Agenda of Regular Meeting
SCHOOL BOARD
LA JOYA INDEPENDENT SCHOOL DISTRICT

A Regular Meeting of the School Board of **LA JOYA INDEPENDENT SCHOOL DISTRICT** will be held on **Wednesday, July 29, 2026, beginning at 6:00 PM,** in the Staff Development Center Board Room at Nellie Schunior Administration Building, 200 W. Expwy 83, La Joya, TX 78560. A quorum of the Board and the presiding officer will be present at this location. Any Board members participating by videoconference will be in accordance with Section 551.127 of the Texas Government Code.

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

1. **CALL MEETING TO ORDER -** ***(Other)***
2. **ROLL CALL & DECLARE QUORUM** - ***(Other)***
3. **PLEDGE OF ALLEGIANCE,** ***Julian Alvarez III, School Board President - (Other)***
4. **PUBLIC COMMENTS -** ***(Synergy and Teamwork)***
5. **SUPERINTENDENT'S UPDATE(S)/ANNOUNCEMENTS -** ***(Vision and Goals)***

    5.1. Announcement of Campus and District Leadership, *presented by Dr. Derek Little, Deputy Superintendent*

    5.2. Student Code of Conduct 2026-27, *presented by Ms. Anna Marie Candelario, Deputy Chief of Academic Advancement & School Enrichment*

6. **LONE STAR GOVERNANCE -** ***(Progress and Accountability)***

    6.1. GPM 4.1: College Ready; TSI (Reading/Math), Associate Degrees; GPM 4.2: Career Ready; Industry-Based Certifications (IBC)/Completers; and GPM 4.3: Freshman On Track (FOT), *presented by Dr. Derek Little, Deputy Superintendent*

    6.2. Superintendent & Constraint Update 3: Culture and Climate Survey Baseline Results, *presented by Dr. Derek Little, Deputy Superintendent*

    6.3. Lone Star Governance Time Use Tracker Report - June 17, 2026, *presented by Mr. Celso Gomez Jr., School Board Secretary*

7. **CONSENT AGENDA ITEM(S) -** ***(Systems and Processes)***

To promote efficient meetings, the Board may act on more than one item by a single vote

through the use of a consent agenda. The consent agenda shall be comprised of items specified in this Section for which the Superintendent anticipates no board deliberation prior to action being taken on the item and for which the Superintendent recommends approval. At the request of any member of the School Board, any item on the consent agenda shall be removed from the consent agenda and given individual deliberation and action. Requests for the removal of an item from the consent agenda are to be made to the presiding officer at the time that the consent agenda is up for consideration.

7.1. ***Academics & School Leadership***:

7.1.1. Approval of 26-27 Consulting Services for MTSS Districtwide Implementation Through Consulting Services (Professional Development & Staff Training) CSP

7.1.2. Approval of Summit K12 Science as a Supplemental Resource for K-12 Science Instruction Through Educational Materials & Equipment RFP

7.1.3. Approval of Digital and Student Textbooks for Language Other Than English Courses Through RFP #2026-22

7.1.4. Approval of La Joya ISD Innovative Course Offerings for the 2026-27 School Year

7.1.5. Approval of Literacy Materials for Grades 6th-8th through Purchasing Cooperatives

7.1.6. Approval of Contract Extension for the Ambulance Services CSP #2025-69

7.1.7. Approval of HUDL Sideline Software Through Purchasing Cooperative

7.2. ***Approval of Minutes***:

7.2.1. Public Hearing to Discuss the 2026-2027 Budget, 2026 Proposed Tax Rate, and Regular Meeting - June 17, 2026

7.2.2. District Safety and Security Committee Meeting - July 15, 2026

7.3. ***Business, Finance & Administrative Services***:

7.3.1. Approval of May 2026 Collector's Report

7.3.2. Approval of June 2026 Collector's Report

7.3.3. Approval of the Agreement with Linebarger Goggan Blair & Sampson, LLP for Delinquent Tax Attorney Services Pursuant to RFQ #2026-89

7.3.4. Approval of Written Statement and Findings Determining the Need for Specialized Contingent Fee Legal Services Pursuant to Texas Government Code Chapter 2254

7.3.5. Approval of Phase V - Financial Audit Services RFQ #2025-12

7.3.6. Approval of Claims Administration Self-Funded Workers' Compensation Program CSP #2026-80

7.4. ***Human Capital & Talent Development***:

7.4.1. Approval of PREP Grow Your Own Memorandum of Understanding 2026-2027

7.4.2. Approval of Memorandum of Understanding (MOU) for the Region One Education Service Center

7.5. ***Information & Technology***:

7.5.1. Approval of 2026-2027 Region One ORION Consortium Agreements

7.5.2. Approval of 2026-2027 Region One ORION-DDoS Mitigation Services

7.5.3. Approval of Region One ESC 2026-2027 Library Service & Instructional Resources Cooperative

7.6. ***Lone Star Governance***:

7.6.1. Approval of Report on GPM 4.1: College Ready; TSI (Reading/Math), Associate Degrees; GPM 4.2: Career Ready; Industry-Based Certifications (IBC)/Completers, and GPM 4.3: Freshman On Track (FOT)

7.6.2. Approval of the Lone Star Governance Monitoring Report: Board Constraint 3

7.6.3. Approval of the Lone Star Governance Time Use Tracker Report - June 17, 2026

7.7. ***Operations & Infrastructure***:

7.7.1. Approval of Contract Extension for Commercial Kitchen Equipment Repair Parts, Supplies & Service CSP #2025-81

7.7.2. Approval of Easement Agreement for City of Palmview New Fire Station FM 492/LJISD Flores Elementary - Acceptance of Payment and Approval of Terms

7.8. ***Superintendent's Office***:

7.8.1. Approval of Law Enforcement Support Office (LESO) 1033 Program State Plan of Operation (SPO) Agreement

8. **CLOSED SESSION -** ***(Synergy and Teamwork)***

Closed Meeting will be held for the purposes authorized by the Texas Open Meetings Act, Texas Government Code Sections 551.001, 551.071, 551.072, 551.074, 551.076, 551.129, and 551.0821 et seq. concerning any and all purposes permitted by the Act, including but not limited to the sections and purposes listed below.

8.1. Consultation with the Board's Attorney. (Texas Government Code 551.071: For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; and Texas Government Code 551.129: For the purpose of a private consultation with the Board's attorney by telephone conference call.)

8.2. Discuss Personnel Matters and Board and Superintendent Duties. (Texas Government Code 551.074: For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, including Board Operating Procedures and Self-Assessment.)

8.3. Discuss Property Matters. (Texas Government Code 551.072: For the purpose of discussing the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)

8.4. Discussion of Intruder Detection Audit Findings. (Texas Government Code 551.076: To consider the deployment, or specific occasions for implementation, of security personnel or devices; or a security audit.)

8.5. Personally Identifiable Information About Public School Students. (Texas Government Code 551.0821: For the purpose of deliberating a matter regarding a public-school student, if personally identifiable information about the student will necessarily be revealed.)

8.6. Pursuant to Texas Government Code Sections 551.071 and 551.074: Hear Level Three employees' grievance appeals and deliberate with legal counsel regarding same.

9. **RECONVENE IN OPEN SESSION -** ***(Systems and Processes)***

10. **ACTION & DISCUSSION ITEM(S) -** ***(Systems and Processes)***

10.1. Updates to the 2026-2027 La Joya ISD Compensation Plan, *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.2. Approval of Sound System Purchase for La Joya High School Band through Purchasing Cooperative, *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.3. Approval of the 2026-27 Student Code of Conduct (SCOC), *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.4. Approval of Budget Increase for Staffing Consulting Services for Special Education Department CSP #2026-27, *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.5. Approval of Professional Development Services for the Gifted and Talented Program for the 2026-2027 School Year, *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.6. Approval of Student Assessment, Progress Monitoring, and Professional Learning Services, CSP #2027-04, *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.7. Approval of the Interlocal Agreement with South Texas College for Jimmy Carter ECHS 2026-2027, *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.8. Approval of Interlocal Agreement with South Texas College for La Joya High School P-TECH 2026-2027, *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.9. Approval of the Interlocal Agreement with South Texas College for Palmview High School P-TECH 2026-2027, *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.10. Approval of the Interlocal Agreement with South Texas College for Juarez-Lincoln High School P-TECH 2026-2027, *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.11. Approval of an Order of General Election for the La Joya Independent School District School Board to be held on November 3, 2026, *Item Lead: Dr. Derek Little, Deputy Superintendent*

10.12. Approval of Contract Extension for Self-Funded Employee Insurance Benefit Plans CSP #2025-71, *Item Lead: Ms. Mirgitt Crespo, Chief of Business, Finance & Administrative Services*

10.13. Approval of Strategic Plan Implementation and Leadership Development Services CSP #2026-96, *Item Lead: Ms. Mirgitt Crespo, Chief of Business, Finance & Administrative Services*

10.14. Approval of Contract Extension for Fuel Services CSP #2025-51, *Item Lead: Mr. S.B. Pierson, Chief of Operations & Infrastructure*

10.15. Approval of Produce Products SOQ #2026-71, *Item Lead: Mr. S.B. Pierson, Chief of Operations & Infrastructure*

10.16. Approval of Electricity Contract through Purchasing Cooperatives, *Item Lead: Mr. S.B. Pierson, Chief of Operations & Infrastructure*

10.17. Approval of Architectural Services for the LJISD District-Wide Entry Door Access Control Improvement Project - School Safety Grant, *Item Lead: Mr. S.B. Pierson, Chief of Operations & Infrastructure*

10.18. Approval of the District-Wide Entry Door Access Control Improvements CSP #2026-86, *Item Lead: Mr. S.B. Pierson, Chief of Operations & Infrastructure*

10.19. Approval of La Joya ISD Sports Complex - Baseball Field Renovations Quotation #2026-816, *Item Lead: Mr. S.B. Pierson, Chief of Operations & Infrastructure*

10.20. Consider and Take Possible Action Concerning Level Three Employee Grievance Appeals, *Item Lead: Mr. Patrick Smith, Deputy Chief of Human Capital & Talent Development*

10.21. Consider and Take Possible Action to Delegate Authority to Hear Employee Grievances to Board Committee, *Item Lead: Dr. Derek Little, Deputy Superintendent*

11. **CALENDAR -** ***(Other)***

11.1. July 31, 2026: Professional Learning Day (Designated Staff)

11.2. August 3 & 10, 2026: Preparation Days

11.3. August 4-7, 2026: Professional Learning Days

11.4. August 4, 2026: Middle School Meet the Teacher - 5:30 p.m.

11.5. August 5, 2026: High School Meet the Teacher - 5:30 p.m.

11.6. August 6, 2026: Elementary Meet the Teacher - 5:30 p.m.

11.7. August 7, 2026: Back-to-School Bash: La Joya ISD Pack Stadium from 7:00 to 9:00 p.m.

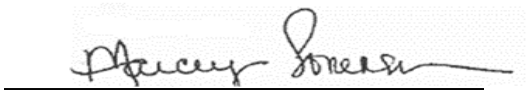
11.8. August 10, 2026: First Day of School - ACE Campuses

11.9. August 11, 2026: First Day of School

11.10. August 26, 2026: Regular Board Meeting

12. **SCHOOL BOARD MEMBERS AND SUPERINTENDENT REMARKS -** ***(Other)***

13. **ADJOURNMENT -** ***(Synergy and Teamwork)***



Dr. Marcey Sorensen
Superintendent of Schools

Posted: July 23, 2026
By: Mari Elizondo @ 2:35 p.m.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 3 - Thriving Students

Agenda Category: Consent Item

Item Title: Approval of 26-27 Consulting Services for MTSS Districtwide Implementation Through Consulting Services (Professional Development & Staff Training) CSP

BACKGROUND:

La Joya ISD has successfully completed the design and readiness phases of its Multi-Tiered System of Supports (MTSS) framework and is entering Year 3 of implementation to expand MTSS across all campuses.

RATIONALE:

Approval of these services will support districtwide MTSS implementation through professional learning, campus coaching, fidelity reviews, and standardized intervention practices to improve student outcomes and ensure consistent implementation aligned with district goals and TEA best practices.

BUDGET:

Cost	*Funding Source*	*Vendor*
$215,000.00	192-13-6291-00-870-7-23-000	Edusolve, LLC – Lighthouse Point, FL
Purchasing Mechanism		***Additional Documentation***
CSP #2025-70 / Quotes Attached		Quotes / Agreement

RECOMMENDATION:

Administration recommends approval of the vendor providing the best value to the District

Initiated by: Anna Marie Candelario, Deputy Chief of Academic Advancement & School Enrichment

Reviewed by: Anna Marie Candelario, Deputy Chief of Academic Advancement & School Enrichment

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance, and Administrative Services

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent of Schools

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

June 15, 2026

Mrs. Anna Marie Candelario
Deputy Chief, Academic Advancement & School Performance
La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560

Dear Mrs. Candelario,

On behalf of EduSolve, it is my pleasure to submit the enclosed proposal to continue our partnership with La Joya Independent School District as you enter the next phase of your districtwide Multi-Tiered System of Supports (MTSS) implementation journey. Over the past two years, La Joya ISD has demonstrated a remarkable commitment to creating a coherent system of supports that ensures Educational Excellence: The Right of Every Student. Together, we have established foundational governance structures, developed implementation tools and resources, piloted MTSS practices, and created a strategic roadmap designed to guide the district's work for years to come. The progress made thus far reflects the dedication of your leadership team, campus administrators, teachers, counselors, and support staff to improving outcomes for all students.

The enclosed proposal is designed to support La Joya ISD in achieving these ambitious goals by strengthening implementation fidelity, expanding districtwide capacity, supporting Panorama dashboard development, enhancing Tier 1, Tier 2, and Tier 3 effectiveness, and building the organizational structures necessary to sustain continuous improvement. Our approach reflects not only the priorities identified within the district's five-year MTSS vision, but also the lessons learned and successes achieved through our work together over the past two years.

EduSolve is honored by the trust La Joya ISD has placed in our team. We remain committed to serving as a strategic partner focused on strengthening systems so all children thrive. We look forward to continuing this important work and helping the district realize its vision of a fully operational MTSS ecosystem that improves outcomes for students, families, and educators across the community.

Sincerely,

Dana

Dr. Dana Godek
CEO, EduSolve, LLC (MWOB Certified)

EXECUTIVE SUMMARY

Over the past two years, La Joya ISD and EduSolve have partnered to design, pilot, and refine a comprehensive Multi-Tiered System of Supports (MTSS) framework that establishes a strong foundation for improving academic, behavioral, attendance, and social-emotional outcomes for students. Through this work, the district has developed governance structures, implementation protocols, intervention frameworks, fidelity measures, communication tools, and a five-year strategic roadmap that positions MTSS as a central operating system for student support.

The proposed Year 3 engagement represents the next critical phase of this journey: scaling MTSS from a successful pilot initiative to a districtwide system implemented consistently across all campuses. This work directly aligns with La Joya ISD's MTSS Strategic Plan and focuses on expanding implementation, strengthening fidelity, increasing intervention effectiveness, improving data visibility, and building internal capacity to sustain the work long-term.

EduSolve will provide strategic implementation support, professional learning, technical assistance, coaching, dashboard development support, fidelity monitoring, and continuous improvement facilitation throughout the 2026–2027 school year. Particular emphasis will be placed on strengthening Tier 1 instructional and preventative practices, improving Tier 2 intervention effectiveness, supporting Tier 3 problem-solving processes, developing Panorama-based MTSS dashboards, and establishing districtwide systems that promote consistent decision-making and accountability.

This engagement is designed to help La Joya ISD achieve the Year 3 milestones identified in its strategic plan, including ensuring MTSS teams and routines operate on every campus, establishing consistent use of tier definitions and decision rules, creating real-time visibility into implementation and student outcomes, and improving the effectiveness of interventions across the district. Additionally, the project will incorporate family engagement strategies that strengthen communication, partnership, and shared ownership of student success.

Consistent with EduSolve's mission of strengthening systems so all children thrive, this work will help La Joya ISD institutionalize MTSS as a sustainable framework that improves outcomes for students while building the leadership capacity, organizational systems, and continuous improvement structures necessary to support long-term success. By the end of the engagement, the district will be positioned not only to demonstrate stronger implementation fidelity and intervention effectiveness but also to sustain and expand these gains as it advances toward the later stages of its five-year MTSS vision.

CURRENT STATE

La Joya ISD has made significant progress in establishing the foundational components of a districtwide Multi-Tiered System of Supports (MTSS). Through the first two years of

implementation, the district has developed governance structures, defined tiered support processes, piloted implementation practices, and established a clear strategic vision for scaling MTSS across the organization. However, as with many districts transitioning from pilot implementation to districtwide adoption, variability in implementation remains across campuses. Some schools have developed strong MTSS routines and data-informed decision-making practices, while others continue to build consistency in intervention delivery, progress monitoring, tier movement decisions, and fidelity of implementation. Additionally, district leaders need greater visibility into implementation and student outcome data to ensure resources, interventions, and supports are producing the intended results. The next challenge is no longer designing the system—it is ensuring that MTSS operates consistently across every campus, that interventions demonstrate measurable effectiveness, and that the district has the internal capacity, data systems, and accountability structures necessary to sustain and continuously improve the work. Year 3 represents a pivotal opportunity to move MTSS from a successful initiative to an institutionalized operating framework that reliably improves outcomes for all students.

WHO WE ARE

EduSolve is not just a consulting partner, we are your strategic engine for transformation. As a nationally recognized education consulting firm and certified Minority and Women-Owned Business (MWOB), we bring more than technical expertise, we bring a custom-built, deeply embedded approach that reflects the values, challenges, and priorities of your district.

We do not deliver one-size-fits-all toolkits. Every engagement is custom-designed from the ground up, ensuring that every deliverable, every resource, and every recommendation centers on strategic execution[1] and feels uniquely "La Joya". Having partnered with the district through the foundational design and pilot implementation phases, EduSolve brings a unique advantage: we are not starting from scratch. We understand La Joya ISD's MTSS vision, strategic priorities, implementation history, challenges, successes, and the systems that have already been built to support this work.

What makes EduSolve uniquely qualified for this engagement is our ability to bridge strategy and execution. Over the past two years, we have helped La Joya ISD establish the foundation for MTSS success. During Year 3, our focus shifts to scaling implementation, strengthening fidelity, supporting Panorama dashboard development, improving Tier 1, Tier 2, and Tier 3 effectiveness, and building the internal capacity necessary to sustain the district's five-year MTSS vision.

At the center of our work is our proprietary SCIP Framework: Systems, Culture, Instruction, and People™, which ensures that every aspect of district improvement is addressed with coherence

[1] Godek, D., & Moore, M. (2025, June 16). Why execution wins the district leadership race. *DA Leadership Institute*. https://daleadershipinstitute.com/2025/06/16/why-execution-wins-the-district-leadership-race/ (daleadershipinstitute.com)

and integrity[2]. Through this lens, we help districts strengthen the systems that support MTSS, build cultures of accountability and continuous improvement, improve instructional and intervention practices, and develop the people responsible for sustaining the work. This integrated approach is particularly important as La Joya ISD expands MTSS districtwide and works to ensure consistency across campuses.

Consistent with our mission of strengthening systems so all children thrive, EduSolve will continue to serve as a strategic thought partner and implementation support team, helping La Joya ISD transform MTSS from a successful initiative into a sustainable operating framework that improves outcomes for students and endures beyond the life of this engagement.

SCOPE OF WORK

Having successfully completed the MTSS design, and readiness phases during Years 1 and 2, La Joya ISD is positioned to enter the critical scaling phase of implementation. The focus of Year 3 is to support the implementation of Initiative 3.3 (Student Support: A Unified MTSS System for Success) and transition MTSS from an initiative to a districtwide operating system that functions consistently across all campuses. This work will emphasize implementation fidelity, intervention effectiveness, leadership accountability, data visibility, and sustainable practices that improve outcomes for students across academic, behavioral, attendance, and social-emotional domains.

Workstream 1: Districtwide MTSS Expansion, Fidelity & Professional Learning

Purpose: Scale MTSS implementation across all campuses while ensuring consistent use of district protocols, tiered intervention practices, and decision-making routines.

Key Activities

- Support districtwide implementation of MTSS teams and meeting structures.
- Facilitate three onsite implementation institutes:
    - Tier 1 Systems & Universal Supports
    - Tier 2 Intervention Effectiveness
    - Tier 3 Intensive Supports & Problem Solving
- Conduct campus implementation reviews and fidelity checks.
- Refine and reinforce district MTSS governance practices.
- Support implementation of standardized meeting agendas, intervention documentation, and tier movement protocols.
- Conduct annual MTSS fidelity reviews aligned to district expectations and TEA best practices.

[2] Godek, D., Moore, M. Dolan-Sapp, K., Yamaguchi, R. (2025). *SCIP Report 2025-1* [PDF file]. District Administration. https://districtadministration.com/wp-content/uploads/SCIP-Report-2025-1.pdf

Deliverable	Description
Districtwide MTSS Implementation Framework	Refined Year 3 implementation guide for districtwide scaling
MTSS Governance Handbook	Roles, responsibilities, decision rights, escalation pathways, and meeting expectations
Tier 1 Institute	Onsite professional learning and implementation support
Tier 2 Institute	Onsite professional learning and intervention calibration
Tier 3 Institute	Onsite professional learning and intensive support planning
Campus Fidelity Review Tool	Standardized fidelity monitoring instrument
Annual MTSS Fidelity Review Report	Districtwide implementation analysis and recommendations
Campus MTSS Action Planning Templates	Improvement planning resources for campus leadership teams

Student-Centered Outcomes

- MTSS teams operate consistently across all campuses.
- Students receive more timely and appropriate interventions.
- Tier 1 supports reducing unnecessary movement into intensive intervention tiers.
- Tier 2 interventions demonstrate measurable effectiveness.
- Students with intensive needs receive more individualized and responsive support.

Workstream 2: MTSS Data Systems, Dashboards & Continuous Improvement

Purpose: Provide district and campus leaders with real-time visibility into implementation and student outcomes while supporting data-driven decision making.

Key Activities

- Develop district MTSS performance indicators.
- Establish tier distribution monitoring protocols.
- Facilitate quarterly implementation reviews.
- Support analysis of intervention effectiveness and student progress.
- Develop executive reporting structures for district leadership.

Deliverable	Description
District MTSS Data Dictionary	Definitions, metrics, and reporting standards
District MTSS Scorecard	Executive monitoring tool
Campus MTSS Scorecards	Campus-level performance reporting
Tier Distribution Dashboard	Monitoring of Tier 1, Tier 2, and Tier 3 placement patterns
Tier 2 Effectiveness Dashboard	Intervention outcome monitoring tool
Early Warning Indicator Framework	Attendance, behavior, academic, and intervention indicators
Quarterly Executive Progress Briefs	Leadership review reports
Annual MTSS Impact Report	Districtwide implementation and outcome analysis

Student-Centered Outcomes

- Student support decisions are based on consistent data.
- Intervention effectiveness is monitored and improved.
- Students are identified earlier for needed supports.
- Leaders can monitor implementation and outcomes in real time.
- Tier distribution moves toward district targets outlined in the strategic plan.

Workstream 3: Coaching, Family Engagement & Sustainability

Purpose: Build internal capacity to sustain MTSS implementation while strengthening family partnership within the MTSS framework.

Key Activities

- Conduct monthly virtual implementation coaching.
- Support district MTSS leads and campus implementation teams.
- Develop internal coaching protocols and monitoring tools.
- Create family engagement resources aligned to MTSS practices.
- Support communication strategies related to intervention planning and student support.
- Facilitate quarterly continuous improvement reviews.
- Develop sustainability structures and transition planning.

Deliverable	Description
MTSS Coaching Framework	District coaching model and support protocols
Leadership Coaching Sessions	Monthly implementation support
MTSS Implementation Monitoring Tool	Progress monitoring and implementation review instrument
MTSS Family Guide	Family-friendly explanation of district MTSS processes
Family Communication Toolkit	Letters, communication templates, and engagement resources
MTSS Family Experience Survey	Family feedback instrument
Family Feedback Summary Report	Annual family engagement analysis
Sustainability Playbook	Long-term ownership and maintenance framework
Year 3 Scale & Sustainability Report	Recommendations and priorities for Year 4

Student-Centered Outcomes

- Families better understand available supports and intervention processes.
- Increased family participation in student problem-solving and intervention planning.
- District leaders develop internal capacity to sustain implementation.
- Schools maintain consistent MTSS practices despite staffing changes.
- Students experience more coordinated supports across home and school.

By June 2027, La Joya ISD will be positioned to operate MTSS as a consistent, districtwide system rather than a collection of campus-level practices. Through this engagement, MTSS teams and implementation routines will be functioning across all campuses with common tier definitions, decision rules, and intervention protocols that promote consistency, accountability, and equitable access to support. District and campus leaders will have real-time visibility into implementation fidelity, tier distribution, intervention effectiveness, and student outcomes through Panorama dashboards and executive scorecards, enabling faster and more informed decision-making. Students will benefit from stronger Tier 1 instructional and prevention practices, more effective Tier 2 interventions, improved progress-monitoring processes, and stronger partnerships between families and schools. Most importantly, the district will build sustainable systems, internal capacity, and continuous improvement routines that support long-term success beyond the life of the engagement. Consistent with EduSolve's core value proposition of strengthening systems so all children thrive, this work will help La Joya ISD transform MTSS into a sustainable operating framework that improves outcomes for students while creating the organizational conditions necessary to support future growth, scalability, and lasting impact.

PROJECT TEAM

Name	Role	Expertise
Dr. Dana Godek LinkedIn Bio	Project Executive	National expert in education strategy and public policy. Former teacher, administrator, and state leader. Advisor to Harvard Business Review and District Administration's Top 100 Influencers in Education.
Dr. Kelly Dolan-Sapp LinkedIn Bio	Project Lead	Dr. Kelly Dolan-Sapp serves as Chief of Practice for EduSolve and specializes in large-scale implementation, organizational effectiveness, project management, and continuous improvement. With extensive experience leading national initiatives focused on social and emotional learning, MTSS, and whole-child systems, she is highly skilled at

		translating strategy into operational plans that achieve measurable results. Recognized as one of *District Administration's Top 100 Influencers in Education*, Dr. Dolan-Sapp brings deep expertise in implementation science, stakeholder engagement, and performance management.
Dr. Nataki Gregory LinkedIn bio	Project Co-Lead	Dr. Gregory executive-level experience in aligning strategy, operations, and revenue to drive measurable outcomes across complex education systems. As former CEO of CT3, Dr. Gregory brings deep experience in instructional transformation and a strong understanding of MTSS to academic and behavioral integration, positioning her to bridge strategy, practice, and implementation at scale.
Madai Sierra-Jones LinkedIn Bio	Project Administrative Support	Ms. Sierra-Jones is an operations and administrative professional with experience supporting large-scale event management for national trade and industry associations. Brings strong organizational expertise in coordinating logistics, vendor management, and participant engagement for high-attendance convenings. Madai has supported the execution of revenue-generating national conferences, including events similar in scale and complexity to CASEL's SEL Exchange (SELX). Her experience contributes to the operational efficiency and revenue optimization of convenings, ensuring seamless delivery while supporting registration, stakeholder experience, and overall event performance.

Building upon two years of successful partnership, this next phase of work will help La Joya ISD transition MTSS from an emerging framework into a fully operational districtwide system that consistently supports student success across academics, behavior, attendance, and social-emotional development. By the conclusion of this engagement, district and campus leaders will have greater visibility into student needs, stronger intervention decision-making processes, improved fidelity of implementation, and sustainable systems that ensure supports remain effective regardless of staff turnover or leadership transitions. Students will benefit from

stronger Tier 1 instruction, more effective Tier 2 interventions, earlier identification of needs, and more coordinated support across school and home environments.

Consistent with EduSolve's mission of strengthening systems so all children thrive, this investment is designed to create lasting organizational capacity while improving the educational experiences and outcomes of the students La Joya ISD serves every day. The result will be a more coherent, responsive, and sustainable MTSS ecosystem capable of delivering measurable impact long after the project has concluded.

INVESTMENT PLAN

Total project investment (excludes travel): $215,000
Travel cost reimbursement requested at the approved school district rate.

Estimated Hours and Cost Per Workstream

Workstream	Hours	Cost
Workstream 1: Districtwide MTSS Expansion, Fidelity & Professional Learning	340	$85,000
Workstream 2: MTSS Data Systems, Dashboards & Continuous Improvement	280	$70,000
Workstream 3: Coaching, Family Engagement & Sustainability	240	$60,000
Total	**860**	**$215,000**

Deliverable	Hours	Cost
Districtwide MTSS Implementation Framework	24	$6,000
MTSS Governance Handbook	32	$8,000
Tier 1 Institute (Onsite Professional Learning)	56	$14,000
Tier 2 Institute (Onsite Professional Learning)	56	$14,000
Tier 3 Institute (Onsite Professional Learning)	56	$14,000
Campus Fidelity Review Tool	20	$5,000
Annual MTSS Fidelity Review Report	48	$12,000

Campus MTSS Action Planning Templates & Supports	48	$12,000
District MTSS Data Dictionary	24	$6,000
District MTSS Scorecard	24	$6,000
Campus MTSS Scorecards	32	$8,000
Tier Distribution Dashboard	32	$8,000
Tier 2 Effectiveness Dashboard	32	$8,000
Early Warning Indicator Framework	32	$8,000
Quarterly Executive Progress Briefs (4)	40	$10,000
Annual MTSS Impact Report	24	$6,000
MTSS Coaching Framework	24	$6,000
Monthly Leadership Coaching & Technical Assistance	82	$28,000
MTSS Implementation Monitoring Tool	20	$5,000
MTSS Family Guide	16	$4,000
Family Communication Toolkit	20	$5,000
MTSS Family Experience Survey	12	$3,000
Family Feedback Summary Report	12	$3,000
Sustainability Playbook	32	$8,000
Year 3 Scale & Sustainability Report	32	$8,000
Total Project	**860**	**$215,000**

Payment Amount: La Joya ISD agrees to make monthly payments to EduSolve in the amount of $215,000.

Payment Schedule: Payments shall be made within 30 calendar days upon invoicing on the 1st day of each month. La Joya Independent School District agrees to make a 25% deposit payment of $53,750.00 upon execution of contract (on or about July 1, 2026), and eleven (11) subsequent equal monthly payments of $14,659.09, with 30 day net payment invoicing beginning August 1, 2026, and continuing through June 1, 2027, for a

total project investment of **$215,000**. Invoices will be submitted on the first calendar day of each month and are payable in accordance with district payment policies.

Payment Method: La Joya ISD will make payments to EduSolve via ACH. The payment details will be provided by EduSolve and should be used for all transactions related to this agreement.

Early Payment: La Joya ISD may choose to make payments in advance of the due date, and EduSolve agrees to credit any early payments toward the outstanding balance

Termination of Agreement: Either party may terminate this payment plan agreement with written notice if the other party fails to fulfill its obligations under this agreement.

Governing Law: This agreement shall be governed by and construed in accordance with the laws of the state of Florida without regard to its conflict of law principles.

Amendments: Any amendments or modifications to this agreement must be made in writing and agreed upon by both parties.

By signing below, both parties acknowledge their understanding and acceptance of the terms and conditions outlined in this payment plan agreement.

EduSolve, LLC

Dana Godek, CEO Dana Godek

June 15, 2026

La Joya ISD

X _____

Print Name: _____

Date: _____

La Joya Independent School District

Multi-Tiered System of Supports (MTSS) Implementation Support Services

2026 - 2027 School Year

June 18 2026

ctac | COMMUNITY TRAINING AND ASSISTANCE CENTER

617.423.1444 | ctacusa.com

Table of Contents

Introduction 3

Prior Experience 3

- Baltimore City Schools, MD 4
- Ector County Independent School District, TX 4
- Harmony Public Schools, TX 4
- Missouri Department of Elementary and Secondary Education 5
- Texas Education Agency 5

Staff 6

Our Approach to MTSS Implementation 8

- Overview 8
- Pillar 1: Relentless Focus on Tier 1 Instruction 8
- Pillar 2: High Standards for Student Performance 8
- Pillar 3: High-Quality Curricular Materials and Proven Interventions 9
- Pillar 4: Temporary, Results-Driven, and Flexible Student Groupings 9
- Our Commitment 10

Section I: Description of Services 10

- Districtwide MTSS Implementation Support and Campus Expansion 10
- Professional Development 10
- Leadership Coaching and Technical Assistance 11
- MTSS Governance, Implementation Fidelity Monitoring, and Continuous Improvement 11
- Platform and Program Scan: Understanding the Landscape of Tools and Their Rationale 12
- Analysis of Intervention Effectiveness and Student Outcome Data 12
- Family Engagement Resources, Communication Tools, and Feedback Processes 13
- Sustainability Planning, Monitoring, and Long-Term Capacity Building 13

Section II: Project Implementation Timeline 14

Section III: Deliverables and Expected Outcomes 15

- Deliverables 15
- Expected Outcomes 17
  - System Outcomes 17
  - Instructional Outcomes 17
  - Student Outcomes 17
  - Capacity Outcomes 17

Section IV: Budget 18
Integrated Services 18
Independent Services 20
Intellectual Property 21
Appendix A - Resumes 22

Introduction

The Community Training and Assistance Center (CTAC) is a national, non-profit organization working to build the capacity of educators to analyze the conditions that help or hinder performance, find their root causes, and design and implement improvement strategies. CTAC provides on-site and remote assistance to support systemic education reforms and improvements in school districts and schools. CTAC delivers professional development to administrators, principals and other school leaders, teachers, parents, boards of education, and community leaders. Our priority is to drive innovative and sustainable educational and community change.

Founded in 1979, CTAC has 47 years of experience successfully providing professional development to assist districts and states to increase student achievement and link on-site practice, research, and public policy for sustainable results. We have built a portfolio of successes working with districts, schools, unions, and states to increase achievement—particularly in low-achieving schools and districts in need.

Establishing a high-functioning, districtwide Multi-Tiered System of Supports (MTSS) is a high-value initiative for La Joya ISD. This initiative extends beyond mere regulatory compliance; it honors our core belief that every student deserves high-quality instruction and targeted support calibrated precisely to their current skills and future potential.

CTAC's services are designed to implement and sustain MTSS across all La Joya ISD campuses. Aligned to TEA requirements, our approach is grounded in four pillars of effective MTSS implementation:

- Pillar 1: Relentless focus on Tier I instruction
- Pillar 2. High expectations for student performance,
- Pillar 3. High-quality curricular materials and proven interventions , and
- Pillar 4. Temporary, results-driven, and flexible student groupings.

Prior Experience

CTAC's accomplishments in educational reform have been striking and substantive. CTAC's assistance has reached thousands of classrooms and, by association, several million children throughout the United States. Experience ranges from work with many state education agencies (including Connecticut, Kansas, Maine, Maryland, Missouri, New York, Rhode Island, and Texas) to projects with districts, charter networks, and schools nationwide, such as Albuquerque Public Schools (NM), Charlotte-Mecklenburg Schools (NC), Christina School District (DE), Delhi Unified School District (CA), Dallas Independent School District (TX), Duval County Public Schools (FL), Ector County Independent School District, Odessa (TX), Harmony Public Schools (TX), Los Angeles Unified School District (CA), Prince George's County Public Schools (MD), Richmond Public Schools (VA), Santa Clara Unified School District (CA), School District of Philadelphia (PA), Schuyler Community Schools (NE), and Washoe County School District (NV).

Representative highlights of our initiatives include:

Baltimore City Schools, MD

CTAC assisted the Baltimore City Schools in several efforts to update and enhance their evaluation systems for teachers, school leaders, and central office staff. First, CTAC conducted a research scan on evaluations and effective teaching aligned to academic models. We then annotated their teacher evaluation rubric to best align it with the research on effective teaching. Later, CTAC created an evaluation rubric for all central office staff based on research from multiple fields about workplace effectiveness. This rubric covered four expectations the district had for all staff, regardless of role. These were: personal responsibility, communication and service to stakeholders, authentic team engagement, and strategic thinking. As part of this effort, we developed and co-delivered differentiated training to departments, including Operations, Schools, and the Cabinet, to support long-term sustainability of the effort. Thanks to this partnership, Baltimore City Schools now has a cohesive evaluation system that promotes central office efficiency, consistency, and effectiveness.

Ector County Independent School District, TX

CTAC collaborated with ECISD leaders to ensure technical assistance and professional development facilitation aligns with existing structures, curricula, and the district strategic plan. As part of this effort, CTAC built principals' instructional leadership capacity through monthly professional learning sessions, executive coaching, job-embedded application, and collaborative development sessions with teacher leaders. CTAC oversaw other principal coaches to ensure one-on-one support is customized based on specific school needs and that professional development translates into actionable practice in schools.

In addition, CTAC provided capacity building and technical assistance to guide efforts to change human resource practices and implement targeted recruitment strategies to attract a diverse workforce, including developing partnerships with regional Hispanic Serving Institutions and supporting leadership pipelines for teacher leaders. Finally, CTAC facilitated the Advanced Teacher Leadership Academy (ATLA) which aims to equip participants with the knowledge and skills necessary to develop as leaders, allowing them to drive continuous improvement in their educational communities, enhance the overall effectiveness of their schools, and positively impact student outcomes.

Harmony Public Schools, TX

CTAC partnered with Harmony Public Schools, a charter school network that educates 45,000 students across more than 60 campuses, to prepare their 2030 Strategic Plan. CTAC has conducted a multiphase initiative, including gathering and analyzing perceptual and quantitative data, developing strategic priorities and goals, and assisting in implementation planning for the five-year plan. CTAC conducted quantitative and qualitative analyses to surface the root causes of areas of improvement, identify strengths, build constituency buy-in, and prioritize high-leverage strategies to move the network forward. We examined areas of the network, including academics, human capital, operations, and finance. The result is a five-year strategic plan, refined vision and mission, and refined profile of a Harmony

graduate. Separately, CTAC is also currently acting as the external evaluator for Harmony's five-year Charter School Program (CSP) Grant. CTAC played a critical role in providing ongoing formative evaluation, delivering regular performance feedback to Harmony. CTAC analyzed Harmony's capacity to support effective school launches by assessing a range of factors, including facility needs throughout construction, staffing concerns, school culture, and strategic communication with educators, families, and community members.

In another project with the Harmony network, CTAC provided technical assistance and evaluation services under the Teacher and School Leader Incentive Program (TSL). CTAC conducted ongoing formative evaluations and a summative evaluation to assess progress towards the project's intended impacts. As part of the initiative, CTAC also designed and implemented a hard-to-staff campus study. This study examined the factors that may entice principals to move to and remain at a hard-to-staff campus within the Harmony network. This study provided Harmony with a set of recommendations for recruiting and retaining principals. In addition, CTAC collaborated with Harmony staff to provide research and technical assistance for principal coaching, resulting in a Principal Success Tool. This tool can be used by Harmony principal supervisors in their coaching of principals, providing systemic support for the staffing of new and existing schools.

Missouri Department of Elementary and Secondary Education

CTAC provided support to the Missouri Department of Elementary and Secondary Education (DESE), for the Missouri Leadership Development System (MLDS). This statewide program supports principals in rural, suburban, and urban areas (including Kansas City, St. Louis, and Jefferson City). MLDS develops and supports effective school leaders in traditional public and charter schools across the state. It develops leadership through every career phase – from aspiring principals to transformational leaders. CTAC worked with DESE to assist with the recruitment of leaders for MLDS, enhance training content, and prepare mentors for new principals. Moreover, in collaboration with DESE, CTAC extended the reach and scope of MLDS to engage nearly 60% of Missouri principals in leadership development, increase principal retention statewide, and build the capacity of principals to have a significant impact on three key areas: student wellbeing, accelerated academic learning, and teacher recruitment, development, and retention. CTAC built professional learning content for principals aimed at creating schools that support student well-being and a trauma-sensitive learning environment. In addition, CTAC coordinated efforts to create a collection of mini-lessons on academic acceleration, student well-being, and teacher recruitment and retention.

Texas Education Agency

The Texas Education Agency (TEA) wanted a qualified and experienced independent evaluator responsible for assessing the effectiveness and impact of the Charter School Program (CSP) High-Quality Replication Grant. Specifically, this evaluation identified and analyzed the mechanisms, processes, and practices adopted by high-quality charter school campuses when attempting to replicate their programs on new campuses, as well as the effect these campuses have on student performance outcomes. As TEA continues to authorize, fund, and support replication charter schools and campuses, the information contained in this evaluation will equip the state to make sound programmatic decisions, disseminate promising

practices, and enhance the overall quality of the state's charter sector. The state selected CTAC due to our extensive experience in the design, planning, implementation, and evaluation of complex programs for state education agencies, charter networks, and school districts of various sizes. CTAC conducted the replication evaluation using propensity score matching and a quasi-experimental design to establish baseline equivalence and estimate the impact of the CSP grant.

Staff

CTAC provides high-quality, relevant, and useful capacity-building services. CTAC's team has both the expertise and leadership experience to help La Joya ISD analyze and make strategic improvements. Our team has provided technical assistance services to state-to-district interventions, led large-scale evaluation efforts, and driven school and district transformations. We are experienced in working effectively at school, district, state, and community levels.

Jeffrey Edmison, Chief Executive Officer, provides strategic leadership for the organization's national education and community initiatives. With over two decades of experience in education reform and organizational leadership, he is dedicated to improving teaching and learning by aligning systems, structures, and resources to meet the needs of schools, districts, and states. Before becoming CEO, Mr. Edmison served as CTAC's Chief Officer of National Field Operations for 13 years, overseeing transformative projects such as the Standard Bearer Schools process and federal initiatives focused on leadership development, STEM education, and human capital management. His leadership has driven measurable improvements in student achievement and organizational effectiveness across multiple states. Prior to joining CTAC, Mr. Edmison held senior leadership roles in public education and private sector management. As Chief Operating Officer for the Christina School District in Delaware, he spearheaded systemic reforms that significantly increased student outcomes. He also served as Associate Superintendent for the West Contra Costa Unified School District in California and as Regional General Manager for EdisonLearning, where he led large-scale operational and academic improvements. His expertise spans school turnaround, charter schools, STEM, fiscal accountability, state-to-district assistance, and leadership development. A retired U.S. Air Force officer, he brings a disciplined, results-oriented approach to his work. Mr. Edmison is a trusted collaborator, known for fostering partnerships with educators, families, and community leaders to drive sustainable change.

Lee Rutledge, Ed.D., Senior Associate of National School Reform and Director of Personalized Learning, provides leadership coaching to state teams to strengthen school turnaround and teacher effectiveness initiatives, increase the use of evidence-based instructional practices, and facilitate school redesign to accelerate learning in underperforming schools and districts. He builds the capacity of states and districts to design and implement large-scale competency-based education initiatives. Previously, Dr. Rutledge was appointed by the Governor to the Maryland Council on Educator Effectiveness. In addition, he served on the executive board of the Baltimore Teachers' Union and on the Joint Oversight Committee responsible for implementing landmark performance pay and peer review systems. Dr. Rutledge taught at the elementary, middle, and high school levels and was

recognized as a model teacher. His areas of expertise include school redesign, leadership development, equity initiatives, curriculum design, student growth measures, and compensation reform.

Kati Garness, Senior Associate, National School Reform, provides assistance on district and school improvement initiatives throughout the nation and conducts research and evaluation services to gauge the fidelity of implementation and impact of federally-funded programs within districts and states. She also supports CTAC's communications and development initiatives. She has experience teaching and coaching in district, charter, and international schools. Previously, Ms. Garness was selected as an inaugural Harvard Graduate School of Education Dean's Fellow where she supported the expansion and development of key initiatives within the Gwinnett County Public Schools (GA) Office of Early Learning. She has served as an educator coach in Peace Corps Colombia and began her career as a Teach for America corps member in the Washington, D.C. area. Ms. Garness has expertise in and has coached on topics such as early childhood education, bilingual education, school culture and climate, project-based learning and charter development.

Eric Johnson, Ph.D., Senior Associate, School Turnaround, leads school improvement efforts in multiple districts. He previously served as chief of research publications for the United States Air Force Academy and as director of the Urban Education Program in the School of Education at Drake University. Dr. Johnson served Columbus Public Schools (OH) in the capacities of curriculum coordinator, professional development facilitator, and middle and high school teacher. Dr. Johnson has facilitated national and international workshops on a variety of topics, including using difference as an organizational asset, professional learning communities, and data-driven decision-making. In addition, he has authored three inspirational books: Beyond Self Help: A Journey to be Better, 10 Deadly Aspects of Pride, and Livin' in the Shade: Implications of Father and Son Relationships Explored. Dr. Johnson's areas of expertise include social and emotional learning, curriculum development, culturally relevant pedagogy, Title I, and multicultural education.

Guodong Liang, Ph.D., Senior Research Scientist, focuses on analyzing and interpreting data to help practitioners and policymakers make informed data-driven decisions. Dr. Liang conducts research and evaluation to gauge the fidelity of implementation and impact of federally-funded programs within districts and states, district reform initiatives, and statewide educator evaluation systems. He was co-lead of CTAC's four pivotal reviews of Maryland's landmark teacher and principal evaluation system. Dr. Liang's areas of research include the relationship of professional development to teacher practice and student achievement, the implementation of statewide principal leadership development initiatives, and human capital development in charter schools. He previously served as a researcher at University of Missouri where he examined the opportunity gap in students' access to qualified teachers. Dr. Liang is an Editorial Board member of Educational Researcher, one of the most distinguished journals in the field of education. He is also a What Works Clearinghouse certified reviewer of group and single-case designs. His work has been published in such journals as Educational Policy, Journal of Educational Administration, Journal of Educational Research, Journal of School Leadership, and the International Journal of Educational Research.

Eduardo Soto, Senior Associate, National School Reform, focuses on district and school turnaround efforts, principal mentoring, special education reform, and accelerating learning in Title I schools. He also provides assistance to improve the management and impact of charter schools. Mr. Soto held many educator positions within the Albuquerque Public Schools in New Mexico. He served as associate superintendent for secondary education. As principal of Rio Grande High School, Mr. Soto was instrumental in issuing some of the first bilingual/biliteracy state seals in New Mexico. He also served as assistant principal, and as ESL, bilingual social studies, and special education teacher. Mr. Soto has been recognized as Special Education Administrator of the Year by Albuquerque Public Schools, Outstanding Educator of the Year by the Association of Latino Administrators and Superintendents (ALAS), and recently by ALAS with its Lifetime Achievement Award.

Our Approach to MTSS Implementation

A Framework for Sustainable, Results-Driven Multi-Tiered Support

Overview

Effective MTSS implementation is not simply a matter of establishing tiers — it is a coherent, school-wide commitment to ensuring every student receives the instruction they need, when they need it, and for as long as necessary. CTAC's approach is grounded in four interconnected pillars that together create a system where intervention is purposeful, temporary, and always oriented toward restoring students to grade-level learning.

Pillar 1: Relentless Focus on Tier 1 Instruction

The foundation of a healthy MTSS system is exceptional core instruction. When Tier 1 is strong, the number of students who require supplemental or intensive intervention remains manageable, and intervention resources can be deployed with fidelity and depth.

CTAC's support in this area includes:

- Conducting a Tier 1 instructional review to identify current instructional practices
- Coaching teacher leaders and instructional leaders on high-leverage, evidence-based practices
- Expanding the strategies instructional leaders use to set expectations for Tier I instruction

Pillar 2: High Standards for Student Performance

CTAC holds a firm belief that every student is capable of learning. When a student is not progressing, the explanation can usually be found in the instructional experience. Some set of factors contributes to a student paying attention to grade-level content less often than is necessary for academic advancement. When that is the case, proven interventions reduce the ratio of educators to students and enable accelerated practice. The use of instructional interventions works to return a student to Tier I instruction.

CTAC's work with district staff on identifying and addressing the underlying root causes that are driving students' challenges, rather than surface-level symptoms. This means:

- Using diagnostic assessment data to pinpoint the specific skills, concepts, or processes where a student's learning broke down
- Setting ambitious, measurable goals for each intervention cycle and holding teams accountable to those goals
- Building a culture in which a student remaining in intervention is treated as a signal to adjust the approach, not to lower expectations

Pillar 3: High-Quality Curricular Materials and Proven Interventions

Quality instructional material has a predictable influence on the quality of resulting instruction. Time is a limited resource, and students' time in any intervention should be spent on activities that are directly beneficial in increasing student performance on related academic standards.

CTAC supports schools and districts in:

- Amplifying selected high quality curricular materials and related professional learning and emphasis
- Identifying Tier 2 and Tier 3 intervention programs with strong evidence bases, matched to the specific skill deficits students present
- Building school leadership teams' capacity to implement instructional programs with fidelity, including observation and feedback cycles
- Reviewing program implementation regularly, and recommending adjustments when data indicate a campus is not producing expected results for a student or group

Pillar 4: Temporary, Results-Driven, and Flexible Student Groupings

Intervention groups are not static classrooms. They are purposeful, time-limited configurations designed to accelerate learning, and they should change as students change. We help schools build the structures and decision-making routines that make this fluidity possible.

CTAC's approach includes:

- Establishing regular data review cycles (typically every 6–8 weeks) at which teams examine progress monitoring data and make decisions to continue, intensify, or exit students from specific interventions
- Supporting the development of master schedules that allow for regrouping without disrupting core instruction access
- Training teams in the use of progress monitoring tools and the application of decision rules to support data-based grouping decisions

Our Commitment

These four pillars are not independent. They are mutually reinforcing. A school that excels at Tier 1 instruction will need fewer intervention resources. A team that diagnoses learning deficits precisely will select better interventions. Educators who are skilled at flexible grouping will respond more quickly when data signals that a change is needed.

CTAC's role is to build this capacity from the inside out so that MTSS is not a program layered onto existing practice, but a way of thinking about every student, every day. We partner with leadership, instructional coaches, and classroom teachers to develop the knowledge, skills, and systems that sustain results long after our engagement concludes.

Section I: Description of Services

Districtwide MTSS Implementation Support and Campus Expansion

Building a districtwide MTSS system means more than launching a campus initiative or delivering a training event. It means establishing coherent infrastructure, including shared frameworks, consistent decision rules, and aligned leadership that reaches every school. CTAC's implementation support provides the structure for a coherent district-wide system, while remaining sensitive to campus-level variation in context and need.

Core activities include:

- A districtwide MTSS infrastructure assessment at engagement launch, establishing a clear baseline across campuses
- Co-development of a La Joya ISD MTSS Framework document that defines each tier, specifies eligibility and exit criteria, assigns roles, and aligns to TEA's MTSS guidance
- Establishment of a district MTSS Leadership Team with defined governance responsibilities, meeting cadence, and accountability structures
- Differentiated campus support, with priority campuses receiving targeted, intensive implementation assistance while all campuses access districtwide professional learning and baseline resources
- Ongoing project management, progress monitoring, and adaptive planning throughout the contract period

Professional Development

Professional learning is a sustained, sequenced, and context-responsive process. To be effective, professional development for all three tiers must begin early in the school year, before students fall further behind and before implementation habits take hold. We design PD that builds knowledge and changes practice.

Our professional learning series includes sessions tailored to four audiences:

District and Campus Leaders: MTSS leadership essentials, data-informed decision-making, using MTSS data for school improvement planning, and supporting implementation with fidelity.

Instructional Coaches: Coaching moves for Tier 1 instructional improvement, facilitating data team meetings, supporting intervention fidelity, and bridging core and supplemental instruction.

Classroom Teachers (Tier 1 Focus): High-leverage instructional practices aligned to grade-level standards, differentiation within the core block, strong classroom routines, and explicit instruction that supports students' academic and social development.

Interventionists and Support Staff (Tiers 2 and 3): Intervention program delivery, progress monitoring administration and interpretation, data-based group management, and documentation practices.

- The series includes six structured PD sessions delivered across the contract year
- Follow-up coaching and classroom application support for teacher leaders provided between sessions

Leadership Coaching and Technical Assistance

Targeted technical assistance—responsive, relational, and grounded in real-world application—is what moves knowledge into sustained practice, transforming standalone training into lasting systemic change. CTAC provides leadership coaching and technical assistance at both the district and campus levels throughout the engagement

- Monthly coaching sessions with the district MTSS leadership team, focused on strategic problem-solving, data interpretation, and implementation planning
- Campus principal coaching on MTSS leadership: monitoring implementation, supporting teacher practice, and using data to drive campus-level decisions
- Instructional coach capacity building through co-facilitation of data team meetings and observation debrief cycles

MTSS Governance, Implementation Fidelity Monitoring, and Continuous Improvement

CTAC partners with La Joya ISD to build the processes necessary to keep MTSS implementation on course. We use continuous improvement approaches to stay responsive to changing conditions.

- Design and facilitation of quarterly district MTSS meetings with cross-departmental representation (general education, special education, bilingual/ESL, curriculum, and assessment)

- Development of implementation guidance tools, such as campus-level checklists and rubrics aligned to the La Joya ISD MTSS Framework
- Facilitation of mid-year and end-of-year implementation reviews with recommended adjustments
- Alignment of MTSS systems and processes to TEA's school improvement and accountability expectations

Platform and Program Scan: Understanding the Landscape of Tools and Their Rationale

CTAC believes that meaningful system optimization starts with understanding, not replacement. Before suggesting changes to La Joya ISD's data systems or intervention programs, we conduct a scan of existing platforms, curricula, assessment tools, and interventions. Our goal is to fully comprehend both what resources are currently active and why they were chosen, ensuring we build upon the district's existing foundations.

From that foundation, we then support the district in:

- Evaluating alignment between current tools and the evidence base for effective Tier 1, 2, and 3 instruction
- Identifying redundancies, gaps, and misalignments across the program and platform inventory
- Refining MTSS data dashboards and scorecards that aggregate screening, progress monitoring, intervention fidelity, and dosage data into actionable displays for district and campus leaders
- Tailoring campus-level tools for tracking the quantity and quality of instructional interactions — attendance, participation, and dosage metrics that operationalize the principle that learning is a product of opportunity
- Ensuring that any new tools recommended are justified by evidence, compatible with existing systems, and adoptable by campus staff without excessive burden

Analysis of Intervention Effectiveness and Student Outcome Data

CTAC partners with La Joya ISD teams to analyze intervention effectiveness and student outcomes at the level of rigor the district's students deserve.

- Quarterly analysis of universal screening and progress monitoring data by campus, grade level, tier, and program
- Identification of students who are not responding as expected with structured problem-solving protocols for campus teams to adjust instruction, intensify support, or initiate further evaluation

- Ongoing analysis of the relationship between instructional dosage, fidelity of delivery, and student growth outcomes. Provides the district evidence about which programs and practices are producing results for which students
- Regular updates for district leadership regarding analysis cycles, and containing clear, actionable recommendations

Family Engagement Resources, Communication Tools, and Feedback Processes

Families are essential partners in supporting students. La Joya ISD's families deserve clear, jargon-free communication about what MTSS is, how their child is progressing, and what they can do to support learning at home.

- Partner with La Joya ISD in the development of family-facing materials explaining the MTSS framework in accessible language, including bilingual (English/Spanish) versions appropriate for La Joya ISD's community.
- Design of a tiered communication protocol: what families are told when a student is placed in Tier 2 or Tier 3 support, and how progress is communicated at regular intervals
- Creation of student progress report templates that translate data into plain-language summaries families can understand and act on
- Family feedback survey instruments administered at mid-year and end-of-year, with results incorporated into implementation reviews

Sustainability Planning, Monitoring, and Long-Term Capacity Building

True success in MTSS implementation is measured by what the system looks like after external support concludes. Sustainability is a design principle embedded throughout. From coaching through the final deliverables, elements of this engagement are designed to transfer ownership, develop internal capacity, and leave the district with a system it can lead, monitor, and improve on its own.

- End-of-year MTSS implementation report: an evaluation of Year 1 fidelity, student outcomes, stakeholder feedback, and priorities for the year ahead
- Partner with La Joya ISD in the development of an internal coaching pipeline: identification and preparation of district and campus personnel who can lead MTSS professional learning and coaching in the future
- Design of a multi-year MTSS sustainability roadmap with governance cadence, professional learning calendar, and outcome monitoring schedule
- Completion of the implementation guide and resource library including protocols, frameworks, decision tools, and reference documents in final, editable form for district use
- Planning consultation: a structured planning session with district leadership to scope and prioritize the next phase of implementation

Section II: Project Implementation Timeline

The engagement runs from July 2026 through June 2027, encompassing launch, system-building, implementation, and sustainability.

Key Activities

Launch: July – September 2026

- Conduct districtwide MTSS infrastructure and platform/program scan
- Review current Tier 1 curricula, Tier 2 and Tier 3 intervention programs, data tools, and teaming structures
- Identify strengths, gaps, and priority campuses
- Establish district MTSS Leadership Team and governance protocols
- Deliver initial professional learning: MTSS foundations for district and campus leaders
- Launch family engagement baseline survey and communication framework

Develop: October 2026 – December 2026

- Co-develop district MTSS Framework aligned to four pillars and TEA expectations
- Launch Tier 1 instructional strengthening cohort: observation, coaching, and feedback cycles
- Establish universal screening protocols and administer fall screener; review results with campus teams
- Design Tier 2 and Tier 3 group structures and placement decision rules based on diagnostic data
- Launch campus-level data review frameworks and meeting structures at designated priority schools; begin coaching data teams
- Deliver professional learning for Tier 2 and Tier 3 interventionists

Implement: January – May 2027

- Continue targeted, intensive implementation assistance at priority campuses (Tier 1 instruction and Tier 2, and Tier 3 delivery)
- Administer winter and spring universal screeners; facilitate districtwide data review
- Monitor intervention fidelity and student progress; support teams in real-time regrouping decisions

Key Activities

- Analyze mid-year and end-of-year intervention effectiveness data; produce campus-level reports
- Refine and expand MTSS dashboards and scorecards based on user feedback

Sustain and Scale: June 2027 and Beyond

- Complete end-of-year MTSS implementation report with campus- and district-level findings
- Develop sustainability plan: internal coaching pipeline, PD calendar, governance cadence
- Produce a suite of implementation guides, protocols, frameworks, and resource documents

Section III: Deliverables and Expected Outcomes

Deliverables

The following deliverables will be produced over the course of the engagement:

Deliverable	Description	Target Date
MTSS Infrastructure & Program Scan Report	Written summary of district MTSS landscape: platforms, curricula, interventions, data tools, and the rationale behind their adoption and use; includes gap analysis and priority recommendations.	September 2026
La Joya ISD MTSS Framework	Districtwide guide defining the four tiers, decision rules, roles and responsibilities, and alignment to TEA expectations.	November 2026
Professional Learning Series	Six structured PD sessions covering MTSS foundations, Tier 1 instructional strengthening, Tier 2 and Tier 3 intervention delivery, and data-based decision-making; includes facilitation materials and participant resources.	Aug 2026 – May 2027

Attendance, Dosage & Participation Monitoring Tools	Campus-ready tools for tracking the quantity and quality of instructional interactions — grounded in the principle that learning is a product of opportunity.	October 2026
Refined MTSS Data Dashboards & Scorecards	Visual reporting tools for district and campus leaders to monitor tier distribution, screening outcomes, intervention fidelity, and student progress toward grade-level benchmarks.	November 2026; updated quarterly
Intervention Effectiveness Analysis	Quarterly and end-of-year analysis of student outcome data by campus, tier, and program, with actionable recommendations for regrouping, program adjustments, or further evaluation.	Quarterly + June 2027
Family Engagement Resources & Communication Tools	Family-facing materials explaining MTSS, student progress reports, feedback survey instruments, and guidance for family-school communication about tiered support.	October 2026; updated as needed
Implementation Guides, Frameworks & Protocols	Library of operational documents: data team meeting protocols, intervention placement and exit criteria, fidelity checklists, observation tools, and role-specific guides for teachers, coaches, and administrators.	Delivered throughout; complete by May 2027
End-of-Year MTSS Implementation Report	Evaluation of Year 1 implementation: fidelity metrics, student outcome data, stakeholder feedback, and recommendations.	June 2027
Sustainability Plan	Multi-year roadmap for district-led MTSS sustainability, including internal coaching pipeline, professional learning calendar, governance cadence, and future priorities.	June 2027

Expected Outcomes

By the conclusion of Year 1, the district should expect to see measurable progress across the following outcome areas:

System Outcomes

- A documented, districtwide MTSS framework is in active use, with defined tier criteria, decision rules, and governance structures
- A platform and program scan informing evidence-based decisions about current and future tool adoption
- Refined MTSS data dashboards and dosage-monitoring tools are operational at the district and campus level

Instructional Outcomes

- Measurable improvement in Tier 1 instructional quality at priority campuses, reflected in observation data and reduced intervention referral rates
- Tier 2 and Tier 3 interventions delivered with documented fidelity, featuring demonstrated program-to-need alignment
- Reduction in the proportion of students with no active intervention plan despite chronic below-grade-level performance

Student Outcomes

- Increases in the percentage of students growing on universal screeners from fall to spring
- Measurable progress-monitoring growth for students in Tier 2 and Tier 3, with movement toward proficiency benchmarks
- Reduction in the number of students who remain in intervention for extended periods without documented growth or a revised plan

Capacity Outcomes

- District and campus leaders who can articulate, monitor, and advocate for MTSS implementation with confidence
- Instructional coaches capable of leading data team meetings and supporting Tier 1/2/3 fidelity independently
- A sustainability plan that does not depend on continued external support to maintain implementation quality
- Families who understand how MTSS works, what their child's data means, and how to be active partners in the support process

Section IV: Budget

The budget reflects the full scope of services described in this proposal for the July 2026 – June 2027 contract period. These eight areas form an integrated engagement — not independent line items, but a coordinated year of support.

Integrated Services

Service Area	Cost
Districtwide MTSS Implementation Support & Campus Expansion	$51,700

Districtwide MTSS Implementation Support and Campus Expansion establishes the foundation on which all other work rests.

- Structured scan of La Joya ISD's current MTSS landscape — teaming structures, screener use, intervention programs, and Tier 1 instructional conditions across campuses.
- Framework development translates those findings into a co-constructed La Joya ISD MTSS Framework that defines each tier, specifies decision rules, assigns roles, and aligns to TEA expectations.
- Governance setup establishes the district MTSS Leadership Team with clear responsibilities and a meeting cadence.
- Project management covers the ongoing coordination, progress tracking, and adaptive planning necessary to keep a complex, multi-campus engagement on course throughout the year.

Professional Development	$47,700

Professional Learning Series

- Six structured on-site professional development sessions
- Designed for four distinct audiences – district and campus leaders, instructional coaches, teacher leaders, and interventionists.
- Inter-session follow-up coaching for teacher leaders, the work that happens between sessions to ensure professional learning translates into changed classroom practice.

Leadership Coaching & Technical Assistance	$102,000

Targeted technical assistance, responsive and grounded in real-world application, is what converts training into lasting systemic change.

- District leadership – one session per month, focused on strategic problem-solving, data interpretation, and implementation planning.
- Campus principals – three days per month across priority campuses; blended onsite/virtual to maintain momentum, problem-solve in real time, and build principal confidence in MTSS leadership.
- Instructional Coaches – four days capacity building throughout the year, develops coaches' ability to facilitate data team meetings and support Tier 1, 2, and 3 implementation fidelity.

MTSS Governance, Fidelity Monitoring & Continuous Improvement — $10,000

Governance and continuous improvement work ensures the system stays on course.

- Facilitate quarterly MTSS governance meetings
- Development of implementation guidance tools

Platform & Program Scan / Data Systems & Dashboards — $30,000

Meaningful system improvement starts with understanding, not replacement.

- Platform and program scan to examine current systems.
- Recommendations for changes, as applicable.
- Dashboard refinement building to strengthen existing visual reporting tools.
- Dosage and participation tool tailoring

Analysis of Intervention Effectiveness & Student Outcomes — $20,000

Data analysis across the year

- Quarterly analysis of universal screening and progress monitoring
- Reports and actionable recommendations for district leadership

Family Engagement Resources & Communication Tools — $7,500

Development of the family engagement resources.

- Bilingual (English/Spanish) materials explaining the MTSS framework
- A tiered communication protocol for notifying families when their child enters or exits Tier 2 or Tier 3 support
- Student progress report templates

- Feedback surveys administered at mid- and end-of-year

Sustainability Planning & Long-Term Capacity Building — $32,500

Sustainability is embedded as a design principle throughout this engagement and concentrated here in the close-out phase.

- Sustainability plan and internal coaching pipeline
- Implementation guide and resource library
- End-of-year MTSS implementation report
- Structured future planning with district leadership

Integrated Services Total — $301,400

Independent Services

The pricing below represents select service areas that may be offered separately. Pricing for these service areas reflects an unbundled model. Because each service is structured and delivered independently rather than through an integrated framework, individual project management and deployment costs apply, preventing the application of package-based economies of scale.

Service Area	Cost
Districtwide MTSS Implementation Support & Campus Expansion	$58,400
Professional Development • Professional Learning Series – six sessions	$72,900
Leadership Coaching & Technical Assistance • District leadership – monthly • Campus principals – three times monthly • Instructional Coaches – four times annually	$125,000

Intellectual Property

CTAC brings to this engagement a substantial body of existing tools, frameworks, and resources developed over years of practice. CTAC retains all rights to this pre-existing intellectual property, as well as to any derivative works developed independently or in connection with this engagement.

For materials and resources created specifically for La Joya ISD, CTAC proposes joint copyright ownership. Under this arrangement, CTAC retains the right to use, adapt, and build upon those materials in future work, while La Joya ISD holds full rights to use all customized deliverables for its own purposes. CTAC looks forward to working with La Joya ISD to develop contractual language that reflects these principles and serves both parties well

Appendix A - Resumes

COMMUNITY TRAINING AND ASSISTANCE CENTER

JEFFREY EDMISON, M.S.

One Boston Place, Suite 2606, Boston, MA 02108 • 617-423-1444 • www.ctacusa.com • jedmison@ctacusa.com

AREAS OF EXPERTISE

- Strategic planning and organizational leadership
- Educator effectiveness systems
- Leadership mentoring and coaching
- Project management and implementation
- Stakeholder engagement
- Cross-sector partnerships
- Systems thinking and strategic alignment
- Change management and continuous school improvement
- STEM
- Fiscal accountability systems
- Technology and efficient delivery
- Professional development design and delivery
- Human capital development
- Charter schools and networks

PROFESSIONAL EXPERIENCE

Community Training and Assistance Center (CTAC) — Boston, MA
Chief Executive Officer — July 2025–Present
Chief Officer, National Field Operations — December 2011–June 2025

- Provide organizational leadership for all of CTAC's engagements with schools and school districts around the nation.
- Collaborate with state and district leaders to design, implement, and strengthen performance-based compensation systems, principal leadership development systems, and human capital management systems.
- Manage and direct school-turnaround initiatives in multiple school districts using CTAC's Standard Bearer Schools Process, which identifies root causes of underperforming schools.
- Served as project director of three U.S. Department of Education-supported initiatives, including a SEED grant focused on the expansion of the Missouri Leadership Development System, a TSL grant focused on building teacher and principal STEM instructional capacity and support in Tracy, CA, and a TSL grant in Ector, TX focused on human capital management, equity in access, and diversity in the educator workforce.
- Directed multi-state endeavors and projects across 7 states in the Northeast Comprehensive Center; served on senior management team and oversaw federal budget reporting, assignment and management of key staff, and national project evaluation.
- Work with clients to establish, assess, and better align their organizational systems, structures and resources to improve teaching and learning.
- Provide leadership, training, and technical assistance to help states and districts to recruit, develop, and retain a high-performing, diverse teaching force.
- Oversee CTAC's business and operations strategy, internal staffing, and management efforts.

EdisonLearning, Inc. — New York, NY
Regional General Manager — September 2008–August 2011

EdisonLearning is a privately held management company that provides an array of educational and operational services to 350,000 students in 25 states both in the United States and abroad.

- Led and delivered, for all clients within the region, EdisonLearning's 5-Points of accountability: Student Achievement, Academic Design Implementation, Financial Management, Client Satisfaction, and Operational Excellence. Prepared written reports and oral presentations for client and corporate interests.
- Served as school superintendent/CEO for client, $40 million annual budget. Increased state-wide assessment scores by 9.1% in Communication Arts and 15.5% in Mathematics. Achieved AYP in Mathematics for the first time in the District's history.

- Managed finances, revenue totaling more than $55 million and a $17 million profit and loss center including budgeting, accounting, and auditing. Managed human resources for region, executed contracts, evaluated performance, conducted wage and salary analysis, reviewed annual bonus structure.
- Located and negotiated terms for real estate to house new charter elementary school.
- Opened a new elementary school and expanded grade levels and course offerings for an existing charter high school.
- Developed and implemented recruitment and staffing plans, professional development plans, leadership training, curriculum resource modifications, and academic improvement plans.
- Provided superior summer school services to 24,000 students across 20 geographically separated districts and assessment services to clients in 70 schools.
- Directed and implemented technology improvements, operational and academic, and recognized company-wide as the "Tech" Regional leader of the Year 2011.
- Developed and optimized the region's operational strategy including prioritization of goals for field operations and modified the business model to meet customer needs.
- Built and maintained relationships with board members, state elected officials, university charter authorizers, and other stakeholders that positively impacted and influenced field operations.
- Interpreted and ensured school operations were in compliance with all federal, state, and local laws along with all client and corporate policies.

West Contra Costa Unified School District Richmond, CA
Associate Superintendent of Operations September 2006–September 2008

West Contra Costa Unified School District serves a diverse student population of 30,000 students in five cities and six unincorporated areas.

- Created the operational framework, led and managed the efficient and effective day-to-day operations of Technology, Child Nutrition Services, Transportation, Risk Management, Facility Maintenance and Custodial Operation, and Capital Improvement Program. Services provided in more than 65 separate schools and support facilities.
- Led departments through top-to-bottom budget review ensuring funds were allocated, executed, and available according to approved strategic plans, state and federal law, and ongoing operational needs. Reallocated and adjusted positions and resources to ensure budgets were balanced.
- Integrated the Operations Division budget planning process in close coordination with the Chief Financial Officer and other senior staff peers to reallocate positions and services to balance budget.
- Re-engineered district-wide technology service upgrades improving data integrity, increasing federal E-Rate revenue, and growing staff confidence in the student information system.
- Revamped the district operational policies and procedure to reflect current operations.
- Served as negotiator for the district leadership team for classified unions—contracts settled resulted in substantial savings to the organization.
- Met routinely with community leaders and city officials, in five independent incorporated cities, built partnerships and negotiated modified public services for the various school locations.
- Led improvement of the $870 million capital improvement program, 3rd largest in the state of California, through internal staff restructuring, process changes, and strategic communication with organizational leaders and external customers resulting in significant end user improvements.
- Presented various plans and programs to the Board of Education and community constituents increasing understanding and support for complex initiatives and agendas.
- Upgraded the food service program increasing participation and improving overall food quality.
- Provided ongoing oversight and strategic planning for the risk management program resulting in reduced claims and favorable settlements for the District within a variety of legal matters.

Christina School District — Wilmington, DE
Chief Operating Officer — March 2004–September 2006
Supervisor of Facilities
Interim Superintendent

Christina School District is the largest school district in Delaware serving 19,300 students.

- Provided strategic and sustainable leadership coaching for 28 schools encompassing more than 2,400 employees. Directly led the following departments: Curriculum and Instruction, Student Services, Alternative and Non-traditional Schools, Special Services, Facilities Custodial and Maintenance Operations, Child Nutrition Services, Transportation, Office of Safety & Security, Procurement, and Facilities Capital Improvements.
- Championed the creation of the Reform Transformation Group where all departments participated in a system-wide ongoing strategic and tactical planning process to improve service delivery.
- Directed the planning, development, and public communication strategy for the district-wide redistricting and new grade configuration plan.
- Secured commercial real estate for a middle school to address shifting enrollment patterns.
- Developed partnerships with the Latin American Community Center (LACC) and the Metropolitan Wilmington Urban League (MWUL) to develop long-term strategies for improved student achievement and parental involvement.
- Established the Performance Review cycle that focused on monthly review of selected performance indicators for every department, a result of the Reform Transformation Group.
- Established and developed the District's Office of School Safety and Security and the Procurement Department. Procurement saving of $800,000 in two years.

Brandywine School District — Claymont, DE
Executive Director of Support Services — July 2002–March 2004

- Provided leadership management for the Facilities Maintenance and Custodial Operations, Food Service, Transportation, and Major Capital Improvements. Set operating direction for each department and evaluated performance.
- Created and implemented the District's School Safety and Security program including emergency preparedness, significantly improving response.
- Spearheaded negotiations and provided administrative oversight and interpretation for employee group contracts consisting of Food Service, Custodial, and Maintenance Operations holding overall employee compensation to within budgeted targets.
- Oversaw property management services including acquiring, disposing, and leasing of real estate reducing the annual operational cost to the district.

Christina School District — Wilmington, DE
Supervisor of Major Capital Improvements — June 1998–July 2002
Supervisor of Plant Operations and Maintenance

- Provided leadership for all custodial and maintenance staff. Directed the design and development of plans and specifications for 19 projects totaling approximately $147 million dollars.
- Directed space planning studies, analyzed and implemented results, and coordinated real estate searches to meet District enrollment projections. Chairman for the Capital Improvement section of the District's five-year strategic plan.
- Improved overall union relationships through joint problem solving and an enhanced, simplified grievance process.
- Member of the State of Delaware Department of Education Facility Standards committee assembled to formulate state facility standards. Developed District construction guidelines.

MILITARY EXPERIENCE

United States Air Force and Delaware Air National Guard
Retired USAF Officer, Major July 1978–July 1998

Served in a variety of leadership roles during a 20-year career including, but not limited to, the supervision of human resources, facility management, food service, emergency response force, fire department, security police, operational readiness inspection team, and energy management.

EDUCATION

University of Missouri Rolla, MO
M.S., Mechanical Engineering 1988

University of Missouri Rolla, MO
B.S., summa cum laude, Mechanical Engineering 1987

Squadron Officers School Maxwell AFB, AL
Distinguished Graduate 1991

PUBLICATIONS

Garness, K., Slotnik, W., Qiao, Z., Liang, G., Edmison, J., & Kirkendol, S. (2025, September). *Harmony Public Schools: 2030 strategic plan – better practices report.* Community Training and Assistance Center.

Garness, K., Slotnik, W. J., Qiao, Z., Liang, G., Edmison, J., & Kirkendol, S. (2023, May). *Harmony Training Instructional Leadership Teams: Hard-to-Staff campuses study*. Community Training and Assistance Center.

Slotnik, W. J., Edmison, J., Liang, G., & Kirkendol, S. E. (2020, October). *Engaging districts for school progress: A baseline evaluation of the District Continuous Improvement Framework in Missouri.* Region 12 Comprehensive Center. https://ctacusa.com/?p=22503

Reynolds, S., Rutledge, L., & Edmison, J. (2020, July). *National trends in formative assessment support.* Region 12 Comprehensive Center. https://ctacusa.com/?p=22502

McRobbie, J., Slotnik, W. J., Edmison, J., Kirkendol, S., Liang, G., Qiao, Z., & Reynolds, S. (2018). *Gains in achievement and innovation now: Final report, Delhi Unified School District*. Community Training and Assistance Center.

COMMUNITY TRAINING AND ASSISTANCE CENTER

LEE RUTLEDGE, Ed.D.

One Boston Place, Suite 2606, Boston, MA 02108 • 617-423-1444 • www.ctacusa.com • lrutledge@ctacusa.com

AREAS OF EXPERTISE

- Personalized learning
- Educator effectiveness systems
- Leadership coaching and development
- High-quality professional development design and delivery
- School turnaround
- Continuous improvement
- Evidence-based instructional practices
- Competency-based education initiatives
- Stakeholder engagement
- School redesign
- Evidence-based literacy instruction
- Project management and implementation
- Curriculum design
- Capacity-building and sustainability
- Compensation reform
- Educator workforce development

PROFESSIONAL EXPERIENCE

Community Training and Assistance Center (CTAC) Boston, MA
Senior Associate of National School Reform and Director of Personalized Learning June 2012–present

- Facilitate school design teams engaged in the Standard Bearer Schools process, including the creation of data displays, guiding data analysis and uncovering root causes, supporting research, and planning professional development.
- Lead a statewide cadre of trainers in Kansas around principles of redesigning schools.
- Customize supports, including guidance on implementing systems for instructional coaching, evaluations and restorative practices at ten Nevada schools, including six charter schools and a district alternative school.
- Provide technical assistance to state leaders engaged in school turnaround work through the Northeast Comprehensive Center; served as liaison to Center on School Turnaround for NE states.
- Train at district and state levels for teacher and principal evaluations using Student Learning Objectives in New York, Connecticut, Rhode Island, Maine, Vermont, Texas, Los Angeles Unified School District, Washoe, Delhi, Dallas, Philadelphia and the Educational Service Center of Central Ohio.
- Supported ongoing implementation of the Teacher and Leader Effectiveness component of the Regents Reform Agenda by facilitating state-wide Network Team Institute (NTI) SLO trainings and providing BOCES-level support across New York.
- Supply coaching and leadership development to grow and develop school leaders.
- Support senior district leaders with technical assistance in responding to critical issues across schools.
- Design and produce video content to support training.

Baltimore City Public Schools Baltimore, MD
Teacher, Coach, and Mentor 2005–2012
National Academy Foundation High School, English I & English Technology 2010–2012

- Selected by Professional Peer Review Committee as Model Teacher in first cohort.
- Developed original curriculum integrating English I and Technology using eReaders to address needs of incoming class.
- Student progress: On average, students gained 1.5 grade levels in reading, closing gap to grade level.
- Supervising Teacher for two Johns Hopkins University Intern Teachers.

Pimlico Elementary/Middle School; Grades 6, 8 English 2007–2010

- Coached MD Girls State Chess Champions (2008–2010) and MD Middle School State Champions (2009).
- Student progress: 4.8 % advanced to 25% advanced; 30.2 % to 38.2 % proficient (MSA Reading).
- Led a Teach for America Content Learning Team, providing professional development to 12 new teachers.

Morrell Park Elementary/Middle School; Grades 5, 6 2005–2007

- Mentored two first-year teachers through a University of Maryland program.

Policy and Project Management

- MD Council on Educator Effectiveness (appointed by Gov. O'Malley). 2010–2012
- Joint Oversight Committee, a union-management group directing the work of 8 full-time staff in implementing the new contract (includes peer review and alternate compensation). 2010–2012
- Project Manager, Union Learning Representative program, district-wide, includes developing and conducting training on teachers' use of data and facilitating professional conversations. 2012
- Refined Instructional Framework & Rubric as part of stakeholder focus group. 2011
- Served on Student Growth Advisory Group, a panel advising the consultants developing the district's value-added model. 2011
- Baltimore Teachers' Union Learning Representative. 2008–2010
- Baltimore Teachers' Union Executive Board Member-at-Large (elected). 2009–2012
- Baltimore Teachers' Union Co-Chair, New Teacher Steering Committee. 2009–2012
- Baltimore Teachers' Union Negotiations Team member on landmark contract; campaigned for passage. 2010
- Contributed to development of TELL Maryland Survey, a statewide perceptual survey of conditions in schools. 2008–2009
- Baltimore Teachers' Union Building Representative (elected). 2005–2007

Summer Teacher Fellow 2009, 2010, 2011

- Project Manager, Para-to-Teacher program re-launch.
- Certification liaison for Teach for America.
- Prepared Title II Grant application.
- Developed web content and policy recommendations for Office of Student Placement.
- Coordinated hiring of teachers to train others on city-developed Instructional Framework and Rubric.

District of Columbia Public Schools Washington, DC

- Brightwood Elementary, teacher of Grade 5/6 Social Studies. 2002–2004
- Coached DC Boys Soccer Champions (2003, 2004).
- WTU Assistant Building Rep (elected).
- Teach for America Corps Member.

EDUCATION

University of Pittsburgh Philadelphia, PA
Ed.D. 2022

University of Pennsylvania Philadelphia, PA
MS.Ed. 2005

University of Pittsburgh Pittsburgh, PA
B.A. 2002

PRESENTATIONS

Rutledge, L. J. (2025, October). *Attracting, credentialing, and retaining high-quality teachers* [Conference session]. Missouri Legislators Retreat, Columbia, MO, United States.

Rutledge, L. J. (2016, September). *Shaping common language for personalized learning in Rhode Island* [Conference session]. Innovation Powered Through Technology Conference, Providence, RI, United States.

Rutledge, L. J. (2016, August). *The federal role in education* [Conference session]. Online presentation for Rhode Island Committee of Practitioners, Providence, RI, United States.

Rutledge, L. J. (2016, August). *Background on accountability in education* [Online presentation]. Rhode Island Committee of Practitioners, Providence, RI, United States.

Reynolds, S. A., & Rutledge, L. J. (2016, April). *Advancing teacher practice through SLOs* [Conference session]. Annual ASCD Conference, Atlanta, GA, United States.

Kirkendol, S. E., & Rutledge, L. J. (2013, September). *Quality matters: Striking a balance* [Conference session]. SLO—Implementation & Measurement Bridge Event, Northeast Comprehensive Center, Framingham, MA, United States.

Slotnik, W. J., & Rutledge, L. J. (2013, December). *Low-achieving schools: Turnaround partners (LTPs)* [Conference session]. Richmond Public Schools, Richmond, VA, United States.

Slotnik, W. J., Edmison, J. E., Kirkendol, S. E., & Rutledge, L. J. (2013, November). *Low-achieving schools: Turnaround Partners (TLPs)* [Conference session]. Virginia School Turnaround, Richmond, VA, United States.

PUBLICATIONS

Reynolds, S., Mawhinney, J., & Rutledge, L. (2025, February). *Inclusion curriculum review: Grades K-8 mathematics and English language arts–reading.* Community Training and Assistance Center.

Reynolds, S., Rutledge, L., & Edmison, J. (2020, July). *National trends in formative assessment support.* Region 12 Comprehensive Center. https://ctacusa.com/?p=22502

Slotnik, W. J., Brown, P. L., Finkel, J., Frey, J. P., Gratz, D. B., Helms, B. J., Larrabee, R. L., Qiao, Z., Rutledge, L. J., Saavedra-Keber, S., Smith, M. D., & Stinnette-Barbour, L. (2014). *Guide for standard bearer schools: Focusing on causes to improve student achievement.* Community Training and Assistance Center. https://ctacusa.com/?p=290

COMMUNITY TRAINING AND ASSISTANCE CENTER

KATI GARNESS, Ed.M.

One Boston Place, Suite 2606, Boston, MA 02108 • 617-423-1444 • www.ctacusa.com • kgarness@ctacusa.com

AREAS OF EXPERTISE

- Research and evaluation
- Mentoring and coaching
- Evidence-based literacy instruction
- Tailored professional development
- Engaging stakeholders
- Translating research into practice
- STEM
- Early childhood education
- School culture and climate
- Communications plans
- Curriculum, assessment, standards alignment
- Using data for continuous improvement

PROFESSIONAL EXPERIENCE

Community Training and Assistance Center (CTAC) — Boston, MA
Senior Associate, National School Reform — October 2020–present

- Provides professional development and coaching to educators, and school and district leaders on topics such as early childhood education, bilingual education, STEM, school culture and climate, project-based learning, and strategic planning.
- Leads Diversity, Equity, and Inclusion reviews and initiatives.
- Supports research and evaluation initiatives at the state and district levels, including Texas Education Association, and Harmony Public Schools, TX.
- Assists with the development of community outreach strategies.
- Works with educators to develop and implement academic strategies that improve student performance.

Gwinnett County Public Schools, Office of Early Learning — Suwanee, GA
Harvard Graduate School of Education Dean's Fellow — June 2020–September 2020

- Developed the project plan for the birth-to-five community ambassadors program including conducting background research, creating potential budgets, and writing a final project proposal.
- Curated early learning resources and created a rubric for measuring quality for publishing to the new Gwinnet Early Learning website.

Harvard's Making Caring Common — Cambridge, MA
Associate, School Based Climate and Culture Initiatives — September 2019–September 2020

- Managed the redesign of the Caring Schools Network school-based programming to support the expansion of program activities and outcomes to reach more than 40,000 students.
- Developed culture and climate action-plans based on relevant school survey data and collaborated with school administrators to support the implementation of school and classroom interventions.
- Translated data and research into practice to create evidence-based classroom strategies and resources.

Community Training and Assistance Center — Boston, MA
Graduate Research Intern — September 2019–June 2020

- Researched the school redesign landscape in the United States to inform the development of a state-wide school redesign initiative.
- Collaborated on the development of a National Science Foundation Discovery Research K-12 Grant with the Executive Director to seek funding for a middle school project-based STEM learning initiative.

Research Schools International Cambridge, MA
Early Childhood Professional Development Facilitator September 2019–May 2020

- Designed and implemented a professional development series on identifying areas of growth and implementing improvement research cycles for 25 Spanish-immersion preschool directors.
- Led a 9-month inquiry cycle to identify a problem of practice, evaluate relevant literature, and develop a training solution for preschool directors to fulfill their academic objectives.

Peace Corps Colombia/Institución Educativa Mauricio Nelson Visbal Barranquilla, Colombia
Coach, Foreign Language Teachers January 2017–March 2019

- Supervised and coached 5 secondary and 10 primary English teachers through co-planning, co-teaching, and model lessons resulting in improved teaching practices and English skills.
- Established the first girls' empowerment clubs in Peace Corps Colombia as Club Coordinator for Girls Leading Our World (GLOW), writing a 10-month curriculum, obtaining over $10,000 in USAID grant funding, and coordinating volunteers to create 14 new clubs across Colombia impacting over 100 girls.
- Monitored 11 working group members as President of Road Show Colombia that developed, edited, and presented English teacher trainings reaching more than 500 Colombian educators.
- Designed a new 5-year TEFL project using the logical project framework as a selected representative for the Volunteers of Peace Corps Colombia in order to increase the program's long-term impact.
- Crafted and supervised the work plans of 10 members of the Gender Equity Committee while serving as President, resulting in the development of an explicit, equity focused mission and new inclusive resources.

DC Prep Charter School Washington, DC
2nd Grade Literacy Teacher August 2015–December 2016

- Led second grade students to achieve at least 5% above the national average on the ANET Assessments.
- Developed, adapted and planned Reading and Writing curriculum according to the Common Core Standards to meet a diverse student body at a high-performing public charter school.
- Enhanced parent-teacher communication and developed interpersonal skills by having an open phone and classroom policy that allowed parents to closely monitor student progress.
- Collaborated with coworkers to plan and modify reading and writing instructional materials and plans to meet the needs of learners at a variety of reading levels in whole and small group settings.

Teach for America/Seat Pleasant Elementary School Seat Pleasant, MD
2nd Grade Reading Teacher, 2nd/3rd Grade Science Teacher August 2013–July 2015

- Managed and collaborated with a team as the Lead Classroom Teacher serving 68 students and 11 on Individualized Education Plans as part of an Autism Program at a Title I public school.
- Led second grade students to achieve 88% on-grade and 55% above-grade reading levels according to the Developmental Reading Assessment by implementing rigorous small-group reading intervention.
- Drafted a positive behavioral program that received a "Distinguished" score on the teacher evaluation scale.
- Founded the school-wide recycling program and spearheaded a 3-year plan to achieve Green School Certification while serving as the Green Team Coordinator.

RESEARCH and EVALUATION PROJECTS

Harvard Graduate School of Education Cambridge, MA
Program Evaluation of the National Parent Leadership Institute Spring 2020

- Wrote an evaluation proposal for the Children's Leadership Training Institute that included a theory of action, logic model, stakeholder engagement plan, and data collection methods.

- Outreached and engaged with a range of diverse stakeholders including program leaders and parents to meet project goals and timelines, gather data, and incorporate feedback.

Harvard Graduate School of Education Cambridge, MA
Introductory and Intermediate Statistics for Education Research Fall 2019

- Executed quantitative analysis of aggregate data from all districts in Massachusetts to explore policy implications of the relationship between student engagement and math scores utilizing Stata software.

Harvard Graduate School of Education Cambridge, MA
State Education Policy Practicum: High-Quality Preschool Implementation with the Massachusetts Department of Early Education and Care Fall 2019

- Collaborated with the Director of Research and Preschool Expansion to provide recommendations for the rollout of the Quality Rating Improvement System (QRIS) to early childhood providers.
- Researched and designed social-emotional learning measures to recommend how these measures may be incorporated as part of the QRIS evaluation.

EDUCATION

Harvard Graduate School of Education Cambridge, MA
Ed.M., Education Policy and Management May 2020

University of Wisconsin-Madison Madison, WI
B.A., International Studies-Global Security; B.A., Anthropology May 2013

PUBLICATIONS

Mawhinney, J., Garness, K., & Liang, G. (2026, January). *Inspiring Futures Across Texas: Year 2 evaluation report.* Community Training and Assistance Center.

Garness, K., Slotnik, W., Qiao, Z., Liang, G., Edmison, J., & Kirkendol, S. (2025, September). *Harmony Public Schools: 2030 strategic plan – better practices report*. Community Training and Assistance Center.

Kirkendol, S., Garness, K., & Mitchell, T. (2025, June). *Project Extended Impact: Year 2 evaluation report*. Community Training and Assistance Center.

Mawhinney, J., Qiao, Z., & Garness, K. (2025, May). *Inspiring Futures Across Texas: Year 1 evaluation report*. Community Training and Assistance Center.

Garness, K. (2025, January). *National board certification review*. Community Training and Assistance Center.

Mawhinney, J., Slotnik, W. J., Qiao, Z., Liang, G., & Garness, K. (2024, May). *Harmony Training Instructional Leadership Teams: Final impact report.* Community Training and Assistance Center.

Garness, K., Slotnik, W. J., Qiao, Z., & Liang, G. (2023, May). *Harmony Training Instructional Leadership Teams: Year two evaluation report*. Community Training and Assistance Center.

Garness, K., Slotnik, W. J., Qiao, Z., Liang, G., Edmison, J., & Kirkendol, S. (2023, May). *Harmony Training Instructional Leadership Teams: Hard-to-Staff campuses study*. Community Training and Assistance Center.

Garness, K., Slotnik, W. J., Qiao, Z., & Liang, G. (2022, December). *Harmony inclusion and student success scan*. Community Training and Assistance Center.

Garness, K., Slotnik, W. J., Liang, G., & Qiao, Z. (2022, April). *Harmony Training Instructional Leadership Teams: Year one evaluation report*. Community Training and Assistance Center.

Garness, K., Slotnik, W. J., Liang, G., & Qiao, Z. (2022, January). *Harmony Supporting Top Educators Program: Summative evaluation*. Community Training and Assistance Center.

Liang, G., Slotnik, W. J., Garness, K., Feit, B., & Qiao, Z. (2021, February). *Harmony Supporting Top Educators Program: Year four evaluation report*. Community Training and Assistance Center.

COMMUNITY TRAINING AND ASSISTANCE CENTER

ERIC JOHNSON, Ph.D.

One Boston Place, Suite 2606, Boston, MA 02108 • 617-423-1444 • www.ctacusa.com • ejohnson@ctacusa.com

AREAS OF EXPERTISE

- School and district improvement
- Evidence-based research and design
- Customized professional development
- Data literacy and continuous improvement
- Professional learning communities
- Social and emotional learning
- Curriculum development
- STEM initiatives
- Culturally relevant pedagogy
- Community and stakeholder engagement
- Using data for continuous improvement and root cause analysis

PROFESSIONAL EXPERIENCE

Community Training and Assistance Center (CTAC) — Boston, MA
Senior Associate, School Turnaround — October 2017–present

- Provide technical assistance designed to support systemic school improvement efforts.
- Collaborate with CTAC colleagues to determine what instructional support is needed to achieve the goals of the school turnaround plan.
- Observe practice, access resources, collect data, provide feedback, and demonstrate lessons in classrooms.
- Interpret student achievement data and determine related instructional needs.

Virginia International University — Fairfax, VA
Adjunct Faculty — 2015–2017

- Taught undergraduate and graduate educational courses for international students.
- Coordinated practicum experiences for future educators with international backgrounds.
- Supported professional development experiences for other faculty members.

Strategies to Succeed — Fairfax, VA
Chief Consultant — 2013–2017

- Supported clients in organizational development efforts to achieve defined goals and objectives.
- Created and facilitated leadership development workshops for management personnel.
- Advised organizations in leveraging diversity to improve company's bottom-line performance.
- Designed courses and training materials for instructional delivery.
- Provided client with effective quality methods for training sessions.
- Designed and delivered training sessions across a variety of platforms.
- Provided data analysis for client organizational initiatives.

University of Colorado — Colorado Springs, CO
Adjunct Faculty — 2012–2013

- Prepared assignments, delivered informative and engaging lectures, administered tests, and conducted student evaluations.

United States Air Force Academy — Colorado Springs, CO
Chief of Research Publications — 2011–2013

- Administered production and publication research related to leadership development.
- Delivered strategic and tactical analysis to support and optimize curriculum design.
- Extensively communicated with high-level stakeholders such as military generals, members of congress and Presidential Cabinet members.
- Served as Squadron Professional Ethics Advisor in 2012.
- Instructed courses on leadership development.

Drake University, School of Education — Des Moines, IA
Assistant Professor / Director of Urban Education Program — 2003–2011

- Traveled extensively (Russia, China, Nicaragua, Namibia, South Africa, Angola and Canada) to conduct research on urban education policy and practice.
- Coordinated teleconference international student experiences.
- Established, implemented, and administered Urban Education Program, and established partnerships with broad-based resources to optimize program success.
- Delivered multiple lectures within Adams Leadership Academy for five years.

Bowling Green State University — Boling Green, OH
Adjunct Faculty — 2002–2003

- Taught Policy and Leadership & Teaching and Learning Education courses.

Columbus Public Schools — Columbus, OH
Teacher/Administrator — 1995–2003

- Middle and High School Teacher (3 years).
- Curriculum Coordinator (3 years).
- Professional Development Facilitator (2 years).

Ohio State University, College of Education — Columbus, OH
Teaching Assistant/Adjunct Faculty — 1998–2003

- Presented courses in Policy and Leadership & Teaching and Learning Education.

Shule Institute
Executive Director — 1993–1997

- Spearheaded full-scope business operations inclusive of curriculum development, budget administration, student assessments, parental workshops, and staff training and development.

EDUCATION

Ohio State University — Columbus, OH
Ph.D., Educational Policy and Practice — 2002
Specialization in Multicultural Issues, Culturally Relevant Research

Ohio State University — Columbus, OH
Masters of Education and African American Studies — 1998
Major in Curriculum Development, Major in African American History, Politics, and Economics

Ohio State University — Columbus, OH
B.S. and B.A. — 1996
Triple Majors: Education, History, and Black Studies

HONORS

- Recognized in 2013 by United States Air Force for outstanding skills in student character coaching.
- Recognized in 2012 by United States Air Force Academy for talents in new faculty orientation.
- Recipient of 2010 Martin Luther King Service Award for excellence in community involvement.

COMMITTEES

- Reviewer: Journal of Connecting, Education, Practice and Research — 2016–present
- Human Dignity Committee, United States Air Force — 2012
- Diversity Brain Trust Committee, United States Air Force — 2012

- University Curriculum Task Force 2009
- University Strategic Planning Committee 2008-2009
- Center for Global Citizenship Board 2004-2009
- University Diversity Committee 2003-2009
- University Internal Review Board (IRB) 2006-2007

COMMUNITY TRAINING AND ASSISTANCE CENTER

GUODONG LIANG, Ph.D.

One Boston Place, Suite 2606, Boston, MA 02108 • 617-423-1444 • www.ctacusa.com • gliang@ctacusa.com

AREAS OF EXPERTISE

- Research synthesis and writing
- Data literacy and measurement
- Data-driven decision making
- Evidence-based research and design
- Program implementation and impact
- Teacher and principal evaluation systems
- Continuous improvement
- What Works Clearinghouse certified reviewer
- Program evaluation
- Translating research into practice
- Developing and using logic models as a part of program planning and evaluation

PROFESSIONAL EXPERIENCE

Community Training and Assistance Center (CTAC) — Boston, MA
Senior Research Scientist — October 2020–present
Research Specialist — 2012–October 2020

- Conduct reviews of current research on adult learning principles, coaching, and implementation science and incorporates research into recommendations of evaluation reports.
- Conduct comprehensive research and evaluation for various projects throughout the country, including the Missouri Department of Elementary and Secondary Education's Leadership Development System and Teacher Recruitment and Retention initiative; and Harmony Public Schools' Teacher Incentive Fund project and the Charter School Program (CSP) High-Quality Replication Grant (TX).
- Evaluated the implementation of Teacher Incentive Fund projects in Henrico County Public Schools (VA), Prince William County Public Schools (VA), and Delhi Unified School District (CA), and Houston Independent School District's Race to the Top district grant.
- Perform quantitative and qualitative data collection and analysis from interviews, focus groups, and statewide surveys.
- Provide comprehensive research and evaluation on Student Learning Objectives implementation in Connecticut, Maine, Maryland, Rhode Island, Washoe, Delhi, Dallas, Philadelphia and the DC Office of the State Superintendent of Education.
- Examined the implementation of the new Teacher and Principal Evaluation (TPE) system in Maryland, the fidelity of implementation of the System for Educator Evaluation and Development (SEED) in Connecticut, and Student Learning Objectives (SLOs) in Rhode Island.
- Prepare analytical annual and final reports for schools, districts, and states.
- Co-author comprehensive evaluation reports and present findings to key state stakeholders.

University of Missouri — Columbia, MO
Post-Doctoral Researcher — 2011–2012
Educational Leadership and Policy Analysis

- Served as Co-Investigator in the project entitled, "Work Contexts and Professional Learning Activities of Middle School Mathematics Teachers in Missouri." Collected data on districts' and schools' professional development policies, conducted onsite interviews with principals and teachers, transcribed the interviews and analyzed the data.
- Examined the impacts of organizational resources on teachers' participation in professional learning, professional development activities on teacher outcomes and student achievement, and teacher performance evaluation on professional development activities using three-level hierarchical linear growth models.
- Examined the impact of teacher quality and opportunity gap in students' access to qualified teachers on national achievement across 50 countries using the Trends in International Mathematics and Science Study (TIMSS) data.

University of Missouri Columbia, MO
Research/Teaching Assistant 2006–2011
Educational Leadership and Policy Analysis

- Served as principal investigator in the project entitled, "Teacher Compensation Practices Survey on midsize to large school districts in Missouri."
- Administered and managed the 2009-10 and 2010-11 Teachers' Opportunity to Learn surveys of middle school mathematics teachers in Missouri. Developed and improved survey instruments, collected, tracked, and cleaned surveys, analyzed data, and presented reports to school districts.
- Served as a teaching assistant in the statewide Ed.D. program.
- Provided assistance to Prof. Carolyn D. Herrington, Dean of the College, for the College's Strategic Development Program. Conducted literature reviews and collected data from peer universities in the Association of American Universities (AAU).
- Served as a team member supporting the Multi-Cultural Learning of Pre-Service Teachers Project. Conducted literature reviews and classroom observations, helped develop research strategies and instruments, and collected and analyzed survey data.

Shanghai University of Finance and Economics (SUFE) Shanghai, China
Program Officer 2004–2006
International Exchange Office

- Evaluation and management of university level programs on *Chinese-Foreign Cooperation in Running Schools*.
- Management of international cooperation programs.
- Management of international funding programs.
- Editor of the SUFE Annual Report.
- Interpreter and translator.

Shanghai University of Finance and Economics (SUFE) Shanghai, China
English Lecturer 2004–2006
Evening Program, School of Continuing Education

Shanghai University of Finance and Economics (SUFE) Shanghai, China
Program Officer 2000–2004
International Affairs Office

- International student, teacher and scholar services.
- Chinese teacher and mentor for international students.
- Management of international cooperation programs.
- Editor of the USTC Newsletter and the USTC Annual Report.
- University liaison for the Association of East Asian Research Universities.
- Interpreter and translator.

EDUCATION & CERTIFICATIONS

University of Missouri Columbia, MO
Ph.D., Educational Leadership & Policy Analysis 2011

University of Science & Technology of China (USTC) Hefei, Anhui, China
M.A., Linguistics and Applies Linguistics 2003

University of Science & Technology of China (USTC) Hefei, Anhui, China
B.A., English 2000

What Works Clearinghouse
Certified Reviewer – Group Design Standards (Version 5.0); Single-Case Design Standards (Version 4.1)

HONORS & AWARDS

Graduate Student Travel Scholarship, University Council for Educational Administration (UCEA) 2010

Robert C. Shaw Endowed Education Fund, College of Education, University of Missouri 2010

Invited Participant, David L. Clark National Graduate Student Research Seminar, University Council of Educational Administration (UCEA) 2009

Helen M. Barrett Memorial Scholarship in Education, Robert C. Shaw Endowed Education Fund, College of Education, University of Missouri-Columbia 2009

Barbara L. Jackson Scholarship, University Council of Educational Administration (UCEA) 2007–2008

Fellowship, College of Education, University of Missouri-Columbia 2006

PUBLICATIONS

Peer Reviewed Journal Articles

Akiba, M., & Liang, G. (2016). Effects of teacher professional learning activities on student achievement growth. *The Journal of Educational Research*, *109*(1), 99–110.

Huang, H., & Liang, G. (2016). Parental cultural capital and student school performance in mathematics and science across nations. *The Journal of Educational Research*, *09*(3), 286–295.

Liang, G., & Akiba, M. (2015). Characteristics of teacher incentive pay programs: A statewide district survey. *Journal of Educational Administration, 53*(6), 702–717.

Liang, G., Zhang, Y., Huang, H., & Qiao, Z. (2015). Teacher incentive pay programs in the United States: Union influence and district characteristics. *International Journal of Education Policy and Leadership, 10*(3). http://journals.sfu.ca/ijepl/index.php/ijepl/article/view/491

Liang, G., & Akiba, M. (2015). Teacher evaluation, performance-related pay, and constructivist instruction. *Educational Policy, 29*(2), 375–401.

Liang, G., Zhang, Y., Huang, H., Shi, S., & Qiao, Z. (2015). Professional development and student achievement: International evidence from the TIMSS data. *Journal of Postdoctoral Research*, *3*(2), 17–31.

Akiba, M., Wang, Z., & Liang, G. (2015). Organizational resources for professional development: A statewide longitudinal survey of middle school mathematics teachers. *Journal of School Leadership, 25*(2), 252–285.

Liang, G. (2013). Review of "Follow the money: How foundation dollars change public school politics." *Teachers College Record.*

Liang, G. (2013). Performance-related pay for teachers: An updated review. *Journal of Postdoctoral Research, 1*(1), 99–117.

Liang, G. (2013). Teacher evaluation and value-added: Do different models give us the same answer? (Research Highlight). *Journal of Postdoctoral Research, 1*(5), 42–43.

Akiba, M., Chiu, Y-F., Shimizu, K., & Liang, G. (2012). Teacher salary and national achievement: A cross-national analysis of 30 countries. *International Journal of Educational Research*, *53*, 171–181.

Liang, G., & Akiba, M. (2011). Performance-related pay: District and teacher characteristics. *Journal of School Leadership, 21*(6), 844–869.

Gerstl-Pepin, C., & Liang, G. (2010). Media misrepresentations of a mascot controversy: Contested constructions of race and gender. *Journal of School Public Relations, 31*(3), 251–269.

Liang, G., & Han, J. (2005). A contrastive study on disagreement strategies for politeness between American English and Mandarin Chinese. *Asian EFL Journal*, *7*(1), 155–166.

Liang, G., & Han, J. (2004). On the connotations and translation of individualism from the differences between Chinese and Western cultures (In Chinese). *Journal of Yunnan Normal University: Teaching and Research on Chinese as a Foreign Language, 2*(5), 59–61.

Liang, G., & Han, J. (2004). A study on the use of adverbs in non-English major college students' writings (In Chinese). *Shandong Foreign Language Teaching Journal, 2*, 65–66.

Book Chapters

Akiba, M., Howard, C., & Liang, G. (2019). Comparative research on teacher learning communities in a global context. In L. Suter (Ed.), *SAGE Handbook of International Studies in Education*. Sage Publishing.

Liang, G., & Akiba, M. (2017). Teachers' working conditions: A cross-national analysis using the OECD TALIS and PISA Data. In M. Akiba & G. K. LeTendre (Eds.), *International Handbook of Teacher Quality and Policy* (pp. 388–402). Routledge/Taylor & Francis.

Akiba, M., & Liang, G. (2014). Teacher qualification and achievement gap: A cross-national analysis of 50 countries. In J. V. Clark (Ed.), *Closing the achievement gap from an international perspective: Transforming STEM for effective education*. Springer.

Liang, G. (2013). Teacher evaluation policies in the United States: Implementation and impact on constructivist instruction. In M. Akiba (Ed.), *Teacher reforms around the world: Implementations and outcomes*. Emerald Publishing.

Reports

Mawhinney, J., Garness, K., & Liang, G. (2026, January). *Inspiring Futures Across Texas: Year 2 evaluation report.* Community Training and Assistance Center.

Mawhinney, J., & Liang, G. (2026, January). *Pennsylvania Charter Schools Program Grant: Summative evaluation report.* Community Training and Assistance Center.

Garness, K., Slotnik, W., Qiao, Z., Liang, G., Edmison, J., & Kirkendol, S. (2025, September). *Harmony Public Schools: 2030 strategic plan – better practices report*. Community Training and Assistance Center.

Mawhinney, J., Slotnik, W. J., Qiao, Z., & Liang, G. (2025, March). *Harmony Training Instructional Leadership Teams Forward: Year 1 evaluation report.* Community Training and Assistance Center.

Liang, G., & Slotnik, W. J. (2024, September). *Preparing leaders for expanded impact: An evaluation of the Missouri Leadership Development System*. Region 12 Comprehensive Center. https://ctacusa.com/?p=22508

Slotnik, W. J. & Liang, G. (2024, September). *State action on teacher recruitment and retention: Missouri takes the lead.* Community Training and Assistance Center. https://ctacusa.com/?p=22509

Mawhinney, J., Slotnik, W. J., Qiao, Z., Liang, G., & Garness, K. (2024, May). *Harmony Training Instructional Leadership Teams: Final impact report.* Community Training and Assistance Center.

Liang, G., & Slotnik, W. J. (2023, September). *Evaluation of the Missouri teacher recruitment and retention grants: Phase III report.* Community Training and Assistance Center. https://ctacusa.com/?p=22509

Liang, G., & Slotnik, W. J. (2023, September). *Marked impact, anticipated refinements: An evaluation of the Missouri Leadership Development System*. Region 12 Comprehensive Center. https://ctacusa.com/?p=22506

Garness, K., Slotnik, W. J., Qiao, Z., & Liang, G. (2023, May). *Harmony Training Instructional Leadership Teams: Year two evaluation report.* Community Training and Assistance Center.

Garness, K., Slotnik, W. J., Qiao, Z., Liang, G., Edmison, J., & Kirkendol, S. (2023, May). *Harmony Training Instructional Leadership Teams: Hard-to-Staff campuses study*. Community Training and Assistance Center.

Garness, K., Slotnik, W. J., Qiao, Z., & Liang, G. (2022, December). *Harmony inclusion and student success scan*. Community Training and Assistance Center.

Liang, G., & Slotnik, W. J. (2022, September). *Evaluation of the Missouri teacher recruitment and retention grants: Phase II report*. Community Training and Assistance Center. https://ctacusa.com/?p=22509

Liang, G., & Slotnik, W. J. (2022, September). *Pathway to advanced performance: An evaluation of the Missouri Leadership Development System*. Region 12 Comprehensive Center. https://ctacusa.com/?p=22505

Liang, G., & Slotnik, W. J. (2022, June). *Evaluation of the Missouri teacher recruitment and retention grants: Phase I report*. Community Training and Assistance Center. https://ctacusa.com/?p=22509

Garness, K., Slotnik, W. J., Liang, G., & Qiao, Z. (2022, April). *Harmony Training Instructional Leadership Teams: Year one evaluation report*. Community Training and Assistance Center.

Garness, K., Slotnik, W. J., Liang, G., & Qiao, Z. (2022, January). *Harmony Supporting Top Educators Program: Summative evaluation*. Community Training and Assistance Center.

Liang, G., & Slotnik, W. J. (2021, December). *Implementing with fidelity and impact: An evaluation of the Missouri Leadership Development System*. Region 12 Comprehensive Center. https://ctacusa.com/?p=8275

Liang, G., Slotnik, W. J., Garness, K., Feit, B., & Qiao, Z. (2021, February). *Harmony Supporting Top Educators Program: Year four evaluation report*. Community Training and Assistance Center.

Slotnik, W. J., Edmison, J., Liang, G., & Kirkendol, S. E. (2020, October). *Engaging districts for school progress: A baseline evaluation of the District Continuous Improvement Framework in Missouri*. Region 12 Comprehensive Center. https://ctacusa.com/?p=22503

Liang, G. & Slotnik, W. J. (2020, September). *Principal leadership at a challenging time: An evaluation of the Missouri Leadership Development System*. Region 12 Comprehensive Center. https://ctacusa.com/?p=6280

Feit, B., Liang, G., Qiao, Z., & Slotnik, W. J. (2020, February). *Harmony Supporting Top Educators Program: Year three evaluation report*. Community Training and Assistance Center.

Slotnik, W. J., & Liang, G. (2019, September). *Preparing tomorrow's principals today: A formative review of the Missouri leadership development system (MLDS)*. Community Training and Assistance Center. https://ctacusa.com/?p=3226

McRobbie, J., Slotnik, W. J., Edmison, J., Kirkendol, S., Liang, G., Qiao, Z., & Reynolds, S. (2018). *Gains in achievement and innovation now: Final report, Delhi Unified School District*. Community Training and Assistance Center.

Slotnik, W. J., Liang, G., & Sharp, M. (2018, September). *Next steps forward: Teacher and school-based administrator evaluation system*. Community Training and Assistance Center. https://ctacusa.com/?p=2925

Frey, J. P., Atteberry, A., Helms, B. J., Liang, G., Qiao, Z., Slotnik, W. J., & Wyckoff, J. (2016, Fall). *Getting the pieces right: Professional development, compensation, and school-wide performance. Teacher incentive performance award, Prince William County Public Schools*. Community Training and Assistance Center. https://ctacusa.com/?p=1838

McRobbie, J., Atteberry, A., Helms, B. J., Liang, G., Qiao, Z., Slotnik, W. J., & Wyckoff, J. (2016, Fall). *When educators learn, students learn. Learning leaders, Henrico County Public Schools*. Community Training and Assistance Center. https://ctacusa.com/?p=1844

McRobbie, J., Atteberry, A., Helms, B. J., Liang, G., Qiao, Z., Slotnik, W. J., & Wyckoff, J. (2016, Fall). *Professional development review: Learning leaders, Henrico County Public Schools*. Community Training and Assistance Center. https://ctacusa.com/?p=3049

Slotnik, W. J., Bugler, D., & Liang, G. (2016, September). *Stay the course: Teacher and principal evaluation in Maryland*. WestEd and Community Training and Assistance Center. https://ctacusa.com/?p=1889

Slotnik, W. J., Bugler, D., & Liang, G. (2015, September). *Change in practice in Maryland: Student learning objectives and teacher and principal evaluation*. WestEd and Community Training and Assistance Center. https://ctacusa.com/?p=1343

Slotnik, W. J., Bugler, D., & Liang, G. (2014, September). *Real progress in Maryland: Student learning objectives and teacher and principal evaluation*. WestEd and Community Training and Assistance Center. https://ctacusa.com/?p=702

Slotnik, W. J., Smith, M. D., & Liang, G. (2013, September). *Focus on Rhode Island: Student learning objectives and evaluation*. Community Training and Assistance Center. https://ctacusa.com/?p=298

Slotnik, W. J., Bugler, D., & Liang, G. (2013, September). *Spotlight on Maryland: Student learning objectives and teacher and principal evaluation*. WestEd and Community Training and Assistance Center. https://ctacusa.com/?p=297

PRESENTATIONS AT INTERNATIONAL AND NATIONAL CONFERENCES

Liang, G., Zhou, E., & Huang, H. (2016). *Professional development and female principals' job satisfaction: A cross-national study* [Conference session]. American Educational Research Association (AERA) Annual Meeting, Washington, DC, United States.

Akiba, M., & Liang, G. (2015). *Teachers' working conditions: International comparisons using the OECD TALIS and PISA data* [Conference session]. American Educational Research Association (AERA) Annual Meeting, Chicago, IL, United States.

Akiba, M., & Liang, G. (2015). *Teachers' working conditions: A cross-national comparison using the OECD TALIS data* [Conference session]. Comparative and International Education Society (CIES) Annual Meeting, Washington, DC, United States.

Slotnik, W. J., Bugler, D., & Liang, G. (2014). *Real progress in Maryland: Student learning objectives and teacher and principal evaluation* [Conference session]. Maryland State Department of Education (MSDE), Baltimore, MD, United States.

Akiba, M., & Liang, G. (2014). *Effects of teacher professional learning activities on student achievement growth* [Conference session]. American Educational Research Association (AERA) Annual Meeting, Philadelphia, PA, United States.

Huang, H., Liang, G., & Zhu, H. (2014). *Cultural capital and student mathematics and science achievement across nations* [Conference session]. American Educational Research Association (AERA) Annual Meeting, Philadelphia, PA, United States.

Ikoma, S., Akiba, M., LeTendre, G., & Liang, G. (2014). *Is homework assigned equally? A cross-national analysis of relationships among homework, teacher quality, parental involvement* [Conference session]. American Educational Research Association (AERA) Annual Meeting, Philadelphia, PA. http://blogs.edweek.org/edweek/inside-school research/2014/04/international_homework.html

LeTendre, G., Akiba, M., Ikoma, S., & Liang, G. (2014). *Gender differences in outside-school academic activity: Homework vs. work at home* [Conference session]. Comparative and International Education Society (CIES) Annual Meeting, Toronto, Ontario, Canada.

Slotnik, W. J., Bugler, D., & Liang, G. (2013). *Spotlight on Maryland: Student learning objectives and teacher and principal evaluation* [Conference session]. Maryland State Department of Education (MSDE), Baltimore, MD, United States.

Slotnik, W. J., Smith, M. D., & Liang, G. (2013). *Focus on Rhode Island: Student learning objectives and evaluation* [Conference session]. Rhode Island Federation of Teachers and Health Professionals, Providence, RI, United States.

Liang, G. (2013). *Teacher evaluation to improve teacher instruction: A statewide longitudinal survey of middle school mathematics teachers in Missouri* [Conference session]. American Educational Research Association (AERA) Annual Meeting, San Francisco, CA, United States.

Liang, G. (2013). *Professional development, gender gap, and national achievement: A cross-national study of 50 countries* [Conference session]. American Educational Research Association (AERA) Annual Meeting, San Francisco, CA, United States.

LeTendre, G., Akiba, M., Ikoma, S., & Liang, G. (2013). *Unequal access to educational excellence? Homework and teacher qualifications* [Conference session]. American Educational Research Association (AERA) Annual Meeting, San Francisco, CA, United States.

Akiba, M., & Liang, G. (2013). *Effects of teacher professional learning activities on student achievement growth in mathematics* [Conference session]. Association for Education Finance and Policy (AEFP) Annual Meeting, New Orleans, LA, United States.

LeTendre, G., Akiba, M., Ikoma, S., & Liang, G. (2013). *Girls' advantage? Homework and educational achievement* [Conference session]. Comparative and International Education Society (CIES) Annual Meeting, New Orleans, LA, United States.

Liang, G. (2012). *How American school districts used incentive pay programs to recruit and retain teachers: An empirical study* [Conference session]. University Council for Educational Administration (UCEA) Annual Meeting, Denver, CO, United States.

Liang, G., & Akiba, M. (2012). *Teacher incentive pay programs: How Missouri school districts use economic incentives to recruit and retain teachers* [Conference session]. University Council for Educational Administration (UCEA) Annual Meeting, Denver, CO, United States.

Liang, G., & Akiba, M. (2012). *Teacher evaluation, performance-related pay and constructivist instruction* [Conference session]. American Educational Research Association (AERA) Annual Meeting, Vancouver, British Columbia, Canada.

Liang, G., & Akiba, M. (2011). *Teacher evaluation, performance-related pay and student achievement: A statewide survey of middle school math teachers in Missouri* [Conference session]. American Educational Research Association (AERA) Annual Meeting, New Orleans, LA, United States.

Liang, G., & Akiba, M. (2010). *Performance-related pay: District and teacher characteristics* [Conference session]. University Council for Educational Administration (UCEA) Annual Meeting, New Orleans, LA, United States.

Liang, G. (2010). *Merit pay and teacher attrition: An empirical study* [Conference session]. Comparative and International Education Society (CIES) Annual Meeting, Chicago, IL, United States.

Liang, G. (2009). *Merit pay and teacher attrition: The selection effect of performance-based pay* [Conference session]. 29th Annual David L. Clark National Graduate Student Research Seminar in Educational Administration and Policy, San Diego, CA, United States.

Liang, G. (2009). *Merit pay for teachers: A comparative study between Mainland China and the United States* [Conference session]. Comparative and International Education Society (CIES) Annual Meeting, Charleston, SC, United States.

Liang, G. (2008). *Does teacher quality matter? A comparison of six Asian countries and the United States* [Conference session]. Comparative and International Education Society (CIES) Annual Meeting, New York City, NY, United States.

Liang, G., Zhuang, Y-L., Akiba, M., & Shimizu, K. (2007). *Teacher quality and eighth-grade math achievement: A comparative study of rural and urban schools in the U.S. and Japan* [Conference session]. Comparative and International Education Society (CIES) Annual Conference, Baltimore, MD, United States.

EDITORIAL POSITIONS

Editorial Board Member, *Educational Researcher* 2017–present
American Educational Research Association (AERA)

Outstanding Reviewer, *Educational Researcher* 2016
American Educational Research Association (AERA)

Peer Reviewer 2007–present

Reviewed hundreds of manuscripts and submissions for publishers, journals, and academic conferences such as *Teachers College Press*, *Emerald Publishing* **(UK),** *American Journal of Education, the Sociological Quarterly*, *Educational Researcher*, *Educational Policy*, *Economics of Education Review*, *Journal of Teacher Education*, *Youth and Society*, *Journal of Educational Administration*, *International Journal of Educational Development*, **AERA, UCEA, and CIES**

COMMUNITY TRAINING AND ASSISTANCE CENTER

NATALIE NIER

One Boston Place, Suite 2606, Boston, MA 02108 • 617-423-1444 • www.ctacusa.com • nnier@ctacusa.com

AREAS OF EXPERTISE

- Multi-channel communications
- Project management support
- Dissemination and replication
- Website design and development
- Planning and coordination
- Social media, newsletters, brochures
- Graphics creation
- Impact reports
- Best practices alignment and updates
- Quality control and assurance

PROFESSIONAL EXPERIENCE

Community Training and Assistance Center (CTAC) — Boston, MA
Director, Communications and Technology — November 2007–present

- Lead the development and implementation of CTAC's communications strategies and plans.
- Review all resources, briefs, reports, and dissemination materials, helping to ensure the quality, relevance, and usefulness of CTAC materials and publications.
- Collaborate with researchers and other staff to develop research-based products for state, district, and school clients.
- Serve as a resource to senior management team on business development, strategic planning, internal operations, and special projects.
- Maintain company and project websites, including publishing updates and ensuring quality and accessibility.
- Lead efforts to disseminate project updates, results/outcomes, and materials to the field through multiple vehicles.

White & McCarthy, LLC — Richmond, VA
Paralegal — August 2002–October 2007

- Drafted estate planning documents, guardianship and conservatorship pleadings, and assisted with Medicaid planning transactions and applications.
- Performed all estate and trust administration tasks, including preparation and filing of all probate forms, payment of bills and account reconciliation for trust and estate accounts, monitoring over $3 million in assets, meeting and communicating with clients, and generating and tracking all estate deadlines.
- Prepared business entity formation documents, coordinated annual meetings and completed and filed annual reports with Virginia State Corporation Commission for over 40 corporate clients.
- Maintained client database, office network, and individual computers, installed and managed hardware and software, integral in installation of server and creation of firm network.
- Recruited, interviewed and trained administrative assistants and paralegals.

Robert E. Ward and Associates, P.C. — Bethesda, MD
Office Manager/Paralegal — August 2000–July 2002

- Managed accounts payable, accounts receivable and client billing, generating $1 million per year in revenue.
- Increased firm marketability by designing, posting and maintaining website.
- Assisted in production and revision of estate and business planning documents.
- Aided in estate administration by completing and filing probate forms.
- Researched various state filing requirements to properly register business entities, monitored filing deadlines and ensured companies maintained good standing status.
- Recruited, interviewed and instructed administrative assistants.

EDUCATION

University of Maryland, College Park — College Park, MD
B.A., English — 2000

COMMUNITY SERVICE

Center for Volunteer Caregiving, Cary, NC — 2010–2020
Volunteer

South Shore Elder Services, Braintree, MA — 2007–2010
Money Management Program Volunteer

Susan G. Komen Race for the Cure, Richmond, VA — 2005
Cabinet Member

COMMUNITY TRAINING AND ASSISTANCE CENTER

EDUARDO SOTO, M.A.

One Boston Place, Suite 2606, Boston, MA 02108 • 617-423-1444 • www.ctacusa.com • esoto@ctacusa.com

AREAS OF EXPERTISE

- District and school turnaround efforts
- Principal mentoring
- Charter school management
- Special education
- Leadership development
- Strategic planning
- Capacity-building and sustainability
- Community engagement and partnership
- Educator workforce development
- Continuous improvement and feedback
- Systems thinking and strategic alignment
- Professional development design and delivery

PROFESSIONAL EXPERIENCE

Community Training and Assistance Center (CTAC) — Boston, MA
Senior Associate, National School Reform — November 2017–present

- Coordinate conversations with district superintendents to introduce them to CTAC's mission and initiatives.
- Facilitate technical assistance and professional development training to various state departments of education.
- Lead school improvement and turnaround initiatives, helping districts develop and implement academic strategies that improve student performance.
- Develop and facilitate school leadership development projects.
- Assist districts and states to align projects to federal priorities and leverage resources appropriately.
- Provide coaching and mentoring to district leaders.

State Department of Education — New Mexico
Educational Consultant, Priority Schools Bureau — 2014–2018

- Led the districtwide Teachers Pursuing Excellence within the Penasco Independent School District, an initiative by the Priority Schools Bureau to improve teaching practices within selected district and schools.
- Visited low performing schools, compiled technical review reports for superintendents and school leaders regarding site visits with recommendations for school wide improvement and turnaround.
- Participated in Priority Schools Bureau NM DASH professional development (Data, Accountability, Sustainability, and High Achievement) with ongoing role to support districts and schools with new accountability system.
- Provided direct support to 14 districts across New Mexico on the Educational Plan for Student Success, DASH professional development, technical reviews, school audits, and data reviews.

Albuquerque Public Schools — Albuquerque, NM
Associate Superintendent for Secondary Education — 2006–2014

- Provided leadership and support to 13 comprehensive high schools, 9 district schools of choice, and 27 middle schools in their redesign efforts to increase student achievement, persistence through graduation and positive post-secondary outcomes.
- Led the APS district charter school office and 17 district led charters and established a positive culture of inclusion within the Albuquerque Public Schools through opening district wide professional development opportunities to all charter school principals.
- Led the development and full implementation of a $9M Smaller Learning Communities grant to expand smaller learning communities in all 13 high schools. Provide guidance and structure for current small learning community endeavors.

- Provided focused leadership on improving the cohort graduation rate through direct principal contact and by collaborating with key agencies that supported our efforts. Those organizations included the Chicago Consortium on School Reform and the Stanford School Redesign Network.
- Provided technical and programmatic support to the APS Board of Education on strategic district planning processes including the creation of performance benchmarks for secondary schools.
- Provided leadership for the Common Core implementation in the district's secondary schools.
- Established a professional learning community for African American leaders in APS and provided them a forum to increase their voice within the district.
- Supervised the implementation of a $5 million dollar School Improvement Grant in one middle and three comprehensive high schools.

Cluster Leader Principal, Alternative Cluster and Summer Programs 2000–2007

- Established a site visit process focused on student achievement and distributive leadership among cluster principals which involved intensive school wide conversations with principals, teachers, community members and students. A final report was written and submitted to the district and school principal for further implementation of recommendations by the committee.
- Streamlined the summer school registration process through the development of the district wide online registration process.
- Used principal evaluations and professional development opportunities to increase the capacity of cluster principals to develop leadership in their schools focused on improving student achievement outcomes.
- Demonstrated fiscal responsibility through a necessary school closure resulting in a $900K district savings.
- Led efforts to create a new alternative school for long term suspended middle school students.

Principal, Career Enrichment Center/Early College Academy 2006–2007

- Lead principal of the Career Enrichment Center and Early College Academy which are APS' premiere magnet school offering cutting edge coursework in STEM courses such as robotics, medical programs, computer programming, software design and others.

Principal, Bernalillo County Juvenile Detention Center 1998–2006

- Forged links with the Bernalillo County and community agencies to provide quality instruction for incarcerated youth. Provided interagency leadership on budget development, staff interaction and student learning opportunities such as implementation of a reading program that demonstrated literacy growth.
- Developed online course access for incarcerated youth that resulted in credits towards graduation.
- Expanded the use of technology by students within the facility for educational purposes.
- Provided direct support to 5 teachers to pursue their National Board Certification.

Principal, Rio Grande High School 1996–1998

- Oversaw day to day school operations in various areas including but not limited to budget, supervision, athletics, and instructional programs.
- Completed the first seal of bilingual/biliteracy within APS.
- Worked to maintain positive school community relations.

Assistant Principal, West Mesa High School 1992–1996

- Resolved student discipline issues through proactive approaches with students and their families.
- Supervised intensive programs for English Language Learners and students with disabilities.
- Supervised bilingual education and special education departments.
- Conducted all staff evaluations and reviews.

EDUCATION

Education Specialist, University of New Mexico, Education Administration 1991
Master of Arts, University of New Mexico, Special Education 1983
Bachelor of Arts, University of New Mexico, Secondary Education; Bilingual Education, Spanish, Social Studies 1979

CERTIFICATIONS

New Mexico Public Education Department

- Education Administration, Level 3B 100
- Instructional Leader, Level 3A 500
- Bilingual/Social Studies, Level 2 300
- Special Education, Level 2 300

ORGANIZATIONS

- New Mexico Coalition of School Administrators
- ALAS National Chapter and ALAS de Nuevo Mexico (state chapter) – Led efforts to establish a NM ALAS state affiliate
- Association of Latino Administrators and Superintendents Executive Board Member, 2010–2014
- Association of Latino Administrators and Superintendents – Chair of State Affiliates Committee and member of the Nominations Committee
- Member of Hispanic Education Act of New Mexico Committee
- Holy Rosary Parish – Served on St. Vincent de Paul and San Eugenio Outreach Committees

AWARDS AND RECOGNITIONS

- Educator of the Year Award – West Mesa High School, 1992
- Special Education Educator of the Year Award, 1994
- Special Education Administrator of the Year Award in APS, 2014
- Association of Latino Administrator and Superintendents – Outstanding Educator Award, 2015
- Association of Latino Administrators and Superintendents – Lifetime Achievement Award, 2017

ADDITIONAL INFORMATION

- Fully bilingual in Spanish/English
- Strong relationship building skills
- Effective networking and communication skills
- Service oriented
- Native New Mexican

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 1 - Excellence in Leadership

Agenda Category: Consent Item

Item Title: Approval of Summit K12 Science as a Supplemental Resource for K-12 Science Instruction Through Educational Materials & Equipment RFP

BACKGROUND:

The Science Department is seeking board approval to adopt Summit K12 Science as a supplemental Instructional resource to support student learning in science for 5th,8th, and Biology classrooms. This digital platform offers TEKS-aligned content that enhances instruction through interactive lessons, virtual labs, vocabulary practice, and readiness support tools designed to reinforce core concepts.

RATIONALE:

The Science Department is seeking board approval to adopt Summit K12 Science as a supplemental instructional resource to support student learning in science for 5th, 8th, and Biology classrooms. This digital platform offers TEKS-aligned content that enhances instruction through interactive lessons, virtual labs, vocabulary practice, and readiness support tools designed to reinforce core concepts.

BUDGET:

Cost	*Funding Source*	*Vendor*
$57,765.00	162-11-6396-54-831-7-30-000 162-13-6291-54-831-7-30-000	Summit K12 Holding INC. Austin Tx

Purchasing Mechanism	*Additional Documentation*
RFP# 2024-23/Quotes attached	Quotation Documentation; Evaluation Matrix; Agreement

RECOMMENDATION:

Administration Recommends Approval

Initiated by: Jodie Adair, Deputy Chief of Instructional Support & School Leadership

Reviewed by: Derek G. Little, Deputy Superintendent

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: Derek G. Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

SUMMIT K12

Summit K12 Quotation Form
Quotes are valid 90 days from Creation Date
(If purchase request is dated on or before the above date, then quote price is valid and honored)

Created Date	6/11/2026	Quote Number	00022375
Subscription End Date (Quote)	6/30/2027	Vendor #	142956
		Account Name	La Joya Independent School District
		Contact Name	Maribel Vigil
		Email	m.vigil@lajoyaisd.net

Summit K12
PO Box 26841, Austin, TX 78755
P: 844-331-4737 | Fax: 866-490-8158 | orders@summitk12.com

Prepared By	Kimberly Santos
Email	kimberly.santos@summitk12.com
Phone	(956) 451-0093

Notes:

This quote is for Summit K12 Dynamic Science with STAAR Readiness
August 1, 2026-June 30, 2027
100% Meets/Masters Guarantee
1. Supplemental Curriculum Resources for all TEKS; including Science Literacy with RLA, Vocabulary Boosters; Concept Mastery Assessments, Create Assessment Bank, Virtual Field Trips, TEKS Videos and Simulations
2. STAAR Practice Test Aligned to TEA Blueprint; Personalized Learning Plan for each Student; Color-coded & exportable Data Reports
3. STAAR Teacher Review Lesson Plans for every TEKS assessed
4. SSO/Rostering Integration

Product Code	Product	Line Item Description	Sales Price	Quantity	Total Price
9781616183875-001	Dynamic Science 5th Grade - Comprehensive Package - Online 1 year		$10.95	725	$7,938.75
9781616183851-001	Dynamic Science 5th Grade - Dual Language En/Sp Comprehensive Package - Online 1 year		$13.95	725	$10,113.75
9781616183875-001	Dynamic Science 5th Grade - Comprehensive Package - Online 1 year	Add Enrollments	$10.95	208	$2,277.60
9781616183851-001	Dynamic Science 5th Grade - Dual Language En/Sp Comprehensive Package - Online 1 year	Add Enrollments	$13.95	207	$2,887.65
9781433400049-001	Dynamic Science 8th Grade - Comprehensive Package - Online 1 year		$10.95	1,530	$16,753.50
9781433401596-001	Dynamic Biology - Comprehensive Package - Online 1 year		$10.95	1,625	$17,793.75

Total Price	$57,765.00
S&H	$0.00
Total w Shipping	$57,765.00

Professional Development

- Up to 30 participants for online and 50 participants for on-site PD sessions.
- Online PD - a minimum of 5 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

- On-site PD - a minimum of 14 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.
- PD dates must be scheduled & delivered prior to the Subscription End Date. There will be no refunds for unused PD sessions.

Terms & Conditions

How to Order
- Via email at orders@summitk12.com

Prices
- Prices applicable only within the US, its possessions, & its outlying areas.
- All prices are in US funds.
- Payment must be in US funds only.

Terms
- Net 30 days, subject to credit approval

Summit K12 Holdings, Inc: Federal Tax ID # 47-2584101.

Sam.Gov registration: DFQCGB4SNXK4 or Summit K12 Holdings

Privacy Policy
https://www.summitk12.com/privacy-policy

Guarantee Information
https://www.summitk12.com/guarantee-information

Shipping
Please include preferred shipping details, expected delivery dates, delivery contact names and phone numbers.

STAAR® is a federally registered mark owned by TEA. Summit K12 is not sponsored by, endorsed by, or affiliated with the Texas Education Agency.

Learn-Ed LLC dba EduSmart
Phone: 800-318-9172
https://edusmart.com/

Prepared For:
Account Name: LA JOYA ISD
Contact Name: Maribel Vigil
Email: m.vigil@lajoyaisd.net
Phone:

Bill to:
LA JOYA ISD
Attn: Accounts Payable
1625 ROQUE SALINAS
MISSION, TX-78572-2009

QUOTE

EDU1919

Created Date	May 21, 2026 10:26 AM
Quote Valid Until	Sep 30, 2026
Sales Person	Jerry Rasch
Phone No.	720-891-0736
Amount	$ 45,170.00

Subscription Term: 2026-2027 School Year

Please place order by email: **po@edusmart.com**, or **fax: 805-617-1706**
PLEASE PROVIDE THE QUOTE NUMBER WITH YOUR PO

Item & Description	Qty	Sales Price	Total Price	Your Price
TX Grade 5: 1 YR EduSmart Digital Licenses	1865	$ 8.50	$ 15,852.50	$ 15,852.50
TX Grade 8: 1 YR EduSmart Digital Licenses	1530	$ 8.50	$ 13,005.00	$ 13,005.00
TX HS Biology : 1 YR EduSmart Digital Licenses	1625	$ 8.50	$ 13,812.50	$ 13,812.50
STAAReady G5 EduSmart Grade 5 STAAReady	21	$ 695.00	$ 14,595.00	$ 0.00
STAAReady G8 EduSmart Grade 8 STAAReady	8	$ 995.00	$ 7,960.00	$ 0.00
STAAReady GBIO EduSmart Biology STAAReady	6	$ 995.00	$ 5,970.00	$ 0.00
EduSmart and STAAReady Set Up Includes rostering, implementation training, follow up training, office hours, and STAAReady training.	1	$ 2,500.00	$ 2,500.00	$ 2,500.00

Sub Total	**$ 73,695.00**
Service Tax	$ 0.00
Discount	$ 28,525.00
Total Amount	$ 45,170.00
Grand Total	**$ 45,170.00**

Terms & Conditions

Description

The term of EduSmart licenses starts at the receipt of a signed agreement or purchase order.
All educational materials, assessments, interactive modules, and related content are the property of Learn-Ed, LLC dba EduSmart and can be used for all students, teachers, and administrators. These resources may be used only for the duration and terms specified in the contract.
Partners will receive automatic updates to content as they become available.
Payment terms for EduSmart resources are net 30 days for full amount. Non-payment of a purchase order may result in contract termination.

EduSmart Vendor No.
STAAReady Resources included at no cost.

Authority Signature
Jerry Rasch

Jerry Rasch, M.Ed.
Education Consultant
720-891-0736
jerry@edusmart.com

Schedule Jerry Here

5701 W. Slaughter Ln, A-130/#401, Austin, TX 78749

La Joya Independent School District
Standard Evaluation Matrix
(Non-Federally Funded Procurement)
Science Resources Quotation

EVALUATION CRITERIA: The following criteria shall be considered when evaluating vendor responses for contract award as delineated in Texas Education Code §44.031 (b), as well as any other criteria specified in the proposal:

Item		Points	EduSmart Austin, TX	Summit K12 Austin, TX
			$45,170.00	$57,765.00
1	The purchase price	35	35.00	27.37
2	The reputation of the vendor and of the vendor's goods and services	5	3.33	5.00
3	The quality of the vendor's goods or services	10	7.00	9.67
4	The extent to which the goods or services meet District's needs	12	7.67	12.00
5	The vendor's past relationship with the District	1	0.00	1.00
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses (consideration)		Yes	-
7	The total long term cost to the district to acquire the vendor's goods or services (service, supplies, maintenance, etc.), total cost of ownership	7	5.67	6.00
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner; (A) Has its principal place of business in the State of Texas; or (B) Employs at least 500 persons in the State of Texas	2	2.00	2.00
9	Environmentally Sensitive	2	0.00	0.00
10	Delivery Requirements	7	6.00	7.00
11	District Community Involvement	3	0.00	0.00
12	Company or local representative involved in litigation against a school district	6	6.00	6.00
13	Other relevant factors specifically listed in the solicitation	10	6.00	10.00
	Total	100	78.67	86.04

Evaluation Committee:
Maribel Vigil - Math & Science
Cristina Saldaña - Math & Science
Cynthia Reyes - Math & Science

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between SUMMIT K12 with offices located at PO BOX 26841, AUSTIN TX 78755 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

AGREEMENT

1.0 Term

This Agreement shall be effective as of JUNE 2026 and end on JULY 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current

and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD:
La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT:
Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

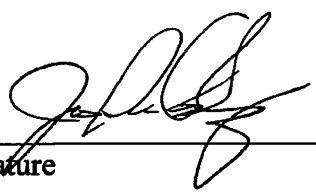
Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

6/17/2026
Date

SUMMIT K12



Signature

John Kresky
Name

CEO
Title

6/17/2026
Date

Exhibit A - Services and Fees

Scope of Services

DYNAMIC SCIENCE 5TH GRADE - COMPREHENSIVE PACKAGE - ONLINE 1 YEAR

DYNAMIC SCIENCE 5TH GRADE - DUAL LANGUAGE IN/SP COMPREHENSIVE PACKAGE ONLINE - 1 YEAR

DYNAMIC SCIENCE 5TH GRADE - COMPREHENSIVE PACKAGE - ONLINE 1 YEAR

DYNAMIC SCIENCE 5TH GRADE - DUAL LANGUAGE EN/SP COMPRENHENSIVE PACKAGE - ONLINE 1 YEAR

DYNAMIC SCIENCE 8TH GRADE - COMPREHENSIVE PACKAGE - ONLINE 1 YEAR

DYNAMIC BIOLOGY - COMPREHENSIVE PACKAGE - ONLINE 1 YEAR

Fee Structure

DYNAMIC SCIENCE 5TH GRADE - COMPREHENSIVE PACKAGE - ONLINE 1 YEAR -9781616183878-001 Quantity 725x10.95=$7,938.75

DYNAMIC SCIENCE 5TH GRADE - DUAL LANGUAGE IN/SP COMPREHENSIVE PACKAGE ONLINE - 1 YEAR - 9781515183851-001 725x13.95=$10,113.75

DYNAMIC SCIENCE 5TH GRADE - COMPREHENSIVE PACKAGE - ONLINE 1 YEAR $10.95X208= $2,277.60

DYNAMIC SCIENCE 5TH GRADE - DUAL LANGUAGE EN/SP COMPRENHENSIVE PACKAGE - ONLINE 1 YEAR $13.95X207= $2,887.65

DYNAMIC SCIENCE 8TH GRADE - COMPREHENSIVE PACKAGE - ONLINE 1 YEAR $10.92X1,530= $16,753.50

DYNAMIC BIOLOGY - COMPREHENSIVE PACKAGE - ONLINE 1 YEAR $10.95X1,625=$17,793.75

TOTAL: $ 57,765.00

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

162-11-6396-54-831-7-30-000/162-13-6291-54-831-7-30-000

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 2 - Empowered Graduates

Agenda Category: Consent Item

Item Title: Approval of Digital and Student Textbooks for Language Other Than English Courses Through RFP #2026-22

BACKGROUND:

Student digital platform and student textbooks are required to support instruction and provide access to TEKS aligned content for all students.

RATIONALE:

The purchase of the digital platform and accompanying textbooks will provide all students enrolled in Languages Other Than English (LOTE) courses with access to high-quality instructional resources. These materials are critical for the effective implementation of the curriculum and will support the delivery of rigorous, standards-aligned instruction.

BUDGET:

Cost	*Funding Source*	*Vendor*
$222,839.47	199-11-6396-39-860-7-25-010 199-11-6399-39-860-7-25-010 199-13-6291-39-860-7-25-010	Vista Higher Learning Boston, MA

Purchasing Mechanism	*Additional Documentation*
RFP #2026-22/Quotes Attached	Quotes; Agreement

RECOMMENDATION:

Administration Recommends Approval

Initiated by: Jodie C. Adair, Deputy Chief of Instructional Support & School Leadership

Reviewed by: Jodie C. Adair, Deputy Chief of Instructional Support & School Leadership

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business and Administrative Services

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

COST PROPOSAL

Quote Prepared On June 2, 2026
Quote Valid Through October 15, 2026
Quote No. 2605227714
Version No. 2

Prepared For
Irma Zuniga La Joya Independent School District 1907 W 42 1/2 ST Mission, TX 78573

Prepared By
Sophia Kirkley skirkley@vistahigherlearning.com Vista Higher Learning 500 Boylston St, 10th Floor Boston, MA 02116-3736

Senderos 2023

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
3,000	978-1-54337-839-9	Senderos 2023 Supersite Plus(v) + WebSAM(1 year license)	$44.95	$134,850.00	$134,850.00
210	978-1-54335-793-6	Senderos 2023 Level 1 Student Edition	$99.95	$20,989.50	$20,989.50
180	978-1-54335-807-0	Senderos 2023 Level 2 Student Edition	$99.95	$17,991.00	$17,991.00
180	978-1-54335-819-3	Senderos 2023 L4 Student Edition	$99.95	$17,991.00	$17,991.00
180	978-1-54335-825-4	Senderos 2023 L5 Student Edition	$99.95	$17,991.00	$17,991.00

Services WL

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
2	TRNG062	WL PL Implementation - Custom Workshop - Onsite - Standard Session	$3,500.00	$7,000.00	$7,000.00
1	TRNG056	WL PL Implementation - Refresher Workshop - Onsite - Standard Session	$3,000.00	$3,000.00	$3,000.00

Additional Services

Item	Description
Customer Success Partnership	Regular touchpoints with district leaders during first year of implementation

Total Cost	$219,812.50
Est. Shipping	$3,026.97
Est. Grand Total Cost	**$222,839.47**

Ordering Instructions

- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
  - A copy of this Quote
  - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

Vista Higher Learning
500 Boylston Street, 10th Floor
Boston, MA 02116-3736
Email: orders@vistahigherlearning.com
Phone: (800) 269-6311, option 3
Fax: (617) 426-5215

Terms of Purchase

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: https://www.vhlcentral.com/terms_of_use.
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: https://vistahigherlearning.com/return-policy.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business!

CARNEGIE LEARNING

436 Seventh Ave, Suite 200
Pittsburgh,PA 15219
(888) 851-7094
Send Payment to: PO Box 646003, Pittsburgh, PA 15264
salessupportmailbox@carnegielearning.com

QUOTE NO: Q-69837

DATE: 6/3/2026
EXPIRES ON: 7/31/2026

CONTACT INFORMATION		
La Joya Independent School District 201 E Expy. # 83 La Joya, TX, 78560	Marcey Sorensen Superintendent m.sorensen@lajoyaisd.net	Shelly Mitchell Account Executive (713) 306-0985 smitchell@carnegielearning.com

Print Textbooks

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
¡Qué chévere! 3e - Student Edition Level 1	Print Student Edition Textbook		210	USD 20,330.10
¡Qué chévere! 3e - Student Edition Level 2	Print Student Edition Textbook		180	USD 17,425.80
¡Qué chévere! 3e - Student Edition Level 3	Print Student Edition Textbook		180	USD 17,425.80
¡Qué chévere! 3e - Student Edition Level 4	Print Student Edition Textbook		180	USD 17,425.80
			Print Textbooks TOTAL:	USD 72,607.50

Digital Student Access

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
¡Qué chévere! 3e - Student Digital Access Level 1	Access to all digital program Student components.	1 Yrs	817	USD 32,026.40
¡Qué chévere! 3e - Student Digital Access Level 1	Access to all digital program Student components.	1 Yrs	766	USD 30,027.20
¡Qué chévere! 3e - Student Digital Access Level 1	Access to all digital program Student components.	1 Yrs	400	USD 15,680.00
Destinations Library: Spanish and ClearTalk Bundle	iCulture + eReaders + Video Libraries with AI-generated simulated livechats for language practice and assessment	1 Yrs	3,000	USD 81,690.00
• Destinations Library: Spanish	iCulture + Spanish eReaders + My Language Town video library	1 Yrs	3,000	Included
• ClearTalk Spanish	AI-generated simulated livechats for language practice and assessment.	1 Yrs	3,000	Included
En voz alta 1e - Student Digital Access Level 1	Access to all digital program Student components.	1 Yrs	614	USD 24,068.80
En voz alta 1e - Student Digital Access Level 2	Access to all digital program Student components.	1 Yrs	403	USD 15,797.60
			Digital Student Access TOTAL:	USD 199,290.00

Teacher Materials

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
¡Qué chévere! 3e - Annotated Teacher's Edition - Print and Digital Access Level 1	¡Qué chévere! 3e - Annotated Teacher's Edition - Print and Digital Access	1 Yrs	12	USD 1,341.12
• ¡Qué chévere! 3e - Annotated Teacher's Edition Level 1	Print Annotated Teacher's Edition		12	Included
• ¡Qué chévere! 3e - Teacher Digital Access Level 1	Access to all digital program Teacher components.	1 Yrs	12	Included
¡Qué chévere! 3e - Annotated Teacher's Edition - Print and Digital Access Level 2	¡Qué chévere! 3e - Annotated Teacher's Edition - Print and Digital Access	1 Yrs	12	USD 1,341.12
• ¡Qué chévere! 3e - Annotated Teacher's Edition Level 2	Print Annotated Teacher's Edition		12	Included
• ¡Qué chévere! 3e - Teacher Digital Access Level 2	Access to all digital program Teacher components.	1 Yrs	12	Included
¡Qué chévere! 3e - Annotated Teacher's Edition - Print and Digital Access Level 3	¡Qué chévere! 3e - Annotated Teacher's Edition - Print and Digital Access	1 Yrs	3	USD 335.28
• ¡Qué chévere! 3e - Annotated Teacher's Edition Level 3	Print Annotated Teacher's Edition		3	Included
• ¡Qué chévere! 3e - Teacher Digital Access Level 3	Access to all digital program Teacher components.	1 Yrs	3	Included
En voz alta 1e - Annotated Teacher's Edition - Print and Digital Access Level 1	En voz alta 1e - Annotated Teacher's Edition - Print and Digital Access	1 Yrs	11	USD 1,229.36
• En voz alta 1e - Teacher's Guide Level 1	En voz alta: Español para hispanohablantes - Print Teacher's Guide		11	Included
• En voz alta 1e - Teacher Digital Access Level 1	Access to all digital program Teacher components.	1 Yrs	11	Included
En voz alta 1e - Annotated Teacher's Edition - Print and Digital Access Level 2	En voz alta 1e - Annotated Teacher's Edition - Print and Digital Access	1 Yrs	11	USD 1,229.36
• En voz alta 1e - Teacher's Guide Level 2	En voz alta: Español para hispanohablantes - Print Teacher's Guide		11	Included
• En voz alta 1e - Teacher Digital Access Level 2	Access to all digital program Teacher components.	1 Yrs	11	Included
			Teacher Materials TOTAL:	USD 5,476.24

SUBTOTAL:	USD 277,373.74
SHIPPING AND HANDLING:	USD 0.00
ESTIMATED SALES TAX:	USD 0.00
TOTAL:	USD 277,373.74

Pursuant to TX HB 5515 §31.151, freight costs for instructional materials must reflect actual delivery expenses. Accordingly, shipping is excluded from this quote and will be invoiced separately after delivery. Customer agrees to pay the actual freight charges upon invoicing.

CARNEGIE LEARNING

TERMS AND CONDITIONS

- The attached quotation is confidential and proprietary information not to be distributed or shared by the Customer.
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s Terms of Use policy available at: http://www.carnegielearning.com/terms-of-use
- Prices are subject to change without notice.
- Quote is valid for 30 days.
- Quoted sales tax is an estimate. Sales Tax is subject to change based on shipping locations and rates at the time of order processing.
- Please include your tax exempt certificate with your purchase order. The Carnegie Learning Federal Tax ID# is 25-1805640.
- Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
- All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
    - Media received that was not ordered (wrong title, wrong quantity). Materials must be in original shrink wrap, if applicable, and not used.
    - Media received in a damaged condition that would render it unsuitable for use.
    - Customer is responsible to inspect textbook shipments and report any textbook quantity, title or damage issues within 45 days of receipt. Failure to report issues within the 45 days could result in additional return fees.
- Carnegie Learning, Inc. is under no obligation to accept return requests after 45 days of customer receipt of order.
- Customer is responsible for expedited shipping costs that fall outside of our standard delivery process. All textbooks carry a standard shipping time frame of 4-6 weeks. Shipments will occur earlier if stock is available.
- Multi-year licenses run consecutively from license activation date.
- The school district is responsible for providing all hardware necessary to run the software, as specified in CLI's Systems Requirements (available at http://carnegielearning.com/support). Prices do not include hardware.
- All Professional Development services purchased expire at the term of this agreement. Standalone Professional Development purchases will expire one year from the purchase date.
- An additional credit card fee of 2.5% of total before sales tax will be applied if customer decides to pay by credit card.

- All credit memos and credit balances that exceed 120 days old will first be applied to any existing balances. After application, any remaining credit balance will be refunded via a check. Carnegie Learning will mail the check to the address on file.

EMC SCHOOL AND MONDO EDUCATION ARE PART OF CARNEGIE LEARNING
KOPPERS BLDG, 436 SEVENTH AVE, SUITE 200, PITTSBURGH, PA 15219
Phone 888.851.7094 + Fax 412.690.2444 + www.carnegielearning.com

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Vista Higher Learning with offices located at Boston, MA ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

RFP #2026-22

AGREEMENT

1.0 Term

This Agreement shall be effective as of June 2026 and end on June 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current

and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD:
La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT:
Vista Higher Learning, LLC
500 Boylston St., 10th Floor
Boston, MA 02116
Attn: Jennifer J. Selby, Senior Manager,
Contracts and Proposals, K-12
Email: jselby@vistahigherlearning.com

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

06/17/2026
Date

Vista Higher Learning

Signature

Jennifer J. Selby
Name

Senior Manager, Contracts and Proposals, K-12
Title

06/17/2026
Date

Exhibit A - Services and Fees

Scope of Services

WL PL Implementation - The purpose of the World Languages and Professional Learning Components is to prepare teachers for the successful implementaion of a comprehensive World Languages program by integrating high-quality instructional resources with targeted professional development. This combination supports effective language acquisiton for students and strengthens instructional practices for teachers, resulting in a cohesive and sustainable approach to language instruction across the district.

Fee Structure

$3,500 p/day x 2 = $7,000

$3,000 p/day x 1 = $3,000

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

199-13-6291-39-860-6-25-010

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 3 - Thriving Students

Agenda Category: Consent Item

Item Title: **Approval of La Joya ISO Innovative Course Offerings for the 2026-27 School Year**

BACKGROUND:

La Joya ISD is seeking approval for a set of innovative courses for the 2026-27 school year to provide students with expanded learning opportunities that reflect current industry trends, student interests, and future workforce needs

RATIONALE:

Innovative courses are designed to expand learning opportunities beyond the traditional curriculum, address emerging workforce demands, and support student engagement. School districts and open-enrollment charter schools wishing to offer innovative courses must have the approval of their board of trustees and implement the course as written (19 Texas Administrative Code (TAC) §74.27(a)(7)).

BUDGET:

Cost	*Funding Source*	*Vendor*
$0	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		La Joya ISD Innovative Course List

RECOMMENDATION:

Administration recommends approval.

Initiated by: Pablo De Leon CTE Director

Reviewed by: Melinda Flores, Executive Director of College and Career Success

BF&AS Reviewed by: Click or tap here to enter text.

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools



Texas Education Agency

2025-2026 Student Enrollment

TSDS - PEIMS Student Data

Region 01

Totals by District

2025-2026 Student Enrollment

Totals by District for District: 108912

[TEA Home Page] [PEIMS Standard Reports Overview]

District Name	District	Region	County Name	Charter Status	Grade	Student Count
LA JOYA ISD	108912	01	HIDALGO COUNTY	TRADITIONAL ISD/CSD	Early Education	10
					Pre-Kindergarten	1,976
					Kindergarten	1,302
					Grade 1	1,308
					Grade 2	1,329
					Grade 3	1,321
					Grade 4	1,436
					Grade 5	1,502
					Grade 6	1,423
					Grade 7	1,524
					Grade 8	1,632
					Grade 9	1,754
					Grade 10	1,727
					Grade 11	1,729
					Grade 12	1,640
					District Total	21,613

Ranges (e.g., <10, <20) indicate counts are not available (i.e., masked) to comply with the Family Educational Rights and Privacy Act (FERPA). Masked numbers are typically small, although larger numbers may be masked to prevent imputation.

Back to Standard Reports Home Page

TEA Home Page

Type text here

TOTAL ENROLLMENT 6,850 X $2 = $13,700

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

RGV LINKING ECONOMIC AND ACADEMIC DEVELOPMENT (RGV LEAD)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) TEXAS NON PROFIT & FEDERAL 501C

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

601 N MAIN ST STE #21

Requester's name and address (optional)

6 City, state, and ZIP code

MCALLEN TEXAS 78501

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	4	–	2	6	9	1	3	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | Date 6/30/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

La Joya Independent School District

Active Innovative Courses for the 2026-27 Academic School Year

Service ID	Course Description	Eligible for State HS Credit	Course Abbreviation	Course Units	CTE Course
N1302540	Microbiology and Safety for Cosmetology Careers	Y	MICRCOS	1	H
N1303425	Practicum in Entrepreneurship	Y	PRACENT	2	H
N1290051	Path College Career I	Y	PATHCC1	1	
N1290052	Path College Career II	Y	PATHCC2	1	
N1290053	Path College Career III	Y	PATHCC3	1	
N1290054	Path College Career IV	Y	PATHCC4	1	
N1302105	Principles of Allied Health	Y	ALLHLTH	1	H
N1110030	Strategic Learning for High School Math	Y	STLNHSM	1	
N1130026	Advanced Placement (AP) Seminar	Y	APSMNR	1	
N1303753	Texas Pre-Freshman Engineering Program II (TXPREP)	Y	TXPREG2	1	H
N1303754	Texas Pre-Freshman Engineering Program III (TXPREP)	Y	TXPREG3	1	H
N1303755	Texas Pre-Freshman Engineering Program IV (TXPREP)	Y	TXPREG4	1	H

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 3 - Thriving Students

Agenda Category: Consent Item

Item Title: Approval of Literacy Materials for Grades 6th-8th through Purchasing Cooperatives

---

BACKGROUND:

Amplify is a research-based literacy curriculum aligned with Texas state standards. It focuses on evidence-based, differentiated instruction to support diverse student needs and improve literacy outcomes.

RATIONALE:

Amplify, a high-quality instructional material, provides a research-based, comprehensive curriculum designed to enhance reading outcomes through engaging and scaffolded content.

BUDGET:

Cost	*Funding Source*	*Vendor*
$217,420.50	162-13-6299-12-830-7-30-000	Amplify Brooklyn, NY

Purchasing Mechanism	*Additional Documentation*
Region 8 TIPS Contract #230807/ Quotes Attached	Quotes

RECOMMENDATION:

Administration recommends approval of literacy materials for grades 6th-8th.

Initiated by:
Dr. Derek Little, Deputy Superintendent

Reviewed by:

BF&AS Reviewed by:
Mirgitt Crespo, Chief of Business, Finance and Administrative Services

Executive Cabinet Review by:
Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:
Dr. Marcey Sorensen
Superintendent of Schools

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-746210-5
PQ #: PQ 250927-481901
Date: 5/6/2026
Expires On: 6/5/2026
Delivery Service Level: Standard

Customer Contact Information
Brenda Gracia
La Joya Ind School District
956-323-2198
b.garcia5@lajoyaisd.net

Amplify Contact Information
Guadalupe (Lupina) Vela
Account Executive
gvela@amplify.com

Updated quote with Teacher guides.

Grade 6

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G6 Teacher License - 1yr (2026-2027)	978-1-63948-965-7	$45.00	19	1	$855.00	$45.00
Amplify TX ELAR G6 Student License - 1yr (2026-2027)	978-1-63948-966-4	$29.25	0	1,450	$0.00	$42,412.50
Amplify ELAR G6 Student Edition - 1yr (2026-2027)	978-1-63948-790-5	$10.00	0	1,450	$0.00	$14,500.00
Amplify TX ELAR G6 Writing Journal Set A-F - 1yr (2026-2027)	979-8-89501-471-4	$6.00	0	1,450	$0.00	$8,700.00
Amplify ELAR G6 Teacher Kit	979-8-88576-516-9	$180.00	0	20	$0.00	$3,600.00
TOTAL					$855.00	$69,257.50

Grade 7

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G7 Teacher License - 1yr (2026-2027)	978-1-63948-967-1	$45.00	18	2	$810.00	$90.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G7 Student License - 1yr (2026-2027)	978-1-63948-968-8	$29.25	0	1,400	$0.00	$40,950.00
Amplify ELAR G7 Student Edition - 1yr (2026-2027)	978-1-63948-802-5	$10.00	0	1,400	$0.00	$14,000.00
Amplify TX ELAR G7 Writing Journal Set A-F - 1yr (2026-2027)	979-8-89501-472-1	$6.00	0	1,400	$0.00	$8,400.00
Amplify ELAR G7 Teacher Kit	979-8-88576-517-6	$180.00	0	20	$0.00	$3,600.00
TOTAL					$810.00	$67,040.00

Grade 8

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G8 Teacher License - 1yr (2026-2027)	978-1-63948-969-5	$45.00	20	0	$900.00	$0.00
Amplify TX ELAR G8 Student License - 1yr (2026-2027)	978-1-63948-970-1	$29.25	0	1,500	$0.00	$43,875.00
Amplify ELAR G8 Student Edition - 1yr (2026-2027)	978-1-63948-813-1	$10.00	0	1,500	$0.00	$15,000.00
Amplify TX ELAR G8 Writing Journal Set A-F - 1yr (2026-2027)	979-8-89501-474-5	$6.00	0	1,500	$0.00	$9,000.00
Amplify ELAR G8 Teacher Kit	979-8-88576-518-3	$180.00	0	20	$0.00	$3,600.00
TOTAL					$900.00	$71,475.00

Shipping and Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	$9,648.00	$0.00	$9,648.00

TOTAL DISCOUNT $2,565.00
GRAND TOTAL $217,420.50

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details

- Check:

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or

other algorithmic models, for any purposes, commercial or non-commercial, or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at

amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed

by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

SAVVAS
LEARNING COMPANY

La Joya Ind School District
Quote Number Q-251240

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Elsa Cantu
Curriculum Director/Specialist
La Joya Ind School District
200 W Expressway 83
La Joya, TX 78560-4309

Quote Creation Date: 5/28/2026
Quote Expiration Date: 9/30/2026

Special Notes:
Please send final purchase orders to irvingsupport@savvas.com

La Joya - myPerspectives 6-8 Print + Digital 1 Year & PD
Price Quote Summary

Solution	Base Amount		Total
myPerspectives English Language Arts	$112,817.79		$112,817.79
myPerspectives Professional Development	$523,750.00		$523,750.00
Solution Subtotal:	$636,567.79		$636,567.79

Shipping and Handling:	$0.00
Total:	$636,567.79

SAVVAS LEARNING COMPANY

La Joya Ind School District
Quote Number Q-251240

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Price Quote Detail

myPerspectives English Language Arts

myPerspectives English Language Arts for Texas ©2020 - Grade 6

ISBN	Description	Price	Charged Qty	Total Charged
9781418282592	MYPERSPECTIVES ENGLISH LANGUAGE ARTS 2020 TEXAS TRANSITION STUDENT EDITION CONSUMABLE 1-YEAR + DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 6**	$23.97	1,450	$34,756.50
9780328991365	MYPERSPECTIVES ENGLISH LANGUAGE ARTS 2020 TEXAS TEACHER EDITION GRADE 6**	$149.97	19	$2,849.43
	myPerspectives English Language Arts for Texas ©2020 - Grade 6 - Subtotal:			$37,605.93

myPerspectives English Language Arts for Texas ©2020 - Grade 7

ISBN	Description	Price	Charged Qty	Total Charged
9781418282608	MYPERSPECTIVES ENGLISH LANGUAGE ARTS 2020 TEXAS TRANSITION STUDENT EDITION CONSUMABLE 1-YEAR + DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 7**	$23.97	1,400	$33,558.00
9780328991372	MYPERSPECTIVES ENGLISH LANGUAGE ARTS 2020 TEXAS TEACHER EDITION GRADE 7**	$149.97	18	$2,699.46
	myPerspectives English Language Arts for Texas ©2020 - Grade 7 - Subtotal:			$36,257.46

myPerspectives English Language Arts for Texas ©2020 - Grade 8

ISBN	Description	Price	Charged Qty	Total Charged
9781418282615	MYPERSPECTIVES ENGLISH LANGUAGE ARTS 2020 TEXAS TRANSITION STUDENT EDITION CONSUMABLE 1-YEAR + DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 8**	$23.97	1,500	$35,955.00
9780328991389	MYPERSPECTIVES ENGLISH LANGUAGE ARTS 2020 TEXAS TEACHER EDITION GRADE 8**	$149.97	20	$2,999.40
	myPerspectives English Language Arts for Texas ©2020 - Grade 8 - Subtotal:			$38,954.40

myPerspectives Professional Development

myPerspectives Professional Development - myPerspectives ©2025 Professional Learning Offerings

ISBN	Description	Price	Charged Qty	Total Charged
0000126406	MYPERSPECTIVES @2025 IMPLEMENTATION ESSENTIALS PREPAID	$3,550.00	25	$88,750.00
0000126540	MYPERSPECTIVES @2025 JOB-EMBEDDED SERVICES PREPAID	$3,750.00	116	$435,000.00
	myPerspectives Professional Development - myPerspectives ©2025 Professional Learning Offerings - Subtotal:			$523,750.00

SAVVAS LEARNING COMPANY

La Joya Ind School District
Quote Number Q-251240

15 E Mid and Ave St 502
Paramus, NJ, 07652-2938

Solution Subtotal:	$636,567.79
Shipping and Handling:	$0.00
Total:	$636,567.79

**Contract Pricing has been applied to this Quote

SAVVAS
LEARNING COMPANY

La Joya Ind School District
Quote Number Q-251240

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation.We have several ways you can place your order with Savvas Learning Company:

- **my Savvas Orders:**
  www.mysavvasorders.savvas.com
- Create a case online at:
  https://support.savvas.com/support/s/
  by clicking the **Place and Manage Orders** tile on the my Savvas Support home page
- **Phone:** 800-848-9500

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or my Savvas Orders. For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Damaged & Defective Products: If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

Return Policy: Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over $1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site: https://worktext-subscriptions.savvas.com

Annual subscriptions for iLit and Successmaker Only: Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here:
https://support.savvas.com/support/s/customer-service-support-form

Technical support services are included with purchase of Savvas digital products. **Online help:**
https://support.savvas.com/support/s/k12-curriculum-support-form
phone: 1-800-848-9500

Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products
https://mysavvastraining.com

Coach	**Onsite Coaching** Coaching sessions focus on building internal school and district capacity and leadership excellence. Coaching is customized to meet a school or district's needs and can include co-teaching, model lessons, observations, walk-throughs, and/or co-planning. • Timing: 2024-2025 school year • Duration: 6-hour, onsite sessions ○ Can spend a full-day onsite per campus or split between two campuses am/pm • Audience: Grade 6-8 teachers and leaders

- Number of Packages and Enhancements based on training all Classroom Teachers
- Maximum of 30 participants per session and all sessions are onsite unless noted
- Year 1 half-day sessions will be adjusted from 3 hours to 4 hours; after Year 1, half-day sessions will be 3 hours
- Amplify welcomes the opportunity to support La Joya ISD in choosing a Strengthen Session from our PD Catalog that will best fit the needs of La Joya ISD educators.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of Contract Extension for the Ambulance Services CSP #2025-69

BACKGROUND:

Ambulance Services provide stand-by emergency medical services for District-sponsored athletic events and other student activities requiring on-site medical coverage. These services help ensure the health and safety of students, staff, and spectators during District events.

RATIONALE:

The current contract includes the option for a one-year renewal upon mutual agreement and Board approval. Administration recommends exercising the second and final one-year extension for the period of August 1, 2026, through June 30, 2027, to ensure the continued availability of stand-by ambulance services under the existing terms and conditions.

BUDGET:

Cost	*Funding Source*	*Vendor*
$78,000.00	181-36-6299-00-863-7-91-010	Skyline EMS, Inc. Alton, TX
Purchasing Mechanism		***Additional Documentation***
CSP #2025-69		Tabsheet, Agreement

RECOMMENDATION:

Administration recommends approval of the second and final one-year extension.

Initiated by: Roy Flores, Assistant Athletic Director

Reviewed by: Jose Peña, Executive Director for Athletics

BF&AS Reviewed by: Mirgitt B. Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Skyline EMS with offices located at 310 E. Main PMB 213, Alton ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Ambulance Services CSP #2025 69

AGREEMENT

1.0 Term

This Agreement shall be effective as of August 1, 2026 and end on June 30, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current

and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

_____
Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

_____
Date

Skyline EMS

_____
Signature

Juan Cordero
Name

Chief Operations Officer
Title

7/13/2026
Date

Exhibit A - Services and Fees

Scope of Services

Ambulance Services for the 2026 2027 School Year

Fee Structure

As per attached tabsheet.

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

181 36 6299 00 863 7 91 010

La Joya Independent School District
Ambulance Services CSP #2025-69
Tabsheet

				Skyline EMS Alton, TX	
				Total Price	$78,000.00
Line #	Description	QTY	UOM	Unit	Extended
1	Year 2: Stand-By Ambulance Services for 2025-2026 Football Season Home Games for Varsity, Junior Varsity, Freshman and Middle Schools	340	Per Hour	$200.00	$68,000.00
2	Year 2: Stand-By Ambulance servicesfor other 2025-2026 district events at the same hourly rate.	50	per Hour	$200.00	$10,000.00
	Recommendation			**Recommended**	

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of HUDL Sideline Software Through Purchasing Cooperative

---

BACKGROUND:

Approval of HUDL Sideline Software

RATIONALE: Approval of the HUDL Sideline Software purchase is requested as it is required by the District Executive Committee for implementation across all athletic programs. The software provides coaches with standardized tools for video analysis, game preparation, practice planning, and player development, ensuring consistency and efficiency throughout the district's athletic programs.

BUDGET:

Cost	*Funding Source*	*Vendor*
$ 60,000.00	181-36-6396-00-863-7-91-010	HUDL Inc. Lincoln, NE

Purchasing Mechanism	*Additional Documentation*
CTPA College Station ISD RFP#26-005	Quote, Sole Source

RECOMMENDATION:

Administration recommends approval of HUDL Sideline Software Through Purchasing Cooperative CTPA College Station ISD RFP# 26-005

Initiated by: Jose Peña, Executive Director of Athletics

Reviewed by: Anna Marie Candelario, Deputy Chief of School Leadership

BF&AS Reviewed by: Mirgitt B. Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

Hudl, Inc.

600 P Street Suite #400
Lincoln, NE 68508
hudl.com

Valid from 1 April 2026 - 1 April 2027

To Whom It May Concern:

This letter is to confirm that Hudl, Inc. is the sole source provider of the following products, singularly and/or in combination:

Hudl
Hudl Assist
Focus Exchange Network
Hudl Fan Engagement Suite: Streaming, Ticketing
Sportscode: Replay, Studio, Coda, Insight
Volleymetrics
Fastmodel
Fastdraw
Hudl Statsbomb
Hudl Instat
Hudl Focus: Indoor, Outdoor, Flex, Focus Point
Hudl Sideline
Titan
Hudl TV
Balltime
Play Tools
Fastscout
Wyscout
Hudl IQ

Hudl's products are sold and supported only by Hudl in the United States and Canada. There are no resellers, agents or dealers authorized to represent these products aside from Hudl. While there are other products available that may provide some functionality similar to Hudl products, there are no other like products available for purchase that offer the same integrated purpose and function. Hudl's suite is an integrated video capture, editing, and distribution solution developed for athletic teams of all levels, from youth recreational to professional, for every phase of the video analysis process. The product descriptions below demonstrate how Hudl's products work together and individually to provide the comprehensive solution that only Hudl offers its customers:

I. **Video Capture & Hardware**
   a. **Hudl Sideline**: An instant replay solution allowing for review from up to two angles. Coaches can use a Hudl Focus camera, an iPad, or an iPhone to record plays for instant review by everyone on the sideline and in the press box. The portable router acts as the bridge between all recording and viewing devices, with no internet or computer needed. It integrates seamlessly with the existing Hudl platform, allowing for immediate upload of all videos after the game.
   b. **Hudl Focus** (camera): A fully automated, proprietary camera system built to record, and upload scheduled events all on its own. With a secure mount designed to fit most indoor facilities, Hudl Focus can integrate with multiple Hudl accounts to capture an entire organization's games and practices, saving coaches and ADs the trouble of finding volunteers or expensive professionals. Hudl Focus also includes the Hudl Focus Outdoor, Hudl Focus Flex, and Hudl Focus Point camera systems that support additional needs.
   c. **Titan** (wearable): This easy-to-use system allows coaches to capture movement and effort data from each athlete—empowering them to monitor performance, readiness, and recovery in one intuitive platform.

2. **Analyze**
   a. **Hudl:** The Hudl platform allows users to review, analyze, store, and distribute video using a web-based format.

b. **Sportscode**: Gamebreaker and Sportscode (both powered by Hudl) allow users to conduct advanced, customizable analysis from their laptop or, via Coda, a compatible mobile device. Users can also capture and tag live games with Sportscode.
c. **Balltime**: An AI-driven volleyball analytics platform, integrated to enhance the end-to-end suite for coaches, athletes, and teams. It automatically processes indoor and beach volleyball footage, delivering insights like jump heights, serve speeds, ball trajectories, and interactive 3D visualizations.
d. **Volleymetrics**: A volleyball-specific web-based platform permits teams to analyze and share video from an exclusive library of matches, complete with crucial volleyball-centric data.
e. **Hudl Play Tools**: Coaches can log in to the web platform to create detailed play diagrams for offense, defense and special teams, with the capacity to link the diagrams directly to their video on Hudl.
f. **Hudl Assist:** Completed breakdowns automatically generate interactive reports, including scores for player and team performance. Coaches can then choose to add, edit or delete stats and create custom playlists.
h. **Auto-Markup**: Automatically converts game video into distinct clips based on the user pressing record and stop at the beginning and end of each play, or by algorithms designed to recognize the beginning of a new play.
g. **Intercut:** Allows a user to merge multiple angles of video with the click of a button. Coaches can view a play recorded from the press box or bleachers immediately followed by a clip of the same play recorded from a camera in the end zone.
i. **Synchronize Angles**: A feature in the Hudl Video Editor built to automatically synchronize clips from all angles.
j. **Hudl Instat**: A comprehensive analysis and scouting solution for basketball and ice hockey teams.

3. **Connect**
   a. **Hudl Replay**: Allows a single user to distribute video analysis from Sportscode to connected devices in seconds, all over a private, portable network.
   b. **Export Video**: Through Hudl's platform, users can export video in a variety of formats, or publish clips and breakdown data to secure, off-site servers.
   c. **League Exchange**: Allows the user to share video, on an opt-in basis, with all other teams in the identified group (league, conference, etc.) simultaneously.
   d. **Direct Exchange**: Allows the user to exchange video directly with another team.
   e. **Hudl Tickets**: Fans can visit an organization's profile, find events, and purchase tickets.
   f. **Hudl TV**: Livestreams are organized by team, sport and status, making it simple for fans to find exactly what they're looking for, whether it's currently live or on-demand the next day.

Core features available through the web-based distribution platform:

1. **Unlimited accounts for players and coaches:** Each team has an unlimited number of accounts at their disposal. Typically, all coaches and players have their own accounts for access to all team tools.
2. **Access from anywhere**: Any user can access all the tools the service provides from anywhere an internet connection is available. Free mobile apps for Android and iOS allow users to log in from most phones and tablets. The system also works on many browsers including Internet Explorer, Firefox and Safari on both PCs and Macs.
3. **Simultaneous online data breakdown**: One of the most tedious activities is entering breakdown information after a game. With Hudl, all coaches can enter data for a single game at the same time. The service intelligently merges all data entered from multiple computers into one master copy.
4. **Stats and reports**: Once breakdown data has been completed, the service allows the user to prepare several reports to analyze and spot tendencies within the data.

5. **Custom reports**: The service provides a full suite of reports already prepared for the user, with the flexibility for a coach to build their own reports to see more specific information. Users can interact with any report by clicking on a statistic to view video associated with that number. Reports can also be printed for use during the game.
6. **Create and share notes**: All users can pause the video at any time and make notes, either as text or ink, to point out the highs and lows of a given play. Once these notes are made, they can be shared with other coaches and players for review. This allows coaches to communicate with players, and vice versa, even when they aren't in the same room.
7. **Filter data**: All users can filter video based on the complete breakdown, with the option to save those filters to use again later. The filtered clips can also be saved as a new playlist and instantly shared to anyone on the team. The recipient is notified via email that a new playlist was shared and can click the link in the email to view the playlist on Hudl.
8. **Film exchange**: Any team that uses the service can exchange an unlimited amount of video with other schools using the same service. After the exchange is made, the video is automatically added to the recipient's video library. Coaches can choose exactly what data, if any, is shared with the video, and an escrow system ensures that both teams share the appropriate games before access is granted to either team.
9. **Highlight pages**: Each player has his or her own page on which they can display the plays they've tagged as personal highlights. With the click of a button, he or she can share that highlight reel with family, friends and recruiters. Players can also order a DVD or downloadable file to save all their highlights from the service.
10. **Recruiting**: All highlight video can be sent directly to colleges digitally. The service to receive is free for all college coaches with a verified email address, making it easier for players to be seen by any college that may have interest.
11. **Presentations**: Coaches can build PowerPoint-like presentations within the service. The feature includes the ability to quickly insert video, images and play cards directly into the slides and share the presentation with other members of the team.
12. **Unlimited installs of uploading tools**: There is no limit to the number of times a team can install an uploading tool. Each coach can have a copy installed on their work computer, their home computer and any other system they would like. This means video can be published to the web platform from virtually anywhere.

The availability of the described features varies based on subscription level.

In addition to the direct features listed above, other services are offered to ensure success.

1. **Support**: All coaches receive world-class phone, chat and email support.
2. **Free updates**: Software programs are constantly being improved. Updating to the newest version of a program can often be a costly and time-consuming experience. All updates are free and automatic (no matter how big or small it may be).
3. **Training sessions**: Training sessions are offered online in a group setting. Individual training sessions can also be scheduled via email.
4. **All sports offered**: The suite works for all sports, with pricing options for one or several packages.
5. **Team allotments**: With the purchase of the service, the varsity, junior varsity and freshman teams have their own library for storing video, reports, highlights, etc.
6. **Team messaging**: Teams can stay connected through messages and attachments sent directly from within the platform and delivered via email or text.
7. **Hudl app**: Every user with a valid Hudl login has access to the free apps for Android and iOS. Within that app, they can view, exchange and break down video, as well as access playbooks and live tagging/uploading.

If you need additional information, please don't hesitate your Hudl Sales Representative or visit our website at https://www.hudl.com/. Thank you for your interest in our products.

Sincerely,

Matt Mueller
President

Quote and Services Agreement

Quote Number	Q-1481299-1
Expiration Date	7/11/2026
Billing Entity	Hudl, Inc. 600 P Street, Suite 400 Lincoln, NE 68508

Address Information

Customer Name	Palmview High School	Ship To	Palmview High School
Bill To Email	r.flores9@lajoyaisd.net		Roy (Palmview) Flores
Bill To	3901 La Homa Rd		r.flores9@lajoyaisd.net
	La Joya, Texas 78574		(956) 519-5779
	United States		3901 N LA HOMA RD
			MISSION 78574
			US

Terms

Start Date	9/15/2026	Billing Frequency	Annual
End Date	9/14/2027	Payment Terms	Net 30
		Payment Method	Check

Fan Experience

Revenue Share %	60
Ticketing Rebate %	40

Product and Services

Legal Category	Product	Quantity	Sales Price	Service Days	Grand Total
Package	Hudl Package - Level 4	1	USD 20,000.00	365	USD 20,000.00
Software	1 - Hudl Platinum+ Org Access		Included	365	USD 0.00
Services	2 - FastScout and FastDraw Basketball		Included	365	USD 0.00
Services	1 - Playtools		Included	365	USD 0.00
Package	25 - Titan		Included	365	USD 0.00
Software	25 - Titan Software		Included	365	USD 0.00
Hardware	25 - Titan Device		Included	365	USD 0.00
Hardware	25 - Titan USB Cables		Included	365	USD 0.00
Hardware	25 - Titan Vest		Included	365	USD 0.00
Hardware	1 - Titan Storage Case		Included	365	USD 0.00
Hardware	3 - Titan USB Charging Hub		Included	365	USD 0.00
Services	1 - Focus Exchange Network		Included	365	USD 0.00

Legal Category	Product	Quantity	Sales Price	Service Days	Grand Total
Services	1 - Registration		Included	365	USD 0.00
Services	1 - Hudl Tickets		Included	365	USD 0.00
Software	1 - Focus Indoor Software		Included	365	USD 0.00
Software	1 - Focus Outdoor Software		Included	365	USD 0.00
Hardware	1 - Focus Flex		Included	365	USD 0.00
Software	1 - Focus Flex Software		Included	365	USD 0.00
Hardware	1 - Focus Flex Hardware Kit		Included	365	USD 0.00
Package	1 - Hudl Focus Point MA100		Included	365	USD 0.00
Software	1 - Hudl Focus Point MA100 - Software		Included	365	USD 0.00
Hardware	1 - Hudl Focus Point MA100 - Axis Hardware Kit		Included	365	USD 0.00
Software	2 - Hudl Focus Point MA200 - Software		Included	365	USD 0.00
Package	1 - Focus Point LR		Included	365	USD 0.00
Software	1 - Focus Point LR - Software		Included	365	USD 0.00
Hardware	1 - Focus Point LR - Hardware Kit		Included	365	USD 0.00
Software	1 - Hudl Sideline Premium Software		Included	365	USD 0.00
Services	1 - Hudl Streaming Premium		USD 0.00	365	USD 0.00
Services	1 - 4G		USD 0.00	365	USD 0.00
Hardware	1 - Manfrotto Tripod		USD 0.00	365	USD 0.00

Total Price: USD 20,000.00

Do you require a Reference Number on the Invoice?
{{*PORequired_es_:signer1:dropdown(options="Yes,No")}}

Do you need to reference a specific number on the invoice for payment processing (such as a purchase order number)? If you know you will need something referenced, but do not have the specific answer yet, please fill in the letters TBD.

Reference Number
{{*PONumber_es_:signer1:showif(PORequired=Yes)}}

Terms and Services

1 This Order and Customer's purchase and use of the Products described on this Order are governed by the signed agreement between the parties, or, if no such agreement exists, the Hudl Master Subscription Agreement found at www.hudl.com/legal/msa
2 The Invoice will be sent 30 days before the start date indicated above or once the Order is executed by both parties (whichever is later).
3 If this Order is returned to Hudl after the start date indicated above, Hudl may adjust the start and end dates to reflect the actual dates of service without changing the total days of service or price. Any Hudl products currently used or purchased by Customer, including those listed above, will remain effective for the remainder of the current Subscription Term.
4 Organization's access to or use of the Hudl Registration Services is subject to the Hudl Registration Terms, available at https://www.hudl.com/legal/agreements/registration-terms
5 Organization's use of the Hudl Ticket Services is governed by the Hudl Ticket Terms, found at https://www.hudl.com/legal/agreements/hudl-ticket-terms

6 The following provisions relate to the purchase or use of any Wearable Hardware and supplement the signed agreement in place between the parties, or, if no such agreement exists, the Hudl Master Subscription Agreement found at
www.hudl.com/legal/msa
(in either case, the "MSA"); capitalized terms used but not defined herein shall have the meaning given to such terms in the MSA:
Customer hereby grants to Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except as permitted by the MSA), and perpetual license and right to use, modify, reproduce, perform, display, transmit, distribute, aggregate, translate, generate data from, and create derivative works of the Anonymized Data, including any Intellectual Property Rights therein, (i) for the internal business purposes of Hudl or its Affiliates, including the development and improvement of Hudl's or its Affiliates' products, and (ii) provided that Customer is not identified in the Anonymized Data, for any and all purposes, in any and all media, whether now or hereafter known or devised, and by any and all technologies and means of delivery, whether now or hereafter known or devised. This license shall survive the termination or expiration of this Agreement. Customer acknowledges that Wearable Hardware and any related Products and data are not intended to be used for medical or health care purposes or by health care professionals. Customer represents that it and its Authorized Users are not health care professionals and are not using the Products for health care purposes. With respect to Performance Data, Customer agrees that it has obtained written consent, in accordance with applicable privacy law, from any Hardware Users whose personal data is collected, stored, or processed in accordance with the MSA. If Organization previously purchased, used, or had access to any wearable technologies and related software pursuant to the End User License Agreement between it and Integrated Bionics, Inc. (dba Titan Sports) ("Titan Agreement"), the parties agree that the Titan Agreement is hereby terminated and further that title to any physical equipment or accessories (not including any intellectual property rights therein) previously provided by Titan Sports to Customer is assigned to Customer and shall be deemed to be Hardware under the MSA and subject to any warranties therein. For clarity, the MSA does not include the Titan Agreement, and in the event the only signed agreement between the parties is the Titan Agreement, then the MSA means the Hudl Master Subscription Agreement found at
www.hudl.com/legal/msa

Quote and Services Agreement

Quote Number	Q-1503061-1
Expiration Date	8/14/2026
Billing Entity	Hudl, Inc. 600 P Street, Suite 400 Lincoln, NE 68508

Address Information

Customer Name	La Joya High School	Ship To	La Joya High School
Bill To Email	r.flores9@lajoyaisd.net		Roy Flores
Bill To	201 East Expressway 83		r.flores9@lajoyaisd.net
	La Joya, Texas 78560-4009		9566248021
	United States		201 N STADIUM DR
			LA JOYA 78560-4009
			US

Terms

Trial Start Date	7/27/2026	Billing Frequency	Annual
Subscription Start Date	9/15/2026	Payment Terms	Net 30
Subscription End Date	9/14/2027	Payment Method	Check
Due on Signing	USD 0.00	1st Invoice Date	8/16/2026
Total Contract Value:	USD 20,000.00		
1st Invoice	USD 20,000.00		

Fan Experience

Revenue Share %	60
Ticketing Rebate %	40

Product and Services

Early Access

1 - Hudl Package - Level 4

- 1 - Hudl Platinum+ Org Access
- 2 - FastScout and FastDraw Basketball
- 1 - Playtools
- 1 - Focus Exchange Network
- 25 - Titan Software
- 1 - Registration
- 1 - Hudl Tickets
- 1 - Focus Indoor Software
- 1 - Focus Outdoor Software

1 - Focus Flex Software

1 - Hudl Focus Point MA100 - Software

2 - Hudl Focus Point MA200 - Software

1 - Focus Point LR - Software

1 - Hudl Streaming Premium

1 - 4G

1 - Hudl Sideline Premium Software

2026-2027

---

1 - Hudl Package - Level 4

1 - Hudl Platinum+ Org Access

2 - FastScout and FastDraw Basketball

1 - Playtools

1 - Focus Exchange Network

1 - Registration

1 - Hudl Tickets

1 - Focus Indoor Software

1 - Focus Outdoor Software

2 - Hudl Focus Point MA200 - Software

1 - Hudl Streaming Premium

1 - 4G

1 - Hudl Sideline Premium Software

1 - Focus Flex

1 - Focus Flex Software

1 - Focus Flex Hardware Kit

1 - Hudl Focus Point MA100

1 - Hudl Focus Point MA100 - Software

1 - Hudl Focus Point MA100 - Axis Hardware Kit

1 - Focus Point LR

1 - Focus Point LR - Software

1 - Focus Point LR - Hardware Kit

1 - Manfrotto Tripod

25 - Titan

25 - Titan Software

25 - Titan Device

25 - Titan USB Cables

25 - Titan Vest

1 - Titan Storage Case

3 - Titan USB Charging Hub

1 The following provisions relate to the purchase or use of any Wearable Hardware and supplement the signed agreement in place between the parties, or, if no such agreement exists, the Hudl Master Subscription Agreement found at www.hudl.com/legal/msa (in either case, the "MSA"); capitalized terms used but not defined herein shall have the meaning given to such terms in the MSA: Definitions: "Hardware User" means the individual whose data and information are being recorded and measured by Wearable Hardware and related Products. "Performance Data" means the data and information recorded and measured by Wearable Hardware and related Products that is related to Hardware Users, including athlete tracking data and performance analysis data. Private Content includes Performance Data. "Wearable Hardware" means Hardware intended to be worn by an individual to record and measure data related to such individual. Anonymized Data: Hudl may aggregate or anonymize any Performance Data such that no individual can be identified ("Anonymized Data"). Customer hereby grants to Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except as permitted by the MSA), and perpetual license and right to use, modify, reproduce, perform, display, transmit, distribute, aggregate, translate, generate data from, and create derivative works of the Anonymized Data, including any Intellectual Property Rights therein, (i) for the internal business purposes of Hudl or its Affiliates, including the development and improvement of Hudl's or its Affiliates' products, and (ii) provided that Customer is not identified in the Anonymized Data, for any and all purposes, in any and all media, whether now or hereafter known or devised, and by any and all technologies and means of delivery, whether now or hereafter known or devised. This license shall survive the termination or expiration of this Agreement. Customer acknowledges that Wearable Hardware and any related Products and data are not intended to be used for medical or health care purposes or by health care professionals. Customer represents that it and its Authorized Users are not health care professionals and are not using the Products for health care purposes. With respect to Performance Data, Customer agrees that it has obtained written consent, in accordance with applicable privacy law, from any Hardware Users whose personal data is collected, stored, or processed in accordance with the MSA. If Organization previously purchased, used, or had access to any wearable technologies and related software pursuant to the End User License Agreement between it and Integrated Bionics, Inc. (dba Titan Sports) ("Titan Agreement"), the parties agree that the Titan Agreement is hereby terminated and further that title to any physical equipment or accessories (not including any intellectual property rights therein) previously provided by Titan Sports to Customer is assigned to Customer and shall be deemed to be Hardware under the MSA and subject to any warranties therein. For clarity, the MSA does not include the Titan Agreement, and in the event the only signed agreement between the parties is the Titan Agreement, then the MSA means the Hudl Master Subscription Agreement found at www.hudl.com/legal/msa

Do you require a Reference Number on the Invoice?

{{*PORequired_es_:signer1:dropdown(options="Yes,No")}}

Do you need to reference a specific number on the invoice for payment processing (such as a purchase order number)? If you know you will need something referenced, but do not have the specific answer yet, please fill in the letters TBD.

Reference Number

{{*PONumber_es_:signer1:showif(PORequired=Yes)}}

Terms and Services

1 Customer acknowledges that Trial Start Date is an estimate only, and may be different from the date on which Hudl activates trial access to Products. If Customer currently has existing services with Hudl, the products described in this Order will be effective for the remainder of the current Subscription Term.

2 This Order and Customer's purchase and use of the Products described on this Order are governed by the signed agreement between the parties, or, if no such agreement exists, the Hudl Master Subscription Agreement found at www.hudl.com/legal/msa

3 The Invoice will be sent 30 days before the start date indicated above or once the Order is executed by both parties (whichever is later).

4 If this Order is returned to Hudl after the start date indicated above, Hudl may adjust the start and end dates to reflect the actual dates of service without changing the total days of service or price. Any Hudl products currently used or purchased by Customer, including those listed above, will remain effective for the remainder of the current Subscription Term.

5 Organization's access to or use of the Hudl Registration Services is subject to the Hudl Registration Services Addendum, available at https://www.hudl.com/legal/msa/registration-services

6 Customer's use of the Hudl Ticket Services is governed by the Hudl Ticket Services Addendum, found at https://www.hudl.com/legal/msa/ticket-services

7 The following provisions relate to the purchase or use of any Wearable Hardware and supplement the signed agreement in place between the parties, or, if no such agreement exists, the Hudl Master Subscription Agreement found at www.hudl.com/legal/msa (in either case, the "MSA"); capitalized terms used but not defined herein shall have the meaning given to such terms in the MSA: Definitions: "Hardware User" means the individual whose data and information are being recorded and measured by Wearable Hardware and related Products. "Performance Data" means the data and information recorded and measured by Wearable Hardware and related Products that is related to Hardware Users, including athlete tracking data and performance analysis data. Private Content includes Performance Data. "Wearable Hardware" means Hardware intended to be worn by an individual to record and measure data related to such individual. Anonymized Data: Hudl may aggregate or anonymize any Performance Data such that no individual can be identified ("Anonymized Data"). Customer hereby grants to Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except as permitted by the MSA), and perpetual license and right to use, modify, reproduce, perform, display, transmit, distribute, aggregate, translate, generate data from, and create derivative works of the Anonymized Data, including any Intellectual Property Rights therein, (i) for the internal business purposes of Hudl or its Affiliates, including the development and improvement of Hudl's or its Affiliates' products, and (ii) provided that Customer is not identified in the Anonymized Data, for any and all purposes, in any and all media, whether now or hereafter known or devised, and by any and all technologies and means of delivery, whether now or hereafter known or devised. This license shall survive the termination or expiration of this Agreement. Customer acknowledges that Wearable Hardware and any related Products and data are not intended to be used for medical or health care purposes or by health care professionals. Customer represents that it and its Authorized Users are not health care professionals and are not using the Products for health care purposes. With respect to Performance Data, Customer agrees that it has obtained written consent, in accordance with applicable privacy law, from any Hardware Users whose personal data is collected, stored, or processed in accordance with the MSA. If Organization previously purchased, used, or had access to any wearable technologies and related software pursuant to the End User License Agreement between it and Integrated Bionics, Inc. (dba Titan Sports) ("Titan Agreement"), the parties agree that the Titan Agreement is hereby terminated and further that title to any physical equipment or accessories (not including any intellectual property rights therein) previously provided by Titan Sports to Customer is assigned to Customer and shall be deemed to be Hardware under the MSA and subject to any warranties therein. For clarity, the MSA does not include the Titan Agreement, and in the event the only signed agreement between the parties is the Titan Agreement, then the MSA means the Hudl Master Subscription Agreement found at www.hudl.com/legal/msa

Quote and Services Agreement

Quote Number	Q-1503190-1
Expiration Date	8/14/2026
Billing Entity	Hudl, Inc. 600 P Street, Suite 400 Lincoln, NE 68508

Address Information

Customer Name	Juarez-Lincoln High School	Ship To	Juarez-Lincoln High School
Bill To Email	r.flores9@lajoyaisd.net		Roy (Juarez) Flores
Bill To	201 E. Expressway 83		r.flores9@lajoyaisd.net
	La Joya, Texas 78574		(956) 519-4150
	United States		7801 W MILE 7 RD
			MISSION 78574
			US

Terms

Trial Start Date	7/27/2026	Billing Frequency	Annual
Subscription Start Date	9/15/2026	Payment Terms	Net 30
Subscription End Date	9/14/2027	Payment Method	Check
Due on Signing	USD 0.00	1st Invoice Date	8/16/2026
Total Contract Value:	USD 20,000.00		
1st Invoice	USD 20,000.00		

Fan Experience

Revenue Share %	60
Ticketing Rebate %	40

Product and Services

Early Access

1 - Hudl Package - Level 4

- 1 - Hudl Platinum+ Org Access
- 2 - FastScout and FastDraw Basketball
- 1 - Playtools
- 1 - Focus Exchange Network
- 25 - Titan Software
- 1 - Registration
- 1 - Hudl Tickets
- 1 - Focus Indoor Software
- 1 - Focus Outdoor Software

1 - Focus Flex Software

1 - Hudl Focus Point MA100 - Software

2 - Hudl Focus Point MA200 - Software

1 - Focus Point LR - Software

1 - Hudl Sideline Premium Software

1 - Hudl Streaming Premium

1 - 4G

2026-2027

---

1 - Hudl Package - Level 4

1 - Hudl Platinum+ Org Access

2 - FastScout and FastDraw Basketball

1 - Playtools

1 - Focus Exchange Network

1 - Registration

1 - Hudl Tickets

1 - Focus Indoor Software

1 - Focus Outdoor Software

2 - Hudl Focus Point MA200 - Software

1 - Hudl Sideline Premium Software

1 - Hudl Streaming Premium

1 - 4G

25 - Titan

25 - Titan Software

25 - Titan Device

25 - Titan USB Cables

25 - Titan Vest

1 - Titan Storage Case

3 - Titan USB Charging Hub

1 - Focus Flex

1 - Focus Flex Software

1 - Focus Flex Hardware Kit

1 - Hudl Focus Point MA100

1 - Hudl Focus Point MA100 - Software

1 - Hudl Focus Point MA100 - Axis Hardware Kit

1 - Focus Point LR

1 - Focus Point LR - Software

1 - Focus Point LR - Hardware Kit

1 - Manfrotto Tripod

1 The following provisions relate to the purchase or use of any Wearable Hardware and supplement the signed agreement in place between the parties, or, if no such agreement exists, the Hudl Master Subscription Agreement found at www.hudl.com/legal/msa (in either case, the "MSA"); capitalized terms used but not defined herein shall have the meaning given to such terms in the MSA: Definitions: "Hardware User" means the individual whose data and information are being recorded and measured by Wearable Hardware and related Products. "Performance Data" means the data and information recorded and measured by Wearable Hardware and related Products that is related to Hardware Users, including athlete tracking data and performance analysis data. Private Content includes Performance Data. "Wearable Hardware" means Hardware intended to be worn by an individual to record and measure data related to such individual. Anonymized Data: Hudl may aggregate or anonymize any Performance Data such that no individual can be identified ("Anonymized Data"). Customer hereby grants to Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except as permitted by the MSA), and perpetual license and right to use, modify, reproduce, perform, display, transmit, distribute, aggregate, translate, generate data from, and create derivative works of the Anonymized Data, including any Intellectual Property Rights therein, (i) for the internal business purposes of Hudl or its Affiliates, including the development and improvement of Hudl's or its Affiliates' products, and (ii) provided that Customer is not identified in the Anonymized Data, for any and all purposes, in any and all media, whether now or hereafter known or devised, and by any and all technologies and means of delivery, whether now or hereafter known or devised. This license shall survive the termination or expiration of this Agreement. Customer acknowledges that Wearable Hardware and any related Products and data are not intended to be used for medical or health care purposes or by health care professionals. Customer represents that it and its Authorized Users are not health care professionals and are not using the Products for health care purposes. With respect to Performance Data, Customer agrees that it has obtained written consent, in accordance with applicable privacy law, from any Hardware Users whose personal data is collected, stored, or processed in accordance with the MSA. If Organization previously purchased, used, or had access to any wearable technologies and related software pursuant to the End User License Agreement between it and Integrated Bionics, Inc. (dba Titan Sports) ("Titan Agreement"), the parties agree that the Titan Agreement is hereby terminated and further that title to any physical equipment or accessories (not including any intellectual property rights therein) previously provided by Titan Sports to Customer is assigned to Customer and shall be deemed to be Hardware under the MSA and subject to any warranties therein. For clarity, the MSA does not include the Titan Agreement, and in the event the only signed agreement between the parties is the Titan Agreement, then the MSA means the Hudl Master Subscription Agreement found at www.hudl.com/legal/msa

Do you require a Reference Number on the Invoice?

{{*PORequired_es_:signer1:dropdown(options="Yes,No")}}

Do you need to reference a specific number on the invoice for payment processing (such as a purchase order number)? If you know you will need something referenced, but do not have the specific answer yet, please fill in the letters TBD.

Reference Number

{{*PONumber_es_:signer1:showif(PORequired=Yes)}}

Terms and Services

1 Customer acknowledges that Trial Start Date is an estimate only, and may be different from the date on which Hudl activates trial access to Products. If Customer currently has existing services with Hudl, the products described in this Order will be effective for the remainder of the current Subscription Term.

2 This Order and Customer's purchase and use of the Products described on this Order are governed by the signed agreement between the parties, or, if no such agreement exists, the Hudl Master Subscription Agreement found at
www.hudl.com/legal/msa
3 The Invoice will be sent 30 days before the start date indicated above or once the Order is executed by both parties (whichever is later).
4 If this Order is returned to Hudl after the start date indicated above, Hudl may adjust the start and end dates to reflect the actual dates of service without changing the total days of service or price. Any Hudl products currently used or purchased by Customer, including those listed above, will remain effective for the remainder of the current Subscription Term.
5 Organization's access to or use of the Hudl Registration Services is subject to the Hudl Registration Services Addendum, available at https://www.hudl.com/legal/msa/registration-services
6 Customer's use of the Hudl Ticket Services is governed by the Hudl Ticket Services Addendum, found at https://www.hudl.com/legal/msa/ticket-services
7 The following provisions relate to the purchase or use of any Wearable Hardware and supplement the signed agreement in place between the parties, or, if no such agreement exists, the Hudl Master Subscription Agreement found at www.hudl.com/legal/msa (in either case, the "MSA"); capitalized terms used but not defined herein shall have the meaning given to such terms in the MSA: Definitions: "Hardware User" means the individual whose data and information are being recorded and measured by Wearable Hardware and related Products. "Performance Data" means the data and information recorded and measured by Wearable Hardware and related Products that is related to Hardware Users, including athlete tracking data and performance analysis data. Private Content includes Performance Data. "Wearable Hardware" means Hardware intended to be worn by an individual to record and measure data related to such individual. Anonymized Data: Hudl may aggregate or anonymize any Performance Data such that no individual can be identified ("Anonymized Data"). Customer hereby grants to Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, non-transferable (except as permitted by the MSA), and perpetual license and right to use, modify, reproduce, perform, display, transmit, distribute, aggregate, translate, generate data from, and create derivative works of the Anonymized Data, including any Intellectual Property Rights therein, (i) for the internal business purposes of Hudl or its Affiliates, including the development and improvement of Hudl's or its Affiliates' products, and (ii) provided that Customer is not identified in the Anonymized Data, for any and all purposes, in any and all media, whether now or hereafter known or devised, and by any and all technologies and means of delivery, whether now or hereafter known or devised. This license shall survive the termination or expiration of this Agreement. Customer acknowledges that Wearable Hardware and any related Products and data are not intended to be used for medical or health care purposes or by health care professionals. Customer represents that it and its Authorized Users are not health care professionals and are not using the Products for health care purposes. With respect to Performance Data, Customer agrees that it has obtained written consent, in accordance with applicable privacy law, from any Hardware Users whose personal data is collected, stored, or processed in accordance with the MSA. If Organization previously purchased, used, or had access to any wearable technologies and related software pursuant to the End User License Agreement between it and Integrated Bionics, Inc. (dba Titan Sports) ("Titan Agreement"), the parties agree that the Titan Agreement is hereby terminated and further that title to any physical equipment or accessories (not including any intellectual property rights therein) previously provided by Titan Sports to Customer is assigned to Customer and shall be deemed to be Hardware under the MSA and subject to any warranties therein. For clarity, the MSA does not include the Titan Agreement, and in the event the only signed agreement between the parties is the Titan Agreement, then the MSA means the Hudl Master Subscription Agreement found at www.hudl.com/legal/msa

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 4 - Community, Trust, Unity, and Partnership

Agenda Category: Consent Item

Item Title: Approval of Minutes – Public Hearing to Discuss the 2026-2027 Budget, 2026 Proposed Tax Rate, and Regular Meeting June 17, 2026

BACKGROUND:

The purpose of the meeting minutes is to provide a legally binding official record that demonstrates the school district's compliance with the association's bylaws and established procedures.

RATIONALE:

Approval is needed for the following: Public Hearing to Discuss the 2026-2027 Budget, 2026 Proposed Tax Rate, and Regular Meeting June 17, 2026

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A

Purchasing Mechanism	*Additional Documentation*
N/A	Public Hearing to Discuss the 2026-2027 Budget, 2026 Proposed Tax Rate, and Regular Meeting June 17, 2026 Minutes

RECOMMENDATION:

Approval of Minutes – Public Hearing to Discuss the 2026-2027 Budget, 2026 Proposed Tax Rate, and Regular Meeting June 17, 2026.

Initiated by: Elda Elizondo Hernandez, Administrative Assistant to the Superintendent

Reviewed by: Dr. Marcey Sorensen, Superintendent of Schools

BF&AS Reviewed by:

Executive Cabinet Review by: Dr. Marcey Sorensen, Superintendent of Schools

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

MINUTES FOR PUBLIC HEARING TO DISCUSS THE 2026-2027 BUDGET, 2026 PROPOSED TAX RATE, AND REGULAR MEETING SCHOOL BOARD LA JOYA INDEPENDENT SCHOOL DISTRICT

A Public Hearing to Discuss the 2026-2027 Budget, 2026 Proposed Tax Rate, and Regular Meeting of the School Board of **LA JOYA INDEPENDENT SCHOOL DISTRICT** was held on **Wednesday, June 17, 2026, beginning at 5:30 PM,** in the Staff Development Center Board Room at Nellie Schunior Administration Building, 200 W. Expwy 83, La Joya, TX 78560. A quorum of the Board and the presiding officer were present at this location. Any Board members participating by videoconference were in accordance with Section 551.127 of the Texas Government Code.

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

1. **CALL MEETING TO ORDER -** ***(Other)***

   Julian Alvarez III, President, School Board, called the meeting to order at 5:31 p.m.

2. **ROLL CALL & DECLARE QUORUM -** ***(Other)***

   Present: Jessica Ochoa, Dr. Carlos Margo, Alyssa Peña, Julian Alvarez III, Celso Gomez Jr., Valeria Vega, and Dr. Rosalva Hernandez

3. **PLEDGE OF ALLEGIANCE,** ***Julian Alvarez III, School Board President - (Other)***

4. **PUBLIC COMMENTS -** ***(Synergy and Teamwork or Other)***

5. **PUBLIC HEARING -** ***(Synergy and Teamwork or Other)***

   Julian Alvarez III, President, School Board, called the Public Hearing at 5:32 p.m.

   5.1. Public Hearing to Discuss the 2026-2027 Budget and 2026 Proposed Tax Rate, *presented by Ms. Mirgitt Crespo, Chief of Business, Finance & Administrative Services*

   5.2. Public Input Regarding the 2026-2027 Budget and 2026 Proposed Tax Rate

   Brenda Salinas was grateful for the 2026-2027 Budget and thanked everyone for considering the 3% raise for all employees.

6. **BUDGET HEARING ACTION & DISCUSSION ITEM -** ***(Systems and Processes)***

   6.1. A motion was made by **Alyssa Peña** to approve the Adoption of the Proposed 2026-2027 Budgets for the General Fund, Debt Service Fund, and the Child Nutrition Fund. Seconded by **Celso Gomez Jr.** And the motion carried unanimously.

Julian Alvarez III, President, School Board, closed the Public Hearing at 6:04 p.m. and Opened the Regular Board Meeting at 6:04 p.m.

7. STUDENT RECOGNITION(S) - *(Vision and Goals)*

7.1. Recognition of La Joya High School UIL State Solo and Ensemble Outstanding Performer Students, *presented by Mr. Ruben Adame, Director of Fine Arts*

7.2. Recognition of Palmview High School Conjunto Students, *presented by Mr. Ruben Adame, Director of Fine Arts*

7.3. Recognition of Palmview High School Conjunto Accordionists, *presented by Mr. Ruben Adame, Director of Fine Arts*

8. SUPERINTENDENT'S UPDATE(S)/ANNOUNCEMENTS - *(Vision and Goals)*

8.1. Announcement of Campus and District Leadership, *presented by Dr. Derek Little, Chief of Academics & School Leadership*

Dr. San Juana Gutierrez, Principal at EB Reyna Elementary
Jaime Garcia, Principal at Memorial Middle School
Yesenia Lugo, Principal at Tabasco Elementary
Lucina Lara-Garza, Principal at Henry B. Gonzalez Elementary
Jodie C. Adair, Deputy Chief of Instructional Support & School Leadership
Quincy Boyd, Chief of Human Capital & Talent Development

8.2. Instructional Model for 2026-27, *presented by Dr. Marcey Sorensen, Superintendent of Schools, and Dr. Derek Little, Chief of Academics & School Leadership*

8.3. Strategic Investment Request, *presented by Ms. Mirgitt Crespo, Chief of Business, Finance & Administrative Services*

9. LONE STAR GOVERNANCE - *(Progress and Accountability)*

9.1. MAP Reading Fluency and CIRCLE/TXKEA (GPMs for Goals 1 & 2), *presented by Dr. Derek Little, Chief of Academics & School Leadership*

9.2. Lone Star Governance Time Use Tracker Report - May 27 and June 3, 2026, *presented by Mr. Celso Gomez Jr., School Board Secretary*

9.3. Monthly TEA Conservator's Report, *presented by Dr. Sylvia Ibarra, TEA Conservator*

10. CONSENT AGENDA ITEM(S) - *(Systems and Processes)*

To promote efficient meetings, the Board may act on more than one item by a single vote through the use of a consent agenda. The consent agenda shall be comprised of items specified in this Section for which the Superintendent anticipates no board deliberation prior to action being taken on the item and for which the Superintendent recommends approval. At the request of any member of the School Board, any item on

the consent agenda shall be removed from the consent agenda and given individual deliberation and action. Requests for the removal of an item from the consent agenda are to be made to the presiding officer at the time that the consent agenda is up for consideration.

A motion was made by **Celso Gomez Jr.** to approve the Consent Agenda from 10.1 to 10.7. Seconded by **Jessica Ochoa**. And the motion carried unanimously.

10.1. ***Academics & School Leadership***:

10.1.1. Approval of Contract for Data Management for Assessment & Curriculum (DMAC) Services Through Region One Education Service Center for 2026-2027. At the cost of $126,869.00 with Region One ESC

10.1.2. Approval of Agreement between Region One (ESC) Education Service Center and La Joya ISD. At the cost of $19,750.00 with Region One ESC

10.1.3. Approval of Purchase of Carnegie Learning Student Textbooks for 6th, 7th, 8th, Algebra 1, Algebra II, and Geometry through Books RFP. At the cost of $128,193.00 with Carnegie Learning INC, Pittsburgh, PA

10.1.4. Approval of Math Catalyst Texas + ZEARN Math for Texas through Educational Materials & Equipment RFP. At the cost of $126,000.00 with Great Minds PBC, Washington, DC

10.1.5. Approval of Great Minds Leadership Development through Consultant Services (Professional Development & Staff Training) RFP. At the cost of $62,400.00 with Great Minds PBC, Pittsburgh, PA

10.1.6. Approval of Great Minds K-5 Literacy Professional Learning and Virtual Support through Consultant Services (Professional Development & Staff Training) RFP. At the cost of $82,700.00 with Great Minds PBC, Pittsburgh, PA

10.1.7. Approval of K-Algebra II Mathematics Professional Learning through Consultant Services (Professional Development & Staff Training) RFP. At the cost of $187,200.00 with Great Minds PBC, Washington DC

10.1.8. Approval of SAVVAS Program Implementation Essentials and Professional Learning through Purchasing Cooperative. At the cost of $106,500.00 with SAVVAS Learning Company LLC, Paramus, NJ

10.1.9. Approval of SAVVAS Program Implementation Essentials and Walkthroughs through Purchasing Cooperative. At the cost of $90,000.00 with SAVVAS Learning Company LLC, Paramus, NJ

10.1.10. Approval of SAVVAS Social Studies High School Instructional Materials through Educational Materials & Equipment RFP. At the cost of $60,036.00 with SAVVAS Learning Company LLC, Paramus, NJ

10.1.11. Approval of Extension for Staffing Contract for the Special Education Department CSP #2026-27 (eLuma). At the cost of $204,480.00 with eLuma – Lehi, UT

10.1.12. Approval of Extension for Staffing Contract for Special Education Department CSP #2026-27 (National Recruiting Consultants). At the cost of $125,280.00 with National Recruiting Consultants, Carrollton, TX

10.1.13. Approval of Extension for Staffing Contract for Special Education Department CSP #2026-27 (Sunbelt). At the cost of $124,800.00 with Sunbelt, Oldsmar, FL

10.1.14. Approval of the Special Education IEP Writer CSP #2026-64. At the cost of $138,950.00 with Better Speech dba Streamline, Sanford, NC

10.1.15. Approval of High-Quality Classroom Libraries for Kinder-2nd Through RFP #2025-41. At the cost of $112,324.32 with Just Right Reader, Dallas, TX

10.1.16. Approval of Literacy Pack for K-2 Dual Language Students Through RFP #2025-41. At the cost of $206,948.70 with Just Right Reader, Dallas, TX

10.1.17. Approval of La Joya High School Band Uniform Purchase through Purchasing Cooperative. At the cost of $120,000.00 with G2 Performance Wilmington, DE

10.2. ***Approval of Minutes***:

10.2.1. Special Meeting - May 27, 2026

10.2.2. Regular Meeting - June 3, 2026

10.3. ***Business, Finance & Administrative Services***:

10.3.1. Approval of Independent Auditor Services RFQ #2024-59 Renewal. At the cost not to exceed $92,000.00 with Carr, Riggs & Ingram, LLC, McAllen, TX

10.3.2. Approval of the Inter-Local Cooperation Agreement for Tax Assessment and Collections between the County of Hidalgo, Office of Tax Assessor-Collector, and La Joya I.S.D. At the cost of $159,516.00 with Hidalgo County

10.3.3. Approval of Investments/Investment Earnings as of March 31, 2026

10.3.4. Approval of CFB Local Policy Update - Accounting: Inventories

10.3.5. Approval of 403(b) - Third Party Administrator Contract Renewal of 2026-2027. At the cost of 14,751.00 based on 447 employees

10.3.6. Approval of 2026-2027 UKG Ready Timekeeping System through Purchasing Cooperatives. At the cost of $100,800.00 with Kronos Saashr, Inc. a UKA Company

10.3.7. Approval of Final Budget Amendments for the General Fund (Funds 152-199) and the Child Nutrition Services Fund (Fund 101) for the period ending June 30, 2026

10.3.8. Approval of Excess Workers' Compensation Insurance CSP #2026-81. At the cost of $64,346.00 with Montalvo Insurance Agency, Weslaco, TX

10.4. ***Human Capital & Talent Development***:

10.4.1. Approval of Memorandum of Understanding for Student Resident Teachers

10.5. ***Information & Technology***:

10.5.1. Approval of Financial Administrative Software Application through Purchasing Cooperative. At the cost of $146,688.15 with EMS Linq, LLC., Wilmington, NC

10.6. ***Lone Star Governance***:

10.6.1. Approval of Report on MAP Reading Fluency and CIRCLE/TXKEA (GPMs for Goals 1 & 2)

10.6.2. Approval of the Lone Star Governance Time Use Tracker Report for May 27 & June 3, 2026

10.7. ***Superintendent's Office***:

10.7.1. Approval of Momentum Education Consulting Agreement for TEA Conservator, Dr. Sylvia Ibarra. At the cost not to exceed $85,000.00 with Momentum Education Consulting

11. CLOSED SESSION - *(Synergy and Teamwork)*

Closed Meeting will be held for the purposes authorized by the Texas Open Meetings Act, Texas Government Code Sections 551.001, 551.071, 551.072, 551.074, 551.076, 551.129, and 551.0821 et seq. concerning any and all purposes permitted by the Act, including but not limited to the sections and purposes listed below.

Julian Alvarez III, President, School Board, called the meeting into Closed Session at 7:44 p.m. Texas Open Meetings Act, Texas Government Code Sections 551.001, 551.071, 551.072, 551.074, 551.076, 551.129, and 551.0821 et seq. concerning any and all purposes permitted by the Act, including but not limited to the sections and purposes listed below.

11.1. Consultation with the Board's Attorney. (Texas Government Code 551.071: For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law; and Texas Government Code 551.129: For the purpose of a private consultation with the Board's attorney by telephone conference call.)

11.2. Discuss Personnel Matters and Board and Superintendent Duties. (Texas Government Code 551.074: For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, including Board Operating Procedures and Self-Assessment.)

11.3. Discuss Property Matters. (Texas Government Code 551.072: For the purpose of discussing the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)

11.4. Discussion of Intruder Detection Audit Findings. (Texas Government Code 551.076: To consider the deployment, or specific occasions for implementation, of security personnel or devices; or a security audit.)

11.5. Personally Identifiable Information About Public School Students. (Texas Government Code 551.0821: For the purpose of deliberating a matter regarding a public-school student, if personally identifiable information about the student will necessarily be revealed.)

11.6. Hear Oral Arguments and Deliberate Regarding Hearing Examiner's Recommendations on Proposed Nonrenewals; consult with legal counsel regarding same. (Texas Government Code Sections 551.071 and 551.074.)

12. **RECONVENE IN OPEN SESSION - *(Systems and Processes)***

Julian Alvarez III, President, School Board, called the meeting out of Closed Session at 9:25 p.m.

Dr. Rosalva Hernandez left the meeting at 7:52 p.m.

13. **ACTION & DISCUSSION ITEM(S) - *(Systems and Processes)***

13.1. A motion was made by Jessica Ochoa to approve the 2026-27 Optional Flexible School Day Program (OFSDP). At the cost of $500,000. Seconded by Valeria Vega. And the motion carried unanimously.

13.2. A motion was made by Alyssa Peña to approve the Comprehensive 1:1 Early Literacy Intervention Tutoring CSP #2026-91. At the cost of $1,000,000.00 with Ignite Reading PBC Information, San Francisco, CA. Seconded by Dr. Carlos Margo. And the motion carried unanimously.

13.3. A motion was made by Celso Gomez Jr. to Amend and Adopt the 2026-27 School Calendar for the ACE Campuses. Seconded by Jessica Ochoa. And the motion carried unanimously.

13.4. A motion was made by Dr. Carlos Margo to approve the Supplemental Spanish Reading Program for Emergent Bilingual Student Support Through CTPA Plano ISD RFP #2023-035. At the cost of $349,893.62 with Estrellita Inc., Englewood, CO. Englewood. CO. Seconded by Valeria Vega. And the motion carried unanimously.

13.5. A motion was made by Valeria Vega to approve the Dell Laptops for High School Migrant Students through Quotation #2026-815. At the cost of $281,250.00 with Dell Technologies, Round Rock, TX. Seconded by Jessica Ochoa. And the motion carried unanimously.

13.6. A motion was made by Celso Gomez Jr. to approve the Dell Chromebooks for Migrant Students in Grades 2nd-8th through Quotation #2026-815. At the cost of $350,000.00 with Dell Technologies, Round Rock, TX. Seconded by Alyssa Peña. And the motion carried unanimously.

13.7. A motion was made by Dr. Carlos Margo to approve the iPads for Pre-Kindergarten-1st Grade Migrant Students through Choice Partners. At the cost of $349,656.00 with Apple, Inc., Austin, TX. Seconded by Alyssa Peña. And the motion carried unanimously.

13.8. A motion was made by Jessica Ochoa to approve the Instructional Resources Curriculum Grades 3rd through 12th through Purchasing Cooperatives. At the cost of $357,578.00 with Think CERRCA, Chicago, IL. Seconded by Celso Gomez Jr. And the motion carried unanimously.

13.9. A motion was made by Alyssa Peña to approve the HQIM Bluebonnet Learning English and Spanish Language Arts Curriculum K-5 through State Adopted Materials. At the cost of $758,764.00 with Education Service Center Region 4, Houston, TX. Seconded by Valeria Vega. And the motion carried unanimously.

13.10. A motion was made by Dr. Carlos Margo to approve the SAVVAS Adopted Social Studies Instructional Materials through Educational Materials & Equipment RFP. At the cost of $260,403.15 with SAVVAS, Paramus, NJ. Seconded by Celso Gomez Jr. And the motion carried unanimously.

13.11. A motion was made by Valeria Vega to approve the Ratification for SAVVAS Science Refill Kits for the 2026-2027 School Year. At the cost of $482,233.00 with SAVVAS Learning Company LLC, Paramus, NJ. Seconded by Celso Gomez Jr. And the motion carried unanimously.

13.12. A motion was made by Jessica Ochoa to approve the Purchase of Great Minds Math Books through Educational Materials & Equipment RFP. At the cost of $288,975.00 with Great Minds PBC, Washington, DC. Seconded by Alyssa Peña. And the motion carried unanimously.

13.13. A motion was made by Alyssa Peña to approve the Great Minds LIFT Grant Implementation Services - Approved Provider. At the cost of $2,015,911.00 with Great Minds PBC, Washington, DC. Seconded by Dr. Carlos Margo. And the motion carried unanimously.

13.14. A motion was made by Celso Gomez Jr. to approve the Purchase of MATHia & Digital Course Student Licenses for Secondary Math Instruction through Educational Materials & Equipment RFP. At the cost of $287,545.10 with Carnegie

Learning INC, Pittsburgh, PA. Seconded by Alyssa Peña. And the motion carried unanimously.

13.15. A motion was made by Dr. Carlos Margo to approve the Extension for Staffing Contract for the Special Education Department CSP #2026-27. At the cost of $722,180.00 with Presence Learning, New York, NY. Seconded by Celso Gomez Jr. And the motion carried unanimously.

13.16. A motion was made by Jessica Ochoa to approve the Special Education Consulting Services CSP #2026-88. At the cost of $315,000.00 with Edusolve, LLC, Lighthouse Point, FL. Seconded by Valeria Vega. And the motion carried unanimously.

13.17. A motion was made by Alyssa Peña to approve the Special Education Medicaid Reimbursement Filing CSP #2026-92. At the cost of 6.5% of claimed charges for Medicaid Reimbursement. Seconded by Jessica Ochoa. And the motion carried unanimously.

13.18. A motion was made by Celso Gomez Jr. to approve the Licenses Through Presence Learning Kanga Comprehensive Platform CSP #2026-27. At the cost of $294,000.00 with Presence Learning, New York, NY. Seconded by Dr. Carlos Margo. And the motion carried unanimously.

13.19. A motion was made by Alyssa Peña to approve the Budget Amendments for the General Fund (Funds 152-199), Adopted 2026-2027 Budget, effective July 1, 2026. At the cost of $7M. Seconded by Celso Gomez Jr. And the motion carried unanimously.

13.20. A motion was made by Valeria Vega to approve the Allocation of 2027 Assessments for La Joya Independent School District. At the cost of $539,293.00. Seconded by Dr. Carlos Margo. And the motion carried unanimously.

13.21. A motion was made by Jessica Ochoa to approve the iPads for the District Refresh through Purchasing Cooperative. At the cost of $467,480.00 with Apple Computer, Inc., Austin, TX. Seconded by Dr. Carlos Margo. And the motion carried unanimously.

13.22. A motion was made by Celso Gomez Jr. to approve the Skyward Annual License Fee and Software Support. At a cost of $311,767.00 with Skyward Inc., Stevens Points, WI. Seconded by Alyssa Peña. And the motion carried unanimously.

13.23. A motion was made by Dr. Carlos Margo to approve the Region One Education Service Center Personal Service Cooperative - Substitute Teacher Placement and Employee Absence Management (SUB-HUB). At the cost of $2,500,000.00 with Region One ESC. Seconded by Jessica Ochoa. And the motion carried unanimously.

13.24. A motion was made by Alyssa Peña to approve the 2026-2027 La Joya I.S.D. Compensation Plan. Seconded by Celso Gomez Jr. And the motion carried unanimously.

13.25. A motion was made by Celso Gomez Jr. to approve and Take Possible Action to Nonrenew Term Contracts. Seconded by Alyssa Peña. And the motion carried unanimously.

14. CALENDAR - *(Other)*

14.1. June 19, 2026: Juneteenth Day

14.2. June 29 to July 10, 2026: Central Administration will be closed for the Summer Break

14.3. July 15, 2026: District Safety & Security Committee Meeting

14.4. July 29, 2026: Regular Board Meeting

15. SCHOOL BOARD MEMBERS AND SUPERINTENDENT REMARKS - *(Other)*

16. ADJOURNMENT - *(Synergy and Teamwork)*

A motion was made by Dr. Carlos Margo to adjourn the meeting at 9:38 p.m. Seconded by Valeria Vega. And the motion carried unanimously.

Julian Alvarez III
President, School Board

Celso Gomez Jr.
Secretary, School Board

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 4 - Community, Trust, Unity, and Partnership

Agenda Category: Consent Item

Item Title: Approval of Minutes – District Safety and Security Committee Meeting July 15, 2026

BACKGROUND:

The purpose of the meeting minutes is to provide a legally binding official record that demonstrates the school district's compliance with the association's bylaws and established procedures.

RATIONALE:

Approval is needed for the following: District Safety and Security Committee Meeting July 15, 2026

BUDGET:

Cost	***Funding Source***	***Vendor***
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		District Safety and Security Committee Meeting Minutes July 15, 2026

RECOMMENDATION:

Approval of Minutes – District Safety and Security Committee Meeting July 15, 2026

Initiated by: David Torres, Emergency Management Coordinator

Reviewed by: Leonardo Sanchez, Chief of Police

BF&AS Reviewed by:

Executive Cabinet Review by: Dr. Marcey Sorensen, Superintendent of Schools

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

MINUTES OF DISTRICT SAFETY AND SECURITY COMMITTEE MEETING
SCHOOL BOARD
LA JOYA INDEPENDENT SCHOOL DISTRICT

A District Safety and Security Committee Meeting of the School Board of **LA JOYA INDEPENDENT SCHOOL DISTRICT** will be held on **Wednesday, July 15, 2026, beginning at 5:30 PM,** in the Nellie Schunior Administration Building - Palmview Room, 200 W. Expwy 83, La Joya, TX 78560. A quorum of the Board and the presiding officer will be present at this location. Any Board members participating by videoconference will be in accordance with Section 551.127 of the Texas Government Code.

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

1. **CALL MEETING TO ORDER**

   Julian Alvarez III, President, School Board, called the meeting to order at 5:30 p.m.

2. **ROLL CALL & DECLARE QUORUM**

3. **PLEDGE OF ALLEGIANCE,** ***Julian Alvarez III, School Board President***

4. **PUBLIC COMMENTS**

   NO PUBLIC COMMENTS

5. **LA JOYA ISD DISTRICT SAFETY AND SECURITY COMMITTEE**

   5.1. Welcome, *Julian Alvarez III, School Board President*

   5.2. Introduction of Members, *Julian Alvarez III, School Board President*

6. **CLOSED SESSION - Closed Meeting will be held for the purposes authorized by the Texas Open Meetings Act, Texas Government Code, Sections 551.075 and 551.076.**

   Julian Alvarez III, President, School Board, called the meeting into Closed Session at 5:34 p.m. under the Section Texas Open Meeting Act, Texas Government Code 551.075 and 551.075.

   6.1. Legal Matters which the Board may Discuss in Closed Session and upon which Action may be taken in Open Session: [Government Code, Sections 551.075 and 551.076].

      6.1.1. Discussion of Intruder Detection Audit Report and Findings. Discussion of Corrective Action Plan for findings.
      David Torres updated the committee on any pending IDA findings, corrective actions, and related matters as applicable.

6.1.2. District Vulnerability Assessment Full Report.

David Torres presented the full District Vulnerability Assessment Report to the committee. He also provided updates on available funding sources to address identified findings, outlined pathways for corrective action, and reviewed district strategies for prioritizing, addressing, and funding necessary improvements as applicable with the report. As part of this section the 2023-2026 Safety and Security Audit Survey was presented to the Board for review and approval.

6.1.3. Grant Project Updates.

David Torres provided an update on completed, current, and future plans for grant-related funding across the district and the various departments responsible for grant-related projects.

6.1.4. Discussion of Upcoming Goals, Priorities, and Direction for 2026-2027 School Year.

The committee was provided with an opportunity to offer feedback and guidance regarding priorities for the upcoming school year. Suggestions included sharing successful district goals, strategies, and processes with other school districts that may benefit from assistance in addressing similar safety and security concerns. The committee also emphasized the importance of continuing to strengthen partnerships with local first responder agencies serving the district's area of responsibility. These partnerships will further support the district's priority of ensuring the safety of students, staff, and the community while enhancing coordination with agencies that may respond to emergencies within the district. The committee expressed support for the district's current and future priorities based on the information presented earlier by David Torres.

6.1.5. Discussion and Vote on Campus Secure Area for the Upcoming School Year.

The committee presented proposed secure-area fencing plans for various locations throughout the district and was asked to evaluate and vote on the proposed projects. Following discussion and consideration, the committee approved the following locations for designation as secure areas and/or for further evaluation of the cost and feasibility of establishing secure areas at these locations:

- La Joya High School – CTE Area
- Palmview High School – CTE Area
- Juarez-Lincoln High School – CTE Area
- Henry B. Gonzalez Elementary / Sam Fordyce Elementary – Courtyard Areas
- E.B. Reyna Elementary
- Jimmy Carter Early College High School
- Diaz-Villarreal Elementary
- Patricio Perez Elementary
- Narciso Cavazos Elementary
- Elodia Chapa Elementary
- Jose de Escandon Elementary
- Enrique Camarena Elementary

The committee expressed support for continuing to evaluate and advance these projects based on identified safety needs, feasibility, available funding, and district priorities.

6.1.6. Questions and Discussion.
N/A

7. RECONVENE IN OPEN SESSION

Julian Alvarez III, President, School Board, call the meeting into Open Session at 6:24 p.m.

A motion was made by Julian Alvarez III to approve the secure area fencing locations/projects. Seconded by Celso Gomez Jr. And the motion carried unanimously.

7.1. Next Meeting: TBA

8. DISTRICT SAFETY AND SECURITY COMMITTEE MEMBERS REMARKS

None

9. ADJOURNMENT

A motion was made by Celso Gomez Jr. to adjourn the meeting at 6:30 p.m. Seconded by Julian Alvarez III. And the motion carried unanimously.

Julian Alvarez III	Celso Gomez Jr.
President, School Board	Secretary, School Board

La Joya Independent School District
District Safety and Security Committee Meeting
Wednesday, July 15, 2026 - 5:30 p.m.

Name	Title	Signature
Julian Alvarez, III	School Board President	
Celso Gomez Jr.	School Board Secretary	
Dr. Marcey Sorensen	Superintendent of Schools	Present DJ
Dr. Derek Little	Deputy Superintendent	
Stacy Pierson	Chief of Operations & Infrastructure	
Haissam Mayasi	Chief Technology Officer	
Anna Marie Candelario	Deputy Chief of Academic Advancement & School Performance	
Jodie Adair	Deputy Chief of Instructional Support & School Leadership	
Nidia Ortiz	Executive Director of School Leadership	
Annette Lozano	Executive Director of Student, Family, and Community Engagement & Support	
Leonard Sanchez	Chief of Police	
David Torres	Emergency Management Coordinator	
Blanca E. Cantú	Public Relations & Communications Director	present DJ
Marissa Morales	Student Health Services	
Nereyda Trevino	CTE Teacher/Zavala Middle School	
Nelida Tapia	Parent Volunteer	
Chief Jose Treviño	City of Palmview Police Department	
Jesse Diaz	Hidalgo County Deputy Fire Marshal	
Dr Eric Cantu	Hidalgo County Emergency Mgmt. Designee	Present DJ

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of May 2026 Collector's Report

BACKGROUND:

As per Texas Property Tax Code Section 31:10 REPORTS AND REMITTANCES OF OTHER TAXES, (a) each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month.

RATIONALE:

Collector's Report for the month of May 2026

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Tax Collector's Report for May 2026

RECOMMENDATION:

Administration recommends approval

Initiated by: Rolando Herrera II, Director of Accounting

Reviewed by: Mirgitt Crespo, Chief of Business, Finance & Administrative Services

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
LA JOYA I.S.D. TAXES COLLECTED FOR:
MAY 2026

COMPARATIVE RATE OF COLLECTIONS

LA JOYA I.S.D. SLJ - 49	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2025/2026	COLLECTED 2024/2025
2025 TAX ROLL	35,343,013.49	30,195,525.38	0.00	(1,112,981.66)	4,034,506.45	88.21%	88.57%
2024 & PRIOR YRS	10,419,121.36	2,235,774.24	(30,959.68)	(1,019,303.32)	7,133,084.12	23.86%	19.65%
ROLLBACK	6,235.97	15,012.15	0.00	52,910.82	44,134.64	25.38%	95.05%
TOTALS	45,768,370.82	32,446,311.77	(30,959.68)	(2,079,374.16)	11,211,725.21		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MAY 2026

	LA JOYA ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	467,041.17	(63,553.78)	CURRENT
CURRENT YEAR-P&I	62,274.38		
PRIOR YEARS-BASE TAX	146,243.64	(45,703.82)	PRIOR
PRIOR YEARS-P&I	75,545.78		
ROLLBACK	301.46	803.14	ROLLBACK
ROLLBACK P&I	39.18		
ATTORNEY FEES	38,662.04	0.00	PURGED
TOTAL COLLECTIONS	790,107.65	(108,454.46)	
LESS TRANSFERRED	399,071.11		
LESS IN TRANSIT	378,387.19		
LESS DUE TO HCAD COMM FEES	(10.65)		
LESS DUE TO CO TREASURER	12,660.00		
	0.00		
BALANCE	0.00		

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE LA JOYA I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF MAY 2026 IS CORRECT.

Pablo (Paul) Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR LA JOYA I.S.D., TEXAS

HIDALGO COUNTY ASSESSOR & COLLECTOR OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 8TH DAY OF JUNE 2026 A.D.

Jose E. Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS

JOSE EDGAR JARAMILLO
Notary Public
STATE OF TEXAS
Notary ID# 129118667
My Comm. Exp. 09-10-2028

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of June 2026 Collector's Report

BACKGROUND:

As per Texas Property Tax Code Section 31:10 REPORTS AND REMITTANCES OF OTHER TAXES, (a) each month the collector of taxes for a taxing unit shall prepare and submit to the governing body of the unit a written report made under oath accounting for all taxes collected for the unit during the preceding month.

RATIONALE:

Collector's Report for the month of June 2026

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Tax Collector's Report for June 2026

RECOMMENDATION:

Administration recommends approval

Initiated by: Rolando Herrera II, Director of Accounting

Reviewed by: Mirgitt Crespo, Chief of Business, Finance & Administrative Services

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

PREPARED BY: JULIE TORRES

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
LA JOYA I.S.D. TAXES COLLECTED FOR:
JUNE 2026

COMPARATIVE RATE OF COLLECTIONS

LA JOYA I.S.D. SLJ - 49	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2025/2026	COLLECTED 2024/2025
2025 TAX ROLL	35,343,013.49	30,552,806.47	0.00	(1,130,765.50)	3,659,441.52	89.30%	89.68%
2024 & PRIOR YRS	10,419,121.36	2,364,951.14	(30,959.68)	(1,032,438.46)	6,990,772.08	25.28%	21.38%
ROLLBACK	6,235.97	21,665.27	0.00	78,127.07	62,697.77	25.68%	78.61%
TOTALS	45,768,370.82	32,939,422.88	(30,959.68)	(2,085,076.89)	10,712,911.37		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JUNE 2026

	LA JOYA ISD	MONTHLY MODIFICATIONS	
CURRENT YEAR-BASE TAX	357,281.09	(17,783.84)	CURRENT
CURRENT YEAR-P&I	53,884.34		
PRIOR YEARS-BASE TAX	129,176.90	(13,135.14)	PRIOR
PRIOR YEARS-P&I	59,458.95		
ROLLBACK	6,653.12	25,216.25	ROLLBACK
ROLLBACK P&I	0.00		
ATTORNEY FEES	30,368.03	0.00	PURGED
TOTAL COLLECTIONS	636,822.43	(5,702.73)	
LESS TRANSFERRED	437,837.55		
LESS IN TRANSIT	186,301.83		
LESS DUE TO HCAD COMM FEES	23.05		
LESS DUE TO CO TREASURER	12,660.00		
	0.00		
BALANCE	0.00		

**********AFFIDAVIT**********

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE LA JOYA I.S.D. DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JUNE 2026 IS CORRECT.

Pablo (Paul) Villarreal

ASSESSOR-COLLECTOR OF TAXES FOR LA JOYA I.S.D., TEXAS

HIDALGO COUNTY ASSESSOR & COLLECTOR OF TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF JULY 2026 A.D.

Jose E Jaramillo

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS

JOSE EDGAR JARAMILLO
Notary Public
STATE OF TEXAS
Notary ID# 129118667
My Comm. Exp. 09-10-2028

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of the Agreement with Linebarger Goggan Blair & Sampson, LLP for Delinquent Tax Attorney Services Pursuant to RFQ #2026-89

BACKGROUND:

The District issued RFQ #2026-89 to solicit qualifications from experienced law firms to provide delinquent tax collection and related legal services in accordance with Texas Tax Code Section 6.30. Following the qualifications-based selection process, Linebarger Goggan Blair & Sampson, LLP was determined to be the most highly qualifed respondent.

RATIONALE:

Approval of this agreement will provide the District with professional delinquent tax collection and related legal services necessary to support the recovery of delinquent tax revenues, and protect the District's financial interests.

BUDGET:

Cost	*Funding Source*	*Vendor*
15% of all taxes	Local Funds	Linebarger Goggan Blair & Sampson, LLP Edinburg, TX
Purchasing Mechanism		***Additional Documentation***
RFQ #2026-89		Evaluation Matrix; Agreement Attached

RECOMMENDATION:

Administration recommends approval of the contract with Linebarger Goggan Blair & Sampson for Delinquent Tax Attorney Services pursuant to RFQ #2026-89, in accordance with Texas Tax Code Section 6.30, to provide delinquent tax collection and related legal services for the District.

Initiated by:
Mirgitt Crespo, Chief of Business, Finance, and Administrative Services

Reviewed by:

BF&AS Reviewed by:
Mirgitt Crespo, Chief of Business, Finance, and Administrative Services

Executive Cabinet Review by:
Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:
Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
Delinquent Tax Attorney Services RFQ #2026-89
(Non-Federally Funded)

EVALUATION CRITERIA: The following criteria shall be considered when evaluating vendor responses for contract award as delineated in Texas Government Code §2254, as well as any other criteria specified in the solicitation:

Item		Points	Linebarger Goggan Blair & Sampson, LLP Austin, TX	Perdue Brandon Fielder Collins & Mott McAllen, TX
1	Technical Competence & Qualifications Demonstrated expertise in delinquent tax collection, litigation, bankruptcy, enforcement actions, and overall firm qualifications	40	38.25	38.25
2	Approach & Methodology Clarity, organization, and effectiveness of the firm's delinquent tax collection strategy, legal approach, and case management processes	25	23.25	23.25
3	Technology, Reporting & Case Management Systems Quality of software systems, reporting capabilities, data tracking, and ability to support District oversight and transparency	10	9.25	8
4	Alignment with District Needs & Service Approach Evidence of collaboration, responsiveness, communication, and ability to coordinate with the Hidalgo County Tax Office and other taxing entities	15	14.25	14.75
5	Ethical Standing & Reputation Litigation history, references, verified reputation, and ethical transparency	15	12.5	13.75
6	Clear identification and disclosure of conflicts of interest and ability to provide independent representation without adverse interests	15	13.75	13.75
7	Interview / Presentation Scenario response, collection strategy discussion, communication, responsiveness, and overall value-add to the District	20	18.25	16.5
	Total	140	**129.5**	**128.25**

Evaluation Committee:
Mirgitt Crespo - Business, Finance & Operations
S.B.Pierson - Operations & Infrastructure
Elsie Schiro - Consultant
Rolando Herrera, II - Accounting

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and La Joya Independent School District (hereinafter referred to as the "Client").

Article I
Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2
Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3
Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, fifteen (15%) percent of all taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4
Intellectual Property Rights

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5
Costs

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6
Term and Termination

6.01 This Agreement shall be effective on _____, 2026 (The "Effective Date") and shall expire on June 30, 2029 (the "Expiration Date") unless extended as hereinafter provided.

6.02 This Agreement shall remain in effect through its initial term and shall expire on the Expiration Date unless the Parties mutually agree to extend the Agreement. Any extension of the Agreement must be agreed to by both Parties in writing no later than sixty (60) days prior to the Expiration Date. In the absence of a written agreement to extend the Agreement executed at least sixty (60) days prior to the Expiration Date, this Agreement shall terminate on the Expiration Date.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm

in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7
Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.03 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.04 *Retention of Files.* The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

La Joya Independent School District
201 E Expressway 83
La Joya, Texas 78560

7.06 Compliance with Tx. Govt. Code §2271.002. In order to comply with Tx. Govt. Code §2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.07 Compliance with Tx. Govt. Code §2252.151- .154. In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

7.08 Compliance with Tx. Govt. Code §2276.001-002. In order to comply with Tx. Govt. Code §2276.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

7.09 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

SIGNATURE PAGE TO FOLLOW

La Joya Independent School District

By: _____

Date: _____

Linebarger Goggan Blair & Sampson, LLP

By: _____
Kelly R. Salazar, Capital Partner

Date: 7/20/26

ATTEST:

_____

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of Written Statement and Findings Determining the Need for Specialized Contingent Fee Legal Services Pursuant to Texas Government Code Chapter 2254

BACKGROUND:

Texas Government Code Chapter 2254 requires the governing body of a political subdivision to determine, by written statement and findings, that there is a substantial need for the use of contingent fee legal services before entering into such an agreement. The attached Written Statement and Findings has been prepared to satisfy the statutory requirements applicable to the proposed Delinquent Tax Attorney Services agreement.

RATIONALE:

Approval of the Written Statement and Findings is required by Texas Government Code Chapter 2254 prior to the District entering into a contingent fee agreement for delinquent tax collection legal services.

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Written Statement and Findings Attached

RECOMMENDATION:

Administration recommends approval of the Written Statement and Findings Determining the Need for Specialized Contingent Fee Legal Services pursuant to Texas Government Code Chapter 2254.

Initiated by:
Mirgitt Crespo, Chief of Business, Finance, andAdministrative Services

Reviewed by:

BF&AS Reviewed by:
Mirgitt Crespo, Chief of Business, Finance, andAdministrative Services

Executive Cabinet Review by:
Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:
Dr. Marcey Sorensen
Superintendent of Schools

ACTION APPROVING CONTRACT
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Board President is authorized to execute this Agreement.

After exercising its due diligence The La Joya Independent School District finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Tax Collection Services;

2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the La Joya Independent School District at a reasonable cost;

3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the La Joya Independent School District does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;

5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to La Joya Independent School District in the past and the District has been well satisfied with the quality and outcome of the legal services provided.

6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the District and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of Phase V – Financial Audit Services RFQ #2025-12

BACKGROUND:

On June 3, 2026, the Board approved Phase IV of the Financial Audit Services initiative, which focused on an employee benefits optimization assessment to identify opportunities for cost savings, operational efficiencies, and long-term financial sustainability. Building upon the work completed in the previous phases, Phase V will evaluate the District's implementation of recommended internal control enhancements and assess the effectiveness of those controls through compliance testing and reporting.

RATIONALE:

The purpose of Phase V is to validate the effectiveness of the District's internal controls through compliance testing, identify opportunities for continued improvement, and provide a final report with recommendations to support sound financial management and accountability.

BUDGET:

Cost	*Funding Source*	*Vendor*
$160,000.00	199-41-6212-00-942-7-99-000	Alvarez & Marsal Public Sector Services, LLC Washington, DC

Purchasing Mechanism	*Additional Documentation*
RFQ #2025-12	Engagement Letter

RECOMMENDATION:

Administration recommends approval of the following vendor, providing a favorable value to the district.

Initiated by:
Mirgitt Crespo, Chief Business, Finance & Administrative Services

Reviewed by:
Click or tap here to enter text.

BF&AS Reviewed by:
Mirgitt Crespo, Chief Business, Finance & Administrative Services

Approved for Submission to the Board of Education:
Dr. Marcey Sorensen
Superintendent of Schools

Executive Cabinet Review by:
Dr. Derek Little, Deputy Superintendent

July 13, 2026

Dr. Marcey Sorensen, Superintendent
La Joya Independent School District
200 W. Expwy 83
La Joya, TX 78560

Dear Dr. Sorensen:

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal Public Sector Services, LLC ("A&M") and *La Joya Independent School District* and its assignees and successors, the "District"), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement between the District and A&M (the "Agreement").

1. Description of Services

(a) A&M shall provide consulting services to the District at the direction of the District's *Superintendent* (the "Responsible Officer(s)") in connection with their efforts to support the accountability and financial stability of the district. The activities anticipated include the following:

a. Phase I - Control Design Assessment:
   i. Hold discussions with relevant personnel to document the specific control enhancements and other changes that LJISD implemented since A&M's last review.
   ii. Review updated policies, procedures, and other materials (e.g., standardized forms).
   iii. Evaluate whether the enhancements sufficiently address A&M's recommendations or whether additional supplemental changes may be beneficial
   iv. Develop auditing and testing attributes based on the combination of A&M's initial control findings, and LJISD's current controls environment to form the foundation of Phase 2 testing

b. Phase II - Compliance Testing:
   i. Collect relevant source data for transactions processed from the implementation go-live to the Phase 2 start date.
   ii. Select a judgmental sample of transactions and request relevant supporting documents.
   iii. Testing for adherence against enhanced controls.

iv. Where necessary, understand root causes of any recurring policy non-compliance and make recommendations to further enhance controls to encourage consistent compliance in the future.

c. Report Development
   i. Develop a detailed report of testing results for each in-scope testing area or recommendation
   ii. Outline additional supplemental recommendations
   iii. Present as needed to LJISD leadership and Board of Education

(b) In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates and subsidiaries. Such affiliates are wholly owned by A&M's parent Company and employees.

A&M personnel providing services to the District may also work with other A&M clients in conjunction with unrelated matters.

2. Information Provided by the District and Forward Looking Statements

The District shall use all reasonable efforts to: (i) provide A&M with access to management and other representatives of the District; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the District that A&M reasonably request in connection with the services to be provided to the District. A&M shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the District and otherwise reviewed by A&M in connection with the services performed for the District. The District acknowledges and agrees that A&M is not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. A&M is under no obligation to update data submitted to it or to review any other areas unless specifically requested by the Board to do so.

You understand that the services to be rendered by A&M may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the District's operations, which may materially and adversely differ from those projections. In addition, A&M will be relying on information provided by the District in the preparation of those projections and other forward-looking statements.

3. Limitation of Duties

A&M makes no representation or guarantee that, inter alia, (i) an appropriate restructuring proposal or strategic alternative can be formulated for the District (ii) any restructuring proposal or strategic alternative presented to the District's management or the Board or Responsible Officers will be more successful than all other possible restructuring proposals or strategic alternatives, (iii) restructuring is the best course of action for the District or (iv) if formulated, that any proposed restructuring plan or

strategic alternative will be accepted by any of the District's creditors, shareholders and other constituents. Further, A&M does not assume any responsibility for the District's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction. A&M shall be responsible for assistance with the implementation only of the restructuring proposal or strategic alternative approved by the Board or Responsible Officers and only to the extent and in the manner authorized by and directed by the Board or Responsible Officers and agreed to by A&M.

4. Compensation

(a) A&M will receive fees based on the firm fixed price of $150,000 USD plus reasonable expenses for required travel, not to exceed $10,000 USD for a total maximum expense of $160,000 USD.

(b) The pricing above reflects A&M's Best and Final Offer based on discussions with LJISD leadership. A&M will invoice LJISD in two equal increments for work completed and expenses as incurred upon the completion of Phase 1 tasks, and again upon delivery of the final report.

(c) The adjustment to or extension of these tasks or additional support will be priced based on mutual agreement of LJISD at the time of contract modification or extension.

5. Term

(a) This Agreement will apply from the commencement of the services referred to in Section 1 and may be terminated with immediate effect by either party without cause by written notice to the other party.

(b) A&M normally does not withdraw from an engagement unless the District misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for A&M to continue performance of the engagement, or other just cause exists..

(c) On termination of the Agreement, any fees and expenses due to A&M shall be remitted promptly (including fees and expenses that accrued prior to but are invoiced subsequent to such termination).

(d) The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties.

6. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this engagement letter. Neither A&M nor any of its personnel or agents is to be considered an employee or agent of the District and the personnel and agents of A&M are not entitled to any of the benefits that the District provides for the District employees. The District acknowledges and agrees that A&M's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

7. No Third Party Beneficiary

The District acknowledges that all advice (written or oral) provided by A&M to the District in connection with this engagement is intended solely for the benefit and use of the District (limited to its Board and management) in considering the matters to which this engagement relates. The District agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law.

8. Conflicts

A&M is not currently aware of any relationship that would create a conflict of interest with the District or those parties-in-interest of which you have made us aware,. Because A&M and its affiliates and subsidiaries comprise a consulting firm (the "Firm") that serves clients on a global basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with the District, including creditors of the District. The Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the District's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained.

9. Confidentiality / Non-Solicitation

A&M shall keep as confidential all non-public information received from the District in conjunction with this engagement, except: (i) as requested by the District or its legal counsel; (ii) as required by legal proceedings or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision. The District, on behalf of itself and its subsidiaries and affiliates and any person which may acquire all or substantially all of its assets agrees that, until two (2) years subsequent to the termination of this

engagement, it will not solicit, recruit, hire or otherwise engage any employee of A&M or any of its affiliates who worked on this engagement while employed by A&M or its affiliates ("Solicited Person"). Should the District or any of its subsidiaries or affiliates or any person who acquires all or substantially all of its assets extend an offer of employment to or otherwise engage any Solicited Person and should such offer be accepted, A&M shall be entitled to a fee from the party extending such offer equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The District acknowledges and agrees that this fee fairly represents the loss that A&M will suffer if the District breaches this provision. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement.

10. Limitations on Liability

In no event shall A&M, its affiliates, and their partners, principals, and personnel be liable to the District, whether a claim be in tort, contract or otherwise, for any amount in excess of the total professional fees A&M receives for the services under this agreement except to the extent that such liability is finally determined to have been caused primarily and directly by the fraud or willful misconduct of A&M relating to such services. In no event shall A&M or its personnel be liable for any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement (including, without limitation, loss of revenue, data, goodwill, or similar damages) even if advised of the possibility of such damages. Termination of this engagement shall not affect this limitation on liability provision, which shall remain in full force and effect.

11. Miscellaneous

This Agreement including, without limitation, the construction and interpretation of thereof and all claims, controversies and disputes arising under or relating thereto, shall be governed and construed in accordance with the laws of the State of Texas, without regard to principles of conflict of law that would defer to the laws of another jurisdiction. The District and A&M agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any matter relating to or arising out of the engagement or the performance or non-performance of A&M hereunder. The District and A&M agree, to the extent permitted by applicable law, that any Federal Court sitting within the Southern District of Texas shall have exclusive jurisdiction over any litigation arising out of this Agreement; to submit to the personal jurisdiction of the Courts of the United States District Court for the Southern District of Texas; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of Texas for any litigation arising in connection with this Agreement.

This Agreement shall be binding upon A&M and the District, their respective heirs, successors, and assignees, and any heir, successor, or assignee of a substantial portion of A&M's or the District's respective businesses and/or assets, including any Chapter 11 Trustee. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the District and A&M. Notwithstanding anything herein to the contrary, A&M may reference or list the District's name and/or logo and/or a general description of the services in A&M's marketing materials, including, without limitation, on A&M's website.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

ALVAREZ & MARSAL PUBLIC SECTOR SERVICES, LLC

Name Michael Potter
Title Managing Director

Signature Michael L Potter

Date 07/13/2026

Accepted and Agreed:
La Joya Independent School District

By: _____
Dr. Marcey Sorensen, Superintendent

Date _____

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of Claims Administration Self-Funded Workers' Compensation Program CSP #2026-80

BACKGROUND:

The purpose of this proposal was to secure claims administration services for the District's Self-Insurance Workers' Compensation Program, ensuring efficient claims processing and regulatory compliance.

RATIONALE:

The selected provider will administer and process workers' compensation claims for the District's Self-Funded Workers' Compensation Program, ensuring compliance with applicable regulations and supporting the efficient management of claims. The term for this September 1, 2026 through August 31, 2027 (Year two will be subject to School Board approval).

BUDGET:

Cost	*Funding Source*	*Vendor*
$75,000.00	Workers' Compensation Self-Funded Program	Claims Administrative Services, Inc. Tyler, TX
Purchasing Mechanism		***Additional Documentation***
CSP #2026-80		Tabsheet

RECOMMENDATION:

Administration recommends approval providing favorable value to the District.

Initiated by:
Eliseo Rodriguez, Director of Risk Management

Reviewed by:
Sandra Guerrero, Executive Director of Payroll & Benefits

BF&AS Reviewed by:
Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by:
Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:
Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
Claims Administration Self-Funded Workers' Compensation Program
CSP #2026-80

	Claims Administrative Services, Inc. Tyler, TX	
	Year 1	**Year 2**
Flat Fee		
Cost Per Claim Fee		
Medical Only Claim	$175.00	$175.00
Idemnity Claim	$950.00	$950.00
Record Only	$30.00	$30.00
Servicing Run-Off (Tail) Claims		
Flat Fee (Annual)	Included	Included
Medical (One-Time Charge)	Included	
Indemnity (One-Time Charge)	Included	
Additional Costs:		
Benefit Review Conference (BRC)	The assigned adjuster will handle BRC's. More complex	
Contested Case Hearings	For complex cases, such as CCH's that require an attorney,	
Systems Charges	Included	Included
Other Services	Investigative Services: $90 per hour Medicare Reporting: Query is at no charge, $10 per submission Specialty Bill Review: 25% of savings beyond fee schedule In-House Attorney Representation at Hearings: $175 per hour	Investigative Services: $90 per hour Medicare Reporting: Query is at no charge, $10 per submission Specialty Bill Review: 25% of savings beyond fee schedule In-House Attorney Representation at Hearings: $175 per hour
	Option 1	**Option 2**
Claims Administration		
Record Only Claim	$30.00	$30.00
Medical Claims	$175.00	$175.00
Indemnity Claims	$950.00	$950.00
Run-in claims	Included	Included
Run-off claims	Run-off claims are charged the prevailing rates at the time of termination	

Workers Compensation Commission Hearings		
Attorney Fees - Benefit Review Conference (BRC)	The assigned adjuster will handle BRC's. More complex cases that require an attorney, the file will be charged at	
Attorney Fees - Contested Case Hearings (CCH)	For complex cases, such as CCH's that require an attorney, the file will be charged at cost.	
Legal Assistant	N/A	N/A
Medical Bill Review		
e-billing	Included	Included
Provider Bill Review (each)	$8.50 per bill entered	$8.50 per bill entered
Hospital Bill Review (each)	25% of savings beyond fee schedule	25% of savings beyond fee schedule
Case Management		
Case Management	$100 per hour + mileage + expenses	$100 per hour + mileage + expenses
Field Case Management	$100 per hour + mileage + expenses	$100 per hour + mileage + expenses
Telephonic Case Management	$100 per hour	$100 per hour
Nurse Case Management	$100 per hour + mileage + expenses	$100 per hour + mileage + expenses
Peer Review		
Concurrent/Retrospective Review	$125 coordination fee	$125 coordination fee
Impairment Rating Review	$125 coordination fee	$125 coordination fee
Medical Necessity Review	$125 coordination fee	$125 coordination fee
Peer Review By Physician	$125 coordination fee	$125 coordination fee
Utilization Peer-Review	$185 flat fee per request	$185 flat fee per request
System Use Charges		
Per User	Included	Included
Data Converstion Charges	Included	Included
Other Services		
Pharmacy Network/DME	9% of Savings	9% of Savings
Pre-Authorization	$185 flat fee per request	$185 flat fee per request
Rehabiliation Services	$100 per hour + mileage + expenses	$100 per hour + mileage + expenses
Required Medical Examination (RME)	$125 coordination fee	$125 coordination fee
Subrogation	Majority of cases are hangled in-house by the CAS Adjuster at no additional cost. For more complex cases, an outside vendor or attorney may be hired at a percentage of recovery, which is allocated to the file at cost.	
SWIB Indexing	At Cost	At Cost
Loss Prevention Services	$100 per hour	$100 per hour
Recommendation:	**Recommended**	**Pending Negotiation (Subject to School Board approval in 2027)**

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of PREP Grow Your Own Memorandum of Understanding 2026-2027

BACKGROUND:

The purpose of this Agreement is to articulate the nature and expectations of the partnership between the School System and the IHE associated with implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter "PREP GYO Program") in compliance with Texas Education Code §21.906and 48.157 and relevant Texas Administrative Code sections.

RATIONALE:

The PREP GYO Program enables school systems, through partnering with qualified IHEs and accredited educator preparation programs, to establish innovative staffing pipelines that prepare and retain educators and thereby, increase student access to high-quality classroom teachers. The PREP GYO Program provides funding through participating school systems to support eligible school system employees (hereinafter "GYO participants") in completing a bachelor's degree and enrolling in a preparation program to ultimately become a certified teacher while employed by the school system.

BUDGET:

Cost	***Funding Source***	***Vendor***
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Agreement Attached

RECOMMENDATION:

Administration Recommends Approval Agreement for PREP Grow Your Own Memorandum of Understanding 26-27.

Initiated by: Patrick Smith, Deputy Chief of Strategic Initiative and Talent Development

Reviewed by: Dr. Derek G. Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

BF&AS Reviewed by: Click or tap here to enter text.

Executive Cabinet Review by: Dr. Marcey Sorensen, Superintendent of Schools

PREP Grow Your Own Memorandum of Understanding:
2026-2027

This Memorandum of Understanding ("Agreement") is entered into on August 3, 2026 between June 30, 2027 (hereinafter "School System") and South Texas College Institution of Higher Education (hereinafter "IHE").

1. Purpose

- The purpose of this Agreement is to articulate the nature and expectations of the partnership between the School System and the IHE associated with implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter "PREP GYO Program") in compliance with Texas Education Code §21.906 and 48.157 and relevant Texas Administrative Code sections.
- The PREP GYO Program enables school systems, through partnering with qualified IHEs and accredited educator preparation programs, to establish innovative staffing pipelines that prepare and retain educators and thereby, increase student access to high-quality classroom teachers. The PREP GYO Program provides funding through participating school systems to support eligible school system employees (hereinafter "GYO participants") in completing a bachelor's degree and enrolling in a preparation program to ultimately become a certified teacher while employed by the school system.

2. Authority & Citations

This Agreement is intended to satisfy applicable requirements of the PREP GYO Program under Texas Education Code Chapter 21, Subchapter R, and Section 48.157, together with any final Texas Education Agency rules or guidance implementing PREP, including 19 TAC Chapter 153, Subchapter FF, and Chapter 228, as applicable.

3. Term & Renewal

This Agreement begins on August 3, 2026 and ends on June 30, 2027 (2026–2027 school year). It may be renewed or amended by mutual written agreement of the Parties.

4. Collaborative Goals

- Establishing structures for quality of implementation, including:
    - Establish and communicate compliance procedures associated with participation in the PREP GYO Program.
    - Selection of GYO participants according to a set of mutually determined criteria.
    - Establish regular communications processes and expectations to ensure information and feedback is shared on an ongoing basis.
    - Develop processes and, if needed, a separate data-sharing exhibit to support continuous improvement efforts, including monitoring and evaluating GYO participants' progress toward earning a bachelor's degree and enrolling in an accredited Texas educator preparation program within three years of beginning participation in the PREP GYO Program.

- Supporting GYO participants in completing applicable coursework, training, and requirements under the PREP GYO Program, including by providing GYO participants with:
    - Academic advising, degree planning, and transition support designed to help GYO participants complete a bachelor's degree and enroll in an accredited Texas educator preparation program within three (3) years, subject to participant eligibility and institutional requirements.
    - Monthly scheduled release time to support the completion of their bachelor's degree, including time to complete field-based experiences, course assignments, and targeted activities.
    - Authentic opportunities to practice teaching under the supervision of one or more cooperating teachers, including small group instruction, leading instructional routines, and lesson planning.
    - On-the-job training aligned with the standards for educator certification established by the board.
    - Guidance and other transition supports as the GYO participant begins a program to satisfy the teacher preparation requirements under Section 21.04421, 21.04422, or 21.04423.

5. Progress Monitoring of Program Quality

- Cadence: The Parties will meet at an agreed-upon cadence.
- Participation: Each Party will identify expected participants (e.g., district leadership, program manager, campus leaders; key IHE leadership and faculty) and roles within the governance structure.
- Scope: Parties agree to review successes, opportunities for growth, discuss changes for additional years, and partnership viability.
- Data-Sharing Framework: Establish processes, and if needed a separate data-sharing exhibit, to share de-identified School System performance data between the Parties for monitoring and evaluation of GYO participant preparation and effectiveness.

6. Allocation of Costs & Resources

- Allocating costs and resources accordingly, including:
    - Except as expressly provided in a separate written payment or implementation exhibit, each Party will bear its own expenses in connection with its obligations under this Agreement.
    - Using PREP GYO Program funds in accordance with applicable law, rule, grant guidance, and written local procedures.
    - Developing a written plan addressing programmatic costs, billing, payment timing, withdrawal and refund handling, and contingencies if program funding is reduced or unavailable.
    - Nothing in this Agreement requires the IHE to waive institutional policies, front unfunded tuition or fee amounts, or provide services beyond those expressly described in this Agreement and any written exhibits.

7. Data Sharing & FERPA

- Subject to FERPA, the Texas Public Information Act, and other applicable law, the Parties may share and co-analyze de-identified PK–12 performance data for the purpose of preparing GYO participants to positively impact PK–12 student learning and for continuous improvement of the PREP GYO Program.
- The Parties will separately define, in this Agreement or an exhibit, the categories of participant data to be shared, permitted uses, access restrictions, security requirements, retention and destruction requirements, and breach-notification procedures.
- For purposes of the Family Educational Rights and Privacy Act (FERPA), the School System may designate the IHE and/or _____ ("FERPA Designee") as a school official with a legitimate educational interest to the extent required to fulfill obligations under this Agreement. Any recipient of such educational records shall comply with FERPA and shall not redisclose such records except as permitted by law.

8. Additional School System Specific Obligations

- Identify appropriate staff needed to support the implementation of the PREP GYO Program.
- Require GYO participants to comply with applicable PREP GYO Program participation requirements, including the requirement to earn a bachelor's degree and enroll in an accredited Texas educator preparation program within three years of beginning participation in the partnership.
- Employ GYO participants in a job assignment that spends at least 25% of their day focused on instructional support, including the requirement to practice teaching under the supervision of a cooperating teacher.
- Pair GYO participants with a trained cooperating teacher who agrees to participate in that role in a PREP GYO program at the school system.
- Provide GYO participants with monthly scheduled release time to support completion of a bachelor's degree while remaining employed in the school system. The School System must work with the IHE to establish a release time schedule that addresses the participants' needs.
- Ensure that GYO participants attain an Educational Aide III certificate within the first year of beginning participation in the PREP GYO Program.
- Except as expressly permitted by applicable law for supervised clinical experiences or other allowable assignments, ensure that GYO participants do not serve as teacher of record while participating in this pathway.

9. Additional IHE Specific Obligations

- Provide key faculty member(s) and academic advising personnel to support the implementation of the PREP GYO Program.
- Provide academic advising, degree planning, and reasonable support designed to help GYO participants complete an applicable bachelor's degree within three years of beginning participation in the PREP GYO Program, subject to admission requirements, transfer-credit evaluation, satisfactory academic progress, conduct standards, tuition and

fee obligations, and course availability.

- Provide GYO participants with ongoing support regarding coursework and transition to an accredited Texas educator preparation program; however, the IHE does not guarantee degree completion, educator preparation program enrollment, certification, employment, or continued eligibility for PREP funding.

10. Miscellaneous

10.1 Governing Law & Venue

This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising out of or relating to this Agreement shall lie in Hidalgo County, Texas, subject to applicable law.

10.2 Termination

Except as otherwise provided, this Agreement may be terminated by either Party upon six (6) months' written notice. The Parties will use best efforts to allow sufficient opportunity for Residents to complete the year prior to the effective date of termination. Upon termination, the School System will notify appropriate Texas Education Agency staff of the termination of this Agreement.

10.3 Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General shall be used by the Parties to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business

10.4 Governmental Immunity; Funding

Nothing in this Agreement waives any governmental or sovereign immunity, defense, or jurisdictional limitation of the IHE or College under Texas law. The College's obligations are subject to the availability of current revenues and funds lawfully appropriated or otherwise available for this purpose.

Signatures

IN WITNESS WHEREOF, the Parties to this Agreement, through their duly authorized representatives, have executed this Agreement and certify that they have read, understood, and agreed to its terms. This Agreement may be executed in counterparts, each of which is deemed an original, and delivered electronically with the same legal effect as an original.

School System (Superintendent's Designee)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

School System (Program Manager)

- Signature: Patrick Smith
- Name: PATRICK SMITH
- Title: DEPUTY CHIEF HCTL
- Date: July 20, 2026

IHE (Legal Authority)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

IHE (Program Leadership)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

EPP (Legal Authority)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

EPP (Program Leadership)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of Memorandum of Understanding (MOU) for the Region One Education Service Center

---

BACKGROUND:

This memorandum of understanding (MOU) is made and entered into this July 30, 2026, by and between La Joya ISD, Preparing and The University of Texas Rio Grande Valley, and Texas Strategic Staffing ("TSS") at the Region One Education Service Center.

RATIONALE:

This MOU outlines commitments by the La Joya ISD and UTRGV to create paid, yearlong teacher candidate residencies through the implementation of strategic staffing design, including the reallocation of existing budgets to meet the district's quality staffing needs. The document provides a brief background on the Texas Strategic Staffing initiative and the terms of this agreement.

BUDGET:

Cost	***Funding Source***	***Vendor***
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Agreement Attached

RECOMMENDATION:

Administration Recommends Approval of Memorandum of Understanding (MOU) for the Region One Education Service Center.

Initiated by: Patrick Smith, Deputy Chief of Strategic Initiative and Talent Development

Reviewed by: Dr. Derek G. Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

BF&AS Reviewed by: Click or tap here to enter text.

Executive Cabinet Review by: Dr. Marcey Sorensen, Superintendent of Schools

Memorandum of Understanding (MOU) for the Region One Education Service Center (ESC) Texas Strategic Staffing Department (TSS), The University of Texas Rio Grande Valley and La Joya Independent School District (La Joya ISD) in Participation of Texas Strategic Staffing with Residents

This memorandum of understanding (MOU) is made and entered into this July 30, 2026, by and between La Joya ISD, Preparing and The University of Texas Rio Grande Valley, and Texas Strategic Staffing ("TSS") at the Region One Education Service Center (ESC) as outlined in the 2026-2028 Texas Strategic Staffing Grant for Paid Residencies.

This MOU outlines commitments by the La Joya ISD and UTRGV to create **paid**, yearlong teacher candidate residencies through the implementation of strategic staffing design, including the reallocation of existing budgets to meet the district's quality staffing needs. The document provides a brief background on the Texas Strategic Staffing initiative and the terms of this agreement.

Project Overview: Primary Outcomes and Results to be Achieved

This project will establish year-long, sustainably paid teacher residencies, meaning residents receive compensation from sustainable sources. Through the 2026-2028 Texas Strategic Staffing Grant, The Region One ESC Texas Strategic Staffing (TSS), will provide La Joya ISD and UTRGV technical assistance to establish strategic staffing models with teacher residents in co-identified schools. Region One ESC TSS will work closely with the La Joya ISD and UTRGV to set shared goals for district-paid resident placements in mutually beneficial staffing-model positions. Over the course of the design year and implementation year, success will be measured through the number of sustainably paid residents placed in the district, the rate at which teacher residents are hired to teach in the district following their residency year, the rate at which residents are retained in the district over time, the increase in teachers that match the diversity of the student population, resident graduates' effectiveness as teachers of record as measured by their impact on student achievement and principal evaluations, and the number of resident teachers that receive favorable ratings on principal evaluations.

Through a shared governance structure, Region One ESC TSS will support the La Joya ISD and UTRGV in developing internal capacity to sustain the strategic staffing models without Region One ESC TSS support beyond the MOU period. This project is therefore a one-time investment to establish a long-term and sustainable structure for strategic staffing with residents.

Scope of Work to be Provided by Region One ESC TSS

Region One ESC TSS will provide technical assistance to the district and educator preparation program for two years through the Texas Strategic Staffing Grant (the 2026-2027 and 2027-2028 school years) to accomplish the following objectives:

1. Address students' learning acceleration needs and other instructional priorities through the implementation of high-quality teacher residencies
2. Enable equitable educational access for the students by leveraging high-quality teacher residency programs as a key strategy in the teacher pipeline.
3. Enable equitable access to quality preparation for all prospective teachers in the district.
4. Prioritize long-term teacher effectiveness through rigorous pre-service practice in year-long teacher residency programs.
5. Recruit, select, train, and continuously develop high-quality host teachers to support residents placed in high-need areas.
6. Support the district to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.

Design Year Supports (2026-2027): Establishing a Shared Vision

Through shared governance structures, Region One ESC TSS leads districts, schools, and educator preparation programs through a series of design sessions to accomplish the following objectives:

- Identify a district and EPP design team that will meet bi-weekly (one-hour sessions) and three in-person sessions over the course of eight months.
    - Recommended district design team members:
        - Superintendent (initially)
        - Human Resources Director
        - Curriculum & Instruction Director
        - Chief Finance Officer
        - Assessment/Data Specialist
        - Campus-Level Leadership (as necessary for input and feedback)
    - Recommended EPP design team members:
        - Dean (initially)
        - Associate Dean
        - Teacher Preparation Department Chair or Associate Chair
- Co-develop a communication strategy to communicate a shared vision for the residency by designing a communication plan to share with school principals and district personnel.
- Co-develop school selection criteria and select schools that support the partners in meeting their annual goals and vision.

- Co-develop parameters grounded in the strategic staffing objectives for residency models and salaries that meet the agreed-upon criteria,
- Co-develop a timeline for the recruitment, selection, and placement process of residents and host teachers, including: resident and host teacher job descriptions, initial screenings and criteria, resident and host teacher applications, selection protocols, resident placement and hiring processes, and
- Co-develop resident schedules to maximize co-teaching, resident development, and any additional campus-based responsibilities (e.g., tutoring, substitute teaching, paraprofessional duties, etc.)

Implementation Year Supports (2027-2028): Training, Implementation & Sustainability

Training:

- In the summer following the design year (Summer 2027), Region One ESC TSS will partner with the EPP supervisor and relevant district-based development staff to provide role-specific summer training sessions to host teachers and residents to build the coaching and co-teaching capacity of host teachers and residents. Session topics will include, but are not limited to:
    - Responsibilities & Roles
    - High-impact coaching techniques for host teachers
    - Setting instructional goals & documenting feedback and growth
    - Co-teaching approaches & scheduling
    - Strategic staffing model training

- Over the course of the Implementation Year, Region One ESC TSS will partner with the EPP field supervisor and district-based development staff to provide ongoing support & training for residents & host teachers as needed, based on the strategic staffing model & data gathered during the Implementation Year

Implementation & Sustainability:

- Region One ESC TSS will conduct routine site visits to schools to monitor implementation, conduct interviews, and collect data about implementation. Schools and EPP supervisor will receive data in the Fall and Spring on the strengths and potential strategies to improve the success of the strategic staffing model(s) being implemented. Data will be discussed and used for improved decision-making during shared governance partnership meetings.
- During the two years of design and implementation, Region One ESC TSS will work with district design leads and EPP supervisor to build their capacity to lead strategic staffing initiatives during shared governance meetings.

La Joya ISD and UTRGV Commitments (Appendix A)

1. By signing this MOU, UTRGV and the La Joya ISD commit to engaging in the above technical assistance from Region One ESC TSS that adheres to six strategic staffing objectives:
    a. Address students' learning acceleration needs and other instructional priorities through the implementation of high-quality teacher residencies
    b. Enable equitable educational access for the students through high-quality teacher residency programs as a key strategy in the teacher pipeline.
    c. Enable equitable access to quality preparation for all prospective teachers in the district.
    d. Prioritize long-term teacher effectiveness through rigorous pre-service practice in year-long teacher residency programs.
    e. Recruit, select, train, and continuously develop high-quality host teachers to support residents placed in high-need areas.
    f. Support the district to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.
2. La Joya ISD will select schools in partnership with UTRGV to align with the availability of teacher candidate resident placements and pursue resident placement goals that are jointly established between La Joya ISD and UTRGV.
3. La Joya ISD and UTRGV will each assign a point person to serve as the strategic staffing design leader. These individuals will have enough time and authority to oversee the work and will be accountable for helping to operationalize the objectives. The total estimated time required to participate in design sessions and progress check-in calls is approximately 45 hours/person for the duration of the design year (October-May, 9 months).
4. La Joya ISD will give schools flexibility to reallocate units and funds within existing budgets to pay for their strategic staffing models, including the flexibility to reallocate funds from vacancies, position trades, and Title I.
5. La Joya ISD and UTRGV design team will review and approve the staffing model designed by each participating school and monitor each school's implementation and redesign to facilitate continuous improvement, based on the strategic staffing objectives.
6. La Joya ISD and UTRGV will collaborate with Region One ESC TSS to gather data needed to monitor the initiative's success. Data will be shared back to provide all stakeholders with insights into both the implementation of strategic staffing and the residency as it relates to the goals of the educator preparation program, district, and school(s). For the school district, this includes student, teacher, and school-level data, including data for those participating in the strategic staffing intervention and data for those in comparison groups. For the EPP this includes candidate/graduate level data for those participating in the strategic staffing intervention and data for those in comparison groups.
7. La Joya ISD, UTRGV, and Region One ESC TSS operate in alignment with all Texas Strategic Staffing Grant Assurances.

Commitment to Strategic Staffing

This MOU by Region One ESC Texas Strategic Staffing, La Joya ISD, and UTRGV is a commitment to create paid, yearlong teacher candidate residencies through the implementation of strategic staffing design that includes reallocation and reinvestment of existing budgets to meet the quality staffing needs of the district.

District Superintendent:

Dr. Marcey Sorensen Date _____ Signature _____

Dean of University of Texas Rio Grande Valley College of Education

Dr. Alma Rodriguez Date_____ Signature _____

Region One ESC Executive Director:

Dr. Daniel King Date_____ Signature _____

Appendix A

Commitments by Stakeholder

Educator Preparation Program	Local School District
Provide residents for year-long placement in partner schools to meet co-developed residency placement goals	Residents receive compensation from sustainable district sources that meet co-developed residency placement goals while giving schools flexibility to reallocate units and funds within existing budgets to pay for their strategic staffing models, including the flexibility to reallocate funds from vacancies, position trades, and Title I.
Set shared goals for district-paid resident placements in mutually beneficial staffing model positions.	Develop shared goals for district-paid resident placements in mutually beneficial staffing model positions.
Develop internal capacity to sustain strategic staffing post 2 years of Region One ESC TSS support	Develop internal capacity to sustain strategic staffing post 2 years of Region One ESC TSS support
Assign a point person to serve as the strategic staffing design leader. Estimated time commitment is 45 hours during the design year.	Assign a point person to serve as the strategic staffing design leader. Estimated time commitment is 45 hours during the design year.
School district and EPP design team will review and approve the staffing model designed by each participating school and monitor each school's implementation and redesign to facilitate continuous improvement, based on the strategic staffing objectives.	School district and EPP design team will review and approve the staffing model designed by each participating school and monitor each school's implementation and redesign to facilitate continuous improvement, based on the strategic staffing objectives.
Actively participate in shared governance structures	Actively participate in shared governance structures
Identify a district and EPP design team that will meet regularly (one-hour sessions 1-4x/month) and three in-person half-day sessions over the course of eight months. • Recommended EPP design team members: ○ Dean (initially) ○ Associate Dean ○ Teacher Preparation Department Chair or Associate Chair ○ Partnership Coordinator/Experience	Identify a district and EPP design team that will meet bi-weekly (one-hour sessions) and three in-person half-full day sessions over the course of eight months. • Recommended district design team members: ○ Superintendent (initially) ○ Human Resources Director ○ Curriculum & Instruction Director ○ Chief Finance Officer ○ Assessment/Data Specialist

Adhere to six strategic staffing objectives: 1) Address students' learning acceleration needs and other instructional priorities through the implementation of high-quality teacher residencies 2) Enable equitable educational access for the students through high-quality teacher residency programs as a key teacher pipeline strategy. 3) Enable equitable access to quality preparation for all prospective teachers in the district. 4) Prioritize long-term teacher effectiveness through rigorous pre-service practice in year-long teacher residency programs. 5) Recruit, select, train, and continuously develop high-quality host teachers to support residents placed in high-need areas. 6) Support the district to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.	Adhere to six strategic staffing objectives: 1) Address students' learning acceleration needs and other instructional priorities through the implementation of high-quality teacher residencies 2) Enable equitable educational access for the students through high-quality teacher residency programs as a key teacher pipeline strategy. 3) Enable equitable access to quality preparation for all prospective teachers in the district. 4) Prioritize long-term teacher effectiveness through rigorous pre-service practice in year-long teacher residency programs. 5) Recruit, select, train, and continuously develop high-quality host teachers to support residents placed in high-need areas. 6) Support the district to sustainably fund teacher residencies through funding reallocation in service of an enduring talent pipeline.
La Joya ISD and UTRGV will collaborate with Region One ESC TSS to gather data needed to monitor the initiative's success. For the EPP, this includes candidate/graduate level data for those participating in the strategic staffing intervention and data for those in comparison groups.	La Joya ISD and UTRGV will collaborate with Region One ESC TSS to gather data needed to monitor the initiative's success. For the school district, this includes student, teacher, and school-level data, including data for those participating in the strategic staffing intervention and data for those in comparison groups.
La Joya ISD, UTRGV, and Region One ESC TSS operate in alignment with all Texas Strategic Staffing Grant Assurances.	La Joya ISD, , and Region One ESC TSS operate in alignment with all Texas Strategic Staffing Grant Assurances.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of 2026-2027 Region One ORION Consortium Agreements

---

BACKGROUND:

Region One ORION is a cooperative consortium that provides cost-effective telecommunications, network, and technology services to participating school district and educational organizations across South Texas.

RATIONALE:

Region One ORION provides shared telecommunications, networking, and technology services to school districts, helping reduce costs and improve operational efficiency through cooperative services and support.

BUDGET:

Cost	*Funding Source*	*Vendor*
$12,000.00	Local and E-Rate Funds	Region One Esc Edinburg, TX A

Purchasing Mechanism	*Additional Documentation*
Region One Esc	Billing Statement

RECOMMENDATION:

Administration recommends approval

Initiated by: Dr. Juan Salazar, Director of Network & Inf. Systems

Reviewed by: Haissam Mayasi, Chief Technology Officer

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance, and Administrative Services

Executive Cabinet Review by: Haissam Mayasi, Chief Technology Officer

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of School

Docusign Envelope ID: E7506757-9E2E-8815-808D-2B8EB0E948F5

Region One ESC
ORION Consortium
Direct Internet Access (DIA) Services
BILLING STATEMENT

Consortium Member: La Joya ISD
Billing Cycle: July 1, 2026 – August 31, 2026
September 1, 2026 – June 30, 2027
Service Term: July 1, 2024 - June 30, 2030

Dear Haissam Mayasi,

The billing statement below is being provided to you for the ORION DIA services delivered to:

La Joya ISD

The monthly recurring charge (MRC) and billing term can also be found in your ORION DIA Services Agreement, a copy of which was previously provided for your records.

Billing entries for July 2026 and August 2026, and September 2026 through June 2027, can be paid with separate POs to avoid crossing fiscal years if necessary. Region One will invoice all consortium members beginning in mid-to-late September 2026 for the total amount and will process all payments to the service provider, SmartCom Telephone, on behalf of consortium members.

Service Details:
NOTE: Please reference **ORION DIA SERVICES** when generating the PO for this bill.

ITEM	ITEM DESCRIPTION	QUANTITY	MONTHLY	YEARLY
1	ORION DIA Services July 1, 2026 – August 31, 2026	2	$1,000.00	$2,000.00
2	ORION DIA Services September 1, 2026 – June 30, 2027	10	$1,000.00	$10,000.00
			GRAND TOTAL:	**$12,000.00**

***To facilitate processing your ORION DIA services payment, please use the contact information below to deliver your purchase order (PO) by email and for any ORION billing inquiries:*

ORION Inbox: orion@esc1.net
Program Assistant: *Ariel Aguilera – aaguilera@esc1.net – (956) 984-6083*
Program Manager: *Dante Fox – dfox@esc1.net – (956) 984-6245*

Reviewed **5/26/2026 | 10:12 AM CDT**

Docusign Envelope ID: E7506757-9E2E-8815-808D-2B8EB0E948F5

Region One ESC
ORION Consortium
Direct Internet Access (DIA) Services
BILLING STATEMENT

ACCOUNT SUMMARY	
Service	Orion – DIA Services
Amount	$12,000.00
Statement Date	05/26/26
Due Date	10/30/26

Customer Information:

Haissam Mayasi

La Joya ISD

200 W. Exp 83

La Joya, TX 78560

Acknowledge Receipt **6/2/2026 | 8:12 AM CDT**

Support and Technical Assistance for ORION Service

SmartCom will provide direct technical support to consortium members for ORION services.

SmartCom Telephone, LLC
Phone: 956-213-2040 | Email: repairs@sctel.co

NOTE: If SmartCom support dispatches a technician on site and the cause of the service outage/issue is the ***failure or malfunction of member-owned equipment or facilities****, a charge will be assessed, and the member will be billed for that trip.*

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of 2026-2027 Region One ORION-DDoS Mitigation Services

---

BACKGROUND:

Approval of the 2026–2027 Region One ORION DDoS Mitigation Services agreement will provide continued protection against Distributed Denial of Service (DDoS) attacks and support reliable network operations. Through the ORION Consortium, the District benefits from cost-effective, enterprise-level cybersecurity services that help ensure uninterrupted access to instructional and administrative resources.

RATIONALE:

The primary objective of the ORION Consortium is to leverage collective bargaining to secure high-speed, reliable fiber-based internet services for its members. Additionally, DDoS protection services are essential to safeguard network infrastructure, ensure uninterrupted access to critical educational resources, and protect against cyber threats that could disrupt district operations. reduce costs and improve operational efficiency through cooperative services and support.

BUDGET:

Cost	*Funding Source*	*Vendor*
$19,800.00	District-Wide Budget Accounts	Region One Esc Edinburg, TX A

Purchasing Mechanism	*Additional Documentation*
Region One Esc	Agreement

RECOMMENDATION:

Administration recommends approval

Initiated by: Dr. Juan Salazar, Director of Network & Inf. Systems

Reviewed by: Haissam Mayasi, Chief Technology Officer

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance, and Administrative Services

Executive Cabinet Review by: Haissam Mayasi, Chief Technology Officer

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of School

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

Region One
EDUCATION SERVICE CENTER
Students First

Documents Requiring Executive Director Approval
for
ROESC Provided Services

This form is completed when Region One Education Service Center is providing services to school systems, other governmental entities, or organizations.

[X] Total Program Revenue $ 19,800.00

DocuSigned by:
Dante Fox
75E85CE5A0DB45B...

Coordinator/Director — 6/15/2026 | 8:32 AM CDT — Date

Administrator — Date

DocuSigned by:
Adrian Garcia
A3049B05ADB14D8...

Division Deputy Director — 6/15/2026 | 8:33 AM CDT — Date

Brief Description of Contract/Agreement/MOU Required include 5w's (who, what, when, where & why), and duration of services:

Who
Members will be renewing their Distributed Denial of Service (DDoS) protection agreement with the ORION fiber network.
What
The agreement is for DDoS protection services delivered directly to the ORION member at the SmartCom co-location by a network appliance.
When
The terms of the agreement are from September 1, 2026 - August 31, 2027.
Where
The DDoS protection services will be delivered directly to the ORION member at the SmartCom co-location.
Why
The primary objective of ORION is to assist members in collectively bargaining for high speed and reliable fiber-based Internet service. Protecting against DDoS attacks is critical for our members.

ESC Contact Name & Number: Dante Fox | (956) 984-6245 Date: 6/12/2026 | 3:58 PM CDT

Internal ESC Use Only

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

ONE REGIONAL INTERCONNECTED OPTICAL NETWORK (ORION)
DDoS MITIGATION SERVICES
CONSORTIUM PARTICIPATION AGREEMENT

This Agreement is made by and between La Joya ISD , a texas public school district, public library, or Texas municipality (hereinafter "Member") and Region One Education Service Center as Administrative Agent and Lead Member (hereinafter "Lead Member") of the ONE REGIONAL INTERCONNECTED OPTICAL NETWORK CONSORTIUM (hereinafter "ORION Consortium") under authority of Section 791.025 of the Texas Government Code, Section 271.102 of the Texas Local Government Code, and 47 CFR Part 54, Subpart F.

I.
RECITALS

WHEREAS, Lead Member, Member, and a group of other E-rate eligible school districts and libraries that are situated within the Lead Member's service area have formed a cooperative association known as the ORION Consortium for the purpose of the Schools and Libraries (E-rate) Program to aggregate demand in order to lower prices and promote more efficient use of shared facilities and to procure eligible services in compliance with state law and E-rate procurement regulations; and

WHEREAS, the purpose of the ORION Consortium is to seek competitive bids and E-rate funding for the purchase of high-speed internet access (hereinafter the "ORION Project") and associated services for the Consortium members; and

WHEREAS, the goal of the ORION Project is to assist all ORION Consortium members to obtain high-speed Internet access, achieve inter-connectivity with each other at the most affordable rates for educational purposes, and implement associated network/security services; and

WHEREAS, the Lead Member is authorized to file FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company (hereinafter "USAC") on behalf of the ORION Consortium members; and

WHEREAS, Lead Member has solicited and obtained bids for the ORION Project on behalf of ORION Consortium members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Member and the Lead Member agree to the following:

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

II.
TERMS AND CONDITIONS

1. **Term.** This agreement is effective on the date that it is signed by the Member's authorized representative. The Initial Term of the service to be provided to Member shall begin the first day of the next month following the activation and written acceptance of the service by Member's authorized representative and shall continue, thereafter, for a consecutive thirty-six (36) month period (hereinafter the "Initial Term"). Thereafter, the service will automatically renew annually on September 1 unless the Member provides written notice to Region One by July 1 of each calendar year, or 60 days advanced notice. Member agrees to remain obligated to pay the Lead Member for any unpaid balance of Member's fee if Member terminates service during the initial term.

2. **Service Start Date**. The Member's service start date will be the date shown below in the signature page of this Agreement. Member acknowledges that Lead Member will not begin invoicing for the service until the requested **service start date** as specified in this agreement. If the Member desires to commence service prior to the Member's specified "service start date", the Member will need to notify the Lead Member, in writing. The Lead Member will work with the service provider to see if the request may be accommodated.

3. **Cost of DDoS Mitigation Services.** The estimated cost of the ORION Project DDoS Mitigation service is determined by the turn-key service pricing provided by Service Provider for the Lead Member for distributed denial of service (DDoS) mitigation network hardware and software, and the administrative fee to be paid by each member to Lead Member.

4. **Funding for ORION Project DDoS Mitigation Service.** The DDoS Mitigation Service will be funded with local funds provided by Member and by other consortium members to cover costs. Member acknowledges that E-Rate discounts do not apply to DDoS Mitigation Services.

5. **Payment for ORION Project DDoS Mitigation Services.** One hundred percent (100%) of the project cost for DDoS mitigation services will be paid through local funds. The project cost shall be the joint responsibility of all the ORION Consortium members. Member shall be required to pay a pro-rata share of the service cost (non-discounted share) beginning after commencement of service. The pro-rata, monthly share of the service cost to Member shall be calculated based on Member's student enrollment count, as illustrated in Table 1, below. Member agrees to pay its calculated share of the net service costs on an annual basis to the Lead Member commencing on the first day of the next month following the activation and written acceptance of the service by Member's authorized representative.

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

- There is no additional service, hardware, or software cost.
- Pricing shown includes DDoS mitigation services for transmitted and received traffic for one (1) 10Gb ORION Project internet access connection and necessary configurations to be provided by Service Provider.
- Pricing for DDoS mitigation services for each additional circuit is the same as the first circuit.
- Payments are due within 30 days of receipt of invoice.
- Member's service shall protect one (1) 10 Gbps internet access circuit.

TABLE 1

Number of Students	Years 1-3 Monthly Recurring Cost (MRC) for Consortium Members per 10Gb circuit	Years 1-3 Annual Recurring Cost for Consortium members per 10Gb circuit
1-999	$575.00	$6,900.00
1,000 - 2,999	$750.00	$9,000.00
3,000 – 9,999	$900.00	$10,800.00
10,000 – 19,999	$1,300.00	$15,600.00
20,001+	$1,650.00	$19,800.00

6. **Administrative Management Fee.** Member agrees to pay a pro-rata monthly as compensation for a consultant or consultants to be procured by Lead Member on behalf of the Consortium, and who will provide day-to-day administrative, project management and consulting services under this Agreement. This fee will be an obligation of Member and is included in the Member's pro-share of the net project cost, as illustrated in Table 1, above. This fee will not be eligible for E-rate discount.

7. **Termination of Agreement:**

a. This Agreement may be terminated at any time following the expiration of the Initial Term by either Party for the convenience of either party upon sixty (60) days written notice.

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

b. If Member defaults on its obligation to pay Member's pro-rata share of the DDoS Mitigation Service cost during the Initial Term, the Lead Member may terminate the Member's service. If Member defaults on its payment obligations during the last 12 months of the Initial Term, the Lead Member may suspend the Member's service. Member's service will not be terminated or suspended unless the Member fails to cure the default within thirty (30) days following receipt of a written notice of default from the Lead Member. In either event, the Member agrees to remain obligated to pay the Lead Member for the unpaid balance of Member's pro-rata share project cost.

c. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

8. Lead Member Duties and Responsibilities:

a. Negotiate, administrate, and procure service contracts for eligible DDoS Mitigation Services in compliance with FCC and USAC regulation, and state of Texas procurement laws;

b. To evaluate the service proposals, share details with consortium members, and organize member participation via service agreement;

c. Respond to questions and requests for additional information from USAC in Program Integrity Assurance (PIA) review process regarding FCC Form 471, if selected for review;

d. After Consortium approves execution of DDoS Mitigation Services for Members, start the preparations to begin receiving services by discussing with the service providers any details involved in the provision of services and invoicing for those services; and

- Consortium member is compliant with the Children's Internet Protection Act (CIPA).

e. Overseeing the process for invoicing for services; confirm accurate billing by the service provider of both the Consortium Member, including preparation of accurate cost sheets and complete and timely return any Service Certifications, where applicable, and ensure that only eligible services are billed. Confirmation shall include follow-up with the Service Providers and/or USAC in the event of a discovered discrepancy;

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

f. As backup support secondary to the Service Provider:

- Periodically monitor internet access service from ISP;
- Provide alerts concerning network maintenance and/or unplanned outages; and
- Notify Member via email and telephone call of any emergency network impairments as soon as the problem is reported by Service Provider to Lead Member.

g. Utilize the competitive bidding process or sole source processes to procure the most economical resources for the network;

h. Comply with current FCC document retention requirements (currently ten years from the last date to receive service or equipment delivery date, whichever is later), including documentation related to pre-commitment, contracting, post-commitment, invoicing, all backup data that supports the certifications made on any E-rate application and documentation regarding equipment funded through E-Rate. Member will be provided copies of any documents upon Member's request and at Member's expense.

m. In the event of an audit to be conducted by USAC or any entity acting on USAC's behalf, the Lead Member will notify Member not later than three (3) days after receipt of the first notice from USAC; shall collect and provide all documentation requested by auditors at the first notice of an audit and, in consultation with Member, provide any information and documentation requested by the auditor(s) by the deadlines established.

n. In the event of an Audit finding, the Lead Member, with the Member's assistance (to the extent required) will implement all corrective actions required by USAC, to verify that it has implemented measures to comply with the E-Rate Program Rules and will assert any and all defenses legally warranted and appropriate appeal points to USAC and/or the FCC on behalf of the Consortium and at the joint expense of the Members.

9. Consortium Member Duties and Responsibilities:

a. Provide to Lead Member a signed DDoS Mitigation Services agreement;

b. Provide a 24 x 7 technical contact that can respond immediately to problems affecting the ORION Network and/or DDoS Mitigation Services;

c. Provide firewall services that protect against unauthorized access and usage of the Member's network since ORION backbone does not filter, block, or alter traffic;

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

d. Ensure cabling between equipment and the Consortium Member LAN is continually operational, and that Service Provider has remote and physical access to the equipment;

e. Serve as the point of contact for campuses connected to the ORION network;

f. May not trade, donate, sell, resell, or transfer eligible products and services purchased with E-rate Program discounts, except as permitted by USAC rules;

g. Member certifies that the person signing this Agreement has express authority to represent and bind the Member to any agreements with Lead Member regarding any matter related to or affecting this Agreement, unless and until the Member designates another person and notifies the Lead Member, in writing, of the new designation;

h. Member may, at its discretion, participate in any Audit conducted by USAC or in an appeal from any audit finding, and shall be required to participate, to the extent reasonably necessary;

i. Member shall be required to comply with any reasonable requests for information and/or records made by the Lead Member.

j. Make timely payments within 30 days of receipt of correct invoices from Lead Member.

10. **Reimbursement.** The Member agrees to reimburse the Lead Member for any amounts owed and unpaid by Member under paragraph 5, above, and which are paid by the Lead Member to any service provider from the Lead Member's own funds.

III.
GENERAL PROVISIONS

1. The terms of this Agreement may be amended only by express written agreement of the parties.

2. The parties may not sell, transfer, or convey any interest in this Agreement nor delegate the performance of any duties to a third-party without the express written consent of the other party, and only in compliance with USAC or FCC rules and regulations.

3. Upon reasonable advance notice and no more than once every 12 months Member and Lead Member shall have the right to audit and inspect each other's books and records regarding the subject matter of this Agreement and such other

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

policies or practices as reasonably necessary to ensure compliance with the terms and conditions of this Agreement. The Member and Lead Member shall cooperate with each other and conduct any such audit in a manner that does not unreasonably interfere with each other's ongoing business operations.

4. This Agreement represents the complete understanding of the Member and Lead Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

5. Member and Lead Member agree that as condition precedent to litigation of any dispute or controversy arising under this Agreement, resolution of any such dispute or controversy shall first be attempted by submitting the dispute or controversy to non-binding mediation upon demand by either of the parties. The mediation shall be conducted by an impartial, third-party mediator at an agreed time, place, and location within the Region One Education Service Center's service area. The cost and expense of the mediation shall be equally borne by the parties.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for litigation of any disputes arising under this Agreement shall be properly fixed in accordance with the venue statutes of the State of Texas.

7. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

IV.
SUBSCRIPTION DETAILS AND SIGNATURES

1. DDoS Service Details

Subscription Details:

Number of DIA Circuits	Term	Student Count (Based on Previous YR Count)	Monthly Recurring Cost (MRC)
1	9/1/2026 – 8/31/2027	*Student count 21613	$1,650.00
		Total Yearly Cost:	$19,800.00

*Count based on October 2025 PEIMS snapshot.

2. Signatures

AUTHORIZATION	
Region One ESC	**Participating District**
DocuSigned by: Daniel P. King C35BAA24F9C94BB...	DocuSigned by: Dr. Marcey Sorensen 5F72AA3F2D4D40A...
Dr. Daniel P. King Executive Director	Dr. Marcey Sorensen Superintendent or designee
Date: 6/15/2026 | 9:45 AM CDT	**Date:** 6/13/2026 | 12:26 PM CDT
Email: dking@esc1.net	**Email:** m.sorensen@lajoyaisd.net
Contact Person: Michael Dante Fox Director of Network, Data Center and Help Desk Services dfox@esc1.net	**Contact Person:** Haissam Mayasi h.mayasi@lajoyaisd.net **Billing Contact Person:**

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of 2026-2027 Region One ORION-DDoS Mitigation Services

---

BACKGROUND:

Approval of the 2026–2027 Region One ORION DDoS Mitigation Services agreement will provide continued protection against Distributed Denial of Service (DDoS) attacks and support reliable network operations. Through the ORION Consortium, the District benefits from cost-effective, enterprise-level cybersecurity services that help ensure uninterrupted access to instructional and administrative resources.

RATIONALE:

The primary objective of the ORION Consortium is to leverage collective bargaining to secure high-speed, reliable fiber-based internet services for its members. Additionally, DDoS protection services are essential to safeguard network infrastructure, ensure uninterrupted access to critical educational resources, and protect against cyber threats that could disrupt district operations. reduce costs and improve operational efficiency through cooperative services and support.

BUDGET:

Cost	*Funding Source*	*Vendor*
$19,800.00	District-Wide Budget Accounts	Region One Esc Edinburg, TX A

Purchasing Mechanism	*Additional Documentation*
Region One Esc	Agreement

RECOMMENDATION:

Administration recommends approval

Initiated by: Dr. Juan Salazar, Director of Network & Inf. Systems

Reviewed by: Haissam Mayasi, Chief Technology Officer

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance, and Administrative Services

Executive Cabinet Review by: Haissam Mayasi, Chief Technology Officer

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of School

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

Region One
EDUCATION SERVICE CENTER
"Students First"

Documents Requiring Executive Director Approval
for
ROESC Provided Services

This form is completed when Region One Education Service Center is providing services to school systems, other governmental entities, or organizations.

[X] Total Program Revenue $ 19,800.00

DocuSigned by:
Dante Fox
75E85CE5A0DB45B...

Coordinator/Director — 6/15/2026 | 8:32 AM CDT
Date

Administrator — Date

DocuSigned by:
Adrian Garcia
A3049B03ADB14D8...

Division Deputy Director — 6/15/2026 | 8:33 AM CDT
Date

Brief Description of Contract/Agreement/MOU Required include 5w's (who, what, when, where & why), and duration of services:

Who
Members will be renewing their Distributed Denial of Service (DDoS) protection agreement with the ORION fiber network.
What
The agreement is for DDoS protection services delivered directly to the ORION member at the SmartCom co-location by a network appliance.
When
The terms of the agreement are from September 1, 2026 - August 31, 2027.
Where
The DDoS protection services will be delivered directly to the ORION member at the SmartCom co-location.
Why
The primary objective of ORION is to assist members in collectively bargaining for high speed and reliable fiber-based Internet service. Protecting against DDoS attacks is critical for our members.

ESC Contact Name & Number: Dante Fox | (956) 984-6245 Date: 6/12/2026 | 3:58 PM CDT

Internal ESC Use Only

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

ONE REGIONAL INTERCONNECTED OPTICAL NETWORK (ORION)
DDoS MITIGATION SERVICES
CONSORTIUM PARTICIPATION AGREEMENT

This Agreement is made by and between La Joya ISD , a texas public school district, public library, or Texas municipality (hereinafter "Member") and Region One Education Service Center as Administrative Agent and Lead Member (hereinafter "Lead Member") of the ONE REGIONAL INTERCONNECTED OPTICAL NETWORK CONSORTIUM (hereinafter "ORION Consortium") under authority of Section 791.025 of the Texas Government Code, Section 271.102 of the Texas Local Government Code, and 47 CFR Part 54, Subpart F.

I.
RECITALS

WHEREAS, Lead Member, Member, and a group of other E-rate eligible school districts and libraries that are situated within the Lead Member's service area have formed a cooperative association known as the ORION Consortium for the purpose of the Schools and Libraries (E-rate) Program to aggregate demand in order to lower prices and promote more efficient use of shared facilities and to procure eligible services in compliance with state law and E-rate procurement regulations; and

WHEREAS, the purpose of the ORION Consortium is to seek competitive bids and E-rate funding for the purchase of high-speed internet access (hereinafter the "ORION Project") and associated services for the Consortium members; and

WHEREAS, the goal of the ORION Project is to assist all ORION Consortium members to obtain high-speed Internet access, achieve inter-connectivity with each other at the most affordable rates for educational purposes, and implement associated network/security services; and

WHEREAS, the Lead Member is authorized to file FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company (hereinafter "USAC") on behalf of the ORION Consortium members; and

WHEREAS, Lead Member has solicited and obtained bids for the ORION Project on behalf of ORION Consortium members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Member and the Lead Member agree to the following:

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

II.
TERMS AND CONDITIONS

1. **Term.** This agreement is effective on the date that it is signed by the Member's authorized representative. The Initial Term of the service to be provided to Member shall begin the first day of the next month following the activation and written acceptance of the service by Member's authorized representative and shall continue, thereafter, for a consecutive thirty-six (36) month period (hereinafter the "Initial Term"). Thereafter, the service will automatically renew annually on September 1 unless the Member provides written notice to Region One by July 1 of each calendar year, or 60 days advanced notice. Member agrees to remain obligated to pay the Lead Member for any unpaid balance of Member's fee if Member terminates service during the initial term.

2. **Service Start Date**. The Member's service start date will be the date shown below in the signature page of this Agreement. Member acknowledges that Lead Member will not begin invoicing for the service until the requested **service start date** as specified in this agreement. If the Member desires to commence service prior to the Member's specified "service start date", the Member will need to notify the Lead Member, in writing. The Lead Member will work with the service provider to see if the request may be accommodated.

3. **Cost of DDoS Mitigation Services.** The estimated cost of the ORION Project DDoS Mitigation service is determined by the turn-key service pricing provided by Service Provider for the Lead Member for distributed denial of service (DDoS) mitigation network hardware and software, and the administrative fee to be paid by each member to Lead Member.

4. **Funding for ORION Project DDoS Mitigation Service.** The DDoS Mitigation Service will be funded with local funds provided by Member and by other consortium members to cover costs. Member acknowledges that E-Rate discounts do not apply to DDoS Mitigation Services.

5. **Payment for ORION Project DDoS Mitigation Services.** One hundred percent (100%) of the project cost for DDoS mitigation services will be paid through local funds. The project cost shall be the joint responsibility of all the ORION Consortium members. Member shall be required to pay a pro-rata share of the service cost (non-discounted share) beginning after commencement of service. The pro-rata, monthly share of the service cost to Member shall be calculated based on Member's student enrollment count, as illustrated in Table 1, below. Member agrees to pay its calculated share of the net service costs on an annual basis to the Lead Member commencing on the first day of the next month following the activation and written acceptance of the service by Member's authorized representative.

- There is no additional service, hardware, or software cost.
- Pricing shown includes DDoS mitigation services for transmitted and received traffic for one (1) 10Gb ORION Project internet access connection and necessary configurations to be provided by Service Provider.
- Pricing for DDoS mitigation services for each additional circuit is the same as the first circuit.
- Payments are due within 30 days of receipt of invoice.
- Member's service shall protect one (1) 10 Gbps internet access circuit.

TABLE 1

Number of Students	Years 1-3 Monthly Recurring Cost (MRC) for Consortium Members per 10Gb circuit	Years 1-3 Annual Recurring Cost for Consortium members per 10Gb circuit
1-999	$575.00	$6,900.00
1,000 - 2,999	$750.00	$9,000.00
3,000 – 9,999	$900.00	$10,800.00
10,000 – 19,999	$1,300.00	$15,600.00
20,001+	$1,650.00	$19,800.00

6. **Administrative Management Fee.** Member agrees to pay a pro-rata monthly as compensation for a consultant or consultants to be procured by Lead Member on behalf of the Consortium, and who will provide day-to-day administrative, project management and consulting services under this Agreement. This fee will be an obligation of Member and is included in the Member's pro-share of the net project cost, as illustrated in Table 1, above. This fee will not be eligible for E-rate discount.

7. **Termination of Agreement:**

a. This Agreement may be terminated at any time following the expiration of the Initial Term by either Party for the convenience of either party upon sixty (60) days written notice.

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

b. If Member defaults on its obligation to pay Member's pro-rata share of the DDoS Mitigation Service cost during the Initial Term, the Lead Member may terminate the Member's service. If Member defaults on its payment obligations during the last 12 months of the Initial Term, the Lead Member may suspend the Member's service. Member's service will not be terminated or suspended unless the Member fails to cure the default within thirty (30) days following receipt of a written notice of default from the Lead Member. In either event, the Member agrees to remain obligated to pay the Lead Member for the unpaid balance of Member's pro-rata share project cost.

c. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

8. Lead Member Duties and Responsibilities:

a. Negotiate, administrate, and procure service contracts for eligible DDoS Mitigation Services in compliance with FCC and USAC regulation, and state of Texas procurement laws;

b. To evaluate the service proposals, share details with consortium members, and organize member participation via service agreement;

c. Respond to questions and requests for additional information from USAC in Program Integrity Assurance (PIA) review process regarding FCC Form 471, if selected for review;

d. After Consortium approves execution of DDoS Mitigation Services for Members, start the preparations to begin receiving services by discussing with the service providers any details involved in the provision of services and invoicing for those services; and

- Consortium member is compliant with the Children's Internet Protection Act (CIPA).

e. Overseeing the process for invoicing for services; confirm accurate billing by the service provider of both the Consortium Member, including preparation of accurate cost sheets and complete and timely return any Service Certifications, where applicable, and ensure that only eligible services are billed. Confirmation shall include follow-up with the Service Providers and/or USAC in the event of a discovered discrepancy;

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

f. As backup support secondary to the Service Provider:

- Periodically monitor internet access service from ISP;
- Provide alerts concerning network maintenance and/or unplanned outages; and
- Notify Member via email and telephone call of any emergency network impairments as soon as the problem is reported by Service Provider to Lead Member.

g. Utilize the competitive bidding process or sole source processes to procure the most economical resources for the network;

h. Comply with current FCC document retention requirements (currently ten years from the last date to receive service or equipment delivery date, whichever is later), including documentation related to pre-commitment, contracting, post-commitment, invoicing, all backup data that supports the certifications made on any E-rate application and documentation regarding equipment funded through E-Rate. Member will be provided copies of any documents upon Member's request and at Member's expense.

m. In the event of an audit to be conducted by USAC or any entity acting on USAC's behalf, the Lead Member will notify Member not later than three (3) days after receipt of the first notice from USAC; shall collect and provide all documentation requested by auditors at the first notice of an audit and, in consultation with Member, provide any information and documentation requested by the auditor(s) by the deadlines established.

n. In the event of an Audit finding, the Lead Member, with the Member's assistance (to the extent required) will implement all corrective actions required by USAC, to verify that it has implemented measures to comply with the E-Rate Program Rules and will assert any and all defenses legally warranted and appropriate appeal points to USAC and/or the FCC on behalf of the Consortium and at the joint expense of the Members.

9. Consortium Member Duties and Responsibilities:

a. Provide to Lead Member a signed DDoS Mitigation Services agreement;

b. Provide a 24 x 7 technical contact that can respond immediately to problems affecting the ORION Network and/or DDoS Mitigation Services;

c. Provide firewall services that protect against unauthorized access and usage of the Member's network since ORION backbone does not filter, block, or alter traffic;

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

d. Ensure cabling between equipment and the Consortium Member LAN is continually operational, and that Service Provider has remote and physical access to the equipment;

e. Serve as the point of contact for campuses connected to the ORION network;

f. May not trade, donate, sell, resell, or transfer eligible products and services purchased with E-rate Program discounts, except as permitted by USAC rules;

g. Member certifies that the person signing this Agreement has express authority to represent and bind the Member to any agreements with Lead Member regarding any matter related to or affecting this Agreement, unless and until the Member designates another person and notifies the Lead Member, in writing, of the new designation;

h. Member may, at its discretion, participate in any Audit conducted by USAC or in an appeal from any audit finding, and shall be required to participate, to the extent reasonably necessary;

i. Member shall be required to comply with any reasonable requests for information and/or records made by the Lead Member.

j. Make timely payments within 30 days of receipt of correct invoices from Lead Member.

10. **Reimbursement.** The Member agrees to reimburse the Lead Member for any amounts owed and unpaid by Member under paragraph 5, above, and which are paid by the Lead Member to any service provider from the Lead Member's own funds.

III.
GENERAL PROVISIONS

1. The terms of this Agreement may be amended only by express written agreement of the parties.

2. The parties may not sell, transfer, or convey any interest in this Agreement nor delegate the performance of any duties to a third-party without the express written consent of the other party, and only in compliance with USAC or FCC rules and regulations.

3. Upon reasonable advance notice and no more than once every 12 months Member and Lead Member shall have the right to audit and inspect each other's books and records regarding the subject matter of this Agreement and such other

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

policies or practices as reasonably necessary to ensure compliance with the terms and conditions of this Agreement. The Member and Lead Member shall cooperate with each other and conduct any such audit in a manner that does not unreasonably interfere with each other's ongoing business operations.

4. This Agreement represents the complete understanding of the Member and Lead Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

5. Member and Lead Member agree that as condition precedent to litigation of any dispute or controversy arising under this Agreement, resolution of any such dispute or controversy shall first be attempted by submitting the dispute or controversy to non-binding mediation upon demand by either of the parties. The mediation shall be conducted by an impartial, third-party mediator at an agreed time, place, and location within the Region One Education Service Center's service area. The cost and expense of the mediation shall be equally borne by the parties.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for litigation of any disputes arising under this Agreement shall be properly fixed in accordance with the venue statutes of the State of Texas.

7. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

Docusign Envelope ID: C48FC542-F243-8D5C-8071-767F703C723D

IV.
SUBSCRIPTION DETAILS AND SIGNATURES

1. DDoS Service Details

Subscription Details:

Number of DIA Circuits	Term	Student Count (Based on Previous YR Count)	Monthly Recurring Cost (MRC)
1	9/1/2026 – 8/31/2027	*Student count 21613	$1,650.00
		Total Yearly Cost:	$19,800.00

*Count based on October 2025 PEIMS snapshot.

2. Signatures

AUTHORIZATION	
Region One ESC	**Participating District**
DocuSigned by: Daniel P. King C35BAA24F9C94BB... Dr. Daniel P. King Executive Director	DocuSigned by: Dr. Marcey Sorensen 5F72AA3F2D4D40A... Dr. Marcey Sorensen Superintendent or designee
Date: 6/15/2026 | 9:45 AM CDT	**Date:** 6/13/2026 | 12:26 PM CDT
Email: dking@esc1.net	**Email:** m.sorensen@lajoyaisd.net
Contact Person: Michael Dante Fox Director of Network, Data Center and Help Desk Services dfox@esc1.net	**Contact Person:** Haissam Mayasi h.mayasi@lajoyaisd.net **Billing Contact Person:**

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of Region One ESC 2026-2027 Library Service & Instructional Resources Cooperative

---

BACKGROUND:

The Region One Education Service Center Background Library Services/Instructional Resources Cooperative provides participating districts with access to a wide range of instructional and library resources that support student learning, curriculum implementation, and literacy initiatives.

RATIONALE:

Region One Library Services provides support, resources, and professional development to school library staff to enhance library programs and improve student access to quality instructional materials. Participation ensures compliance with state library standards, promotes literacy initiatives, supports collection development, and provides training opportunities that help librarians effectively serve students and staff.

BUDGET:

Cost	***Funding Source***	***Vendor***
$73,051.94	Federal Funds	Region One ESC Edinburg, TX
Purchasing Mechanism		***Additional Documentation***
Region One Esc		Cost Benefit, District Charter Commitment Form

RECOMMENDATION:

Administration Approves Recommendation

Initiated by:
Clem Garza, Director of Instructional Technology

Reviewed by:
Haissam Mayasi, Chief Technology Officer

BF&AS Reviewed by:
Mirgitt Crespo, Chief Business, Finance & Administrative

Executive Cabinet Review by:
Haissam Mayasi, Chief Technology Officer

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

Docusign Envelope ID: F3C82DC7-C27F-8129-80D9-7118122708D4

Region One Education Service Center
1900 W. Schunior, Edinburg, TX 78541 • Ph (956) 984-6000 • Fax (956) 984-7655

Daniel P. King, Ph.D.
Executive Director

May 27, 2026

Dear Dr. Marcey Sorensen

The Region One Education Service Center appreciates your district's participation in the Library Services and Instructional Resources Virtual Library Cooperative. We impact student achievement by providing high-quality instructional resources and services that help students develop twenty-first century skills. In addition, district and charter schools realize financial benefits from volume purchasing discounts provided through cooperative membership.

The Region One ESC Library Services and Instructional Resources Cooperative District/Charter Commitment Form for 2026-2027 is enclosed. Membership in the Region One ESC Library Services and Instructional Resources Cooperative delivers many instructional resources/services to your campuses. (See Attachment A) We list of resource subscriptions is listed on Attachment A.

The cost of cooperative membership will be $3.38 per student enrollment for the 2026-2027 school year. The enclosed Cost Benefits Analysis indicates district level savings. The new Innovative Library Services Professional Development package is included in commitment total. Cost benefit analysis is enclosed for professional development package.

Please return the enclosed District/Charter Commitment Form to Region One Education Service Center, ATTN: Library Services and Instructional Resources Cooperative before **August 3, 2026**. Thank you for your assistance.

Sincerely,

Library Services and Instructional Resources Department
Technology Solutions Division

VG:AS Catalog of Library Services
Cost Benefit Analysis

Enclosure: District/Charter Commitment Form

Region One Education Service Center does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, gender identity, national origin, age, disability, or any other basis prohibited by law in its programs and activities.

Docusign Envelope ID: F3C82DC7-C27F-8129-80D9-7118122708D4

Region One Education Service Center
1900 West Schunior ◆ Edinburg, TX 78541 ◆ Phone (956) 984-6000 Fax (956) 984-7655

DISTRICT/CHARTER COMMITMENT FORM
LIBRARY SERVICES & INSTRUCTIONAL RESOURCES COOPERATIVE
2026-2027 School Year

La Joya ISD

School District Name

1. Membership Rate Per Student	$3.38
2. Total Enrollment (PEIMS 2025-2026 Enrollment)	21,613
3. District's Participation Commitment	$73,051.94
4. Innovative Library Professional Development Package (INCLUDED IN FEE)	$7,000.00
5. Total	$73,051.94

NOTE: **DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2026**
Please email a purchase order *after September 1, 2026, to asepeda@esc1.net* for the district's participation commitment.

Committing to the Library Services & Instructional Resources Cooperative ensures that your district will continue to receive services for the 2026-2027 school year.

Please return this commitment form to confirm participation in the Library Services & Instructional Resources cooperative for the 2026-27 school year before August 3, 2026.
Signed form can be emailed to asepeda@esc1.net or vilgarcia@esc1.net .

AUTHORIZATION	
Region One ESC	**Participating District**
Signature Dr. Daniel P. King Executive Director	**Signature here** Superintendent or Designee
Date:	**Date:**
Email: dking@esc1.net	**Email:**
Phone: 956.984.6000	**Phone:**

Docusign Envelope ID: F3C82DC7-C27F-8129-80D9-7118122708D4

Library Services and Instructional Resources Cooperative

2026-2027 Cost Benefit Analysis

District: La Joya ISD

SERVICE/RESOURCE	# OF STUDENTS	CO-OP MEMBERSHIP $3.43 PER STUDENT	Cost for district direct purchase from vendor		
			COST	STUDENT/ CAMPUS/ DISTRICT	TOTAL
BrainPOP, BrainPOP Jr, BrainPOP Español, BrainPOP Francais	21,613	Included in the Coop	$5,000	/campus	$59,435.75
News-O-Matic	21,613	Included in the Coop	$2.75	/student	$59,435.75
Gale Presents Peterson's Test Prep	21,613	Included in the Coop	$2,231.00	/campus	$82,547.00
TexQuest (State Funded Databases	21,613	Included in the Coop	$32	/student	$324,195.00
MackinVIA eBook Library/Resource	21,613	Included in the Coop	$24,000	/district	$24,000
Purchasing Cooperative		Included in the Coop			
Total		$73,051.94			$678,613.50

Innovative Library Services Professional Development

SERVICE DESCRIPTION	COST NON MEMBERS	ILPD MEMBERSHIP COST
2 full day onsite professional development days	$1,500 per day X 2 days = $2,400	Included in the Membership
Webinars, Online Course	$150 per course, $40 per webinar	Included in the Membership
All Library Services PD, minimum of 6	$150 per workshop X 6 = $900	Included in the Membership
Fall Media Fair, Spring Workshop	$150 per conference X 2 = $300	Included in the Membership
Book Studies	$650 per book study X 2 = $1,300	Included in the Membership
	$4,900 per participant X number of librarians =	
Total	$7,000.00	$258,780.00

Docusign Envelope ID: F3C82DC7-C27F-8129-80D9-7118122708D4

Library Services & Instructional Resources

Service Catalog

School Year 2026-2027

Serving
49 School Systems
across Region One

Impacting
2.3 million+
students

Aligning with state
standards and adapt
to evolving needs

www.esc1.net/libraryservices

Docusign Envelope ID: F3C82DC7-C27F-8129-80D9-7118122708D4

LIBRARY SERVICES & INSTRUCTIONAL RESOURCES
CATALOG OF SERVICES | A

LIBRARY SERVICES & INSTRUCTIONAL RESOURCES COOPERATIVE

A comprehensive collection of high-quality instructional resources and services aids students in developing information and digital literacy skills.
Schools also benefit financially from volume purchasing discounts through cooperative membership.

Regional Reading Competition

Top district winners compete to test their knowledge of selected books promoting literacy through team-based trivia.

Cooperative Members

- Receive invitation to participate and discounted entry fees
- Participate in the book selection committee

DIVISIONS

JUNIOR
GRADES 1-2

ELEMENTARY
GRADES 3-5

MIDDLE SCHOOL
GRADES 6-8

HIGH SCHOOL
GRADES 9-12

PROFESSIONAL DEVELOPMENT

Library Workshops (District Library Staff)

- Attend designated workshops at no additional cost
- Fall Media Fair
- Spring Workshop

MegaBYTE Membership (Librarians Only)

- Access on-demand learning
- Discount registration for MegaBYTE conferences
- Professional learning for effective technology use

Library Leadership Network

- Monthly meetings for district library leadership

PURCHASING COOPERATIVE

- Audio Visual/Multimedia Equipment & Software
- Consultants | Authors & Presenters
- Instructional Software & Applications
- Library Books, Furniture & Supplies
- Magazines Subscriptions | Print & Digital
- Technology Hardware & Equipment
- Other Library and Technology Resources/Services

DIGITAL LIBRARY INSTRUCTIONAL RESOURCES

Access digital learning resources from school or home with Region One ESC Instructional Resources in MackinVIA™, which offers eBooks, audiobooks, online databases, videos, and more to support traditional instruction. Access varies by school classification (Public vs. Private).

- Premium digital resources for K-12 students aligned with TEKS and the new SAT.
- Includes features like text-to-speech, translation, and TEKS/lexile search.

- Additional Resources

Docusign Envelope ID: F3C82DC7-C27F-8129-80D9-7118122708D4

LIBRARY SERVICES & INSTRUCTIONAL RESOURCES
CATALOG OF SERVICES | B

2026-2027 | INNOVATIVE LIBRARY PROFESSIONAL DEVELOMENT (ILPD)

High-quality professional development for school library staff offers support and expert knowledge. Programs encourage collaboration and sharing of best practices through in-person workshops and online courses tailored to library professionals' needs. Emphasizing practical applications, these offerings empower librarians to integrate new technologies and methodologies, fostering a vibrant community of lifelong learners committed to enhancing library services and educational resources.

30
Workshops
1,389
Participants

19
Districts
508
Participants

18
Webinars
242
Participants

SPECIALIZED SUPPORT

- New Librarian Academy
- Library Staff Academy
- School Library Mentor Academy
- Google & Apple Certifications

WORKSHOPS

- SERIES | AI for School Libraries
- Makerspace & Ed Tech Workshops
- Legislative Updates
  - Library Compliance, Parent Rights & Professional Practice
  - SB 13 & HB900

EVENTS

- Fall Media Fair
- Spring Refresh
- Instructional Materials Publisher Showcase

FLEXIBLE TRAINING

- Two district on-site professional development workshops
- Access selected online courses & webinars

PROFESSIONAL GROWTH

- Book Studies
- Mentorship Programs

Docusign Envelope ID: F3C82DC7-C27F-8129-80D9-7118122708D4

LIBRARY SERVICES & INSTRUCTIONAL RESOURCES
CATALOG OF SERVICES | C

2026-2027 | ADDITIONAL CONTRACT SERVICES

LIBRARY SERVICES SUPPORT

Certified Librarian of Record
Ensures compliance with state standards and guidelines. Responsibilities include supporting material selection—aligned with Senate Bill 13 (effective Sept. 1, 2025), which requires school board approval of library materials—while promoting information literacy and collaborating with educators for materials to enhance student learning.

Book Review & Facilitator Training
Focuses on compliance with mandatory collection development standards, parental involvement, and materials selection/deselection

Library Events
Planning and supporting campus literacy events & makerspace events

Collection Development
Systematic process for planning, selecting, maintaining, and withdrawing library materials ensuring compliance with the mandatory standards in 13 Texas Administrative Code §4.2, as required by Section 33.021 of the Texas Education Code.

Inventory
Verifying, auditing, and maintaining accurate records of collection materials (books, technology, furniture) to track usage, manage losses, and assess collection health

Collection Weeding (De-selection)
Removing outdated, inaccurate, damaged, or unused materials to keep the collection relevant, useful, and in good condition.

INSTRUCTIONAL MATERIALS SUPPORT

Instructional Materials Inventory
A comprehensive inventory system helps schools track textbooks and instructional materials, reduce losses, and ensure students have the resources they need. Effective systems monitor both serialized items—such as barcoded textbooks and lab equipment—and consumable materials like workbooks.

Unique Needs
We offer additional contract services tailored to your school system's specific requirements. Our team is ready to discuss various options to ensure you receive the best support possible.

Barcode Organization & Compliance Support
Ensures accurate tracking and management of library and instructional materials through standardized barcoding, supporting efficient inventory control and compliance with district and state requirements.

Final Status Reporting & Analysis
Provides a clear overview of inventory results, identifying gaps and surpluses to support informed decisions, resource allocation, and compliance with district requirements.

Docusign Envelope ID: F3C82DC7-C27F-8129-80D9-7118122708D4

Annual Events

Battle of the Books
Regional Reading Competition

Inspiring Readers. Building Teams. Celebrating Learning.
Battle of the Books is a district and regional reading competition for students in grades 1–12. Designed to foster a lifelong love of literature while strengthening academic skills, the program challenges student teams to read from a carefully curated book list and compete in exciting quiz-style matches.

Through friendly academic competition, students demonstrate in-depth knowledge of plot, characters, themes, and settings while developing critical thinking, teamwork, communication, and recall skills.

Event Highlights

- Presentation by competition book authors
- Awards for first, second and third place in each division

DIVISIONS

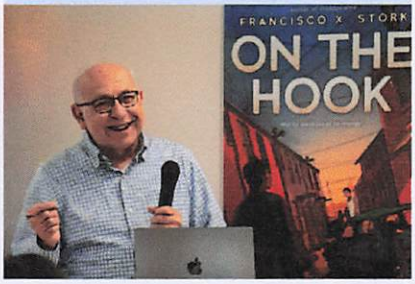
JUNIOR
GRADES 1-2

ELEMENTARY
GRADES 3-5

MIDDLE SCHOOL
GRADES 6-8

HIGH SCHOOL
GRADES 9-12





LEARN MORE
www.esc1.net/battleofthebooks





Fall Media Fair
Annual Library Media Conference

Connecting Library Professionals with Ideas, Innovation, and Inspiration
One-day professional learning conference designed for school library professionals, librarians, media specialists, and educational partners for a day of collaboration, professional growth, and discovery.

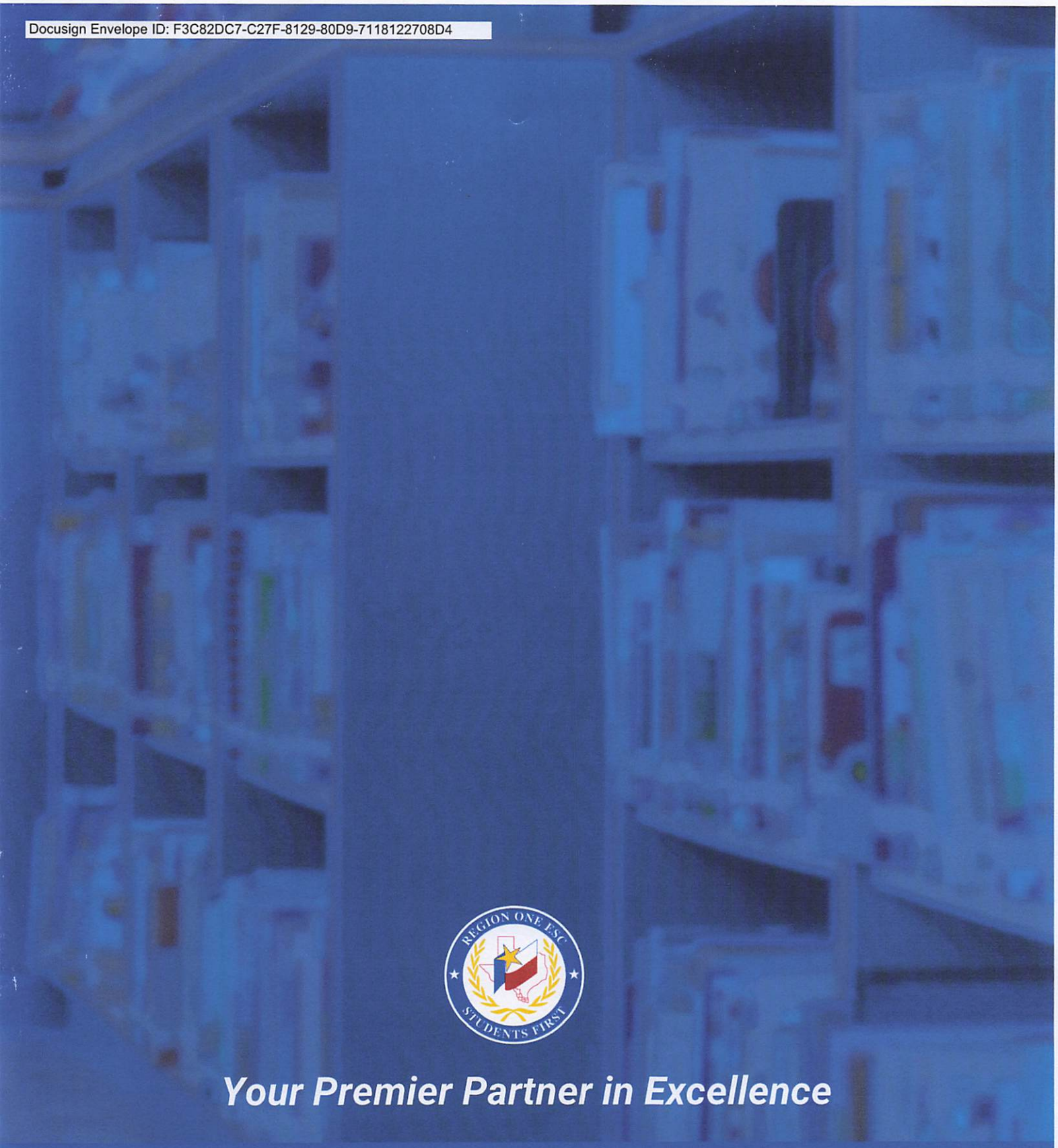
The conference also provides opportunities to explore the latest products, resources, and services designed for today's libraries and classrooms.

Event Highlights

- Keynote Speaker
- Exhibitors
- Professional Learning Sessions

LEARN MORE
www.esc1.net/media-fair

Docusign Envelope ID: F3C82DC7-C27F-8129-80D9-7118122708D4



Your Premier Partner in Excellence

Division of Technology Solutions
Library Services & Instructional Resources
1900 W Schunior Edinburg, TX 78541
956-984-6072

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 2 - Empowered Graduates

Agenda Category: Consent Item

Item Title: Approval of Report on GPM 4.1: College Ready; TSI (Reading/Math), Associate Degrees; GPM 4.2: Career Ready; Industry-Based Certifications (IBC)/Completers; and GPM 4.3: Freshman On Track (FOT)

BACKGROUND:

This report is provided to the School Board in alignment with the Lone Star Governance Board Monitoring Schedule to monitor progress on college, career, and postsecondary readiness outcomes. Student Outcome Goal 4 focuses on College, Career, and Military Readiness (CCMR).

RATIONALE:

Approval will ensure we comply with the Lone Star Governance Texas Framework as well as provide transparency on strategic actions taken in alignment with GPM 4.1, 4.2, and 4.3.

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		N/A

RECOMMENDATION:

Administration recommends approval of Report on GPM 4.1: College Ready; TSI (Reading/Math), Associate Degrees; GPM 4.2: Career Ready; Industry-Based Certifications (IBC)/Completers; and GPM 4.3: Freshman On Track (FOT).

Initiated by:
Dr. Derek Little, Deputy Superintendent

Reviewed by:
Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:
Dr. Marcey Sorensen
Superintendent of Schools

BF&AS Reviewed by:
N/A

Executive Cabinet Review by:
Dr. Marcey Sorensen, Superintendent of Schools

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 4 - Community, Trust, Unity and Partnership

Agenda Category: Consent Item

Item Title: Approval of the Lone Star Governance Monitoring Report: Board Constraint 3

BACKGROUND:

In interviews with hundreds of board members and staff across the districts, researchers found that high-performing boards focus on establishing a vision supported by policies that target student achievement. Yet poor governance is characterized by factors such as micro-management by the board; confusion of the appropriate roles for the board member and superintendent; interpersonal conflict between board chair and superintendent; and board member disregard for the agenda process and the chain of command. Board members set goals and guardrails to ensure they are accountable to their community. This monitoring report measures Board Constraint 3. (Board members will not give operational advice or instructions to District personnel or District Leadership).

RATIONALE:

Effective school boards have a collaborative relationship with the Superintendent and the community and establish a strong communications structure to inform and engage both internal and external stakeholders about progress towards meeting goals in setting board constraints. We will revisit these constraints throughout the year to ensure we are making progress and honoring the values of our community.

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		N/A

RECOMMENDATION:

Administration recommends approval of the Lone Star Governance Monitoring Report: Board Constraint 3.

Initiated by: Mari Elizondo, School Board Administrative Assistant

Reviewed by: Dr. Derek Little, Deputy Superintendent

BF&AS Reviewed by: N/A

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 4 - Community, Trust, Unity and Partnership

Agenda Category: Consent Item

Item Title: Approval of the Lone Star Governance Time Use Tracker Report - June 17, 2026

BACKGROUND:

The most effective school boards focus on improving student outcomes and codify their commitment to this by tracking how they spend their time during board meetings, spending upwards of 50% of their time discussing student outcomes. When we track how we spend our time, our board behaviors begin to become more closely aligned with our values. By adopting a vision, mission, goals, goal progress measures, and constraints that are focused on improving student outcomes, we have shared what is important to us with our community, and board behaviors should reflect such a focus by spending at least 50% of their time discussing student outcomes.

RATIONALE:

Approval of the LSG Board Monitoring Schedule will ensure we comply with the Lone Star Governance Texas.

BUDGET:

Cost	***Funding Source***	***Vendor***
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Time Use Tracker Report

RECOMMENDATION:

Administration recommends approval of the Lone Star Governance Time Use Tracker Report - June 17, 2026.

Initiated by: Mari Elizondo, School Board Administrative Assistant

Reviewed by: Dr. Derek Little, Deputy Superintendent

BF&AS Reviewed by: N/A

Executive Cabinet Review by: Dr. Marcey Sorensen, Superintendent of Schools

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

TIME USE TRACKER	La Joya ISD	QTR:	4	Date:	06/17/26

Framework Pillars	Student Outcome Minutes	Adult Behavior Minutes	The board tracks its time spent during public authorized meetings	Other Topic Minutes
Vision and Goals	48		← Minutes setting student outcome goals	
			← Minutes setting constraints or theories of action	
Progress and Accountability	35		← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the **board adopted** Monitoring Calendar	
		2	← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the **board adopted** Monitoring Calendar	
			← Minutes evaluating the superintendent on student outcome goals, GPMs, constraints, and CPMs	
			← Minutes performing board self-evaluations using the LSG Integrity Instrument	
Systems and Processes			Minutes discussing, debating, and voting on other agenda items (including consent agenda items) →	9
Advocacy and Engagement	15		← Minutes hosting two-way communication meetings on student outcome goals, constraints, theories of action and/or progress toward student outcome goals ← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals	
Synergy and Teamwork			Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	
Other			Any time spent on an activity that does not meet the conditions listed above →	6
TOTALS	98	2	115	15

Use For Student Outcome and Adult Behavior Minutes Percentage Calculation:	100	÷	115	× 100 =	86.96%	% Student Outcome and Adult Behavior Minutes
Use For Student Outcome Minutes Percentage Calculation:	98	÷	115	× 100 =	85.22%	% Student Outcome Minutes

Trustees Present	Trustees Absent	% Attendance
7	0	100.00%

Count of 'Other' Agenda Items
25

Goals Discussed	Goals on Target	% on Target
0	0	0.00%

Consent Items	Consent Items Removed	% Remaining on Consent Agenda
32	0	100.00%

GPMs Discussed	GPMs on Target	% on Target
2	0	0.00%

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of Contract Extension for Commercial Kitchen Equipment Repair Parts, Supplies & Service CSP #2025-81

BACKGROUND:

This proposal was processed to provide the District with sources for repair parts, supplies, and services for commercial kitchen and refrigeration (non-HVAC) equipment across District kitchens, cafeterias, and other sites.

RATIONALE:

This proposal also includes semi-annual preventative maintenance checkups as outlined in the proposal scope and the vendor's submission. The District is exercising the second-year extension of the contract in accordance with the terms and conditions of the original solicitation, contingent upon continued need, funding availability, and satisfactory vendor performance.

BUDGET:

Cost	*Funding Source*	*Vendor*
$200,000.00	Various CNS Accounts	As denoted on attached Tabsheet
Purchasing Mechanism		***Additional Documentation***
CSP #2025-81		Tabsheet; Agreements

RECOMMENDATION:

Administration recommends approval of vendors as denoted on the attached tabsheet.

Initiated by:
Luis Pastor, Child Nutrition Services Director

Reviewed by:
S.B. Pierson, Chief of Operations & Infrastructure

BF&AS Reviewed by:
Mirgitt Crespo, Chief Business, Finance & Administrative Services

Executive Cabinet Review by:
Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
Commercial Kitchen Equipment Repair Parts, Supplies & Service CSP #2025-81 Tabsheet

1	Service Fee Charge for Commercial Kitchen - Flat rate service charge for repairs to commercial kitchen equipment					
	Supplier	**QTY**	**UOM**	**Price**	**Supplier Notes**	**Recommendation**
	R@J'S Repair Inc. (National Commercial Equipment Reapir)	1	EA	$0.00	No Charge	*RECOMMENDED (Primary Vendor)
	Rmz Kleaning Zolutions, LLC	1	EA	$85.00		*RECOMMENDED (Secondary Vendor)
	Commercial Kitchen Parts & Service	1	EA	$147.00		*RECOMMENDED (Secondary Vendor)

2	Hourly Rate for Commercial Kitchen Equipment Repair - Standard hourly rate (8:00 AM to 5:00 PM) for repairs to commercial kitchen equipment					
	Supplier	**QTY**	**UOM**	**Price**	**Supplier Notes**	**Recommendation**
	Rmz Kleaning Zolutions, LLC	1	Hourly	$85.00		*RECOMMENDED (Primary Vendor)
	R@J'S Repair Inc. (National Commercial Equipment Reapir)	1	Hourly	$99.50		*RECOMMENDED (Secondary Vendor)
	Commercial Kitchen Parts & Service	1	Hourly	$135.00	$135.00 p/hour for Cooking Equipment (7am-5pm)$139.00 p/hour for Refrigeration (7am-5pm)	*RECOMMENDED (Secondary Vendor)

3	Premium Hourly Rate for Commercial Kitchen - Premium hourly rate for repairs to commercial kitchen equipment - Hours after 7:00 PM and/or weekends and holidays					
	Supplier	**QTY**	**UOM**	**Price**	**Supplier Notes**	**Recommendation**
	Rmz Kleaning Zolutions, LLC	1	Hourly	$127.50		*RECOMMENDED (Primary Vendor)
	R@J'S Repair Inc. (National Commercial Equipment Reapir)	1	Hourly	$149.25		*RECOMMENDED (Secondary Vendor)
	Commercial Kitchen Parts & Service	1	Hourly	$202.50	Cooking Equipment $202.50 p/hour 5pm-7am & weekends; $270.00 p/hour on HolidaysRefrigeration $208.50 p/hour 5pm-7am & weekends; $278.00 p/hour on Holidays	*RECOMMENDED (Secondary Vendor)

4	Repair Parts for Commercial Kitchen Equipment - Please indicate your percentage discount off list price or shelf price for repair parts - Purchases made from this category will be for parts for minor repairs and will be performed by District staff					
	Supplier	**QTY**	**UOM**	**Percent Off**	**Supplier Notes**	**Recommendation**
	Parts Town, LLC	1	Percentage	0-45%	Discount depending on manufacturer	***RECOMMENDED (Primary Vendor)**
	R@J'S Repair Inc. (National Commercial Equipment Reapir)	1	Percentage	0.0%		***RECOMMENDED (Primary Vendor)**
	Commercial Kitchen Parts & Service	1	Percentage	0-25%	Discount depending on manufacturer	***RECOMMENDED (Primary Vendor)**
	Rmz Kleaning Zolutions, LLC	1	Percentage	10.0%		***RECOMMENDED (Primary Vendor)**

5	Semi-Annual Maintenance Fee					
	Supplier	**QTY**	**UOM**	**Price**	**Supplier Notes**	**Recommendation**
	Rmz Kleaning Zolutions, LLC	2	EA	$250.00		***RECOMMENDED (Primary Vendor)**
	R@J'S Repair Inc. (National Commercial Equipment Reapir)	2	EA	$82.50	Per Hour/Will Vary	***RECOMMENDED (Secondary Vendor)**
	Commercial Kitchen Parts & Service	2	EA	$0.00	Maintenance fee varies depending on equipment models and quantities, we do offer single time PM packages and annual PM agreements and can be quoted as needed. Price depends on unit, materials needed, filters if needed, etc. A list of equipment or a site visit will be needed to provide a quote. These site visits will not be charged.	***RECOMMENDED (Secondary Vendor)**

* Based on awarding factors

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Commercial Kitchen Parts & Service with offices located at 1377 N Brazos, San Antonio, TX 78207 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Commercial Kitchen Equipment Repair Parts, Supplies & Service CSP #2025-81

AGREEMENT

1.0 Term

This Agreement shall be effective as of August 1, 2026 and end on July 31, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Commercial Kitchen Parts & Service

Julie Duckworth
Signature

Julie Duckworth
Name

Outside Sales Representative
Title

6/30/2026
Date

Exhibit A - Services and Fees

Scope of Services

The vendor shall provide comprehensive maintenance and repair services for commercial kitchen and refrigeration (non-HVAC) equipment across District facilities. Services include diagnostics, troubleshooting, emergency repairs, and routine preventative maintenance, including semi-annual checkups. The vendor must respond promptly to services requests to minimize equipment downtime and ensure safe and efficient operation in compliance with all relevant health and safety regulations.

Fee Structure

As denoted on attached tabsheet.

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

Various CNS Accounts

Exhibit B

Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between R@J's Repair Inc. with offices located at PO BOX 3265, McAllen, TX 78502 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Commercial Kitchen Equipment Repair Parts, Supplies & Service CSP #2025-81

AGREEMENT

1.0 Term

This Agreement shall be effective as of August 1, 2026 and end on July 31, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

R@J's Repair Inc.

Signature

Ricky Andreatos
Name

VP
Title

7-15-26
Date

Exhibit A - Services and Fees

Scope of Services

The vendor shall provide comprehensive maintenance and repair services for commercial kitchen and refrigeration (non-HVAC) equipment across District facilities. Services include diagnostics, troubleshooting, emergency repairs, and routine preventative maintenance, including semi-annual checkups. The vendor must respond promptly to services requests to minimize equipment downtime and ensure safe and efficient operation in compliance with all relevant health and safety regulations.

Fee Structure

As denoted on attached tabsheet.

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

Various CNS Accounts

Exhibit B

Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Rmz Kleaning Zolutions, LLC with offices located at PO BOX 386, Mission, TX 78573 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Commercial Kitchen Equipment Repair Parts, Supplies & Service CSP #2025-81

AGREEMENT

1.0 Term

This Agreement shall be effective as of August 1, 2026 and end on July 31, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Rmz Kleaning Zolutions, LLC

Signature

Jesus A. Ramirez
Name

Manager
Title

6-26-2026
Date

Exhibit A - Services and Fees

Scope of Services

The vendor shall provide comprehensive maintenance and repair services for commercial kitchen and refrigeration (non-HVAC) equipment across District facilities. Services include diagnostics, troubleshooting, emergency repairs, and routine preventative maintenance, including semi-annual checkups. The vendor must respond promptly to services requests to minimize equipment downtime and ensure safe and efficient operation in compliance with all relevant health and safety regulations.

Fee Structure

As denoted on attached tabsheet.

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

Various CNS Accounts

Exhibit B

Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Consent Item

Item Title: Approval of Easement Agreement for City of Palmview New Fire Station FM 492/ LJISD Flores Elementary –Acceptance of Payment and Approval of Terms

BACKGROUND:

The District has negotiated an easement agreement related to FM 492/ LJISD Flores Elementary that establishes the terms under which a designated portion of the District property, located below the surface, may be utilized by The City of Palmview for a storm drain easement. This agreement grants the external party limited and clearly defined access rights necessary for the installation, operation, and maintenance of stormwater infrastructure adjacent to or affecting District property.

As part of the negotiated terms, The City of Palmview will provide the District with compensation in the amount of $50,000.00 in exchange for the easement rights granted.

RATIONALE:

The terms of the agreement protect the District's property interests, limit liability exposure, and ensure that the use of the easement area remains clearly defined, controlled, and restricted to its intended purpose. Entering into this agreement reflects responsible stewardship of District assets and provides tangible financial and community benefits without disrupting instructional activities or campus operations.

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	

Purchasing Mechanism	*Additional Documentation*
N/A	N/A

RECOMMENDATION:

It is recommended that the Board of Trustees approve the easement agreement at FM 492/ LJISD Flores Elementary School, including acceptance of the $50,000 one-time payment. Approval will allow the District to proceed while protecting District property interests and authorizing Administration to execute the necessary documents.

Initiated by: S.B. Pierson, Chief of Operations & Infrastructure

Reviewed by: S.B. Pierson, Chief of Operations & Infrastructure

BF&AS Reviewed by: Click or tap here to enter text.

Executive Cabinet Review by: S.B. Pierson, Chief of Operations & Infrastructure

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

AFTER RECORDING, RETURN TO:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER

DRAINAGE EASEMENT

STATE OF TEXAS

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That **LA JOYA INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas,** if Applicable ("Grantor") for and in consideration of the sum of **FIFTY** THOUSAND DOLLARS AND NO/100 ($50,000.00) and other good and valuable consideration to Grantor in hand paid by the **CITY OF PALMVIEW, a Municipal Government,** it's successors and/or assigns, (Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, AND CONVEY unto Grantee, a non-exclusive easement and right to construct, reconstruct and maintain storm drainage and positive overflow facilities and all necessary appurtenances thereto (the "Facilities") in, on, under, over, through and across the following property

described in Exhibit A attached hereto (the "Easement Property") for a period of Fifty (50) years (the "Initial Term").

With the exception of current improvements on the Easement Property, the Grantee shall have the right to remove and keep removed from the Easement Property herein granted any and all structures, fences, trees, shrubs, growths or other obstructions installed in the future which may endanger or interfere with the construction, reconstruction, maintenance or proper function of said Facilities. Grantee, at Grantee's sole cost and expense, agrees to replace any current improvements removed by Grantee during the construction on the Easement Property, including any trees which will be replaced by installing one tree per each removed tree.

Horizontal, flatwork improvements on the surface of the Easement Property may be constructed by the Grantor, provided such improvements are compatible with Grantee's use of the easement and the Facilities; however, no vertical improvement or structure shall be constructed by Grantor on the Easement Property. All other improvements place on the Easement Property shall require advance written approval of the Grantee.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted ("Maintenance Access"). Maintenance Access will be during the normal business hours, scheduled in advance with Grantor and with accompaniment of Grantor personnel to the extent deemed necessary.

Grantor hereby attests there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the

Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the easement granted hereby and herein.

If at any time while this Drainage Easement is effective, as may be extended, La Joya Independent School District is no longer the owner of record for the Easement Property in the land records of Hidalgo County, then this Drainage Easement and rights afforded to Grantee hereunder will become perpetual in nature by all respects, without further notice, other action, or obligation by Grantee. If La Joya Independent School District is the owner of record of the Easement Property in the Hidalgo County land records upon the end of the Initial Term or the term of any extension thereof, the Grantee shall have the right to extend the Drainage Easement Property by an additional Fifty (50) year term upon a payment by Grantee to Grantor of the amount as determined by an independent, third party appraisal completed by a qualified appraiser selected and engaged by Grantee, at Grantee's sole cost and expense, for the value of the entirety of the Easement Property at such time.

TO HAVE AND TO HOLD the Easement Property unto the Grantee for the purposes herein set forth, Grantor hereby binds itself and Grantor's heirs, executors, administrators, successors and assigns to warrant and defend the easement and rights granted herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

(SIGNATURES TO FOLLOW NEXT PAGE)

WITNESS THE GRANTOR'S HAND, this _____day of_____, 2026.

LA JOYA INDEPENDENT SCHOOL DISTRICT,
a political subdivision of the State of Texas

By: _____
Name:_____
Title: President of School Board

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged on this the ____ day of _____, 2026, by _____ of **LA JOYA INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas**, on behalf of said **public entity**.

_____
Notary Public, State of Texas

CITY OF PALMVIEW ,
a government entity of the State of Texas

By: _____

Printed Name: Rick Villarreal

Title: Mayor, City of Palmview

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged on this the 18th day of June, 2026, by Ricardo Villarreal, Mayor of the **City of Palmview, a government entity of the State of Texas**, on behalf of said **entity**.

NORMA A RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
February 07, 2029
NOTARY ID 125190693

_____
Notary Public, State of Texas

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 4 - Community, Trust, Unity, and Partnership

Agenda Category: Consent Item

Item Title: Approval of Law Enforcement Support Office (LESO) 1033 Program State Plan of Operation (SPO) Agreement

---

BACKGROUND:

The LESO 1033 Program is a federal initiative administered by the Department of Defense that allows law enforcement agencies to obtain excess military equipment for official use. The program supports public safety efforts by providing resources such as vehicles, protective gear, and communication equipment. Participation requires compliance with federal and state regulations, including the State Plan of Operation (SPO), to ensure proper accountability and oversight.

RATIONALE:

The LESO 1033 Program is a federal initiative administered by the Department of Defense that allows law enforcement agencies to obtain excess military equipment for official use. The La Joya ISD Police Department currently possesses equipment acquired through the LESO 1033 Program.

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Agreement Attached

RECOMMENDATION:

Administration recommends approval of the Law Enforcement Support Office (LESO) 1033 Program State Plan of Operation (SPO) Agreement.

Initiated by: Leonardo Sanchez, Chief of Police

Reviewed by: Leonardo Sanchez, Chief of Police

BF&AS Reviewed by: N//A

Executive Cabinet Review by: Dr. Marcey Sorensen, Superintendent of Schools

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

La Joya
Independent School District
La Joya ISD Police Dept.
7209 Ann Richards Road, Mission, Texas 78572
Tel. (956) 323-2040
Fax: (956) 580-7095

La Joya ISD School Board
Julian Alvarez III, President
Alyssa Peña, Vice-President
Celso Gomez Jr., Secretary
Dr. Rosalva Hernandez, Member
Dr. Carlos Margo, Member
Jessica Ochoa, Member
Valeria Vega , Member

To: Dr. Marcey Sorensen
Superintendent of Schools

From: Leonardo Sanchez
Chief of Police

Re: Annual Law Enforcement Support Office Program Participation Request

Date: May 4, 2026

In accordance with the requirements of the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO), I am writing to formally request approval for the continued participation in the program for the upcoming fiscal year.

As you are aware, the LESO Program allows eligible law enforcement agencies to acquire excess Department of Defense (DoD) property to support law enforcement activities, including enhancing officer safety and preparedness. Our agency has benefited from this program by obtaining equipment that improves operational capabilities at minimal cost to the district.

Annual renewal is a compliance requirement under the program's terms. With your approval, we will complete the necessary steps to submit our application for continued enrollment and to certify that all LESO-acquired property is being used in accordance with the program's guidelines and for official law enforcement purposes.

Your authorization is respectfully requested to proceed. Please feel free to contact me if you have any questions or would like additional information regarding our participation or the specific equipment acquired through the program.

Thank you for your continued support of school safety initiatives.

DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only) ***Indicates Required Fields**

SECTION 1:

*Agency Name: La Joya Independent School District Police Department | Originating Agency Identifier (ORI) #: (if applicable) TX1083100

*Agency Physical Address: 7209 Ann Richards Road | *City: Mission

*State: TX | *Zip Code: 78572 | *NCIC P.O. Box or Address (if different than above i.e., terminal location)

*Phone #: (956) 323-2046 | *Email: l.lopez11@lajoyaisd.net | Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable. *Full-time: 64 *Part-time: 0

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

	*Official Title / Rank	*First Name	*Last Name	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
*#1	Captain	Luis	Lopez	l.lopez11@lajoyaisd.net	(956) 323-2046	Small Arms
#2	Captain	Christopher	Perez	c.perez8@lajoyaisd.net	(956) 323-2047	Equipment
#3	Emergency Management	David	Torres	d.torres4@lajoyaisd.net	(956) 323-2040	Equipment
#4	Officer	Fausto	Salinas	f.salinas10@lajoyaisd.net	(956) 323-2040	Vehicles
#5	N/A					
#6	N/A					
#7	N/A					

SECTION 2:

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

* ☐ I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

*(Check only one):
- ☑ I am signing this document as the CLEO of this law enforcement agency.
- ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Chief of Police	Leonardo	Sanchez
***TITLE**	***PRINTED FIRST NAME:**	***PRINTED LAST NAME:**
l.sanchez3@lajoyaisd.net		05/04/2026
***EMAIL**	***SIGNATURE**	***DATE**

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s)and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

Rolando Ayala	Rolando Ayala Digitally signed by Rolando Ayala Date: 2026.07.14 15:25:44 -05'00'	07/14/2026
***PRINTED NAME FIRST & LAST**	***SIGNATURE**	***DATE**

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

LESO Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.	***SIGNATURE**

State Plan of Operation (SPO) between:

The State of TEXAS and the

(State/United States Territory)

La Joya Independent School District Police Department

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO, and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL"A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Rolando Ayala

State Point of Contact (SPOC): John Riddick III

State Point of Contact (SPOC): Patricia Deaver

State Point of Contact (SPOC): N/A

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd

Email: TXLESOPROGRAM@DPS.TEXAS.GOV

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:30 AM to 5:00 PM CST

iii) Funding to administer the LESO Program at the State Level is provided via:

iv) The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be "active" or "inactive" in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a "full-time" or "part-time" law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e., training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	**# by type**
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the "acceptable over-allocation" levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full- time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e., an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e., drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn- in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend, or terminate an LEA based on findings during State- level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.
In the State of TEXAS , the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31 . The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with

suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2)On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part
41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: TEXAS

Full Name (Print): Rolando Ayala

Signature (Sign): Rolando Ayala Date (MM/DD/YYYY): 09/09/2024

Chief Law Enforcement Official (CLEO) (or designee): _____

Title (Print): Chief of Police

Full Name (Print): Leonardo Sanchez

Signature (Sign): _____ Date (MM/DD/YYYY): 5/4/2026

Civilian Governing Body Official (CGB) (or designee): _____

Title (Print): Superintendent of Schools

Full Name (Print): Dr. Marcey Sorensen

Signature (Sign): _____ Date (MM/DD/YYYY): _____

La Joya ISD Police Department
Standard Operating Procedures
LESO 1033 Program Compliance

I. Purpose

To establish standardized procedures for the acquisition, accountability, use, inventory, and disposition of property obtained through the Law Enforcement Support Office (LESO) 1033 Program, ensuring full compliance with federal, state, and program requirements.

II. Scope

These procedures apply to all personnel assigned to the La Joya ISD Police Department who are involved in the request, use, storage, tracking, or management of LESO-issued property.

III. Policy

The La Joya ISD Police Department will maintain strict accountability and control over all LESO 1033 property. All equipment shall be used solely for official law enforcement purposes and managed in accordance with Defense Logistics Agency (DLA), State of Texas LESO, and district guidelines.

IV. Definitions

- **LESO 1033 Program:** Federal program providing surplus Department of Defense equipment to law enforcement agencies.
- **Controlled Property:** Equipment requiring enhanced accountability (e.g., weapons, vehicles, night vision).
- **Sensitive Property:** Items requiring periodic inventory and strict tracking.
- **Non-Controlled Property:** General equipment with standard accountability requirements.

V. Responsibilities

A. Chief of Police

- Approves participation in the LESO 1033 Program
- Signs annual State Plan of Operation (SPO)
- Ensures overall compliance with program requirements

B. LESO Program Coordinator (Designated Officer)

- Serves as the primary point of contact with State LESO and DLA
- Maintains all LESO records and documentation
- Coordinates acquisition, transfer, and disposal of equipment
- Ensures all required reports and inventories are completed

C. Supervisors

- Ensure proper use, care, and accountability of assigned equipment
- Monitor compliance within their assigned units

D. End Users

- Use equipment only for authorized law enforcement purposes
- Immediately report lost, stolen, or damaged equipment
- Maintain equipment in good working condition

VI. Acquisition Procedures

1. All requests for LESO property shall be submitted through the LESO Program Coordinator.
2. Requests must be justified based on operational need and alignment with the department's mission.
3. Approval from the Chief of Police is required prior to submission.
4. Upon approval, the Coordinator will process requests through the State LESO system.
5. All received equipment shall be inspected, documented, and entered into the department inventory system immediately upon receipt.

VII. Inventory and Accountability

1. All LESO property shall be assigned a unique tracking identifier.
2. Controlled and sensitive items shall be inventoried in accordance with LESO requirements (typically annually or as directed).
3. A physical inventory shall be conducted and documented, including serial number verification.
4. Inventory records shall be maintained and available for audit at all times.
5. Any discrepancies shall be reported immediately to the Chief of Police and State LESO Coordinator.

VIII. Use of Equipment

1. LESO equipment shall be used strictly for official law enforcement purposes.
2. Use must align with department policies, training, and applicable laws.
3. Equipment shall not be used for personal, unauthorized, or non-law enforcement activities.
4. Certain controlled equipment may require specific training and certification prior to use.

IX. Storage and Security

1. All LESO property shall be stored in a secure location with controlled access.
2. Controlled items shall be secured in accordance with federal and state guidelines.
3. Access to equipment shall be limited to authorized personnel only.
4. Storage locations shall be documented and subject to inspection.

X. Maintenance and Repair

1. The department is responsible for all maintenance, repair, and upkeep of LESO equipment.
2. Equipment shall be maintained in operational condition at all times.
3. Maintenance records shall be documented and retained.

XI. Lost, Stolen, or Damaged Property

1. Any loss, theft, or damage shall be reported immediately through the chain of command.
2. A written report shall be completed and submitted to the LESO Program Coordinator.
3. The Coordinator will notify the State LESO office and complete required documentation.
4. Internal investigations may be initiated when appropriate.

XII. Transfer and Disposal

1. LESO property shall not be sold, traded, or transferred without authorization from State LESO.
2. Disposal or return of property shall be coordinated through the LESO Program Coordinator.
3. Certain controlled items may be recalled by the federal government at any time.
4. All transfers and disposals shall be properly documented.

XIII. Audits and Inspections

1. The department shall comply with all scheduled and unscheduled audits conducted by State LESO or DLA.
2. All records, equipment, and storage locations shall be made available upon request.
3. Any audit findings shall be addressed promptly with corrective action documented.

XIV. Training

1. Personnel assigned LESO equipment shall receive appropriate training prior to use.
2. Training records shall be maintained and documented.
3. Refresher training shall be conducted as needed based on equipment type.

XV. Annual Review and Compliance

1. The State Plan of Operation (SPO) shall be reviewed and signed annually by the Chief of Police and Superintendent.
2. The LESO Program Coordinator shall ensure all program requirements are met each year to maintain eligibility.

XVI. Violations

Failure to comply with LESO 1033 Program requirements may result in:

- Disciplinary action
- Loss of equipment privileges
- Suspension or termination from the LESO program

Images	Documents	Requisition#	Property#	DTID	State	Station	NSN	Item Name	Serial#	Dmil Code	Dmil Integrity Code	Creation Date	Quantity	Status	Tracked
		H9DEB1-2063-6665	LM00006556	W90MDF-0350-0999	TX	LA JOYA ISD POLIC...	2541-01-435-9693	ARMOR,TRANSPARENT...	NA	D	1	30-Jun-13	1	ASSIGNED	Y
		H9DEB1-2091-0801	LM00006908	FB3089-2088-0509	TX	LA JOYA ISD POLIC...	1240-01-207-5787	BINOCULAR	NA	D	1	30-Jun-13	19	ASSIGNED	Y
		2YT08Y-5119-0287	15139TX00005		TX	LA JOYA ISD POLIC...	6920-01-532-0208	LMTS SMALL SUITE		C	7	19-May-15	1	ASSIGNED	Y
		H9DEB1-2098-6221	LM00015207	FB3089-2086-0231	TX	LA JOYA ISD POLIC...	1005-00-921-5004	MAGAZINE,CARTRIDGE	NA	D	1	30-Jun-13	150	ASSIGNED	Y
2		W52H09-2107-B497	13312TX012	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4120096	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX014	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4124271	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX016	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	5188576	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX018	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4130544	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX019	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4131194	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX022	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4131241	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX024	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4135020	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX025	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4126870	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX029	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4126608	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX035	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4217767	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX040	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4131265	D	1	8-Nov-13	1	ASSIGNED	Y
1		W52H09-2107-B497	13312TX045	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4091183	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX050	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4216541	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX054	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4126652	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B497	13312TX056	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4218556	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B499	13312TX058	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4095242	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B499	13312TX067	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4131344	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B499	13312TX069	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	2156021	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B499	13312TX071	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	2153841	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B499	13312TX074	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4164697	D	1	8-Nov-13	1	ASSIGNED	Y
1		W52H09-2107-B499	13312TX076	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	2153795	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B499	13312TX078	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	2156342	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B499	13312TX080	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4133786	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B499	13312TX082	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4133648	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B499	13312TX086	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-073-9421	RIFLE,5.56 MILLIM...	4131231	D	1	8-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B498	13310TX193	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-589-1271	RIFLE,7.62 MILLIM...	1340009	D	1	6-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B498	13310TX198	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-589-1271	RIFLE,7.62 MILLIM...	1345895	D	1	6-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B498	13310TX199	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-589-1271	RIFLE,7.62 MILLIM...	1488859	D	1	6-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B498	13310TX200	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-589-1271	RIFLE,7.62 MILLIM...	1082192	D	1	6-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B498	13310TX202	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-589-1271	RIFLE,7.62 MILLIM...	1165418	D	1	6-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B498	13310TX203	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-589-1271	RIFLE,7.62 MILLIM...	1560018	D	1	6-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B498	13310TX205	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-589-1271	RIFLE,7.62 MILLIM...	1587151	D	1	6-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B498	13310TX206	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-589-1271	RIFLE,7.62 MILLIM...	1004650	D	1	6-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B498	13310TX207	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-589-1271	RIFLE,7.62 MILLIM...	1053305	D	1	6-Nov-13	1	ASSIGNED	Y
2		W52H09-2107-B498	13310TX208	000000-0000-00000	TX	LA JOYA ISD POLIC...	1005-00-589-1271	RIFLE,7.62 MILLIM...	486693	D	1	6-Nov-13	1	ASSIGNED	Y
		H9DEB1-2091-0806	14030TX00098	FB3089-2079-0089	TX	LA JOYA ISD POLIC...	1240-01-411-1265	SIGHT,REFLEX		Q	3	30-Jan-14	35	ASSIGNED	Y
		H9DEB1-2111-1200	LM00013025	FB3089-2087-0451	TX	LA JOYA ISD POLIC...	1240-01-411-6350	TELESCOPE,STRAIGHT	NA	D	1	30-Jun-13	10	ASSIGNED	Y
6		H9DEB1-2065-4320	13312TX104	FE6432-1043-0025	TX	LA JOYA ISD POLIC...	2320-01-128-9552	TRUCK,UTILITY	21287	C	1	8-Nov-13	1	ASSIGNED	Y

Fw: La Joya ISD Police Department standing

LE Luis E. Lopez
To Leonardo Sanchez

Reply | Reply All | Forward | ...

Wed 5/20/2026 3:46 PM

From: Ayala, Rolando <Rolando.Ayala@dps.texas.gov>
Sent: Wednesday, May 20, 2026 3:44 PM
To: Luis E. Lopez <l.lopez11@lajoyaisd.net>
Cc: Riddick, John <John.Riddick@dps.texas.gov>
Subject: La Joya ISD Police Department standing

Important: This email is from outside the lajoyaisd.net domain, do not click any link and do not open attachments unless you have confirmed the sender.

To whom it may concern;

La Joya ISD Police Dept. is currently in good standing with the TXLESO/Federal Programs. They were inspected in March of 2017 and passed the audit. They have never been suspended for any violations and have finished every inventory before the deadline as our record indicate below.

Jul 1, 2025 include all Jul 14, 2025 ELL00050 LUIS LOPEZ
Jul 1, 2024 include all Jul 15, 2024 ELL00050 LUIS LOPEZ
Jul 3, 2023 include all Jul 17, 2023 ELL00050 LUIS LOPEZ
Jul 1, 2022 include all Jul 18, 2022 ELL00050 LUIS LOPEZ
Jul 1, 2021 include all Aug 9, 2021 ELL00050 LUIS LOPEZ
Jul 1, 2020 include all Aug 18, 2020 ELL00050 LUIS LOPEZ
Oct 1, 2019 include all Oct 30, 2019 ELL00050 LUIS LOPEZ
Oct 1, 2018 include all Oct 29, 2018 ELL00050 LUIS LOPEZ
Oct 1, 2017 include all Oct 24, 2017 ELL00050 LUIS LOPEZ
Oct 1, 2016 include all Oct 24, 2016 ELL00050 LUIS LOPEZ
Oct 1, 2015 Requires certification Oct 19, 2015 ELL00050 LUIS LOPEZ
Oct 1, 2014 Requires certification Oct 8, 2014 ELL00050 LUIS LOPEZ TPID:60565

Please let us know if you have any further questions.

Rolando Ayala
State Coordinator
Texas LESO Program
Office: (512) 424-7590
Cell: (512) 827-6492
TXLESOProgram@dps.texas.gov
TXLESO Website



La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Action Item

Item Title: Updates to the 2026-2027 La Joya ISD Compensation Plan

---

BACKGROUND:

In accordance with the District's Strategic Plan, the District has made updates & corrections to the 2026-27 Compensation Plan.

RATIONALE:

A compensation manual provides a formal framework for how La Joya ISD pays its employees in a understandable and written format, which clearly explains how compensation to the District's employees is calculated and paid. It also ensures compensation decisions aing with available financial resources and provides a single reference source that ties together board policies, compensation schedlurs and administrative procedures, ensuring compensation decisions are applied consistently across the District.

BUDGET:

Cost	***Funding Source***	***Vendor***
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Compensation pLAN

RECOMMENDATION:

Approval of the Updated 2026-2027 La Joya ISD Compensation Plan.

Initiated by: Dr. Derek G. Little, Deputy Superintendent

Reviewed by: Click or tap here to enter text.

BF&AS Reviewed by: Click or tap here to enter text.

Executive Cabinet Review by: Dr. Derek G. Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

LA JOYA ISD

COMPENSATION PLAN

2026-2027

La Joya Independent School District
200 W. Expressway 83
La Joya TX 78560
956-323-2000

TABLE OF CONTENTS

Compensation Policy 2

Description of Pay Systems 2

Pay Cycles 3

Job Documentation (Description) 2

Exemption Status 3

Job Classification 3

- Classification of New Positions 3
- Job Reclassification 3
- Procedures for Job Reclassification 3
- Salary Adjustments for Job Reclassification 3

General Pay Increases and Eligibility 4

- Employees on Salary Schedules 4
- Employees on Pay Ranges 4

Salary Placement of New Hires 4

- Salary Schedules – Teacher/Librarian/Nurse (RN) 4
- Salary Placement – Career and Technical Education Teachers 4
- Salary Range Placement – Exempt and Nonexempt Staff 5

Promotion Increase 5

Reassignments 6

- Pay Adjustments for Reassignment to a Lower Pay Grade 7

Review and Adjustment of Pay Ranges 7

Reinstatement Following Break in Service 7

Extracurricular Stipends 7

Performance Pay-Teacher Incentive Allotment (TIA) 8

Compensation Policy

Refer to board policies of DEA, DEAA, and DEAB Legal and Local for all district policies and state and federal regulations governing employee pay practices. The superintendent shall recommend an annual compensation plan for all district employees to the board for approval. The employee compensation plan may include wage and salary structures, stipends, benefits, and incentive pay plans. The superintendent and designees shall administer the compensation plans consistent with board policies, the annual budget approved by the board, and these administrative guidelines.

Description of Pay Systems

Employee's pay systems are designed and administered for the purpose of attracting and retaining qualified employees to achieve the goals of the district. Human Capital is responsible for the maintenance and administration of employee pay systems. Teachers, Librarians, and Nurses (RN) will be hired according to a salary schedule that correlates salaries to total years of creditable service in their positions, subject to subsequent pay increases as approved by the Board. Other district jobs will be assigned to a pay grade and range structure that sets the range of pay for the position. Jobs are assigned to pay grades based on required job qualifications and skills; job duties and responsibilities defined by the district; and competitive job market rates for comparable jobs.

The district pay plan includes:

- Teacher, Librarian, and Nurse (RN)
- Administrative Education Exempt Staff
- Administrative Management Exempt Staff
- Administrative Support Nonexempt Staff
- Instructional Support Nonexempt Staff
- Auxiliary Nonexempt Staff

Pay ranges and salary schedules are reviewed and adjusted periodically. Employee pay is adjusted based on the pay increase budget and guidelines approved by the board annually.

Job Description

Job documentation is an essential function in the administration of the compensation system. Accurate and complete job documentation will be collected and maintained by Human Capital with input from job supervisors. Job descriptions will define job qualifications, job purpose, major duties and responsibilities, working conditions, and exemption status. Job titles are assigned by Human Capital to accurately reflect the level and nature of work and the organizational structure of the district. Job descriptions will be reviewed and updated as necessary by Human Capital with input from employee supervisors as needed and/or at each vacancy. Employees and their supervisors will sign off on job descriptions annually at each employee's annual review, acknowledging and agreeing to the general responsibilities of the job.

Duty Calendars

Duty calendars are determined based on the business needs of the district and will align with pay cycles. The district will strive to maintain fewer duty calendar variations. When an employee's duty calendar must be changed to meet new or adjusted needs of the district, the employee's current total annual salary should not be reduced if days are reduced. Instead, the current daily rate or hourly rate should be adjusted to arrive at the same annual salary as the employee began the year.

Pay Cycles

The pay cycle will be determined by the job's exemption status. Salaried, professional jobs are paid biweekly or monthly, while nonexempt hourly positions will be paid biweekly. Starting July 2025, any new employees with the status of salary professional will only have the option of monthly pay. The time in which employees receive pay will algin with when the work is completed. Specific pay calendars will be distributed each year by the district.

- Monthly: Employees are paid on the 25th day of each month.
- Bi-Weekly: Employees are paid every other week on Friday. Employees will receive a total of 26 checks throughout the year.

Exemption Status

All jobs will be classified as exempt or nonexempt in accordance with the requirements of the federal Fair Labor Standards Act (FLSA) and documented in the job description. Human resources will determine the classification of each position based on a description of assigned job duties and weekly pay. In order to be exempt, the employee's primary duties must meet the requirements defined by federal regulations for the executive, administrative, professional, or computer employee exemption test or be a teacher, and the employee must meet federal salary requirements. All employees who do not meet the legal requirements for exemption are classified as nonexempt.

Job Classification

For employees subject to a classification structure, a position's classification determines the assigned pay range for a job. Job classification is based on job requirements, assigned duties, and market rates. All jobs under this structure are classified for pay based on the relative level of knowledge and skill requirements, scope and complexity of assigned duties, job accountability, and working conditions. Human resources will collect job information, evaluate jobs for classification purposes, and assign jobs to pay grades.

Classification of New Positions

Prior to posting, new positions must have a written job description created collaboratively by human capital and the hiring supervisor. Human resources will recommend to the superintendent the pay grade classification of new positions based on the job description, qualifications required, and market value. New positions must be classified in the pay system prior to hiring new employees.

Job Reclassification

A job reclassification occurs when a job classification is changed to a higher or lower pay range. Jobs may be reclassified as a result of a significant and sustained change in job duties assigned, a need to improve internal pay equity with similar jobs, or a change in competitive market rates.

Procedures for Job Reclassification

Review of job reclassifications must be initiated by the cabinet-level supervisor or by Human Capital. Reviews will be conducted as follows: A request for a job classification review must be submitted on a form provided by Human Capital that describes the rationale for reclassifying the position and provides an explanation of changes in job duties and responsibilities. The request also should include current and proposed job descriptions. The request must be approved by the cabinet-level supervisor before submitting to human capital.Human Capital will review the request and obtain additional information if needed. Additional information may be obtained from the supervisor and/or employee(s), or by analyzing external job market pay data. Human Capital will evaluate the job classification and prepare a recommendation for review by the superintendent or designee.

Salary Adjustments for Job Reclassification

A change in job classification may change an employee's long-term pay advancement. Salary adjustments cannot be made for contract employees after the beginning of the contract term unless the job responsibilities have changed. Aside from prohibited salary changes for contract employees during the contract term, salary adjustments for job reclassification may be approved in the following circumstances:

- If the job is reclassified upward due to an increase in responsibilities, the procedure for promotion increases may be applied;
- If the job is reclassified due to organizational changes, there may be no immediate pay increase;
- If the job is reclassified due to a change in the competitive job market for hard-to-fill positions, equity adjustments may be made at the direction of the superintendent subject to contractual pay change restrictions;
- If the job is reclassified to a lower pay range based on a reduction in assigned responsibilities, the employee's pay may be reduced at the direction of the superintendent for the following school year. Refer to procedures on pay adjustments for reassignment to a lower pay grade.

General Pay Increases and Eligibility

General Pay Increases (GPI) are contingent upon budget availability and are not guaranteed. Employee compensation will be reviewed annually for potential adjustment. If funds are available, the superintendent will recommend a GPI to the Board of Trustees based on the amount budgeted for pay raises and subject to board approval. General pay increases provide the same dollar amount of increase to employees in the same pay grade calculated based on their paygrade midpoint (for employees subject to the classification system) or current salary (for all other employees).To receive a general pay increase, an employee must be in a paid status or on an approved, non-disciplinary leave of absence at the time of the first pay cycle reflecting the pay increase.

Placement of New Hires

Salary Placement-Schedules for Teachers, Librarians, and Nurses (RN)

Salaries for teachers, librarians, nurses (RN) who are new to the district will be determined by total creditable years of service in similar positions in educational institutions and the district's salary schedule for the current year. Creditable years of service will be determined by Human Capital as defined by state regulation at the time of employment (TAC Title 19, par II, 153.1021). New hires will receive salary credit for years of service up to a maximum of 20 years.

Salary Placement – Career and Technical Education Teachers

Career and technical education teachers may be granted additional years of placement credit for work experience that is related to the career and technology field in which they are currently teaching. Experience of credit will be documented and verified by Human Capital. Credit above the two years of work experience requirement as defined by state regulation may be granted in the following manner:

- 1 year of placement credit on the teacher scale for every 1 full year of related experience up to 10 years (1 for 1 credit); and
- 1 year of placement credit on the teacher scale for every 2 full years of related experience for more than 10 years up to the hiring schedule maximum years (1 for 2 credit).

Example – Salary placement for health sciences teacher with experience credit of 12 full years of previous nursing experience:

1 for 1 credit up to 10 year	= 10 years
1 for 2 credit for years 11 and 12 =	1 years
	= 11 years of credit

Salary Placement – JROTC Instructors

JROTC instructors will be paid the higher of the Minimum Instructor Pay (MIP) amount provided to the district by the military or the standard teacher salary for his or her creditable years of experience. Pay for JROTC instructors will be increased annually as needed to comply with the MIP statements provided directly to the district by the military, and increases may occur at a different time than other employees to align with the timing of military salary adjustments. JROTC instructors should receive either the increase dictated by the military or the school district pay increase, but not both.

Instructional Aide Experience

A certified instructional aide who becomes a certified teacher must be given up to two years of service credit for salary placement if all the following caveats for the instructional aide apply:

- Held a teaching aide certificate at the time the service was rendered
- Was employed by an entity recognized for creditable years of service
- Met the minimum requirements for days of service as specified in TAC Chapter 153.1021 (f)

The intent of the rule is to provide teacher aides with an incentive to seek certification as classroom teachers. Additionally, prior instructional aide experience must be verified on the teacher service record form (FIN-115) or a similar form containing the same information.

Salary Placement – Exempt and Nonexempt (Pay Range Plans)

Starting pay for a new hire in a pay range plan will be determined individually based on each person's job-related experience and qualifications, and salaries paid to peer employees in the same position with similar experience. Salaries are developed based on prior verifiable years of experience. Prior years of experience will have to be verified and relatable to the position. Employees have **30 calendar days** from the date of hire to submit documentation of prior experience to receive credit. A salary is considered final after the employee has submitted all verification of employment letters and/or the **30-calendar** day period for submitting the verification of employment letter(s) has expired. Requests by departments for salary changes will not be considered for new hires or promotions after the deadlines herein have expired.

Peer equity: In multi-incumbent positions (e.g., instructional asst., coordinator, accountant), starting pay for a new hire should not exceed rates being paid to other employees in the same job with similar experience and qualifications.

Midpoint limit: Starting salary may be set up to the midpoint of the pay range based on job-related prior experience and qualifications, and the salary of peer employees. With approval from the superintendent, a starting salary may exceed the midpoint of the pay range and/or peer employees for hard-to-fill positions.

Placement credit for prior experience: Starting pay for exempt employees that require prior experience may utilize the following guidelines for calculation but will still be evaluated against peer equity and midpoint limits before a final amount is determined.

- **Placement scales** may be used to determine rates of pay for newly hired employees on the clerical paraprofessional/instructional support/auxiliary scale, which are included on pay plans. Individual employee placement may be based on experience granted by human capital based on the district's salary placement scale for nonexempt jobs. Current employees may be paid above the placement scale. Salary placement scales are reviewed and may be adjusted on an annual basis, and salary advancement is not guaranteed.
- **Credit for teaching experience** is limited to 5 years for salary placement for teachers promoted to a position that requires educator certification on the Administrative Professional pay schedule.
- **Teacher Residents** who successfully complete one full year within the district will be granted one year of teaching experience.
- Starting pay for **exempt and nonexempt** jobs that require prior experience may utilize the following guidelines for calculation but will still be evaluated against peer equity and midpoint limits before a final amount is determined.

Skills/Task Verified Experience Level	Year's Experience	Pay Ratio from Midpoint
Meets minimum qualifications or limited job experience	0-1	Starts in the minimum
Direct job experience with at least 2 years certified with key job skills	2-5	89%
Direct job experience in the same job for more than 6 years	6-10	92%
Highly experienced in the same work with 11 or more years' experience	11-15	95%
Highly experienced with critical skills matching job duties	16+	99%

Reassignments

Pay Adjustment for Reassignment to a Higher Pay Grade

A promotion occurs when an employee is moved to a different job in a higher pay grade. Salary placement for an employee who is promoted to a job in a pay grade with a higher midpoint will follow the guidelines for placement of a new hire with additional adjustments made as needed to achieve pay equity among peer employees. Employees promoted internally will not be paid less than a new hire with similar experience. A promotion is defined as a movement to a new position with a midpoint that is considerably greater than the midpoint of the previous position's pay grade. The number of contract days or applicable district calendar days of both positions will be considered. Pay increases, as applicable, will be determined by the Compensation Department in a manner consistent with this manual.

Any promotion which would result in a 15% increase or greater to an employee's daily rate may be subject to review by the Superintendent. No employee shall receive a promotional increase beyond the maximum of the new salary range.

Pay Adjustments for Reassignment to a Lower Pay Grade

A reassignment to a different job in a lower pay range will result in a corresponding reduction in pay if approved by the superintendent. This includes a movement to a new position with a midpoint that is considerably less than the midpoint of the previous position's pay grade. The number of contract days or applicable district calendar days of both positions may be considered. Pay decreases, as applicable, will be determined by the Compensation Department in a manner consistent with this manual.

Contract employees: A reduction in pay as a result of a demotion will not be made during the current contract year, unless mutually agreed to by the employee and the district in writing and in consultation with a school attorney. Demotions that become effective during the contract term may result in a pay reduction for the following school year provided notice of the reduction is given to the employee before the penalty-free resignation date (e.g., 45 days before the first day of instruction for the next school year). Pay reduction for contract employees is made at the direction of the superintendent and may follow the same guidelines as pay reduction for non-contract employees.

Pay adjustments may also be made for longer or shorter work years associated with the change in duty assignment. In the case of a demotion from a pay range structure to an experience-based placement scale, salary placement will be made according to years of experience.

Review and Adjustment of Pay Ranges

Human Capital will review pay structures annually and recommend adjustments as needed to maintain competitive alignment with career pathways. Adjustments to pay ranges are made prior to the calculation of pay increases.

Extracurricular Stipends

The board will approve a schedule of salary stipends for extra duties. Exempt employees who are assigned supplemental duties that accrue extra pay will be compensated according to the district's schedule for extra duty stipends. Stipends and incentives are reviewed and modified periodically. Nonexempt employees who are assigned supplemental duties will be paid on an hourly basis including overtime compensation when hours exceed 40 in a workweek. The hours worked in supplemental duties must be combined with the hours worked in the regular job assignments for determining the total hours worked each week. Payment of extra-duty stipends for exempt employees is annualized and paid monthly over the course of the school year. Certain stipends such as UIL and Class Sponsors may be paid as a lump sum (at the end of the school year).

Performance Pay: Teacher Incentive Allotment & Principal Excellence Initiative

Performance pay will be reviewed and adopted by the board in conjunction with the compensation plan and budget adoption process. La Joya ISD has implemented a local teacher designation system for Teacher Incentive Allotment (TIA) designations. La Joya ISD also has created a strategic compensation structure for Principals, called Principal Excellence Initiative (PEI). For any TIA funds received for a designated teacher, 90 percent will be paid to the designated teacher. The other 10 percent will be used for training and support of the system, expansion of the system, and/or professional development. Should the district receive funding for a designated teacher who has resigned or retired, the district will forward payment to the resigned or retired teacher as soon as practicable.

2026-2027 New Hire Guide for Teachers
Starting Pay $ 58,300

Years of Experience	New Hire Salary
0	$58,300
1	$58,565
2	$58,860
3	$61,360
4	$61,685
5	$64,185
6	$64,560
7	$64,935
8	$65,310
9	$65,685
10	$66,185
11	$66,685
12	$67,185
13	$67,685
14	$68,185
15	$68,735
16	$69,285
17	$69,835
18	$70,435
19	$71,035
20+	$71,635

Hiring Salary Range	
10-Month Hiring Range Minimum:	$58,300
10-Month Hiring Range Maximum:	$71,635
Plus any legislative requirement	

The salaries listed above are based on 10-month employment for the 2026-2027 school year. Salary plans are determined on an annual basis and salary advancement is not guaranteed. Salaries are determined individually with consideration for job-related experience and credentials. Pay increases are based on the annual pay raise budget approved by the Board of Trustees.

$1,000 Master's Degree - General Stipend
****PK-8th Grade: Must be Applicable to teaching assignment;**

$2,000 Master's Degree - General Stipend
****9th-12th Grade: Must be In Content Area**

2026-2027 New Hire Guide for Librarians, Nurses (RN) & Other
Starting Pay $ 58,300

Years of Experience	New Hire Salary
0	$58,300.00
1	$58,600.00
2	$58,900.00
3	$59,700.00
4	$60,000.00
5	$61,000.00
6	$61,300.00
7	$61,600.00
8	$61,900.00
9	$62,200.00
10	$63,200.00
11	$63,700.00
12	$64,200.00
13	$64,700.00
14	$65,200.00
15	$66,200.00
16	$66,700.00
17	$67,200.00
18	$67,700.00
19	$68,200.00
20+	$68,700.00

The salaries listed above are based on 10-month employment for the 2026-2027 school year. Salary plans are determined on an annual basis and salary advancement is not guaranteed. Pay increases are based on the annual pay

Other Professionals	
Literacy Intervention Specialist	187
Nurse: Elementary	187
Nurse: Middle School / Highschool	192
Librarians	197
CCMR Coaches	197
Testing Strategist	197
Freshmen Success Coach	197
Special Ed Case Manager	197
CTE Strategist	207

PEI - Principals Excellence Initiative	
Founding Middle School Principal-Career Academy	220
Principals ES	217
Principals MS	220
Principals HS/ECHS	226

Note: Initial Principal salary offers are at the Progressive equivalent for novice Principals or the Proficient I level for experienced principals. New to district Principals will receive the pay level indicated above or their current salary, whichever is higher, for the first year only. The pay grade tables are for matching current salaries only, not to set new Principal salaries.

2026-2027 Proposed Administrative Education Pay Plan

Pay Grade	Job Title	Calendar
1		
	Occupational Therapist Assistant	187
	Pep Life Skills Coach	207
	Social Worker	187
	Speech Therapy Assistant	187
2		
	Assistant Principal: ES	207
	Campus Behaivior Coordinator	207
	Counselor: Behavioral & Mental Health Specialist	207
	Counselor: ES	202
	Counselor: HS	207
	Counselor: MS	207
	Facilitator: Gear Up	197
	Specialist: Attendance Improvement	202
	Specialist: Family & Community Outreach	202
	Speech Therapist	187
	Strategist: Child Find	187
3		
	Assistant Director: Athletics	226
	Assistant Director: Fine Arts	207
	Assistant Principal: MS	207
	Coordinator: Fine Arts	197
	Coordinator: Nurse	226
	Coordinator: UIL	207
	Diagnostician	202
	High School Band Director	217
	Occupational Therapist	202
	Physical Therapist	202
	School Psychologist (LSSP)	202
	Speech Language Pathologist	202
4		
	Assistant Principal: HS	212
	Coordinator: Assessment & Accountability	226
	Coordinator: Athletics Female	226
	Coordinator: Athletics Male	226
	Instructional Specialist: CTE	226
	Instructional Specialist: Dual/ESL/Migrant	226
	Instructional Specialist: Early Learning	226
	Instructional Specialist: Literacy	226
	Instructional Specialist: Mathematics	226
	Instructional Specialist: Physical Education & Health	226
	Instructional Specialist: Science	226
	Instructional Specialist: Social Studies	226
	Instructional Specialist: Special Education	226

Calendar Days	Minimum	Midpoint	Maximum
Daily Rate	$307.83	$370.10	$432.37
187 Days	57,563	69,209	80,854
207 Days	63,720	76,611	89,501

Daily Rate	$335.53	$403.41	$471.30
187 Days	62,745	75,438	88,133
197 Days	66,100	79,472	92,846
202 Days	67,778	81,489	95,202
207 Days	69,455	83,506	97,558

Daily Rate	$355.67	$427.63	$499.58
197 Days	70,067	84,242	98,417
202 Days	71,845	86,380	100,915
207 Days	73,624	88,518	103,413
217 Days	77,180	92,795	108,409
226 Days	80,381	96,643	112,905

Daily Rate	$377.01	$453.28	$529.55
212 Days	79,926	96,096	112,265
226 Days	85,204	102,442	119,679

Pay Grade	Job Title	Calendar	Calendar Days	Minimum	Midpoint	Maximum
5			Daily Rate	$414.34	$494.07	$574.83
	Principal: ES	217	217 Days	89,911	107,213	124,739
6			Daily Rate	$438.11	$523.82	$609.32
	Director: Afterschool Centers on Education	217	197 Days	86,308	103,192	120,035
	Director: Hope Academy	217	217 Days	95,070	113,668	132,222
	Director: College & Career Center	226	220 Days	96,384	115,240	134,050
	Principal: MS	220	226 Days	99,013	118,383	137,706
7			Daily Rate	$464.39	$555.13	$645.87
	Director: Academic Advancement	226	217 Days	100,772	120,463	140,154
	Director: CTE	226	226 Days	104,951	125,459	145,967
	Director: Family & Community Outreach	226				
	Director: Counseling	226				
	Director: Human Capital	226				
	Director: Instructional Technology	226				
	Director: MTSS & Intervention Systems	226				
	Director: Gifted/Talented, 504 & Community School Services	226				
	Director: Special Education	226				
	Director: Student Support Services	226				
	Director: Talent Development	226				
8			Daily Rate	$492.25	$588.43	$684.61
	Executive Director: Athletics	226	226 Days	111,248	132,985	154,722
	Executive Director: College & Career Success	226				
	Executive Director: Early Learning	226				
	Executive Director: Fine Arts	226				
	Executive Director: Language & Literacy	226				
	Executive Director: Mathematics & Science	226				
	Executive Director: Research, Assessment & Accountability	226				
	Executive Director: School Leadership	226				
	Executive Director: Special Education & Whole Child Supports	226				
	Executive Director: Student, Family & Community Engagement	226				
	Executive Director: Talent Development & Strategic Staffing Initiatives	226				
	Principal: HS/ECHS	226				
	Senior Executive Director: School Leadership	226				
9			Daily Rate	$571.80	$679.64	$787.47
	Deputy Chief of Academic Supports & Student Enrichment	226	226 Days	129,228	153,598	177,967
	Deputy Chief of Instructional Support & School Leadership	226				
	Deputy Chief of Human Capital, Talent Development & Strategic Staffing	226				
	Deputy Chief of Strategic Initiatives & School Performance	226				
10			Daily Rate	$744.08	$859.63	$975.17
	Chief of Academics & School Leadership	226	226 Days	168,162	194,276	220,388
	Chief of Business, Finance & Administrative Services	226				
	Chief of Human Capital & Talent Development	226				
	Chief of Operations & Infrastructure	226				
	Chief Technology Officer	226				
11			Daily Rate	$889.03	$1,027.09	$1,165.13
	Deputy Superintendent	226	226 Days	200,920	232,121	263,320

2026-2027 Proposed Administrative Management Pay Plan

Pay Grade	Job Title	Calendar
1		
	Not in use	

Calendar Days	Minimum	Midpoint	Maximum
Daily Rate	$227.65	$275.30	$322.95

2		
	Administrator: Risk Management	226
	Administrator: Sports & Activities Complex	244
	Buyer	226
	Internal Affairs Investigator	226
	Manager: Physical Plant & Asset (Inventory)	226
	Specialist: Accounting	226
	Specialist: Accounts Payable	226
	Specialist: Attendance Support	187
	Specialist: Audio & Visual	226
	Specialist: CNS Menu & Production	226
	Specialist: Digital Media	226
	Specialist: Energy Management	244
	Specialist: Facilities	226
	Specialist: Grant	226
	Specialist: Graphic Design	226
	Specialist: Hearing & Transition	187
	Specialist: Human Capital Personnel	226
	Specialist: Media & Events	226
	Specialist: Payroll	226
	Specialist: PEIMS Data	226
	Specialist: Professional Insurance	226
	Specialist: Public Relations	226
	Specialist: Purchasing	226
	Specialist: Special Education (PEIMS)	226
	Specialist: Special Education (SHARS)	226
	Specialist: Transportation Operations	226
	Specialist: Video Producer	226
	Specialist: Videographer/Editor	226
	Specialist: Workforce Time Management	226

Daily Rate	$254.97	$308.33	$361.69
187 Days	47,679	57,658	67,637
226 Days	57,622	69,683	81,743
244 Days	62,212	75,233	88,254

3		
	Accountant: Admin & Finance	226
	Accountant: Employee Benefits	226
	Compensation Analyst	226
	Mechanic: Certified Diesel	244
	Position Control Analyst	226
	Senior Buyer	226

Daily Rate	$297.48	$357.67	$417.85
226 Days	67,232	80,833	94,434
244 Days	72,586	87,271	101,955

2026-2027 Proposed Administrative Management Pay Plan

4	
Computer Programmer	226
Coordinator: Assets & Warehouse	244
Coordinator: Child Nutrition Services	226
Coordinator: Community Engagement and Programming	226
Coordinator: Cybersecurity	226
Coordinator: Employee Benefits	226
Coordinator: Employee Relations & Compliance	226
Coordinator: Facilities	244
Coordinator: Human Capital	226
Coordinator: Learning Innovation	226
Coordinator: Network and Support	226
Coordinator: Physical Plant	244
Coordinator: Pupil Attendance/Records Retention	226
Coordinator: Strategic Communications and Projects	226
Police Captain	226

Daily Rate	$334.67	$402.38	$470.09
226 Days	75,635	90,938	106,241
244 Days	81,659	98,181	114,702

5	
Assistant Director: Child Nutrition	226
Assistant Director: Transportation	226
Software Engineer: App & Software Development	226
Manager: Campus & Student Activity Funds	226

Daily Rate	$366.91	$438.59	$510.28
226 Days	82,921	99,122	115,324

6	
Coordinator: PEIMS	226

Daily Rate	$399.92	$478.06	$556.21
226 Days	90,381	108,043	125,704

7	
Director: Accounting	226
Director: Accounts Payable	226
Director: Budget	226
Director: Child Nutrition Services	226
Director: Custodial Services	244
Director: Energy Management	226
Director: Payroll	226
Director: Purchasing	226
Director: Risk Management & Employee Benefits	226
Director: State & Federal Programs	226
Director: Transportation	226

Daily Rate	$422.59	$509.14	$595.69
226 Days	95,505	115,065	134,626
244 Days	103,112	124,230	145,348

2026-2027 Proposed Administrative Management Pay Plan

8	
Director: Application & Software Development	226
Director: Data Quality	226
Director: Emergency Management	244
Director: Network & Information Systems	226
Director: Public Relations & Communications	226
Executive Director: Budget	226
Executive Director: Operations & Campus Maintenance	244
Executive Director: Payroll	226

Daily Rate	$453.60	$547.38	$630.86
226 Days	102,514	123,709	142,575
244 Days	110,679	133,562	153,931

9	
Not in use	

Daily Rate	$481.29	$585.63	$666.04

10	
Deputy Chief of Business & Finance	226
Deputy Chief of Facilities & Operations	226
Chief of Police	244

Daily Rate	$561.60	$664.35	$770.21
226 Days	126,921	150,143	174,068
244 Days	137,030	162,101	187,932

2026-2027 Proposed Administrative Support Pay Plan

Pay Grade	Job Title	Calendar
1		
	Not in use	

Calendar Days	Minimum	Midpoint	Maximum
Hourly	$13.74	$16.44	$19.14

Pay Grade	Job Title	Calendar
2		
	Clerk: Assistant Principal	207
	Clerk: Assistant Principal/Counselors'	212
	Clerk: Assistant Principal/Counselors' - ES	207
	Clerk: Counselors'	207
	Clerk: Custodial Delivery	244
	Migrant Recruiter	226
	Parent, Family & Community Liaison	187
	Receptionist	217/226

Hourly	$15.39	$18.58	$21.77
187 Days	23,021	27,797	32,574
207 Days	25,483	30,770	36,058
212 Days	26,098	31,514	36,929
217 Days	26,714	32,257	37,800
226 Days	27,822	33,595	39,368
244 Days	30,038	36,271	42,503

3		
	Clerk: Asset Management Inventory	226
	Clerk: Attendance	192
	Clerk: Attendance/Counselors'	207
	Clerk: CNS Food Service Inventory	226
	Clerk: Copy Center	226
	Clerk: Data Entry	226
	Clerk: Data Entry Title III	226
	Clerk: Federal/State Programs Data Entry	226
	Clerk: LPAC	192
	Clerk: Mail Warehouse	226
	Clerk: Maintenance Parts	226
	Clerk: PEIMS	220
	Clerk: PEIMS/Attendance	187
	Migrant Home Educator	226

Hourly	$17.04	$20.72	$24.41
187 Days	25,486	31,003	36,519
192 Days	26,168	31,831	37,495
207 Days	28,212	34,318	40,425
220 Days	29,984	36,474	42,963
226 Days	30,801	37,468	44,135
244 Days	33,255	40,452	47,650

4		
	Clerk: Business HS	217
	Clerk: Accounts Payable	226
	Clerk: Accounts Payable CNS	226
	Clerk: Accounts Payable Warehouse	226
	Clerk: Athletic Purchasing	226
	Clerk: CNS Production Records	226
	Clerk: CNS Purchasing	226
	Clerk: Inventory/Purchasing	226
	Clerk: Warehouse Inventory	244
	Clerk: Golf Course Shop	244
	Clerk: Registrar	226
	Workforce Timekeeper	226

Hourly	$18.75	$22.80	$26.86
217 Days	32,543	39,588	46,633
226 Days	33,893	41,230	48,567
244 Days	36,592	44,514	52,435

2026-2027 Proposed Administrative Support Pay Plan

Pay Grade	Job Title	Calendar
5		
	Admin. Assistant: Admissions & Records	226
	Admin. Assistant: Athletics	226
	Admin. Assistant: Campus CCC	226
	Admin. Assistant: Campus ES	217
	Admin. Assistant: Campus MS	220
	Admin. Assistant: Child Nutrition	226
	Admin. Assistant: Coordinator	226
	Admin. Assistant: Custodial	226
	Admin. Assistant: Data Quality/Software Dev	226
	Admin. Assistant: Director	226
	Admin. Assistant: Evaluation & Accountability	226
	Admin. Assistant: Instructional Tech/NCIS	226
	Admin. Assistant: Internal Audit	226
	Admin. Assistant: Police	226
	Admin. Assistant: Public Information	226
	Admin. Assistant: State & Federal Programs	226
	Admin. Assistant: Student Service	226
	Admin. Assistant: Transportation	226
	Admin. Assistant: Utilities & Compliance	226
	Dispatcher: Transportation	226
6		
	Admin. Assistant: Campus HS/ECHS	226
	Admin. Assistant: Executive Director	226
	Specialist: Admissions & Enrollment	226
	Specialist: Campus Student Attendance	187
	Specialist: Certification	226
	Specialist: CNS Purchasing	226
	Specialist: Employee Benefits	226
	Specialist: Human Capital Substitute	226
	Specialist: Inventory CNS	226
	Specialist: Migrant New Generation	226
	Specialist: Records	226
	Specialist: Transportation Training/Safety	226
	Specialist: FMLA	226
	Technician: Network I	226

Calendar Days	Minimum	Midpoint	Maximum
Hourly	$18.75	$22.80	$26.86
217 Days	32,543	39,588	46,633
226 Days	33,893	41,230	48,567
244 Days	36,592	44,514	52,435

Hourly	$22.28	$27.10	$31.92
187 Days	33,329	40,541	47,752
226 Days	40,280	48,996	57,711

2026-2027 Proposed Administrative Support Pay Plan

Pay Grade	Job Title	Calendar
7		
	Admin. Assistant: Chief	226
	Admin. Assistant: Deputy Chief	226
	Communication Engineer	197
	Production Assistant: Performing Arts Center	226
	Supervisor: Asset Management	226
	Supervisor: Inventory Warehouse Operator	226
	Technician: Network II	226
8		
	Admin. Assistant: Deputy Superintendent	226
	Admin. Assistant: Superintendent	226
	Specialist: Network Administrative	226
9		
	Admin. Assistant: Board of Trustees	226

Calendar Days	Minimum	Midpoint	Maximum
Hourly	**$25.03**	**$30.35**	**$35.68**
197 Days	39,446	47,838	56,230
226 Days	45,252	54,880	64,508

Hourly	**$28.94**	**$35.21**	**$41.47**
226 Days	52,329	63,651	74,974

Hourly	**$31.90**	**$38.16**	**$44.42**
226 Days	57,674	67,000	80,318

2026-2027 Administrative Support Placement Scale

La Joya ISD

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district. Current employee

Range Position	2025-2026 Total Exp	Pay Grades						
		2	3	4	5	6	7	8
Minimum	**0**	**$15.39**	**$17.04**	**$18.75**	**$20.26**	**$22.28**	**$25.03**	**$28.94**
	1	$15.55	$17.22	$18.95	$20.48	$22.52	$25.30	$29.26
	2	$15.71	$17.40	$19.15	$20.70	$22.76	$25.56	$29.57
	3	$15.87	$17.59	$19.35	$20.92	$23.00	$25.83	$29.88
	4	$16.03	$17.77	$19.56	$21.14	$23.24	$26.09	$30.20
	5	$16.19	$17.96	$19.76	$21.35	$23.48	$26.36	$30.51
	6	$16.35	$18.14	$19.96	$21.57	$23.73	$26.63	$30.82
	7	$16.51	$18.33	$20.17	$21.79	$23.97	$26.89	$31.13
	8	$16.67	$18.51	$20.37	$22.01	$24.21	$27.16	$31.45
	9	$16.83	$18.70	$20.57	$22.23	$24.45	$27.43	$31.76
	10	$16.98	$18.88	$20.78	$22.45	$24.69	$27.69	$32.07
	11	$17.14	$19.06	$20.98	$22.67	$24.93	$27.96	$32.39
	12	$17.30	$19.25	$21.18	$22.89	$25.17	$28.22	$32.70
	13	$17.46	$19.43	$21.38	$23.11	$25.41	$28.49	$33.01
	14	$17.62	$19.62	$21.59	$23.32	$25.65	$28.76	$33.33
	15	$17.78	$19.80	$21.79	$23.54	$25.89	$29.02	$33.64
	16	$17.94	$19.99	$21.99	$23.76	$26.14	$29.29	$33.95
	17	$18.10	$20.17	$22.20	$23.98	$26.38	$29.56	$34.27
	18	$18.26	$20.35	$22.40	$24.20	$26.62	$29.82	$34.58
	19	$18.42	$20.54	$22.60	$24.42	$26.86	$30.09	$34.89
Midpoint	**20**	**$18.58**	**$20.72**	**$22.80**	**$24.64**	**$27.10**	**$30.35**	**$35.21**

2026-2027 Proposed Instructional Support Pay Plan

Pay Grade	Job Title	Calendar
1		
	Not in use	
2		
	Instructional Assistant: (48 hours)	187
3		
	Nurse Aide	192
4		
	Instructional Assistant: (Associate's Degree)	187
	Instructional Assistant: Teacher Residents	142
5		
	Instructional Assistant II: (Bachelor's Degree)	187
	LVN	187

Calendar Days	Minimum	Midpoint	Maximum
Hourly	$13.74	$16.44	$19.14
Hourly	$15.27	$18.26	$21.25
187 Days	22,851	27,320	31,788
Hourly	$16.81	$20.09	$23.36
192 Days	25,820	30,851	35,882
Hourly	$18.68	$22.08	$25.48
142 Days	21,225	25,087	28,948
187 Days	27,952	33,036	38,121
Hourly	$20.56	$24.30	$28.04
187 Days	30,756	36,349	41,943

2026-2027 Instructional Support Pay Placement Scale

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district. Current employees may be paid above this placement scale. This scale is for placement of new hires only. Future wage increases are determined annually and are not guaranteed.

Range Position	2026-2027 Total Exp	2	3	4	5
Minimum	0	$15.27	$16.81	$18.68	$20.56
	1	$15.42	$16.97	$18.85	$20.75
	2	$15.57	$17.14	$19.02	$20.93
	3	$15.72	$17.30	$19.19	$21.12
	4	$15.87	$17.46	$19.36	$21.31
	5	$16.02	$17.63	$19.53	$21.49
	6	$16.17	$17.79	$19.70	$21.68
	7	$16.32	$17.96	$19.87	$21.87
	8	$16.47	$18.12	$20.04	$22.05
	9	$16.62	$18.28	$20.21	$22.24
	10	$16.77	$18.45	$20.38	$22.43
	11	$16.92	$18.61	$20.55	$22.62
	12	$17.07	$18.77	$20.72	$22.80
	13	$17.22	$18.94	$20.89	$22.99
	14	$17.37	$19.10	$21.06	$23.18
	15	$17.52	$19.27	$21.23	$23.36
	16	$17.66	$19.43	$21.40	$23.55
	17	$17.81	$19.59	$21.57	$23.74
	18	$17.96	$19.76	$21.74	$23.92
	19	$18.11	$19.92	$21.91	$24.11
Midpoint	20	$18.26	$20.09	$22.08	$24.30

2026-2027 Proposed Auxiliary Pay Plan

Pay Grade	Job Title	Calendar
1		
	Bus Personal Care Assistant (7 hours)	187
	Cafeteria Helper	187
	Head Lifeguard: Aquatic Center	244
2		
	Custodian	226
	Custodian: CNS	226
	Groundskeeper	244
3		
	Security Guard	187
	Cafeteria Van Driver	226
4		
	Cafeteria Manager: ES/MS	187
	Delivery Driver: CNS Level II	226
	Lab Driver: Mobile Tech	226
	Custodian: Head	244
	Equipment Operator	244
	Painter	244
5		
	Cafeteria Manager: HS	187
	Communications Officer	226
	Carpenter	244
	Electrician	244
	General Maintenance: CNS	244
	Locksmith	244
	Plumber	244
	Welder	244
6		
	Specialist: CNS Safety Compliance	226
	Specialist: Training & Safety	226
	Electrician: Journeyman	244
	HVAC: Controls	244
	Manager: Aquatic Center	244
	Manager: Compliance & Energ	244
	Manager: Custodial Night	244
	Manager: Custodial Inventory	244
	Manager: Physical Plant Inventory	244
	Manager: Shop	244

Calendar Days	Minimum	Midpoint	Maximum
Hourly	$13.29	$16.07	$18.85
187 Days (7 hours)	17,393	21,033	24,673
187 Days	19,877	24,038	28,198
244 Days	25,936	31,365	36,793

Hourly	$14.08	$17.04	$19.99
226 Days	25,457	30,801	36,146
244 Days	27,484	33,255	39,025

Hourly	$14.92	$18.05	$21.17
187 Days	22,327	26,996	31,665
226 Days	26,984	32,626	38,269

Hourly	$15.98	$19.31	$22.65
187 Days	23,899	28,892	33,884
226 Days	28,883	34,917	40,951
244 Days	31,184	37,698	44,212

Hourly	$17.89	$21.63	$25.37
187 Days	26,765	32,358	37,952
226 Days	32,347	39,107	45,867
244 Days	34,923	42,222	49,520

Hourly	$20.75	$25.09	$29.43
226 Days	37,524	45,364	53,204
244 Days	40,513	48,977	57,442

2026-2027 Proposed Auxiliary Pay Plan

Pay Grade	Job Title	Calendar
6		
	Mechanic: Transportation	244
	Operator: Pool Maintenance	244
	Technician: AC Journeyman	244
	Technician: Chiller	244
	Technician: Compliance	244
7		
	Police Officer	226
	Supervisor: CNS Field Warehouse	226
	Supervisor: Security	226
	Supervisor: Compliance	244
	Supervisor: Groundskeeper	244
	Supervisor: Transportation	244
	Supervisor: Wastewater	244
8		
	Sergeant	226
BD		
	Bus Driver (7 Hours)	187

Calendar Days	Minimum	Midpoint	Maximum
Hourly	$20.75	$25.09	$29.43
226 Days	37,524	45,364	53,204
244 Days	40,513	48,977	57,442
Hourly	$23.28	$27.35	$32.08
226 Days	42,087	49,224	58,009
244 Days	45,439	53,380	62,629
Hourly	$27.16	$32.83	$38.49
226 Days	49,107	59,350	69,592
Hourly	$18.08	$21.65	$25.24
187 Days (7 hrs)	23,662	28,341	33,033

2026-2027 Auxiliary Placement Scale

La Joya ISD

Placement scales are used to establish a minimum rate for new hires based on experience approved by the district

Range Position	2026-2027 Total Exp	Pay Grades				
		1	2	3	4	5
Minimum	**0**	**$13.29**	**$14.08**	**$14.92**	**$15.98**	**$17.89**
	1	$13.47	$14.28	$15.13	$16.20	$18.14
	2	$13.66	$14.47	$15.34	$16.42	$18.39
	3	$13.84	$14.67	$15.55	$16.64	$18.64
	4	$14.03	$14.87	$15.76	$16.87	$18.89
	5	$14.21	$15.07	$15.97	$17.09	$19.14
	6	$14.40	$15.26	$16.17	$17.31	$19.39
	7	$14.58	$15.46	$16.38	$17.53	$19.64
	8	$14.77	$15.66	$16.59	$17.76	$19.89
	9	$14.96	$15.85	$16.80	$17.98	$20.13
	10	$15.14	$16.05	$17.01	$18.20	$20.38
	11	$15.33	$16.25	$17.21	$18.42	$20.63
	12	$15.51	$16.44	$17.42	$18.65	$20.88
	13	$15.70	$16.64	$17.63	$18.87	$21.13
	14	$15.88	$16.84	$17.84	$19.09	$21.38
Midpoint	**15**	**$16.07**	**$17.04**	**$18.05**	**$19.31**	**$21.63**

Seasonal	Life Guard (LG)	$10.92/hour

6	7	8	BD
$20.75	**$21.66**	**$27.16**	**$18.08**
$21.04	$22.04	$27.54	$18.31
$21.33	$22.42	$27.92	$18.55
$21.62	$22.80	$28.29	$18.79
$21.91	$23.18	$28.67	$19.03
$22.20	$23.56	$29.05	$19.27
$22.49	$23.94	$29.43	$19.51
$22.78	$24.31	$29.80	$19.74
$23.07	$24.69	$30.18	$19.98
$23.36	$25.07	$30.56	$20.22
$23.65	$25.45	$30.94	$20.46
$23.93	$25.83	$31.32	$20.70
$24.22	$26.21	$31.69	$20.94
$24.51	$26.59	$32.07	$21.17
$24.80	$26.97	$32.45	$21.41
$25.09	**$27.35**	**$32.83**	**$21.65**

2026-2027 Stipends

Teacher Certification and Degrees		
Staff	**Stipend Description**	**2026-2027 Stipend Amount**
7th - 12th	Science and Math Teachers	$2,000.00
PK - 8th	Master's Degree (Must be applicable to teaching assignment)	$1,000.00
9th - 12th	*Master's Degree in content area (All HS campuses) [1]	$2,000.00
PK - 12th	*Doctoral Degree (Must be applicable to teaching assignment) [2]	$3,000.00

Dual Language/ESL		
Staff	**Stipend Criteria**	**2026-2027 Stipend Amount**
PK - 5th	Hold a Bilingual Certificate or an ESL Certificate (only for DL team teaching) Must complete 12 hours of staff development in the areas of Bilingual/ESL education on a yearly basis. Must have class enrollment of 10+ Emergent Bilingual students per semester (Parent Denials do not count in enrollment count) Must provide instruction for at least half of the instructional day to Emergent Bilingual students. PK Multi-Age Stipend. Teacher must be the teacher of record for Emergent Bilingual students participating in the program and implement the DLE program effectively.	$1,800.00
PK - 5th Self-Contained Special Education Teachers	Hold a Bilingual Certificate. Must complete 12 hours of staff development in the areas of Bilingual/ESL education on a yearly basis. Must have class enrollment of 1 to 9 Emergent Bilingual students. Teacher provides instruction for at least half of the instructional day to Emergent Bilingual students.	$1,000.00
6th - 12th	Hold a Bilingual Certificate or ESL Certificate. Must complete 12 hours of staff development in the areas of Bilingual/ESL education on a yearly basis. Must have class enrollment of 10+ Emergent Bilingual students. Must provide instruction for at least half of the instructional day to Emergent Bilingual students. Teacher must be the RLA/ELA/ESOL teacher of record for Emergent Bilingual students participating in the program and implement the ESL program effectively.	$1,500.00
6th - 12th Self-Contained Special Education Teachers	Hold a Bilingual Certificate or ESL Certificate. Must complete 12 hours of staff development in the areas of Bilingual/ESL education on a yearly basis. Must have class enrollment of 10+ Emergent Bilingual students. Hold a Bilingual Certificate or ESL Certificate [3]	$1,000.00

Special Education		
Staff	**Stipend Criteria**	**2026-2027 Stipend Amount**
TBD Based on student enrollment	Must be appropriately certified and assigned to a Resource and/or Inclusion Classroom	$1,000.00
Hiring Bonus		$5,000.00

Campus Technologist		
Staff	**Stipend Criteria**	**2026-2027 Stipend Amount**
1 per campus; 2 per Comprehensive HS	Campus Technologist	$ 1,000.00

Athletics		
Program	**Stipend Description**	**2026-2027 Stipend Amount**
Football - High School	Coordinators	$11,500.00
Football - High School	Varsity / JV Assistants	$8,000.00
Football - High School	9th Grade Assistants	$8,000.00
Volleyball - High School	Head Varsity Volleyball	$9,500.00
Volleyball - High School	Varsity/ JV Assistant Volleyball	$6,000.00

Volleyball - High School	JV Assistants Volleyball	$6,000.00
Volleyball - High School	9th Grade Assistants	$6,000.00
Cross County (Boys) - High School	Head Cross Country	$9,500.00
Cross County (Boys) - High School	Assistant CC	$6,000.00
Cross County (Girls) - High School	Head Cross Country	$9,500.00
Cross County (Girls) - High School	Assistant CC	$6,000.00
Basketball (Boys) - High School	Head Varsity Basketball	$9,500.00
Basketball (Boys) - High School	Varsity Assistant Basketball	$6,000.00
Basketball (Boys) - High School	JV Assistants	$6,000.00
Basketball (Boys) - High School	9th Grade Assistants	$6,000.00
Basketball (Girls) - High School	Head Varsity Basketball	$9,500.00
Basketball (Girls) - High School	Varsity Assistant	$6,000.00
Basketball (Girls) - High School	JV Assistants	$6,000.00
Basketball (Girls) - High School	9th Grade Assistants	$6,000.00
Track & Field (Boys) - High School	Head Varsity Track	$10,000.00
Track & Field (Boys) - High School	Varsity Assistant	$6,000.00
Track & Field (Girls) - High School	Head Varsity Track	$10,000.00
Track & Field (Girls) - High School	Varsity Assistant Track	$6,000.00
Baseball - High School	Head Varsity Baseball	$10,000.00
Baseball - High School	Varsity Assistant	$6,000.00
Baseball - High School	JV Assistants	$6,000.00
Baseball - High School	9th Grade Assistants	$6,000.00
Softball - High School	Head Varsity Softball	$10,000.00
Softball - High School	Varsity Assistant	$6,000.00
Softball - High School	JV Assistants	$6,000.00
Softball - High School	9th Grade Assistants	$6,000.00
Wrestling (Boys) - High School	Head Wrestling	$9,500.00
Wrestling (Boys) - High School	Varsity Assistant	$6,000.00
Wrestling (Girls) - High School	Head Wrestling	$9,500.00
Wrestling (Girls) - High School	Varsity Assistant	$6,000.00
Golf (Boys & Girls) - High School	Head	$9,500.00
Golf (Boys & Girls) - High School	Assistant	$5,500.00
Soccer (Boys) - High School	Head Boys Soccer	$9,500.00
Soccer (Boys) - High School	JV Assistants	$6,000.00
Soccer (Boys) - High School	Varsity Assistant	$6,000.00
Soccer (Boys) - High School	9th Grade Assistants	$6,000.00
Soccer (Girls) - High School	Head Girls Soccer	$9,500.00
Soccer (Girls) - High School	JV Assistants	$6,000.00
Soccer (Girls) - High School	9th Grade Assistants	$6,000.00
Powerlifting (Boys & Girls) - High School	Power lifting	$9,500.00
Powerlifting (Boys & Girls) - High School	Varsity Assistant	$5,500.00
Swimming (All Year) - High School	Head Varsity Swimming	$9,500.00
Swimming (All Year) - High School	Varsity Assistants	$5,500.00
Special Olumpics (Boys & Girls) (All Year) - High School	Head Special Olympics	$9,500.00
Special Olumpics (Boys & Girls) (All Year) - High School	Varsity Assistant	$5,500.00
Other	Trainer	$17,000.00
Cheerleading	Head	$9,500.00
Cheerleading	Assistant	$6,000.00
Coordinator Boys Athletics - Middle School ** [4]	Coordinator - Boys Athletics (administrative duties)	$3,500.00
Coordinator Girls Athletics - Middle School ** [5]	Coordinator - Girls Athletics (administrative duties)	$3,500.00
Cheerleading - Middle School	Head	$2,550.00
Football - Middle School	Football Middle School	$2,550.00
Soccer - Middle School	Soccer	$2,550.00
Volleyball - Middle School	Volleyball	$2,550.00
Basketball - Middle School	Basketball	$2,550.00

Baseball - Middle School	Baseball	$2,550.00
Softball - Middle School	Softball	$2,550.00
Golf - Middle School	Golf	$2,550.00
Track - Middle School	Track	$2,550.00
Cross Country - Middle School	Cross Country	$2,550.00

Fine Arts		
Program	**Stipend Description**	**2026-2027 Stipend Amount**
Band - High School	Assistant Band Director (UIL)	$ 9,000.00
Band - High School	Assistant Band Director	$ 8,000.00
Orchestra - High School	Orchestra Director	$ 7,000.00
Choir - High School	Choir Director	$ 7,000.00
Choir - High School	Choir Accompanist	Overtime
Mariachi - High School	Mariachi Director	$ 10,000.00
Mariachi - High School	Assistant Mariachi Director	$ 6,750.00 [6]
Mariachi - High School	Mariachi/Fine Arts Assistant (paras)	Overtime
Folklorico - High School	Folkloric Director	$ 10,000.00
Drill Team - High School	Drill Team Director	$ 10,000.00
Color Guard - High School	Color Guard & Winter Guard	$ 5,000.00
Theatre Arts - High School	Theatre Arts Head Director	$ 7,000.00
Art - High School	Art Teacher	$ 1,375.00
Band - Middle School	Head Band Director	$ 6,000.00
Orchestra - Middle School	Orchestra Director	$ 4,500.00
Choir - Middle School	Choir Director	$ 4,500.00
Mariachi - Middle School	Mariachi Director	$ 4,500.00
Dance - Middle School	Dance Director	$ 4,000.00
Theatre Arts - Middle School	Theatre Director	$ 3,500.00
Art - Middle School	Art Teacher	$ 1,375.00

UIL Department		
Level	**Stipend Description/Criteria**	**2026-2027 Stipend Amount**
High School	Coordinator - 1 per campus	$ 3,750.00
High School	Asst. Coordinator (Comprehensive Campuses) [7]	$ 1,250.00
High School	Sponsor Max (3 Events)	$ 1,350.00
High School	RGV or Local Tournament	$ 125.00
High School	U.I.L. Regional and State Tournament	$ 375.00
High School	TMSCA State Tournament	$ 375.00
Middle School	Coordinator	$ 1,500.00
Middle School	Sponsor (Max 3 Events)	$ 800.00
Middle School	RGV or Local Tournament	$ 125.00
Middle School	TMSCA Coaches (Math, Number Sense, Calculators & Science)	$ 250.00
Middle School	TMSCA State Tournament	$ 375.00
Elementary	Coordinator	$ 1,000.00
Elementary	Sponsor (Max 2 Events)	$ 700.00
Elementary	RGV or Local Tournament	$ 125.00

Dual Credit Instructor		
Position	**Required Documentation**	**2026-2027 Stipend Amount**
Daytime Dual Credit Course	STC Class Roster & Additional Duty Agreement Form	$350 per section

Evening Dual Credit Course	Additional Duty Agreement Form, Timesheet (Monthly) & Student Sign-In Sheets	$350 per section

CTE Stipends		
Position	**Content Teaching**	**2026-2027 Stipend Amount**
High School	HSTE	$ 5,000.00
High School	Ag. Science	$ 2,500.00
High School	CTSO	$ 1,000.00 [8]
High School	Sr JROTC Instructor	$ 7,500.00
High School	Jr JROTC Instructor	$ 5,000.00
High School	Senior Stipend	$ 2,500.00

Public Relations Stipend		
	Position	**2026-2027 Stipend Amount**
	Video Producer	$ 7,000.00
	Media & Events Specialist	$ 7,000.00
	Video/Editor Specialist	$ 7,000.00
	Public Relations Specialist	$ 7,000.00
	External Comms Coordinator	$ 7,000.00
	Digital Media Specialist	$ 7,000.00
	Audio & Visual Specialist	$ 7,000.00
	Campus Public Relations Reps	$ 1,000.00

Soccer League		
	Position	**2026-2027 Stipend Amount**
	Elementary Sponsor	$ 500.00
	Middle School Sponsor	$ 500.00

Electronic Sports		
	Position	**2026-2027 Stipend Amount**
	Sponsor	$1,000
	Event Organizer	$3,000
	Assistant Organizer	$1,500

Middle School and High School Chairperson		
Organization	**Position**	**2026-2027 Stipend Amount**
Yearbook	Middle School	$ 1,000.00
Yearbook	High School	$ 2,500.00
Student Council	Middle School	$ 500.00
Student Council	High School	$ 1,200.00
National Honor Society	Middle School	$ 500.00
National Honor Society	High School	$ 1,500.00
Junior Class Sponsor	(1) High School	$ 1,500.00
Junior Class Sponsor	(1) Assistant Sponsor	$ 1,000.00
Senior Class Sponsor	(1) High School	$ 1,500.00
Senior Class Sponsor	(1) Assistant Sponsor	$ 1,000.00

Department Head/Grade Level Chairperson		
Level	Position	2026-2027 Stipend Amount
Elementary	Team Lead	$ 1,000.00
Middle School	ELA (Reading, English & NCRI)	$ 1,250.00
Middle School	Science	$ 1,250.00
Middle School	Math	$ 1,250.00
Middle School	Social Studies	$ 1,250.00
Middle School	Special Education	$ 1,250.00

Department Heads - High School		
Level	Subject	2026-2027 Stipend Amount
High School	CTE	$ 2,500.00
High School	English	$ 2,500.00
High School	Math	$ 2,500.00
High School	Science	$ 2,500.00
High School	Social Studies	$ 2,500.00
High School	Special Education	$ 2,500.00
High School	Foreign Language	$ 2,500.00
High School	Fine Arts	$ 2,500.00

Head Counselor Stipend		
Level	Position	2026-2027 Stipend Amount
High School	Head Counselor	$ 2,500.00

Police Department		
Level	Position	2026-2027 Stipend Amount
Certification Pay	Intermediate	$ 300.00
Certification Pay	Advanced	$ 600.00
Education	Masters	$ 900.00
Education	Associate Degree	$ 600.00
Education	Bachelor's Degree	$ 1,200.00
Other PD Stipends	Master's Degree	$ 1,500.00
Other PD Stipends	K-9 Handler Pay	$ 2,500.00
Other PD Stipends	Training Coordinator	$ 1,000.00
Other PD Stipends	TCOLE Instructor	$ 1,000.00
Other PD Stipends	Crime Stoppers Coordinator	$ 1,000.00

ACE		
Level	Position	2026-2027 Stipend Amount
Seguin/Garza	Principal	$ 15,000.00
Seguin/Garza	Assistant Principal	$ 12,500.00
Seguin/Garza	Classroom Teacher	$ 10,000.00
Seguin/Garza	Professional Staff	$ 7,500.00

Mentor Stipends		
Department	Program Contribution (PC) + District Distribution (DD)	2026-2027 Stipend Amount
ACT/RGV	$200(PC) + $400(DD)	$600
Project P.A.C.E.	$200(PC) + $400(DD)	$600
Region One ESC	$400(PC) + $200(DD)	$600
Alternative - So. Tx. Ed.	$600 (DD)	$600
A Career in Teaching	$200(PC) + $400(DD)	$600
So. Tx. Transition	$200(PC) + $400(DD)	$600
South Texas College	$500(PC) + $100(DD)	$600
Excellence in Teaching	$200(PC) + $400(DD)	$600
TeacherBuilder.com	$200(PC) + $400(DD)	$600
A+ Teachers	$600 (DD)	$600
I Teach Texas	$600 (DD)	$600
Tx. Alternative Center	$200(PC) + $400(DD)	$600
E-Tools ACP	$600 (DD)	$600
Universities	$600 (DD)	$600
Student Teacher Mentor	$600 (DD)	$600
UTRGV Teacher Residency Program	$1,500 (DD)	$1,500
ACE Stipends	$600 (DD)	$600
Payment for Accumulated Leave Upon Retirement	$600 (DD)	$600
Mentor Stipend	$600 (DD)	$600

[1] *Only one stipend will be processed

[2] *Only one stipend will be processed

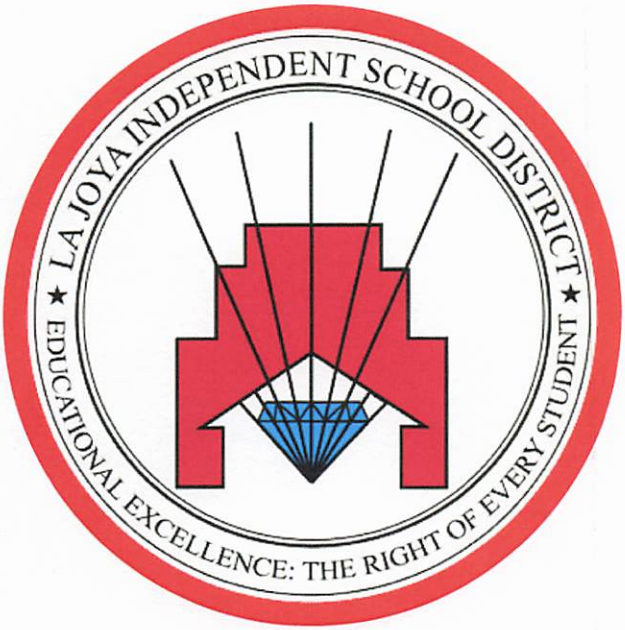
[3] Teachers must fulfill contractual obligations concerning employment to be eligible for the Dual/ESL program stipend. Certain situations will require a prorated stipend (extended leave). Permanent substitutes are not eligible for the stipend.

[4] ** Middle School Coordinators will be expected to coach 3 team sports and be compensated according to stipend guidelines.

[5] ** Middle School Coordinators will be expected to coach 3 team sports and be compensated according to stipend guidelines.

[6] Will be utilizing paraprofessionals

[7] *Teacher must sponsor at least one chapter for $250 stipend. Teachers will receive an additional $250 for district/area; $250 if they advance to regional and state. If student advances to nationals, teachers will receive $250 to supervise.



La Joya Independent School District
200 W. Expressway 83
La Joya, TX. 78560
956-323-2000

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 3 - Thriving Students

Agenda Category: Action Item

Item Title: Approval of Sound System Purchase for La Joya High School Band through Purchasing Cooperative

---

BACKGROUND:

Approval of purchase new sound systems for the high school band programs.

RATIONALE:

This purchase aligns with La Joya ISD's commitment to providing students with the resources necessary to achieve excellence both inside and outside the classroom. The purchase of new sound systems for our high school band programs is an investment that supports student achievement, program growth, and community representation.

BUDGET:

Cost	*Funding Source*	*Vendor*
$91,011.28	199-36-6639-00-893-7-99-000 199-36-6299-00-893-7-11-000	Microphonic Designs - Providence Village, Texas

Purchasing Mechanism	*Additional Documentation*
CTPA Frisco ISD RFP 875-2025-05-31/Quotes Attached	Quotes

RECOMMENDATION:

Recommend Approval

Initiated by: Ruben Adame, Executive Director of Fine Arts

Reviewed by: Anna Maria Candelario, Deputy Chief of Academic Advancement & School Performance

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance, and Administrative Services

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent

ESTIMATE

Microphonic Designs LLC
1321 Devonshire Dr
Providence Village, TX 76227-5421

andrew@microphonicdesigns.com
+1 (214) 814-1132
http://microphonicdesigns.com

Bill to
Palmview High School
Attn: Accounts Payable
3901 N. La Homa Rd.
Mission, TX 78574
United States

Ship to
Palmview High School
Attn: Ruben Adame / Fine Arts
3901 N. La Homa Rd.
Mission, TX 78574
United States

Estimate details
Estimate no.: 2055
Estimate date: 05/13/2026
Expiration date: 06/10/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Performance Carts PCS-240	Adjustable array speaker cart	2	$1,099.40	$2,198.80
2.		RCF HDL6-A	Compact 2-way line array unit	6	$1,619.10	$9,714.60
3.		RCF SUB-8004AS	Active 18" subwoofer	2	$3,419.10	$6,838.20
4.		Pageantry Innovations CM-20	Extended depth cable manager	2	$135.00	$270.00
5.		Pearl PCX300	Extended Rotating Rail Accessory Clamp	2	$85.45	$170.90
6.		Pig Hog PHM3	3' XLR Cable	4	$13.56	$54.24
7.		Microphonic Designs TT-100B	100' Dual XLR-F to XLR-M, PowerCon Grey to PowerCon Blue, 20A Capacity	3	$450.00	$1,350.00
8.		Performance Carts PCS-100	Adjustable single speaker cart	2	$874.00	$1,748.00
9.		RCF ART-932a	2-way active loudspeaker	2	$1,259.10	$2,518.20
10.		Microphonic Designs TT-50A	50' Dual XLR-F to XLR-M, PowerCon Grey to PowerCon Blue, 15A Capacity	2	$250.00	$500.00
11.		Pageantry Innovations CM-10	Cable manager	2	$115.00	$230.00
12.		Pearl PCX300	Extended Rotating Rail Accessory Clamp	2	$85.45	$170.90
13.						

	Microphonic Designs AOP	Active output panel: 4 XLR outputs, 2 PowerCon Outlets, 1 EtherCon Passthru	2	$250.00	$500.00
14.	**Pig Hog PHM6**	6' XLR Cable	6	$15.96	$95.76
15.	**Performance Carts PCM-200e**	Energy Series double mixer cart	1	$3,675.40	$3,675.40
16.	**Allen & Heath SQ-6**	48 Channel / 24-input mid-format digital mixer	1	$4,599.08	$4,599.08
17.	**Allen & Heath AR2412**	24x12 Remote Audio Rack	1	$1,747.08	$1,747.08
18.	**Whirlwind ENC2S050 EtherCon Cable**	50' EtherCon CAT5e	2	$225.00	$450.00
19.	**On-Stage RDL2000**	2U Locking Rack Drawer	2	$129.55	$259.10
20.	**EcoFlow Delta Pro 3 + Extra Battery**	Delta Pro 3 Portable Power Station with Extra Battery	1	$3,799.05	$3,799.05
21.	**Furman PL-PLUSC**	Classic Series 15A power conditioner with voltmeter	1	$340.33	$340.33

Subtotal	$41,229.64
Shipping	$1,650.00
Total	**$42,879.64**

Expiry date 06/10/2026

Accepted date **Accepted by**

ESTIMATE

Microphonic Designs LLC
1321 Devonshire Dr
Providence Village, TX 76227-5421

andrew@microphonicdesigns.com
+1 (214) 814-1132
http://microphonicdesigns.com

Bill to
Juarez-Lincoln High School
Attn: Accounts Payable
7801 W. 7 Mile Rd.
Mission, TX 78574
United States

Ship to
Juarez-Lincoln High School
Attn: Ruben Adame / Fine Arts
7801 W. 7 Mile Rd.
Mission, TX 78574
United States

Estimate details
Estimate no.: 2054
Estimate date: 05/13/2026
Expiration date: 06/10/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Performance Carts PCS-240**	Adjustable array speaker cart	2	$1,099.40	$2,198.80
2.		**RCF HDL6-A**	Compact 2-way line array unit	6	$1,619.10	$9,714.60
3.		**RCF SUB-8004AS**	Active 18" subwoofer	2	$3,419.10	$6,838.20
4.		**Pageantry Innovations CM-20**	Extended depth cable manager	2	$135.00	$270.00
5.		**Pearl PCX300**	Extended Rotating Rail Accessory Clamp	2	$85.45	$170.90
6.		**Pig Hog PHM3**	3' XLR Cable	4	$13.56	$54.24
7.		**Microphonic Designs TT-100B**	100' Dual XLR-F to XLR-M, PowerCon Grey to PowerCon Blue, 20A Capacity	3	$450.00	$1,350.00
8.		**Performance Carts PCS-100**	Adjustable single speaker cart	2	$874.00	$1,748.00
9.		**RCF ART-932a**	2-way active loudspeaker	2	$1,259.10	$2,518.20
10.		**Microphonic Designs TT-50A**	50' Dual XLR-F to XLR-M, PowerCon Grey to PowerCon Blue, 15A Capacity	2	$250.00	$500.00
11.		**Pageantry Innovations CM-10**	Cable manager	2	$115.00	$230.00
12.		**Pearl PCX300**	Extended Rotating Rail Accessory Clamp	2	$85.45	$170.90
13.						

	Microphonic Designs AOP	Active output panel: 4 XLR outputs, 2 PowerCon Outlets, 1 EtherCon Passthru	2	$250.00	$500.00
14.	**Pig Hog PHM6**	6' XLR Cable	6	$15.96	$95.76
15.	**Performance Carts PCM-200e**	Energy Series double mixer cart	1	$3,675.40	$3,675.40
16.	**Allen & Heath SQ-6**	48 Channel / 24-input mid-format digital mixer	1	$4,599.08	$4,599.08
17.	**Allen & Heath AR2412**	24x12 Remote Audio Rack	1	$1,747.08	$1,747.08
18.	**Whirlwind ENC2S050 EtherCon Cable**	50' EtherCon CAT5e	2	$225.00	$450.00
19.	**On-Stage RDL2000**	2U Locking Rack Drawer	2	$129.55	$259.10
20.	**EcoFlow Delta Pro 3 + Extra Battery**	Delta Pro 3 Portable Power Station with Extra Battery	1	$3,799.05	$3,799.05
21.	**Furman PL-PLUSC**	Classic Series 15A power conditioner with voltmeter	1	$340.33	$340.33
		Subtotal			$41,229.64
		Shipping			$1,650.00
		Total			**$42,879.64**
			Expiry date		06/10/2026

Accepted date **Accepted by**

ESTIMATE

Microphonic Designs LLC
1321 Devonshire Dr
Providence Village, TX 76227-5421

andrew@microphonicdesigns.com
+1 (214) 814-1132
http://microphonicdesigns.com

Bill to
Ruben Adame
La Joya High School
604 N. Coyote Blvd
La Joya, TX 78560
United States

Ship to
Ruben Adame
La Joya High School
604 N. Coyote Blvd
La Joya, TX 78560
United States

Estimate details
Estimate no.: 2056
Estimate date: 05/13/2026
Expiration date: 06/10/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Complete Audio System Installation**	This service covers the complete design and assembly of a marching audio sound system. Includes setup documentation and phone support throughout the duration of the current marching band or winter percussion season.	1	$2,000.00	$2,000.00
2.		**Housing**	Cost of housing, per night	1	$250.00	$250.00
3.		**Mileage**	Cost of travel to and from the service location, per mile	375	$1.00	$375.00

Total **$2,625.00**

Expiry date 06/10/2026

Accepted date

Accepted by

ESTIMATE

Microphonic Designs LLC
1321 Devonshire Dr
Providence Village, TX 76227-5421

andrew@microphonicdesigns.com
+1 (214) 814-1132
http://microphonicdesigns.com

Bill to
Juarez-Lincoln High School
Attn: Accounts Payable
7801 W. 7 Mile Rd.
Mission, TX 78574
United States

Ship to
Juarez-Lincoln High School
Attn: Ruben Adame / Fine Arts
7801 W. 7 Mile Rd.
Mission, TX 78574
United States

Estimate details
Estimate no.: 2057
Estimate date: 05/13/2026
Expiration date: 06/10/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Complete Audio System Installation	This service covers the complete design and assembly of a marching audio sound system. Includes setup documentation and phone support throughout the duration of the current marching band or winter percussion season.	1	$2,000.00	$2,000.00
2.		Housing	Cost of housing, per night	1	$250.00	$250.00
3.		Mileage	Cost of travel to and from the service location, per mile	375	$1.00	$375.00

Total **$2,625.00**

Expiry date 06/10/2026

Accepted date **Accepted by**

Sweetwater

Music Instruments & Pro Audio

5501 US HWY 30 W
Fort Wayne, IN 46818
(800) 222-4700
Sweetwater.com

Quote Number 11776514
Quote Date 6/10/26
Delivery Method Multi-Campus Delivery
Customer Number 11068858

Quote To: Accounts Payable
La Joya Independent School Dist
201 E Expressway 83
La Joya, TX 78560

Ship to: Paula Flores
La Joya ISD Fine Arts
604 N Coyote Blvd
La Joya, TX 78560

Qty.	Item	Description	Your Price	Total
		Tax Exempt Certificate		
2	PISC10	Pageantry Innovations SC-10 Speaker Stack Cart, Single **Special Order**	$1,425.00	$2,850.00
		http://www.sweetwater.com/store/detail/PISC10/		
1	PILiftGate	Lift-Gate/Residential Delivery	$100.00	$100.00
6	HDL6A	RCF 1400W 6" 2-way Compt Act LA Module, Blk	$1,799.00	$10,794.00
		http://www.sweetwater.com/store/detail/HDL6A/		
2	SUB8004AS	RCF 18" 2500W Powered Sub	$3,849.00	$7,698.00
		http://www.sweetwater.com/store/detail/SUB8004AS/		
		DB-EDS2 UNAVAILABLE TIL Q3		
2	PICM20	Pageantry Innovations CM-20 Cable Manager Ext Depth	$135.00	$270.00
4	PCX200	Pearl Icon Rotating Rail Clamp	$51.55	$206.20
		http://www.sweetwater.com/store/detail/PCX200/		
		Pig Hog 3' xlr		
3	EC575	Pro Co 75' 2x XLR/PowerCON A/B Siamese Twin	$328.99	$986.97
		http://www.sweetwater.com/store/detail/EC575/		
2	PISC30	Pageantry Innovations SC-30 Speaker Cart, Full Range **Special Order**	$1,150.00	$2,300.00
		http://www.sweetwater.com/store/detail/PISC30/		
2	ART932A	RCF 2100W 2-way 12" Pwrd Spkr w/ 3"HF Drive	$1,399.00	$2,798.00
		http://www.sweetwater.com/store/detail/ART932A/		
		DB-EDS see email note		
2	PICM10	Pageantry Innovations CM-10 Cable Manager	$115.00	$230.00
		http://www.sweetwater.com/store/detail/PICM10/		
4	PCX200	Pearl Icon Rotating Rail Clamp	$51.55	$206.20
		http://www.sweetwater.com/store/detail/PCX200/		
2	EC550	Pro Co 50' 2x XLR/PowerCON A/B Siamese Twin	$256.99	$513.98

Continued on page 2...

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 3 - Thriving Students

Agenda Category: Action Item

Item Title: Approval of the 2026-27 Student Code of Conduct (SCOC)

BACKGROUND:

The Student Code of Conduct serves as a foundational framework that promotes a safe, respectful, and inclusive learning environment for all students. It clearly outlines behavioral expectations, disciplinary procedures, and students' rights and responsibilities, ensuring consistency, fairness, and alignment with district policies and state law.

RATIONALE:

Approval of the updated Code of Conduct supports our district's commitment to high-quality instruction, equity, and a positive school culture by fostering an environment where students can thrive academically and socially. Board approval is essential to implement the code with fidelity and transparency across all campuses.

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Student Code of Conduct 26-27

RECOMMENDATION:

Approval of the 2026-27 Student Code of Conduct (SCOC)

Initiated by: Annette Lozano, Executive Director of Student, Family, & Community Engagement Supports

Reviewed by: Anna Marie Candelario, Deputy Chief of Academic Advancement & School Enrichment

BF&AS Reviewed by: NA

Click or tap here to enter text.

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent of Schools

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District

Student Code of Conduct

2026-2027

Table of Contents

Student Code of Conduct 3
Accessibility 3
Purpose 3
School District Authority and Jurisdiction 6
Campus Behavior Coordinator 6
Threat Assessment and Safe and Supportive School Team 5
Searches 7
Reporting Crimes 7
Security Personnel 7
"Parent" Defined 9
Participating in Graduation Activities 9
Unauthorized Persons 9
Standards for Student Conduct 10
General Conduct Violations 11
Disregard for Authority 11
Mistreatment of Others 11
Property Offenses 12
Possession of Prohibited Items 12
Possession of Personal Communication Devices 14
Illegal, Prescription, and Over-the-Counter Drugs 15
Misuse of Technology Resources and the Internet 16
Safety Transgressions 16
Miscellaneous Offenses 16
Discipline Management Techniques 18
First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette 18
Students with Disabilities 18
Techniques 18
Prohibited Aversive Techniques 19
Notification 19
Parental Involvement 20
Appeals 20
Removal from the School Bus 22
Removal from the Regular Educational Setting 23

Routine Referral 23

Formal Teacher Removal 23

Returning a Student to the Classroom 24

Appeals of Formal Teacher Removals 24

In-School Suspension **25**

Process 25

Out-of-School Suspension **26**

Misconduct 26

Process 26

Alternative Assignment 27

Coursework During Suspension 27

Disciplinary Alternative Education Program (DAEP) Placement **28**

Discretionary Placement: Misconduct That May Result in DAEP Placement 28

Mandatory Placement: Misconduct That Requires DAEP Placement 29

Sexual Assault and Campus Assignments 30

Process 30

Length of Placement 32

Appeals 32

Restrictions During Placement 33

Placement Review 33

Additional Misconduct 33

Notice of Criminal Proceedings 33

Withdrawal During Process **34**

Newly Enrolled Students 34

Emergency Placement Procedure 34

Transition Services 35

Placement and/or Expulsion for Certain Offenses **36**

Registered Sex Offenders 36

Expulsion **37**

Discretionary Expulsion: Misconduct That May Result in Expulsion 37

Mandatory Expulsion: Misconduct That Requires Expulsion 38

Under Age 10 39

Virtual Expulsion Program 39

Consideration of Virtual Education as Alternative to Expulsion 40

Process 40

Length of Expulsion 41
Withdrawal During Process 41
Additional Misconduct 42
Restrictions During Expulsion 42
Newly Enrolled Students 42
Emergency Expulsion Procedures 42
DAEP Placement of Expelled Students 42
Transition Services 43
Certain Felonies 43
Hearing and Required Findings 43
Length of Placement 43
Placement Review 44
Glossary 45

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Annette Lozano, Student, Family & Community EngagementExecutive Director at ***a.lozano2@lajoyaiasd.net, 956-323-2000***.

Purpose

The Student Code of Conduct ("Code of Conduct"), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

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.

This Code of Conduct has been adopted by the La Joya Independent School District board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal's office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator's office and posted on the district's website. 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 officer under Chapter 37 of the Education Code.

Not later than the first day of the 2025-2026 school year, the Texas Education Agency (TEA) shall prepare and provide to each school district a report identifying each law relating to school discipline that was amended or added by the 89th Legislature, Regular Session, 2025. A school district shall provide to each student and the parent of or person standing in parental relation to the student the prepared report.

Because the Code of Conduct is adopted by the district's board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct 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 district's authority 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:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006, 37.007, or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a single person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal, or any other campus administrator selected by the principal. Additional staff members may assist the CBC in the performance of the CBC's duties, provided that the CBC personally verifies that all aspects of Chapter 37, Subchapter A are appropriately implemented. The CBC is primarily responsible for maintaining student discipline. The CBC shall monitor disciplinary referrals and report the following behavior to the campus's threat assessment and safe and supportive school team:

- Conduct that contains the elements of the offense of terroristic threat under Penal Code 22.07;
- Conduct that contains the elements of the offense of unlawfully carrying weapons under Penal Code 46.02;
- Conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125; and
- Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others.

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 CBC. Contact information may be found at ***www.lajoyaisd.com*** .

Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and 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 CBC 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

The board utilizes police officers, and security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

The law enforcement duties of district police officers are:

Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. District police officers shall not be assigned routine classroom discipline. Note: Participate as a member of the Threat Assessment Team.

Subject to limitations in law, District police officers shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.

5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry weapons as directed by the chief of police or Superintendent.
8. Carry out all other duties as directed by the chief of police or Superintendent.

The law enforcement duties of district security personnel are:

1. Patrol school grounds to detect unauthorized persons or vehicles; check cars for parking authorization; determine if vehicles are parked in restricted areas; check exterior lighting and emergency access routes.
2. Monitor school halls for intruders, undesirables and safety hazards.
3. Check student and visitor passes on assigned campuses.
4. Check for loiterers on, or around school campuses and take appropriate action to report or monitor such persons or suspicious activity.
5. Monitor parking lots and keep students from sitting on or in cars around the school campus during school hours and immediately before or after school.
6. Assist teachers and administrators with disruptive or violent persons, or students in violation of the Student Code-of Conduct to such a degree as to warrant the immediate intervention of security personnel in accordance with accepted policies and procedures of this district.
7. Report suspected indications of violence, gang fights, riots or unusual circumstances on or near school campuses or properties under the control and jurisdiction of LJISD.
8. Sound fire signals or alerts fire department and school personnel in event of fire and assists in evacuation.
9. Make written reports of all security violations.
10. Report unusual conditions or malfunctioning or heating, plumbing or electrical system.
11. Confront unauthorized persons for questioning, routes or detain them, and/or call police for assistance, according to the emergency action plan.
12. Patrol all district buildings and grounds to prevent fire, theft and vandalism.
13. Conduct foot patrol inspection of all doors, windows, and gates to determine that they are secured.
14. Report in writing all license plates and description of vehicles parked on school grounds after hours or after school events.
15. Patrol assigned campus and routes walking or driving within district jurisdiction.

"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 of Conduct.

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 eligible, a student shall not have engaged in any misconduct that resulted 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 that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

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

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and 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 calendar days, unless the complaint is resolved before a board hearing.

[See Restrictions During Placement for information regarding a student assigned to DAEP at the time of graduation.]

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring 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 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 In-School Suspension, Out-of-School Suspension, Disciplinary Alternative Education Program (DAEP) Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, those 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.

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. [See Placement and/or Expulsion for Certain Offenses for assault.]
- 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 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]
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- 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. [See Placement and/or Expulsion for Certain Offenses for felony criminal mischief.]
- 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. [See Placement and/or Expulsion for Certain Offenses for felony robbery, aggravated robbery, and theft.]
- 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;
- A short barrel firearm;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products (including nicotine pouches), cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for 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.

*See Placement and/or Expulsion for Certain Offenses for weapons and firearms. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Personal Communication Devices

Students shall not:

- Use a personal communication device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. [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 program or 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 as part of the district's safety protocols.
- District speciality schools (e.g., HOPE and CCC) are allowed to prohibit students from bringing any personal electronic devices.

Inappropriate use of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct. FNCE(LOCAL)

Progressive Disciplinary Plan for Violation of Possession of Personal Communication Device Policy

The following chart outlines the progression of consequences for students who violate the HB1481 school board approved policy. Violations include having a cell phone, smart watch, AirPods/earbuds, or any similar device not in the secured location, visible during the instructional school day (hallways, cafeteria, restrooms), or found in use.

1st Offense

- Student receives verbal warning and documented on a referral with local policy violation code.

2nd Offense

- Personal electronic device is confiscated and held until the end of the day in a campus-designated location.
- Parent/Guardian will be notified of policy violation and device will be returned to the Parent/Guardian at end of day (students will NOT be allowed to retrieve device).
- Offense will be documented on a referral with local policy violation code.

3rd Offense

- Personal electronic device is confiscated and held in a campus-designated location.
- Parent conference will be held to discuss repetitive violation of policy Device will be returned to the PARENT after the parent conference has been held. (students will not be allowed to retrieve device)
- Student will be assigned in-school suspension as the disciplinary action (up to 2 days).
- Offense will be documented on a referral with student code of conduct violation, 21.

4th + Offense

- Personal electronic device is confiscated and held in a campus-designated location.
- Parent will be notified of policy violation and parent conference will be held to discusss repetitive violation of policy. Device will be returned to the PARENT after the parent conference has been held(students will not be allowed to retrieve device).

- Offense will be documented on a referral with student code of conduct violation, 21.
- Student will be assigned in-school suspension as the disciplinary action (up to 3 days). Student will NOT be allowed to bring any personal electronic device to school for the remainder of the school year.
- Repeated offenses may result in discretionary DAEP as deemed by the Student Hearing & Transition panel.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. [See Disciplinary Alternative Education Program (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 to body or mind. [See Glossary for "under the influence."]
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.

- 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 of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

Tardy Progressive Discipline Measures

Students are expected to report to school and to each assigned class on time. Repeated tardiness in the same class period and/or through a grading period, disrupts the educational environment, interferes with instructional time, and may constitute a violation of campus or classroom standards of conduct. Tardies shall be addressed through the following progressive discipline and documented using the appropriate local discipline codes.

Level 1

- 1–2 Tardies: Teacher correction and local documentation

Level 2

- 3–4 Tardies: Parent contact, student conference, reflection form

Level 3

- 5–7 Tardies: Office referral, parent conference, detention, Loss of privilege (including suspension/revocation of parking permit) or restorative consequence, tardy contract

Level 4

- 8+ Tardies: Office referral, Attendance/support team review, Check-In/Check-Out, counselor/social worker support, loss of privilege (including suspension/revocation of parking permit), and In-School Suspension

Student Identification Badge Requirements

To support safe and secure schools, students must visibly display a district-issued student identification badge while on campus, on district transportation, and at school-sponsored or school-related activities. Students must not fail to wear, display, present, or properly use an ID badge; alter, damage, share, reproduce, or misuse an ID badge; use another student's badge; or report to school without the required badge.

The district addresses violations through progressive discipline and documents violations as Student Code of Conduct violations when appropriate.

Progressive Discipline for Student ID Violations

Level 1 – First Violation: The student receives a verbal warning, participates in a student conference, corrects badge use, and receives campus documentation.

Level 2 – Second Violation: The parent/guardian is notified. The student participates in a conference, reviews expectations, and receives a campus-based consequence such as detention or loss of privilege.

Level 3 – Third Violation: The parent/guardian participates in a conference. The student receives a written warning, enters a behavior contract or safety compliance agreement, and receives detention, loss of privilege, in-school intervention, or ISS as determined by administration.

Level 4 – Fourth or Subsequent Violation / Serious Misuse: Administration conducts a review and involves the parent/guardian. The student receives ISS or another authorized discipline management technique. Serious misuse, including falsifying identification, using another student's badge, allowing another person to use a badge, or using a badge for unauthorized access, results in additional disciplinary action and referral to the Campus Behavior Coordinator.

Temporary Badge: Students will receive a temporary badge for the day, but the student will be required to sign a log or report to the office to obtain it. Multiple instances could lead to more serious consequences.

Replacement Fee: If the badge is lost or damaged, the student will be required to pay a fee for a new one. The cost for a replacement ID is $10.

Administrators consider the seriousness of the violation, frequency of misconduct, student intent, disciplinary history, disability-related considerations, and other mitigating factors required by law and district policy.

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible 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 student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

First-Time Offense of Possession or Use of Nicotine Delivery Product 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, progressive disciplinary measures will be as follows:

1st Offense: Possession or Use of a Nicotine Delivery Product or E-Cigarette

- Student receives written warning and documented on a referral with code 67 Possesses or uses e-cigarette, or 68 sells, gives or delivers e-cigarette.
- Mandatory ISS (in-school suspension) for a period of 10 days, and
- Student must complete self reflection form
- Parent conference, and
- Behavior contract that includes anti-vaping education by school personnel. (Nurse, counselor, social worker, and/or administrator)
- Completion of a 3 hour tobacco/nicotine awareness intervention course program by the student, Texas E-Cigarette and Tobacco Awareness Program by Texas School Safety Center

2nd + Offense: Possession or Use of a Nicotine Delivery Product or E-Cigarette

- Student receives written warning and documented on a referral with code 67 Possesses or uses e-cigarette, or 68 sells, gives or delivers e-cigarette.
- Mandatory DAEP Placement and
- Tier III referral to Behavior and Mental Health Specialist
- May be referred for additional substance intervention services.

Note: The following codes may only be used upon positive confirmation of the substance in an e-cigarette to be THC or other controlled substance, by district/local law enforcement, and a case number is provided:

- 62 Possession/Influence Marijuana, THC or
- 64 Possessed/Influence Other Controlled Substance

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, 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 in a manner that results in a change to the student's educational placement for conduct meeting

the definition of bullying, cyberbullying, harassment, or making hit lists [see Glossary] until an Admission, Review, and Dismissal (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 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).
- Classroom circles.
- 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, another assigned area, or to in-school suspension (ISS).
- 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 student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- In-school suspension, as specified in In-School Suspension.
- Out-of-school suspension, as specified in Out-of-School Suspension.
- Placement in a DAEP, as specified in Disciplinary Alternative Education Program (DAEP) Placement.

- Expulsion and/or placement in an alternative educational setting, as specified in Placement and/or Expulsion for Certain Offenses.
- Expulsion, as specified in Expulsion.
- 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.

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, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL)]
- 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 using 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 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 CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of Education Code 37.0012(d).

A good-faith effort shall be made to provide written notice 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 CBC 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 CBC, 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 this policy may be obtained from the central administration office or online at ***www.lajoyaisd.com***.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. [See policies FFH(LEGAL) and (LOCAL)]

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 CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be 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 CBC may restrict or revoke a student's transportation privileges, in accordance with law.

Grounds for Revocation of Bus Riding Privileges

1. Failure to Follow Bus Conduct Rules

- Disobeying the bus driver or not following safety procedures while riding the bus.
- Repeated misconduct despite the use of other disciplinary management techniques.

2. Disruption to Transportation Safety

- Engaging in behavior that distracts the driver or endangers the safety of others on the bus.

3. Severe or Immediate Safety Threats

- Possession of prohibited items (e.g., weapons, drugs, fireworks) while on the bus.
- Acts of violence, intimidation, or harassment that occur while riding or waiting for the bus.

4. Persistent Disregard for Authority

- Repeated failure to comply with directives given by school personnel, including bus drivers.

5. Ineffective Use of Progressive Discipline

- If other interventions (e.g., seating changes, parent conferences, counseling) have been tried without success, transportation privileges may be revoked.

6. Administrative Discretion

- The principal or CBC may restrict or revoke transportation privileges when student conduct warrants immediate removal or is a repeated concern, as permitted by district policy and state law.

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 CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

Formal Teacher Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior repeatedly interferes with the teacher's ability to teach the class or with other students' ability to learn.
2. A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student in the classroom.
3. A student engages in conduct that constitutes bullying, as defined by

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 CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- 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 who 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 written consent.

A student who has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the teacher's written 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:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. 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 behavior listed in the Code of Conduct 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 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; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

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

Process

State law allows a student to be assigned to out-of-school suspension 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 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, not to exceed three school days.

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

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. 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.

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 that 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 ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. 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 in conjunction with other students.

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 Student Hearing & Transition panel shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. 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 of Conduct.

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of 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, or gang 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 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 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 engaged in conduct punishable as a felony 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. Aggravated robbery or felonies listed as offenses in Title 5 [see Glossary] of the Penal Code are punishable as mandatory expulsions.

The Student Hearing & Transition panel **may** 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, 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 dangerous drug in an amount not constituting a felony offense. [School-related felony drug offenses are addressed in Expulsion.] [See Glossary for "under the influence," "controlled substance," and "dangerous drug."]
    - 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 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 sections 42.07(a)(1), (2), (3), or (7).

- Engages in expellable conduct and is six to 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 under Penal Code 36.06 against any school employee or volunteer on or off school property.
- 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 [see Glossary] under Section 53.03, Family Code, for conduct defined as any of the following offenses under the Penal Code:

1. A felony offense under Title 5;
2. The offense of deadly conduct under Section 22.05;
3. The felony offense of aggravated robbery under Section 29.03;
4. The offense of disorderly conduct involving a firearm under Section 42.01(a)(7) or (8); or
5. 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:

- The 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
- 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.

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 Student Hearing & Transition panel.

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, in the case of a teacher removal, the teacher.

At the conference, the Student Hearing & Transition Specialist or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- 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 Student Hearing & Transition panel shall take into consideration:

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

Placement Order

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and 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 purposes of special education services shall be sent to the student and the student's parent.

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 a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

DAEP at Capacity

If a DAEP is at capacity at the time the Student Hearing & Transition Panel 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 Student Hearing & Transition Panel 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, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal, and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The Student Hearing & Transition Panel 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, the student's attitude, 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 are in a DAEP placement 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 Student Hearing & Transition Panel or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
2. 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 central administration office or online at ***[Board Policy Manual FNG (LOCAL)- Student Rights and Responsibilities]***.

Appeals shall begin at Level Two with the superintendent or board's 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

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

The district shall provide transportation to students in a DAEP.

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 Student Hearing & Transition Panel 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:

1. 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
2. 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 parents 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 of Conduct 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 CBC 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 Student Hearing & Transition Panel 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

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year 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 if 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 student shall be placed in either DAEP or JJAEP for at least one semester.

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

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. 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 Students

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.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the Student Hearing & Transition Panel shall take into consideration:

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. [see Disciplinary Alternative Education Program (DAEP) Placement]

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Criminal mischief, if punishable as a felony.
- 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 any amount of marijuana, a controlled substance, or a dangerous drug, unless the conduct is 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.
- 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 a DAEP

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

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
    a. Public lewdness under Penal Code 21.07;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Hazing under Education Code 37.152; or
    e. 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 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 to 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.
    - 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 a controlled substance or a dangerous drug.
    - Engaging in conduct that contains elements of assault against a school employee or volunteer.

Under Age 10

When a student under the age of 10 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.

Virtual Expulsion Program

In some circumstances, a student may be placed in a virtual expulsion program.

- The school must ensure students in the program have the necessary technology and internet and must provide it if needed.
- The virtual program must, as much as possible, meet the same requirements as an in-person disciplinary alternative education program (DAEP).
- The student's placement must be reviewed every 45 school days.
- If an in-person spot becomes available, the school should plan the student's return to in-person learning.

- If continued virtual placement is appropriate, the school must document the decision.

Consideration of Virtual Education as Alternative to Expulsion

Before a school district may expel a student, the district must consider the appropriateness and feasibility of, as an alternative to expulsion, enrolling the student in a full-time hybrid program, full-time virtual program, full-time hybrid campus, or full-time virtual campus. This requirement does not apply to a student expelled under Education Code 37.0081 or 37.007(a), (d), or(e).

Process

If a student is believed to have committed an expellable offense, the CBC 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 CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

Hearing

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

1. 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;
2. An opportunity to testify and to present evidence and witnesses in the student's defense; and
3. 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 Student Hearing & Transition Panel authority to conduct hearings and expel students.

Board Review of Expulsion

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

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

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

Expulsion Order

Before ordering the expulsion, the board or Student Hearing & Transition Panel shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. 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 District shall send 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 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, the student's attitude, 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:

1. The student is a threat to the safety of other students or to district employees; or
2. 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's conduct 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 Student Hearing & Transition panel 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 Student Hearing & Transition Panel 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 decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

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:

1. The out-of-state district provides the district with a copy of the expulsion order; and
2. 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:

1. The student is a threat to the safety of other students or district employees; or
2. 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. Emergency expulsion may be ordered based on a single incident of behavior by the student. Within 10 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 10 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 Student Hearing & Transition panel 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:

1. The date on which the student's conduct occurred;
2. The location at which the conduct occurred;
3. Whether the conduct occurred while the student was enrolled in the district; or
4. 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:

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. 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:

1. The student graduates from high school;
2. The charges are dismissed or reduced to a misdemeanor offense; or

3. 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 Student Hearing & Transition Panel 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:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. 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:
    a. 65 years of age or older; or
    b. 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:

1. Starting a fire or causing an explosion with intent to destroy or damage:
    a. Any vegetation, fence, or structure on open-space land; or
    b. Any building, habitation, or vehicle:
        (1) Knowing that it is within the limits of an incorporated city or town;
        (2) Knowing that it is insured against damage or destruction;
        (3) Knowing that it is subject to a mortgage or other security interest;
        (4) Knowing that it is located on property belonging to another;
        (5) Knowing that it has located within it property belonging to another; or
        (6) 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.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
    a. Recklessly damaging or destroying a building belonging to another; or
    b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or 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 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:

1. 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 damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

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

1. 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;
2. 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
3. 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 by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

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, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

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

Cyberbullying is defined by Education Code 37.0832 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 or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. 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:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. 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:

1. 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;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique 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:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. 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 Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
    a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
    b. 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;
    c. 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;
    d. 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;
    e. Making a telephone call and intentionally failing to hang up or disengage the connection;
    f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
    g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
    h. 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

i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by Education Code 37.151 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:

1. Any type of physical brutality;
2. 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;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. 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 Education Code 37.001(b)(3) 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, 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:

1. 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:
    a. An explosive weapon; or
    b. A machine gun.
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

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, when the person 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 Education Code 37.121(d) 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. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

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

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code Section 1.07; or
4. Conduct that constitutes the offense of:
    a. Public lewdness under Penal Code 21.07;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Hazing under Education Code 37.152; or
    e. 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 schoolwork 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:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. 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;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. 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 disabled individual 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 die by suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

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 in-fluence" need not be legally intoxicated to trigger disciplinary action.

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

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

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 3 - Thriving Students

Agenda Category: Action Item

Item Title: Approval of Budget Increase for Staffing Consulting Services for Special Education Department CSP #2026-27

BACKGROUND:
La Joya ISD issued CSP #2026-27 to secure qualified staffing services for the Special Education Department to address ongoing shortages instructional and related-service positions. Proposals were evaluated using best-value criteria, including vendor qualifications, staffing capacity, recruitment practices, background checks, and required insurance coverage.

RATIONALE:
Approval of the budget increase is necessary to ensure adequate funding for contracted Special Education staffing services, allowing the district to continue providing required instructional and related services to students in compliance with state and federal requirements.

BUDGET:

Cost	*Funding Source*	*Vendor*
$585,600.00	192-11-6299-00-870-7-23-000	Presence Learning, New York, NY
Purchasing Mechanism		***Additional Documentation***
CSP #2026-27		Agreement

RECOMMENDATION:
Administration recommends approval of the expenditures to be incurred on an as needed basis according to the District's staffing requirements.

Initiated by: Anna Marie Candelario, Deputy Chief of Academic Advancement & School Enrichment

Reviewed by: Anna Marie Candelario, Deputy Chief of Academic Advancement & School Enrichment

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance, and Administrative Services

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent of Schools

Approved for Submission to the Board of Education:

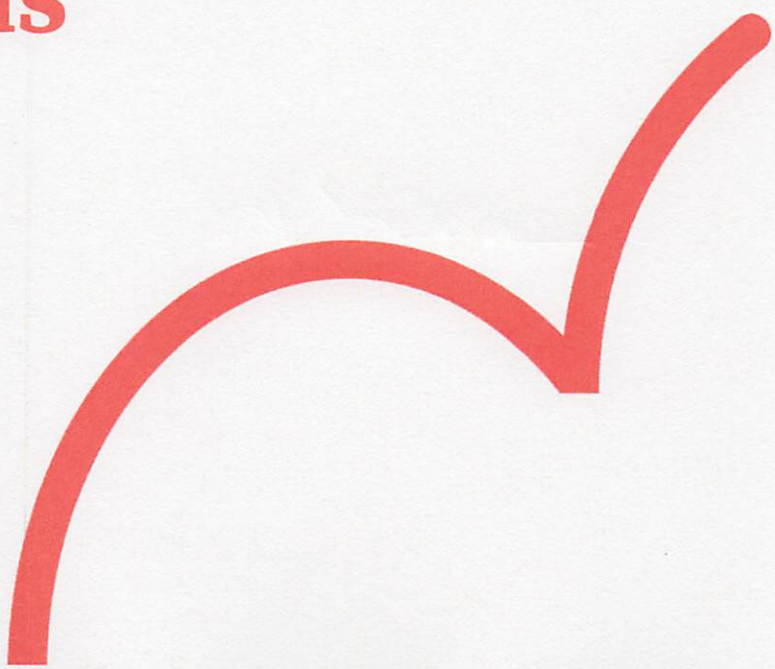
Dr. Marcey Sorensen
Superintendent of Schools

Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

Presence®

Empowering all who serve students with diverse needs

Presence.com



Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

Comprehensive telepractice for PreK-12 schools

Presence is excited to partner with La Joya Independent School District to implement comprehensive special education programs that support students across the district. As a trusted leader since 2009, Presence has innovated how schools assess, address and track student special education needs with the largest network of teletherapy providers and innovative, award winning technology

8M+
sessions delivered

11K+
schools supported

2,000+
clinicians in network

From special education services to accommodation tracking, we bring customized solutions to your district

We offer a full range of remote services (from observations and assessments to counseling and therapy) and technology that help meet your district's related service needs and help you track student progress within the classroom and beyond.

Our clinical network brings a complete scope of practice to support schools with services that include:

- Student screening, observation, identification, and evaluation
- Development and management of Response to Intervention (RTI) programs
- Case management and contribution to writing and updating of IEPs and 504 plans
- Full evaluations or re-evaluations utilizing standardized assessment tools
- Leading, attending, and/or contributing to meetings
- Individual or group therapy services
- Virtual classroom push-in services
- Completing paperwork for IEPs, review of records and Medicaid billing

Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

Solutions customized to meet student needs—backed by school-based experience and innovative technology

Services that help fill assessment and therapy gaps

- Evaluations are delivered remotely using the largest library of digital assessments from trusted publishers like Pearson®, Riverside Insights®, and Pro-Ed®*
- Customized teletherapy plans are based on your district's diverse student and staffing needs

Clinically-led teams, trusted by 11,000+ schools

- Our national network of 2,000+ licensed clinicians brings services that support unique needs—including bilingual, deaf, and hard-of-hearing specializations
- Every district and clinician is backed by a service delivery team with years of experience implementing teletherapy solutions and navigating PreK-12 school systems

Innovative technology, built specifically for special education

- Kanga, an award-winning, interactive assessment and teletherapy platform with access to engaging content from Hasbro®, Highlights®, and more*
- Education Modified, an online platform for special education management, collaboration, and compliance, designed to bring all student plans and supports into one place.
- Delivering data-driven insights, transparency and management tools for administrators to ensure compliance with IDEA
- HIPAA and FERPA compliant technology

**All product names and registered trademarks are the property of their respective owners.*

Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

kanga
by Presence

Empower your special education team, expand your reach, and gain the visibility you need to drive success and stay compliant. Seamlessly deliver assessments and therapy when, where, and how you need to—and meet students where they are. Kanga is the award-winning, all-in-one online platform that

Education Modified

Confidently coordinate the efforts of your special education teams and general education teachers, keeping compliance on track. With Education Modified you can view, manage, and document every accommodation and intervention in one up-to-date platform. And you can reduce the administrative burden on your team by giving them an AI-powered tool that can generate student plans in minutes.

Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

Service Order

PRESENTED TO

Anna Marie Candelario

Deputy Chief of Academic Advancement and School Performance

La Joya Independent School District

ISSUE DATE

7/15/2026

BY

Travis Goodwin

School Partnership Director - Texas

travis.goodwin@presence.com

Service Order # Q-33547

Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

Presence

Service Order Summary

This Service Order (the "Service Order") is incorporated and made part of the Master Services Agreement (the "MSA") between PresenceLearning, Inc. ("Presence") and La Joya Independent School District. Capitalized terms not defined in this Service Order shall have the meanings set forth in the MSA. In the event of a conflict between this Service Order and the MSA, unless specifically referenced herein, the MSA shall govern.

SERVICE ORDER TERM

7/1/2026 - 6/30/2027

	ANNUAL EST
Weekly Dedicated Services Weekly Hours: 200 Weekly Subtotal: $15,200 Weeks of Service: 36 Dedicated Services Period: 8/3/2026-6/10/2027	**$547,200.00**
Program Readiness*	**$27,400.00**
Program Management**	**$11,000.00**
	ANNUAL
Total Estimated Cost	**$585,600.00**

** Program Readiness (formerly Program Implementation) is billed once upon the Service Order Execution Date.*
*** Program Management (formerly Service Coordination) is billed monthly beginning in the first month in which Services are rendered.*

Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

Presence

Service Order Details

SERVICE ORDER TERM

7/1/2026 - 6/30/2027

Dedicated Services Summary

Clinical Services	Rate	Hours	Total
Weekly Dedicated School Psychologist Hours	$70.00	120.00	$8,400.00
Weekly Dedicated School Psychologist Hours - Bilingual	$85.00	80.00	$6,800.00
	Weekly total of Clinical Services	200.00	$15,200.00
	Weeks		36.00
Estimated Dedicated Services Costs (annual)			**$547,200.00**

- - - Continued on next page - - -

Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

Presence

Service Order Details

SERVICE ORDER TERM

7/1/2026 - 6/30/2027

Flexible hourly rates with Dedicated Services

Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in this Service Order.

Clinical Services	Per hour
Weekly Dedicated School Psychologist Hours	$113.50
Weekly Dedicated School Psychologist Hours - Bilingual	$136.50

- - - Continued on next page - - -

Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

Rate Card

Speech-language therapy

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Speech-language therapy	$79.00	$90.50
Supervision	$98.00	$108.00
Short-term Leave	$107.00	$118.00
Bilingual	$87.00	$108.00

Occupational therapy

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Occupational therapy	$82.00	$90.50
Supervision	$98.00	$108.00
Short-term Leave	$107.00	$118.00
Bilingual	$98.00	$108.00

Behavioral and mental health counseling

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Behavioral and mental health counseling	$81.00	$89.50
Bilingual	$97.00	$107.00
Short-term Leave	$105.00	$115.50

Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

Assessment Components

	Per Service
Facilitator Services	
Dedicated weekly - PES Facilitator	$28.00

Docusign Envelope ID: 60177866-7C04-841F-82EF-42D88107A228

Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

The parties have executed this Service Order as of the date of the latter signature ("Service Order Effective Date").

PRESENCELEARNING, INC:	CUSTOMER:
DocuSigned by: By: Fletcher Hutson A9625E5023E249B... Name: Fletcher Hutson Title: Chief Revenue Officer Date: 2026-07-15	By: Name: Title: Date:

Outlook

RE: Board Agendas Item Approval

From Ana Laura Pena <a.pena3@lajoyaisd.net>
Date Wed 2026-07-15 2:02 PM
To Norma Garza <n.garza7@lajoyaisd.net>
Cc Anna Marie Candelario <a.candelario@lajoyaisd.net>

1 attachment (355 KB)
Presence Learning Agenda Item.pdf;

Good Afternoon,

Please see the minor correction.

Respectfully,



From: Norma Garza <n.garza7@lajoyaisd.net>
Sent: Wednesday, July 15, 2026 12:44 PM
To: Ana Laura Pena <a.pena3@lajoyaisd.net>
Cc: Anna Marie Candelario <a.candelario@lajoyaisd.net>
Subject: RE: Board Agendas Item Approval

Ana Laura, Can you please review for approval and let me know if I need to make any changes.

Thank you,

La Joya Independent School District

NORMA LINDA GARZA

SECRETARY TO THE DEPUTY CHIEF
ACADEMIC ADVANCEMENT & SCHOOL PERFORMANCE

Address: 200 W. Expressway 83
La Joya, Texas 78560

Office Telephone number:
956-323-2560

Office Email:
n.garza7@lajoyaisd.net



Confidentiality Notice: This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately at n.garza7@lajoyaisd.net and delete all copies of this message.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 3 - Thriving Students

Agenda Category: Action Item

Item Title: Approval of Professional Development Services for the Gifted and Talented Program for the 2026–2027 School Year

BACKGROUND:

La Joya ISD seeks Board approval to enter into a professional development agreement to provide Gifted and Talented (GT) training for educators during the 2026–2027 school year.

RATIONALE:

The proposed professional development will ensure educators receive the required GT training to effectively identify and serve gifted students.

BUDGET:

Cost	*Funding Source*	*Vendor*
$49,600.00	199-13-6239-34-869-7-21-000	Region One ESC
Purchasing Mechanism		***Additional Documentation***
Region One ESC		Quote Attached

RECOMMENDATION:

Administration recommends approval of Region One ESC agreement.

Initiated by: San Juana Salazar, Director of GT, 504, & Home School Services

Reviewed by: Anna Marie Candelario, Deputy Chief of Academic Advancement & School Performance

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: Dr Derek Little, Deputy Superintendent of Schools

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

Region One
EDUCATION SERVICE CENTER
"Students First"

Documents Requiring Executive Director Approval
for
ROESC Provided Services

This form is completed when Region One Education Service Center is providing services to school systems, other governmental entities, or organizations.

☑ Total Program Revenue $ 49,600

Patty Rendon Patty Rendon (Jul 15, 2026 10:37:54 CDT) Coordinator/Director	Jul 15, 2026 Date
Marena Contreras Marena Contreras (Jul 15, 2026 10:42:13 CDT) Administrator	Jul 15, 2026 Date
Sandra Cavazos (Jul 15, 2026 13:33:19 CDT) Division Deputy Director	Jul 15, 2026 Date

Brief Description of Contract/Agreement/MOU Required include 5w's (who, what, when, where & why), and duration of services:

This agreement is between La Joya ISD and Region One Education Service Center's G/T Department for the 2026–2027 fiscal year. Region One will provide educational support services to the district's staff based off of the Gifted and Talented Development Plan below.

La Joya ISD is requesting for Region 1 ESC, the vendor, to sign the contract first.

ESC Contact Name & Number: Joanna Valenzuela ext. 6250 Date: 7/15/2026

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Region One ESC1 with offices located at 199 w. Schunior, Edinburg, Texas 78541 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Education Service Center

AGREEMENT

1.0 Term

This Agreement shall be effective as of July 2026 and end on June 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current

and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

_____
Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

_____
Date

Region One ESC

Daniel King (Jul 15, 2026 15:06:07 CDT)
Signature

Dr. Daniel King
Name

Region One Executive Director
Title

Jul 15, 2026
Date

Exhibit A - Services and Fees

Scope of Services

Teachers will gain a minimum (required) 30 clock hours of professional learning/6 hour GT Updates, that include nature and needs of GT Students., ID, Assessment, curriculum and instruction, which is Services (19 TAC 89.21 (1) breakdown as follows;

Virtual- GT 30 Hour Teacher Professional Development (5 sessions/6 hr each)

Virtual -GT 6 hour updates for secondary Teachers

Virtual -GT 6 hour Counselor's Training

Virtual- GT 6 hour Administrator Training

NOTE: Dates are subject to change

Fee Structure

Purchase order will be generated to pay for services - $49,600.00

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

Gifted and Talented (199-13-6239-34-869-6-21-000)

Anna Mae Candelaria

Gifted and Talented Professional Development Plan for

La Joya Independent School District

Fall 2026/Spring 2027

Institute for Teachers of the Gifted			
5.1 A minimum of thirty (30) clock hours of professional learning that includes nature and needs of gifted/talented students, identification and assessment of gifted/ talented students, and curriculum and instruction for gifted/talented students is required for teachers who provide instruction and services that are a part of the district's defined gifted/talented services. Teachers are required to have completed the thirty (30) hours of professional learning prior to their assignment to the district's gifted/talented services (19 TAC §89.2(1)).			
G/T Day 1 **Nature and Needs** This six-hour workshop is a component of the **required thirty hours** for teachers delivering services to identified Gifted/Talented (G/T) students. Participants will analyze the historical, legal and conceptual understandings of gifted education. They will examine the characteristics and behaviors of gifted learners, which are the basis for developing programs that meet their needs. Participants will consider the social and emotional needs of these learners and discuss the advantages and disadvantages of different types of programs for gifted learners.	**T-TESS Alignment** 1.3, 1.4, 2.1, 2.3, 2.4, 3.1, 3.2, 3.3, 4.1, 4.4	**Virtual** Sept. 19, 2026 Jan. 16, 2027	**Workshop Fee (up to 80 participants)** $3,200.00 $1,600.00

G/T Day 2 **Assessment** This six-hour workshop is a component of the required thirty hours for teachers delivering services to identified G/T students. Participants will examine the process of nominating, screening, selecting, and placing students in gifted programs.	**T-TESS Alignment** 1.1, 2.1, 3.3	**Virtual** Oct. 3, 2026 Jan. 30, 2027	 $3,200.00 $1,600.00
G/T Day 3 **Models of Differentiated Instruction** This six-hour workshop is a component of the required thirty hours for teachers delivering services to identified G/T students. Participants will be introduced to differentiated instruction as a way to meet the needs of gifted/talented learners in the regular classroom. They will examine models of differentiation including anchor activities, tiered instruction, menus along with a variety of low-preparation strategies.	**T-TESS Alignment** 1.1, 1.2, 1.3, 1.4, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3	**Virtual** Oct. 17, 2026 Feb. 20, 2027	 $3,200.00 $1,600.00
G/T Day 4 **Creative and Critical Thinking** This six-hour workshop is a component of the required thirty hours for teachers delivering services to identified G/T students. Participants will be introduced to select teaching models and instructional strategies that promote cognitive and affective growth for gifted students. Specific topics for this day of the training include: Bloom's Taxonomy; Creativity; ways to engage Convergent and Divergent thinking.	**T-TESS Alignment** 1.1, 1.2, 1.3, 1.4, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3	**Virtual** Oct. 31, 2026 Mar. 6, 2027	 $3,200.00 $1,600.00

G/T Day 5 **Engaging Gifted Students by Adding Depth and Complexity** This six-hour workshop is a component of the required thirty hours for teachers delivering services to identified G/T students. Participants will be introduced to select teaching models and instructional strategies that promote cognitive and affective growth for gifted students. The focus of the session will take an in-depth look at Sandra Kaplan's icons of depth and complexity.	**T-TESS Alignment** 1.1, 1.2, 1.3, 1.4, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.2, 3.3	**Virtual** Nov. 14, 2026 Mar. 27, 2027	$3,200.00 $1,600.00
G/T 6 Hour Update #1 **Implementing the Texas Performance Standards Project (K-12)** The Texas Performance Standards Project (TPSP) consists of research-based standards and an accompanying assessment system that captures the high levels of achievement that GT students are able to exhibit. Student projects in kindergarten through eighth grades are somewhat structured with students completing a series of activities to arrive at a final product. At upper grades, exit level projects are completed more independently, and students work with mentors in the chosen field of study to create a final product. During this workshop, participants examine the tasks and become familiar with the process for implementing the TPSP in their classroom.		**Virtual** Jul. 27, 2026	80 participants $3,200

G/T 6 Hour Update #2 **Depth and Complexity for the Gifted and Talented Learner (K-12)** Concrete starting points to focus student's learning will be the cornerstone of this Zoom or face-to-face session. Learn how to address differentiation using the elements of depth and complexity. The icons for Language of the Discipline, Details, Rules, Patterns, Trends, Big Ideas, Ethics and Unanswered Questions are used to stimulate higher level thinking using literature, newspaper, paintings and history text. Icons are tools to challenge learners to venture deeper and broaden their understanding of the areas of study. Using the Content Imperatives alongside these elements will create a deeper level of understanding for the gifted students as they look for the Origins, Contributions, Convergence, Parallels and Paradox.		**Virtual** **Jul. 28, 2026**	80 participants $3,200.00
G/T 6 Hour Update #3 **Implementing the Texas Performance Standards Project (K-12)** The Texas Performance Standards Project (TPSP) consists of research-based standards and an accompanying assessment system that captures the high levels of achievement that GT students are able to exhibit. Student projects in kindergarten through eighth grades are somewhat structured with students completing a series of activities to arrive at a final product. At upper grades, exit level projects are completed more independently, and students work with mentors in the chosen field of study to create a final product. During this workshop, participants examine the tasks and become familiar with the process for implementing the TPSP in their classroom.		**Virtual** **Jul. 29, 2026**	80 participants $3,200.00

G/T 6-Hour Update #4 **Implementing the Texas Performance Standards Project (K-12)** The Texas Performance Standards Project (TPSP) consists of research-based standards and an accompanying assessment system that captures the high levels of achievement that GT students are able to exhibit. Student projects in kindergarten through eighth grades are somewhat structured with students completing a series of activities to arrive at a final product. At upper grades, exit level projects are completed more independently, and students work with mentors in the chosen field of study to create a final product. During this workshop, participants examine the tasks and become familiar with the process for implementing the TPSP in their classroom.		**Virtual** **Aug. 29, 2026**	**80 participants** **$3,200.00**
G/T 6 Hour Update #5 **Implementing the Texas Performance Standards Project (K-12)** The Texas Performance Standards Project (TPSP) consists of research-based standards and an accompanying assessment system that captures the high levels of achievement that GT students are able to exhibit. Student projects in kindergarten through eighth grades are somewhat structured with students completing a series of activities to arrive at a final product. At upper grades, exit level projects are completed more independently, and students work with mentors in the chosen field of study to create a final product. During this workshop, participants examine the tasks and become familiar with the process for implementing the TPSP in their classroom.		**Virtual** **Sept. 12, 2026**	**40 participants** **$1,600.00**

G/T 6-hour Update #6 **Gifted and Talented Advisory Group: Implementing The Texas State Plan for the Education of Gifted/Talented Students** 1.2 Gifted/talented education policies and procedures are reviewed and recommendations for improvement are made by an advisory group of community members, parents of gifted/talented students, school staff, and gifted/talented education staff, who meet regularly for that purpose.		**Face-to-Face** **Please select a day**	$1,600.00 (Additional hours may be requested for an additional fee)
G/T 6 Hour Update #7 **Fine Arts Teachers:** **Fighting Invisible Tigers** by Earl Hipp offers both information and advice for gifted teens. It begins with a chapter titled **Stress 101** and then leads them to the investigation of eleven strategies to help them navigate through life. Gifted Students face many challenges and sometimes worries come to them all at the same time tough homework assignments, health concerns, relationship problems and sometimes even awful online comments. Teachers will guide students through all eleven strategies to help them cope with stress.		**Virtual** Sept. 26, 2026	$1,600.00 (requires purchase of books) **Fighting Invisible Tigers** by Earl Hipp

G/T 6 Hour Update #8 **Twice Exceptional Students and Gifted Services (K-12)** **Understanding the characteristics associated with twice-exceptional learners helps participants develop an understanding of specific needs associated with these students. In this session, participants will examine assessment and identification processes, demonstrate an understanding of service design options and examine curriculum and instruction for the twice-exceptional learner. Additionally, explorations of family and community resources for the twice- exceptional learners will be presented and discussed as viable options for districts and campuses.**		**Virtual** **Oct. 10, 2026**	**$1,600.00**
G/T 6 Hour Update #9 **Gifted and Talented Professional Development for Administrators and Counselors** **5.8 Teachers as well as administrators who have supervisory duties for service decisions are required to complete a minimum of six (6) hours of professional development that includes nature and needs of gifted/talented students and service options for gifted/ talented students (19 TAC §89.2(4)).** **5.9 Counselors who work with gifted/talented students are required to complete a minimum of six (6) hours of professional development that includes nature and needs of gifted/ talented students, service options for gifted/ talented students, and social emotional learning (19 TAC §89.2(4)).**		**Virtual** **Nov. 7, 2026**	**$1,600.00**

G/T 6 Hour Update #10 **Gifted and Talented Professional Development for Administrators and Counselors** 5.8 Teachers as well as administrators who have supervisory duties for service decisions are required to complete a minimum of six (6) hours of professional development that includes nature and needs of gifted/talented students and service options for gifted/ talented students (19 TAC §89.2(4)). 5.9 Counselors who work with gifted/talented students are required to complete a minimum of six (6) hours of professional development that includes nature and needs of gifted/ talented students, service options for gifted/ talented students, and social emotional learning (19 TAC §89.2(4)).		**Virtual** **Dec. 12, 2026**	**$1,600.00**
G/T 6 Hour Update #11 **Depth and Complexity for the Elementary Learner (Part I)** Elementary concrete starting points to focus student's learning will be the cornerstone of this Zoom or face-to-face session. Learn how to address differentiation using the elements of depth and complexity. The icons for Language of the Discipline, Details, Rules, Patterns, Trends, Big ideas, Ethics and Unanswered Questions are used to stimulate higher level thinking using children's literature, newspaper and history text. Icons are tools to challenge learners to venture deeper and broaden their understanding of the areas of study.		**Virtual** **Dec. 12, 2026**	**$1,600.00**
G/T 6 Hour Update #12 **Depth and Complexity for the Secondary Learner (Part I)** Secondary concrete starting points to focus student's learning will be the cornerstone of this Zoom or face-to-face session. Learn how to address differentiation using the elements of depth and complexity. The icons for Language of the Discipline, Details, Rules, Patterns, Trends, Big ideas, Ethics and Unanswered Questions are used to stimulate higher level thinking using literature, newspaper, paintings and history text. Icons are tools to challenge learners to venture deeper and broaden their understanding of the areas of		**Virtual** **Feb. 27, 2027**	**$1,600.00**

study. Using the Content Imperatives alongside these elements will create a deeper level of understanding for the gifted students as they look for the Origins, Contributions, Convergence, Parallels and Paradox.			
		Grand Total:	**$49,600.00**

La Joya ISD Contract 2026-2027

Final Audit Report 2026-07-15

Created:	2026-07-15
By:	Joanna Valenzuela (jvalenzuela@esc1.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmq6uzpYNKw-uVLF4Po709pcbyFRYtEL1

"La Joya ISD Contract 2026-2027" History

Document created by Joanna Valenzuela (jvalenzuela@esc1.net)
2026-07-15 - 2:33:29 PM GMT

Document emailed to Patty Rendon (prendon@esc1.net) for signature
2026-07-15 - 2:36:33 PM GMT

Email viewed by Patty Rendon (prendon@esc1.net)
2026-07-15 - 3:37:07 PM GMT

Document e-signed by Patty Rendon (prendon@esc1.net)
Signature Date: 2026-07-15 - 3:37:54 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Document emailed to macontreras@esc1.net for signature
2026-07-15 - 3:37:57 PM GMT

Email viewed by macontreras@esc1.net
2026-07-15 - 3:39:00 PM GMT

Signer macontreras@esc1.net entered name at signing as Marena Contreras
2026-07-15 - 3:42:11 PM GMT

Document e-signed by Marena Contreras (macontreras@esc1.net)
Signature Date: 2026-07-15 - 3:42:13 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Document emailed to Sandra Cavazos (sancavazos@esc1.net) for signature
2026-07-15 - 3:42:15 PM GMT

Email viewed by Sandra Cavazos (sancavazos@esc1.net)
2026-07-15 - 6:32:26 PM GMT

Document e-signed by Sandra Cavazos (sancavazos@esc1.net)
Signature Date: 2026-07-15 - 6:33:19 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Adobe Acrobat Sign

Document emailed to Daniel King (dking@esc1.net) for signature

2026-07-15 - 6:33:22 PM GMT

Email viewed by Daniel King (dking@esc1.net)

2026-07-15 - 8:05:45 PM GMT

Document e-signed by Daniel King (dking@esc1.net)

Signature Date: 2026-07-15 - 8:06:07 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.

2026-07-15 - 8:06:07 PM GMT

Adobe Acrobat Sign

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 1 - Excellence in Leadership

Agenda Category: Action Item

Item Title: Approval of Student Assessment, Progress Monitoring, and Professional Learning Services, CSP #2027-04

BACKGROUND:

La Joya ISD is issuing Competitive Sealed Proposal (CSP) #2027-04 to secure research-based K-12 assessment, progress monitoring, and professional learning services in ELAR, SLAR, Mathematics, and Science. These assessments establish academic baselines and measure student growth across the school year, providing teachers and campus leaders with timely data to guide instruction.

RATIONALE:

Valid and consistent assessment data is essential for tracking student growth, informing instruction, and supporting data-driven decisions at both the campus and district levels. The tools provided under this proposal help educators personalize learning, identify and close achievement gaps, and align campus efforts with district and state academic goals, promoting continuous academic progress for all students.

BUDGET:

Cost	*Funding Source*	*Vendor*
$327,829.75	162-21-6396-865-7-30-000 162-21-6291-865-7-30-000	CSP Awardee

Purchasing Mechanism	*Additional Documentation*
CSP #2027-04	Agreement and Quotes

RECOMMENDATION:

Administration recommends approval of CSP #2027-04

Initiated by: Debra Harris, Executive Director of Research, Assessment, and Accountability

Reviewed by: Click or tap here to enter text.

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business & Administrative Services

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
Formal Solicitation Request Form

This form must be completed and submitted whenever a department is requesting a solicitation. All specifications must be developed internally by District staff. Vendors are not permitted to draft or influence requirements.

Please allow sufficient time for processing. Specification development typically takes one to two weeks after this form is submitted, depending on the completeness of information provided and the revisions needed to finalize requirements.

Why This Matters
Your input ensures the District receives the right products and services to support students, classrooms, and operations. Well-written specifications promote fair competition, transparency, and compliance with state and federal requirements.

Section 1: Requesting Department Information

- Department Name: Research, Assessment & Accountability
- Requestor Name & Title: Debra Harris, Coordinator
- Phone/Email: 956-323-2693
- Department Head Approval: ☒ Yes ☐ No
- Date Submitted: June 11, 2026

Section 2: Request Overview
Describe the function or outcome required.

Description: The district needs a research based K-12 assessment tool for ELAR, SLAR Math, and Science to measure student growth and establish academic baselines.

Section 3: Specifications and Requirements
Provide all must-have features, performance expectations, compliance requirements, or other critical details. If technical requirements, drawings, or supporting documentation are available, please attach them.

Details:
Must support personalized learning, curriculum development, instructional planning and help educations address diverse student needs

Checklist – attach or indicate as applicable

For Goods/Equipment
☐ Estimated quantity of items or goods required

☐ Detailed description of each item required
☐ Specifications and/or drawings for materials required
☐ Date items or goods are required
☐ Delivery address and point of contact

For Services
☐ List of services or responsibilities to be performed
☐ Detailed list of deliverables or tasks required
☐ Anticipated contract term and start date
☐ Location of project
☐ Specifications, drawings, or pictures of job site or projected results

Section 4: Funding and Approval

Identify the budget, grant, or program that will be used to fund this purchase. Include object code if known.

Funding Source: 162 State Compensatory Education (SCE)

Acknowledgment:
I confirm this request reflects our needs, was not prepared by a vendor, and complies with District guidance.

Signature and Date: Debra Harris

Quick Reminders
Provide input in writing to Purchasing.
Keep requests neutral and use "or equal" when a brand must be referenced.
Specifications must describe what the item or service must do, not just what it is.
Clear specifications become the evaluation criteria, so clarity now avoids delays and protests.

Student Assessment, Progress Monitoring, and Professional Learning Services
CSP #2027-04
Vendor Questions

1. Would our learning management system for AP® materials fall within the scope of services for this solicitation, or are you seeking a single comprehensive learning management system that encompasses all subjects?
   The District is seeking solutions that support student assessment, progress monitoring, instructional decision-making, and professional learning services. Vendors may propose solutions that address all or part of the District's needs; however, proposals should clearly identify the specific services, content areas, and grade levels supported by the solution.
2. What is the anticipated award date?
   The District anticipates presenting award recommendations to the Board of Trustees at the July 29, 2026, Board Meeting.
3. Does the district anticipate awarding multiple vendors?
   The District reserves the right to award contracts to one or multiple vendors if deemed to be in the best interest of the District.
4. What is the district's current assessment solution?
   The District currently administers an adaptive online assessment that measures student achievement and academic growth. The District is conducting this solicitation to identify the solution that best meets its current and future needs. The name of the current provider is not material to responding to the requirements outlined in the Scope of Services and Bid Lines.
5. How many students is this solution for?
   Estimated student quantities are reflected in the Bid Lines: approximately 20,300 students for the adaptive student assessment platform, 8,741 students for the science assessment add-on, and 4,231 students for the reading fluency assessment add-on. These quantities are estimates provided for proposal purposes, and actual usage may vary.
6. Can LJISD please confirm the subjects? Is this for Math and ELA?
   The adaptive student assessment platform should support multiple content areas, including reading and language arts and mathematics. The solicitation also includes a separate science assessment add-on and a reading fluency assessment add-on in both English and Spanish. Vendors should clearly identify the content areas and grade levels supported by their solution.
7. Are you looking for assessments for all content areas? Or, can the assessments be divided by content area?
   Vendors may propose for all or part of the content areas. The Bid Lines are structured so that pricing may be submitted by component, including the core adaptive platform, the science assessment add-on, and the reading fluency assessment add-on. Proposals should clearly identify the specific content areas and grade levels supported.
8. Are you planning to award one vendor or multiple vendors?
   The District reserves the right to award contracts to one or multiple vendors if deemed to be in the best interest of the District.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 2 - Empowered Graduates

Agenda Category: Action Item

Item Title: Approval of the Interlocal Agreement with South Texas College for Jimmy Carter ECHS 2026-2027

BACKGROUND:

La Joya ISD and South Texas College enter into an Interlocal Agreement with Jimmy Carter as an Early College High school serving grades 9- 12. The agreement outlines the roles and responsibilities of both parties under the ECHS designation and the statewide dual credit goals established by HB 1638.

RATIONALE:

The ECHS model allows students to earn a high school diploma along with up to 60 transferable college credit hours, an industry-based certification, or an associate degree, with tuition waived for dual credit courses within a student's degree plan. The agreement is required to maintain the ECHS designation and supports the district's CCMR and graduation goals.

BUDGET:

Cost	*Funding Source*	*Vendor*
No cost	N/A	South Texas College
Purchasing Mechanism		***Additional Documentation***
Interlocal Agreement		Interlocal Agreement

RECOMMENDATION:

Administration recommends approval

Initiated by: Debra Harris, Executive Director of Research, Assessment, and Accountability

Reviewed by: Click or tap here to enter text.

BF&AS Reviewed by: Click or tap here to enter text.

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

SOUTH TEXAS COLLEGE

Interlocal Agreement

South Texas College
La Joya ISD – Jimmy Carter Early College High School

SOUTH TEXAS COLLEGE (herein called the "College") and **La Joya ISD** (herein called the "School District") enter into the following Interlocal Agreement (IA), and for the terms of which WITNESS THE FOLLOWING:

TERM
This IA shall be in effect from August 17, 2026 to August 17, 2027, and posted during this term on the College's and School District's respective internet websites.

IA PURPOSE
The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in Dual Credit Programs Designated High Schools. The IA references Texas Education Agency requirement of the House Bill 1638: Statewide Dual Credit Goals (herein called the "G1-4"). An additional Dual Credit Programs IA is required by the Texas Higher Education Coordinating Board (THECB).

PREAMBLE
WHEREAS the parties to this IA desire to establish **Jimmy Carter Early College High School** ("**Early College High School**"), serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. The student population of the **Early College High School** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first-generation college goers, English learners, and students with disabilities. Potential students for the **Early College High School** may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

WHEREAS Early College High Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60), certificate level degree, an associate's degree, and/or at least 60 credit hours towards a baccalaureate degree during grades 9-12. and;

WHEREAS Early College High Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improved academic performance, and increase high school and college/university completion rates;

WHEREAS both **Early College High School** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

1) STATEMENT OF GENERAL DUTIES AND OBLIGATIONS

a) The Early College High School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall apply to the Texas Education Agency (TEA) for the establishment and approval of an Early College High School designation. Prior to the yearly designation renewal submission to TEA, the School District shall notify the College of any additional Institution of Higher Education partnership(s), which may impact the continuance of this agreement.

b) A Leadership Team comprised of members of the School District and the College will meet regularly as mutually agreed to by both parties to plan and make decisions about the design and fidelity of the implementation of the Early College High School Benchmarks. The team will work collaboratively to meet established benchmarks in: (1) Target Population, (2) Partnership Agreement, (3) P-16 Leadership Initiatives, (4) Curriculum and Support, (5) Academic Rigor and Readiness, and (6) School Design. As the school moves through the implementation process and scales up to serve grades 9-12th new topics will be addressed to include, but not limited to community partnerships, dual credit, student support systems and expanding the college culture. The Leadership Team will also address issues of sustainability such as regularly reviewing the IA, discussing budget and cost arrangements, planning for leadership changes in the School District and the College if it applies and expanding and enhancing the partnership.

2) ACADEMIC POLICIES & PROCEDURES

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through Degree Works for all dual credit students.

a) Faculty Qualification, Selection, Supervision, and Evaluation

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The School District will provide and be responsible for the evaluation and assessment of Dual Credit Faculty for high school credit-only courses conducted at the **Early College High School.** For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual.***

b) Professional Development

Early College High School and the College shall provide opportunities for Dual Credit Faculty to collaborate through planning, teaching, and professional development. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate with their teaching responsibilities at the high school to attend the required meetings. **Early College High School** will provide common planning time for Dual Credit Faculty.

3) **LOCATION, FACILITIES, COSTS AND TRANSPORTATION**

Dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards and College policies.

The Designated Texas Education Agency high school site, **Jimmy Carter Early College High School** is located at: **603 College Drive, La Joya, TX 78560**

a) *Facilities*

The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class including the following:

- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District;
- School District offering science or Career and Technical courses will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to the first-class day. School District will ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner that complies with the College's program requirement; and
- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

b) School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College ***Dual Credit Programs Instructional and Quality Standards Manual.***

c) *Tuition and Fees (G1)*

The College waives student tuition for dual credit "S" section college courses. College provides students with access to college resources, and support services at no cost. The School District will be charged tuition and fees as outlined in ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2026-2027.***

d) *Eligibility of Students for Financial Assistance*

Early College High School students are eligible for financial assistance for courses taken outside of the course offerings at **Early College High School**. Tuition is waived when students enroll in dual credit "S" section courses within their selected degree plans. Dual Credit "S" section courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional offerings such as distance learning courses. Enrollment in courses outside of the student's selected degree plan is prohibited by the College.

e) *Faculty Charges*

When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 7, 2026 (Fall semester), January 8, 2027 (Spring semester), and May 21, 2027 (Summer I/II/III semester), a Late Dual Credit Section Cancellation Fee will be assessed.

f) *Transportation*

The School District will provide transportation to students enrolled at **Early College High School** in accordance with State law and School District rules and procedures. The School District will also provide transportation for all **Early College High School** field trips and project-based learning activities. Students enrolled in dual credit courses at the College may be transported by the School District.

4) COURSE CURRICULUM, INSTRUCTION, AND GRADING

School Districts that participate in the Dual Credit Programs Designated High Schools at the College will comply with procedures and guidelines as published in the ***Dual Credit Programs Principal Agreement*** and the ***Dual Credit Programs Instructional and Quality Standards Manual,*** including the following:

a) Academic Instructional Calendar

Dual credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for full semester classes, the College Department Chair and Division Dean will be involved in any decision. The College requires that the Division Dean approve of any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. College courses and exams should take reasonable priority over School District activities.

b) Course of Study

The **Early College High School** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either a certificate level degree, an associate's degree or 60 semester hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. **Early College High School** students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

c) Curriculum Alignment (G4)

The **Early College High School** and College shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28), certificate level degree, an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. The **Early College High School** will provide students with academic, social, and emotional support during their course of study. The College will regularly update the **Early College High School** counselor and principal regarding College curricular changes. **Early College High School** is responsible for ensuring that state course requirements for high school graduation are fulfilled. The **Early College High School** and College will establish a course equivalency crosswalk and will be updated as required. The College's Catalog identifies the number of credits that may be earned for each college course offered at **Early College High School.**

d) Texas Direct Pathways

The College and the ECHS will offer advising on Texas Direct pathways, as outlined in the approved ECHS partnering high school Instructional Plan. The identified dual credit courses apply to the Texas Core Curriculum and Field of Study (FOS) requirements for the student's intended major, consistent with the Texas Higher Education Coordinating Board's Texas Direct framework. Guidance will be provided on progress toward associate degree conferral upon completion of the Core and applicable FOS that will transfer to Texas public universities.

e) Books and Supplemental Materials

The School District will provide textbooks for each registered student, along with equipment and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Associate Vice President for Dual Credit Programs and the Department Chair.

f) Grading Periods and Policies

Faculty will follow the College Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit***, as well as the grading criteria in the department approved syllabus. **Early College High School** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. **Early College High School** students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course. **Early College High School** personnel are responsible for advising dual credit students concerning academic progress in the high school component of the course.

g) Reporting Required: Critical Student Performance Information

The College has developed guidelines for sharing critical student performance information when needed for high school reporting.

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
    - Fall 2026 and Spring 2027: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
    - Summer 2027: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress

reports, and disciplinary matters which are found in the Dual Credit Programs Instructional and Quality Standards Manual.

h) *Submission of College Grade*

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the decision of the faculty member responsible for the course shall be final. College and School District officials will not unreasonably interfere with the faculty member's authority to assign College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty,-upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

5) **DUAL CREDIT POLICIES**

This IA is subject to the following policies:

i. ***Board TASB Policy GH- Relations with Schools and Districts***

ii. ***Board TASB Policy EGA: Academic Achievement – Grading and Credit***

iii. ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships***

6) **STUDENT ENROLLMENT AND SUPPORT SERVICES**

Upon mutual agreement, the College will assist with enrollment at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. **Early College High School** students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on the College adopted TSI scores. **Early College High School** students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

a) *Student Eligibility*

The College requires the School District to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College's ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/manuals.html.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board TASB Policy FB: Admissions.*** The School District will work with the College to make certain all dual credit students are enrolled by the first day of class to help ensure student success and to comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment benchmark scores established by the THECB

and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual.***

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board TASB Policy EGA: Academic Achievement – Grading and Credit*** and ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships.***

b) *Non-Degree Seeking*
Participating districts may choose to offer the non-degree seeking eligibility at the high school sites. Dual credit students selecting the non-degree seeking major may enroll in up to 15 credit hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. Non-degree seeking students may not enroll in more than two dual credit courses per semester. Additionally, non-degree seeking dual credit students are not eligible to enroll in Regular (Non-S) sections.

Districts are encouraged to establish and implement internal screening requirements, while also recommending courses from the designated instructional plan. Additionally, Dual Credit Programs advisors are required to meet with non-degree seeking students before they complete the maximum of 15 credit hours.

c) *Degree seeking Course Load*
Degree seeking dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade and are then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students are limited to two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students must not exceed four (4) dual credit courses per Fall and Spring semesters. Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Mathematics, Associate of Science in Engineering and Associate of Science in Pre-Pharmacy. Course loads in excess of 68 credit hour maximum shall require approval by the Academic Affairs and Economic Development Division Designee.

Students who declare a major leading to a Career and Technical Education (CTE) certificate or associate degree may enroll in academic dual credit courses aligned with the Dual Credit Workforce General Core Table, subject to the dual credit course limitations per semester established in the College's ***Dual Credit Programs Instructional and Quality Standards Manual.*** The Dual Credit Programs is subject to all applicable College policies and procedures.

d) *Non-S Section Enrollment*
Students who want to enroll in non-dual credit section(s) must be approved by the Academic Affairs and Economic Development Division Designee. Students can only be enrolled into courses within their current declared major. Any student approved for enrollment in a non-dual credit section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be created by the College. Criteria for "Non-S" section designation are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

e) *Dual Credit Sections*
Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled no later than the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering School District's approval, if available.

f) *Contingency of Enrollment*
Enrollment in dual credit courses is contingent upon **Early College High School** students' maintaining scholastic progress standards as outlined in the College's Academic Catalog. The **Early College High School** principal's office and counseling center, working with the College's Dual Credit Programs will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

g) *Student Attendance Policies*
Early College High School students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between **Early College High School**, the College, and the Texas Higher Education Coordinating Board (THECB).

h) *Student Composition of Class*
As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the school district may not enroll both dual credit and non-dual credit students in the same section unless the development of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

i. If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.

ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

i) *Collaboration and Outreach Efforts (G1)*
The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program the College's dual credit website.

j) *Advising (G3)*

The College and the School District offer college advising services for dual credit students and the College offers a College Advising Training Program for High School District Counselors.

i. Advising responsibilities by the College and School District are delineated below:
   - Plan, schedule and offer advising and student support throughout the academic year;
   - Offer orientations and advising sessions that increase student's college knowledge and resources for new and continuing dual credit students;
   - Serve as the designated college support services staff for advising dual credit students.

ii. The School District will provide the following services and resources:
   - Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
   - Provide equipment such as computer technology to facilitate advising or meetings.
   - Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credits offered and earned.

During each semester, College staff works with eligible dual credit students to begin the admission process and advisement to ensure students are enrolled only into courses from declared majors as agreed upon with each partnering high school Instructional Plan. For non-degree seeking students, College staff will advise based on courses within the Core Curriculum, as established in the campus' Instructional Plan.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

k) *Advising Students on Transferability and Applicability (G3)*

The College will provide advising opportunities to students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

l) *Counseling and Student Accommodations*

The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008.

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodation for dual credit students. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible to provide the academic accommodations. If the class is taught by a STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

m) *Pathways Alignment (G2)*
The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

n) *Course Credit Establishment*
The College provides a procedure for establishing the course credits that may be earned under the Agreement, including developing a course equivalency crosswalk of identifying the number of high school and college credits that may be earned for each course completed through the program.

o) *Transcription of Credit*
The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student completion of the requirements for each course.

p) *Commencement Ceremonies*
To become eligible to participate in the College Commencement Ceremonies held in May, December, or at such time determined by the Board of Trustees, dual credit students must be enrolled in all final coursework for their declared program and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

q) *Student Conduct*
All students, including dual credit students, are subject to discipline and appropriate sanctions ranging from verbal or written warning to suspension and expulsion from the College and all related programming, under the College's Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of the College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in the College's Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the College must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District and, in accordance with Texas State

law, shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, the College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link: https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf

To ensure the safety of dual credit students, access to South Texas College campuses is restricted to their designated South Texas College course schedules during high school hours, unless they are accessing approved college resources.

r) *Ombuds Services*

Ombuds Services may be requested or referred to provide confidential, informal, independent, and neutral dispute resolution services for members of the college. For more information, visit https://studentservices.southtexascollege.edu/srr/ombuds/index.html

s) *Student Complaints*

The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to **Board TASB Policy *FLD — Student Rights and Responsibilities: Student Complaints*** and follow the relevant processes and procedures detailed in the College's ***Student Handbook*** and/or ***Employee Handbook***, depending on whether the report or complaint relates to another College student or a College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so, including, but not limited to, jurisdiction over the educational program or activity, the complainant, and the respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct which targets a student in a Dual Credit course will be handled by the College in accordance with the policy and procedures outlined in ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence***. A student may report a grievance or complaint at the following link: https://www.southtexascollege.edu/report/index.html.

7) DATA SHARING

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without requiring the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

The School District agrees to provide directory information for all 11th and 12th grade students enrolled in the district for recruitment purposes. The School District will provide an electronic secure file to the Director of Valley Promise for Traditional students by the end of September. The file will include student names, school emails, home phone numbers, and home addresses.

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide the required data in a timely manner to School Districts pursuant to this IA.

The School District shall provide primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the School District without prior authorization from the College.

The School District may request data outside of the scheduled report distribution schedule provided:

- An IA has been executed and is active between the School District and the College.
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

The School District may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu.

Data Security and Breach Notification

Each party agrees to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of student education records and any other data shared pursuant to this IA, in compliance with FERPA, applicable Texas law, and each party's internal information security policies.

In the event either party becomes aware of an actual or reasonably suspected unauthorized access, acquisition, use, or disclosure of education records or other confidential data exchanged under this IA ("Data Breach"), the affected party shall notify the other party without unreasonable delay, and in no event later than **five (5) business days** after discovery of the Data Breach, unless a shorter notification period is required by applicable law.

The parties shall cooperate in good faith to investigate the Data Breach, comply with applicable legal notification obligations, and take reasonable steps to prevent a recurrence. Nothing in this section shall require either party to disclose information protected by law from disclosure to the other party or compromise an ongoing law enforcement investigation.

Each party shall be responsible for any legally required notifications to affected individuals arising from a Data Breach caused by its own acts or omissions.

8) **RECOGNITION OF HIGHER EDUCATION PARTNER**

The School District, when reporting and publicizing high school *students' completion* of dual credit **hours earned, number of courses completed, course types, degrees**, or **certificates**, will recognize all Higher Education partners, including South Texas College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as its Higher Education partner. The following statement must be included in all the School District's publications and/or

advertisements in regard to the Dual Credit Programs:

"[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees.

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at https://admin.southtexascollege.edu/pr/dual-credit-marketing.html (see Exhibit A for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

9) **ADMINISTRATION OF STATEWIDE INSTRUMENTS**

Early College High School shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition **Early College High School** will administer a Texas Success Initiative (TSI) college placement exam to all incoming ninth (9^{th}) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSI college placement exams will be scheduled and provided by **Early College High School.**

10) **PROVISIONS FOR REVIEWING DATA FOR PROGRAM IMPROVEMENTS**

School District and the College shall develop a plan for the evaluation of the Program to be completed each year based on the collection and review of data.

11) **TITLE IX OF THE EDUCATION AMENDMENTS 1972**

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College's ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link: https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf.

Title IX of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and any Title IX Deputy Coordinators for the College are located at the following link: https://www.southtexascollege.edu/about/notices/title-ix.html.

Together with the execution of this IA, the School District will, by completing Exhibit C hereto, designate a specific School District official **who is trained to investigate and address matters relating to Title IX and civil rights issues, including but not limited to Title VI and Title VII of the Civil Rights Act,** to serve as the authorized liaison with the South Texas College Office of Human Resources and/or the Title IX Coordinator.

Pursuant to the following protocol, the School District and the College will work in a collaborative and timely manner in connection with any claims or investigations arising under Section 8 of the South Texas College Dual Credit Programs IA, Exhibit C.

Title IX Protocol

a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.

b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.

e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.

f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

h) Control:
   i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
   ii. A party who provides instruction in the venue of the other party does not control that venue.

i) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

j) Student:
   i. A student enrolled in a dual-credit course is a student of both parties, regardless of which party has the primary relationship with the student.
   ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.

k) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

l) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

12) **PREGNANT AND PARENTING SERVICES**

The College is committed to creating and maintaining an inclusive and accessible learning environment for all students. Title IX prohibits discrimination on the basis of sex – including pregnancy, parenting and all related conditions – in educational programs and activities that receive federal funding. In addition, pregnant and parenting students who are enrolled at public institutions of higher education are entitled to the protections set forth in the Texas Education Code including Sections 51.982 & 51.983.

For detailed information please visit the Pregnant and Parenting website at:
https://studentservices.southtexascollege.edu/disability/parenting.html

The South Texas College Pregnant and Parenting Liaison Officer is as follows:
Santa Elisa Peña, M. Ed., LPC-S
Director of Counseling and Student Accessibility Services
Pecan Campus, K 2.900
McAllen, TX 78501
Phone: 956-872-2140
Email: santaep@southtexascollege.edu

For more information, please visit ***Board TASB Policy FAA (Local) — Equal Educational Opportunity: Pregnant and Parenting Students.***

13) **NON-DISCRIMINATION**

The College prohibits discrimination, including harassment, and sexual misconduct against any employee, applicant for employment, student or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at the College include: race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status or any other basis prohibited by law.

Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment or that adversely affects the student.

For more information, please visit ***Board TASB Policy FFDB — Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics.***

14) **DISCONTINUATION OF OPERATIONS**

Should the School District or College elect to discontinue the operation of the **Early College High School**, the provisions for serving the students will include the following:

a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school and College administration.
b) Based on the College's assessment, the last accepted cohort may be allowed to continue as designated until students phase out of the 12th grade.

While in the process of discontinuing operation, the Designated High School may not enroll any additional students in the designated program in grades that have been phased out. In addition, while the designated school is in the process of discontinuing operation, the designated program must continue to meet all of the required design elements and provide full support for all students enrolled in the designated program as mandated by the Texas Education Agency and other regulating partners such as Educate Texas.

15) **INTERLOCAL AGREEMENT(IA)**

This IA may be amended by mutual written agreement of both parties.

The College and the School District reserve the right to terminate this IA, by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

16) **NOTIFICATIONS OF NON-COMPLIANCE AND TERMINIATION OF AGREEMENT**

If a party fail to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature

would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

IN WITNESS THEREOF, the parties have duly approved this Interlocal Agreement, executed in duplicate originals on this ____ day of _____, 2026.

Dr. Ricardo J. Solis President South Texas College	Dr. Marcey Sorensen Superintendent La Joya ISD
Chairman, Board of Trustees South Texas College	President, Board of Trustees La Joya ISD

Exhibit A
Sample Recognition

SOUTH TEXAS COLLEGE



PSJA ISD

Over 180 PSJA ISD Seniors named Prospective Graduates during South Texas College Fall Comm...

More than 180 PSJA ISD seniors walked the stage at South Texas College's Fall Commencement Ceremony on Saturday, Dec. 13, 2025, at the Bert Ogden Arena, where they were recognized as Prospective Graduates for an Associate Degree or College Certificate. This achievement comes months before they receive their high school diplomas in May 2026.

Approximately 91 students completed Associate Degrees, while 91 earned Industry-Level Certifications in high-demand workforce pathways through the PSJA Academies, expanding their future opportunities in both higher education and the workforce.

Congratulations to our students walking the stage today—we are so proud to celebrate this achievement with you! 🎓

Mercedes High School

🎓 Welding Warriors Alert! 🎓
13 Mercedes High School students just WELDED their way to success! They officially earned their Structural Welding Certificates from South Texas College at this weekend's Fall Commencement!

MHS is beyond proud of all the hard work and commitment of these exceptional students. They are ready to build the future! Give them a HUGE congrats! 👏

#MercedesHigh #STCCommencement #WeldingWarriors #FutureBuilders #CareerReady

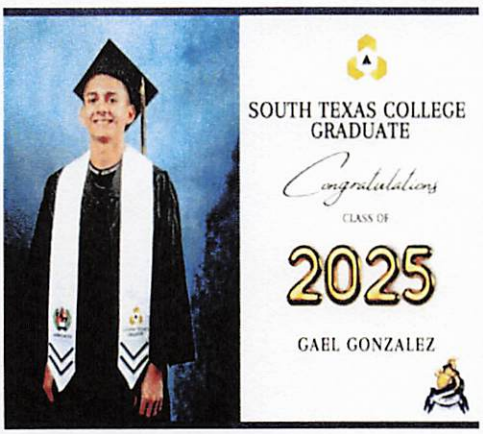


IDEA San Juan

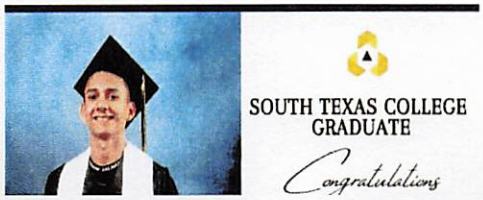
IDEA San Juan College Prep invites all 8th grade families to attend our P-TECH Parent Information Meetings!
Learn how your child can earn FREE college credit through our partnership with South Texas College.
April 8 or April 22
5:30–6:00 PM
IDEA San Juan College Prep

¡IDEA San Juan College Prep invita a todas las familias de 8° grado a nuestras Reuniones Informativas de P-TECH!
Aprenda cómo su estudiante puede obtener créditos universitarios GRATIS a través de nuestra colaboración con South Texas College.
8 o 22 de abril
5:30–6:00 PM
IDEA San Juan College Prep











From: Philip Fraissinet <pfraissinet@thompsonhorton.com>
Sent: Friday, May 8, 2026 3:42 PM
To: Anna Marie Candelario <a.candelario@lajoyaisd.net>; Marcey Sorensen <m.sorensen@lajoyaisd.net>
Cc: legal-mbeam <mbeam@thompsonhorton.com>; Kelsey McKeag <kmckeag@thompsonhorton.com>; Derek Little <d.little@lajoyaisd.net>
Subject: RE: Review of Agreement with STC and Forthcoming MOU

> **Important:** This email is from outside the lajoyaisd.net domain, do not click any link and do not open attachments unless you have confirmed the sender.

Here is the markup of the Interlocal Agreement for Dual Credit generally. This addresses the marketing/promotion exclusivity issues, incorporates the two provisions Anna Marie identifies from the PTECH agreement, and make a few other recommended tweaks. You can send this to STC to keep this one moving forward.

I am going through the PTECH agreement but don't anticipate significant changes to that given that STC incorporated all the provisions you all wanted. But you may want to go ahead and send this Dual Credit Agreement now to see if there will be any pushback on these changes.

Philip Fraissinet, Partner|Vcard|
3200 Southwest Freeway, Suite 2000
Houston, Texas 77027
T:713.554.6743| M: 832.453.3660 | F:713.583.9668
pdf@thompsonhorton.com |www.thompsonhorton.com

Thompson & Horton LLP

CONFIDENTIALITY STATEMENT: This message and all attachments are confidential and may be protected by the attorney-client and other privileges. Any review, use, dissemination, forwarding, printing, copying, disclosure or distribution by persons other than the intended recipients is prohibited and may be unlawful. Please delete this message and any copy of it (in any form) without disclosing it. If you believe this message has been sent to you in error, please notify the sender by replying to this transmission. Thank you for your cooperation.

From: Anna Marie Candelario <a.candelario@lajoyaisd.net>
Sent: Thursday, May 7, 2026 9:43 AM
To: Marcey Sorensen <m.sorensen@lajoyaisd.net>; Philip Fraissinet <pfraissinet@thompsonhorton.com>
Cc: Morgan Beam <mbeam@thompsonhorton.com>; Kelsey McKeag <kmckeag@thompsonhorton.com>; Derek Little <d.little@lajoyaisd.net>
Subject: Re: Review of Agreement with STC and Forthcoming MOU

Hello Philp,

Thank you for checking in with me after the board meeting. The only two of the six items that we would like in both interlocal agreements are:

- Collaboration of the pipeline support for faculty
- Science Labs

Also confirming with @Marcey Sorensen that the wording should include that STC is one of our IHEs, and we want to remove the restrictive language of sole IHE provider.

Thank you,

Anna Marie

MRS. ANNA MARIE CANDELARIO
DEPUTY CHIEF
ACADEMIC ADVANCEMENT & SCHOOL PERFORMANCE
Address: 200 W. Expressway 83
La Joya, Texas 78560
Office Telephone number: 956-323-2560
Office email : a.candelario@lajoyaisd.net
EDUCATIONAL EXCELLENCE: THE RIGHT OF EVERY STUDENT

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 2 - Empowered Graduates

Agenda Category: Action Item

Item Title: Approval of the Interlocal Agreement with South Texas College for La Joya High School P-TECH 2026-2027

BACKGROUND:

La Joya ISD and South Texas College enter into an Interlocal Agreement with La Joya High School as a Pathways in Technology Early College High School (P-TECH), serving grades 9- 12. The agreement outlines the roles and responsibilities of both parties under the P-TECH designation and the statewide dual credit goals established by HB 1638.

RATIONALE:

The P-TECH model allows students to earn a high school diploma along with up to 60 transferable college credit hours, an industry-based certification, or an associate degree, with tuition waived for dual credit courses within a student's degree plan. The agreement is required to maintain the P-TECH designation and supports the district's CCMR and graduation goals.

BUDGET:

Cost	*Funding Source*	*Vendor*
No cost	N/A	South Texas College
Purchasing Mechanism		***Additional Documentation***
Interlocal Agreement		Interlocal Agreement

RECOMMENDATION:

Administration recommends approval

Initiated by: Debra Harris, Executive Director of Research, Assessment, and Accountability

Reviewed by: Click or tap here to enter text.

BF&AS Reviewed by: Click or tap here to enter text.

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

SOUTH TEXAS COLLEGE

Interlocal Agreement

South Texas College
La Joya ISD - La Joya High School - Pathways in Technology Early College High School (P-TECH)

SOUTH TEXAS COLLEGE (herein called the "College") and **La Joya ISD** (herein called the "School District") enter into the following Interlocal Agreement (IA), and for the terms of which WITNESS THE FOLLOWING:

TERM
This IA shall be in effect from August 17, 2026 to August 17, 2027, and posted during this term on the College's and School District's respective internet websites.

IA PURPOSE
The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in Dual Credit Programs Designated High Schools. The IA references Texas Education Agency requirement of the House Bill 1638: Statewide Dual Credit Goals (herein called the "G1-4"). An additional Dual Credit Programs IA is required by the Texas Higher Education Coordinating Board (THECB).

PREAMBLE
WHEREAS the parties to this IA desire to establish **La Joya High School** ("**P-TECH School**"), serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. The student population of the **P-TECH School** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first-generation college goers, English learners, and students with disabilities. Potential students for the **P-TECH School** may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

WHEREAS P-TECH Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60), certificate level degree, an associate's degree, and/or at least 60 credit hours towards a baccalaureate degree during grades 9-12 and;

WHEREAS P-TECH Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improved academic performance, and increase high school and college/university completion rates;

WHEREAS both **P-TECH School** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

1) **STATEMENT OF GENERAL DUTIES AND OBLIGATIONS**

a) The P-TECH School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall apply to the Texas Education Agency for the establishment and approval of a P-TECH School designation. Prior to the yearly designation renewal submission to TEA, the School District shall notify the College of any additional Institution of Higher Education partnership(s).

b) A Leadership Team comprised of members of the district and the college will meet regularly as mutually agreed to by both parties to plan and make decisions about the design and fidelity of the implementation of the P-TECH High School Benchmarks. The team will work collaboratively to meet established benchmarks in: (1) School Design, (2) Target Population, (3) Strategic Alliances, (4) Curriculum, Instruction and Assessment, (5) Work Based Learning, and (6) Student Support. As the school moves through the implementation process and scales up to serve grades 9-12, new topics will be addressed to include, but not limited to community partnerships, dual credit, student support systems and expanding the college culture. The Leadership Team will also address issues of sustainability such as regularly reviewing the IA, discussing budget and cost arrangements, planning for leadership changes in the School District and the College if it applies and expanding and enhancing the partnership.

2) **ACADEMIC POLICIES & PROCEDURES**

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through Degree Works for all dual credit students.

a) *South Texas College Policy GH (Local): Relations with Schools and Districts:*
On April 28, 2026, the South Texas College Board of Trustees conducted the first of two required readings of a proposed revision to Policy GH (Local) – Relations with Schools and Districts. This policy currently reflects the College's practice of allowing ninth grade students to begin dual credit coursework in the spring semester, supporting a dedicated fall onboarding period designed to strengthen student readiness and success.

As part of this process, College administration has recommended a revision to create a limited exemption for P-TECH programs. The proposed change would allow ninth grade students enrolled at designated P-TECH campuses, and following approved instructional plan pathways, to begin dual credit coursework during their first semester.

In accordance with Board procedure, a second reading of the proposed revision is scheduled for the May 26, 2026 regular board meeting. At that time, the Board may consider and act on the administration's recommendation, including any revisions it deems appropriate. Should the Board adopt the proposed change, the College would then work with partnering P-TECH sites, as appropriate, to review and approve instructional plan pathways aligned to student needs.

b) *Faculty Qualification, Selection, Supervision, and Evaluation*
The College will support the School District's "Grow Your Own" initiative by providing the School District faculty candidates the opportunity to meet with divisional and pathway leadership during each fall and spring semester so department chairs and departmental faculty may provide guidance, course management recommendation and best practices for instruction at a college level. This may include explaining educational course credential requirements needed to teach college courses for the College, college course preparation, college level system usage, and overall College and dual credit expectations. School District faculty candidates will also have the opportunity to attend professional development that will inform the candidate on topics that may help them better prepare for the Dual

Credit Faculty application process, interview considerations and dual credit faculty expectations. This effort and support will provide a framework for the School District and School District faculty candidate to assess their readiness to meet the College's Dual Credit Faculty standards, as required by the College's institutional and programmatic accreditations.

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The School District will provide and be responsible for the evaluation and assessment of Dual Credit Faculty for high school credit-only courses conducted at the **P-TECH School**. For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual.***

c) *Professional Development*
P-TECH School and the College shall provide opportunities for Dual Credit Faculty to collaborate through planning, teaching, and professional development. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate with their teaching responsibilities at the high school to attend the required meetings. **P-TECH School** will provide common planning time for Dual Credit Faculty.

3) **LOCATION, FACILITIES, COSTS AND TRANSPORTATION**
Dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards and College policies.

The Designated Texas Education Agency high school site, **La Joya High School – P-TECH** is located at: **604 N. Coyote Blvd La Joya, TX 78560**

a) *Facilities*
The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class, including the following:
- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District;
- School District offering science or Career and Technical courses, will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to the first-class day. School District will ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner that complies with the College's program requirement; and
- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

b) If the School District does not have sufficient approved classroom or laboratory facilities to meet student needs, the School District and the College will collaborate within the established college course request calendar dates, toward the creation of a dual credit course section to be held on a South Texas College campus to meet course and pathway demand. This will include classroom or laboratory allocation, course supply and resource needs, student attendance expectations and the identification of student drop off and pick up location. The creation of a dual credit course on a South Texas College campus will require a minimum of 10 students to justify the creation of the course. Facility availability will be based on the College's available resources.

c) School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College's ***Dual Credit Programs Instructional and Quality Standards Manual.***

d) *Tuition and Fees (G1)*
The College waives student tuition for dual credit "S" section college courses. College provides students access to college resources, and support services at no cost. The School District will be charged tuition and fees as outlined in ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2026-2027.***

e) *Eligibility of Students for Financial Assistance*
P-TECH School students are eligible for financial assistance for courses taken outside of the course offerings at **P-TECH School**. Tuition is waived when students enroll in dual credit "S" section courses within their selected degree plans. Dual Credit "S" section courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional offerings such as distance learning courses. Enrollment in courses outside of the student's selected degree plan is prohibited by the College.

f) *Faculty Charges*
When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 7, 2026 (Fall semester), January 8, 2027 (Spring semester), and May 21, 2027 (Summer I/II/III semester), a Late Dual Credit Section Cancellation Fee will be assessed

f) *Transportation*
The School District will provide transportation to students enrolled at **P-TECH School** in accordance with State law and School District rules and procedures. The School District will also provide transportation for all **P-TECH School** field trips and project-based learning activities. Students enrolled in dual credit courses at the College may be transported by the School District.

4) COURSE CURRICULUM, INSTRUCTION, AND GRADING
School Districts that participate in the Dual Credit Programs Designated High Schools at the College will comply with procedures and guidelines as published in the ***Dual Credit Programs Principal Agreement*** and the ***Dual Credit Programs Instructional and Quality Standards Manual,*** including the following:

a) *Academic Instructional Calendar*
Dual credit classes will follow the College Academic Calendar. Exceptions may be

arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for full semester classes, the College Department Chair and Division Dean will be involved in any decision. The College requires that the Division Dean approve of any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. College courses and exams should take reasonable priority over School District activities.

b) *Course of Study*

The **P-TECH SCHOOL** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either a certificate level degree, an associate's degree or 60 semester hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. **P-TECH School** students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

c) Curriculum Alignment (G4)

The **P-TECH School** and College shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28), certificate level degree, an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. The **P-TECH School** will provide students with academic, social, and emotional support during their course of study. The College will regularly update the **P-TECH School** counselor and principal regarding College curricular changes. **P-TECH School** is responsible for ensuring that state course requirements for high school graduation are fulfilled. The **P-TECH School** and College will establish a course equivalent crosswalk and will be updated as required. The College's Catalog identifies the number of credits that may be earned for each college course offered at **P-TECH School**.

The College has begun development of an Associate of Science (AS) in Health Sciences degree. The proposed curriculum has been approved by the College's Biology Department faculty, and will proceed through the College's internal review process before advancing to external review by the state (THECB) and regional accreditation (SACSCOC). The College anticipates that the program may be available as early as Spring 2027, subject to all required approvals by THECB and SACSCOC. Implementation of the AS in Health Sciences degree under this Agreement is expressly contingent on receipt of all such required approvals. If the program is not approved in time for Spring 2027 implementation, the parties shall meet and confer to identify alternative pathways and any necessary amendments to this Agreement.

The College is ready to collaborate on the development of an instructional plan for the AS in Health Sciences degree, outlining all required courses and the recommended grade level for each, ensuring a clear pathway has been articulated for student progression. This instructional plan will require that incoming 9th graders complete all college entrance requirements including Apply Texas, meet all program and course prerequisites, have all

needed course resources, textbooks and technology to be considered for the Fall of 9th grade. The School District will create an internal selection criteria that will identify and recommend students for enrollment into classes as soon as the Fall semester of 9th grade.

d) *Books and Supplemental Materials*
The School District will provide textbooks for each registered student, along with equipment, and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Associate Vice President of Dual Credit Programs and the Department Chair.

e) *Grading Periods and Policies*
Faculty will follow the College Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit***, as well as the grading criteria in the department approved syllabus. **P-TECH School** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. P-TECH SCHOOL students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course. **P-TECH School** personnel are responsible for advising dual credit students concerning academic progress in the high school component of the course.

f) *Reporting Required: Critical Student Performance Information*
The College has developed guidelines for sharing critical student performance information when needed for high school reporting.

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
  - Fall 2026 and Spring 2027: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
  - Summer 2027: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress reports, and disciplinary matters which are found in the ***Dual Credit Programs Instructional and Quality Standards Manual.***

g) *Submission of College Grade*
The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the decision of the faculty member

responsible for the course shall be final. College and School District officials will not unreasonably interfere with the faculty member's authority to assign College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty, upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

5) **DUAL CREDIT POLICIES**

This IA is subject to the following policies:

i. ***Board TASB Policy GH- Relations with Schools and Districts***

ii. ***Board TASB Policy EGA: Academic Achievement – Grading and Credit***

iii. ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships***

6) **STUDENT ENROLLMENT AND SUPPORT SERVICES**

Upon mutual agreement, the College will assist with enrollment at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. **P-TECH School** students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on the College adopted TSI scores. **P-TECH School** students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

a) *Student Eligibility*

The College requires the School District to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College's ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/manuals.html.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board TASB Policy FB: Admissions.*** The School District will work with the College to make certain all dual credit students are enrolled by the first day of class to help ensure student success and to comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment benchmark scores established by the THECB and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual***.

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board TASB Policy EGA: Academic Achievement – Grading and Credit*** and ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships.***

b) *Non-Degree Seeking*

Participating districts may choose to offer the non-degree seeking option at high school sites. Dual credit students selecting the non-degree seeking major may enroll in up to 15 credit

hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. Non-degree seeking students may not enroll in more than two dual credit courses per semester. Additionally, non-degree seeking dual credit students are not eligible to enroll in Regular (Non-S) sections.

Districts are encouraged to establish and implement internal screening requirements, while also recommending courses from the designated instructional plan. Additionally, Dual Credit Programs advisors are required to meet with non-degree seeking students before they complete the maximum of 15 credit hours.

c) *Degree seeking Course Load*

Degree seeking dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade and are then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students are limited to two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students must not exceed four (4) dual credit courses per Fall and Spring semesters. Notwithstanding the foregoing, in the event the College's Board of Trustees adopts a revision to Policy GH (Local) creating an exemption for designated P-TECH programs, degree seeking dual credit students enrolled at designated P-TECH campuses and following an instructional plan pathway approved by the College may begin dual credit coursework during the Fall semester of 9th grade, subject to the limits and prerequisites set forth in such approved pathway and the College's applicable policies and procedures.
Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Mathematics, Associate of Science in Engineering and Associate of Science in Pre-Pharmacy. Course loads in excess of 68 credit hour maximum shall require approval by the Academic Affairs and Economic Development Division Designee.

Students who declare a major leading to a Career and Technical Education (CTE) certificate or associate degree may enroll in academic dual credit courses aligned with the Dual Credit Workforce General Core Table, subject to the dual credit course limitations per semester established in the College's ***Dual Credit Programs Instructional and Quality Standards Manual.*** The Dual Credit Programs is subject to all applicable College policies and procedures.

d) *Non-S Section Enrollment*

Students who want to enroll in non-dual credit section(s) must be approved by the Academic Affairs and Economic Development Division Designee. Students can only be enrolled into courses within their current declared major. Any student approved for enrollment in a non-dual credit section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be created by the College. Criteria for "Non-S" section designation are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

e) *Dual Credit Sections*

Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career

Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled no later than the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering School District's approval, if available.

f) *Contingency of Enrollment*

Enrollment in dual credit courses is contingent upon **P-TECH School** students' maintaining scholastic progress standards as outlined in the College's Academic Catalog. The **P-TECH School** principal's office and counseling center, working with the College's Dual Credit Programs will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

g) *Student Attendance Policies*

P-TECH School students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between **P-TECH School**, the College, and the Texas Higher Education Coordinating Board (THECB).

h) *Student Composition of Class*

As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the school district may not enroll both dual credit and non-dual credit students in the same section unless the development of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

i. If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.

ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

i) *Collaboration and Outreach Efforts (G1)*

The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program the College's dual credit website.

j) *Advising (G3)*

The College and the School District offer college advising services for dual credit students and the College offers a College Advising Training Program for High School District Counselors.

i. Advising responsibilities by the College and School District are delineated below:

- Plan, schedule and offer advising and student support throughout the academic year;
- Offer orientations and advising sessions that increase student's college knowledge and resources for new and continuing dual credit students;

- Serve as the designated college support services staff for advising dual credit students.

ii. The School District will provide the following services and resources:
- Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
- Provide equipment such as computer technology to facilitate advising or meetings.
- Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credits offered and earned.

During each semester, College staff works with eligible dual credit students to begin the admission process and advisement to ensure students are enrolled only into courses from declared majors as agreed upon with each partnering high school Instructional Plan. For non-degree seeking students, College staff will advise based on courses within the Core Curriculum, as established in the campus' Instructional Plan.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

k) *Advising Students on Transferability and Applicability (G3)*
The College will provide advising opportunities to students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

l) *Counseling and Student Accommodations*
The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008.

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodation for dual credit students. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible for providing academic accommodation. If the class is taught by a STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual***.

An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

m) *Pathways Alignment (G2)*
The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

Course Credit Establishment
The College provides a procedure for establishing the course credits that may be earned under the Agreement, including developing a course equivalency crosswalk of identifying the number of high school and college credits that may be earned for each course completed through the program.

Transcription of Credit
The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student completion of the requirements for each course.

n) *Commencement Ceremonies*
To become eligible to participate in the College Commencement Ceremonies held in May, December, or at such time determined by the Board of Trustees, dual credit students must be enrolled in all final coursework for their declared program, and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

o) *Student Conduct*
All students, including dual credit students, are subject to discipline and appropriate sanctions ranging from verbal or written warning to suspension and expulsion from the College and all related programming, under the College's Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of the College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in the College's Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the College must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District and, in accordance with Texas State law, shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, the College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link:
https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf

p) *Student Complaints*
The College's Grievance and/or Complaint procedures for handling student complaints regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to **Board TASB Policy *FLD — Student Rights and Responsibilities: Student***

Complaints and follow the relevant processes and procedures detailed in the College's ***Student Handbook*** and/or ***Employee Handbook***, depending on whether the report or complaint relates to another College student or a College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so, including, but not limited to, jurisdiction over the educational program or activity, the complainant, and the respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct which targets a student in a Dual Credit course will be handled by the College in accordance with the policy and procedures outlined in ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence***. A student may report a grievance or complaint at the following link: https://www.southtexascollege.edu/report/index.html.

To ensure the safety of dual credit students, access to South Texas College campuses is restricted to their designated South Texas College course schedules during high school hours, unless they are accessing approved college resources. such as Student Support Services, the library, or the Center for Learning Excellence (CLE).

q) *Ombuds Services*

Ombuds Services may be requested or /referred to provide confidential, informal, independent, and neutral dispute resolution services for members of the college. For more information, visit https://studentservices.southtexascollege.edu/srr/ombuds/index.html

7) DATA SHARING

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without requiring the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

The School District agrees to provide directory information for all 11th and 12th grade students enrolled in the district for recruitment purposes. The School District will provide an electronic secure file to the Director of Valley Promise for Traditional students by the end of September. The file will include student names, school emails, home phone numbers, and home addresses.

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide the required data in a timely manner to School Districts pursuant to this IA.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the School District without prior authorization from the College.
The School District may request data outside of the scheduled report distribution schedule provided:

- An IA has been executed and is active between the School District and the College.
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date.

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

Data Security and Breach Notification

Each party agrees to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of student education records and any other data shared pursuant to this IA, in compliance with FERPA, applicable Texas law, and each party's internal information security policies.

In the event either party becomes aware of actual or reasonably suspected unauthorized access, acquisition, use, or disclosure of education records or other confidential data exchanged under this IA ("Data Breach"), the affected party shall notify the other party without unreasonable delay, and in no event later than five (5) business days after discovery of the Data Breach, unless a shorter notification period is required by applicable law.

The parties shall cooperate in good faith to investigate the Data Breach, comply with applicable legal notification obligations and take reasonable steps to prevent a recurrence. Nothing in this section shall require either party to disclose information protected by law from disclosure to the other party or compromise an ongoing law enforcement investigation.

Each party shall be responsible for any legally required notifications to affected individuals arising from a Data Breach caused by its own acts or omissions. Partners may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu

8) RECOGNITION OF HIGHER EDUCATION PARTNER

The School District, when reporting and publicizing high school *students' completion* of dual credit **hours earned, number of courses completed, course types**, **degrees**, or **certificates**, will recognize all Higher Education partners, including South Texas College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as its Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Dual Credit Programs:

"[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees.

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at https://admin.southtexascollege.edu/pr/dual-credit-marketing.html (see Exhibit A for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

9) ADMINISTRATION OF STATEWIDE INSTRUMENTS

P-TECH SCHOOL shall comply with State Board of Education rules regarding administration of

the assessment instruments as required by Subchapter B, Chapter 39. In addition **P-TECH School** will administer a Texas Success Initiative (TSI) college placement exam to all incoming ninth (9th) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSI college placement exams will be scheduled and provided by **P-TECH School.**

10) PROVISIONS FOR REVIEWING DATA FOR PROGRAM IMPROVEMENTS

School District and the College shall develop a plan for the evaluation of the Program to be completed each year based on the collection and review of data.

11) TITLE IX OF THE EDUCATION AMENDMENTS 1972

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College's ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link: https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf.

Title IX of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and any Title IX Deputy Coordinators for the College are located at the following link: https://www.southtexascollege.edu/about/notices/title-ix.html.

Together with the execution of this IA, the School District will, by completing Exhibit C hereto, designate a specific School District official **who is trained to investigate and address matters relating to Title IX and civil rights issues, including but not limited to Title VI and Title VII of the Civil Rights Act,** to serve as the authorized liaison with the South Texas College Office of Human Resources and/or the Title IX Coordinator.

Pursuant to the following protocol, the School District and the College will work in a collaborative and timely manner in connection with any claims or investigations arising under Section 8 of the South Texas College Dual Credit Programs IA, Exhibit C.

Title IX Protocol

a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.

b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent

the outcome impacts the other party or its students/employees.

c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.

e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.

f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

h) Control:
    i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
    ii. A party who provides instruction in the venue of the other party does not control that venue.

i) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

j) Student:
    i. A student enrolled in a dual-credit/early college course is a student of both parties, regardless of which party has the primary relationship with the student.
    ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.

k) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the

student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

l) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

12) PREGNANT AND PARENTING SERVICES

The College is committed to creating and maintaining an inclusive and accessible learning environment for all students. Title IX prohibits discrimination on the basis of sex – including pregnancy, parenting and all related conditions – in educational programs and activities that receive federal funding. In addition, pregnant and parenting students who are enrolled at public institutions of higher education are entitled to the protections set forth in the Texas Education Code including Sections 51.982 & 51.983.

For detailed information please visit the Pregnant and Parenting website at:
https://studentservices.southtexascollege.edu/disability/parenting.html

The South Texas College Pregnant and Parenting Liaison Officer is as follows:
Santa Elisa Peña, M. Ed., LPC-S
Director of Counseling and Student Accessibility Services
Pecan Campus, K 2.900
McAllen, TX 78501
Phone: 956-872-2140
Email: santaep@southtexascollege.edu

For more information, please visit ***Board TASB Policy FAA (Local) — Equal Educational Opportunity: Pregnant and Parenting Students.***

13) NON-DISCRIMINATION

The College prohibits discrimination, including harassment, and sexual misconduct against any employee, applicant for employment, student or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at the College include: race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status or any other basis prohibited by law.

Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment or that adversely affects the student.

For more information, please visit ***Board TASB Policy FFDB — Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics.***

14) DISCONTINUATION OF OPERATIONS

Should the School District or College elect to discontinue the operation of the **P-TECH School**, the provisions for serving the students will include the following:

a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school and College administration.
b) Based on the College's assessment, the last accepted cohort may be allowed to continue as designated until students phase out of the 12th grade.

While in the process of discontinuing operation, the Designated High School may not enroll any additional students in the designated program in grades that have been phased out. In addition, while the designated school is in the process of discontinuing operation, the designated program must continue to meet all of the required design elements and provide full support for all students enrolled in the designated program as mandated by the Texas Education Agency and other regulating partners such as Educate Texas.

15) **INTERLOCAL AGREEMENT(IA)**
This IA may be amended by mutual written agreement of both parties.

The College and the School District reserve the right to terminate this IA, by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

16) **NOTIFICATIONS OF NON-COMPLIANCE AND TERMINIATION OF AGREEMENT**
If a party fail to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

IN WITNESS THEREOF, the parties have duly approved this Interlocal Agreement, executed in duplicate originals on this _____day of _____, 2026.

Dr. Ricardo J. Solis President South Texas College	Superintendent Name Superintendent La Joya ISD
Chairman, Board of Trustees South Texas College	President, Board of Trustees La Joya ISD

Exhibit A
Sample Recognition

SOUTH TEXAS COLLEGE





PSJA ISD
Dec 13, 2025 ·

psjaisd.us
Over 180 PSJA ISD Seniors named Prospective Graduates during South Texas College Fall Comm...

More than 180 PSJA ISD seniors walked the stage at South Texas College's Fall Commencement Ceremony on Saturday, Dec. 13, 2025, at the Bert Ogden Arena, where they were recognized as Prospective Graduates for an Associate Degree or College Certificate. This achievement comes months before they receive their high school diplomas in May 2026.

Approximately 91 students completed Associate Degrees, while 91 earned Industry-Level Certifications in high-demand workforce pathways through the PSJA Academies, expanding their future opportunities in both higher education and the workforce.

Congratulations to our students walking the stage today—we are so proud to celebrate this achievement with you! 🎓

Mercedes High School
Dec 15, 2025 ·

🎓 Welding Warriors Alert! 🎓
13 Mercedes High School students just WELDED their way to success! They officially earned their Structural Welding Certificates from South Texas College at this weekend's Fall Commencement!

MHS is beyond proud of all the hard work and commitment of these exceptional students. They are ready to build the future! Give them a HUGE congrats! 🎉

#MercedesHigh #STCCommencement
#WeldingWarriors #FutureBuilders #CareerReady

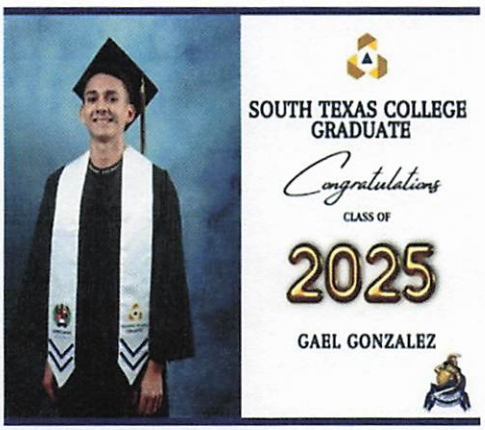


IDEA San Juan
8h ·

IDEA San Juan College Prep invites all 8th grade families to attend our P-TECH Parent Information Meetings!
Learn how your child can earn FREE college credit through our partnership with South Texas College.
📅 April 8 or April 22
⏰ 5:30–6:00 PM
📍 IDEA San Juan College Prep

¡IDEA San Juan College Prep invita a todas las familias de 8° grado a nuestras Reuniones Informativas de P-TECH!
Aprenda cómo su estudiante puede obtener créditos universitarios GRATIS a través de nuestra colaboración con South Texas College.
📅 8 o 22 de abril
⏰ 5:30–6:00 PM
📍 IDEA San Juan College Prep







Approved- March 24, 2026

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 2 - Empowered Graduates

Agenda Category: Action Item

Item Title: Approval of the Interlocal Agreement with South Texas College for Palmview High School P-TECH 2026-2027

BACKGROUND:

La Joya ISD and South Texas College enter into an Interlocal Agreement to continue Palmview High School as a Pathways in Technology Early College High School (P-TECH), serving grades 9- 12. The agreement outlines the roles and responsibilities of both parties under the P-TECH designation and the statewide dual credit goals established by HB 1638.

RATIONALE:

The P-TECH model allows students to earn a high school diploma along with up to 60 transferable college credit hours, an industry-based certification, or an associate degree, with tuition waived for dual credit courses within a student's degree plan. The agreement is required to maintain the P-TECH designation and supports the district's CCMR and graduation goals.

BUDGET:

Cost	***Funding Source***	***Vendor***
No cost	N/A	South Texas College
Purchasing Mechanism		***Additional Documentation***
Interlocal Agreement		Interlocal Agreement

RECOMMENDATION:

Administration recommends approval

Initiated by: Debra Harris, Executive Director of Research, Assessment, and Accountability

Reviewed by: Click or tap here to enter text.

BF&AS Reviewed by: Click or tap here to enter text.

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

SOUTH TEXAS COLLEGE

Interlocal Agreement

South Texas College
La Joya ISD - La Joya Palmview High School - Pathways in Technology Early College High School (P-TECH)

SOUTH TEXAS COLLEGE (herein called the "College") and **La Joya ISD** (herein called the "School District") enter into the following Interlocal Agreement (IA), and for the terms of which WITNESS THE FOLLOWING:

TERM
This IA shall be in effect from August 17, 2026 to August 17, 2027, and posted during this term on the College's and School District's respective internet websites.

IA PURPOSE
The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in Dual Credit Programs Designated High Schools. The IA references Texas Education Agency requirement of the House Bill 1638: Statewide Dual Credit Goals (herein called the "G1-4"). An additional Dual Credit Programs IA is required by the Texas Higher Education Coordinating Board (THECB).

PREAMBLE
WHEREAS the parties to this IA desire to establish **La Joya Palmview High School** ("**P-TECH School**"), serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. The student population of the **P-TECH School** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first-generation college goers, English learners, and students with disabilities. Potential students for the **P-TECH School** may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

WHEREAS P-TECH Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60), certificate level degree, an associate's degree, and/or at least 60 credit hours towards a baccalaureate degree during grades 9-12 and;

WHEREAS P-TECH Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improved academic performance, and increase high school and college/university completion rates;

WHEREAS both **P-TECH School** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

1) **STATEMENT OF GENERAL DUTIES AND OBLIGATIONS**

a) The P-TECH School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall apply to the Texas Education Agency for the establishment and approval of a P-TECH School designation. Prior to the yearly designation renewal submission to TEA, the School District shall notify the College of any additional Institution of Higher Education partnership(s).

b) A Leadership Team comprised of members of the district and the college will meet regularly as mutually agreed to by both parties to plan and make decisions about the design and fidelity of the implementation of the P-TECH High School Benchmarks. The team will work collaboratively to meet established benchmarks in: (1) School Design, (2) Target Population, (3) Strategic Alliances, (4) Curriculum, Instruction and Assessment, (5) Work Based Learning, and (6) Student Support. As the school moves through the implementation process and scales up to serve grades 9-12, new topics will be addressed to include, but not limited to community partnerships, dual credit, student support systems and expanding the college culture. The Leadership Team will also address issues of sustainability such as regularly reviewing the IA, discussing budget and cost arrangements, planning for leadership changes in the School District and the College if it applies and expanding and enhancing the partnership.

2) **ACADEMIC POLICIES & PROCEDURES**

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through Degree Works for all dual credit students.

a) *South Texas College Policy GH (Local): Relations with Schools and Districts:*
On April 28, 2026, the South Texas College Board of Trustees conducted the first of two required readings of a proposed revision to Policy GH (Local) – Relations with Schools and Districts. This policy currently reflects the College's practice of allowing ninth grade students to begin dual credit coursework in the spring semester, supporting a dedicated fall onboarding period designed to strengthen student readiness and success.

As part of this process, College administration has recommended a revision to create a limited exemption for P-TECH programs. The proposed change would allow ninth grade students enrolled at designated P-TECH campuses, and following approved instructional plan pathways, to begin dual credit coursework during their first semester.

In accordance with Board procedure, a second reading of the proposed revision is scheduled for the May 26, 2026 regular board meeting. At that time, the Board may consider and act on the administration's recommendation, including any revisions it deems appropriate. Should the Board adopt the proposed change, the College would then work with partnering P-TECH sites, as appropriate, to review and approve instructional plan pathways aligned to student needs.

b) *Faculty Qualification, Selection, Supervision, and Evaluation*
The College will support the School District's "Grow Your Own" initiative by providing the School District faculty candidates the opportunity to meet with divisional and pathway leadership during each fall and spring semester so department chairs and departmental faculty may provide guidance, course management recommendation and best practices for instruction at a college level. This may include explaining educational course credential requirements needed to teach college courses for the College, college course preparation, college level system usage, and overall College and dual credit expectations. School District faculty candidates will also have the opportunity to attend professional development that will inform the candidate on topics that may help them better prepare for the Dual

Credit Faculty application process, interview considerations and dual credit faculty expectations. This effort and support will provide a framework for the School District and School District faculty candidate to assess their readiness to meet the College's Dual Credit Faculty standards, as required by the College's institutional and programmatic accreditations.

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The School District will provide and be responsible for the evaluation and assessment of Dual Credit Faculty for high school credit-only courses conducted at the **P-TECH School**. For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual.***

c) *Professional Development*
P-TECH School and the College shall provide opportunities for Dual Credit Faculty to collaborate through planning, teaching, and professional development. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate with their teaching responsibilities at the high school to attend the required meetings. **P-TECH School** will provide common planning time for Dual Credit Faculty.

3) **LOCATION, FACILITIES, COSTS AND TRANSPORTATION**
Dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards and College policies.

The Designated Texas Education Agency high school site, **La Joya Palmview High School – P-TECH** is located at: **3901 La Homa Rd, Palmview, TX 78574**

a) *Facilities*
The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class, including the following:
- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District;
- School District offering science or Career and Technical courses, will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to the first-class day. School District will ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner that complies with the College's program requirement; and

- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

b) If the School District does not have sufficient approved classroom or laboratory facilities to meet student needs, the School District and the College will collaborate within the established college course request calendar dates, toward the creation of a dual credit course section to be held on a South Texas College campus to meet course and pathway demand. This will include classroom or laboratory allocation, course supply and resource needs, student attendance expectations and the identification of student drop off and pick up location. The creation of a dual credit course on a South Texas College campus will require a minimum of 10 students to justify the creation of the course. Facility availability will be based on the College's available resources.

c) School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College's ***Dual Credit Programs Instructional and Quality Standards Manual.***

d) *Tuition and Fees (G1)*
The College waives student tuition for dual credit "S" section college courses. College provides students access to college resources, and support services at no cost. The School District will be charged tuition and fees as outlined in ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2026-2027.***

e) *Eligibility of Students for Financial Assistance*
P-TECH School students are eligible for financial assistance for courses taken outside of the course offerings at **P-TECH School**. Tuition is waived when students enroll in dual credit "S" section courses within their selected degree plans. Dual Credit "S" section courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional offerings such as distance learning courses. Enrollment in courses outside of the student's selected degree plan is prohibited by the College.

f) *Faculty Charges*
When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 7, 2026 (Fall semester), January 8, 2027 (Spring semester), and May 21, 2027 (Summer I/II/III semester), a Late Dual Credit Section Cancellation Fee will be assessed

f) *Transportation*
The School District will provide transportation to students enrolled at **P-TECH School** in accordance with State law and School District rules and procedures. The School District will also provide transportation for all **P-TECH School** field trips and project-based learning activities. Students enrolled in dual credit courses at the College may be transported by the School District.

4) **COURSE CURRICULUM, INSTRUCTION, AND GRADING**
School Districts that participate in the Dual Credit Programs Designated High Schools at the College will comply with procedures and guidelines as published in the ***Dual Credit Programs Principal Agreement*** and the ***Dual Credit Programs Instructional and Quality Standards Manual,*** including the following:

a) *Academic Instructional Calendar*
Dual credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for full semester classes, the College Department Chair and Division Dean will be involved in any decision. The College requires that the Division Dean approve of any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. College courses and exams should take reasonable priority over School District activities.

b) *Course of Study*
The **P-TECH SCHOOL** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either a certificate level degree, an associate's degree or 60 semester hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. **P-TECH School** students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

c) Curriculum Alignment (G4)
The **P-TECH School** and College shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28), certificate level degree, an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. The **P-TECH School** will provide students with academic, social, and emotional support during their course of study. The College will regularly update the **P-TECH School** counselor and principal regarding College curricular changes. **P-TECH School** is responsible for ensuring that state course requirements for high school graduation are fulfilled. The **P-TECH School** and College will establish a course equivalent crosswalk and will be updated as required. The College's Catalog identifies the number of credits that may be earned for each college course offered at **P-TECH School**.

The College has begun development of an Associate of Science (AS) in Health Sciences degree. The proposed curriculum has been approved by the College's Biology Department faculty, and will proceed through the College's internal review process before advancing to external review by the state (THECB) and regional accreditation (SACSCOC). The College anticipates that the program may be available as early as Spring 2027, subject to all required approvals by THECB and SACSCOC. Implementation of the AS in Health Sciences degree under this Agreement is expressly contingent on receipt of all such required approvals. If the program is not approved in time for Spring 2027 implementation, the parties shall meet and confer to identify alternative pathways and any necessary amendments to this Agreement.

The College is ready to collaborate on the development of an instructional plan for the AS in Health Sciences degree, outlining all required courses and the recommended grade level

for each, ensuring a clear pathway has been articulated for student progression. This instructional plan will require that incoming 9th graders complete all college entrance requirements including Apply Texas, meet all program and course prerequisites, have all needed course resources, textbooks and technology to be considered for the Fall of 9th grade. The School District will create an internal selection criteria that will identify and recommend students for enrollment into classes as soon as the Fall semester of 9th grade.

d) *Books and Supplemental Materials*

The School District will provide textbooks for each registered student, along with equipment, and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Associate Vice President of Dual Credit Programs and the Department Chair.

e) *Grading Periods and Policies*

Faculty will follow the College Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit***, as well as the grading criteria in the department approved syllabus. **P-TECH School** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. P-TECH SCHOOL students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course. **P-TECH School** personnel are responsible for advising dual credit students concerning academic progress in the high school component of the course.

f) *Reporting Required: Critical Student Performance Information*

The College has developed guidelines for sharing critical student performance information when needed for high school reporting.

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
  - Fall 2026 and Spring 2027: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
  - Summer 2027: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress reports, and disciplinary matters which are found in the ***Dual Credit Programs Instructional and Quality Standards Manual.***

g) *Submission of College Grade*

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the decision of the faculty member responsible for the course shall be final. College and School District officials will not unreasonably interfere with the faculty member's authority to assign College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty, upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

5) **DUAL CREDIT POLICIES**

This IA is subject to the following policies:

i. ***Board TASB Policy GH- Relations with Schools and Districts***

ii. ***Board TASB Policy EGA: Academic Achievement – Grading and Credit***

iii. ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships***

6) **STUDENT ENROLLMENT AND SUPPORT SERVICES**

Upon mutual agreement, the College will assist with enrollment at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. **P-TECH School** students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on the College adopted TSI scores. **P-TECH School** students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

a) *Student Eligibility*

The College requires the School District to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College's ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/manuals.html.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board TASB Policy FB: Admissions.*** The School District will work with the College to make certain all dual credit students are enrolled by the first day of class to help ensure student success and to comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment benchmark scores established by the THECB and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual***.

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board TASB Policy EGA: Academic Achievement – Grading and Credit*** and ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships.***

b) *Non-Degree Seeking*

Participating districts may choose to offer the non-degree seeking option at high school sites. Dual credit students selecting the non-degree seeking major may enroll in up to 15 credit hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. Non-degree seeking students may not enroll in more than two dual credit courses per semester. Additionally, non-degree seeking dual credit students are not eligible to enroll in Regular (Non-S) sections.

Districts are encouraged to establish and implement internal screening requirements, while also recommending courses from the designated instructional plan. Additionally, Dual Credit Programs advisors are required to meet with non-degree seeking students before they complete the maximum of 15 credit hours.

c) *Degree seeking Course Load*

Degree seeking dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade and are then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students are limited to two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students must not exceed four (4) dual credit courses per Fall and Spring semesters. Notwithstanding the foregoing, in the event the College's Board of Trustees adopts a revision to Policy GH (Local) creating an exemption for designated P-TECH programs, degree seeking dual credit students enrolled at designated P-TECH campuses and following an instructional plan pathway approved by the College may begin dual credit coursework during the Fall semester of 9th grade, subject to the limits and prerequisites set forth in such approved pathway and the College's applicable policies and procedures.
Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Mathematics, Associate of Science in Engineering and Associate of Science in Pre-Pharmacy. Course loads in excess of 68 credit hour maximum shall require approval by the Academic Affairs and Economic Development Division Designee.

Students who declare a major leading to a Career and Technical Education (CTE) certificate or associate degree may enroll in academic dual credit courses aligned with the Dual Credit Workforce General Core Table, subject to the dual credit course limitations per semester established in the College's ***Dual Credit Programs Instructional and Quality Standards Manual.*** The Dual Credit Programs is subject to all applicable College policies and procedures.

d) *Non-S Section Enrollment*

Students who want to enroll in non-dual credit section(s) must be approved by the Academic Affairs and Economic Development Division Designee. Students can only be enrolled into courses within their current declared major. Any student approved for enrollment in a non-dual credit section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be created by the College. Criteria for "Non-S" section designation are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

e) *Dual Credit Sections*
Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled no later than the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering School District's approval, if available.

f) *Contingency of Enrollment*
Enrollment in dual credit courses is contingent upon **P-TECH School** students' maintaining scholastic progress standards as outlined in the College's Academic Catalog. The **P-TECH School** principal's office and counseling center, working with the College's Dual Credit Programs will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

g) *Student Attendance Policies*
P-TECH School students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between **P-TECH School**, the College, and the Texas Higher Education Coordinating Board (THECB).

h) *Student Composition of Class*
As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the school district may not enroll both dual credit and non-dual credit students in the same section unless the development of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

i. If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.

ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

i) *Collaboration and Outreach Efforts (G1)*
The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program the College's dual credit website.

j) *Advising (G3)*
The College and the School District offer college advising services for dual credit students and the College offers a College Advising Training Program for High School District Counselors.

i. Advising responsibilities by the College and School District are delineated below:

- Plan, schedule and offer advising and student support throughout the academic year;
- Offer orientations and advising sessions that increase student's college knowledge and resources for new and continuing dual credit students;
- Serve as the designated college support services staff for advising dual credit students.

ii. The School District will provide the following services and resources:
- Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
- Provide equipment such as computer technology to facilitate advising or meetings.
- Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credits offered and earned.

During each semester, College staff works with eligible dual credit students to begin the admission process and advisement to ensure students are enrolled only into courses from declared majors as agreed upon with each partnering high school Instructional Plan. For non-degree seeking students, College staff will advise based on courses within the Core Curriculum, as established in the campus' Instructional Plan.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

k) *Advising Students on Transferability and Applicability (G3)*
The College will provide advising opportunities to students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

l) *Counseling and Student Accommodations*
The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008.

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodation for dual credit students. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible for providing academic accommodation. If the class is taught by a STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual***.

An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

m) *Pathways Alignment (G2)*
The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

Course Credit Establishment
The College provides a procedure for establishing the course credits that may be earned under the Agreement, including developing a course equivalency crosswalk of identifying the number of high school and college credits that may be earned for each course completed through the program.

Transcription of Credit
The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student completion of the requirements for each course.

n) *Commencement Ceremonies*
To become eligible to participate in the College Commencement Ceremonies held in May, December, or at such time determined by the Board of Trustees, dual credit students must be enrolled in all final coursework for their declared program, and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

o) *Student Conduct*
All students, including dual credit students, are subject to discipline and appropriate sanctions ranging from verbal or written warning to suspension and expulsion from the College and all related programming, under the College's Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of the College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in the College's Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the College must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District and, in accordance with Texas State law, shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, the College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link:
https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf

p) *Student Complaints*
The College's Grievance and/or Complaint procedures for handling student complaints

regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to **Board TASB Policy *FLD — Student Rights and Responsibilities: Student Complaints*** and follow the relevant processes and procedures detailed in the College's ***Student Handbook*** and/or ***Employee Handbook***, depending on whether the report or complaint relates to another College student or a College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so, including, but not limited to, jurisdiction over the educational program or activity, the complainant, and the respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct which targets a student in a Dual Credit course will be handled by the College in accordance with the policy and procedures outlined in ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence***. A student may report a grievance or complaint at the following link: https://www.southtexascollege.edu/report/index.html.

To ensure the safety of dual credit students, access to South Texas College campuses is restricted to their designated South Texas College course schedules during high school hours, unless they are accessing approved college resources. such as Student Support Services, the library, or the Center for Learning Excellence (CLE).

q) *Ombuds Services*

Ombuds Services may be requested or /referred to provide confidential, informal, independent, and neutral dispute resolution services for members of the college. For more information, visit https://studentservices.southtexascollege.edu/srr/ombuds/index.html

7) **DATA SHARING**

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without requiring the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

The School District agrees to provide directory information for all 11th and 12th grade students enrolled in the district for recruitment purposes. The School District will provide an electronic secure file to the Director of Valley Promise for Traditional students by the end of September. The file will include student names, school emails, home phone numbers, and home addresses.

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide the required data in a timely manner to School Districts pursuant to this IA.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the School District

without prior authorization from the College.
The School District may request data outside of the scheduled report distribution schedule provided:

- An IA has been executed and is active between the School District and the College.
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date.

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

Data Security and Breach Notification
Each party agrees to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of student education records and any other data shared pursuant to this IA, in compliance with FERPA, applicable Texas law, and each party's internal information security policies.

In the event either party becomes aware of actual or reasonably suspected unauthorized access, acquisition, use, or disclosure of education records or other confidential data exchanged under this IA ("Data Breach"), the affected party shall notify the other party without unreasonable delay, and in no event later than five (5) business days after discovery of the Data Breach, unless a shorter notification period is required by applicable law.

The parties shall cooperate in good faith to investigate the Data Breach, comply with applicable legal notification obligations and take reasonable steps to prevent a recurrence. Nothing in this section shall require either party to disclose information protected by law from disclosure to the other party or compromise an ongoing law enforcement investigation.

Each party shall be responsible for any legally required notifications to affected individuals arising from a Data Breach caused by its own acts or omissions. Partners may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu

8) RECOGNITION OF HIGHER EDUCATION PARTNER

The School District, when reporting and publicizing high school *students' completion* of dual credit **hours earned, number of courses completed, course types**, **degrees**, or **certificates**, will recognize all Higher Education partners, including South Texas College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as its Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Dual Credit Programs:

"[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees.

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at https://admin.southtexascollege.edu/pr/dual-credit-marketing.html (see Exhibit A for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

9) **ADMINISTRATION OF STATEWIDE INSTRUMENTS**

P-TECH SCHOOL shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition **P-TECH School** will administer a Texas Success Initiative (TSI) college placement exam to all incoming ninth (9^{th}) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSI college placement exams will be scheduled and provided by **P-TECH School.**

10) **PROVISIONS FOR REVIEWING DATA FOR PROGRAM IMPROVEMENTS**

School District and the College shall develop a plan for the evaluation of the Program to be completed each year based on the collection and review of data.

11) **TITLE IX OF THE EDUCATION AMENDMENTS 1972**

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College's ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link: https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf.

Title IX of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and any Title IX Deputy Coordinators for the College are located at the following link: https://www.southtexascollege.edu/about/notices/title-ix.html.

Together with the execution of this IA, the School District will, by completing Exhibit C hereto, designate a specific School District official **who is trained to investigate and address matters relating to Title IX and civil rights issues, including but not limited to Title VI and Title VII of the Civil Rights Act,** to serve as the authorized liaison with the South Texas College Office of Human Resources and/or the Title IX Coordinator.

Pursuant to the following protocol, the School District and the College will work in a collaborative and timely manner in connection with any claims or investigations arising under Section 8 of the South Texas College Dual Credit Programs IA, Exhibit C.

Title IX Protocol

a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.

b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.

e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.

f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

h) Control:
    i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
    ii. A party who provides instruction in the venue of the other party does not control that venue.

i) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

j) Student:
    i. A student enrolled in a dual-credit/early college course is a student of both parties, regardless of which party has the primary relationship with the student.
    ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.

k) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree

that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

l) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

12) PREGNANT AND PARENTING SERVICES

The College is committed to creating and maintaining an inclusive and accessible learning environment for all students. Title IX prohibits discrimination on the basis of sex – including pregnancy, parenting and all related conditions – in educational programs and activities that receive federal funding. In addition, pregnant and parenting students who are enrolled at public institutions of higher education are entitled to the protections set forth in the Texas Education Code including Sections 51.982 & 51.983.

For detailed information please visit the Pregnant and Parenting website at:
https://studentservices.southtexascollege.edu/disability/parenting.html

The South Texas College Pregnant and Parenting Liaison Officer is as follows:
Santa Elisa Peña, M. Ed., LPC-S
Director of Counseling and Student Accessibility Services
Pecan Campus, K 2.900
McAllen, TX 78501
Phone: 956-872-2140
Email: santaep@southtexascollege.edu

For more information, please visit ***Board TASB Policy FAA (Local) — Equal Educational Opportunity: Pregnant and Parenting Students.***

13) NON-DISCRIMINATION

The College prohibits discrimination, including harassment, and sexual misconduct against any employee, applicant for employment, student or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at the College include: race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status or any other basis prohibited by law.

Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment or that adversely affects the student.

For more information, please visit ***Board TASB Policy FFDB — Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics.***

14) DISCONTINUATION OF OPERATIONS

Should the School District or College elect to discontinue the operation of the **P-TECH School**, the provisions for serving the students will include the following:

a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school and College administration.

b) Based on the College's assessment, the last accepted cohort may be allowed to continue as designated until students phase out of the 12th grade.

While in the process of discontinuing operation, the Designated High School may not enroll any additional students in the designated program in grades that have been phased out. In addition, while the designated school is in the process of discontinuing operation, the designated program must continue to meet all of the required design elements and provide full support for all students enrolled in the designated program as mandated by the Texas Education Agency and other regulating partners such as Educate Texas.

15) INTERLOCAL AGREEMENT(IA)

This IA may be amended by mutual written agreement of both parties.

The College and the School District reserve the right to terminate this IA, by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

16) NOTIFICATIONS OF NON-COMPLIANCE AND TERMINIATION OF AGREEMENT

If a party fail to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

IN WITNESS THEREOF, the parties have duly approved this Interlocal Agreement, executed in duplicate originals on this _____day of _____, 2026.

Dr. Ricardo J. Solis President South Texas College	Superintendent Name Superintendent La Joya ISD
Chairman, Board of Trustees South Texas College	President, Board of Trustees La Joya ISD

Exhibit A
Sample Recognition

SOUTH TEXAS COLLEGE



PSJA ISD
Dec 13, 2025 ·



psjaisd.us
Over 180 PSJA ISD Seniors named Prospective Graduates during South Texas College Fall Comm...

More than 180 PSJA ISD seniors walked the stage at South Texas College's Fall Commencement Ceremony on Saturday, Dec. 13, 2025, at the Bert Ogden Arena, where they were recognized as Prospective Graduates for an Associate Degree or College Certificate. This achievement comes months before they receive their high school diplomas in May 2026.

Approximately 91 students completed Associate Degrees, while 91 earned Industry-Level Certifications in high-demand workforce pathways through the PSJA Academies, expanding their future opportunities in both higher education and the workforce.

Congratulations to our students walking the stage today—we are so proud to celebrate this achievement with you! 🎓

Mercedes High School
Dec 15, 2025 ·

🎓 Welding Warriors Alert! 🎓
13 Mercedes High School students just WELDED their way to success! They officially earned their Structural Welding Certificates from South Texas College at this weekend's Fall Commencement!

MHS is beyond proud of all the hard work and commitment of these exceptional students. They are ready to build the future! Give them a HUGE congrats! 🎉

#MercedesHigh #STCCommencement #WeldingWarriors #FutureBuilders #CareerReady

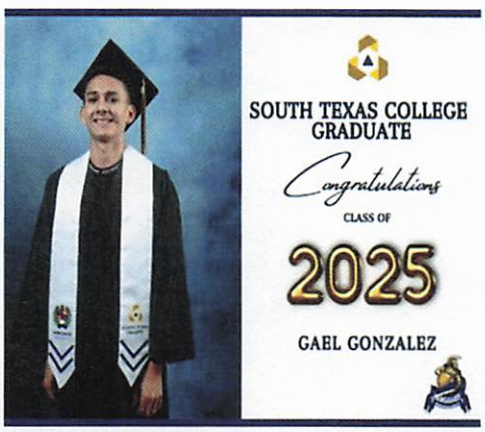


IDEA San Juan
8h ·

IDEA San Juan College Prep invites all 8th grade families to attend our P-TECH Parient Information Meetings!
Learn how your child can earn FREE college credit through our partnership with South Texas College.
📅 April 8 or April 22
⏰ 5:30–6:00 PM
📍 IDEA San Juan College Prep

¡IDEA San Juan College Prep invita a todas las familias de 8° grado a nuestras Reuniones Informativas de P-TECH!
Aprenda cómo su estudiante puede obtener créditos universitarios GRATIS a través de nuestra colaboración con South Texas College.
📅 8 o 22 de abril
⏰ 5:30–6:00 PM
📍 IDEA San Juan College Prep







La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 2 - Empowered Graduates

Agenda Category: Action Item

Item Title: Approval of the Interlocal Agreement with South Texas College for Juarez-Lincoln High School P-TECH 2026-2027

BACKGROUND:

La Joya ISD and South Texas College enter into an Interlocal Agreement to continue Juarez-Lincoln High School as a Pathways in Technology Early College High School (P-TECH), serving grades 9- 12. The agreement outlines the roles and responsibilities of both parties under the P-TECH designation and the statewide dual credit goals established by HB 1638.

RATIONALE:

The P-TECH model allows students to earn a high school diploma along with up to 60 transferable college credit hours, an industry-based certification, or an associate degree, with tuition waived for dual credit courses within a student's degree plan. The agreement is required to maintain the P-TECH designation and supports the district's CCMR and graduation goals.

BUDGET:

Cost	***Funding Source***	***Vendor***
No cost	N/A	South Texas College
Purchasing Mechanism		***Additional Documentation***
Interlocal Agreement		Interlocal Agreement

RECOMMENDATION:

Administration recommends approval

Initiated by: Debra Harris, Executive Director of Research, Assessment, and Accountability

Reviewed by: Click or tap here to enter text.

BF&AS Reviewed by: Click or tap here to enter text.

Executive Cabinet Review by: Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

SOUTH TEXAS COLLEGE

Interlocal Agreement

South Texas College

La Joya ISD - Juarez-Lincoln High School Early College - Pathways in Technology Early College High School (P-TECH)

SOUTH TEXAS COLLEGE (herein called the "College") and **La Joya ISD** (herein called the "School District") enter into the following Interlocal Agreement (IA), and for the terms of which WITNESS THE FOLLOWING:

TERM
This IA shall be in effect from August 17, 2026 to August 17, 2027, and posted during this term on the College's and School District's respective internet websites.

IA PURPOSE
The purpose of this IA is to outline the roles and responsibilities of the College and the School District that participate in Dual Credit Programs Designated High Schools. The IA references Texas Education Agency requirement of the House Bill 1638: Statewide Dual Credit Goals (herein called the "G1-4"). An additional Dual Credit Programs IA is required by the Texas Higher Education Coordinating Board (THECB).

PREAMBLE
WHEREAS the parties to this IA desire to establish **Juarez-Lincoln High School Early College** ("**P-TECH School**"), serving grades 9-12, and provide dual enrollment for academic dual credit college courses for high school students free of charge. The student population of the **P-TECH School** will be composed of underserved and underrepresented high school students (grades 9-12); consisting of students who are at-risk, economically disadvantaged, first-generation college goers, English learners, and students with disabilities. Potential students for the **P-TECH School** may be screened and selected through the use of a lottery system that encourages and considers applications from all students. All students will have an equal opportunity for acceptance, regardless of background or academic performance.

WHEREAS P-TECH Schools are small schools with enrollments between 400-500 or fewer students (100-125 students per grade cohort) which provide students the opportunity to earn both a high school diploma and up to two years of transferable college credits (60), certificate level degree, an associate's degree, and/or at least 60 credit hours towards a baccalaureate degree during grades 9-12 and;

WHEREAS P-TECH Schools prepare this population of high school students for successful career and educational futures through a full integration of high school, college, high demand/high skill career preparation, improved academic performance, and increase high school and college/university completion rates;

WHEREAS both **P-TECH School** and the College are willing and able to participate in the facilitation of this program to benefit the students they both seek to assist.

NOW, THEREFORE**,** in consideration of the covenants, and conditions and provisions set forth herein,

the parties hereto agree as follows:

1) **STATEMENT OF GENERAL DUTIES AND OBLIGATIONS**

a) The P-TECH School established under this agreement will be governed by state and federal laws and regulations, school district, and college policies and requirements. The School District shall apply to the Texas Education Agency for the establishment and approval of a P-TECH School designation. Prior to the yearly designation renewal submission to TEA, the School District shall notify the College of any additional Institution of Higher Education partnership(s).

b) A Leadership Team comprised of members of the district and the college will meet regularly as mutually agreed to by both parties to plan and make decisions about the design and fidelity of the implementation of the P-TECH High School Benchmarks. The team will work collaboratively to meet established benchmarks in: (1) School Design, (2) Target Population, (3) Strategic Alliances, (4) Curriculum, Instruction and Assessment, (5) Work Based Learning, and (6) Student Support. As the school moves through the implementation process and scales up to serve grades 9-12, new topics will be addressed to include, but not limited to community partnerships, dual credit, student support systems and expanding the college culture. The Leadership Team will also address issues of sustainability such as regularly reviewing the IA, discussing budget and cost arrangements, planning for leadership changes in the School District and the College if it applies and expanding and enhancing the partnership.

2) **ACADEMIC POLICIES & PROCEDURES**

Academic policies and procedures applicable to regular college courses and students will also apply to dual credit courses and dual credit students. A degree plan with a defined sequence of courses will be available through Degree Works for all dual credit students.

a) *South Texas College Policy GH (Local): Relations with Schools and Districts:*
On April 28, 2026, the South Texas College Board of Trustees conducted the first of two required readings of a proposed revision to Policy GH (Local) – Relations with Schools and Districts. This policy currently reflects the College's practice of allowing ninth grade students to begin dual credit coursework in the spring semester, supporting a dedicated fall onboarding period designed to strengthen student readiness and success.

As part of this process, College administration has recommended a revision to create a limited exemption for P-TECH programs. The proposed change would allow ninth grade students enrolled at designated P-TECH campuses, and following approved instructional plan pathways, to begin dual credit coursework during their first semester.

In accordance with Board procedure, a second reading of the proposed revision is scheduled for the May 26, 2026 regular board meeting. At that time, the Board may consider and act on the administration's recommendation, including any revisions it deems appropriate. Should the Board adopt the proposed change, the College would then work with partnering P-TECH sites, as appropriate, to review and approve instructional plan pathways aligned to student needs.

b) *Faculty Qualification, Selection, Supervision, and Evaluation*
The College will support the School District's "Grow Your Own" initiative by providing the School District faculty candidates the opportunity to meet with divisional and pathway leadership during each fall and spring semester so department chairs and departmental faculty may provide guidance, course management recommendation and best practices for instruction at a college level. This may include explaining educational course credential requirements needed to teach college courses for the College, college course preparation, college level system usage, and overall College and dual credit

expectations. School District faculty candidates will also have the opportunity to attend professional development that will inform the candidate on topics that may help them better prepare for the Dual Credit Faculty application process, interview considerations and dual credit faculty expectations. This effort and support will provide a framework for the School District and School District faculty candidate to assess their readiness to meet the College's Dual Credit Faculty standards, as required by the College's institutional and programmatic accreditations.

The College has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the College's respective department chair or designee and be evaluated and monitored to ensure the quality of instruction and compliance with the College's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). The School District will provide and be responsible for the evaluation and assessment of Dual Credit Faculty for high school credit-only courses conducted at the **P-TECH School**. For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the ***Dual Credit Programs Instructional and Quality Standards Manual.***

c) *Professional Development*
P-TECH School and the College shall provide opportunities for Dual Credit Faculty to collaborate through planning, teaching, and professional development. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required College departmental meetings, discipline and course-specific College professional development training, and the two Dual Credit professional development days organized by the College held on the Saturday before each full semester begins. The department chairs will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate with their teaching responsibilities at the high school to attend the required meetings. **P-TECH School** will provide common planning time for Dual Credit Faculty.

3) **LOCATION, FACILITIES, COSTS AND TRANSPORTATION**
Dual credit courses will be held at approved instructional sites in accordance with SACSCOC standards and College policies.

The Designated Texas Education Agency high school site, **Juarez-Lincoln High School Early College – P-TECH is located at: 7801 W Mile 7 Rd, Mission, TX 78574**

a) *Facilities*
The School District will work with the College to ensure that the School District's facilities meet the expectations and criteria required for college classes and are appropriate for college-level instruction by the first day of class, including the following:
- School District will ensure that College Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District will permit access to the College's electronic learning resources and school library spaces when the course is taught at the School District;
- School District offering science or Career and Technical courses, will meet all applicable laboratory safety standards and obtain and install all material/equipment required to meet such standards prior to the first-class day. School District will ensure proper maintenance of all lab material/equipment that is used for the College courses offered by the School District in a manner that complies with the College's program requirement; and

- School District will permit the College to perform safety audits and inspections in dual credit classrooms and laboratories.

b) If the School District does not have sufficient approved classroom or laboratory facilities to meet student needs, the School District and the College will collaborate within the established college course request calendar dates, toward the creation of a dual credit course section to be held on a South Texas College campus to meet course and pathway demand. This will include classroom or laboratory allocation, course supply and resource needs, student attendance expectations and the identification of student drop off and pick up location. The creation of a dual credit course on a South Texas College campus will require a minimum of 10 students to justify the creation of the course. Facility availability will be based on the College's available resources.

c) School District instructors approved by the College to be Dual Credit Faculty and approved to teach college level courses will be paid a stipend by the College per class, per semester, as outlined in the College's ***Dual Credit Programs Instructional and Quality Standards Manual.***

d) *Tuition and Fees (G1)*
The College waives student tuition for dual credit "S" section college courses. College provides students access to college resources, and support services at no cost. The School District will be charged tuition and fees as outlined in ***Board Approved Dual Credit Students Sponsored by Partnering School Districts Tuition and Fees FY 2026-2027.***

e) *Eligibility of Students for Financial Assistance*
P-TECH School students are eligible for financial assistance for courses taken outside of the course offerings at **P-TECH School**. Tuition is waived when students enroll in dual credit "S" section courses within their selected degree plans. Dual Credit "S" section courses can be taken during a regular (fall or spring) semester or summer and may include non-traditional offerings such as distance learning courses. Enrollment in courses outside of the student's selected degree plan is prohibited by the College.

f) *Faculty Charges*
When the College provides the faculty for a dual credit course, including courses given via distance learning, the School District is responsible for the mileage and faculty cost as stipulated in the Dual Credit Course Agreement (DCCA). If the School District cancels a dual credit course with an assigned College Faculty after August 7, 2026 (Fall semester), January 8, 2027 (Spring semester), and May 21, 2027 (Summer I/II/III semester), a Late Dual Credit Section Cancellation Fee will be assessed

f) *Transportation*
The School District will provide transportation to students enrolled at **P-TECH School** in accordance with State law and School District rules and procedures. The School District will also provide transportation for all **P-TECH School** field trips and project-based learning activities. Students enrolled in dual credit courses at the College may be transported by the School District.

4) **COURSE CURRICULUM, INSTRUCTION, AND GRADING**
School Districts that participate in the Dual Credit Programs Designated High Schools at the College will comply with procedures and guidelines as published in the ***Dual Credit Programs Principal Agreement*** and the ***Dual Credit Programs Instructional and Quality Standards Manual,*** including the following:

a) *Academic Instructional Calendar*
Dual credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the School District. When the requested exception involves the Final Exam Schedule for full semester classes, the College Department Chair and Division Dean will be involved in any decision. The College requires that the Division Dean approve of any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. College courses and exams should take reasonable priority over School District activities.

b) *Course of Study*
The **P-TECH SCHOOL** and the College shall provide a course of study that enables a participating student to receive a high school diploma and either a certificate level degree, an associate's degree or 60 semester hours that are transferable and applicable towards a baccalaureate degree during grades 9-12. **P-TECH School** students will receive an academic degree plan upon the completion of a career and program of study interest inventory. During a student's senior year, or after completion of the Core Curriculum, courses for field of study programs can be completed according to the College's suggestion of course sequencing. Such courses shall have been evaluated and approved through the official College curriculum approval process and shall be taught at the College level. The College does not offer kinesiology, guided studies, competency-based or developmental courses for dual credit.

c) Curriculum Alignment (G4)
The **P-TECH School** and College shall provide a rigorous course of study that enables a participating student to receive a high school diploma and complete the Texas Higher Education Coordinating Board's (THECB) core curriculum as defined by the Texas Administrative Code (TAC 4.28), certificate level degree, an associate's degree or at least 60 credit hours towards a baccalaureate degree during grades 9-12. The **P-TECH School** will provide students with academic, social, and emotional support during their course of study. The College will regularly update the **P-TECH School** counselor and principal regarding College curricular changes. **P-TECH School** is responsible for ensuring that state course requirements for high school graduation are fulfilled. The **P-TECH School** and College will establish a course equivalent crosswalk and will be updated as required. The College's Catalog identifies the number of credits that may be earned for each college course offered at **P-TECH School**.

The College has begun development of an Associate of Science (AS) in Health Sciences degree. The proposed curriculum has been approved by the College's Biology Department faculty, and will proceed through the College's internal review process before advancing to external review by the state (THECB) and regional accreditation (SACSCOC). The College anticipates that the program may be available as early as Spring 2027, subject to all required approvals by THECB and SACSCOC. Implementation of the AS in Health Sciences degree under this Agreement is expressly contingent on receipt of all such required approvals. If the program is not approved in time for Spring 2027 implementation, the parties shall meet and confer to identify alternative pathways and any necessary amendments to this Agreement.

The College is ready to collaborate on the development of an instructional plan for the AS in Health Sciences degree, outlining all required courses and the recommended grade level

for each, ensuring a clear pathway has been articulated for student progression. This instructional plan will require that incoming 9th graders complete all college entrance requirements including Apply Texas, meet all program and course prerequisites, have all needed course resources, textbooks and technology to be considered for the Fall of 9th grade. The School District will create an internal selection criteria that will identify and recommend students for enrollment into classes as soon as the Fall semester of 9th grade.

d) *Books and Supplemental Materials*

The School District will provide textbooks for each registered student, along with equipment, and supplemental materials required for the cohort (S sections) classes. The College will consider the use of free open educational resources or low-cost educational resources in courses offered under the program for the School District. College-approved textbooks purchased by the School District as required for a college course are allowed to be used for four (4) years. Chairs may request a change of textbooks earlier than four (4) years, if the textbooks are for technology-based courses or with reasonable justification. Required textbooks and materials shall be available to each registered student on the first-class day. Exceptions must be discussed with the Associate Vice President of Dual Credit Programs and the Department Chair.

e) *Grading Periods and Policies*

Faculty will follow the College Grading System as stated in the College's ***Board TASB Policy EGA — Academic Achievement: Grading and Credit***, as well as the grading criteria in the department approved syllabus. **P-TECH School** students will be informed by the instructor of academic progress/grade status prior to the Last Day to Drop/Withdraw at the College. P-TECH SCHOOL students struggling to maintain a passing grade will be advised by the instructor or the high school counselor to withdraw from the college course in order to avoid future problems related to admissions, financial aid, and scholarships. Withdrawal from the college course does not result in a withdrawal from the high school course. **P-TECH School** personnel are responsible for advising dual credit students concerning academic progress in the high school component of the course.

f) *Reporting Required: Critical Student Performance Information*

The College has developed guidelines for sharing critical student performance information when needed for high school reporting.

STC Faculty

- Will only provide the School District with final course numeric grades, based on a standard 100-point scale upon the School District's request. Such requests must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week.
- Will not be required to submit a midterm course grade.
- Will provide the following Starfish Early Alert Surveys:
  - Fall 2026 and Spring 2027: First Week Attendance Verification, and two Progress Surveys (Weeks 5-6 & Weeks 11-12)
  - Summer 2027: First Week Attendance Verification, and one Progress Survey (Week 3)

Dual Credit Faculty

- Will comply with the guidelines relating to reporting requirements and responsibilities of the Dual Credit Faculty regarding parental inquiries, progress reports, and disciplinary matters which are found in the ***Dual Credit Programs Instructional and Quality Standards Manual.***

g) *Submission of College Grade*

The primary responsibility for assigning College grades in a dual credit course belongs to the faculty member. Therefore, in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the decision of the faculty member responsible for the course shall be final. College and School District officials will not unreasonably interfere with the faculty member's authority to assign College grades. The final course grade submitted for the College will be a letter grade. A numeric grade based on a standard 100-point scale will be provided by STC Faculty, upon the School District's request. Such request must be submitted by the School District to the STC Faculty by the Friday before the beginning of the College's final exams week. The final course grade recorded for the College will be a letter grade and for the high school a numeric grade that may differ from the College letter grade.

5) **DUAL CREDIT POLICIES**

This IA is subject to the following policies:

i. ***Board TASB Policy GH- Relations with Schools and Districts***

ii. ***Board TASB Policy EGA: Academic Achievement – Grading and Credit***

iii. ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships***

6) **STUDENT ENROLLMENT AND SUPPORT SERVICES**

Upon mutual agreement, the College will assist with enrollment at least once per semester for all students who are qualified and wish to enroll in academic dual credit courses. **P-TECH School** students must meet the same requirements and pre-requisites as all College students for college classes. Academic placement is based on the College adopted TSI scores. **P-TECH School** students are required to meet TSI requirements when changes to the exemption scores occur at the State or College level to comply with policy.

a) *Student Eligibility*

The College requires the School District to follow all College enrollment procedures and guidelines for dual credit students. All procedures and guidelines are outlined in the College's ***Dual Credit Programs Enrollment and Support Services Manual***. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/manuals.html.

All students must meet dual credit admissions and eligibility requirements as outlined by the THECB laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule § 4.85, and as stated in the College's ***Board TASB Policy FB: Admissions.*** The School District will work with the College to make certain all dual credit students are enrolled by the first day of class to help ensure student success and to comply with the College Dual Credit Programs Admission and Registration Timeline. An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

High school students are eligible to participate in the Dual Credit Programs upon meeting the Texas Success Initiative (TSI) Assessment benchmark scores established by the THECB and the College dual credit course pre-requisites as published in the College's ***Dual Credit Programs Enrollment and Support Services Manual***.

Dual credit students must comply with the College's Academic Progress Standards as outlined in ***Board TASB Policy EGA: Academic Achievement – Grading and Credit*** and ***Board TASB FEA (Local) Financing Education – Financial Aid and Scholarships.***

b) *Non-Degree Seeking*

Participating districts may choose to offer the non-degree seeking option at high school sites. Dual credit students selecting the non-degree seeking major may enroll in up to 15 credit hours of dual credit courses without fulfilling Texas Success Initiative (TSI) standards. Non-degree seeking students may not enroll in more than two dual credit courses per semester. Additionally, non-degree seeking dual credit students are not eligible to enroll in Regular (Non-S) sections.

Districts are encouraged to establish and implement internal screening requirements, while also recommending courses from the designated instructional plan. Additionally, Dual Credit Programs advisors are required to meet with non-degree seeking students before they complete the maximum of 15 credit hours.

c) *Degree seeking Course Load*

Degree seeking dual credit students may not enroll in college-level courses until the Spring semester of their 9th grade and are then limited to no more than two (2) dual credit courses for that semester from an approved list of recommended courses. All 10th grade students are limited to two (2) dual credit courses per Fall and Spring semester. All 11th and 12th grade students must not exceed four (4) dual credit courses per Fall and Spring semesters. Notwithstanding the foregoing, in the event the College's Board of Trustees adopts a revision to Policy GH (Local) creating an exemption for designated P-TECH programs, degree seeking dual credit students enrolled at designated P-TECH campuses and following an instructional plan pathway approved by the College may begin dual credit coursework during the Fall semester of 9th grade, subject to the limits and prerequisites set forth in such approved pathway and the College's applicable policies and procedures.
Summer session enrollment is limited to two (2) dual credit courses for Summer Term I/III and two (2) dual credit courses for Summer Term II.

Dual credit students shall be limited to courses within their declared major and corresponding degree plan. Students may attempt a maximum of 68 credit hours, with the exception of students pursuing the Associate of Science in Mathematics, Associate of Science in Engineering and Associate of Science in Pre-Pharmacy. Course loads in excess of 68 credit hour maximum shall require approval by the Academic Affairs and Economic Development Division Designee.

Students who declare a major leading to a Career and Technical Education (CTE) certificate or associate degree may enroll in academic dual credit courses aligned with the Dual Credit Workforce General Core Table, subject to the dual credit course limitations per semester established in the College's ***Dual Credit Programs Instructional and Quality Standards Manual.*** The Dual Credit Programs is subject to all applicable College policies and procedures.

d) *Non-S Section Enrollment*

Students who want to enroll in non-dual credit section(s) must be approved by the Academic Affairs and Economic Development Division Designee. Students can only be enrolled into courses within their current declared major. Any student approved for enrollment in a non-dual credit section(s) will not be assessed the independent student tuition and fee rates based on the Board Approved Tuition & Fee Schedule.

Non-S section requests for 10 or more students in the same course type during the same semester will require an "S" section to be created by the College. Criteria for "Non-S" section designation are available on the Dual Credit Programs website, which includes the eligibility of enrollment of only 11th and 12th graders.

e) *Dual Credit Sections*
Dual credit sections assigned to an STC Faculty and/or Dual Credit Faculty must have a minimum of ten (10) students enrolled in Academic sections and seven (7) in Career Technical Education sections. Dual credit sections with fewer than the minimum enrollment will be canceled no later than the advertised semester deadline. Dual Credit Programs will work with the School District to determine options to combine dual credit courses with partnering School District's approval, if available.

f) *Contingency of Enrollment*
Enrollment in dual credit courses is contingent upon **P-TECH School** students' maintaining scholastic progress standards as outlined in the College's Academic Catalog. The **P-TECH School** principal's office and counseling center, working with the College's Dual Credit Programs will maintain a schedule of courses that will be offered to every cohort class for planning and advising and share information regarding student enrollment.

g) *Student Attendance Policies*
P-TECH School students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Therefore, absences, dismissal of classes, and early release (except in emergency or inclement weather or when related to state-mandated assessment days), are in violation of the contract between **P-TECH School**, the College, and the Texas Higher Education Coordinating Board (THECB).

h) *Student Composition of Class*
As outlined in the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85, the school district may not enroll both dual credit and non-dual credit students in the same section unless the development of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

i. If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.

ii. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.

iii. If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

i) *Collaboration and Outreach Efforts (G1)*
The College provides informational sessions for students and parents regarding dual credit opportunities, benefits, cost, and resources. Sessions are available throughout the academic year upon request by the School District. The College disseminates the most current dual credit information regarding enrollment, resources, and requirements for the program the College's dual credit website.

j) *Advising (G3)*
The College and the School District offer college advising services for dual credit students and the College offers a College Advising Training Program for High School District Counselors.

i. Advising responsibilities by the College and School District are delineated below:

- Plan, schedule and offer advising and student support throughout the academic year;
- Offer orientations and advising sessions that increase student's college knowledge and resources for new and continuing dual credit students;
- Serve as the designated college support services staff for advising dual credit students.

ii. The School District will provide the following services and resources:
- Provide facilities such as classrooms, computer labs, auditoriums or settings that will allow for the College to provide one-to-one advising, online advising or group type advising;
- Provide equipment such as computer technology to facilitate advising or meetings.
- Include and invite additional high school staff or district administration to participate or attend scheduled meetings, trainings or sessions.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credits offered and earned.

During each semester, College staff works with eligible dual credit students to begin the admission process and advisement to ensure students are enrolled only into courses from declared majors as agreed upon with each partnering high school Instructional Plan. For non-degree seeking students, College staff will advise based on courses within the Core Curriculum, as established in the campus' Instructional Plan.

In active collaboration with the College, the School District shall take whatever actions deemed reasonably necessary by the College to fully comply with the advising mandates delineated in TX SB 25 (2019) and TX SB 1324 (2019), which collectively address measures public institutions of higher education must take to facilitate successful transfer, academic progress, and timely graduation through, among other things, the filing of degree plans at certain milestones and the publication of course sequences. The College and the School District shall also take necessary actions to ensure compliance with any and all advising requirements of TX SB 1277 (2021), including but not limited to designating at least one employee from either institution to provide academic advising to any student who enrolls in a dual credit course before beginning the course.

k) *Advising Students on Transferability and Applicability (G3)*
The College will provide advising opportunities to students as to the transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

l) *Counseling and Student Accommodations*
The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008.

The School District will be responsible for implementing policies and procedures to enable students to identify disability needs and to provide academic accommodation for dual credit students. If the class is taught at the high school by a Dual Credit Faculty, the School District's high school will be responsible for providing academic accommodation. If the class is taught by a STC Faculty at the high school, the College Counselor will coordinate academic accommodations with the high school's Special Education Counselor. Students are not eligible to receive and/or otherwise utilize Individual Education Plans (IEP's) in Dual Credit courses. All procedures and guidelines are outlined in the College ***Dual Credit Programs Enrollment and Support Services Manual.***

An electronic copy of this document may be accessed on the Dual Credit Programs webpage at the following link: https://www.southtexascollege.edu/dual/index.html.

m) *Pathways Alignment (G2)*
The College provides a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

Course Credit Establishment
The College provides a procedure for establishing the course credits that may be earned under the Agreement, including developing a course equivalency crosswalk of identifying the number of high school and college credits that may be earned for each course completed through the program.

Transcription of Credit
The College and the School District will enter and record into their respective transcripts all credits earned for dual credit courses for both college credit and high school credit upon the student completion of the requirements for each course.

n) *Commencement Ceremonies*
To become eligible to participate in the College Commencement Ceremonies held in May, December, or at such time determined by the Board of Trustees, dual credit students must be enrolled in all final coursework for their declared program, and all coursework must be completed at the end of the semester of graduation. Dual Credit students who are eligible to participate cannot defer participation to a later Commencement Ceremony date. The College Registrar is the Graduation Determination Official and has the final authority to determine dual credit eligibility for graduation and ceremony participation. Dual credit students must meet all graduation requirements as outlined in College Policy to be eligible for graduation and participation in the Commencement Ceremonies.

o) *Student Conduct*
All students, including dual credit students, are subject to discipline and appropriate sanctions ranging from verbal or written warning to suspension and expulsion from the College and all related programming, under the College's Student Handbook and Code of Student Conduct. The Code of Student Conduct is an articulation of the College's commitment to maintaining an environment that recognizes and supports the rights of its students, while providing a guide for defining behaviors the College considers inappropriate. Procedures, including a list of violations, potential sanctions, and a list of individual rights for each student, are listed in the College's Student Handbook, Chapter 2, Code of Student Conduct. Dual credit students who receive a sanction of suspension or expulsion from the College must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District and, in accordance with Texas State law, shall have a transcript notation of suspension or expulsion placed on their official record. On request by the student, the College may remove the notation from the official transcript. Further, the College reserves the right to refer cases to the Behavioral Intervention Team for review and threat assessment. An electronic copy of this Student Handbook and Code of Conduct may be accessed on following link:
https://www.southtexascollege.edu/pdf/student_code_of_conduct.pdf

p) *Student Complaints*
The College's Grievance and/or Complaint procedures for handling student complaints

regarding college courses are applicable to all students, including those enrolled in dual credit courses. Dual credit students who would like to submit reports or complaints shall adhere to **Board TASB Policy *FLD — Student Rights and Responsibilities: Student Complaints*** and follow the relevant processes and procedures detailed in the College's ***Student Handbook*** and/or ***Employee Handbook***, depending on whether the report or complaint relates to another College student or a College employee. Generally, students should report complaints relating to a Dual Credit course to the College. If the student chooses to report to the School District, the School District shall promptly report the matter to the College. The College shall be responsible for implementing the College's Grievance and/or Complaint procedures only if the College has jurisdiction to do so, including, but not limited to, jurisdiction over the educational program or activity, the complainant, and the respondent.

Student reports and complaints alleging sex-based discrimination, harassment, domestic violence, dating violence, stalking, or other sexual misconduct which targets a student in a Dual Credit course will be handled by the College in accordance with the policy and procedures outlined in ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence***. A student may report a grievance or complaint at the following link: https://www.southtexascollege.edu/report/index.html.

To ensure the safety of dual credit students, access to South Texas College campuses is restricted to their designated South Texas College course schedules during high school hours, unless they are accessing approved college resources. such as Student Support Services, the library, or the Center for Learning Excellence (CLE).

q) *Ombuds Services*

Ombuds Services may be requested or /referred to provide confidential, informal, independent, and neutral dispute resolution services for members of the college. For more information, visit https://studentservices.southtexascollege.edu/srr/ombuds/index.html

7) **DATA SHARING**

FERPA allows protected student data to be exchanged between the College and School District for students that are dually enrolled without requiring the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the College disclosed. The College and the School District are expected to meet FERPA requirements to maintain the privacy of student data.

The School District agrees to provide directory information for all 11th and 12th grade students enrolled in the district for recruitment purposes. The School District will provide an electronic secure file to the Director of Valley Promise for Traditional students by the end of September. The file will include student names, school emails, home phone numbers, and home addresses.

The College will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide the required data in a timely manner to School Districts pursuant to this IA.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the College. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the College shall not be shared outside the School District

without prior authorization from the College.
The School District may request data outside of the scheduled report distribution schedule provided:

- An IA has been executed and is active between the School District and the College.
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date.

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need.

Data Security and Breach Notification
Each party agrees to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of student education records and any other data shared pursuant to this IA, in compliance with FERPA, applicable Texas law, and each party's internal information security policies.

In the event either party becomes aware of actual or reasonably suspected unauthorized access, acquisition, use, or disclosure of education records or other confidential data exchanged under this IA ("Data Breach"), the affected party shall notify the other party without unreasonable delay, and in no event later than five (5) business days after discovery of the Data Breach, unless a shorter notification period is required by applicable law.

The parties shall cooperate in good faith to investigate the Data Breach, comply with applicable legal notification obligations and take reasonable steps to prevent a recurrence. Nothing in this section shall require either party to disclose information protected by law from disclosure to the other party or compromise an ongoing law enforcement investigation.

Each party shall be responsible for any legally required notifications to affected individuals arising from a Data Breach caused by its own acts or omissions. Partners may submit an e-mail request for reports to: dcdatarequest@southtexascollege.edu

8) RECOGNITION OF HIGHER EDUCATION PARTNER

The School District, when reporting and publicizing high school *students' completion* of dual credit **hours earned, number of courses completed, course types**, **degrees**, or **certificates**, will recognize all Higher Education partners, including South Texas College. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District will recognize South Texas College as its Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Dual Credit Programs:

"[ISD name] saves families hundreds of thousands of dollars in tuition and fees by collaborating with South Texas College, our Higher Education partner, to offer college credit hours and college certificates and degrees.

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College's ***Branding, Marketing, and Advertising Guidelines for South Texas College Dual Credit Programs*** at https://admin.southtexascollege.edu/pr/dual-credit-marketing.html (see Exhibit A for Sample Recognition). Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

9) **ADMINISTRATION OF STATEWIDE INSTRUMENTS**

P-TECH SCHOOL shall comply with State Board of Education rules regarding administration of the assessment instruments as required by Subchapter B, Chapter 39. In addition **P-TECH School** will administer a Texas Success Initiative (TSI) college placement exam to all incoming ninth (9^{th}) graders to assess college readiness and to enable students to begin college courses based on their performance as soon as students are able and ready. Subsequent dates for TSI college placement exams will be scheduled and provided by **P-TECH School.**

10) **PROVISIONS FOR REVIEWING DATA FOR PROGRAM IMPROVEMENTS**

School District and the College shall develop a plan for the evaluation of the Program to be completed each year based on the collection and review of data.

11) **TITLE IX OF THE EDUCATION AMENDMENTS 1972**

The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) and its implementing regulations as stated in the College's ***Board TASB Policy FFDA — Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*** and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the College's Board Policy may be accessed on following link: https://admin.southtexascollege.edu/president/policies/pdf/4000/4216.pdf.

Title IX of the Education Amendments of 1972 (20 U.S.C. s1681 et seq) and it's implementing regulations, 34 C.F.R. Part 107 (Title IX) state: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

Title IX resources, policies, and procedures, including the names and contact information of the Title IX Coordinator and any Title IX Deputy Coordinators for the College are located at the following link: https://www.southtexascollege.edu/about/notices/title-ix.html.

Together with the execution of this IA, the School District will, by completing Exhibit C hereto, designate a specific School District official **who is trained to investigate and address matters relating to Title IX and civil rights issues, including but not limited to Title VI and Title VII of the Civil Rights Act,** to serve as the authorized liaison with the South Texas College Office of Human Resources and/or the Title IX Coordinator.

Pursuant to the following protocol, the School District and the College will work in a collaborative and timely manner in connection with any claims or investigations arising under Section 8 of the South Texas College Dual Credit Programs IA, Exhibit C.

Title IX Protocol

a) The College and the School District acknowledge that jurisdiction over incidents falling within Title IX can be difficult to determine with respect to Dual Credit Programs, and sometimes jurisdiction is shared by both parties. This protocol is agreed to by the College and the School District to establish clarity and coordination with a set of consistent guidelines for each to follow. The general principle is one of establishing a nexus, and determining which party has the strongest nexus to the alleged misconduct, or whether a nexus reasonably exists with respect to the jurisdiction of both parties, in which case jurisdiction exists for both and in most cases will result in collaborative investigations and separate resolutions in accordance with the policies of each party. In all collaborative processes, the parties agree to share investigation-related information with each other to the extent permitted by law.

b) In any complaint where the law permits, the College and the School District agree to share information about the outcome of the complaint with the other party to the extent the outcome impacts the other party or its students/employees.

c) In any circumstance where the parties agree to do so, or where the respondent dual credit student or employee is arguably under the jurisdiction of both parties (regardless of who controls the venue), investigations can be conducted jointly with (at least) one representative from each party. The results of the investigation (one joint investigation report encompassing the policies of both parties) will be made available to both parties, with appropriate redactions as necessary. The parties may then each use the results of the investigation to pursue their own independent resolutions of the complaint. Where investigation procedures of the parties differ substantially, it may be impossible for a collaborative investigation to comply with both, in which case separate investigations should be conducted.

d) Where one party controls the venue of the alleged misconduct and the respondent is a student or employee of that same party, that party shall normally have primary jurisdiction over the complaint.

e) Where a party controls the venue in which the complainant is its student/employee and the respondent is the student or employee of another party, the complainant will have the right to file a complaint within the other party's grievance process. The party in which the complainant is enrolled is responsible for providing supportive measures to the complainant.

f) Where a party provides only instruction/credit for a course, and is not otherwise involved in any way in an act of misconduct, that party shall have no responsibility under this protocol except as policy otherwise requires (e.g., mandated reporting responsibilities).

g) Where a party controls only the venue of a course, and is not otherwise involved in any way in an act of misconduct, that party will review any needed remedial measures related to the safety of the venue and implement them accordingly.

h) Control:
    i. A party who controls the venue and the instruction, provides an employee for instruction, and provides credit for the course controls that course.
    ii. A party who provides instruction in the venue of the other party does not control that venue.

i) Each party's employees are expected/encouraged to participate as witnesses in any resolution process, as necessary.

j) Student:
    i. A student enrolled in a dual-credit/early college course is a student of both parties, regardless of which party has the primary relationship with the student.
    ii. Any party's policies and procedures will explicitly be made applicable to its students, including those who are dual-enrolled/participating in early college.

k) Imposing consequences on a respondent by two parties is appropriate when the student is enrolled within the educational program of both parties, though the parties can agree

that only one party will enforce its policies and procedures in a given situation. In such situations, the parties may agree that the party with the primary relationship to the student will take the lead and/or enforce its policies and procedures, or that the party in whose program the incident took place will normally have primary jurisdiction.

l) Each course should clearly designate which party's educational program the course is part of, and/or whether more than one party is the sponsor/provider of a course.

12) PREGNANT AND PARENTING SERVICES

The College is committed to creating and maintaining an inclusive and accessible learning environment for all students. Title IX prohibits discrimination on the basis of sex – including pregnancy, parenting and all related conditions – in educational programs and activities that receive federal funding. In addition, pregnant and parenting students who are enrolled at public institutions of higher education are entitled to the protections set forth in the Texas Education Code including Sections 51.982 & 51.983.

For detailed information please visit the Pregnant and Parenting website at:
https://studentservices.southtexascollege.edu/disability/parenting.html

The South Texas College Pregnant and Parenting Liaison Officer is as follows:
Santa Elisa Peña, M. Ed., LPC-S
Director of Counseling and Student Accessibility Services
Pecan Campus, K 2.900
McAllen, TX 78501
Phone: 956-872-2140
Email: santaep@southtexascollege.edu

For more information, please visit ***Board TASB Policy FAA (Local) — Equal Educational Opportunity: Pregnant and Parenting Students.***

13) NON-DISCRIMINATION

The College prohibits discrimination, including harassment, and sexual misconduct against any employee, applicant for employment, student or applicant for admission on the basis of any protected class or any other basis prohibited by law. Protected classes at the College include: race, color, national origin, religion, age, sex, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status or any other basis prohibited by law.

Discrimination is defined as prohibited conduct directed at an employee or student on the basis of race, color, national origin, religion, age, sex, including pregnancy and parental status, sexual orientation, gender, gender identity, physical or mental disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment or that adversely affects the student.

For more information, please visit ***Board TASB Policy FFDB — Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics.***

14) DISCONTINUATION OF OPERATIONS

Should the School District or College elect to discontinue the operation of the **P-TECH School**, the provisions for serving the students will include the following:

a) Notification of the discontinuation of the operation should be communicated immediately to the partnering high school and College administration.

b) Based on the College's assessment, the last accepted cohort may be allowed to continue as designated until students phase out of the 12th grade.

While in the process of discontinuing operation, the Designated High School may not enroll any additional students in the designated program in grades that have been phased out. In addition, while the designated school is in the process of discontinuing operation, the designated program must continue to meet all of the required design elements and provide full support for all students enrolled in the designated program as mandated by the Texas Education Agency and other regulating partners such as Educate Texas.

15) **INTERLOCAL AGREEMENT(IA)**
This IA may be amended by mutual written agreement of both parties.

The College and the School District reserve the right to terminate this IA, by notice from either party in accordance with this IA or by operation of law. The College or the School District may terminate the IA no fewer than ninety (90) days prior to end of the semester during which notice was given. To be effective, notice must be submitted in writing, signed by the College President or the School District Superintendent and personally delivered to the other party to this IA.

16) **NOTIFICATIONS OF NON-COMPLIANCE AND TERMINIATION OF AGREEMENT**
If a party fail to comply with any provision of this IA, the other party may issue a Notification of Non-Compliance (Notice). The Notice shall be in writing and shall describe in detail the nature of the alleged non-compliance. The Notice will be provided to the College President or to the School District Superintendent for review and action. Failure to correct any condition of non-compliance within ten (10) business days following receipt of the Notice may, at the option of the party which sent the Notice, result in termination of this IA at the end of the semester during which the Notice was sent. Any provision in this IA which requires performance by either party after the termination of this IA including, without limitation, confidentiality obligations, limitations of liability, and exclusions of damages, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this IA, shall be and remain enforceable after such termination of this IA for any reason whatsoever.

IN WITNESS THEREOF, the parties have duly approved this Interlocal Agreement, executed in duplicate originals on this _____day of _____, 2026.

Dr. Ricardo J. Solis President South Texas College	Superintendent Name Superintendent La Joya ISD
Chairman, Board of Trustees South Texas College	President, Board of Trustees La Joya ISD

Exhibit A
Sample Recognition





PSJA ISD
Dec 13, 2025 ·

psjaisd.us
Over 180 PSJA ISD Seniors named Prospective Graduates during South Texas College Fall Comm...

More than 180 PSJA ISD seniors walked the stage at South Texas College's Fall Commencement Ceremony on Saturday, Dec. 13, 2025, at the Bert Ogden Arena, where they were recognized as Prospective Graduates for an Associate Degree or College Certificate. This achievement comes months before they receive their high school diplomas in May 2026.

Approximately 91 students completed Associate Degrees, while 91 earned Industry-Level Certifications in high-demand workforce pathways through the PSJA Academies, expanding their future opportunities in both higher education and the workforce.

Congratulations to our students walking the stage today—we are so proud to celebrate this achievement with you! 🎓

Mercedes High School
Dec 15, 2025 ·

🎓 Welding Warriors Alert! 🎓
13 Mercedes High School students just WELDED their way to success! They officially earned their Structural Welding Certificates from South Texas College at this weekend's Fall Commencement!

MHS is beyond proud of all the hard work and commitment of these exceptional students. They are ready to build the future! Give them a HUGE congrats! 🎉

#MercedesHigh #STCCommencement
#WeldingWarriors #FutureBuilders #CareerReady

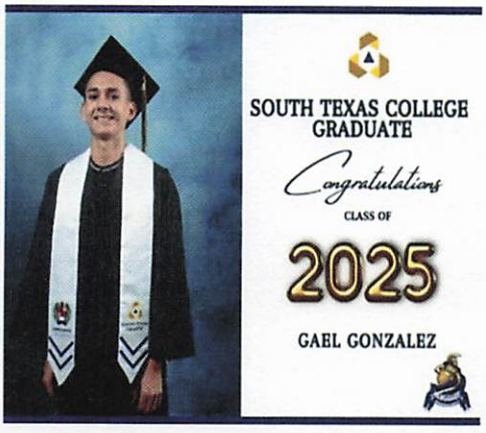


IDEA San Juan
8h ·

IDEA San Juan College Prep invites all 8th grade families to attend our P-TECH Parent Information Meetings!
Learn how your child can earn FREE college credit through our partnership with South Texas College.
📅 April 8 or April 22
⏰ 5:30–6:00 PM
📍 IDEA San Juan College Prep

¡IDEA San Juan College Prep invita a todas las familias de 8° grado a nuestras Reuniones Informativas de P-TECH!
Aprenda cómo su estudiante puede obtener créditos universitarios GRATIS a través de nuestra colaboración con South Texas College.
📅 8 o 22 de abril
⏰ 5:30–6:00 PM
📍 IDEA San Juan College Prep







La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 4 - Community, Trust, Unity and Partnership

Agenda Category: Action Item

Item Title: Approval of an Order of General Election for the La Joya Independent School District School Board to be held on November 3, 2026

BACKGROUND:

A School Board General Election allows voters within the district to elect representatives who govern and oversee the school system on behalf of the community. It ensures democratic participation, accountability, and transparency in public education. Board members set district policy, approve budgets and tax rates, hire and evaluate the superintendent, and make decisions that impact students, staff, and the community. The election is required to fill expiring terms, maintain leadership continuity, and comply with state election laws and district governance requirements.

RATIONALE:

The State mandates that we call an election for all expired positions on the School Board as follows:
Expired Terms: Place #1 - Dr. Nereyda Cantu, Place #2 - Esmeralda Solis, and Place #3 - Maria T. Hernandez

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Order of General Election Documentation

RECOMMENDATION: Administration recommends Approval of an Order of General Election for the La Joya ISD School Board to be held on November 3, 2026.

Initiated by: Mari Elizondo, School Board Administrative Assistant

Reviewed by: Dr. Derek Little, Deputy Superintendent

BF&AS Reviewed by: N/A

Executive Cabinet Review by: Dr. Marcey Sorensen, Superintendent of Schools

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

ORDER OF GENERAL ELECTION
LA JOYA INDEPENDENT SCHOOL DISTRICT
November 3, 2026

A general election shall be held for and within the La Joya Independent School District on November 3, 2026, between 7:00 a.m. and 7:00 p.m. for the purpose of electing three trustees for four-year terms in Position No. 1, Position No. 2, and Position No. 3.

Early Voting

Early voting will begin on Monday, October 19, 2026, and continue through Friday, October 30, 2026, and will be held at the following times and locations:

Early Voting Dates and Times

Early voting by personal appearance will be held Monday, October 19, 2026, through Friday, October 30, 2026, from 7:00 a.m. to 7:00 p.m.

Early Voting Polling Locations

Early Voting polling locations are as follows:

La Joya Youth Center - Gym	604 Salomon Chapa Dr., La Joya, Texas 78560
Veterans Memorial Pavilion	300 S. Inspiration Rd., Mission, Texas 78572
Sullivan City WIC Clinic	371 W. Expressway 83, Sullivan City, Texas 78595
Pct. 3 Field Office	8320 W. Mile 7 Rd., Mission, Texas 78572
Palmview Recreation Center	406 W. Veterans Blvd., Palmview, Texas 78572

Early Voting Locations are subject to change due to the Hidalgo County Elections Department finalizing voting locations.

Election Day Voting

Election Day Voting Date and Time

Election Day Voting by personal appearance will be held on Tuesday, November 3, 2026, between 7:00 a.m. and 7:00 p.m.

Election Day Polling Locations

Election Day polling locations are as follows:

La Joya Youth Center - Gym	604 Salomon Chapa Dr., La Joya, Texas 78560
Veterans Memorial Pavilion	300 S. Inspiration Rd., Mission, Texas 78572
Sullivan City WIC Clinic	371 W. Expressway 83, Sullivan City, Texas 78595
Pct. 3 Field Office	8320 W. Mile 7 Rd., Mission, Texas 78572
Palmview Recreation Center	406 W. Veterans Blvd., Palmview, Texas 78572

Election Day Voting Locations are subject to change due to the Hidalgo County Elections Department finalizing voting locations.

Ballot by Mail

Application for Ballot by Mail shall be mailed to:

Hilda Ann Salinas, Early Voting Clerk, Hidalgo County Elections Department, 2015 Jackson Creek Ave., Edinburg, Texas 78539-4558.

Applications for Ballot by Mail online:

Request a Ballot by Mail at https://www.hidalgocounty.us/524/Application-for-Ballot-by-Mail

Applications for Ballots by Mail (ABBMs) and Federal Post Card Applications (FPCAs) **must be received** no later than the close of business on Friday, October 23, 2026.

APPROVED THIS 29th DAY OF JULY, 2026

_____

Julian Alvarez III
President, School Board
La Joya Independent School District

ATTEST:

_____

Celso Gomez Jr.
Secretary, School Board
La Joya Independent School District

(District Seal)

ORDEN DE ELECCIÓN GENERAL
DISTRITO ESCOLAR INDEPENDIENTE DE LA JOYA
3 de noviembre de 2026

Se llevarán a cabo elecciones generales para y dentro del Distrito Escolar Independiente de La Joya el 3 de noviembre de 2026, entre las 7:00 a. m. y las 7:00 p. m. con el propósito de elegir tres miembros de la junta directiva escolar por períodos de cuatro años en el Puesto No. 1, Puesto No. 2 y Puesto No. 3.

Votación Anticipada

La votación anticipada comenzará el lunes 19 de octubre de 2026 y continuará hasta el viernes 30 de octubre de 2026 y se llevará a cabo en los siguientes horarios y lugares:

Fechas y Horarios de Votación Anticipada

La votación anticipada en persona se llevará a cabo del lunes 19 de octubre de 2026 al viernes 30 de octubre de 2026 de 7:00 a. m. a 7:00 p. m.

Lugares de Votación Anticipada

Los lugares de votación anticipada son los siguientes:

Centro Juvenil La Joya - Gimnasio	604 Salomon Chapa Dr., La Joya, Texas 78560
Pabellón Conmemorativo de los Veteranos	300 Inspiration Rd. Mission, Texas 78572
Clínica WIC de la ciudad de Sullivan	371 W. Expressway 83, Sullivan City, Texas 78595
Oficina del Precinto 3	8320 W. Mile 7 Rd., Mission, Texas 78572
Centro de Recreación de Palmview	406 W. Veterans Blvd., Palmview, Texas 78572

Los lugares de votación anticipada están sujetos a cambios debido a que el Departamento de Elecciones del Condado de Hidalgo finaliza los lugares de votación.

Votación el día de las elecciones

Fecha y Hora de Votación el Día de las Elecciones

Día de las elecciones por votación en persona se llevará a cabo el martes 3 de noviembre de 2026, entre las 7:00 a. m. y las 7:00 p. m.

Lugares de Votación el Día de las Elecciones

Los lugares de votación el día de las elecciones son los siguientes:

Centro Juvenil La Joya - Gimnasio	604 Salomon Chapa Dr., La Joya, Texas 78560
Pabellón Conmemorativo de los Veteranos	300 Inspiration Rd. Mission, Texas 78572
Clínica WIC de la ciudad de Sullivan	371 W. Expressway 83, Sullivan City, Texas 78595
Oficina del Precinto 3	8320 W. Mile 7 Rd., Mission, Texas 78572
Centro de Recreación de Palmview	406 W. Veterans Blvd., Palmview, Texas 78572

Los lugares de votación anticipada están sujetos a cambios debido a que el Departamento de Elecciones del Condado de Hidalgo finaliza los lugares de votación.

Voto por Correo

La solicitud de boleta por correo se enviará por correo a:

Hilda Ann Salinas, Secretaria de Votación, Hidalgo County Elections Department, 2015 W. Jackson Creek Ave., Edinburg, Texas 78539.

Solicitudes de boleta por correo en línea:

Solicite su boleta de votación por correo en https://www.hidalgocounty.us/524/Application-for-Ballot-by-Mail

Las solicitudes de boletas por correo (ABBM) y solicitudes de tarjetas postales federales (FPCA) deben recibirse a más tardar al cierre de operaciones del viernes 23 de octubre de 2026.

APROBADO ESTE DÍA 29 DE JULIO DE 2026

_____

Julian Alvarez III
Presidente, Mesa Directiva
Distrito Escolar Independiente de La Joya

Dar Fe:

_____

Cesar Gomez Jr.
Secretaria, Mesa Directiva
Distrito Escolar Independiente de La Joya (Sello del distrito)

LA JOYA ISD
2026 SCHOOL BOARD ELECTION

DUE DATES

Deadline to Post Notice of Candidate Filing Deadline	Thursday, June 18, 2026
Appointment of a Campaign Treasurer	Due when declaring candidacy, fundraising, or **upon** filing an application or place on the ballot (at the latest).
Code of Fair Campaign Practices	Due **upon** filing an application or place on the ballot.
First Day to File for a Place on the General Election Ballot	Saturday, July 18, 2026
Last Day to File for a Place on the General Election Ballot	Monday, August 17, 2026, 5:00 PM
Notice of Drawing for Place on Ballot	Thursday, September 3, 2026 - 5:00 PM
The due date for Candidates to file Campaign Finance Report (Officeholder Report of Contributions, Expenditures and Loans) (30 days before the election)	Monday, October 5, 2026 - 5:00 PM
First Day of Early Voting by Personal Appearance	Monday, October 19, 2026
Last Day to Apply for Ballot by Mail (**Received, not** post-marked)	Friday, October 23, 2026
Due date for Candidate Office Holder Report: Designation of Final report (Officeholder Report of Contributions, Expenditures and Loans) (8 days before the election)	Monday, October 26, 2026 - 5:00 PM
Last Day of Early Voting by Personal Appearance	Friday, October 30, 2026
ELECTION DAY	**Tuesday, November 3, 2026**

Electioneering

A person commits an offense if, during the voting period and within 100 feet of an outside door through which a voter may enter the building in which a polling place is located or within 20 feet of a parking space designated for curbside voting, the person loiters or electioneers for or against any candidate, measure, or political party.

A district that owns or controls a public building being used as a polling place or early voting polling place may not, at any time during the voting period or early voting period, as applicable, prohibit electioneering on the building's premises outside of the area described above, but may enact reasonable regulations concerning the time, place, and manner of electioneering.

Definitions

"Electioneering" includes the posting, use, or distribution of political signs or literature. The term does not include the distribution of a notice of a party convention authorized under Election Code 172.1114.

"Voting period" means the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later.

"Early voting period" means the period prescribed by Election Code 85.001.

Election Code 61.003, 85.036

Early Voting

In each election, early voting shall be conducted by personal appearance at an early voting polling place and by mail, in accordance with Election Code Title 7, Chapters 81-114. *Election Code 81.001*

November Early Voting Polling Places

In an election on the November uniform election date in which the district is not holding a joint election with a county and has not executed a contract with a county elections officer under which the district and the county share early voting polling places, the district:

1. Shall designate as an early voting polling place for the election an eligible county polling place located in the district; and
2. May not designate as an early voting polling place a location other than an eligible county polling place unless each eligible county polling place located in the district is designated as an early voting polling place by the district.

"Eligible county polling place" means an early voting polling place established by a county.

Election Code 85.010(a), (a-1), (b)

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 4 - Community, Trust, Unity, and Partnership

Agenda Category: Action Item

Item Title: Approval of Contract Extension for Self-Funded Employee Insurance Benefit Plans CSP #2025-71

BACKGROUND:

Self-Funded Employee Insurance Benefit Plans provide comprehensive employee benefits administration, including Medical, Dental, Preferred Provider Organization (PPO), Pharmacy Benefit Management (PBM), Utilization Review (UR), Specific and Aggregate Stop Loss coverage, COBRA administration, and Basic Life Insurance. These services support the District's employee benefits program and have been provided under the current contract.

RATIONALE:

The current contract includes the option for a one-year renewal upon mutual agreement and Board approval. Administration recommends exercising the second and final one-year extension for the period of September 1, 2026, through August 31, 2027, to maintain continuity of employee benefit services under the existing terms and conditions.

BUDGET:

Cost	*Funding Source*	*Vendor*
Based on Usage	General Funds	Blue Cross Blue Shield of Texas, Inc.- Richardson, TX Standard Insurance Company - San Antonio, TX
Purchasing Mechanism		***Additional Documentation***
CSP #2025-71		Tabsheets

RECOMMENDATION:

Administration recommends approval of the second and final one-year extension.

Initiated by: Eliseo Rodriguez, Director of Risk Management

Reviewed by: Sandra Guerrero, Executive Director for Payroll & Employee Benefits

BF&AS Reviewed by: Mirgitt Crespo, Chief Business, Finance & Administrative Services

Executive Cabinet Review by: Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

Medical Insurance Fee Comparison Tabsheet
Blue Cross Blue Shield - TX

Third Party Administrative Services	2025-2026		2026-2027	
Monthly Projected Employees	3165		2824	
Fee Descriptions	**Pricing**	**Sub-Totals**	**Pricing**	**Sub-Totals**
Administrative Fee	$33.64	$106,470.60	$34.65	$97,851.60
Fiduciary Services	$1.00	$3,165.00	$1.00	$2,824.00
Management of the Virtual Visits Program	$0.52	$1,645.80	$0.52	$1,468.48
Commissions: Medical	$2.35	$7,437.75	$2.35	$6,636.40
Employee Assistance Program (EAP)	$1.42	$4,494.30	$1.42	$4,010.08
Individual Stop Loss Deductible ($365,000)	$73.52	$232,690.80	$110.24	$311,317.76
Aggregate Stop Loss (125% Attachment Factor)	$0.93	$2,943.45	$0.93	$2,626.32
Wellbeing Management	$5.85	$18,515.25	$5.85	$16,520.40
COBRA (Health Equity)	$0.55		$0.55	
Monthly Projected Totals	$119.78	$377,362.95		$443,255.04
Yearly Projected Totals		$4,528,355.40		$5,319,060.48
Rebates:				
Medical	-$2.50	-$7,912.50	-$2.50	-$7,060.00
Prescription Drug	-$75.10	-$237,691.50	-$79.70	-$225,072.80
Projected Rebate Totals - Year		-$2,860,210.50		-$2,707,933.60
	-$32.82		-$36.41	
Total Annual Fees		**$1,668,144.90**		**$2,611,126.88**

Basic Life and Aciddental Death & Dismemberment (AD&D)
Benefit Provided by LJISD

The Standard		
Employee Voluntary Insurance Benefit Plans		
CSP 2025-72		
Basic Life		AD&D
62,150,000		62,150,000
1,000		1,000
62,150		62,150
0.032		0.01
1,988.80		621.50
Monthly	2,610.30	
Year	31,323.60	

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 1 - Excellence in Leadership

Agenda Category: Action Item

Item Title: Approval of Strategic Plan Implementation and Leadership Development Services CSP #2026-96

BACKGROUND:

The District issued CSP #2026-96 to solicit qualified firms to provide strategic plan implementation, executive leadership development, organizational coaching, and project management support services.

RATIONALE:

The award will establish qualified vendors to provide specialized leadership development, strategic implementation, and organizational support services that strengthen district-wide leadership capacity and support the successful execution of the District's strategic goals. The contract term is from July 2026 through June 2027, with the option to renew for one additional year by mutual agreement.

BUDGET:

Cost	*Funding Source*	*Vendor*
$608,000.00	199-23-6291-00-942-7-99-000 255-23-6291-00-942-7-24-000 199-23-6291-00-989-7-24-000 199-23-6291-00-943-7-99-000 255-23-6291-00-943-7-24-000 199-12-6291-00-888-7-99-000	ILO Group Providence, RI

Purchasing Mechanism	*Additional Documentation*
CSP #2026-96	Tabsheet, Evaluation Matrix, Agreement

RECOMMENDATION:

Administration recommends awarding CSP #2026-96 to the qualified vendor(s) identified on the attached tabulation sheet as offering the best value to the District.

Initiated by: Mirgitt Crespo, Chief Business, Finance & Administrative Services

Reviewed by: Click or tap here to enter text.

BF&AS Reviewed by: Mirgitt Crespo, Chief Business, Finance & Administrative Services

Executive Cabinet Review by: Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
Strategic Plan Implementation and Leadership Development Services CSP #2026-96
Tabsheet

1	**Turnkey Project - Strategic Plan Implementation Executive & Leadership Coaching**						
		Supplier	**QTY**	**UOM**	**Total Cost**	**Supplier Notes**	**Recommended**
		Dr. Betty Dlamini LLC	1	EA	$0.00		Not Recommended (Pricing not submitted in alignment with District Criteria)
		emk learning solutions llc	1	EA	$0.00		Not Recommended (Pricing not submitted in alignment with District Criteria)
		School Empowerment Network Inc.	1	EA	$0.00		Not Recommended (Pricing not submitted in alignment with District Criteria)
		Cultural Intelligence Center	1	EA	$0.00		Not Recommended (Pricing not submitted in alignment with District Criteria)
		Eide Bailly LLP	1	EA		We have provided our fee information in the Price List Breakdown document.	Not Recommended (Pricing not submitted in alignment with District Criteria)
		Solution Tree Inc	1	EA	$7,100.00	Total contract value will be definitively calculated in collaboration with La Joya ISD uponfinalization of the exact number of onsite delivery days required by the district. The price listed is for one day of onsite, customized professional development. Our full-day session is for 6-7 hours. Price is based on presenter matched with $7,100 being the average cost. Please see narrative response for full investment summary.	Not Recommended (Pricing not submitted in alignment with District Criteria)
		Capturing Kids' Hearts (The Flippen Group, LLC)	1	EA	$25,500.00		Not Recommended (As per Awarding Factors)
		Leading with LaKesha LLC	1	EA	$97,500.00		Not Recommended (As per Awarding Factors)
		Love Before ALL	1	EA	$102,800.00		Not Recommended (As per Awarding Factors)
		Hazard, Young, Attea & Associates (HYA Corporation)	1	EA	$126,700.00		Not Recommended (As per Awarding Factors)
		Bmate Consulting Group, LLC	1	EA	$162,800.00		Not Recommended (As per Awarding Factors)
		District Management Group	1	EA	$175,000.00		Not Recommended (As per Awarding Factors)
		Marzano Resources, LLC	1	EA	$176,129.62	This price is an estimated cost based on known services provided using the average cost of professional development and approximate discounts. Marzano Resources' services will be determined collaboratively with La Joya ISD. Please see attached cost proposal and narrative response for more information.	Not Recommended (As per Awarding Factors)
		engage2learn (Engage! Learning, Inc.)	1	EA	$290,380.00		Not Recommended (As per Awarding Factors)
		Studiously (Granthropology LLC)	1	EA	$330,000.00		Not Recommended (As per Awarding Factors)
		Baiza and Associates Consulting, LLC	1	EA	$365,000.00		Not Recommended (As per Awarding Factors)
		McNeece Consulting	1	EA	$376,000.00		Not Recommended (As per Awarding Factors)
		Mid-Atlantic Equity Consortium, Inc	1	EA	$580,000.00		Not Recommended (As per Awarding Factors)
		ILO Group LLC	1	EA	$608,000.00		**Recommended**
		Bellwether	1	EA	$660,000.00		
		Dr J Enterprises LLC (DRJ ENTERPRIZES CONSULTING)	1	EA	$695,000.00		
		TNTP, Inc.	1	EA	$2,195,837.00		

La Joya Independent School District
Strategic Plan Implementation and Leadership Development Services CSP #2026-96
Evaluation Matrix

Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	HUB Impact	Total Cost of Ownership	Environmentally Sensitive	Delivery Requirements	District Community Involvement	Litigation	Other
		100	35.00	5.00	10.00	13.00	0.00	7.00	2.00	7.00	3.00	6.00	12.00
Capturing Kids Hearts	1	65.50	35.00	3.67	6.67	6.67	0.00	4.00	2.00	5.00	0.00	6.00	6.67
ILO Group LLC	2	43.22	1.47	5.00	9.33	13.00	0.00	6.33	0.00	7.00	3.00	0.00	12.00
Hazard, Young, Attea & Associa	3	43.29	7.04	3.33	6.67	9.67	0.00	5.67	2.00	5.67	0.00	6.00	9.33
District Management Group	4	41.85	5.10	4.33	7.67	9.67	0.00	5.00	2.00	5.00	0.00	6.00	9.33
Leading with LaKesha LLC	5	38.65	9.15	3.00	5.00	5.33	0.00	5.67	2.00	5.67	0.00	6.00	6.67
Studiously	6	37.70	2.70	3.33	6.67	9.67	0.00	4.00	2.00	5.67	0.00	6.00	9.33
Mid-Atlantic Equity Consortium	7	35.54	1.54	3.67	6.67	9.67	0.00	3.67	2.00	5.67	0.00	6.00	8.00
engage2learn	8	31.32	3.07	3.67	6.67	9.67	0.00	4.00	0.00	5.67	0.00	0.00	8.00
Bmate Consulting Group, LLC	9	32.23	5.48	3.00	5.00	8.00	0.00	4.67	2.00	5.00	0.00	0.00	8.00
Love Before ALL	10	30.93	8.68	3.33	5.00	5.33	0.00	3.00	2.00	5.67	0.00	0.00	5.33
McNeece Consulting	11	31.62	2.37	3.33	5.00	5.33	0.00	5.67	2.00	5.00	0.00	6.00	6.67
Marzano Resources, LLC	12	29.32	5.07	3.67	5.67	6.67	0.00	4.00	0.00	5.67	0.00	0.00	6.67
Baiza and Associates Consultin	13	25.95	2.45	3.67	6.67	6.67	0.00	4.00	0.00	5.00	0.00	0.00	5.33

Evaluation Committee:
Jodie Adair - Academics & School Leadership
Nidia Ortiz - Academics & School Leadership
Sandra Guerrero - Business, Finance & Administrative Services

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between ILO Group with offices located at Providence, RI ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Strategic Plan Implementation and Leadership Development Services CSP #2026 96

AGREEMENT

1.0 Term

This Agreement shall be effective as of July, 2026 and end on June, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

_____
Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

_____
Date

ILO Group

Cerena Parker
Signature

Cerena Parker
Name

COO
Title

7/16/26
Date

Exhibit A - Services and Fees

Scope of Services

Strategic Plan Implementation and Leadership Development Services CSP #2026 96

Fee Structure

Please see attached ILO Group Price List Breakdown

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

Several Account

Exhibit B

Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

ILO Group

La Joya ISD

Strategic Plan Implementation and Leadership Development Services CSP

RFP #2026-96

ILO Group Price List Breakdown

June 15, 2026

Price List Breakdown

Item	Cost
Strategic Plan Implementation	**$98,000**
Strategic Initiative Implementation (PMOC Support)	$40,000
Organizational Alignment	$28,000
Change Management	$30,000
Executive & Leadership Coaching, Facilitation, and Consulting *Up to 10 leaders, $9,500 per leader (includes year-long, on-call support)*	**$95,000**
Professional Development and Retreats	**$126,000**
Quarterly In-Person Cabinet Retreats and Support	$42,000
Quarterly In-Person Executive Leadership Team Retreats and Support	$42,000
Quarterly In-Person Principal Development and Support	$42,000
Leadership Development	**$102,000**
Departmental & Division Leadership Development Add-On *Up to 4 departments, $10,000 per department*	$40,000
Monthly Virtual and Quarterly In-Person Aspiring Principal Development	$62,000
Strategic Communications Support	**$72,000**
Communications Director and Team Coaching	$24,000
Strategic Communications Mapping Support	$28,000
Community and Stakeholder Engagement	$20,000
Technical Assistance	**$115,000**
Project Management Support	$70,000
Process Improvement and Workflow Development	$30,000
Data Analysis and Reporting Support	$15,000
TOTAL not to exceed	**$608,000**

Note: This price breakdown assumes four week-long, in-person engagements. Additional travel will be billed at cost.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Action Item

Item Title: Approval of Contract Extension for Fuel Services CSP #2025-51

BACKGROUND:

To support the ongoing fuel needs of the Transportation Department, the district initiated a competitive solicitaiton process to explore cost-effective and reliable vendor options.

RATIONALE:

Establishing a pool of approved vendors through through this CSP will allow the Transportation Department to obtain daily fuel quotes and ensure timely, cost-effective fuel procurement from multiple competitive sources.

BUDGET:

Cost	*Funding Source*	*Vendor*
$1,000,000.00	199-34-6311-00-972-7-99-00	Vendors as denoted on the attached tabsheets

Purchasing Mechanism	*Additional Documentation*
CSP #2025-51	Tabsheet; Agreements

RECOMMENDATION:

Administration recommends approval of vendors as denoted on the attached tabsheet to participate in the daily fuel services quotes from August 1, 2026 through July 31, 2027.

Initiated by:
Jose L. Alaniz, Director of Transportation

Reviewed by:
S.B. Pierson, Chief of Operations & Infrastructure

BF&AS Reviewed by:
Mirgitt Crespo, Chief Business, Finance & Administrative Services

Executive Cabinet Review by:
Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:

M. Sorensen

Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
Fuel Services CSP #2025-51 Tabsheet

Line Item	Description	Arguindegui Oil Co II, Ltd Laredo, TX	Gold Star Petroleum, Inc Spring, TX	PETROLEUM TRADERS CORPORATION Fort Wayne, IN
1	Regular Unleaded Gasoline - Must have a minimum of 87 Octane Rating - Submit proposal based on estimated average of 9,000 gallons per month - OPIS (Oil Price Information Service) - A copy of OPIS price sheet in effect on delivery date must be provided with this submittal and with each invoice - La Joya I.S.D. will only honor the lowest rack price.	2.2155	2.1327	2.0809
2	Ultra Low Sulfur Diesel Fuel (ULSD) - Must meet requirements of the fuel commonly described as ULSD Fuel - Submit proposal based on an estimated average of 40,000 per month - OPIS (Oil Price Information Service) - A copy of OPIS price sheet in effect on delivery date must be provided with this submittal and with each invoice - La Joya I.S.D. will only honor the lowest rack price.	2.665	2.3308	2.3739
3	Oil Price Information Sheet (OPIS) Attached	Yes	Yes	Yes
4	List time fuel product must be ordered to receive the best value with a same day delivery.	8 AM	8am	0900
5	Please list additional mandated Texas Petroleum Delivery fees, Leaking Underground Storage Tank Fees, Oil Spill Liability Trust Fund fees, Ground Water Protection fees, or other Federal or State fees.	Leaking Underground Storage Tank Fees, Oil Spill Liability Trust Fund fees, Federal Hazardous Substance Super Fund Fee,	TPPDF: $0.0008; LUST: $0.0010; OSLTF: $0.00214; Ground Water Protection Fee: $0.00; FSFR: $0.00405	Gas Federal Lust: $.0010, Gas Federal Oil Spill: $.00193, Gas Federal Superfund: $.00365 / Diesel Federal Lust: $.0010, Diesel Federal Oil Spill: $.00214, Federal Superfund: $.00405 / Texas Delivery Fees: Less than 2500 - $1.70, between 2500 and 5000 - $3.45, between 5000 and 8000 - $5.45, between 8000 and 10000 $6.95 / Split Gas and Diesel: less than 7000 - $5.45, more than 7000 - $6.95
6	Are Rack locations in Edinburg, Texas and Harlingen, Texas? Vendor will only be considered for the OPIS Rack location(s) listed. La Joya ISD will not pay additional fees if delivered from other racks besides those noted.	Yes	Yes	Yes
7	Types of fuel from Edinburg, Texas and Harlingen, Texas OPIS Rack location(s).	Unleaded and Diesel	Unleaded & Diesel fuels	87 Octane Unleaded Gasoline with 10% Ethanol, Number 2 Ultra Low Sulfur Clear Diesel
8	What is the Brand Name for Regular Unleaded Gasoline?	Valero unbranded	Valero	Unbranded
9	What is the Octane Rating for Regular Unleaded Gasoline?	87 octane	87	87
10	What is the Rack Lowest Price for Regular Unleaded Gasoline? (Please Attach OPIS price sheet)	2.0694	2.0296	$2.0809
11	What is the Margin of Profit for Regular Unleaded Gasoline?	.1395	.1031	$.0650

Proposal Period: August 1, 2026 through July 31, 2027 (second and final year)

12	What is the TPDF Fee for Regular Unleaded Gasoline?	0	.0008	Texas Delivery Fees: Less than 2500 - $1.70, between 2500 and 5000 - $3.45, between 5000 and 8000 - $5.45, between 8000 and 10000 $6.95
13	What is the State Tax; Lust Fee & OSLTF Fee for Regular Unleaded Gasoline?	State Tax= .2000, Lust Fee= .0010, OSLTF fee= .00193, Federal Hazardous Substance Super Fund =.00364	State Tax: NONE; LUST: .0010; OSLTF: .00214	State - exempt, Lust - $.0010, OSLTF - $.0019
14	What is the delivery Fee for Regular Unleaded Gasoline?	0	NONE	$.0012 - Based on a full 8500 load
15	Does your bid/proposal include any deviations from the attached terms, conditions, and specifications?	No	No	No
16	If your firm intends to deviate from the terms and conditions listed in the attached documents, all such deviations must be listed here, with complete and detailed conditions and information included. La Joya ISD will consider any deviations in its bid/proposal award decisions. Additionally, the District reserves the right to accept or reject any bid/proposal based upon any deviations indicated below. If none, you may enter N/A (not applicable).	n/a	NONE	NA
17	What is the Brand Name for Ultra Low Sulfur Diesel Fuel (ULSCD)?	Valero Unbranded	Valero	Unbranded
18	What is the Diesel Grade for Ultra Low Sulfur Diesel Fuel (ULSCD)?	Diesel no 2	Cetane: 48	Number 2 Ultra Low Sulfur, 44 Cetane
19	What is the Rack Lowest Price for Ultra Low Sulfur Diesel Fuel (ULSCD)? (Please attach OPIS sheet)	2.5283	2.2277	$2.3118
20	What is the Margin of Profit for Ultra Low Sulfur Diesel Fuel (ULSCD)?	.1295	.1031	$.01
21	What is the TPDF Fee for Ultra Low Sulfur Diesel Fuel (ULSCD)?	0	.0008	Texas Delivery Fees: Less than 2500 - $1.70, between 2500 and 5000 - $3.45, between 5000 and 8000 - $5.45, between 8000 and 10000 $6.95
22	What is the State Tax; Lust Fee & OSLTF Fee for Ultra Low Sulfur Diesel Fuel (ULSCD)?	State Tax= .2000, Lust Fee= .0010, OLSTF= .00214, Federal Hazardous Substance Super Fund = .00405	State Tax: NONE; LUST: .0010; OSLTF: .00214	State - exempt, Lust - $.0010, OSLTF - $.0018
23	What is the Delivery Fee for Ultra Low Sulfur Diesel Fuel (ULSCD)?	n/a	NONE	$.0012 - based on a full 7500 load
24	Please indicate number of business days after receipt of purchase order.	24 hours	24 hours	Same or Next
	Recommendation:	**Recommended**	**Recommended**	**Recommended**

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Arguindegui Oil Co II, Ltd with offices located at PO BOX 1367, Laredo, TX 78042 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Fuel Services CSP #2025-51

AGREEMENT

1.0 Term

This Agreement shall be effective as of August 1, 2026 and end on July 31, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Arguindegui Oil Co II, Ltd

Signature

Beto Lopez
Name

Pricing Mgr
Title

7/14/26
Date

Exhibit A - Services and Fees

Scope of Services

The vendor shall provide daily fuel quotes and deliver fuel as requested by the Transportation Department in accordance with district procurement requirements.

Fee Structure

As noted on attached tabsheet.

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

199-34-6311-00-972-7-99-000

Exhibit B

Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Gold Star Petroleum, Inc with offices located at PO BOX 11151, Spring, TX 77391 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Fuel Services CSP #2025-51

AGREEMENT

1.0 Term

This Agreement shall be effective as of August 1, 2026 and end on July 31, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals. each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Gold Star Petroleum, Inc

Signature

J.J. Rodriguez, Pres
Name

President
Title

6/25/2026
Date

Exhibit A - Services and Fees

Scope of Services

The vendor shall provide daily fuel quotes and deliver fuel as requested by the Transportation Department in accordance with district procurement requirements.

Fee Structure

As noted on attached tabsheet.

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

199-34-6311-00-972-7-99-000

Exhibit B

Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Petroleum Traders Corporation with offices located at 7120 Pointe Inverness Way, Fort Wayne, IN 46804 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Fuel Services CSP #2025-51

AGREEMENT

1.0 Term

This Agreement shall be effective as of August 1, 2026 and end on July 31, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor Petroleum Traders Corporation
Address PO Box 2357
City, State, Zip Code Fort Wayne, IN 46801-2357
Attn: Contact Person Joseph Vanderpool
Email: jvanderpool@petroleumtraders.com

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Petroleum Traders Corporation

Signature

Joseph Vanderpool
Name

Contract Sales Manager
Title

06/25/2026
Date

Exhibit A - Services and Fees

Scope of Services

The vendor shall provide daily fuel quotes and deliver fuel as requested by the Transportation Department in accordance with district procurement requirements.

Fee Structure

As noted on attached tabsheet.

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

199-34-6311-00-972-7-99-000

Exhibit B
Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Action Item

Item Title: Approval of Contract Extension for Fuel Services CSP #2025-51

BACKGROUND:

To support the ongoing fuel needs of the Transportation Department, the district initiated a competitive solicitaiton process to explore cost-effective and reliable vendor options.

RATIONALE:

Establishing a pool of approved vendors through through this CSP will allow the Transportation Department to obtain daily fuel quotes and ensure timely, cost-effective fuel procurement from multiple competitive sources.

BUDGET:

Cost	*Funding Source*	*Vendor*
$1,000,000.00	199-34-6311-00-972-7-99-00	Vendors as denoted on the attached tabsheets

Purchasing Mechanism	*Additional Documentation*
CSP #2025-51	Tabsheet; Agreements

RECOMMENDATION:

Administration recommends approval of vendors as denoted on the attached tabsheet to participate in the daily fuel services quotes from August 1, 2026 through July 31, 2027.

Initiated by:
Jose L. Alaniz, Director of Transportation

Reviewed by:
S.B. Pierson, Chief of Operations & Infrastructure

BF&AS Reviewed by:
Mirgitt Crespo, Chief Business, Finance & Administrative Services

Executive Cabinet Review by:
Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:
Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
Fuel Services CSP #2025-51 Tabsheet

Line Item	Description	Arguindegui Oil Co II, Ltd Laredo, TX	Gold Star Petroleum, Inc Spring, TX	PETROLEUM TRADERS CORPORATION Fort Wayne, IN
1	Regular Unleaded Gasoline - Must have a minimum of 87 Octane Rating - Submit proposal based on estimated average of 9,000 gallons per month - OPIS (Oil Price Information Service) - A copy of OPIS price sheet in effect on delivery date must be provided with this submittal and with each invoice - La Joya I.S.D. will only honor the lowest rack price.	2.2155	2.1327	2.0809
2	Ultra Low Sulfur Diesel Fuel (ULSD) - Must meet requirements of the fuel commonly described as ULSD Fuel - Submit proposal based on an estimated average of 40,000 per month - OPIS (Oil Price Information Service) - A copy of OPIS price sheet in effect on delivery date must be provided with this submittal and with each invoice - La Joya I.S.D. will only honor the lowest rack price.	2.665	2.3308	2.3739
3	Oil Price Information Sheet (OPIS) Attached	Yes	Yes	Yes
4	List time fuel product must be ordered to receive the best value with a same day delivery.	8 AM	8am	0900
5	Please list additional mandated Texas Petroleum Delivery fees, Leaking Underground Storage Tank Fees, Oil Spill Liability Trust Fund fees, Ground Water Protection fees, or other Federal or State fees.	Leaking Underground Storage Tank Fees, Oil Spill Liability Trust Fund fees, Federal Hazardous Substance Super Fund Fee,	TPPDF: $0.0008; LUST: $0.0010; OSLTF: $0.00214; Ground Water Protection Fee: $0.00; FSFR: $0.00405	Gas Federal Lust: $.0010, Gas Federal Oil Spill: $.00193, Gas Federal Superfund: $.00365 / Diesel Federal Lust: $.0010, Diesel Federal Oil Spill: $.00214, Federal Superfund: $.00405 / Texas Delivery Fees: Less than 2500 - $1.70, between 2500 and 5000 - $3.45, between 5000 and 8000 - $5.45, between 8000 and 10000 $6.95 / Split Gas and Diesel: less than 7000 - $5.45, more than 7000 - $6.95
6	Are Rack locations in Edinburg, Texas and Harlingen, Texas? Vendor will only be considered for the OPIS Rack location(s) listed. La Joya ISD will not pay additional fees if delivered from other racks besides those noted.	Yes	Yes	Yes
7	Types of fuel from Edinburg, Texas and Harlingen, Texas OPIS Rack location(s).	Unleaded and Diesel	Unleaded & Diesel fuels	87 Octane Unleaded Gasoline with 10% Ethanol, Number 2 Ultra Low Sulfur Clear Diesel
8	What is the Brand Name for Regular Unleaded Gasoline?	Valero unbranded	Valero	Unbranded
9	What is the Octane Rating for Regular Unleaded Gasoline?	87 octane	87	87
10	What is the Rack Lowest Price for Regular Unleaded Gasoline? (Please Attach OPIS price sheet)	2.0694	2.0296	$2.0809
11	What is the Margin of Profit for Regular Unleaded Gasoline?	.1395	.1031	$.0650

Proposal Period: August 1, 2026 through July 31, 2027 (second and final year)

12	What is the TPDF Fee for Regular Unleaded Gasoline?	0	.0008	Texas Delivery Fees: Less than 2500 - $1.70, between 2500 and 5000 - $3.45, between 5000 and 8000 - $5.45, between 8000 and 10000 $6.95
13	What is the State Tax; Lust Fee & OSLTF Fee for Regular Unleaded Gasoline?	State Tax= .2000, Lust Fee= .0010, OSLTF fee= .00193, Federal Hazardous Substance Super Fund =.00364	State Tax: NONE; LUST: .0010; OSLTF: .00214	State - exempt, Lust - $.0010, OSLTF - $.0019
14	What is the delivery Fee for Regular Unleaded Gasoline?	0	NONE	$.0012 - Based on a full 8500 load
15	Does your bid/proposal include any deviations from the attached terms, conditions, and specifications?	No	No	No
16	If your firm intends to deviate from the terms and conditions listed in the attached documents, all such deviations must be listed here, with complete and detailed conditions and information included. La Joya ISD will consider any deviations in its bid/proposal award decisions. Additionally, the District reserves the right to accept or reject any bid/proposal based upon any deviations indicated below. If none, you may enter N/A (not applicable).	n/a	NONE	NA
17	What is the Brand Name for Ultra Low Sulfur Diesel Fuel (ULSCD)?	Valero Unbranded	Valero	Unbranded
18	What is the Diesel Grade for Ultra Low Sulfur Diesel Fuel (ULSCD)?	Diesel no 2	Cetane: 48	Number 2 Ultra Low Sulfur, 44 Cetane
19	What is the Rack Lowest Price for Ultra Low Sulfur Diesel Fuel (ULSCD)? (Please attach OPIS sheet)	2.5283	2.2277	$2.3118
20	What is the Margin of Profit for Ultra Low Sulfur Diesel Fuel (ULSCD)?	.1295	.1031	$.01
21	What is the TPDF Fee for Ultra Low Sulfur Diesel Fuel (ULSCD)?	0	.0008	Texas Delivery Fees: Less than 2500 - $1.70, between 2500 and 5000 - $3.45, between 5000 and 8000 - $5.45, between 8000 and 10000 $6.95
22	What is the State Tax; Lust Fee & OSLTF Fee for Ultra Low Sulfur Diesel Fuel (ULSCD)?	State Tax= .2000, Lust Fee= .0010, OLSTF= .00214, Federal Hazardous Substance Super Fund = .00405	State Tax: NONE; LUST: .0010; OSLTF: .00214	State - exempt, Lust - $.0010, OSLTF - $.0018
23	What is the Delivery Fee for Ultra Low Sulfur Diesel Fuel (ULSCD)?	n/a	NONE	$.0012 - based on a full 7500 load
24	Please indicate number of business days after receipt of purchase order.	24 hours	24 hours	Same or Next
	Recommendation:	**Recommended**	**Recommended**	**Recommended**

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Arguindegui Oil Co II, Ltd with offices located at PO BOX 1367, Laredo, TX 78042 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Fuel Services CSP #2025-51

AGREEMENT

1.0 Term

This Agreement shall be effective as of August 1, 2026 and end on July 31, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Arguindegui Oil Co II, Ltd

Signature

Beto Lopez
Name

Pricing Mgr
Title

7/14/26
Date

Exhibit A - Services and Fees

Scope of Services

The vendor shall provide daily fuel quotes and deliver fuel as requested by the Transportation Department in accordance with district procurement requirements.

Fee Structure

As noted on attached tabsheet.

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

199-34-6311-00-972-7-99-000

Exhibit B
Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Gold Star Petroleum, Inc with offices located at PO BOX 11151, Spring, TX 77391 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Fuel Services CSP #2025-51

AGREEMENT

1.0 Term

This Agreement shall be effective as of August 1, 2026 and end on July 31, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Gold Star Petroleum, Inc

Signature

J.J. Rodriguez, Pres
Name

President
Title

6/25/2026
Date

Exhibit A - Services and Fees

Scope of Services

The vendor shall provide daily fuel quotes and deliver fuel as requested by the Transportation Department in accordance with district procurement requirements.

Fee Structure

As noted on attached tabsheet.

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

199-34-6311-00-972-7-99-000

Exhibit B

Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(I.) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Petroleum Traders Corporation with offices located at 7120 Pointe Inverness Way, Fort Wayne, IN 46804 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Fuel Services CSP #2025-51

AGREEMENT

1.0 Term

This Agreement shall be effective as of August 1, 2026 and end on July 31, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD:
La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT:
Name of Vendor Petroleum Traders Corporation
Address PO Box 2357
City, State, Zip Code Fort Wayne, IN 46801-2357
Attn: Contact Person Joseph Vanderpool
Email: jvanderpool@petroleumtraders.com

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Petroleum Traders Corporation

Signature

Joseph Vanderpool
Name

Contract Sales Manager
Title

06/25/2026
Date

Exhibit A - Services and Fees

Scope of Services

The vendor shall provide daily fuel quotes and deliver fuel as requested by the Transportation Department in accordance with district procurement requirements.

Fee Structure

As noted on attached tabsheet.

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

199-34-6311-00-972-7-99-000

Exhibit B

Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Action Item

Item Title: Approval of Produce Products SOQ #2026-71

BACKGROUND:

The purpose of this Statement of Qualifications (SOQ) solicitation is to secure a list of vendors that would be interested in participating in the Child Nutrition Services monthly produce quotes.

RATIONALE:

This list will be used only as necessary, since the District plans to engage in the U.S. Department of Defense Fresh Fruit and Vegetable (FFV) Commodity Program. Only those qualifying vendors will be awarded the opportunity to participate in the monthly produce quotes process. This will take effect from July 1, 2026 through June 30, 2027.

BUDGET:

Cost	***Funding Source***	***Vendor***
$1,700,000.000	All 6341 Accounts	Nicho Produce Co., Inc. – Edinburg, TX Brothers Produce – Austin, TX
Purchasing Mechanism		***Additional Documentation***
SOQ #2026-71		Market Basket Analysis Tabsheet; Evaluation Matrix; Agreements

RECOMMENDATION:

We recommend approval of the following vendors to participate in the monthly produce products quotes.

Initiated by: Luis A. Pastor, Director of Child Nutrition Services

Reviewed by: S.B. Pierson, Chief of Operations and Infrastructure

BF&AS Reviewed by: Mirgitt B. Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: S.B. Pierson, Chief of Operations and Infrastructure

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
Product Products SOQ #2026-71
Market Basket Analysis Tabsheet

				Nicho Produce Co., Inc. Edinburg, TX		Brothers Produce Austin, TX	
				Total Price	$1,396,970.75	Total Price	$1,690,867.76
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Apple Slices 100/2oz/cs	7483	Case	$27.75	$207,653.25	$28.00	$209,524.00
2	Golden Apples 125/138ct/cs	1570	Case	$38.50	$60,445.00	$41.85	$65,704.50
3	Apples G Smith 125/138ct/cs	1111	Case	$38.50	$42,773.50	$38.00	$42,218.00
4	Apples Red 125/138ct/cs	2544	Case	$33.00	$83,952.00	$31.95	$81,280.80
5	Bananas 1/40# cs	5196	Case	$18.50	$96,126.00	$26.00	$135,096.00
6	Pears 100-150ct/cs	900	Case	$32.50	$29,250.00	$33.85	$30,465.00
7	Orange Navel 138ct/cs	2567	Case	$41.00	$105,247.00	$33.95	$87,149.65
8	Romaine Lettuce (Chopped) 6/2# cs	5953	Case	$24.00	$142,872.00	$24.25	$144,360.25
9	Baby Carrots 100ct/3oz cs	3000	Case	$27.50	$82,500.00	$26.85	$80,550.00
10	Celery Stick by 100ct/2oz	1769	Bag	$38.00	$67,222.00	$69.95	$123,741.55
11	Cucumbers by 1#	27371	Pound	$0.60	$16,422.60	$3.96	$108,389.16
12	Tomatoes 25#/cs	2880	Case	$42.00	$120,960.00	$39.95	$115,056.00
13	Grape Tomatoes 12/1 pt/cs	1631	Case	$23.00	$37,513.00	$26.95	$43,955.45
14	Serrano by 1#	741	Pound	$0.90	$666.90	$3.20	$2,371.20
15	Cilantro by bunch	4911	Bunch	$0.30	$1,473.30	$0.95	$4,665.45
16	Green Bell Peppers by 1#	7238	Pound	$0.65	$4,704.70	$1.25	$9,047.50
17	Yellow Onions by 1#	1000	Pound	$0.35	$350.00	$1.00	$1,000.00
18	Red Seedless Grapes 100ct/3oz cs	933	Case	$58.00	$54,114.00	$53.00	$49,449.00
19	Diced Onions 5# Container	1500	Container	$5.00	$7,500.00	$8.25	$12,375.00
20	Peaches 25#/cs	500	Case	$38.50	$19,250.00	$32.00	$16,000.00
21	Green Grapes 100ct/3oz cs	816	Case	$58.00	$47,328.00	$73.00	$59,568.00
22	Apples Royal Gala 138ct/cs	125	Case	$34.50	$4,312.50	$35.85	$4,481.25
23	Watermelon	200	Case	$7.00	$1,400.00	$10.75	$2,150.00
24	Cantaloupe	200	Case	$24.00	$4,800.00	$25.85	$5,170.00
25	Kiwi 108ct/cs	200	Case	$44.00	$8,800.00	$22.25	$4,450.00
26	Honey Dew	200	Case	$22.00	$4,400.00	$29.50	$5,900.00
27	Pineapple	200	Case	$18.00	$3,600.00	$20.50	$4,100.00
28	Tangerines 120-150ct/cs	300	Case	$34.50	$10,350.00	$41.00	$12,300.00
29	Nectarines 48-50ct/cs	300	Case	$38.50	$11,550.00	$36.00	$10,800.00
30	Pico de Gallo 5#	100	Container	$12.50	$1,250.00	$21.00	$2,100.00
31	Jicama 100ct/2oz	500	Case	$32.00	$16,000.00	$60.00	$30,000.00
32	Broccoli Florets 100/2oz Pkg	1500	Case	$36.00	$54,000.00	$90.00	$135,000.00
33	Grapefruit 32-36ct/cs	200	Case	$29.50	$5,900.00	$33.50	$6,700.00
34	Squash 1#	100	Pounds	$0.85	$85.00	$2.25	$225.00
35	Plums 24#	300	Case	$38.00	$11,400.00	$38.00	$11,400.00
36	Strawberries Clamshell 8/1# cont.	100	Case	$22.00	$2,200.00	$18.00	$1,800.00
37	Tomato Dice 1/5# Bag or Container	500	Container	$9.50	$4,750.00	$14.25	$7,125.00
38	Spring Mix Lettuce 4/3 cs	900	Case	$26.50	$23,850.00	$28.00	$25,200.00

La Joya Independent School District
Produce Products SOQ# 2026-71
Evaluation Matrix for Federally Funded Procurement

Supplier	Rank	Score	Purchase Price	Reputation	Quality	Meet District's Needs	HUB Impact	Total Cost of Ownership	Environmentally Sensitive	Delivery Requirements	District Community Involvement	Litigation	Other
		100	35.00	5.00	10.00	13.00	0.00	7.00	2.00	7.00	3.00	6.00	12.00
Nicho Produce Co., Inc.	1	97.36	35.00	4.67	9.33	13.00	No	5.67	2.00	7.00	2.67	6.00	12.00
Brothers Produce	2	64.59	28.92	3.00	4.67	5.33	No	5.00	1.00	3.33	0.67	6.00	6.67

Luis Pastor- Child Nutrition Department
Eleud Alaniz - Child Nutrition Department
Joe Alaniz - Transportation Department

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Nico Produce Co. Inc. with offices located at 925 N. 10th Ave. Edinburg, TX 78547 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Produce Products SOQ #2026--71

AGREEMENT

1.0 Term

This Agreement shall be effective as of July 1, 2026 and end on June 30, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

Date

Nicho
~~Nico~~ Produce Co. Inc.

Signature

Tomas R Villarreal
Name

CEO
Title

6-26-26
Date

Exhibit A - Services and Fees

Scope of Services

Vendors pre- qualify to provide fresh produce for the Child Nutrition Services Department. Awarded vendors will be invited to submit monthly price quotations for items listed on the Produce Products Formal Quote Item List Sheet and shall provide quality products, competitive pricing, and timely delivery as requested by the District.

Fee Structure

All fees included on Bid Items

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

All 6341 (CNS) Accounts

Exhibit B
Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

AGREEMENT
FOR
INDEPENDENT CONTRACTOR/CONSULTING SERVICES

This Agreement for Independent Contractor/Consulting Services ("Agreement") is made by and between Brothers Produce with offices located at 8024 Exchange Dr. Bldg 9 #500 Austin Tx. 78754 ("Consultant") and La Joya Independent School District, a Texas public Independent School District located at 200 W. Expressway 83, La Joya, Texas, 78560 ("LJISD" or the "District") (collectively referred to as the "Parties" or individually as the "Party"), acting herein by and through their respectively authorized officers or employees.

Produce Products SOQ #2026-71

AGREEMENT

1.0 Term

This Agreement shall be effective as of July 1, 2026 and end on June 30, 2027, it is duly executed by both parties ("Effective Date") and shall remain in effect for a one-year ("Term"), unless terminated earlier as provided herein.

2.0 Termination

2.1 This Agreement shall automatically terminate at the end of the Term or any renewal terms.

2.2 This Agreement may be terminated prior to the expiration of the Term as follows:

By the District, for convenience, with or without cause, immediately upon written notice, in which case Consultant shall be paid for services rendered up to termination at a pro rated amount proportionate to the Fees (defined below) earned for Services performed prior to termination; or

By either party immediately if the other party commits a breach of any of the material terms of this Agreement; provided that the breaching party has first been provided written notice of the breach and a thirty (30)-day opportunity to cure.

3.0 Services and Fees

3.1 Consultant shall provide the Services set forth more particularly on the attached Exhibit A ("Services") in exchange for the fees also described in Exhibit A. Consultant shall invoice the District within thirty (30) days of the date the Services are performed, and payment will be due within thirty (30) days of the District's receipt of an invoice, subject to the Texas Prompt Payment Act.

3.2 The Services shall be performed in a commercially reasonable manner. Consultant covenants that in performing the Services, it shall: a) comply with all federal, state and local

statues, codes, rules, regulations and guidelines including but not limited to safety and health matters, b) comply with any applicable generally accepted appraising standards, protocols and guidelines or other relevant professional standards, c) perform the Services in a professional manner, and d) perform all requirements that are generally performed by similar professionals in conducting the type of services required by this Agreement.

3.3 The Services shall be performed on a non-exclusive basis. The District shall not be required to retain Consultant to perform any additional services not specifically set forth herein. The Parties acknowledge and agree that the District in its sole discretion may select any other consultant of its choosing upon a decision by the District to conduct similar services. In performing the Services, Consultant shall identify necessary information that should be provided by the District and related processes required to accurately perform the Services and shall provide needed advice to the District in relation to such information and processes.

4.0 Confidentiality

4.1 Consultant shall take reasonable precautions so that access to information relating to the Services is limited to those persons within its employ or under contract with Consultant for whom it is necessary and appropriate. Any release of information outside of those mentioned herein must be immediately reported to the District. All communications pursuant to this agreement whether oral or written between the Consultant and the District, as well as any documents or reports generated during or as a part of the Services shall be regarded by Consultant as confidential unless otherwise determined by the District or as provided by any applicable law or District policies, including without limitation the Texas Public Information Act or the Texas Open Meetings Act. To this end, Consultant shall keep all such communications and information confidential, except as provided by the District.

4.2 Consultant's employees/contractors shall not create or otherwise access, obtain, or use photographs or videos of LJISD students during or after the provision of Services under this Agreement absent express written consent from a student's parent or legal guardian.

5.0 Criminal History Record Checks

5.1 To the extent permitted by law, Consultant shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Consultant is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Consultant, to the extent permitted by law, will also subscribe to that person's criminal history record information. Before beginning any work under this Agreement, Consultant will provide written certification to the District that Consultant has complied with the statutory requirements as of that date, or, in the event Consultant is not legally permitted to comply with such requirements, Consultant shall cooperate with the District as set forth below. Upon request by District, Consultant will provide, in writing, updated certifications and the names of any other requested information regarding covered employees, so that the District may obtain criminal history recommended information to the covered employees. Consultant shall assume all expenses associated with obtaining criminal history record information.

5.2 Consultant will not assign any "covered employee" with a "disqualifying criminal history," as those terms are defined below, to work under this Agreement. If Consultant receives information that a covered employee has a reported disqualifying criminal history, including any

such information shared by District, then Consultant will immediately remove the covered employee from District property and notify the District in writing within three (3) business days. If the District objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Consultant agrees to discontinue using that covered employee to provide services at the District. If Consultant has taken precautions or imposed conditions to ensure that the employees of Consultant will not become covered employees, Consultant will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

5.3 For the purposes of this Section, "covered employees" means employees, agents, or subcontractors of Consultant or any of Consultant's consultants who has or will have continuing duties related to the services to be performed under this Agreement and has or will have direct contact with District's students. The District will decide what constitutes direct contact with District's students. "Disqualifying criminal history' means any conviction or other criminal history information designated by the District, or one of the following offenses; if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

5.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be, to the extent permitted by law, required by the terms of their contract with Consultant or any other contracting entity (as defined in Texas Education Code § 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certification to District and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

5.5 On request of District, Consultant shall provide all necessary identifying information to allow District to obtain criminal history record information for covered employees/contractors of the Consultant and all subcontracting entities. Consultant shall update this list on District's request. Consultant shall further cooperate in all respects with any reasonable request by District to assist District in obtaining criminal history record information on the employees/contractors of Consultant, including without limitation paying any fees or costs reasonably requested by District to enable District to obtain needed criminal history record information.

6.0 Licenses and Technical Matters.

6.1 Consultant represents that where appropriate each and every employee of Consultant and/or any contractor of Consultant that is participating in the provision of Services has the capability, experience, means and appropriate licenses and permits required to perform the Services contemplated by this Agreement to the extent applicable to such individual or contractor. Consultant represents that it is aware of and in full compliance with the laws of Texas, if any, for the licensing and certification of any professionals providing the Services. Upon request, Consultant must provide evidence to the District that any applicable professional license is current and in good standing. Consultant must contact the District immediately if such license status has changed. Upon request, Consultant shall provide the District with the identity of all individual employees or contractors involved with performing the Services.

7.0 Indemnity

CONSULTANT WILL DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE DISTRICT), INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS AFFILIATES, AND EACH AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, TRUSTEES, REGENTS AND AGENTS, FROM AND AGAINST ALL THIRD PARTY CLAIMS, LOSSES, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND COURT COSTS, TO THE EXTENT ARISING OUT OF CONSULTANT'S ACT OR OMISSION IN CONNECTION WITH THE AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

8.0 Liability

No Party assumes the liability for the duties and/or responsibilities under control of the other Party or for the actions of the employees of the other Party.

9.0 Immunity as a Defense; Deficiency Debt

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

10.0 Notices

Notices under this Agreement shall be in writing, via certified mail return receipt requested, facsimile or electronic mail, and shall be delivered to the other Party at the following respective addresses, including any indicated email address:

LJISD: La Joya Independent School District
200 W. Expressway 83
La Joya, TX 78560
Attn: Dr. Marcey Sorensen, Superintendent
Email: m.sorensen@lajoyaisd.net

CONSULTANT: Name of Vendor
Address
City, State, Zip Code
Attn: Contact Person
Email:

11.0 Relationship

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties and/or their respective employees. This Agreement does not create a joint venture, business partnership or agency relationship between the Parties.

12.0 Non-Discrimination

The Parties, in performing this Agreement, shall not discriminate against any person based on race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, familial status, or any other protected class.

13.0 Jurisdiction/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for all disputes arising under this Agreement shall lie in Hidalgo County, Texas.

14.0 Assignment

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

15.0 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 and this Agreement shall be liberally construed to carry out the intent of the Parties.

16.0 Entire Agreement; Severability; Further Assurances; Waiver

This Agreement, including Exhibit A attached to this Agreement, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations, with respect to the subject matter of this Agreement. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the Parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each Party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

17.0 Warranty

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

18.0 Headings

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

19.0 Amendments

This Agreement may be amended or modified only by written agreement authorized and executed by the duly authorized representatives of both Parties.

20.0 Edgar Certifications

Consultant shall follow the certifications and provisions that are required and apply only when the District expends federal funds for any contract resulting from this procurement process on Exhibit B ("Texas Education Department General Administrative Regulations (EDGAR) Certifications")

This Agreement may be executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

[SIGNATURES ON NEXT PAGE]

LA JOYA INDEPENDENT SCHOOL DISTRICT:

Signature

Dr. Marcey Sorensen
Name

Superintendent of Schools
Title

June 25, 2026
Date

Brothers Produce

Signature

Rosemary Zuniga
Name

School Specialist
Title

June 25, 2026
Date

Exhibit A - Services and Fees

Scope of Services

Vendors pre- qualify to provide fresh produce for the Child Nutrition Services Department. Awarded vendors will be invited to submit monthly price quotations for items listed on the Produce Products Formal Quote Item List Sheet and shall provide quality products, competitive pricing, and timely delivery as requested by the District.

Fee Structure

All fees included on Bid Items

Please include proposal or quotation documentation as part of Exhibit A

Funding Source

All 6341 (CNS) accounts

Exhibit B
Texas Education Department General Administrative Regulations (EDGAR) Certifications

2 CFR SECTION 200 REQUIRED PROVISIONS
FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to this agreement between La Joya ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor

regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of

$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Domestic preferences for procurements - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United

States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

(L) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to

procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[*Only Applicable to Contracts funded under the National School Lunch Program*] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly

pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this Contract shall be bound by the foregoing terms and conditions.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Agenda Category: Action Item

District Priority: Priority 5 - Operational Excellence and Financial Stability

Item Title: Approval of Electricity Contract through Purchasing Cooperatives

BACKGROUND:

On January 29, 2025, the Board approved a professional services contract with Valient Energy Sources to support the District's energy procurement efforts through contract evaluation, strategic energy planning, and the recovery of potential lost revenues, including eligible tax credits, rebates, incentives, and refunds related to energy improvement projects. The proposed electricity contract, secured through a purchasing cooperative, provides competitively procured retail electricity services that support cost efficiency, budget stability, and uninterrupted Districtwide operations.

RATIONALE:

Approval of the proposed electricity contract through a purchasing cooperative will provide competitively procured pricing, budget stability, and reliable utility services while ensuring compliance with state purchasing requirements. In coordination with Valient Energy Sources the District evaluated market conditions to secure the best value for District energy needs.

BUDGET:

Cost	***Funding Source***	***Vendor***
.06714 KWh for 80 months- Estimated 6M per year	199-51-6259-01-961-7-99-000	GEXA Energy Houston, Texas

Purchasing Mechanism
Practical Purchasing Cooperative

Additional Documentation
Business Electricity Authorization, First Amendment to Business Electricity Authorization, Quote Sheet & Administrative Report

RECOMMENDATION:

Administration recommends approval of the proposed electricity contract to provide competitively procured electricity services for District facilities while supporting budget stability and operational efficiency.

Initiated by: SB Pierson, Chief of Operations & Infrastructure

Reviewed by: SB Pierson, Chief of Operations & Infrastructure

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: SB Pierson, Chief of Operations & Infrastructure

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Sch

Gexa ENERGY

First Amendment and Extension
to
BUSINESS ELECTRICITY AUTHORIZATION
TEXAS LARGE COMMERCIAL SALES

SERVICE INFORMATION

Business Name: LaJoya Independent School District ("Customer")

Amendment: *Customer and Gexa Energy, LP ("Gexa Energy") entered into a Business Electricity Authorization agreement ("BEA"), dated February 4, 2025 ("Original Effective Date"), including its Addendums A and B, Electric Supply Terms of Service (Large Commercial) ("TOS"), and all amendments and confirmations to the foregoing (such documents and all amendments thereto are collectively referred to as the "Agreement"), under which Gexa Energy serves as Customer's retail electricity provider for the ESI IDs specified therein. Through this First Amendment and Extension to Business Electricity Authorization (the "Amendment"), the Parties hereby agree to ratify, amend, and extend the Agreement and TOS as follows:*

1. *Key Contract Terms: The Initial Term in the BEA shall be 86 Months from May 2026*

2. *Tax Exemption: The "Tax Exemption" section on page 1 of the BEA is hereby amended and restated as follows:*

   Customer represents and warrants to Company that it is a Texas governmental entity and, as such, is exempt from sales and use taxes Tex. Tax Code §151.309 and will not be charged for such taxes.

3. *Customer's Contact Information: The table set forth under "Customer's Contact Information" on page 1 of the BEA is hereby amended and restated as follows:*

Energy Management and Additional Transactions under this Agreement	Billing and Payables	Notices and Contract Documents
Dr. Marcey Sorensen, Superintendent La Joya ISD Address: 200 W. Expressway 83 La Joya, Texas 78560 Phone: 956-323-2006 Email: m.sorensen@lajoyaisd.net Stacy Pierson, Chief Operating Officer La Joya ISD Address: 200 W. Expressway 83 La Joya, Texas 78560 Phone: 956-323-2129 Email: s.pierson@lajoyaisd.net	Dr. Marcey Sorensen, Superintendent La Joya ISD Address: 200 W. Expressway 83 La Joya, Texas 78560 Phone: 956-323-2006 Email: m.sorensen@lajoyaisd.net Stacy Pierson, Chief Operating Officer La Joya ISD Address: 200 W. Expressway 83 La Joya, Texas 78560 Phone: 956-323-2129 Email: s.pierson@lajoyaisd.net	Dr. Marcey Sorensen, Superintendent La Joya ISD Address: 200 W. Expressway 83 La Joya, Texas 78560 Phone: 956-323-2006 Email: m.sorensen@lajoyaisd.net Stacy Pierson, Chief Operating Officer La Joya ISD Address: 200 W. Expressway 83 La Joya, Texas 78560 Phone: 956-323-2129 Email: s.pierson@lajoyaisd.net

4. *Credit and Deposit Requirements: The first sentence of Section 8 of the TOS is hereby amended and restated as follows:*

   If Company determines, prior to offering supply or at any time during the term of this Agreement, that Customer has failed to pay all amounts due under this Agreement, Customer has failed to timely pay all amounts due under this Agreement or there otherwise exists an Event of Default with respect to Customer under this Agreement, Company has the right to require Customer to either make advanced payments or provide to Company performance assurance to ensure prompt and timely payments of amounts due to Company under this Agreement.

601 Travis Street – Suite 200, Houston, TX 77002
Customer Service: 866.531.4392; Fax: 866.578.4392; Email: Contracts.ercot@gexaenergy.com

5. *Title, Risk of Loss and Indemnification: The last sentence of Section 10 of the TOS is hereby deleted.*

6. *Attorney's Fees: Section 18 of the TOS is hereby deleted and replaced with the following:*

   If either party prevails, in whole or in part, in any lawsuit or legal proceeding related to this Agreement or Company refers Customer's outstanding balance to an attorney or collection agent for collection, or collects Customer's outstanding balance through bankruptcy or other judicial proceedings, the prevailing party shall pay the other party's fees and expenses (including reasonable attorney's fees) incurred in connection therewith.

7. *Governing Law and Venue: The first sentence of Section 20 of the TOS is hereby amended and restated as follows:*

   This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Texas, including any rules promulgated by or orders issued by the PUCT and/or ERCOT, and exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Hidalgo County, Texas or Harris County, Texas.

8. *Confidentiality: Section 21 of the TOS is hereby amended and restated as follows:*

   To the extent permitted by law, the Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies and (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, including through the Texas Public Information Act,, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party. Notwithstanding the preceding provisions of this Section, Customer authorizes Company to use and disclose to any of Company's affiliates and any of its or their third party service providers Customer information for the purpose of potentially providing to Customer and any of Customer's affiliates opportunities to purchase products or services, and general product development. Further, if Customer's purchase was enabled by a third party broker/consultant, Customer authorizes Company to disclose to such third party broker/consultant all Customer information until Customer provides written notice to discontinue.

9. *Jury/Legal Waiver. Section 22 of the TOS is deleted in it's entirety.*

Authority; Authorization: *Customer represents and warrants to Company that (i) it is a political subdivision of the State of Texas duly organized and validly existing under applicable Texas law; (ii) it has full legal authority to execute, deliver, and perform this Amendment; (iii) the execution, delivery, and performance of this Amendment have been duly authorized by all necessary action of the District's Board of Trustees; (iv) this Amendment has been executed by a duly authorized representative of the District; and (v) this Amendment constitutes a legal, valid, and binding obligation of the District, enforceable against it in accordance with its terms.*

[Signature page follows]

601 Travis Street – Suite 200, Houston, TX 77002
Customer Service: 866.531.4392; Fax: 866.578.4392; Email: Contracts.ercot@gexaenergy.com

Effectiveness and Terms: *All amendments and restatements set forth herein shall be effective retroactively to the Original Effective Date. This Amendment shall be effective as of the last date both Parties have signed below. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement. This Amendment may be signed in multiple counterparts and may be delivered by facsimile or electronic means, each of which may be deemed an original, and all of which together constitute one and the same agreement. The Agreement, as amended by this Amendment, shall remain in full force and effect.*

Accepted and agreed:

Customer – Authorized Signature: *LaJoya Independent School District* *By:*_____ *Name:*_____ *Title:*_____ *Date:*_____	*Gexa Energy, LP* *By: Gexa Energy GP, LLC, its General Partner* *By:*_____ *Name:*_____ *Title:*_____ *Date:*_____

601 Travis Street – Suite 200, Houston, TX 77002
Customer Service: 866.531.4392; Fax: 866.578.4392; Email: Contracts.ercot@gexaenergy.com

VALIANT ENERGY SOURCES

QUOTE SHEET

CUSTOMER SUMMARY	
CUSTOMER:	La Joya ISD
PRICING DATE: 1/31/2025	

OPPORTUNITY SUMMARY	
ISO:	ERCOT
UTILITY:	AEPCPL
ZONE:	SOUTH
ESID COUNT:	132

QUOTE SHEET

CUSTOMIZED STANDARD PRODUCT

PROVIDER	GEXA	ENGIE	HUDSON	APGE	FREEPOINT	SFE
12 months	0.06998	0.07105	0.07195	0.07233	0.07305	0.07365
18 months	0.06985	0.07098	0.07155	0.07203	0.07295	0.07301
24 months	0.06950	0.07065	0.07108	0.07196	0.72600	0.07291
30 months	0.06904	0.07005	0.07090	0.07174	0.07205	0.07273
36 months	0.06895	0.06985	0.07040	0.07120	0.07199	0.07217
48 months	0.06855	0.06955	0.07001	0.07100	0.07165	0.07204
60 months	0.06805	0.06905	0.06985	0.06999	0.07125	0.07190
72 months	0.06758	-	-	-	-	
80 months	0.06714	-	-	-	-	
95 months	-	-	-	-	-	
120 months	-	-	-	-	-	
Components Included EROT	VALUE	VALUE	VALUE	VALUE	VALUE	VALUE
Energy	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Ancillaries	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
CONGESTION REVENUE RIGHTS	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
LOSSES	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Nodal Congestion	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED
RPS	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Applicable Taxes	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED
Comments	100% swing & Blended Extend-Included	100% swing & Blended Extend-Included	100% swing & Blended Extend-Included	100% swing & Blended Extend-Included	100% swing & Blended Extend-Included	100% swing & Blended Extend-Included

VALIANT ENERGY SOURCES

Administrative Report

Date: 04/21/2026

To Whom It May Concern,

Valiant Energy Sources LLC is pleased to provide this letter of recommendation on behalf of Gexa Energy. Following a comprehensive evaluation of available energy providers, Gexa Energy presented the most competitive rate at $0.06714 per kWh and offered the strongest overall combination of pricing and value-added programs.

It is important to note that market conditions on February 3, 2025, were significantly more favorable than current conditions. Since that time, pricing in the commercial ERCOT market has increased considerably due to ongoing volatility, higher demand projections, and tightening supply factors. As a result, rates available today are materially higher than those secured at that time, further underscoring the value of locking in pricing when market conditions are advantageous.

Affinity Program – By selecting Gexa Energy, faculty and staff of La Joya ISD will qualify for highly competitive residential electricity rates. Eligible participants may enroll in a 12-month plan at 7.2 cents per kWh or a 24-month plan at 7.8 cents per kWh at current market rates. These discount rates will remain available as long as the district maintains its agreement with Gexa, providing ongoing value to employees and the broader community.

Integrated Efficiency Program – This program is uniquely structured to support the infrastructure needs of La Joya ISD. It provides 0% interest financing for capital improvements such as HVAC systems, chillers, generators, roofing, and other energy-related upgrades. The program requires only a minimal administrative fee based on project size and includes no prepayment penalties, allowing the district to retire project costs early without financial burden.

CoolSaver Program- further enhances the district's energy efficiency efforts by providing comprehensive HVAC tune-ups at no cost. Services include coil cleaning, refrigerant level checks, filter replacements, and overall system optimization. These measures improve equipment performance, extend asset life, and reduce energy consumption, resulting in both immediate and long-term operational savings. Furthermore, the program coordinator, CLEAResults, has expanded eligibility to allow faculty and staff to participate for their personal residences.

Based on our analysis, we recommend selecting the 80-month contract with Gexa Energy. As demonstrated in the district's current contract, energy prices have shown a consistent upward trend. Securing a longer-term agreement provides cost stability and budget predictability for an organization of La Joya ISD's size and operational scope.

We are confident that Gexa Energy offers terms and conditions that align with the district's long-term operational and financial objectives. Please feel free to contact us with any questions or if additional information is needed.

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Action Item

Item Title: Approval of Architectural Services for the LJISD District Wide Entry Door Access Control Improvement Project – School Safety Grant

BACKGROUND: The District continues to prioritize campus safety through strategic infrastructure improvements that strengthen controlled access and emergency preparedness across all campuses. The La Joya ISD Districtwide Entry Door Access Control Improvement Project will enhance campus security through multi-level access control systems, reinforced door hardening measures, and impact-resistant security film installations at campus entry points. These upgrades support the District's commitment to maintaining safe, secure, and resilient learning and working environments Districtwide.

RATIONALE.: The La Joya ISD Districtwide Entry Door Access Control Improvement Project will significantly strengthen campus security by implementing multi-level access control systems, reinforced door hardening measures, and impact-resistant security film at key entry points. These enhancements will deter unauthorized access, improve visitor management through controlled entry procedures, and provide a safer, more secure environment for students, staff, faculty, and visitors across the District.

BUDGET:

Cost	*Funding Source*	*Vendor*
Cost not to exceed $320,000.00	SAFE Cycle 1	CG5 Architects, LLC Mission, Texas
Purchasing Mechanism		***Additional Documentation***
RFQ #2025-24		Agreement & Proposal

RECOMMENDATION: Administration recommends approving the vendor for architectural services as denoted on the attached proposal, in accordance with the terms and conditions of this proposal.

Initiated by: S.B. Pierson, Chief of Operations & Infrastructure

Reviewed by: S.B. Pierson, Chief of Operations & Infrastructure

BF&AS Reviewed by: Mirgitt B. Crespo, Chief of Business,Finance & Administrative Services

Executive Cabinet Review by: S.B. Pierson, Chief of Operations & Infrastructure

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

PROPOSAL

DATE:	6/10/26 revised	PAGES:	2
ATTN:	Mr. SB Pierson, La Joya ISD Chief of Operations & Infrastructure		
PROJECT:	District Wide Campus Entry Door Safety Project Various Campuses		

CG5 Architect LLC is pleased to offer the following Professional Services as requested by the District for this project:s

A.	Architectural/Engineering Consulting	**Lump Sum: $320,000.00** **Three Hundred Twenty Thousand and 00/100 Dollars**
	1. Project Control and Coordination for each campus and campus building identified for Scope of Work. 2. Professional Services for each Campus:	
	a. Code Compliance review and compliance for life safety, building codes, and ordinances b. Development of Bidding / Procurement Documents per State Statutes and District Requirements c. Secure barrier detailing and product selection and coordination and detailed contractor instructions and notes d. Mechanical Engineering Coordination and HVAC Scope of Work Consulting (Engineering as required) if any e. Electrical Engineering for any electrical/power/lighting service that may be identified for Scope of Work (Engineering as required) for access control and life safety f. Structural Engineering Coordination for Scope of Work Consulting (Engineering as required) g. Construction Administration: Assist District during Construction Phase – Contractor/Sub-Contractor questions and answer, City Permitting assistance as required, Site Visits as outlined in AIA AB101 Agreement h. Owner Consultant Coordination only: as required for Scope of Work – Access Control Vendor and Installer 3. <u>Exclusions (Consultants and/or Vendors can be included for additional Fee if requested):</u> a. Owner Consultants: e.g., Access Control Consulting, General Contractor Services (Actual Construction Services), security-safety-intrusion control consultant/vendor and/or installer, communications consulting and/or installer, IT/Data Consulting/Vendor and/or installer, Audio-Video consultant/vendor and/or installer b. Structural Engineering Consulting and Certification c. Mechanical, Electrical, Plumbing Engineering (HVAC, Power, Lighting, Plumbing Design if required or requested) d. TDLR Accessibility Barriers plan review and site inspection, if required e. Geotechnical Consulting, if required f. Construction Materials Testing (CMT), if required	
B.	Preliminary Observation, Observation Report, and Estimate Costing/Budgeting for Development of Scope of Work for each school campus listed below:	**$1,700.00 per school requested to visit and provide as part of Scope of Work – Additional School Added after Purchase Order Issue**
	1. Site Visit, Observation, and Scope of Work development per campus 2. Provide written report and costing estimate for Scope of Work, as identified per site visit and District requirements 3. Produce preliminary sketches/drawings of each campus entry doors, site plans, floor plans, and elevations as required	
C.	Proposed Scope of Work Campus: (to be filled in after site observation)	
	CG5 Architect understands the following as the proposed Scope of Work as identified on the following projects:	

	School Campus/Building:	Scope of Work / Description:	Preliminary Budget/Estimate	Notes
1.	La Joya High School	Designated main entry access and visitor control	$130,000.00/TBD	
2.	La Joya Juarez-Lincoln High School	Designated main entry access and visitor control	$130,000.00/TBD	
3.	Palmview High School	Designated main entry access and visitor control	$130,000.00/TBD	
4.	Jimmy Carter Early College High School	Designated main entry access and visitor control	$130,000.00/TBD	
5.	Cesar E Chavez Middle School	Designated main entry access and visitor control	$180,000.00/TBD	
6.	Dr Javier Saenz Middle School	Designated main entry access and visitor control	$130,000.00/TBD	
7.	Irene M Garcia Middle School	Designated main entry access and visitor control	$130,000.00/TBD	

8.	Juan De Dios Salinas Middle School	Designated main entry access and visitor control	$130,000.00/TBD	
9.	Lorenzo De Zavala Middle School	Designated main entry access and visitor control	$130,000.00/TBD	
10.	Memorial Middle School	Designated main entry access and visitor control	$180,000.00/TBD	
11.	Dr Americo Paredes Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
12.	Diaz / Villarreal Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
13.	E.B. Reyna Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
14.	Elodia R. Chapa Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
15.	Enrique Camarena Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
16.	Evangelina Garza Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
17.	Dr Palmira Mendiola Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
18.	Guillermo Flores Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
19.	Henry B. Gonzalez Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
20.	Lloyd M. Bentsen Jr. Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
21.	John F. Kennedy Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
22.	Jose De Escandon Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
23.	Sam Fordyce Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
24.	Narciso G Cavazos Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
25.	Patricio Perez Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
26.	Tabasco Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
27.	William J. Clinton Elementary School	Designated main entry access and visitor control	$130,000.00/TBD	
28.	Hope Academy D.A.E.P.	Designated main entry access and visitor control	$130,000.00/TBD	
29.	La Joya College and Career Center	Designated main entry access and visitor control	$130,000.00/TBD	
30.	ABRAHAM LINCOLN SCHOOL- ADDED SCOPE AFTER PURCHASE ORDER ISSUED	Designated main entry access and visitor control	$130,000.00/TBD	
		Total Estimate Budget:	**$4,000,000.00**	

Please review and let us know how to proceed. Please contact me with any questions or to discuss. Thank you for the opportunity!

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

LA JOYA INDEPENDENT SCHOOL DISTRICT
200 W. Expwy 83
La Joya, TX 78560
956-323-2000

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

CG5 Architect LLC
Mailing Address: 1314 E 22nd St, Mission, Texas 78572
Physical Address: 1007 Walnut Ave, McAllen, Texas 78501
(956) 239-2438, (956) 638-0107, (956) 686-7771

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

La Joya ISD District Wide
Entry Door Access Control Improvements Various Campuses throughout District

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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 B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

Program will be developed based on the described Scope of Work requested by the District
related to developing main entry access control for various campuses throughout the District. The Scope of Work includes
the design of a multi-level access control at existing entry conditions to include preparation for access control devices.

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

Project sites include 30 campuses as identified on the revised Proposal submitted to the District dated June 10, 2026 attachedherewith as Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The Owner's budget shall be initially based on the revised proposal dated 6-10-26 in the amount $4,000,000.00 and updated to reflect the District accepted Best and Final Offer submitted the awarded Contractor in the amount of $9,055,000.00, and adjusted per the terms in the AIA A101-2017 Agreement between Owner and Contractor.

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

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

.1 Design phase milestone dates, if any:

To be Determined

.2 Construction commencement date:

To be Determined

.3 Substantial Completion date or dates:

To be Determined

.4 Other milestone dates:

To be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Sealed Proposals

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

None

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. S Pierson
La Joya ISD
200 W Expressway 83, La Joya, Texas 78560
or
Designated La Joya ISD Facilities Personnel

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

None

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

.1 Geotechnical Engineer:

To Be Determined if Required

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

.2 Civil Engineer:

To Be Determined if Required

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

To be Determined if Required or Requested

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

Mr. Nestor Camacho, AIA - Project Architect
1007 Walnut Ave, McAllen, Texas 78501
(956) 222-7771 office
(956) 222-8350 mobile nestor@rike.pro
or
Jose Carlos "Charlie" Garcia III, RA, AIA – Architect of
Record 1007 Walnut Ave, McAllen, Texas 78501
(956) 222-7771 office
(956) 239-2438 mobile charlie@cg5architect.com charlie@rike.pro

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To Be Determined as Required

.2 Mechanical Engineer:

To Be Determined as Required

.3 Electrical Engineer:

To Be Determined as Required

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

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

None

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

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 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.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and One Million Dollars and Zero Cents ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da8642d902ee251118)

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about 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.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not Provided/Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Owner
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect/Owner
§ 4.1.1.30 Other Supplemental Services	Architect/Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

To be Determined as Requested

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

To be Determined as Identified or Notified

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Two (2) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da8642d902ee251118)

terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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 Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution 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 proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[X] Other: *(Specify)*

See Addendum No1 to this Agreement

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, 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 and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, 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.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To Be Negotiated at Time of Use or Request by the Owner

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

$ 320,000.00 Three Hundred Twenty-Thousand and 00/000 Dollars

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

Not Applicable N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To Be Determined with Identified or Requested Scope of Work and presented to Owner by Proposal for Owner's approval

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To Be Determined with Identified or Requested Scope of Work and presented to Owner by Proposal for Owner's approval

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

To Be Determined with Identified or Requested Scope of
Work and presented to Owner by Proposal for Owner's approval

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

Schematic Design Phase	Twenty percent (20.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty percent (20.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

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

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Senior Principal $ 250.00 per hour
Associate Principal $ 200.00 per hour
Architect, Engineers, Project Managers (excluding Principals or Associate Principals) $ 180.00 per hour
Construction Administrator / Manager $ 150.00 per hour
Interns and Technical Specialists $ 125.00 per hour
Clerical Servicers $ 80.00 per hour

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

To Be Determined as Additional Insurances are Requested and submitted to Owner by Proposal

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

NaN %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Non

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

Not Applicable

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: CG5 Architect revised Proposal dated 6-10-26

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

1. Construction Drawings Dated 4-14-26
2. Project Manual Dated 4-14-26

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

REGISTERED ARCHITECT
JOSE C GARCIA III
22658
STATE OF TEXAS

7-20-26

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

BY: Jose Carlos "Charlie" Garcia III, RA, AIA, CG5 Architect LLC Texas Architect No.: TBAE 22658

(Printed name, title, and license number if required)

AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

Additions and Deletions Report for
AIA® Document B101® – 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 22:01:07 CDT on 07/20/2026.

Changes to original AIA text

PAGE 1

PAGE 2

The Owner's budget shall be initially based on the revised proposal dated 6-10-26 in the amount $4,000,000.00 and updated to reflect the District accepted Best and Final Offer submitted the awarded Contractor in the amount of $9,055,000.00, and adjusted per the terms in the AIA A101-2017 Agreement between Owner and Contractor.

PAGE 11

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not Provided/Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect

Additions and Deletions Report for AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

§ 4.1.1.17 Post-occupancy evaluation	Owner
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect/Owner
§ 4.1.1.30 Other Supplemental Services	Architect/Owner

PAGE 20

Senior Principal $ 250.00 per hour

Associate Principal $ 200.00 per hour

Architect, Engineers, Project Managers (excluding Principals or Associate Principals) $ 180.00 per hour

Construction Administrator / Manager $ 150.00 per hour

Interns and Technical Specialists $ 125.00 per hour

Clerical Servicers $ 80.00 per hour

PAGE 21

Variable Information

PAGE 1

AGREEMENT made as of the Fifteenth day of June in the year Two Thousand Twenty-Six

LA JOYA INDEPENDENT SCHOOL DISTRICT

200 W. Expwy 83
La Joya, TX 78560

956-323-2000

CG5 Architect LLC

Additions and Deletions Report for AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

Mailing Address: 1314 E 22nd St
, Mission, Texas 78572

Physical Address: 1007 Walnut Ave, McAllen, Texas 78501

(956) 239-2438, (956) 638-0107, (956) 686-7771

La Joya ISD District Wide
Entry Door Access Control Improvements Various
Campuses throughout District

PAGE 2

Program will be developed based on the described Scope of Work requested by the District
related to developing main entry access control for various campuses throughout the District. The Scope of Work includes
the design of a multi-level access control at existing entry conditions to include preparation for access control devices.

Project sites include 30 campuses as identified on the revised Proposal submitted to the District dated June 10, 2026 attachedherewith as Exhibit A

The Owner's budget shall be initially based on the revised proposal dated 6-10-26 in the amount $4,000,000.00 and updated to reflect the District accepted Best and Final Offer submitted the awarded Contractor in the amount of $9,055,000.00, and adjusted per the terms in the AIA A101-2017 Agreement between Owner and Contractor.

PAGE 3

To be Determined

To be Determined

To be Determined

To be Determined

Competitive Sealed Proposals

None

Mr. S Pierson

La Joya ISD

200 W Expressway 83, La Joya, Texas 78560

or

Designated La Joya ISD Facilities Personnel

None

To Be Determined if Required

PAGE 4

To Be Determined if Required

Additions and Deletions Report for AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

To be Determined if Required or Requested

Mr. Nestor Camacho, AIA - Project Architect

1007 Walnut Ave, McAllen, Texas 78501

(956) 222-7771 office

(956) 222-8350 mobile nestor@rike.pro
or

Jose Carlos "Charlie" Garcia III, RA, AIA – Architect of Record 1007 Walnut Ave, McAllen, Texas 78501
(956) 222-7771 office

(956) 239-2438 mobile charlie@cg5architect.com charlie@rike.pro

To Be Determined as Required

To Be Determined as Required

To Be Determined as Required

None

PAGE 5

None

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and One Million Dollars and Zero Cents ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

PAGE 6

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

PAGE 12

To be Determined as Requested

To be Determined as Identified or Notified

Additions and Deletions Report for AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

PAGE 13

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Two (2) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 16

[X] Other: *(Specify)*

See Addendum No1 to this Agreement

PAGE 18

None

To Be Negotiated at Time of Use or Request by the Owner

PAGE 19

$ 320,000.00 Three Hundred Twenty-Thousand and 00/000 Dollars

Not Applicable N/A

To Be Determined with Identified or Requested Scope of Work and presented to Owner by Proposal for Owner's approval

To Be Determined with Identified or Requested Scope of Work and presented to Owner by Proposal for Owner's approval

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00%), or as follows:

To Be Determined with Identified or Requested Scope of Work and presented to Owner by Proposal for Owner's approval

Schematic Design Phase	Twenty percent (20.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty percent (20.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

Additions and Deletions Report for AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

PAGE 20

Senior Principal $ 250.00 per hour

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

To Be Determined as Additional Insurances are Requested and submitted to Owner by Proposal

PAGE 21

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

NaN %

Non

Not Applicable

[X] Other Exhibits incorporated into this Agreement:

Exhibit A: CG5 Architect revised Proposal dated 6-10-26

PAGE 22

1. Construction Drawings Dated 4-14-26
2. Project Manual Dated 4-14-26

Additions and Deletions Report for AIA Document B101 – 2017. Copyright © 1974, 1978, 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 22:01:07 CDT on 07/20/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 22:01:07 CDT on 07/20/2026 under Order No. 20250153477 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

JOSE C GARCIA III, RA, AIA
TEXAS ARCHITECT # TBAE 22658
CG5 ARCHITECT LLC

(Title)

7-20-26

(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 22:01:07 CDT on 07/20/2026 under Order No.20250153477 which expires on 08/17/2026, 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: (6a5e45da6642d902ee251118)

ADDENDUM NO. 1
BETWEEN OWNER and ARCHITECT AGREEMENT

The Owner-Architect Agreement between **La Joya Independent School District** (Owner) and **CG5 Architect LLC** (Architect) consisting of AIA Document B101 – 2017, Standard Form of Agreement Between Owner and Architect ("Agreement) for **La Joya ISD District Wide Entry Door Access Control Improvements** is amended and modified as follows:

ADDENDUM

The parties agree to fully incorporate any and all provisions of the attached addendum. The terms of this Addendum control over any conflicting term in the Agreement.

WEEKLY PROGRESS MEETINGS

Architect's representative shall meet with Owner's representative on a weekly basis following the execution of this agreement. Architect's representative shall provide written progress reports discussing relevant portions of project.

ARCHITECT COMPENSATION

The Architect's compensation and reimbursed expenses, for all provided services under the agreement, will not exceed $320,000 as specified in Section 11.1 of the agreement unless Owner agrees in writing to an additional amount for additional services or expenses.

ALLOWANCES

All allowances under the agreement shall be Owner controlled and approved.

INSURANCE REQUIREMENTS

For all insurance requirements in the Agreement, the following shall apply:

1.1. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

1.2. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the Owner.

1.3. Before commencement of the services to be performed under this Agreement, certificates of insurance and copies of endorsements shall be furnished to the Owner, with complete copies of policies to be furnished to Owner promptly upon request.

1.4. All original and copies of certificates of insurance, endorsements, and policies shall (a) state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices; (b) except Worker's compensation, employer's liability, and professional liability insurance, add Owner, Owner's directors, officers, and employees of any of them as named additional insureds on all policies; (c) include a waiver of subrogation in favor of the Owner; (d) include the assigned Project and purchase order number, if applicable; and (e) include the following clause: "This policy shall not be non-renewed, or canceled, until notice has been mailed to the District. Date of cancellation may not be less than thirty (30) days after the date of mailing notice." Architect shall provide thirty (30) days advanced notice of any reduction in coverage limits or amount of insurance.

1.5. Should any of the required insurance, except for professional liability be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to the Owner) or shall be two times the occurrence limits stipulated.

1.6. If Architect fails to maintain any required insurance, the Owner, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any sums due the Architect.

MEDIATION

Resolution of any dispute arising under this agreement between the Owner and Architect shall first be attempted by submitting the dispute to non-binding mediation. The dispute shall be submitted to non-binding mediation upon the written demand of either party. The non-binding mediation shall be held in Hidalgo County, Texas at the location designated by the party demanding the mediation. The mediator shall be selected by agreement within twenty (20) calendar days from the date the demand for mediation is received by the other party. If an agreement cannot be reached on a mediator within the time period stated herein, each party shall submit the name of a mediator and the selection will be made by chance drawing. The party not making the demand for mediation shall make the blind draw from the names submitted. Thereafter, the mediation shall be held at the selected designation within thirty (30) calendar days. The party demanding the mediation shall be responsible for payment of the mediator's fee and associated costs. Mediation of any dispute shall be a condition precedent to filing a lawsuit, except that nothing herein shall preclude a party from seeking a mandatory or prohibitive injunction, or equitable relief from any court of competent jurisdiction to enforce or maintain the status quo pending mediation of any dispute.

ARBITRATION

The parties expressly agree to delete any and all provisions regarding, in any form, or rules pertaining to Arbitration.

CLAIMS FOR CONSEQUENTIAL DAMAGES OR LIMITATION OF LIABILITY

No damages will be waived in any contract. In addition, the Parties agree that **NO** limitation will be imposed on any amount of liability.

INDEMNIFICATION

The Architect shall indemnify and hold the Owner and its officers, employees and successors, harmless from and against all damages, loses, and judgments, including reasonable attorney's fees and expenses to the extent they arise from the Architect's negligent acts or omissions in the performance of its services and for patent, copyright or trademark infringement attributable to the Architecting services. The Owner assumes liability for and agrees to indemnify, and hold the Architect, its consultants and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from the owners, its agents, employees, consultants, Architects or construction manager (collectively for this indemnity "Owner Entity")gross negligence or willful misconduct. The Owner has no obligation to investigate the Architect's services for inconsistencies. The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement. The provisions of this section shall extend for time periods in accordance with the laws of the State of Texas

REQUIREMENTS

It will be the vendors/Architect responsibility to produce construction documents for the Construction Contractor to be able to obtain/verify all permits, licenses, easements, approvals, and authorizations to proceed with any phase of any project, as noted in the A101 and A201 Construction Agreements.

It will be the further responsibility of the Contractor to enforce and ensure that all professional licenses, as required by State law are maintained at all times. This shall include but not be limited to Plumbing, Electrical, Mechanical, test and balance, fire sprinkler, intercom etc.

Any and all contracting parties who perform any form of work for LJISD on LJISD property or LJISD projects shall first provide LJISD with written verification of approved bonding and insurance. The bonding or insurance used to cover any LJISD project shall be for an amount in excess of the value of the project.

All parties agree that all vendors, of any nature, conducting any form of business or work on District property are absolutely prohibited from utilizing any District employees, equipment, or resources on any project awarded to any vendor.

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the State of Texas. Venue of any dispute shall be in Hidalgo County Texas.

TERMINATION OR SUSPENSION

Owner reserves the right to terminate services, with or without cause, upon thirty (30) day written notice.

LIMITATION OF LIABILITY/WARRANTIES

The parties expressly agree that absolutely no limitation exists for any liability or warranty.

REIMBURSEABLE EXPENSES

Any form of reimbursable request shall first be requested in writing from administration. Any approved request shall only be valid if in writing and executed from LJISD.

CONTRADICTING DOCUMENTS AND CLAUSES

The Parties agree that in the event there are documents pertaining to this project and engagement which contain any language which would in any fashion compete or contradict any language contained herein to this addendum, that the terms of the addendum would in all events prevail.

OWNER:

By: Dr. Marcey Sorensen
Printed/Typed

Name: _____
Title: Superintendent

Date: _____

ARCHITECT / CONSULTANT:

By: Jose C Garcia III, RA, AIA
Printed/Typed

Name: _____
Title: Principal / Architect

Date: 7-20-26



La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Action Item

Item Title: Approval of the District-Wide Entry Door Access Control Improvements CSP #2026-86

BACKGROUND:
La Joya ISD issued CSP #2026-86 to solicit qualified contractors for the District-Wide Entry Door Access Control Improvements Project. The project includes security enhancements to campus entry points and access control systems at designated District facilities. The solicitation was conducted through the District's electronic procurement system.

RATIONALE:

The proposed project supports the District's ongoing commitment to providing safe and secure learning environments for students, staff, and visitors. The improvements will strengthen access control at campus entry points, enhance security infrastructure, and support compliance with current safety standards and District security initiatives.

BUDGET:

Cost	*Funding Source*	*Vendor*
$9,555,000.00	SAFE Cycle 1	Millennium Project Solutions, Inc. Crosby, TX

Purchasing Mechanism	*Additional Documentation*
CSP #2026-86	Tabsheet; Evaluation Matrix; Architect Recommendation Letter; Agreement

RECOMMENDATION:
Administration recommends approval of the following vendor providing the best value to the district.

Initiated by: SB Pierson, Chief of Operations & Infrastructure

Reviewed by: SB Pierson, Chief of Operations & Infrastructure

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: S.B. Pierson, Chief of Operations & Infrastructure

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
District-Wide Entry Door Access Control Improvements CSP #2026-86
Tabsheet

				TelePro Communications (JSJ Rodriguez INC) Mission, TX		Millennium Project Solutions, Inc. Crosby, TX	
				Total Price	$6,575,426.00	Total Price	$9,055,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Base Proposal Package I: La Joya ISD Entry Door Hardening ProjectThe amount for labor and materials to provide the construction as described in the drawings and specifications.	1	EA	$6,575,426.00	$6,575,426.00	$9,305,000.00	$9,305,000.00
Recommendation						Recommended	

La Joya Independent School District
District-Wide Entry Door Access Control Improvements CSP #2026-86
Evaluation Matrix

Supplier	Rank	Score	Evaluation Matrix for Facilities - Construction	Purchase Price	Reputation	Quality	Meet District's Needs	Past Relationship	HUB Impact	Total Cost of Ownership	K through 12 Construction Experience	District Community Involvement	Litigation
		100		50.00	5.00	10.00	11.00	1.00	0.00	3.00	9.00	3.00	8.00
TelePro Communications	1	77.33		50.00	2.67	6.00	5.00	1.00	0.00	1.33	3.33	0.00	8.00
Millennium Project Solutions,	2	75.66		35.33	4.00	7.67	10.33	0.00	0.00	2.67	7.67	0.00	8.00

Evaluation Committee:
Oscar Gonzalez, Technology Department
Reynaldo Cedillo, Operations and Campus Maintenace Department
S.B. Pierson, Operartions and Infrastructure Department

RECOMMENDATION LETTER

Date: June 2, 2026
Attn: Mr. Pierson, Chief of Operations & Infrastructure
Owner: La Joya Independent School District
Project: La Joya ISD District-Wide Entry Access Control Improvements
From: Jose Carlos "Charlie" Garcia III, RA, AIA Architect
Re: CSP #2026-86 Bidder Recommendation Letter

CG5 Architect is pleased to provide the following recommendation of award for the La Joya ISD Door District-Wide Hardening Project. Of the two bidders that submitted, CG5 Architect recommends the District to enter into negotiations for a Best and Final Offer with:

Millennium Project Solutions, Inc.
14206 FM 2100, Suite C
Crosby, Texas 77532

This recommendation is based on review of the submitted bid packages, review of the Vendors included Scope of Work, and verification with each of the vendors that all items noted and detailed on the bid documents and drawings have been included.

Furthermore, our recommendation is based on detailed discussion with each vendor's available manpower, supervision, and proposed materials and methods of construction. Also evaluated was the vendor's plan for meeting the District's schedule of completion.

Please contact my office for a detailed summary evaluation or with any questions.

Thank you,



Charlie Garcia III, RA, AIA
Texas Architect No. 22658
CG5 Architect | RIKE

6-2-26

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 15th day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

LA JOYA INDEPENDENT SCHOOL DISTRICT
200 W. Expwy 83
La Joya, TX 78560
956-323-2000

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

Millenium Project Solutions, Inc
14206 FM 2100 Suite C
Crosby, TX 77532
(281)328-2200
montana@mps-team.com
www.mps-team.com

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

La Joya ISD District Wide Entry Door Access Control Improvements Various Campuses in District as noted on Construction Documents

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

CG5 Architect LLC
Mailing Address: 1314 E 22nd St, Mission, Texas 78572
Physical Address: 1007 Walnut Ave, McAllen, Texas 78501 (956) 239-2438, (956) 638-0107, (956) 686-7771
charlie@rike.pro charlie@cg5architect.com

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

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 A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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.

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.

[X] 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.)

Permit approval and Purchase Order creation

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 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 achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

[X] Not later than two hundred ten (210) working days from the date of Permit approval of the Work.

[X] By the following date: As noted on Notice To Proceed

§ 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
All portions or work	210 working days from permit approval.

§ 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.

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 Nine Million Six Hundred Eighty Eight Thousand Eight Hundred Fifty and 00/100 Dollars ($ 9,688,850.00), subject to additions and deductions as provided in the Contract Documents. The Contract Sum is negotiated to include the Allowances as noted in Section 4.3. The Base Bid Amount is $9,055,000.00 and negotiated to include the additional Contingency Allowances No.2: $181,100.00 and No.3: $452,750.00 for a total Contract Sum Amount of $9,688,850.00

§ 4.2 Alternates

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

Item	Price
None	

§ 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
Not Applicable		

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

Item	Price

1. Contingency Allowance No 1 Owner Controlled in the amount of: $30,000.00
   a. Items allocated for this Allowance No. 01 shall not be subject to overhead and profit.

2. Contigency Allowance No.2 Owner Controlled (Design Team), 2% of Bid Amount in the amount of: $181,100.00
   a. Items allocated for this Allowance No. 2 shall be subject to overhead and profit.

3. Contigency Allowance No.3 Owner Controlled (Contractor), 5% of Bid Amount in the amount of: $452,750.00
   a. Items allocated for this Allowance No.3 shall be subject to overhead and profit

§ 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.)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1987, 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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

Item	Units and Limitations	Price per Unit ($0.00)

Not Applicable

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

See Addendum No 1 between Owner and Contractor included as exhibit B

§ 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, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following 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 Thirty (30) days after the Architect receives the Application for Payment.
(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 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.

§ 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;

.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.

§ 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;

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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

.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; 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 may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent

§ 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.)

All line items identified on AIA G703 shall be subject to retainage

§ 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.)

Retainage shall not be reduced or limited

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial 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.)

Release of retainage shall be at acceptance of Final Completion by the School District

§ 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.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment 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:

§ 5.3 Interest

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

Legal prevailing rate for Hidalgo County %

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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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.)

§ 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

[X] Litigation in a court of competent jurisdiction

[X] 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.

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.

§ 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.)

No Termination Fee shall be paid by the Owner

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

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)

Mr. S Pierson, Chief of Operations & Infrastructure
La Joya ISD
200 W Expressway 83, La Joya, Texas 78560
(956) 323-2000

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

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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a8130557d171c8e18b13848)

Mr Montana Morgan, Owner
14026 FM 2100, Crosby, Texas 77532
(281) 328-2200 office
(281) 635-3221 mobile montana@mps-team.com

§ 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 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.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 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.)

§ 8.7 Other provisions:

None

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 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.

.5 Drawings

Number	Title	Date	
Construction Drawings	Construction Drawings	April 14, 2026	26 Pages

.6 Specifications

Section	Title	Date	Pages
Project Manual	Project Manual	April 14, 2026 39 Pages	

.7 Addenda, if any:

Number	Date	Pages
Addendum No 1	May 8, 2026	37 Pages
Addendum No 2	May 13, 2026	3 Pages
Addendum No 3	May 15, 2026.	1 Page

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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

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.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.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.)

Exhibit C: Best and Final Offer submitted by Contractor dated June 3, 2026

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	Montana Morgan, Owner *(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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

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 21:07:03 CDT on 07/22/2026.

Changes to original AIA text

PAGE 1

montana@mps-team.com

www.mps-team.com

La Joya ISD District Wide Entry Door Access Control Improvements Various Campuses in District as noted on Construction Documents

CG5 Architect LLC

Physical Address: 1007 Walnut Ave, McAllen, Texas 78501 (956) 239-2438, (956) 638-0107, (956) 686-7771

charlie@rike.pro charlie@cg5architect.com

PAGE 2

[X] Not later than two hundred ten (210) ~~calendar~~working days from the date of ~~commencement~~Permit approval of the Work.

PAGE 3

All portions or work 210 working days from permit approval.

§ 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 Nine Million Six Hundred Eighty Eight Thousand Eight Hundred Fifty and 00/100 Dollars ($ 9,688,850.00), subject to additions and deductions as provided in the Contract Documents. The Contract Sum is negotiated to include the Allowances as noted in Section 4.3. The Base Bid Amount is $9,055,000.00 and negotiated to include the additional Contingency Allowances No.2: $181,100.00 and No.3: $452,750.00 for a total Contract Sum Amount of $9,688,850.00

None

Not Applicable

1. Contingency Allowance No 1 Owner Controlled in the amount of: $30,000.00

    a. Items allocated for this Allowance No. 01 shall not be subject to overhead and profit.

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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a8130557d171c8e18b13848)

2. Contigency Allowance No.2 Owner Controlled (Design Team), 2% of Bid Amount in the amount of: $181,100.00

    a. Items allocated for this Allowance No. 2 shall be subject to overhead and profit.

3. Contigency Allowance No.3 Owner Controlled (Contractor), 5% of Bid Amount in the amount of: $452,750.00

    a. Items allocated for this Allowance No.3 shall be subject to overhead and profit

PAGE 4

Item	Units and Limitations	Price per Unit ($0.00)
Not Applicable		

PAGE 5

Retainage shall not be reduced or limited

Release of retainage shall be at acceptance of Final Completion by the School District

PAGE 6

Mr. S Pierson, Chief of Operations & Infrastructure

La Joya ISD

200 W Expressway 83, La Joya, Texas 78560

Mr Montana Morgan, Owner

PAGE 7

14026 FM 2100, Crosby, Texas 77532

(281) 635-3221 mobile montana@mps-team.com

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

~~*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*~~

Number	Title	Date	
Construction Drawings	Construction Drawings	April 14, 2026	26 Pages
Section	**Title**	**Date**	**Pages**
Project Manual	Project Manual	April 14, 2026 39 Pages	

PAGE 8

Number	Date	Pages
Addendum No 1	May 8, 2026	37 Pages
Addendum No 2	May 13, 2026	3 Pages
Addendum No 3	May 15, 2026.	1 Page

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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

Variable Information

PAGE 1

AGREEMENT made as of the 15th day of June in the year Two Thousand Twenty-Six

LA JOYA INDEPENDENT SCHOOL DISTRICT

200 W. Expwy 83
La Joya, TX 78560

956-323-2000

Millenium Project Solutions, Inc

14206 FM 2100 Suite C
Crosby, TX 77532

(281)328-2200

La Joya ISD District Wide Entry Door Access Control Improvements Various Campuses in District as noted on Construction Documents

CG5 Architect LLC

Mailing Address: 1314 E 22nd St, Mission, Texas 78572

Physical Address: 1007 Walnut Ave, McAllen, Texas 78501 (956) 239-2438, (956) 638-0107, (956) 686-7771

charlie@rike.pro charlie@cg5architect.com

PAGE 2

[X] Established as follows:

Permit approval and Purchase Order creation

[X] Not later than two hundred ten (210) ~~calendar~~working days from the date of ~~commencement~~Permit approval of the Work.

PAGE 3

[ ] By the following date: As noted on Notice To Proceed

§ 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 Nine Million Six Hundred Eighty Eight Thousand Eight Hundred Fifty and 00/100 Dollars ($ 9,688,850.00), subject to additions and deductions as provided in the Contract Documents. The Contract Sum is negotiated to include the Allowances as noted in Section 4.3. The Base Bid Amount is $9,055,000.00 and negotiated to include the additional Contingency Allowances No.2: $181,100.00 and No.3: $452,750.00 for a total Contract Sum Amount of $9,688,850.00

PAGE 4

See Addendum No 1 between Owner and Contractor included as exhibit B

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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

None

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following 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 Thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

Five Percent

All line items identified on AIA G703 shall be subject to retainage

Legal prevailing rate for Hidalgo County %

PAGE 6

[X] Litigation in a court of competent jurisdiction

No Termination Fee shall be paid by the Owner

Mr. S Pierson, Chief of Operations & Infrastructure

La Joya ISD

200 W Expressway 83, La Joya, Texas 78560

(956) 323-2000

Mr Montana Morgan, Owner

PAGE 7

14026 FM 2100, Crosby, Texas 77532

(281) 328-2200 office

(281) 635-3221 mobile montana@mps-team.com

None

PAGE 8

Exhibit C: Best and Final Offer submitted by Contractor dated June 3, 2026

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 21:07:03 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 21:07:03 CDT on 07/22/2026 under Order No. 20250153477 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 21:07:03 CDT on 07/22/2026 under Order No.20250153477 which expires on 08/17/2026, 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: (6a6130557d171c8e18b13848)

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

La Joya ISD District Wide Entry Door Access Control Improvements

THE OWNER:
(Name, legal status and address)

LA JOYA INDEPENDENT SCHOOL DISTRICT
200 W. Expwy 83
La Joya, TX 78560

THE ARCHITECT:
(Name, legal status and address)

Millenium Project Solutions, Inc
14206 FM 2100 Suite C
Crosby, TX 77532

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

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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™–2017, Guide for Supplementary Conditions.

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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
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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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
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,

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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**
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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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
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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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
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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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
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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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), 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 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.

§ 1.1.2 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 Modification. 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 the Architect's duties.

§ 1.1.3 The Work

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.

§ 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 Instruments of Service

Instruments of Service are 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

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

§ 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.

§ 1.2.2 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.

§ 1.3 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 Instruments of Service

§ 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. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. 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' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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. 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

§ 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.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and 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.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

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.

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

ARTICLE 2 OWNER

§ 2.1 General

§ 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, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 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.

§ 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.

§ 2.2.2 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 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 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.

§ 2.2.4 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.

§ 2.3 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 to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of 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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

§ 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.

§ 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.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents 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 Work that is not in accordance with the requirements of the Contract 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.

§ 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 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, 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 made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, 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, 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.

§ 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, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 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.

§ 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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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.

§ 3.2.3 The Contractor is not 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 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 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.

§ 3.3 Supervision and Construction Procedures

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

§ 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.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, 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.

§ 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 consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 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.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under 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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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. 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, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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 or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 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 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.

§ 3.7.2 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.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, 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 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, 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. 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.

§ 3.8 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.

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

§ 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 and all required taxes, 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 shall be adjusted accordingly by Change Order. The amount of the Change Order 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.

§ 3.9 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. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, 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 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.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall 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.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall 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.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, 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, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

§ 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 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.

§ 3.12.5 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.

§ 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 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 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 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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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 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. 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.

§ 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.

§ 3.13 Use of Site

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.

§ 3.14 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. 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.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. 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.

§ 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.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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.

§ 3.18.2 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.

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, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 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 the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed 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 and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about 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 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.

§ 4.2.4 Communications

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. 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.

§ 4.2.5 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 reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed.

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 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 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 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 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 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.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work 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.

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

§ 4.2.12 Interpretations and decisions 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, 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.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about 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.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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 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 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.

§ 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. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall 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.

§ 5.3 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. 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.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a 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 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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 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.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to 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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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.

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

§ 6.1.3 The Owner shall provide for coordination of 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. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. 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 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 of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage 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.

§ 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 the Architect 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. Failure of the Contractor to notify the Architect 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 to receive the Contractor's Work. The Contractor shall not be responsible for 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 of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 Owner's Right to Clean Up

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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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.

§ 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. 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.

§ 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; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 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 Contract Time, or both. 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 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, 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;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the 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 shall be limited to the following:

.1 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;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; 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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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

.6 **Projects overhead and profit**

§ 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 Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum 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.

§ 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

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. 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 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 Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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 Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing 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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

§ 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 Completion within the Contract Time.

§ 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 labor disputes, fire, unusual delay in deliveries, unavoidable casualties, 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; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 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.

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.

§ 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.

§ 9.2 Schedule of Values

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 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.

§ 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 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.

§ 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.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 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.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) 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) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 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, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 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.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 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.

§ 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, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, 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.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, 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' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately 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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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 for in the Contract Documents.

§ 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.

§ 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, 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.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a 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 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 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 such portion is designated by separate agreement with the Contractor, 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 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. 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.

§ 9.9.2 Immediately prior to such partial occupancy or use, 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, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's 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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

belief, and 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 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.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) 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 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) 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 by the Owner, other data establishing payment or satisfaction of obligations, such as 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.

§ 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 it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.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;
- **.3** terms of special warranties required by the Contract Documents; or
- **.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 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.

§ 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 and other persons who may be affected thereby;
- **.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 trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

§ 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 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.

§ 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.

§ 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.

§ 10.2.6 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 permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party 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, 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.

§ 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 the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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.

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

§ 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.

§ 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 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.

§ 10.3.5 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 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.

§ 10.3.6 If, without negligence on the part 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 shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 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.

§ 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 required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 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 becomes aware of an impending or actual cancellation or expiration of any 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 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.

§ 11.2 Owner's Insurance

§ 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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 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 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 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 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.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware 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 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 of any contractual obligation to provide required insurance.

§ 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.

§ 11.3.2 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 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.

§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 any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay 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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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 of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor 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 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 request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, 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 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.

§ 12.2.2 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 after the date for commencement of warranties established under Section 9.9.1, 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 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 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 notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 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 not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the 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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of 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.

§ 12.3 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 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.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole 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.

§ 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, Architect, or Contractor 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 as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. 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. The Contractor shall give the Architect timely 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 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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 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 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.

§ 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

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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 30 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;

.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 Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 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, the Contractor may, upon seven days' 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 termination.

§ 14.1.4 If the Work is stopped for a period of 60 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' 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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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; or

.4 otherwise is guilty of substantial breach of a provision of 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, 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.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's 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 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 obligation for payment shall survive termination of the Contract.

§ 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 and Contract Time shall be adjusted 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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of 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; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, 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. 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

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, 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 Owner and Contractor waive all Claims and 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 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 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 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 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 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments 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.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, 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. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 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 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.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

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from 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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. 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 Initial Decision

§ 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 shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days 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.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more 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.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker 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.

§ 15.2.4 If the Initial Decision Maker 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 when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker 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 be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 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.

§ 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 or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 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 Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 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.

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy 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.

§ 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 a schedule for later proceedings.

§ 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.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 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.

§ 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.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 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.

§ 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 and methods for selecting arbitrator(s).

§ 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

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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.

§ 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 this 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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

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 20:36:38 CDT on 07/22/2026.

Changes to original AIA text

PAGE 28

.6 Projects overhead and profit

Variable Information

PAGE 1

La Joya ISD District Wide Entry Door Access Control Improvements

LA JOYA INDEPENDENT SCHOOL DISTRICT

200 W. Expwy 83
La Joya, TX 78560

Millenium Project Solutions, Inc

14206 FM 2100 Suite C
Crosby, TX 77532

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 20:36:38 CDT on 07/22/2026 under Subscription No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 20:36:38 CDT on 07/22/2026 under Order No. 20250153477 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 20:36:38 CDT on 07/22/2026 under Order No.20250153477 which expires on 08/17/2026, 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: (6a6105a01a46745f8b93ac9b)

ADDENDUM NO. 1

BETWEEN OWNER and CONTRACTOR AGREEMENT

The Owner-Contractor Agreement between **La Joya ISD** (Owner) and Millenium Project Solutions, Inc. (Contractor) consisting of Document A101-2017, Standard Form of Agreement Between Owner and Contractor ("Agreement") and Document A201-2017, General Conditions of the Contract for Construction ("General Conditions") for **La Joya ISD District Wide Access Control Improvements** is amended and modified as follows:

ADDENDUM
It is the intent of the parties to fully incorporate any and all provisions of this Addendum No 1 ("Addendum"). The terms of this Addendum control over any conflicting term in the Agreement or General Conditions.

ALLOWANCES

All allowances under the Agreement shall be Owner controlled and approved.

WEEKLY PROGRESS MEETINGS
Contractor's representative shall meet with Owners representative on a weekly basis following the execution of this agreement. Contractor's representative shall provide written progress reports discussing relevant portions of project.

JOB SAFETY
Contractor shall ensure that every person entering onto the Job-Site must wear and OSHA approved safety vest and hard hat as well as all other mandated OSHA approved attire.

EROSION CONTROL
Contractor must comply with any and all local, state and federal codes regarding this project as may be related to erosion control standards, as per detailed information show on Sheet C5 of the Construction Documents of this project, if applicable.

RELEASE OF LIENS
Contractor shall furnish and provide to the owner, upon substantial completion of said project, the release of liens / mechanics liens, including but not limited to verification of payment, with regard to all products, services, supplies and workmanship as specified and delineated within the construction documents. The release of Liens will be considered verification of payments.

RAIN DAYS
The owner shall participate in the computation of rain days along with the contractor, engineers, and the architect. The owner reserves the right to authorize and/or approve the final computation of rain days.

COMMUNICATION
The Contractor shall carbon copy the Owner and all its designees with any and all construction correspondence.

RE-INSPECTIONS / RE-TESTING
The owner will not pay for any re-inspection and / or re-testing of construction materials / workmanship which were not caused by the owner.

PAYMENT OF SUBCONTRACTORS / SUPPLIERS
If it is determined by the Owner that the Contractor fails or refuses to make thirty (30) days payment to its subcontractors, suppliers and/or vendors of the construction project, or is otherwise unable to meet its debts as they mature under this contract, and thereafter Contractor fails or refuses to cure such default within 48 hours (or such longer period of time as may be granted by the Owner in its sole discretion) after receipt of written notice from Owner, then Owner, without prejudice to any other rights or remedies, shall have the right to withhold payment of a disputed amount of monies due to Contractor under this contract pending corrective or curative action to the extent required by and to the satisfaction of the Owner.

PAY APPLICATIONS
Contractor Pay applications shall not be considered as "approved for payment" until such time as the Architect or Engineer has certified and approved payment and the District has issued its approval.

SUBSTANTIAL COMPLETION / FINAL COMPLETION
The Contractor shall achieve substantial completion of the entire work no later than **210 working days from permit approval.**

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the State of Texas. Venue of any dispute shall be in Hidalgo County Texas.

ARBITRATION
The parties expressly agree to delete any and all provisions regarding, in any form, or rules pertaining to Arbitration.

CLAIMS FOR CONSEQUENTIAL DAMAGES
No damages, of any nature, will be waived in any contract.

LIMITATION OF LIABILITY/WARRANTIES
The parties expressly agree that absolutely no limitation exists for any liability or warranty.

REIMBURSEABLE EXPENSES
Any form of reimbursable request shall first be requested in writing from administration. Any approved request shall only be valid if in writing and executed from LJISD.

LIQUIDATED DAMAGES
Should the Contractor neglect, fail or refuse to achieve a **Substantial Completion** of the Work within the Contract Time of 210 working days from permit approval, or as adjusted, the Contractor agrees to pay the Owner the amount of per diem of **$1,500.00,** not as a penalty but as Liquidated Damages for every day beyond the Contract Time, or as adjusted, until Substantial Completion of the Work is achieved. The Liquidated Damages amount set forth herein is agreed upon by and between the Contractor and the Owner because of the difficulty of fixing the Owner's actual damages in the event of delayed completion of the Work. The Contractor and the Owner specifically agree that said amount is a reasonable estimate of the Owner's damage in such event, and that such amount does not constitute a penalty. Liquidated Damages may be deducted from any Progress Payments, or the Final Payment due to the Contractor or

from any retainage or other monies withheld from the Contractor under the Contract Documents. The Contractor shall be liable to the Owner for any Liquidated Damages exceeding any amount of the contract price then held or retained by the Owner. Notwithstanding achievement of Substantial Completion of the Work , in the event that the Contractor shall fail or refuse, for any reason, to promptly and diligently commence performance of all correction or completion items noted upon Substantial Completion and to complete the same within a reasonable time, the Contractor shall be liable to the Owner for the per diem Liquidated Damages set forth herein from the date that such items should have been corrected or completed until the date that all such items are actually corrected or completed. In the event that the Contractor shall fail or refuse to correct or complete items of the Work noted upon Substantial Completion and the Owner elects to exercise its right to cause completion or correction of such items, the Owner's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the Owner's right to charge Contractor with the cost of completing or correcting such items of the Work. The Contractor and the Owner acknowledge and agree that the provisions of this Article are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

INDEMNIFICATION

The Contractor shall indemnify and hold the Owner and its officers, employees and successors, harmless from and against all damages, loses, and judgments, including reasonable attorney's fees and expenses to the extent they arise from the Contractor's negligent acts or omissions in the performance of its services and for patent, copyright or trademark infringement attributable to the Contractor 's services. The Owner assumes liability for and agrees to indemnify, and hold the Contractor , its consultants and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from the owners, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Owner Entity") gross negligence or willful misconduct. The Owner has no obligation to investigate the Contractor's services for inconsistencies. The provisions of this section shall extend for time periods in accordance with the laws of the State of Texas Revised 012810 Owner/Contractor Agreement.

REQUIREMENTS

It will be the vendors/contractors and Contractor's responsibility to obtain/verify all permits, licenses, easements, approvals, and authorizations to proceed with any phase of any project.

It will be the further responsibility of the Contractor to enforce and ensure that all professional licenses, as required by State law are maintained at all times. This shall include but not be limited to Plumbing, Electrical, Mechanical, test and balance, fire sprinkler, intercom etc.

Any and all contracting parties who perform any form of work for LJISD-on-LJISD property or LJISD projects shall first provide LJISD with written verification of approved bonding and insurance. The bonding or insurance used to cover any LJISD project shall be for an amount in excess of the value of the project.

TERMINATION OR SUSPENSION

Owner reserves the right to terminate services, with or without cause, upon thirty (30) day written notice.

WASTE CLAUSE

Contractor agrees to audit any project to avoid delay, excess expense, or waste of any material or machinery. District will not pay for any material or machinery not in continued use during any project. Contractor agrees to issue the District a credit upon the discovery of any such expense.

CONFLICT OF INTEREST

Contractor must certify that there are no conflicts of interest, currently or in the past, between any of their representatives or those of the District. In addition, the District expects written disclosure of any gift, gratuity, communication, or expense of any type between any representatives of the contractor and District.

EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between La Joya ISD (Owner) and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

CONTRADICTING DOCUMENTS AND CLAUSES

The Parties agree that in the event there are documents pertaining to this project and engagement which contain any language which would in any fashion compete or contradict any language contained herein to this addendum, that the terms of the addendum would in all events prevail.

By: Marcey Sorensen
Printed/Typed

Name: _____
Title: Superintendent of Schools

Date: _____

By: : Montana Morgan
Printed/Typed

Name: _____
Title: Owner

Date: 7.22.2026

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 5 - Operational Excellence and Financial Stability

Agenda Category: Action Item

Item Title: Approval of La Joya ISD Sports Complex - Baseball Field Renovations Quotation #2026-816

BACKGROUND:

La Joya ISD issued Quotation #2026-816 to obtain competitive pricing for renovations and improvements to baseball field facilities and related infrastructure at the District Sports Complex. The project includes athletic field renovations, synthetic turf installation, drainage improvements, dugout enhancements, fencing and backstop improvements, and batting cage renovations.

RATIONALE:

The proposed renovations will improve the safety, functionality, and overall condition of the District's baseball facilities while supporting student athletic programs and extending the useful life of existing infrastructure.

BUDGET:

Cost	*Funding Source*	*Vendor*
$3,320,742.00	199-81-6629-00-960-7-99-000	Fielder's Choice Austin, TX

Purchasing Mechanism	*Additional Documentation*
Region 8 Tips #26020101/Quotation #2026-816	Tabsheet; Evaluation Matrix; Agreement

RECOMMENDATION:

Administration recommends approval of the following vendor providing the best value to the district.

Initiated by: S.B. Pierson, Chief of Operations & Infrastructure

Reviewed by: S.B.Pierson, Chief of Operations & Infrastructure

BF&AS Reviewed by: Mirgitt Crespo, Chief of Business, Finance & Administrative Services

Executive Cabinet Review by: S.B.Pierson, Chief of Operations & Infrastructure

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
La Joya ISD Sports Complex - Baseball Field Renovations Quotation #2026-816
Tabsheet

1	Turnkey Pricing for Baseball Field Renovations with Highest Grade Synthetic Turf System					
		Supplier	**QTY**	**Price**	**Extended**	**Supplier Notes**	**Recommendation**
		FieldTurf USA, Inc.	1	$2,356,826.00	$2,356,826.00	This Pricing does not include the renovations at Palmview HS and Lincoln-Juarez HS Batting cages, Lime stabilization options or any of other offered alternates, please see the attached pricing proposal for alternate pricings.	
		Hellas Construction, Inc.	1	$3,034,463.00	$3,034,463.00		
		Fielder's Choice (Mascot Holdings LLC)	1	$3,320,742.00	$3,320,742.00		Recommended

2	Turnkey Pricing for Baseball Field Renovations with VE (one grade down option) Synthetic Turf System					
		Supplier	**QTY**	**Unit Price**	**Extended**	**Supplier Notes**	**Recommendation**
		FieldTurf USA, Inc.	1	$2,316,411.00	$2,316,411.00	This Pricing does not include the renovations at Palmview HS and Lincoln-Juarez HS Batting cages, Lime stabilization options or any of other offered alternates, please see the attached pricing proposal for alternate pricings.	Reject Entire Item
		Fielder's Choice (Mascot Holdings LLC)	1	$3,247,396.00	$3,247,396.00		Reject Entire Item

La Joya Independent School District
La Joya ISD Sports Complex - Baseball Field Renovations Quotation #2026-816
Evaluation Matrix

Supplier	Rank	Score	Evaluation Matrix for Facilities - Construction	Purchase Price	Reputation	Quality	Meet District's Needs	Past Relationship	HUB Impact	Total Cost of Ownership	K through 12 Construction Experience	District Community Involvement	Litigation
		100		50.00	5.00	10.00	11.00	1.00	0.00	3.00	9.00	3.00	8.00
Fielders Choice	1	82.49		35.49	5.00	10.00	11.00	1.00	0.00	3.00	9.00	0.00	8.00
FieldTurf USA, Inc.	2	82.33		50.00	4.00	4.67	4.67	1.00	0.00	1.00	9.00	0.00	8.00
Hellas Construction, Inc.	3	79.83		38.83	4.00	8.00	9.00	1.00	0.00	2.00	9.00	0.00	8.00

Evaluation Committee:
Jose Peña - Athletic Department
Roy Flores - Athletic Department
Rogelio Hernandez - Physical Plant Department

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 Twenty-sixth day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

Dr. Marcey Sorensen
Superintendent of Schools
La Joya Independent School District
200 W. Expressway 83
La Joya, Texas 78560
956-323-2000

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

Tom Worthen,
Mascot Holdings, LLC dba Fielder's Choice, Inc
7600 Joplin
Houston, Texas 77087
281-484-6400

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

La Joya ISD Sports Complex Baseball Field Renovations
201C North Stadium Dr.
La Joya, Texas 78560
La Joya Sports Complex Baseball Field Renovations including dugouts,backstop, fending and batting cages.

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

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 A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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.

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.

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

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

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 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 achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work.

[ ] By the following date:

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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

§ 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

§ 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.

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 Three Million Three Hundred and Twenty Thousand Seven Hundred Forty-Two Dollars and Zero Cents ($ 3,320,742.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

§ 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

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

Item	Price
Owner controlled contingency	300,000.00

§ 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)

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

Refer to Addendum No.1 Between Owner and Contractor attached hereto

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

Refer to Addendum No. 1 Between Owner and Contractor attached hereto

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

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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

month, or as follows:

4 total payments with the last payment being issued when closing documents for the project have been submitted

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fourteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth day of the following 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 Thirty (30) days after the Architect receives the Application for Payment.
(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 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.

§ 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;

.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.

§ 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; 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 may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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.)

N/A

§ 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

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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial 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.)

N/A

§ 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.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment 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:

Final payment will be issued when closing documents have been recieved at the office of Operations & Infrastructure

§ 5.3 Interest

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

% monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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.)

§ 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

[X] Other *(Specify)*

Refer to Addendum No.1 Between Owner and Contractor Agreement attached hereto

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing

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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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.

§ 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.)

To be determined if any

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

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)

Dr. Marcey Sorensen
Superintendent of Schools
La Joya Independent School District
200 W. Expressway 83
La Joya, Texas 78560
956-323-2000

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

Tom Worthen
Mascot Holdings, LLC dba Fielder's Choice, Inc.
7600 Joplin
Houston, Texas 77087
281-484-6400

§ 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 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.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 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.)

N/A

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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

§ 8.7 Other provisions:

Refer to any applicable provisions as noted in Addendum No.1 Between Owner & Contractor Agreement attached hereto

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 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.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.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.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.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.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.)

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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

1. Baseball Field Renovation Bid Sheet including alternate description and amount included in contract sum 6-10-2026

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Marcey Sorensen, Superintendent of Schools	BY: Tom Worthen, Principal
(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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

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 21:15:21 CDT on 07/17/2026.

Changes to original AIA text

PAGE 3

Item **Price**

Item Owner controlled contingency **Price 300,000.00**

Variable Information

PAGE 1

AGREEMENT made as of the Twenty-sixth day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

Dr. Marcey Sorensen
Superintendent of Schools
La Joya Independent School District

200 W. Expressway 83
La Joya, Texas 78560

956-323-2000

Tom Worthen,
Mascot Holdings, LLC dba Fielder's Choice, Inc

7600 Joplin
Houston, Texas 77087

281-484-6400

La Joya ISD Sports Complex Baseball Field Renovations

201C North Stadium Dr.
La Joya, Texas 78560

La Joya Sports Complex Baseball Field Renovations including dugouts,backstop, fending and batting cages.

PAGE 2

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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

[ ] The date of this Agreement.

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

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

[X] Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work.

[ ] By the following date:

PAGE 3

§ 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 Three Million Three Hundred and Twenty Thousand Seven Hundred Forty-Two Dollars and Zero Cents ($ 3,320,742.00), subject to additions and deductions as provided in the Contract Documents.

Refer to Addendum No.1 Between Owner and Contractor attached hereto

Refer to Addendum No. 1 Between Owner and Contractor attached hereto

PAGE 4

4 total payments with the last payment being issued when closing documents for the project have been submitted

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fourteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fourteenth day of the following 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 Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

5%

N/A

PAGE 5

N/A

N/A

Final payment will be issued when closing documents have been recieved at the office of Operations & Infrastructure

% monthly

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

[ ] Litigation in a court of competent jurisdiction

[X] Other *(Specify)*

Refer to Addendum No.1 Between Owner and Contractor Agreement attached hereto

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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

PAGE 6

To be determined if any

Dr. Marcey Sorensen
Superintendent of Schools
La Joya Independent School District

200 W. Expressway 83
La Joya, Texas 78560

956-323-2000

Tom Worthen
Mascot Holdings, LLC dba Fielder's Choice, Inc.

7600 Joplin
Houston, Texas 77087

281-484-6400

N/A

PAGE 7

Refer to any applicable provisions as noted in Addendum No.1 Between Owner & Contractor Agreement attached hereto

PAGE 8

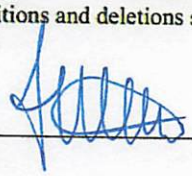
1. Baseball Field Renovation Bid Sheet including alternate description and amount included in contract sum 6-10-2026

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 21:15:21 CDT on 07/17/2026 under Subscription No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 21:15:21 CDT on 07/17/2026 under Order No. 20240068820 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)

PRESIDENT

(Title)

7/20/2026

(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 21:15:21 CDT on 07/17/2026 under Order No.20240068820 which expires on 09/26/2026, 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:
(6a39abb397654e828ab223d8)

ADDENDUM NO. 1

BETWEEN OWNER and CONTRACTOR AGREEMENT

The Owner-Contractor Agreement between **La Joya ISD** (Owner) **and Mascot Holdings, LLC dba Fielder's Choice, Inc.** (Contractor) consisting of Document A101-2017, Standard Form of Agreement Between Owner and Contractor ("Agreement") and Document A201-2017, General Conditions of the Contract for Construction ("General Conditions") for **La Joya ISD Sports Complex Baseball Field Renovations** is amended and modified as follows:

ADDENDUM

It is the intent of the parties to fully incorporate any and all provisions of this Addendum No 1 ("Addendum"). The terms of this Addendum control over any conflicting term in the Agreement or General Conditions.

ALLOWANCES

All allowances under the Agreement shall be Owner controlled and approved

WEEKLY PROGRESS MEETINGS

Contractor's representative shall meet with Owners representative on a weekly basis following the execution of this agreement. Contractor's representative shall provide written progress reports discussing relevant portions of project.

JOB SAFETY

Contractor shall ensure that every person entering onto the Job-Site must wear and OSHA approved safety vest and hard hat as well as all other mandated OSHA approved attire.

ERROSION CONTROL

Contractor must comply with any and all local, state and federal codes regarding this project as may be related to erosion control standards, as per detailed information show on Sheet C5 of the Construction Documents of this project.

RELEASE OF LIENS

Contractor shall furnish and provide to the owner, upon substantial completion of said project, the release of liens / mechanics liens, including but not limited to verification of payment, with regard to all products, services, supplies and workmanship as specified and delineated within the construction documents. The release of Liens will be considered verification of payments.

RAIN DAYS

The owner shall participate in the computation of rain days along with the contractor, engineers, and the architect. The owner reserves the right to authorize and/or approve the final computation of rain days.

COMMUNICATION
The Contractor shall carbon copy the Owner and all its designees with any and all construction correspondence.

RE-INSPECTIONS / RE-TESTING
The owner will not pay for any re-inspection and / or re-testing of construction materials / workmanship which were not caused by the owner.

PAYMENT OF SUBCONTRACTORS / SUPPLIERS
If it is determined by the Owner that the Contractor fails or refuses to make seven (7) day payment to its subcontractors, suppliers and/or vendors of the construction project, or is otherwise unable to meet its debts as they mature under this contract, and thereafter Contractor fails or refuses to cure such default within 48 hours (or such longer period of time as may be granted by the Owner in its sole discretion) after receipt of written notice from Owner, then Owner, without prejudice to any other rights or remedies, shall have the right to withhold payment of a disputed amount of monies due to Contractor under this contract pending corrective or curative action to the extent required by and to the satisfaction of the Owner.

PAY APPLICATIONS
Contractor Pay applications shall not be considered as "approved for payment" until such time as the Architect or Engineer has certified and approved payment and the District has issued its approval.

SUBSTANTIAL COMPLETION / FINAL COMPLETION
The Contractor shall achieve substantial completion of the entire work no later than **As stated on the Notice to Proceed**.

MEDIATION
Article 6 of A101-2007 and Articles 15.3 and 15.4 of A201-2007 are superseded by this Addendum.

Resolution of any dispute arising under this agreement between the Owner and Contractor shall first be attempted by submitting the dispute to non-binding mediation. The dispute shall be submitted to non-binding mediation upon the written demand of either party. The non-binding mediation shall be held in Hidalgo County, Texas at the location designated by the party demanding the mediation. The mediator shall be selected by agreement within twenty (20) calendar days from the date the demand for mediation is received by the other party. If an agreement cannot be reached on a mediator within the time period stated herein, each party shall submit the name of a mediator and the selection will be made by chance drawing. The party not making the demand for mediation shall make the blind draw from the names submitted. Thereafter, the mediation shall be held at the selected designation within thirty (30) calendar days. The party demanding the mediation shall be responsible for payment of the mediator's fee and associated costs. Mediation of any dispute shall be a condition precedent to filing a lawsuit, except that nothing herein shall preclude a party from seeking a mandatory or prohibitive injunction, or equitable relief from any court of competent jurisdiction to enforce or maintain the status quo pending mediation of any dispute.

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the State of Texas. Venue of any dispute shall be in Hidalgo County Texas.

ARBITRATION

The parties expressly agree to delete any and all provisions regarding, in any form, or rules pertaining to Arbitration.

CLAIMS FOR CONSEQUENTIAL DAMAGES

No damages, of any nature, will be waived in any contract.

LIMITATION OF LIABILITY/WARRANTIES

The parties expressly agree that absolutely no limitation exists for any liability or warranty.

REIMBURSEABLE EXPENSES

Any form of reimbursable request shall first be requested in writing from administration. Any approved request shall only be valid if in writing and executed from LJISD.

LIQUIDATED DAMAGES – TIER ONE

Should the Contractor neglect, fail or refuse to achieve a **Substantial Completion** of the Work within the Contract Time, as adjusted, the Contractor agrees to pay the Owner the amount of per diem of **$500.00,** not as a penalty but as Liquidated Damages for every day beyond the Contract Time, as adjusted, until Substantial Completion of the Work is achieved. The Liquidated Damages amount set forth herein is agreed upon by and between the Contractor and the Owner because of the difficulty of fixing the Owner's actual damages in the event of delayed completion of the Work. The Contractor and the Owner specifically agree that said amount is a reasonable estimate of the Owner's damage in such event, and that such amount does not constitute a penalty. Liquidated Damages may be deducted from any Progress Payments, or the Final Payment due to the Contractor or from any retainage or other monies withheld from the Contractor under the Contract Documents. The Contractor shall be liable to the Owner for any Liquidated Damages exceeding any amount of the contract price then held or retained by the Owner. Notwithstanding achievement of Substantial Completion of the Work , in the event that the Contractor shall fail or refuse, for any reason, to promptly and diligently commence performance of all correction or completion items noted upon Substantial Completion and to complete the same within a reasonable time, the Contractor shall be liable to the Owner for the per diem Liquidated Damages set forth herein from the date that such items should have been corrected or completed until the date that all such items are actually corrected or completed. In the event that the Contractor shall fail or refuse to correct or complete items of the Work noted upon Substantial Completion and the Owner elects to exercise its right to cause completion or correction of such items, the Owner's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the Owner's right to charge Contractor with the cost of completing or correcting such items of the Work. The Contractor and the Owner acknowledge and agree that the provisions of this Article are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

LIQUIDATED DAMAGES – TIER TWO

After achieving Substantial Completion, the Contractor shall have thirty (30) days to achieve **final completion** / punch list completion including the issuance of closing documents. Should the Contractor neglect, fail or refuse to achieve a Final Completion (i.e. punch list) of the Work within the thirty day period, the Contractor agrees to pay the Owner the amount of per diem of $500.00, not as a penalty but as Liquidated Damages for every day beyond the Contract Time, as adjusted, until Final Completion of the Work is achieved. The Liquidated Damages amount set forth herein is agreed upon by and between the Contractor and the Owner because of the difficulty of fixing the Owner's actual damages in the event of delayed completion of the Work. The Contractor and the Owner specifically agree that said amount is a reasonable estimate of the Owner's damage in such event, and that such amount does not constitute a penalty. Liquidated Damages may be deducted from the Final Payment due to the Contractor or from any retainage or other monies withheld from the Contractor under the Contract Documents. The Contractor shall be liable to the Owner for any Liquidated Damages exceeding any amount of the contract price then held or retained by the Owner. Notwithstanding achievement of Substantial Completion of the Work , in the event that the Contractor shall fail or refuse, for any reason, to promptly and diligently commence performance of all correction or completion items noted upon Substantial Completion and to complete the same within a reasonable time, the Contractor shall be liable to the Owner for the per diem Liquidated Damages set forth herein from the date that such items should have been corrected or completed until the date that all such items are actually corrected or completed. In the event that the Contractor shall fail or refuse to correct or complete items of the Work noted upon Substantial Completion and the Owner elects to exercise its right to cause completion or correction of such items, the Owner's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the Owner's right to charge Contractor with the cost of completing or correcting such items of the Work. The Contractor and the Owner acknowledge and agree that the provisions of this Article are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

INDEMNIFICATION

The Contractor shall indemnify and hold the Owner and its officers, employees and successors, harmless from and against all damages, loses, and judgments, including reasonable attorney's fees and expenses to the extent they arise from the Contractor's negligent acts or omissions in the performance of its services and for patent, copyright or trademark infringement attributable to the Contractor 's services. The Owner assumes liability for and agrees to indemnify, and hold the Contractor , its consultants and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from the owners, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Owner Entity") gross negligence or willful misconduct. The Owner has no obligation to investigate the Contractor's services for inconsistencies. The provisions of this section shall extend for time periods in accordance with the laws of the State of Texas Revised 012810 Owner/Contractor Agreement.

REQUIREMENTS

It will be the vendors/contractors and Contractor's responsibility to obtain/verify all permits, licenses, easements, approvals, and authorizations to proceed with any phase of any project.

It will be the further responsibility of the Contractor to enforce and ensure that all professional licenses, as required by State law are maintained at all times. This shall include but not be limited to Plumbing, Electrical, Mechanical, test and balance, fire sprinkler, intercom etc.

Any and all contracting parties who perform any form of work for LJISD on LJISD property or LJISD projects shall first provide LJISD with written verification of approved bonding and insurance. The bonding or insurance used to cover any LJISD project shall be for an amount in excess of the value of the project.

TERMINATION OR SUSPENSION

Owner reserves the right to terminate services, with or without cause, upon thirty (30) day written notice.

WASTE CLAUSE

Contractor agrees to audit any project to avoid delay, excess expense, or waste of any material or machinery. District will not pay for any material or machinery not in continued use during any project. Contractor agrees to issue the District a credit upon the discovery of any such expense.

CONFLICT OF INTEREST

Contractor must certify that there are no conflicts of interest, currently or in the past, between any of their representatives or those of the District. In addition, the District expects written disclosure of any gift, gratuity, communication, or expense of any type between any representatives of the contractor and District.

EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between La Joya ISD (Owner) and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

CONTRADICTING DOCUMENTS AND CLAUSES

The Parties agree that in the event there are documents pertaining to this project and engagement which contain any language which would in any fashion compete or contradict any language contained herein to this addendum, that the terms of the addendum would in all events prevail.

By: Marcey Sorensen
Printed/Typed

Name: _____
Title: Superintendent of Schools

Date: _____

By: : Tom Worthen
Printed/Typed

Name: _____
Title: Fielder's Choice -Principal

Date: 7/20/26

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

Strategic Priority: Priority 1 - Excellence in Leadership

Agenda Category: Action Item

Item Title: Consider and Take Possible Action Concerning Level Three Employee Grievance Appeals

---

BACKGROUND:

The School Board will discuss, consider, and take possible action regarding the Level III employee grievance appeals, including deliberation of the matters presented and any action deemed appropriate in accordance with District policy and applicable law.

RATIONALE:

The Board must consider the hearing findings.

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		N/A

RECOMMENDATION:

Administration recommends to Consider and Take Possible Action Concerning Level Three Employee Grievance Appeals.

Initiated by:
Patrick Smith, Deputy Chief of Human Capital & Talent Development

Reviewed by:
Dr. Derek Little, Deputy Superintendent

BF&AS Reviewed by:
N/A

Executive Cabinet Review by:
Dr. Derek Little, Deputy Superintendent

Approved for Submission to the Board of Education:
Dr. Marcey Sorensen
Superintendent of Schools

La Joya Independent School District
Board Agenda Item Submission

Board of Education Meeting: July 29, 2026

District Priority: Priority 1 - Excellence in Leadership

Agenda Category: Action Item

Item Title: Consider and Take Possible Action to Delegate Authority to Hear Employee Grievances to Board Committee

---

BACKGROUND:

Texas Education Code § 26A(d) permits the Board to delegate its authority to hear and decide a grievance to a committee of at least three Board members.

RATIONALE:

Delegation of authority to hear Level Three grievance appeals will provide for a more efficient grievance process and allow greater flexibility for both grievants and Board members in hearing and resolving Level Three grievance appeals.

BUDGET:

Cost	*Funding Source*	*Vendor*
N/A	N/A	N/A
Purchasing Mechanism		***Additional Documentation***
N/A		Agreement Attached

RECOMMENDATION:

Administration recommends that the Board Delegate Authority to Hear Employee Grievances to Board Committee.

Initiated by: Dr. Derek Little, Deputy Superintendent

Reviewed by: Dr. Derek Little, Deputy Superintendent

BF&AS Reviewed by: N/A

Executive Cabinet Review by: Dr. Marcey Sorensen, Superintendent

Approved for Submission to the Board of Education:

Dr. Marcey Sorensen
Superintendent of Schools