

# Public Notice of Regular Meeting

## The Board of Trustees Copperas Cove Independent School District

A Regular Meeting of the Board of Trustees of Copperas Cove Independent School District will be held Tuesday, February 24, 2026, beginning at 6:00 PM in the CCISD Board Room, 408 S. Main St., Copperas Cove, TX 76522.

If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, in accordance with applicable law, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. [See BEC(LEGAL)]

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

1. Call to Order
2. Pledges will be performed by the students of CCJHS
3. Invocation
4. Citizen Comments on Agenda Items
5. Good Things
  - A) Student
    1. CCHS, CCJHS, SC Lee JHS Band Students — All Region Qualifiers
    2. CCHS Cheer Team — Advancing to the Finals in UIL Class 6A Division II State Cheer Championships
  - B)
  - C) Staff
    3. Purple Star Designated Campuses
    4. Presentation of Donation by Altrusa International
  - D)
6. Consent Agenda
  - A) Board of Trustees Meeting Minutes:  
Workshop Meeting - January 12, 2026  
Special Called Meeting - January 20, 2026
  - B) Approve the MOU's for Dual Credit Providers for the 2026-2027 School Year

- C) Approve New CTE Course Additions for the 2026-2027 School Year
  - D) Approve the Proposed Copperas Cove ISD 2026/2027 District Calendar
  - E) Approve the Recommended Library Book Purchases
  - F) Vote on Approving the SB 11 Resolution
  - G) Approve the Owner-Construction Manager Agreement between the District and Berry and Clay, Inc. for the District's 2025 Bond Projects
  - H) Approve the Appointment of Investment Officer for CCISD
  - I) Budget Amendment(s)
    - 1. Budget Amendment to the 2025-2026 Fiscal Year Fund 199 Operating Budget
  - J) Items Exceeding \$50,000
    - 1. Renewal of Microsoft Licenses and Support — \$67,887.96 from Budgeted Funds
7. Action Items
- A) Consider and Take Action to Approve the CCISD HB 2 Strategic Staffing Certification Plan for Waiver
  - B) Consider and Take Action on the Inclement Weather Resolution
  - C) Consider and Take Action on an Out of State Trip to the 2026 Spring NAFIS Conference — March 15-17, 2026 - Washington, DC for Board Members and Superintendent of Schools
8. Closed Meeting:
- If, during the course of the meeting, the Board determines that a closed session is required, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Tex. Government Code, including but not limited to:
- 551.071**, Consultation with Attorney
  - 551.072**, Real Property
  - 551.074**, Personnel Matters
  - 551.075**, Conference with Employees
  - 551.076**, Security Devices
  - 551.082**, School Children/District Employees/Disciplinary Matter or Complaint
  - 551.083** Considering the standards, guidelines, terms, or conditions the Board will follow or will instruct its representatives to follow, in consultation with representatives of employee groups
  - 551.084**, Investigation
- A) **551.075, Conference with Employees**
    - 5. **Team of Eight Evaluation**
  - B)
  - C) **551.074, Personnel Matters**
    - 6. **Level III Grievance**
  - D)
9. Reconvene Meeting
10. Consider and Take Action on Employee Grievance
11. Consider and Take Action to Approve the Superintendent Evaluation and Statement of Appreciation from Board President on Team of 8 Evaluation
12. Adjournment

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:  
February 17, 2026

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For the Board of Trustees



# Board of Trustees

Date of Meeting

Item Type

Item Name	Student Recognition
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District Goal	Communications/Community Partnerships: Promote positive undertakings in CCISD that demonstrate effective learning, highlight district successes, and share student college and career readiness.
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Summary (Purpose/ Objective)	<p>1) Recognition of Copperas Cove High School, Copperas Cove Junior High and SC Lee Junior High band students for being named All-Region Qualifiers.</p> <p>2) Recognition of Copperas Cove High School Cheer Team for advancing to the finals in the UIL Class 6A Division II State Cheer Championships.</p>
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Fiscal Impact	N/A
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Administrative Recommendation	N/A
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Attachments	N/A
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Contact Person	<input type="text" value="Kurtis Quillin, Director of Communications and Public Information"/>	E-Mail Address	<input type="text" value="quillink@ccisd.com"/>
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# Board of Trustees

Date of Meeting

Item Type

Item Name

Staff Recognition

District Goal

Communications/Community Partnerships: Promote positive undertakings in CCISD that demonstrate effective learning, highlight district successes, and share student college and career readiness.

Summary  
(Purpose/  
Objective)

- 1) Present banners to Purple Star Designated Campuses.
- 2) Presentation of donation by Altrusa International.

Fiscal Impact

N/A

Administrative  
Recommendation

N/A

Attachments

N/A

Contact Person

E-Mail Address



# Board of Trustees

Date of Meeting

Item Type

Item Name

Consider and Take Action to Approve Board of Trustees Meeting Minutes

District Goal

Community Partnerships: Create community involvement opportunities that foster further academic success, personal excellence, and responsible citizenship.

Summary  
(Purpose/  
Objective)

The minutes for the Board of Trustees meeting(s) held on:

January 12, 2026

January 20, 2026

Due to weather the January 26, 2026 meeting was rescheduled to February 3, 2026

Will be brought before the Board for approval

Fiscal Impact

None

Administrative  
Recommendation

The administration recommends the minutes to be approved, or the minutes to be corrected and then approved, and then be filed

Attachments

Workshop Meeting - January 12, 2026

Special Called Meeting - January 20, 2026

Contact Person

E-Mail Address

# Minutes of Workshop Meeting & Public Hearing TAPR

## The Board of Trustees Copperas Cove Independent School District

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A Workshop Meeting & Public Hearing TAPR of the Board of Trustees of Copperas Cove Independent School District was held Monday, January 12, 2026, beginning at 6:00 PM in the CCISD Board Room, 408 S. Main St., Copperas Cove, TX 76522.

Members Present: Joan Manning, John Gallen, Heather Copeland,  
Samantha Wilson, Jeff Gorres, Sherry Hoffpauir, Tim Traeger

Members Absent:

Staff Present: Dr. Brent Hawkins, Amanda Crawley, Dr. Jimmy Shuck,  
Monica Hall, Clifton Heath, Kip Robins, and Kurtis Quillin

Others Present: Ethan Housewright - KDH  
Lynette Sowell - CCLP

### 1. Call to Order

**President Joan Manning called the meeting to order at 6:03 PM**

### 2. Mission Statement:

The mission of Copperas Cove ISD is to provide exceptional opportunities for each student through exemplary instruction, which inspires academic success, personal excellence, and responsible citizenship.

### 3. Public Hearing — TAPR (Texas Academic Performance Report)

**Presented by Deputy Superintendent, Amanda Crawley**

### 4. Citizen Comments

**Richard Lewis**

### 5. Good Things

- A) Student - Copperas Cove High School Students who Graduated with Degrees and Certifications from Central Texas College, through CCISD Dual Credit and Early College Program
- B) Staff - City of Copperas Cove Commemorating National School Board Recognition Month
- C) Board of Trustees Recognition

### 6. Information Items

#### A) Principal Report

- 1. Mae Stevens Early Learning Academy
- 2. Martin Walker Elementary
- 3. J.L. Williams/Lovett Ledger Elementary
- 4. House Creek Elementary
- 5. Hettie Halstead Elementary
- 6. Fairview/Miss Jewell Elementary
- 7. C.R. Clements/Hollie Parsons Elementary
- 8. SC Lee Junior High School
- 9. Copperas Cove Junior High School
- 10. Crossroads High School
- 11. Copperas Cove High School

- B) Instructional Services
  - 12. Special Needs
  - 13. Counseling and Student Support
  - 14. Digital Learning & Innovation
- C) Operations & Support
  - 15. Health / Nursing
  - 16. Child Nutrition
  - 17. Safety & Security
  - 18. Transportation
  - 19. Maintenance & Facilities
- D) Specialized Programs and Activities
  - 20. Athletics
  - 21. CTE
  - 22. Fine Arts
- E) Finance
  - 23. Tax Report | Analysis of Delinquent Taxes & Services
  - 24. Monthly | Quarterly Financial Report
  - 25. Financial Statements & Payment of Bills
  - 26. Budget Amendment(s)
- F) Human Resources
  - 27. New Hires 2025 - 2026 School Year
  - 28. Resignations
  - 29. Personnel Vacancies
  - 30. Support Personnel Vacancies
- G) Technology
- H) Board Activity Calendar
  - 31. January 2026
  - 32. February 2026
- 7. Administrative Reports
  - A) Review Plan of Finance for the First Installment of Bond 2025 — SAMCO Capital — Mr. Douglas Whitt
  - B) Presentation on Benefits of Public-Private Early Childhood Partnerships
  - C) Construction Update
  - D) PEIMS Audit Results
- 8. Consent Agenda
  - A) Board of Trustees Meeting Minutes:
    - SB Workshop/Board Training — December 2, 2025
    - SB Workshop/Special Called Meeting — December 8, 2025
    - SB Regular Meeting — December 15, 2025
  - B) Items Exceeding \$50,000
    - 1. Consider and Discuss the Purchase of the UTeach Self-Paced Blended Learning Course for Teachers and Coaches (Government Entity - Budgeted Funds - \$60,000.00)
    - 2. Consider and Discuss Approving the Resurfacing of the Track
    - 3. Purchase of Kubota Mini-Excavator (BuyBoard GM #706-23 - \$62,138.20 from Budgeted Funds)
    - 4. Single-Ply Roof System at Clements/Parsons ES (\$789,975.00 from Fund Balance)

5. Replace Flush Mounted Concentric Diffusers at Williams/Ledger ES (\$80,873.80 from Fund Balance)

- C) Consider and Discuss to Select Schneider Electric to Perform an Investment Grade Audit, Procured via TIPS Co-OP Contract #220104
- D) Consider and Discuss to Approve the Quarterly Investment Report and Policy
- E) Out Of State Trip(s):  
Southwest Conference Teacher of the Year (SWCOLT) 2026 - February 19-21, 2026 - Broomfield, CO

9. Action Items

- A) Consider and Discuss the Annual Audit Report for the 2023-2024 Fiscal Year Ending 8/31/2025
  - B) Consider and Discuss Approving the Early Childhood Education Partnership Agreement
  - C) Consider and discuss approving the contract between Copperas Cove ISD and The Stepping Stones Group for a Speech Language Pathologist (TIPS #230703 - \$66,248.00 from budgeted funds)
  - D) Consider and Discuss the Approval of Recommended Library Book Purchases
10. Closed Meeting:  
11. Reconvene Meeting  
12. Adjournment

**Board President Joan Manning declared the meeting adjourned at 8:59 PM**

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Joan Manning, Board President

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Heather Copeland, Board Secretary

# Minutes of Special Called Meeting

## The Board of Trustees

### Copperas Cove Independent School District

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A Special Called Meeting of the Board of Trustees of Copperas Cove Independent School District was held Tuesday, January 20, 2026, beginning at 6:00 PM in the CCISD Board Room, 408 S. Main St., Copperas Cove, TX 76522.

Members Present: Joan Manning, John Gallen, Heather Copeland, Jeff Gorres, Sherry Hoffpauir, Tim Traeger, & Samantha Wilson

Members Absent:

Staff Present: Dr. Brent Hawkins, Amanda Crawley, Dr. Jimmy Shuck, Monica Hall, Clifton Heath, Kip Robins, & Kurtis Quillin

1. Call to Order

**Board President Joan Manning called the special called meeting to order at 6:00 PM**

2. Mission Statement:

The mission of Copperas Cove ISD is to provide exceptional opportunities for each student through exemplary instruction, which inspires academic success, personal excellence, and responsible citizenship.

3. Citizen Comments

**No comments**

4. RFP2526-02 Presentation

**Barry&Clay Construction**

5. Action Items

- A) Deliberation and Possible Action to Select Construction Delivery/Procurement Method for the 2025 Bond Projects
- B) Deliberation and Possible Action to Determine the Prevailing Wage for the 2025 Bond Projects
- C) Deliberation and Possible Action to Delegate Authority to Superintendent of Schools regarding 2025 Bond Projects
- D) Consideration to Amend Board Policy FDA(LOCAL) Admissions Inter-District Transfers  
***A motion was made by John Gallen to adopt and approve the resolution selection Construction Manager-at-Rish as the delivery method for the 2025 Bond Projects, adopt and approve the resolution determining the prevailing wage rate for the 2025 Bond Projects and to adopt and approve the resolution delegating authority to the Superintendent of Schools to work with the District's legal counsel regarding all matters related to the 2025 Bond Projects***

***Timothy Traeger seconded the motion.***

***All members present voted by saying Aye***

***Voting Detail:***

***Sherry Hoffpauir – Aye***

***John Gallen – Aye***

***Samantha Wilson – Aye***

***Joan Manning – Aye***

***Timothy Traeger – Aye***

**Heather Copeland – Aye**

**Jeff Gorres – Aye**

**Voting Summary Aye-7 Nay-0 Motion Carries**

6. Closed Session:

**The meeting was adjourned into close session at 6:38 PM**

A) Texas Government Code:

551.071 - Consultation with District Legal Council Regarding Construction Procurement Issues

551.074 - Personnel Matters

1. Superintendent's Evaluation and Contract

7. Reconvene Meeting

**The meeting reconvened at 7:43 PM**

8. Consider and Discuss Approving the Superintendent's Employment Contract with Dr. Brent E. Hawkins for a Term and Compensation as Outlined in the Approved Contract

**A motion was made by Sherry Hoffpauir to extend the Superintendent's**

**Employment**

**Contract with Dr. Brent E Hawkns to 2031 under the terms discussed in closed session**

**Timothy Traeger seconded the motion**

***All members present voted by saying Aye***

***Voting Detail:***

***Sherry Hoffpauir – Aye***

***John Gallen – Aye***

***Samantha Wilson – Aye***

***Joan Manning – Aye***

***Timothy Traeger – Aye***

***Heather Copeland – Aye***

***Jeff Gorres – Aye***

***Voting Summary Aye-7 Nay-0 Motion Carries***

9. Adjournment

**Board President Joan Manning adjoured the meeting at 7:46 PM**

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**Joan Manning, Board President**

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**Hether Copeland, Board Secretary**



# Board of Trustees

Date of Meeting February 23, 2026

Item Type Action

Item Name

Consider and Take Action on MOU's for Dual Credit Providers for the 2026-2027 School Year

District Goal

Teaching and Learning: Actively engage both teachers and students in comprehensive and consistent educational experiences that foster meaningful learning.

Summary  
(Purpose/  
Objective)

CCISD is requesting to partner with multiple Dual Credit providers for affordable Dual Credit programs for Texas High School students who seek to challenge themselves and accelerate their college preparation.

Fiscal Impact

None

Administrative  
Recommendation

Administration recommends the approval of Dual Credit providers for the 2026-2027 school year.

Attachments

Dual Credit MOU's

Contact Person

Amanda Crawley, Deputy Superintendent of Instructional Svcs.

E-Mail Address

crawleya@ccisd.com

# Coastal Bend College Dual Credit Program

## Memorandum of Understanding (2026-2027 Academic Year)

**COASTAL BEND COLLEGE** (herein called the “College”) and **COPPERAS COVE INDEPENDENT SCHOOL DISTRICT** (herein called the “School District”), individually, the “Party”, and collectively, the “Parties”, enter into the following Memorandum of Understanding (MOU), and for the terms of which WITNESS THE FOLLOWING:

### TERM

This MOU shall be in effect from August 13, 2026, to August 17, 2027, and posted during this term on the College’s and School District’s respective internet websites.

### MOU PURPOSE

The purpose of this MOU is to outline the roles and responsibilities of the College and the school districts that participate in the Dual Credit Programs. This MOU supersedes all other existing dual credit MOUs. This MOU is the agreement that encompasses all programs and initiatives under the Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB). An additional MOU is required by the Texas Education Agency for Early College High Schools, T-STEM and P-TECH schools.

### CONFLICT RESOLUTION

The Parties agree to a mutual understanding to resolve issues that may arise in the course of this partnership. In the event a conflict or disagreement should arise in the interpretation or implementation of the obligation, terms, and responsibilities of the Parties to this agreement, each Party shall designate administrative liaisons for purpose of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and central administrative level. In order to be collaborative, the College must be able to communicate with administrators on campuses in which dual credit students/programs are present. If resolution is not found through those levels, a request may be made that the matter be handled through the Parties’ respective legal counsel.

### OVERVIEW

The College is committed to serving the students and communities of Rural South Texas through collaborative work with our school district partners. A major initiative promoting a college-going and college graduation culture is the **Coastal Bend College Dual Credit Program**, which complies with the rules set forth by the State of Texas (TAC Title:19 Chapter 4, Subchapter D, Rule § 4.84) for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students; therefore,

TAC §4.84 and §9.144, require that any dual credit partnership between a secondary school and a public college include a written agreement approved by the governing boards or designated authorities of both institutions which must be posted each year to their respective websites. All dual credit agreements must address the following elements:

- (1) Alignment with statewide goals
- (2) Course Eligibility
- (3) Student Eligibility
- (4) Class Location, Facilities, and Student Composition
- (5) Faculty Selection, Supervision, and Evaluation
- (6) Academic Policies
- (7) Student Support Services
- (8) Course Sequence and Equivalency Crosswalk
- (9) Transcription of Credit
- (10) Funding and costs

## **DUAL CREDIT DEFINED**

The Texas Higher Education Coordinating Board (THECB) defines dual credit as a system in which an eligible high school student successfully completes a college course(s) that is paired to a high school course required for graduation and receives credit for the course on both the college and the high school transcripts; Texas Education Code (TEC) §28.009, Texas Administrative Code (TAC), Title 19, Chapter 9, Subchapter A, Rule § 9.1 . Dual credit courses may be taught on the high school campus by an approved instructor, on the college campus, or in a virtual environment.

## **ALIGNMENT WITH STATEWIDE GOALS**

House Bill 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2), requires the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education (IHEs) and independent school districts (ISDs) on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and the development of an effective bridge between secondary and postsecondary education.

All dual credit programs are required to establish an Institutional Agreement, Per the TAC, Title 19, Chapter 4, Subchapter D, to include a memorandum of understanding (MOU), between the IHE and ISD that details the terms of the partnership. HB 1638 requires that on or after September 1, 2018, any new, revised, or renewed dual credit MOU or articulation agreement must include the following:

**Goal 1:** The School District and College will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies. Implementation:

Documentation summarizing collaboration and outreach efforts of the School District and College will be readily available and posted, such as to host informational sessions for students and parents on dual credit opportunities, benefits, and cost. The School District and College dual credit webpages will reflect the most current dual credit program information including enrollment and fee policies. The College will host dual credit 101 sessions for high school counselors.

**Goal 2:** Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education, by analysis of measures in enrollment in and persistence through postsecondary education, disaggregated by student sub-population. Student enrollment in postsecondary after high school, time to degree completion and semester credit hours to degree are examples of items included in that analysis.

**Goal 3:** All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion by analysis of measures in enrollment and degree completion, disaggregated by student sub-population. Student enrollment in postsecondary after high school and time to degree completion, decrease in excess number of semester hours beyond required hours to degree completion are examples of items included in that analysis.

**Goal 4:** The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses. Analysis of performance in subsequent course work will be the metric used to achieve this goal.

**COURSE ELIGIBILITY**

**A college course offered for dual credit must be: Paired to a high school course required for graduation; in the core curriculum of Coastal Bend College; or a career and technical education course; or a foreign language course, per TAC Title 19, Chapter 4, Subchapter D, 4.85.**

Academic courses offered by the College for dual credit are developed based on the guidelines published in the Academic Course Guide Manual. Workforce courses are developed based on the guidelines published in the Workforce Education Course Manual. The College does not offer remedial, kinesiology, or developmental courses for dual credit. **Courses offered for dual credit by public institutions of higher education must be contained in the core curriculum of the institution providing the credit, career and technical education courses, or foreign language courses (TAC §4.85). Dual credit courses that are completed as part of an approved early college education program under TEC 29.908 or as part of an early college program defined in TAC §4.83, must be identified as college-level academic courses in the current edition of the THECB’s Lower Division Academic Course Guide Manual (ACGM), as college-level technical education courses in the current edition of the board’s Workforce Education Course Manual (WECM), or in a university’s approved undergraduate core courses.** Public colleges may not offer remedial or developmental courses for dual credit.

<b>Types of Dual Credit Courses</b>	
<b>Core Academic Courses</b>	Core academic courses are general education courses required for any student who plans to pursue a traditional associate or baccalaureate degree in Texas. Dual Credit core academic credits earned at public institutions of higher education are transferable to Texas public colleges and universities and may be applicable to a student’s Associate of Arts (AA) or Associate of Science (AS), and baccalaureate degrees.
<b>Career &amp; Technical Education Courses</b>	Career and technical education courses award credit that applies toward a certificate and/or Associate of Applied Science (AAS) degree program and are intended to prepare students for immediate employment in a specific

	<p>occupation. Students who successfully complete these courses will graduate high school with career and technical knowledge and skills and potentially an industry certification approving them for employment in their career of choice. In limited circumstances, some of these courses will also transfer toward four year degrees. These courses must meet TSI requirements unless the courses lead to a Level 1 certificate</p>
<p style="text-align: center;"><b>Foreign Language</b></p>	<p>Foreign language course credits earned at public institutions of higher education are transferable to Texas public colleges and universities and may be applicable to a student's Associate of Arts (AA) or Associate of Science (AS), and baccalaureate degrees.</p>

**STUDENT ELIGIBILITY AND COURSE LOAD**

**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 Webpage***. An electronic copy of this information may be accessed on the Dual Credit Programs webpage.

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 Policy (FB Local). The School District will work with the College to make certain that all dual credit students are enrolled by the first day of class to help ensure student success and will 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.

High school students are eligible to participate in the Dual Credit Programs upon demonstrating college readiness by meeting the Texas Success Initiative (TSI) Assessment minimum passing scores established by the THECB and or exemption and the College dual credit course pre-requisites as published in the College's testing webpage prior to enrollment in a dual credit course. An electronic copy of this information may be accessed on the Dual Credit Programs webpage.

Dual credit students must comply with the College's Academic Progress Standards as outlined in the College's Catalog and Student Handbook. Federal Financial Aid SAP requirements measure all students' GPA and progression regardless of whether or not they receive aid and these requirements are applicable to dual credit students who are still in high school.

**Course Load**

It is recommended that dual credit students not enroll in college-level courses until the Spring semester of their 9<sup>th</sup> grade, and then be limited to no more than two (2) dual credit courses for that semester from an

approved list of recommended courses. Exceptions to the 9<sup>th</sup> grade course load allowance may be granted to Early College High Schools taking bridge program classes during the summer prior to their 9<sup>th</sup> grade year in high school. All 10<sup>th</sup> grade students should be limited to only two (2) dual credit courses per Fall and Spring semester. All 11<sup>th</sup> and 12<sup>th</sup> grade students should 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 who declare a major leading to Career Technical Education (CTE) certificate or Associate degree, may also enroll in academic dual credit courses, limited to English 1301, Mathematics/Natural Science Electives, Humanities Electives, Social and Behavioral Electives, and other Associate of Applied Science (AAS) Electives needed to complete their Certificate and/or AAS degree, while not exceeding the limitation on dual credit courses per semester described below.

Students may attempt a maximum of 65 credit hours, with the exception of students pursuing the Associate of Applied Science in Dental Hygiene. The Dual Credit Programs is subject to all applicable College policies and procedures.

## **CLASS LOCATION, FACILITIES, AND STUDENT COMPOSITION**

### **Teaching Environment**

Per TAC Title 19, Chapter 4, Subchapter D, Rule § 4.85(c) (Location of Class), dual credit courses taught on the high school campus and for those courses taught electronically, the College *shall* comply with applicable rules and procedures for offering courses at a distance in Subchapters P and Q of this chapter (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self-Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the THECB's adopted Principles of Good Practices for Courses offered Electronically.

The School District will ensure that the classroom environment is conducive to college- level learning by:

- Designating a classroom for the dual credit classes;
- Displaying the signs provided by the College outside of the classroom that indicate “College Course is in Session”;
- Assuring no interruptions take place in the College dual credit class while in session, such as removing students for high school activities, or making announcements except for official business or emergencies. Interruptions for official announcements must be minimized; and
- Accepting the faculty member's attendance requirements as stated in the course syllabus and as supported by Board Policy (FC Local).

### **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 shall permit access to the College's electronic learning resources when the course is taught at the School District; and

- School District offering science and CTE courses shall meet the laboratory safety standards and have material/equipment required for College courses available in all labs in which classes are being taught to comply with the College science and CTE program requirements.

### **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 creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- #1. 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.
- #2. The high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- #3. 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.

## **FACULTY SELECTION, SUPERVISION, AND EVALUATION**

### **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). The selected instructor must meet the same standards (including minimal requirements of the SACSCOC) and approval procedures used by the College to select faculty responsible for teaching the same courses at the main campus of the College Per TAC Title 19, Chapter 4, Subchapter D, Rule § 4.85(e). Each approved Dual Credit Faculty will be supervised by the College’s respective Dean or designee and be evaluated and monitored to ensure 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), attached hereto as Attachment A, and hereby incorporated by reference.

The School District will collaborate with the College to ensure that the School District instructor applying to teach in the Dual Credit Programs meets the credential requirements as stated in the SACSCOC Faculty Credential Guidelines and Standards, which includes the criteria used by the College to determine teaching eligibility.

The College will ensure that College Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks in accordance with the School District’s applicable policies and state law, including Texas Education Code Section 22.0834.

School District Faculty must be approved as Dual Credit Faculty through the college’s credentialing process and cleared by the College’s Office of Human Resources to teach any dual credit courses.

**Dual Credit Faculty will submit all required reporting documents such as rosters, Student Learning Outcome results (both PSLOs and SLOs), syllabi/section outlines, and grades by the deadlines set by the College.**

College and Dual Credit Faculty teaching dual credit courses must check their class rosters during the first week of classes by accessing Self-Service through Cougar Den to make sure that all students attending the class are enrolled in the dual credit course. Refer students not on the roster to the appropriate School District counselor and the Dual Credit Department. Any student not listed on the roster by the **Census Day** will not be enrolled in the dual credit course. On census day a list of all students that are on the official roster but have never attended class must be provided to the instructor's division coordinator.

New Dual Credit Faculty approved for the upcoming Academic Year must satisfactorily complete trainings provided by the College's Human Resources Department and Information Technology Department during the summer prior to, or the Fall semester of, their first academic year. Dual Credit Faculty not completing these trainings will not be allowed to continue teaching the following academic year. This professional development focuses on relevant College policies and procedures, resources, faculty responsibilities, and maintaining a college environment in the classroom.

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.

The division coordinators will provide the meeting schedule to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate his/her teaching responsibilities at the high school in order to attend required department meetings.

College Faculty and Dual Credit Faculty teaching college-level courses are expected to reach out to students who need academic assistance and direct them to the appropriate College or School District support services.

The School District will forward any concerns regarding Dual Credit Faculty or College Faculty teaching the college-level course to the College Department Coordinator for investigation. To resolve the concerns, a meeting shall take place between the College Department Coordinator (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.

The faculty assigned to teach a dual credit course is charged with the duties and responsibilities of the instructor of record. In cases where the course is a Distance Learning course taught at the partner school, the instructor of record, not an assistant, is the one responsible for delivery of instruction and evaluation of student progress. Online students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school.

Even though some Dual Credit Faculty members are full-time employees of the School District wherein they teach the college course(s), they are expected to follow all the College's policies as applicable during the instructional time designated for dual credit courses. The College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the College Per Rule § 4.85(e)(2).. They must fulfill their responsibilities as Dual Credit Faculty while acting in accordance with the expectations, policies, and responsibilities required by their School District and Principal.

### **ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES**

Regular 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 the College's Cougar Den for all dual credit students. The College shall ensure

that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation Per Rule § 4.85(f) (Course Curriculum, Instruction and Grading)..

### **College-Level Course Work**

The rigor of college-level course work can often require additional time outside of class for students to meet course learning objectives and outcomes; therefore, Dual Credit Faculty should not be coerced to decrease the amount of out-of-class work assigned to students. At no time will the rigor of the course be reduced or compromised.

### **Contact Hours Pertaining to Dual Credit Students**

Just as Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. In accordance with the College Board Policy (FC Local). The student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence and make-up work for class absences will be permitted only as specified by the faculty in the course syllabus.

Dual Credit Faculty must not be coerced to take unreasonable measures to help a student who, in the estimation of the Faculty member, is failing the course due to a lack of effort and/or excessive student absences.

### **Location, Facilities, Teaching Environment, Testing, and College Courses**

Dual credit courses are taught at approved high school sites in accordance with SACSCOS standards, delivered virtually, and offered at the College's locations. The School District will ensure that all dual credit courses taught by Dual Credit Faculty at the partnering ISD are conducted through face-to-face instruction, except when a State of Emergency is activated and it is deemed necessary for the ISD Dual Credit Faculty to conduct online instruction to adhere to the College's Instructional Contingency Plan, using the College's Learning Management System. District partners are expected to provide a testing location that meets the minimum requirements to ensure academic integrity is maintained for Coastal Bend College exams. The Coastal Bend College Testing Center staff will work with district personnel to ensure that the exams are properly proctored, and the technology utilized to administer the exams meets the same level of capability as the technology found at the CBC sites.

### **Scheduling Dual Credit Classes at a Partnering High School**

The scheduling of all dual credit classes to be taught at a partnering high school must involve the Division Coordinator that oversees the discipline being taught. Scheduling is coordinated through the Director of Dual Credit. Multiple sections of a course will only be offered if there is adequate enrollment to support it. If multiple sections are requested, each additional section will only be added once the previously created section has reached capacity. The class capacity will be set by the Division Coordinator and will be based on the College's standards and the requested input of the ISD partner.

### **Minimum Class Size**

All dual credit courses must have a minimum enrollment of 6 students.

### **Course Standardization / the College's Learning Management System**

All the College's instructors are required to use the instructional systems, video conferencing applications, and software endorsed by the college. All dual credit courses must use the College's approved Learning Management System. Every course of the College is provided with a Blackboard shell. The College's approved course syllabus defining the course content and instructional sequence must be followed and be clearly posted in the Blackboard shell. Course content is standardized to ensure equal rigor across all sections and modalities. Content standardization supports equitable assessment of PSLOs and GECs across multiple sections. It is a mandatory requirement that all instructors utilize their course shell and warehouse all grades and assignments within their course shell. The course gradebook must also be maintained within the Blackboard shell, contain all grades issued, and be kept current.

### **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 long semester classes, the Division Dean should be involved in any decision. The College requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams.

### **Monitoring and Evaluation of Instruction**

The School District will work with the College to provide College personnel access to high school instructional sites for the purpose of monitoring the quality of instruction in compliance with the College course syllabus and the standards established by the State of Texas, SACSCOC, and the School District. The College's personnel will evaluate all dual credit faculty.

### **Financial Aid for Swift Transfers (FAST)**

As part of House Bill 8, The FAST Program allows eligible students to enroll at no cost to the student in dual credit courses with the College. For students not eligible for FAST, a maximum rate of \$55 per credit hour will be set, regardless of taxing district status. The FAST Program also applies to any eligible students who enroll in summer semesters. Further information and updates related to HB 8 and the FAST Program will be communicated to School District as needed. The College and the School District will work together to establish a procedure for identifying all students eligible to enroll at no cost in dual credit courses. Additional procedures will be established to ensure the accurate and timely exchange of information necessary to identify these students.

### **Instructional Materials**

The School District is responsible to cover the cost of instructional materials.

### **Grading Procedures**

All Dual Credit Faculty will follow the College Grading System as stated in the College's Board Policy EGA (LOCAL) ACADEMIC ACHIEVEMENT: GRADING AND CREDIT, as well as the grading criteria in the department approved syllabus. All Dual Credit faculty are required to maintain a comprehensive Grade Book within their Blackboard course shell. This Grade Book must provide the student with a real-time grade and auto-update whenever a new grade is entered into the system. All assignments must be accounted for in the course shell.

### **Issuing of College Grade**

Dual Credit Faculty shall not inflate the college letter grade, it should not differ from the high school numeric grade.

### **Submission of College Grade**

The primary responsibility for assigning College grades in a course belongs to the faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinant. College and School District officials will not interfere with the faculty member's responsibility for assigning College grades. The final course grade for the College will be a letter grade and for the high school a numeric grade that might differ from the College grade. **Grades must be submitted by the College's deadline for any given semester for any course taught at the College.**

## **FACULTY PRIMARY RESPONSIBILITIES**

### **Establishment and Availability of the Course Blackboard Shell**

Every course of the College is housed within a Blackboard shell. At a minimum, this shell must contain the faculty member's contact information, course syllabus, course content outline and instructional sequence, and gradebook. All student grades must be warehoused in the Grade Center within Blackboard.

### **Certification of Class Rosters**

Course rosters in Blackboard must be compared with the rosters in Cougar Den self-service and all rosters certified by sending a signed copy of each course roster to the respective division coordinator. ***Students not on the official roster must be notified that they are not enrolled in the course and are not allowed to attend the class.*** Students that are on the roster but have never attended must be dropped for non-attendance.

### **Submission of Mid-term and Final Grades**

Mid-term and Final grades must be pushed and extracted on the date established by the College Registrar. Late grade submissions create significant administrative problems and will result in the issuance of a disciplinary notice and may result in non-renewal of the faculty member's contract

### **Assessment of PSLOs and GECs and Submission of Assessment Data**

All the College's faculty members must participate in the assessment of Programs Student Learning Outcomes (PSLOs) and General Education Competencies (GECs) as directed by the lead faculty member that oversees each specific discipline. Assessments must be given as presented by the lead faculty member, data must be collected and provided to the lead faculty members as requested, and Action Plans for Improvement must be implemented. This is a core accreditation requirement and is mandatory for all faculty. Failure to comply with this requirement will result in the issuance of a disciplinary notice and may result in non-renewal of the faculty member's contract.

## **STUDENT SUPPORT SERVICES**

Dual Credit students are eligible to utilize the same or comparable support services afforded to all College

students on the main campus, including services (e.g., academic advising and counseling), learning materials, and other benefits, Per Rule § 4.85(g)(2).

### **Collaboration and Outreach Efforts**

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.

### **New Student Orientation**

All dual credit students must complete a mandatory orientation. As partners in student success, the College seeks to negotiate with our school district collaborators to design and deliver an enhanced orientation experience that provides students the foundation to succeed in their dual credit courses and beyond. Virtual, and when possible, face-to-face orientation experiences that introduce students to the strategies that can be employed to succeed in college-level coursework, connections to the College's staff and resources, and academic support services that are available and how to access them.

### **Advising**

The College and the School District shall offer college advising services for dual credit students consisting of a general first-time dual credit student advising, group enrollment advising using Student Self-Service, face-to-face advising, and a College Advising Training Program for High School District Counselors. All dual credit students must be advised and registered for classes by an approved advisor. Dual credit students will not be allowed to self-register. High school advisors must participate in the College Advising Training Program for High School District Counselors to be an approved advisor for the College programs and courses.

The College offers advising services for dual credit students regarding transferability and applicability to baccalaureate degree plans of all college credit offered and earned.

### **Pathways Alignment**

The College shall provide a comprehensive guide to the alignment of High School endorsements, dual credit courses, post-secondary pathways, credentials at the institution, and industry certifications.

### **Student Accommodations**

The College and the School District will adhere to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. Section 504 prohibits discrimination on the basis of disability in programs or activities that receive Federal financial assistance from the U.S. Department of Education.

The School District will provide classroom accommodations for dual credit students. If the class is taught by a College Faculty at the high school, the Director of Accessibility will coordinate class accommodations with the high school Special Education Counselor.

### **Student Complaints**

Grievance 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 with complaints shall follow the procedures as stated in the College's Board Policy FLD(LOCAL), *Student Rights and Responsibilities: Student Complaints*, Board Policy FFDA(LOCAL) *Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*, and Board Policy FFDB(LOCAL) *Freedom from Discrimination, Harassment, and Retaliation: Other Protected Characteristics*. A student may report a grievance or complaint to the College's Student Services Office.

Further, School District agrees to report to the College's Title IX/ADA Coordinator, within 2 business days, any allegation of discrimination or harassment involving a College employee or dual credit student(s), regardless of where the alleged conduct occurred. The report contemplated in this paragraph may be submitted to the following designated individuals:

- Dixie Lytle, Title IX Coordinator  
Director of Human Resources  
(361) 354-2211  
[dalytle@coastalbend.edu](mailto:dalytle@coastalbend.edu)
- Robby Calvert  
Director of Accessibility  
(361) 354-2532  
[rcalvert@coastalbend.edu](mailto:rcalvert@coastalbend.edu)

### **Grade Appeal**

The School District will direct students to follow the College's Grade Appeal process. An electronic copy of these documents may be accessed in the College Catalog.

### **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 Board Policy FLB(LOCAL), *Student Rights and Responsibilities: Student Conduct*. Dual credit students who receive a sanction of suspension or expulsion from the institution must be removed from the college course and placed in a high school credit course or a traditional high school setting by the School District. Further, the College reserves the right to refer cases to Student Services for review and threat assessment.

### **Commencement Ceremonies**

To become eligible to participate in the College Commencement Ceremonies 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.

**15 SEMESTER CREDIT HOUR REQUIREMENT**

Student success is the College’s top priority and course completion is critical to the college’s mission. The 15 semester credit hour completion point is an early momentum metric used to measure both student success at the collegiate level and success of the dual credit partnership. Course completion will be evaluated annually to track student progress within defined pathways. Based on a three-year average, a minimum of 75% of the ISD’s dual credit students must complete 15 semester credit hours of college-level coursework. If the ISD’s dual credit population is not meeting this threshold, the viability of the dual credit partnership will be reevaluated. At that time, the College and the School District partner can determine the best course of action to address the deficiency.

**COURSE SEQUENCE AND EQUIVALENCY CROSSWALK**

The College will establish, or provide a procedure for establishing, the course credits that may be earned under this MOU, including developing a course equivalency crosswalk or other method of equating high school courses with College courses and identifying the number of credits that may be earned for each course completed through the Dual Credit program, Per Rule § 4.84(c)(5).

**Dual Credit Courses Agreement**  
**Required Course Sequence**

**Required Course Sequence must be completed in the order presented**

<b>Mandatory Component Area Option, Core Requirement: <u>Select both courses listed below,</u></b> <b>(6 credit hours)</b>				
<b>COURSE RUBIC</b>	<b>PEIMS</b>	<b>HS COURSE</b>	<b>HS CREDIT</b>	<b>RECOMMENDED GRADE LEVEL</b>
EDUC 1300 Learning Frameworks	03270100	College Readiness & Study Skills	.5 credit	9 <sup>th</sup> Grade/ Fall or Spring
BCIS 1305 Business Computer Applications	13011400	Business Information	CTE 1 credit	9 <sup>th</sup> Grade/Fall or Spring
<b>Creative Arts, Core Requirement: <u>select one course from the list below,</u></b> <b>(3 credit hours)</b>				
<b>COURSE RUBIC</b>	<b>PEIMS</b>	<b>HS COURSE</b>	<b>HS CREDIT</b>	<b>RECOMMENDED GRADE LEVEL</b>
ARTS 1301 Art Appreciation	03500100	Art I	1 credit	10 <sup>th</sup> Grade/ Fall or Spring
ARTS 1303 Art History I	03501700	Art History III (A)	1 credit	10 <sup>th</sup> Grade/Fall or Spring

MUSI 1306 Music Appreciation	03155600	Music Appreciation	1 credit	10 <sup>th</sup> Grade/Fall or Spring
<b>Language, Philosophy and Culture, Core Requirement, <u>select one course from the list below,</u></b> <b>(3 credit hours)</b>				
<b>COURSE RUBIC</b>	<b>PEIMS</b>	<b>HS COURSE</b>	<b>HS CREDIT</b>	<b>RECOMMENDED GRADE LEVEL</b>
HUMA 1301 Introduction to the Humanities I	03221600	Humanities	1 credit	10 <sup>th</sup> Grade/Fall or Spring
PHIL 1301 Introduction to Philosophy	03221800 03221810 03221820	Independent Study in English I,II,III	1 credit	10 <sup>th</sup> Grade/Fall or Spring
PHIL 2306 Introduction to Ethics	03221800 03221810 03221820	Independent Study in English I,II,III	1 credit	10 <sup>th</sup> Grade/ Fall or Spring
SPAN 1411 Intermediate Spanish II	03440200 03440300	Spanish I (A) or Spanish II (B) Spanish I (B) or Spanish II (B)	1 credit	10 <sup>th</sup> Grade/ Fall
SPAN 1412 Begin. Spanish I	03440100 03440200 03440100 03440300	Spanish I (A) or Spanish II (B) Spanish I (B) or Spanish II (B)	1 credit	10th Grade/ Spring
<b>Social and Behavior Science, Core Requirement: <u>select one course from the list below,</u></b> <b>(3 credit hours)</b>				
<b>COURSE RUBIC</b>	<b>PEIMS</b>	<b>HS COURSE</b>	<b>HS CREDIT</b>	<b>RECOMMENDED GRADE LEVEL</b>
SOCI 2301 Marriage & the Family	03350100	Sociology	1 credit	10 <sup>th</sup> Grade/Fall or Spring
SOCI 1301 Introduction to Sociology	03370100	Sociology	1 credit	10 <sup>th</sup> Grade/Fall or Spring
PYSC 2314 Lifespan Growth & Development	13014300	CTE – Human Growth & Development	CTE 1 credit	11 <sup>th</sup> Grade/Spring
PSYC 2301 General Psychology	03350100	Psychology	1 credit	11 <sup>th</sup> Grade/Spring
ECON 2301 Principles of Macroeconomics	03310300	Economics	1 credit	11 <sup>th</sup> Grade/Fall
ECON 2302 Principles of Microeconomics	03310301	Economics Advanced	1 credit	11 <sup>th</sup> Grade/Spring
<b>Communication, Core Requirement, <u>select two courses from the list below,</u></b>				

<b>(6 credit hours)</b>				
<b>COURSE RUBIC</b>	<b>PEIMS</b>	<b>HS COURSE</b>	<b>HS CREDIT</b>	<b>RECOMMENDED GRADE LEVEL</b>
ENGL 1301 Composition I	03220300 03220400	English III or IV	1 credit	11 <sup>th</sup> or 12 <sup>th</sup> Grade/Fall
ENGL 1302 Composition II	03220300 03220400	English III or IV	1 credit	11 <sup>th</sup> or 12 <sup>th</sup> Grade/Spring
ENGL 2311 Technical Business Writing	13011600	Business Writing	1 credit	11 <sup>th</sup> Grade/Fall or Spring
SPECH 1311 Speech Communication	03241400	Communication Applications	1 credit	11 <sup>th</sup> Grade/Fall or Spring
SPECH 1315 Public Speaking	03241400	Communication Applications	1 credit	11 <sup>th</sup> Grade/Fall or Spring
<b>Mathematics, Core Requirement, <u>select one course from the list below,</u></b> <b>(3 credit hours)</b>				
<b>COURSE RUBIC</b>	<b>PEIMS</b>	<b>HS COURSE</b>	<b>HS CREDIT</b>	<b>RECOMMENDED GRADE LEVEL</b>
Math 1314 College Algebra	03102500	Independent Study in Math I	1 credit	11 <sup>th</sup> Grade/Fall
MATH 1332 Contemporary Math	03102500	Independent Study in Math I	1 credit	11 <sup>th</sup> Grade/Fall
MATH 2412 Pre-Calculus	03101100	Pre-Calculus	1 credit	11 <sup>th</sup> Grade/ Spring
MATH 1442 Statistical Methods	03102500	Independent Study in Math I	1 credit	11 <sup>th</sup> or 12 <sup>th</sup> Grade/Fall or Spring
MATH 1324 Mathematics for Bus. And Social Sciences	03102500	Independent Study in Math 2	1 credit	11 <sup>th</sup> or 12 <sup>th</sup> Grade/Fall or Spring
<b>Life and Physical Sciences, Core Requirement, <u>Select two courses from the list below,</u></b> <b>(6 credit hours)</b>				
<b>COURSE RUBIC</b>	<b>PEIMS</b>	<b>HS COURSE</b>	<b>HS CREDIT</b>	<b>RECOMMENDED GRADE LEVEL</b>
BIOL 1322 Nutrition And Diet Therapy I	13024500	Lifetime Nutrition & Wellness	CTE 1 credit	10 <sup>th</sup> or 11 <sup>th</sup> Grade/ Fall or Spring
GEOL 1305 Environmental Geology	03063200	Earth & Space Science	1 credit	11 <sup>th</sup> Grade/Fall or Spring
BIOL 2306 Environmental Biology	13024500	Environmental Systems	1 credit	11 <sup>th</sup> Grade/Fall or Spring
BIOL 1306 Biology for Science Majors (LEC)	13037200	Scientific Rsch Design I	1 credit	11 <sup>th</sup> Grade/Fall or Spring
BIOL 1106	13037200	Scientific Rsch Design I	1 credit	11 <sup>th</sup> Grade/ Fall or Spring

Biology for Science Majors (LAB)				
BIOL 2301 Anatomy & Physiology I (LEC)	13020600	Human Anatomy & Physiology I (A)	CTE 1 credit	12 <sup>th</sup> Grade/Fall
BIOL 2101 Anatomy & Physiology (LAB)	13020600	Anatomy & Physiology I (A)	1 credit	12 <sup>th</sup> Grade/Fall
BIOL 2302 Anatomy & Physiology II (LEC)	13020600	Human Anatomy & Physiology II (B)	1 credit	12 <sup>th</sup> Grade/Spring
BIOL 2102 Anatomy & Physiology II (LAB)	13020600	Human Anatomy & Physiology II (B)	1 credit	12 <sup>th</sup> Grade/Spring
CHEM 1306 Introduction to Chemistry (LEC)	13037200	Scientific Rsch Design I	CTE 1 credit	12 <sup>th</sup> Grade/Fall
CHEM 1106 Introduction to Chemistry (LAB)	13037200	Scientific Rsch Design I	1 credit	12 <sup>th</sup> Grade/Fall
<b>American History, Core Requirement, <u>select two courses from the list below,</u></b> <b>(6 credit hours)</b>				
<b>COURSE RUBIC</b>	<b>PEIMS</b>	<b>HS COURSE</b>	<b>HS CREDIT</b>	<b>RECOMMENDED GRADE LEVEL</b>
HIST 1301 US History Before 1865	03340100	US History A	.5 credit	11 <sup>th</sup> Grade/Fall
HIST 1302 US History After 1865	03340100	US History B	.5 credit	11 <sup>th</sup> Grade/Spring
<b>Government, Political Science, Core Requirement, <u>select two courses from the list below,</u></b> <b>(6 credit hours)</b>				
<b>COURSE RUBIC</b>	<b>PEIMS</b>	<b>HS COURSE</b>	<b>HS CREDIT</b>	<b>RECOMMENDED GRADE LEVEL</b>
GOVT 2305 Federal Government	03330100	US Government	1 credit	11 <sup>th</sup> or 12 <sup>th</sup> Grade/Fall
GOVT 2306 Texas Government	03380001	Social Studies Advanced Studies	1 credit	11 <sup>th</sup> or 12 <sup>th</sup> Grade/Spring
<b>ELECTIVES: Requirement, <u>select 15 credit hours' worth of classes</u> in areas of interest relevant to career pathway. Consult dual credit advisors as needed. A few recommendations are listed below.</b>				
<b>COURSE RUBIC</b>	<b>PEIMS</b>	<b>HS COURSE</b>	<b>HS CREDIT</b>	<b>RECOMMENDED GRADE LEVEL</b>
ENGL 2322 British Literature I	03220400	English IV (A)	1 credit	11 <sup>th</sup> or 12 <sup>th</sup> Grade/ Fall
ENGL 2323 British Literature II	03220400	English IV (B)	1 credit	11 <sup>th</sup> or 12 <sup>th</sup> Grade Spring

SPAN 2311 Intermediate Spanish	03440200 03440300	Spanish III (A) or Spanish IV (A)	1 credit	11 <sup>th</sup> or 12 <sup>th</sup> Grade Fall or Spring
<b>Degree Designation Course Requirement for the Awarding of an AA, <u>select one 3 credit hour course from the Creative Arts or Language, Philosophy and Culture Content Area</u> that was not previously taken. Degree Designation Course Requirement for Awarding of an AS, <u>select one 3 credit hour course from the Life and Physical Sciences or Mathematics Content Area</u> that was not previously taken.</b>				
<b>Total Degree Requirements for AA/AS degree= 60 credit hours (42 Core credit hours + 15 Elective credit hours + 3 Degree Designations credit hours)</b>				

### TRANSCRIPTING OF CREDIT

The College and the School District will transcript dual credit courses for both college credit and high school credit immediately upon student completion of the performance required in each course.

### FUNDING AND COSTS

#### *Faculty Stipend*

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 by the College. This stipend is pro-rated if the class enrollment is below 15.

#### *Tuition & Fees*

The College will waive all tuition and fees for dual-credit students enrolled through this partnership, beginning Spring 2025

#### *Invoicing*

The College will invoice the School District for any applicable charges in accordance with this Memorandum of Understanding.

#### *Faculty Charges*

When the College provides the faculty to teach at the partnering School District, including via interactive distance learning, the School District is responsible for the mileage.

### RECOGNITION OF HIGHER EDUCATION PARTNER

The School District, when reporting and publicizing high school *students' completion* of dual credit **courses, degrees, or certificates**, will recognize all Higher Education partners, including Coastal Bend 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 Coastal Bend College as their Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements regarding the Dual Credit Programs:

“[ISD name] collaborates with Coastal Bend College, our Higher Education partner, to offer college credit hours, college certificates and degrees, while saving families hundreds of thousands of dollars in

tuition and fees.”

In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the College’s Branding, Marketing, and Advertising Guidelines for Coastal Bend College. Failure to follow this provision will result in a non-compliance notification as stated in Section 9 of this document.

### **UNDERSTANDING OF THE PARTIES**

- a. Nothing in this Agreement is to be construed as transferring responsibility from one party to another.
- b. Without limitation of any provision set forth in the Agreement, the Parties expressly agree to abide by all applicable federal and state equal employment opportunity statutes, rules, and regulations.
- c. Subject to the applicable laws and to the regulations of respective organizations, information, data and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other party, subject to the Data-Sharing and Privacy provisions, FERPA, and any other applicable state or federal privacy law that governs student privacy rights, or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.
- d. Both parties understand the safety and security risks inherent with minors and agree that certain risk may be unforeseeable. Further, the parties agree that the public safety departments from both the College and the School District will collaborate to develop and/or review safety and security standards and/or guidelines, including emergency response, within thirty (30) days of both parties executing the Agreements.
- e. In accordance with the Family Educational Rights and Privacy Act (FERPA), the College and the School District will protect ISD students’ privacy and guard against the unauthorized release of identifying student information and records, and comply with all applicable requirements of FERPA.
- f. The parties agree that this agreement will be construed by the laws of the State of Texas, exclusive of its conflict of laws provision.
- g. No assignment of this agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

### **NO PERSONAL LIABILITY**

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, trustee, director, employee or agent of the College or the School District, and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, trustee, director, employee or agent of the College or the School District. The parties shall be responsible for their own acts of negligence.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses applicable by law, including, but not limited to, governmental immunity.

### **CLERY ACT OBLIGATION**

If the College is using space on an ISD campus or facility in manner that gives the College control over the space, including the assignment of an employee of the College as an administrator, ISD’s law enforcement agency will respond in a timely manner to any requests made by the College for statistical information of crimes that have been reports at that location so that the College may fulfill its obligations under the Clery Act (20 U.S.C. § 1092(f)) and its regulations.

## **FERPA COMPLIANCE & DISCLOSURE OF EDUCATIONAL RECORDS**

The Family Educational Rights and Privacy Act (FERPA) allows protected student data to be exchanged between the College and School District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. Students participating in a dual credit program described herein are enrolled in a post-secondary institution and are thus afforded rights under FERPA as post-secondary students. This means a high school student who is enrolled at the College for purposes of participating in one of these programs, regardless of age, is given the right of privacy in their education records. The College will not disclose information protected under FERPA, even to a student's parent, unless the dual credit student consents to the release in writing, or the parent provides proof of dependency in accordance with 34 C.F.R. § 99.31(a)(8).

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 required data in a timely manner to our partners with a signed MOU.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the 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 District without prior authorization from the College.

The School District may request data outside of the scheduled report distribution schedule provided:

- An MOU has been executed and is active between the School District and the College
- The data request is submitted, at minimum, seven (7) 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 the Coastal Bend College Institutional Effectiveness Office.

## **HUMAN RESOURCES DEPARTMENT, DATA PRIVACY & SHARING AGREEMENT**

The School District will collaborate with the College to ensure that all School District faculty applying to teach in the Dual Credit Programs meet the credential requirements as stated in the Southern Association of Colleges and Schools Commission on Colleges: Faculty Credential Guidelines, and submit all required documents for the hiring process to the Human Resources Department as well as agree to full information sharing, for purposes of this MOU, regarding any teacher or instructor of a course in the Dual Credit program, or proposed teacher or instructor of a course in a Dual Credit program, including, but not limited to, information regarding a teacher or instructor's qualifications or certifications, or information in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

Any non-academic incidents or complaints against Dual Credit Faculty teaching a College course are required to be reported to the College's Office of Human Resources to the attention of the Director for investigation.

The School District will comply with Title IX of the Education Amendments 1972 (20

U.S.C. § 1681 et seq.) regulations as stated in the College’s Board Policy (FFDA) *LOCAL Freedom from Discrimination, Harassment, and Retaliation: Sex and Sexual Violence*, and the School District Title IX policy in resolving incidents and complaints.

**Title IX Statement:**

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 other Title IX personnel for the College are located on the college website at <http://coastalbend.edu/titleix/>.

The College and School District will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.

**AMENDMENT**

This MOU may only be amended by mutual written agreement of both parties.

**NOTIFICATION OF NON—COMPLIANCE AND TERMINATION OF AGREEMENT**

The College and the School District reserve the right to terminate this MOU, by notice from either party in accordance with this MOU or by operation of law. The College or the School District may terminate the MOU no fewer than ninety (90) days prior to the intended date of termination. 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 MOU. Notwithstanding the foregoing, if this MOU is terminated in the middle of a semester, any students enrolled in College courses under this MOU will be allowed to finish the semester and receive appropriate credit for that semester’s courses unless the student is removed for disciplinary reasons.

Failure to act in accordance with any provision in this MOU will result in a Notification of Non-Compliance (Notice), which may be initiated by either party. The Notice shall be in writing and shall state in particular the alleged non-compliance. The Notice will be provided to the College President and School District Superintendent for review and action. Failure to correct non-compliance may result in termination of this agreement.

Notices given by either party to the other must be in writing and may be sent by personal delivery or by mail, registered or certified postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated at the time of actual mailing of properly addressed Notice. Mailed notices shall be addressed to the addressees of the parties as they appear in this MOU.

If to College:  
Coastal Bend College  
Name/Title Susie Gaitan, Director of Academic Advising and Dual Credit  
Dual Credit Department  
3800 Charo Road  
Beeville, TX 78102

If to School District:  
Copperas Cove Independent School District  
Dr. Brent Hawkins/Superintendent  
408 S Main  
Copperas Cove, TX 76522

**SEVERABILITY**

If any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this MOU shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this MOU are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality, invalidity, or unconstitutionality if such may be reasonably accomplished.

**WAIVER**

No covenant or condition of the MOU may be waived except by written consent of the waiving Party. No waiver of any term, provision, or condition of this MOU on any one occasion shall be deemed to be a bar to, or waiver of, the same or of any other right on any future occasion. Forbearance or indulgence by one Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other Party.

**COUNTERPARTS**

This MOU may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute the same instrument. Each Party may rely on facsimile or electronic signature pages as if such facsimile or electronic pages were originals.

**COMPLETE AGREEMENT**

This agreement, together with any attachments and appendices as may be referenced herein, contains the full understanding of the parties with respect to the agreed upon services, obligations, and responsibilities and supersedes all existing agreements and all other oral, written, or other communications between the parties concerning the subject matter hereof.

**AUTHORITY**

The persons signing below on behalf of the School District and the College warrant that they have authority and have been duly authorized to execute this MOU.

**15 SEMESTER CREDIT HOUR MANDATE & ENHANCED STUDENT SUPPORT**

The 15 semester credit hour requirement is a mandate that has been put in place to emphasize Coastal Bend College's commitment to student completion and success. Completion of 15 hours of college-level coursework is an early momentum metric that increases the probability a student will persist toward

credential completion. This success metric defines a threshold that is recognized as being critical to both the College and the student. CBC is committed to work as an equal partner in helping our students reach this goal and successfully complete their academic pathway. A partnership committed to the mandatory orientation and advising of all students, and the prevention of self-registration, is also critical to student success. This Memorandum of Understanding incorporates these elements to ensure the College is true to its core values and mission.

EXECUTED IN TWO (2) Original counterparts on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Dr. Zachary Z Suarez,  
President  
Coastal Bend College

\_\_\_\_\_  
Dr. Brent Hawkins  
Superintendent  
Copperas Cove ISD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

ATTACHMENT A



## FACULTY CREDENTIALS

- Guidelines -

Standard 6.2.a (*Faculty qualifications*) of the *Principles of Accreditation* reads as follows:

For each of its educational programs, the institution justifies and documents the qualifications of its faculty members.

When an institution defines faculty qualifications using faculty credentials, institutions should use the following as credential guidelines:

- a. Faculty teaching general education courses at the undergraduate level: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- b. Faculty teaching associate degree courses designed for transfer to a baccalaureate degree: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
- c. Faculty teaching associate degree courses not designed for transfer to the baccalaureate degree: bachelor's degree in the teaching discipline, or associate's degree and demonstrated competencies in the teaching discipline.
- d. Faculty teaching baccalaureate courses: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (minimum of 18 graduate semester hours in the teaching discipline).
- e. Faculty teaching graduate and post-baccalaureate course work: earned doctorate/terminal degree in the teaching discipline or a related discipline.
- f. Graduate teaching assistants: master's in the teaching discipline or 18 graduate semester hours in the teaching discipline, direct supervision by a faculty member experienced in the teaching discipline, regular in-service training, and planned and periodic evaluations.

*Approved: College Delegate Assembly, December 2006 Updated for Revised Principles: April 2018*

**Memorandum of Understanding  
Between  
Tarleton State University  
and  
Copperas Cove ISD**

**FOR THE 2026-2027 TARLETON TODAY PROGRAM**

This Memorandum of Understanding (MOU) with an Effective Date of April 1, 2026, is entered by Copperas Cove ISD (CCISD) and TARLETON STATE UNIVERSITY, a member of The Texas A&M University System, an agency of the State of Texas, hereinafter referred to as "Tarleton State".

**Contracting Parties:**

Receiving Party    CCISD  
Copperas Cove ISD  
408 S. Main Copperas Cove, TX 76522

Performing Party   Tarleton State University  
1333 W. Washington St.  
Stephenville, TX 76402

**WHEREAS**, Tarleton State and CCISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and receive simultaneous academic credits from Tarleton State and their CCISD high school(s).

**WHEREAS**, eligible students will be able to participate in a dual enrollment, distance education program called Tarleton Today.

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

**1. Nature of Tarleton Today**

Tarleton State and CCISD enter into this Agreement to implement Tarleton Today by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. Tarleton Today offers high school students the opportunity to earn high school credits from CCISD and college credits from Tarleton State through a distance education course. CCISD and Tarleton State will share the responsibility to implement the Tarleton Today program. By entering into this Agreement for the delivery of distance college courses, CCISD becomes an active participant in ensuring the effectiveness and quality of the implementation of Tarleton Today at CCISD.

## **2. Fees and Payments**

### **Enrollment Fees:**

If joining the Tarleton Today program on or after the Effective Date, the cost of the Tarleton Today course materials, technical support and course implementation support outlined in this Agreement for CCISD will be defined on a per-student, per-course basis. Program costs will be evaluated annually.

Texas public school districts or charter schools will pay a subsidized rate of \$50 per student per semester credit hour during the 2026-2027 school year (3 credit courses = \$150; 4 credit courses = \$200). Pending Texas FAST Program funding reimbursement, CCISD students qualifying for the FAST program will receive a course fee credit equal to the course fee charge. Tarleton Today will be directly reimbursed for course fees through the FAST Program for these students after completion. Private, parochial, and out-of-state schools are not eligible for the subsidized rate and will be charged \$65 per semester credit hour.

The Tarleton Today course fee is assessed for each student registered in each Tarleton Today course on the designated enrollment date. The program fee covers access to course materials and technology tools. Refunds will not be given at the end of a course for any reason, including if a student does not earn college credit in the course or withdraws after the enrollment date.

### **Professional Learning Fee:**

The cost of Tarleton Today professional development will be assessed on a per-teacher basis at a rate of \$500 for all teachers, both new and returning to the program. If a teacher is participating in more than one course, each subsequent course will be billed at 50% the professional learning fee. This fee covers professional learning and development requirements during the entire term of this agreement, including summer professional development courses, virtual learning modules, and coaching sessions from Tarleton State. If CCISD or the CCISD high school teacher joins after the conclusion of summer professional development, the total fee is still required based upon the status of the teacher at student enrollment date. For teachers that complete the Tarleton Today course with at least 60% of their enrolled students accepting college credit and active participation in Tarleton Today Professional Learning activities, Tarleton Today will provide them a \$500 end-of-year bonus.

Any professional development fees do not include lodging, transportation, or teacher substitute cost.

CCISD is responsible for paying within 30 days of receipt of any undisputed invoice.

All checks should be made payable to Tarleton State University. Payments should be mailed and/or delivered to:

Tarleton State University  
Business Services  
Box T-0120  
Stephenville, TX 76402

### 3. Scope of Work and Responsibilities

Responsibilities to implement Tarleton Today distance college courses will be shared by CCISD and Tarleton Today. CCISD is an active participant in ensuring the effectiveness and quality of Tarleton Today implementation at its facilities. The Parties agree to provide the following, collectively referred to as the “Services.”

#### **Responsibilities of Tarleton Today**

##### **Enrollment and Records**

- A. Register high school students for Tarleton Today courses (as listed in Exhibit A) through the Tarleton Today student information system.
- B. Maintain, as part of routine educational effectiveness evaluation at Tarleton State, Tarleton Today student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program and providing official reporting to Tarleton State and CCISD Tarleton Today engages in additional data sharing with Tarleton State departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades on Tarleton State transcripts for students who accept college credit for the distance college course.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.

##### **Curriculum and Instruction**

- E. Provide Tarleton State faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for oversight of distance college courses.
- F. Deliver instructional materials via distance education. All college course-related materials will be available to the student through unique login in Canvas Learning Management System (Canvas LMS).
- G. Administer Tarleton Today distance college courses via a dual enrollment model. Tarleton State faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by Tarleton State department heads and supported by deans. College courses use the Texas Common Course Numbering System to maximize transferability within Texas institutions. All courses are applicable to one or more bachelor’s degrees at Tarleton State University. All Tarleton Today students register for semester- or year-long courses. The college enrollment process differs between the two course types.
  - a. Semester-long and year-long course college enrollment information
    - i. Students must complete a series of required assignments and summative assessments as published in the college syllabus that are designed, designated, and evaluated by Tarleton State faculty and college Instructors of Record to earn college credit.
    - ii. Students who earn a passing grade (D or above) in the college course may accept their college credit or withdraw from the course.
    - iii. Students who accept college credit will have an official Tarleton State transcript showing the letter grade earned in the course.
  - b. Provide technology and support services necessary for teaching and learning in Tarleton Today courses and program implementation:
  - c. Maintain servers operated by or hosted on Tarleton Today’s web-based Canvas LMS.
  - d. Provide access and training on the Canvas LMS for every Tarleton Today student to access course content and instructional experiences.

- e. Provide online and phone-based technical support for Tarleton Today teachers, students, and Tarleton State faculty using the curriculum when that support is not provided through Canvas LMS.
- f. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments.
- g. Provide a student orientation module in Canvas LMS for all Tarleton Today courses that detail program enrollment, student academic integrity, and FERPA rights.
- h. Provide information in the Tarleton Today college courses and through Canvas notifications related to distance college course enrollment activities, including registration, credit type selection, credit status, and official transcript requests.
- i. Provide academic resources and advising for enrolled Tarleton Today students.
- j. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in Tarleton Today.

### **Professional Development and Support**

- H. Deliver professional learning to participating CCISD teachers who teach a Tarleton Today course.
  - a. Summer professional development for participating CCISD teachers will be delivered by Tarleton Today using distance education and virtual learning technologies, or in-person trainings at one of the Tarleton State locations. Summer professional development is required for all Tarleton Today high school teachers.
  - b. Academic year Professional Learning: One-day Professional Learning for new and returning participating CCISD teachers will be held at Tarleton State or designated regional sites, or delivered virtually during the fall and spring semesters, at Tarleton State's sole discretion. CCISD teachers are **required** to participate in and fully complete the one-day workshop during each semester in which the teacher delivers a Tarleton Today course, regardless of whether the course will be offered in the subsequent year.
  - c. Participating CCISD teachers will be provided certificates of completion for the hours of documented attendance, which may count as continuing professional education hours with their district.
- I. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to CCISD and its administration.
- J. Deliver in-person or virtual presentations and/or workshops to CCISD staff and community members regarding the Tarleton Today program overview, implementation, and strategies for success.
- K. Tarleton Today will hire and assign a qualified course coordinator for each course offered. The coordinator will serve as the content expert and point of contact and support for the high school teacher.
- L. Provide ongoing, one-on-one feedback and guidance to the high school teacher.
- M. Provide virtual coaching to each Tarleton Today high school teacher to support course implementation and enhance their professional practice.

### **Institutional Effectiveness**

- N. Provide feedback regarding course implementation to Tarleton State faculty and academic staff, as well as CCISD high school teachers and administrators. To ensure Tarleton Today is implemented and facilitated with quality and fidelity, Tarleton Today staff will provide updates at the end of the fall and spring semesters and, as

needed, throughout the year regarding the status of Tarleton Today implementation, based on communication with the Tarleton Today CCISD high school teacher(s) and classroom observations.

- a. Tarleton Today staff will alert CCISD administration of any serious concerns regarding CCISD or campus implementation of the Tarleton Today course pertaining to quality and fidelity. If CCISD implementation of the Tarleton Today course is deemed unsatisfactory, Tarleton Today reserves the right to deny the opportunity to offer the Tarleton Today course in the future or to require a replacement high school teacher.
- b. A CCISD high school teacher deemed by Tarleton Today to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with Tarleton Today expectations and be provided coaching and support as available through the course staff, Tarleton Today Professional Learning, virtual coaching, and ongoing communication. Should the high school teacher's implementation of Tarleton Today continue to be unsatisfactory or without improvement in Tarleton Today's sole discretion, Tarleton Today will notify CCISD, who will use its best efforts to identify an alternate high school teacher, and CCISD will work with Tarleton Today to continue implementation of the course with the alternate high school teacher. Tarleton Today reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
- c. Should Tarleton Today deem a Tarleton Today CCISD high school teacher as not compatible with or not in the best interest of the program in Tarleton Today's sole discretion, Tarleton Today will notify DISTRICT\_ABBREVIATION who will work with Tarleton Today to continue the course through an alternate teacher.
- d. Any person performing Services under this Agreement on behalf of Tarleton Today must be actively employed or eligible for employment by Tarleton State and may not be on administrative or medical leave. Tarleton State must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If Tarleton State becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, a representative of the Tarleton Today program must inform the CCISD district contact.

#### **Extended Student Absences [subject to CCISD policies]**

- O. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the CCISD point of contact, campus principal and/or the high school teacher of the campus must notify the Tarleton Today Program Coordinator. Information needs to include the length of the placement to determine if the student will continue in the enrolled Tarleton Today course. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
  - a. The administrator, Tarleton Today CCISD high school teacher, and Tarleton Today course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined, the student will not have the appropriate instruction and access to the course; the student will be dropped from the Tarleton Today course.
    - i. If this occurs prior to the identified course enrollment date, then the CCISD will not be invoiced for this student.

- ii. If the student is enrolled in a year-long Tarleton Today course, the student will be dropped from the Tarleton Today course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule.
- P. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstance, the CCISD point of contact, campus principal and/or the high school instructor must notify the Tarleton Today Program Coordinator immediately to determine if enrollment may continue, which decision will be made on Tarleton Today in its sole discretion.

#### **4. Responsibilities of CCISD [subject to CCISD policies and applicable law]**

- A. Implement one or more Tarleton Today courses.
  - a. Assign a(n) [policies and applicable law] contact responsible for overseeing the implementation of Tarleton Today high school course(s) and participating in meetings designated for [policies and applicable law] administration with Tarleton Today staff.
    - i. This [policies and applicable law] contact will provide up-to-date contact information for [policies and applicable law] and its campus administration. In the event there is a change in administration at [policies and applicable law] or at its campuses, the [policies and applicable law] contact will update Tarleton Today.
  - b. Assign 1-2 campus administrators to attend the Tarleton Today train-the-trainer session(s) held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
  - c. Assign a designated contact for ensuring websites, email addresses, and support for technology related requests. This person will also be responsible for uploading course rosters following a specific format prior to the start of the school year.
  - d. Tarleton Today courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Neither Tarleton Today syllabi nor course content may be used for submission to satisfy the requirements for third-party evaluation.
- B. Recruit high school teacher(s) with appropriate qualifications to teach the Tarleton Today course(s), all consistent with [policies and applicable law] policies.
  - a. Minimum requirements for all Tarleton Today [policies and applicable law] high school teachers include:
    - i. Bachelor's degree in discipline or related field.
    - ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for precalculus).
    - iii. Completed annual Tarleton Today teacher application.
    - iv. Obtain a Tarleton State UID in order to access Canvas LMS and other systems required for implementation of the Tarleton Today program. Tarleton Today will provision the UID as high assurance and may suspend, terminate, or revoke access to its systems through the UID affiliation at Tarleton Today sole discretion. The UID affiliation with Tarleton Today will be revoked if this agreement is terminated or if a Tarleton Today CCISD high school teacher can no longer complete the course.
    - v. Successful completion of required tasks before the start of summer professional development, including, but not limited to, completion of FERPA training module provided by Tarleton Today. Tasks will be determined and shared by the Tarleton Today professional learning and development staff in advance of summer professional development. CCISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any

high school teacher who does not complete the required pre-professional development tasks may not be eligible to attend the summer professional development. The decision to admit or deny such teacher and any accompanying conditions will be determined by the Tarleton State Faculty Lead and Program Coordinator at their discretion.

- vi. Successful completion of summer professional development. New Tarleton Today policies and applicable law] high school teachers must participate in the entire Summer professional development and complete all assigned work, both before and during the training.
  - vii. Attendance at and completion of all required virtual conferences or virtual learning modules, academic year trainings, and professional development assignments.
  - viii. Attendance at the Fall and Spring Professional Development
    - 1. CCISD teachers are required to participate in and fully complete both academic year professional developments in which the teacher delivers a Tarleton Today course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring professional development will provide up to eight hours of continuing professional education hours.
  - ix. Review communication from Tarleton Today course staff in weekly newsletters and respond accordingly to routine requests.
  - x. Adhere to guidelines regarding Tarleton Today course content intellectual property. CCISD is responsible for informing teachers that they do not have a license to use any Tarleton Today provided materials outside of the scope of this agreement.
  - xi. Deliver Tarleton Today instructional materials through the Tarleton Today instance of Canvas LMS.
- b. Additional requirements for Tarleton Today returning CCISD teachers include:
- i. Successful implementation of Tarleton Today course during the previous academic year according to requirements under section D below.
- C. Ensure Tarleton Today CCISD high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
- a. Access to Canvas LMS. Participating CCISD campuses will work with the Tarleton Today support team to ensure their campus and students can fully access the Canvas LMS.
  - b. Access to computers, internet, and allow lists, as specified by Tarleton Today, and adhere to requirements outlined in the most recent Tarleton Today Technology Manual.
  - c. Scheduled access to technology that meets the specifications defined by Tarleton Today for each course. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).
  - d. Audio/visual projection and/or whiteboard.
  - e. Copy/scanning services to duplicate some course materials and distribute to students in the Tarleton Today course and upload assignments.
  - f. Provide course specific requirements as listed in Exhibit C.

- D. Ensure Tarleton Today CCISD high school teachers implement the program with fidelity, including the following:
  - a. Tarleton Today instructors are expected to adhere to Texas Administrative and Education Code, including the Educators' Code of Ethics (19 TAC Chapter 247).
  - b. Administer and facilitate Tarleton Today-required assignments and assessments without alteration through the Tarleton Today instance of Canvas LMS.
  - c. Have students create a Tarleton State UID and register for Tarleton Today sections.
  - d. Use Canvas LMS to assign and grade high school work as specified by Tarleton Today course staff.
  - e. Participate in professional learning, including summer professional development, one-day workshops, video conferences or virtual learning modules, virtual coaching, and ongoing opportunities during each semester in which they teach the Tarleton Today course. To facilitate teacher participation in the one-day workshops, CCISD agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.
  - f. Maintain regular communication via email, phone, video web conferencing, etc. with Tarleton Today course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
  - g. Notify Tarleton Today of CCISD high school teacher absences that exceed four or more consecutive class days or of teacher resignations using the provided form in the case when the teacher cannot self-report.
- DI. Recruit and approve eligible students to participate in the Tarleton Today courses.
  - a. Students eligible to participate in Tarleton Today courses must:
    - i. Be enrolled in a CCISD high school
    - ii. Demonstrate commitment to completing academic requirements
- DII. Ensure students enrolled in the Tarleton Today program meet the minimum academic requirements for each course as shown in Exhibit A.
- DIII. Ensure students complete the Tarleton Today registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit. **Consent forms must be submitted within one week of the CCISD school start date.**
- DIV. Any person performing Services under this Agreement on behalf of CCISD must be actively employed or eligible for employment by CCISD and may not be on administrative leave.  
 CCISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If CCISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, the district contact, who oversees the Tarleton Today program, must inform Tarleton Today within 24 business hours.

**5. Summer Professional Development, Teacher Registration, and Attendance**

- 1. CCISD high school teachers are required to register for Summer Professional Development **two weeks prior** to the start of Summer Professional Development.
- 2. New Tarleton Today CCISD high school teachers must participate in the entire Summer Professional Development and complete all assigned work, both pre- and during

Professional Development. New Tarleton Today high school teachers are defined as those who are implementing a Tarleton Today course for the first time or for the first time after more than one year of absence.

a. CCISD teacher assigned to the course **must** successfully complete the New Teacher Summer Professional Development experience at least once, in its entirety, before implementing a Tarleton Today course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer Professional Development for each subsequent year they implement that course. If a teacher is assigned to implement a new Tarleton Today course in addition to their current Tarleton Today course, the instructor must complete the New Teacher Summer Professional Development for the new course.

3. Cancellation policy:

a. All high school teachers must cancel their registration in writing at least one week prior to any in-person Professional Development. CCISD will be invoiced for all registered high school teachers two weeks prior to the event starting and will pay such invoices within thirty (30) days.

b. If a high school teacher registers for Summer Professional Development and is unable to attend, the teacher must communicate this change to the Tarleton Today Professional Learning and Development team in writing at least one week prior to the start of Summer Professional Development. The district contact may coordinate with Tarleton Today to identify an appropriate replacement. Fees will be assessed based on teachers who complete Summer Professional Development.

c. In the event of an emergency about which Tarleton Today staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer Professional Development and still be eligible to teach the Tarleton Today course. Tarleton Today CCISD high school teachers who miss more than 20% of Summer Professional Development, regardless of the reason, will be on probationary status and their approval to serve as a Tarleton Today high school teacher will be evaluated by Tarleton Today on a case-by-case basis.

4. If a high school teacher attends Summer Professional Development, and the course for which the teacher is trained is not offered for the school year, CCISD will be:

a. Charged the full fee based on whether they are new or returning, for Summer Professional Development.

b. All materials provided to CCISD for the course must be returned to Tarleton Today within 30 days.

**6. Educational Records and Data Sharing**

A. CCISD and Tarleton Today create, maintain, and manage their own educational records for students and teachers. Tarleton Today maintains all educational records created as a result of the Tarleton Today program consistent with FERPA, as well as applicable Texas A&M University System (TAMUS) policy 16.01.02 and any applicable law. In order to provide the Tarleton Today program and related services to CCISD and for CCISD's accountability reporting purposes, Tarleton Today requires specific student information from CCISD. All such records are provided the same security as those outlined in TAMUS Policy 16.01.02 and the Data Sharing Agreement and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the Tarleton Today program.

- B. Following Tarleton State's Institutional Review Board standards and policy, as applicable, Tarleton Today may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvements.
- C. For legitimate educational interests, Tarleton Today will facilitate the exchange of information among institutions, with the Texas Higher Education Coordinating Board, the Texas Education Agency, Tarleton Today high school teachers, Tarleton Today faculty and staff, and CCISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to verify student's economic status related to state funding reimbursement, 3) to verify student accommodations under IDEA and/or Section 504; 4) to facilitate early intervention and support student success; 5) pertaining to whether college credit is earned, accepted, and/or declined; 6) to facilitate accurate recordkeeping; and 7) to address academic integrity issues. If either party obtains access to CCISD and/or Tarleton State records or record systems protected under FERPA, each party agrees to adhere to the provisions of FERPA. While in possession of FERPA records and data, only persons authorized to access the student data related to the Tarleton Today program will be granted access consistent with FERPA.

## **7. Insurance.**

CCISD acknowledges that, because Tarleton State is an agency of the state of Texas, liability for the tortious conduct of employees of Tarleton State or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code Chapters 101 and 104); and that workers' compensation insurance coverage for employees of Tarleton State is provided by the [A&M SYSTEM] as mandated by the provisions of Chapter 502, Texas Labor Code. Tarleton State shall have the right, at its option, to (a) obtain liability insurance protecting Tarleton State and its employees and property insurance protecting Tarleton State's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by Tarleton State as a result of its operations under the Agreement.

## **8. FERPA.**

For purposes of the Family Educational Rights and Privacy Act ("FERPA"), Tarleton State hereby designates CCISD as a school official with a legitimate educational interest in any education records (as defined in FERPA) that CCISD is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. CCISD shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Tarleton State in writing. CCISD is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. CCISD shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on CCISD in this Section, including without limitation, the prohibition on redisclosure. CCISD shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

## **9. Indemnification**

To the extent allowed by law and without waiving any immunities, CCISD shall indemnify and hold harmless The Texas A&M University System, Tarleton State, and their regents,

employees and agents (collectively, the “A&M System Indemnitees”) from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnities arising out of any acts or omissions of CCISD or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee’s gross negligence or willful misconduct.

#### **10. Term and Termination**

A. This Agreement shall commence on April 1, 2026 (the “Effective Date”) and continue through August 31, 2027 (the “Term”) unless earlier terminated as provided herein.

B. This Agreement may be terminated without cause by either Party upon 30 days’ written notice to the other Party.

#### **11. Loss of Funding.**

Performance by Tarleton State under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Tarleton State will issue written notice to CCISD and Tarleton State may terminate this Agreement without further duty or obligation hereunder. CCISD acknowledges that appropriation of funds is beyond the control of Tarleton State. In the event of a termination or cancellation under this Section, Tarleton State will not be liable to CCISD for any damages that are caused or associated with such termination or cancellation.

#### **12. PAYMENT TERMS/PROMPT PAYMENT**

Tarleton State’s payment shall be made in accordance with Chapter 2251, *Texas Government Code* (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

#### **13. Ownership of Created Works.**

CCISD irrevocably assigns, transfers and conveys to Tarleton State, for no additional consideration, all of CCISD’s ownership, rights, title and interest in and to all works prepared by CCISD under this Agreement (“Deliverables”), including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. Deliverables include but are not limited to curricula, lesson plans, assessments, software code, multimedia content, instructional materials, training modules, data compilations, reports, and other materials developed specifically under the Agreement. This assignment does not apply to any pre-existing intellectual property owned by CCISD that is merely referenced or incorporated into program materials. This assignment does not apply to materials developed by CCISD without using or relying on Tarleton State course materials. All materials provided by Tarleton State are for sole use within the courses under this Agreement. CCISD certifies that all Deliverables will be original, or that CCISD will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by Tarleton State. CCISD shall secure for Tarleton State all consents, releases, and contracts and perform other reasonable acts as Tarleton State may deem necessary to secure and evidence Tarleton State’s rights in any Deliverable.

#### **14. Independent Contractor**

Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by

this Agreement or by CCISDs service to Tarleton State. Except as specifically required under the terms of this Agreement, CCISD (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of Tarleton State or [A&M SYSTEM]. As an independent contractor, CCISD is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. CCISD and its employees shall observe and abide by all applicable Tarleton State policies, regulations, rules and procedures, including those applicable to conduct on its premises.

**15. Dispute Resolution.**

To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Tarleton State and CCISD to attempt to resolve any claim for breach of contract made by CCISD that cannot be resolved.

**16. Notice.**

Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Tarleton State and CCISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

CCISD at:

Copperas Cove ISD  
408 S Main  
Copperas Cove, TX 76522

Tarleton State at:

Dr. Jolena Waddell  
Box T-0010  
1333 W. Washington St.  
Stephenville, TX 76402  
jwaddell@tarleton.edu

With a copy to:

Tarleton State University  
Attn: Contract Specialist  
Box T-0120  
Stephenville, TX 76402  
contracts@tarleton.edu

## **17. Venue; Governing Law**

Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Tarleton State is to be in the county in which the principal office of Tarleton State's governing officer is located. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

## **18. Entire Agreement**

This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.

## **19. Non-Assignment**

CCISD shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Tarleton State.

## **20. Survival**

Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

## **21. Cybersecurity Training Program**

Pursuant to Section 2054.5192, *Texas Government Code*, CCISDs employees, officers, and subcontractors who have access to Tarleton State's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, and selected by Tarleton State. The cybersecurity training program must be completed by CCISDs employees, officers, and subcontractors during the Term and any renewal period of this Agreement. CCISD shall verify completion of the program in writing to Tarleton State within the first thirty (30) calendar days of the Term and any renewal period of this Agreement. CCISD acknowledges and agrees that its failure to comply with the requirements of this paragraph are grounds for Tarleton State to terminate this Agreement for cause.

## **22. Access by Individuals with Disabilities**

CCISD represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Tarleton State under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*) (the "EIR Accessibility Warranty"). If CCISD becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, CCISD shall, at no cost to Tarleton State, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that CCISD fails or is unable to do so, Tarleton State may immediately terminate this Agreement, and CCISD will refund to Tarleton State all amounts paid by Tarleton State under this Agreement within thirty (30) days following the effective date of termination.

### **23. Payment of Debt or Delinquency to the State**

Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, CCISD agrees that any payments owing to CCISD under this Agreement may be applied directly toward certain debts or delinquencies that CCISD owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

### **24. State Auditor's Office**

CCISD understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. CCISD agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. CCISD will include this provision in all contracts with permitted subcontractors.

### **25. Severability**

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

### **26. Public Information.**

CCISD acknowledges that Tarleton State is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Tarleton State's written request, CCISD will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Tarleton State to Tarleton State in a non-proprietary format acceptable to Tarleton State that is accessible by the public.

CCISD acknowledges that Tarleton State may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and CCISD agrees that this Agreement can be terminated if CCISD knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party Copperas Cove ISD

Performing Party  
TARLETON STATE UNIVERSITY

Dr. Brent Hawkins

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A  
2026-27 Tarleton Today Courses

<b>Tarleton Today Course Name</b>	<b>Tarleton State Course Code</b>	<b>TCCNS Equivalency</b>	<b>Texas Core Code</b>	<b>High School Course</b>	<b>Required Prerequisites</b>
Intro to Agricultural Economics	AGEC 2317	AGRI 2317	080	Agribusiness Management & Marketing	
Agronomy	AGRI 1307 +1107	AGRI 1407, AGRI 1307 + 1107		Advanced Plant and Soil Science	Prerequisites: Biology; either Chemistry or Integrated Physics and Chemistry (IPC); Algebra I; Geometry; and either Horticultural Science, Greenhouse Operation and Production, or Floral Design.
General Animal Science	ANSC 1319 + 1119	AGRI 1419, AGRI 1319 + 1119	030	Advanced Animal Science	Biology & Chemistry or Integrated Physics & Chemistry (IPC); Algebra I & Geometry; and either Small Animal Management, Equine Science, or Livestock Production.
Business Computer Applications	BCIS 1305	BCIS 1305		Foundations of Business Communication and Technologies	
Anatomy and Physiology	BIOL 2401	BIOL 2401	030	Anatomy and Physiology	one credit in Biology and one credit in Chemistry, Integrated Physics and Chemistry, or Physics
Business Principles	BUSI 1301	BUSI 1301		Principles of Business, Marketing, and Finance	
Personal Finance	BUSI 1307	BUSI 1307	080	Economics or Personal Financial Literacy	
Business Law I	BUSI 2301	BUSI 2301		Business Law	
College Chemistry I	CHEM 1311 + 1111	CHEM 1311, CHEM 111	030	Chemistry	Credit in Algebra II or Coenrollment in Algebra II
Public Speaking	COMM 1315	COMM 1315, SPCH 1315	010	Public Speaking	
Composition I	ENGL 1301	ENGL 1301	010	English III	Credit in English I and English II
Composition II	ENGL 1302	ENGL 1302	010	English IV	Credit in English I, English II, and English III, ENGL 1301
Intro to Creative Writing	ENGL 2307	ENGL 2307	050	English IV	Credit in English I, English II, and English III, ENGL 1301

British Literature	ENGL 2321	ENGL 2321	040	English IV	Credit in English I, English II, and English III
American Literature	ENGL 2326	ENGL 2326	040	English III	Credit in English I and English II, and English III
Federal Government	GOVT 2305	GOVT 2305	070	United States Government	
United States History I	HIST 1301	HIST 1301	060		
United States History II	HIST 1302	HIST 1302	060	US History since 1877	
College Algebra	MATH 1314	MATH 1314	020	Algebra II or Independent Study in Math	Credit in Algebra I
Elementary Statistical Methods	MATH 1342	MATH 1342	020	Statistics, Statistics and Business Decision Making, or Independent Study of Mathematics	Credit in Algebra I
Precalculus	MATH 2412	MATH 2412	020	Precalculus or Independent Study of Mathematics	Credit in Algebra II & Geometry
Music Appreciation	MUSI 1306	MUSI 1306	050	Music Studies-Music Appreciation I or II	
General Psychology	PSYC 2301	PSYC 2301	080	Psychology	
Accounting I – Financial	ACCT 2301	ACCT 2301		Accounting I	Credit in Algebra II or Coenrollment in Algebra II
Intro to the Teaching Profession	EDUC 1301	EDUC 1301		Instructional Practices in Education and Training or Principles of Education and Training	
Introduction to Special Populations	EDUC 2301	EDUC 2301		Instructional Practices or Practicum in Education and Training	
Adapting Instruction to Today's Learners	EDUC 2330	EDUC 2330		Instructional Practices or Practicum in Education and Training	
Horticulture	HORT 1301	HORT 1301		Horticultural Science	
Foundations of Leadership	LDRS 2301			Through Junior ROTC only	

Exhibit B  
Data Sharing Agreement

DATA SHARING AGREEMENT BY AND BETWEEN  
Copperas Cove ISD  
AND  
TARLETON TODAY AT TARLETON STATE UNIVERSITY

Pursuant to this Data Sharing Agreement, Copperas Cove ISD agrees to provide individual student-level data to Tarleton Today at Tarleton State University (Tarleton State) for the purpose of implementing, billing, and evaluating the Tarleton Today dual enrollment program and informing Tarleton Today students of academic opportunities at Tarleton. CCISD hereby appoints Tarleton Today as a legitimate educational official of CCISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, Tarleton Today hereby appoints CCISD as a legitimate educational official of Tarleton Today in accordance with FERPA. Tarleton Today agrees to provide individual student-level data to CCISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2027 unless terminated in writing by one or both Parties.

**1. Data type and exchange timeline**

CCISD Designee for Student Data and Tarleton Today will coordinate data exchange for all Tarleton Today program participants for the 2026-2027 academic year, as follows:

Responsible Party	Time Period	Type of Data
Tarleton Today	June 2026 – July 2027	<p>Throughout the academic year Tarleton Today will provide information about student enrollments, including course rosters, and final grades. Access to the information will be limited to pre-identified campus and CCISD personnel who must obtain a TARLETON Electronic Identification and password in order to access the information.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> <li>• Course enrollments</li> <li>• Final letter grade</li> <li>• Credit decision (credit accepted or declined)</li> <li>• University transcript grade</li> <li>• Student qualifying status for FAST funding</li> <li>• Student qualifying status for accommodations under IDEA or Section 504</li> </ul>
CCISD	<p>July 2026 (one month prior to student start date)</p> <p>October 2026 (for Spring only enrollments)</p>	<p>Student registration information will be provided by the district to Tarleton Today to enroll students in courses and create their Tarleton State University accounts.</p> <p>This data transfer will include the following information.</p> <ul style="list-style-type: none"> <li>• Student First Name</li> <li>• Student Middle Name</li> <li>• Student Last Name</li> <li>• Student Date of Birth</li> <li>• Student School Email Address</li> <li>• Student Projected High School Graduation Year</li> </ul>

		<ul style="list-style-type: none"> <li>• Student Gender</li> <li>• Student Ethnicity</li> <li>• Student Physical Address</li> <li>• Student Mailing Address (if different)</li> <li>• Student TSDS</li> <li>• Student School ID</li> <li>• Student Free/Reduced Lunch Status</li> <li>• Student Citizenship (Country)</li> <li>• Parent/Guardian Name</li> <li>• Parent/Guardian Email Address</li> <li>• Parent/Guardian Phone Number</li> </ul> <p>In order for Tarleton Today to identify students who qualify for the reduced course enrollment fee, Tarleton Today must obtain Student State IDs. Based on the Student State IDs, the Texas Education Agency (TEA) provides Tarleton Today with students' Economic Disadvantage Status.</p> <ul style="list-style-type: none"> <li>• TEA-assigned TX-UNIQUE-STUDENT-ID (Student Unique ID)</li> </ul>
CCISD	May 2026 – July 2027	<p>In order for Tarleton Today to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> <li>• High school grade in Tarleton Today course, semester 1</li> <li>• High school grade in Tarleton Today course, semester 2</li> <li>• High school grade in Tarleton Today course, cumulative</li> </ul>

**2. Data protection**

All data will be exchanged using secure systems and in an encrypted, password-protected electronic format by CCISD and Tarleton Today.

Tarleton Today endeavors that in all reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. Tarleton Today further endeavors that the data elements will not be released to a third party without written parental or student (as applicable) consent.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of Tarleton Today or other Tarleton program to have access to the data. Both Parties agree to store the data in an encrypted format, in a secure area and to prevent unauthorized access.

**3. Information shared with TEA and THECB**

- Share rosters of individual students, including student state ID (TSDS), for all students enrolled in a Tarleton Today course at fall or spring enrollment to determine student eligibility for reduced course fee, AND
- Share rosters of individual students, including student state ID (TSDS), for students who complete a Tarleton Today course for the purpose of calculating state accountability and other required state performance reporting and metrics.

Exhibit C  
**COURSE SPECIFIC REQUIREMENTS**

<b>Course</b>	<b>Requirements</b>
College Algebra, Precalculus, Elementary Statistical Methods	<ul style="list-style-type: none"> <li>• Graphing calculators or access to Desmos</li> </ul>
Agronomy	<ul style="list-style-type: none"> <li>• Basic Soil Testing Kit</li> <li>• pH meter</li> <li>• Soil Probe</li> <li>• Access to a variety of soil samples to test, identify, use with textural triangle, and send off for official analysis</li> <li>• Hand magnifiers</li> <li>• Access to microscopes</li> <li>• Ability to make slides and/or have access to a slide set that includes plant tissues, specialized plant cells, samples of cells from roots, leaves, stems, flower parts, etc.</li> <li>• Ability to test and observe different nutrient deficiencies</li> <li>• Access to seed for evaluation, identification, and germination testing</li> </ul>
General Animal Science Laboratory	<ul style="list-style-type: none"> <li>• Access to at least two livestock species (e.g., cattle, horses, sheep, goats, pigs, rabbits, poultry)</li> <li>• 10 gummy bears per student</li> <li>• 1 plastic knife per student</li> <li>• Paper plates</li> <li>• Napkins</li> <li>• Tape</li> <li>• Scissors</li> <li>• 1 kitchen sponge per group</li> <li>• 3 small funnels per group</li> <li>• 3 large diameter drinking straws per group</li> <li>• 1 small plastic water bottle per group</li> <li>• 1 rubber glove per group</li> <li>• 1 cotton ball per group</li> <li>• 1 small safety pin per group</li> <li>• Masking tape</li> <li>• Waterproof tape</li> <li>• Strong tape</li> <li>• Small bucket for water</li> <li>• 5 oz plastic cups</li> <li>• Milk powder</li> <li>• Corn starch</li> <li>• Betadine antiseptic solution</li> <li>• Water pitcher</li> <li>• Popsicle sticks</li> <li>• Sharpies</li> <li>• Labels</li> <li>• Paper towels</li> </ul>

Music Appreciation	<ul style="list-style-type: none"> <li>• Headphones for assessments</li> <li>• Attend two concerts/performances</li> </ul>
Intro to the Teaching Profession and Intro to Special Populations	<ul style="list-style-type: none"> <li>• 16 field experience hours over at least six site visits</li> </ul>
Anatomy & Physiology	<p>Models from Ward's Science:  Sexless Teaching Torso  Somso Full-Figure Muscular Human Anatomy Model  Heart of America Model  Respiratory System and Heart  3B Scientific Introductory Circulatory System  Somso Skin Model  Female Disarticulated Skeleton  3B Scientific Rod Mount Skeleton  Ward's Bone Structure Model  3B Scientific MICROanatomy Bone Structure Model  Elsco Skull Model  3B Scientific Half-Head with Musculature  Elsco Brain with Arteries  Somso Kidney Structures Model  Somso Ovary Model  3B Scientific Pelvic Relief Models- Male  3B Scientific Pelvic Relief Models- Female  3B Scientific Introductory Eye in Orbit Model  3B Scientific Ear Model</p> <p><b>Dissection Specimen (recommend one specimen for every 3-5 students):</b>  9"-11" Single Fetal Pig  Sheep eye  Sheep Brains with Dura  Sheep Heart- Uncut  Student Dissecting set  Dissecting Tray with Wax</p> <p><b>Microscope Slides:</b> Ward's Science: Giant Multipolar Motor Neurons  Artery &amp; Vein  Ovary (mammalian)  Mature Follicles  Muscle (mammalian) 3 Types  Meissner's Corpuscle  Adult Scalp, Unpigmented, Lung, Pseudostratified, Ciliated, Columnar, Epithelium  Kidney (Mammal)  Elastic Cartilage (Rabbit)  Reticular tissue  Areolar  Stomach (fundic region)  Pituitary Gland</p>

	<p>Lymph node (mammal)          Thyroid and Parathyroid          Triarch Incorporated: Human Blood,          Bone Human Ground CS          Bone Decalcified CS LS          Testis Spermatogenesis          Mitosis Slide Whitefish Blastodisc          Jejunum          Squamous Epithelium          Adrenal Gland          Pancreas (Islands of Langerhans)</p>
<p>College Chemistry I          (for class of 32 working in          pairs):</p>	<p>Lab Equipment:</p> <ul style="list-style-type: none"> <li>Safety Splash Goggles (32)</li> <li>50 mL graduated cylinder (16)</li> <li>50 mL beaker (32)</li> <li>100 mL beaker (16)</li> <li>Analytical balance (at least 4 or more)</li> <li>Glass stirring rod (32)</li> <li>25 mL volumetric flask (16)</li> <li>Vernier Caliper (16)</li> <li>Alcohol-based thermometer (32)</li> <li>ruler (16)</li> <li>funnel 70 mm (16)</li> <li>large ice bucket (8)</li> <li>scissors (16)</li> <li>hot hands (32)</li> <li>150 mL beakers (32)</li> <li>Ring stand (32)</li> <li>funnel support or ring support (32)</li> <li>Spatulas (32)</li> <li>burette (32)</li> <li>burette clamp (32)</li> <li>125 mL Erlenmeyer Flasks (48)</li> <li>250 mL Erlenmeyer flasks (32)</li> <li>Wash/water bottle (32)</li> <li>Molecular model kit (instructor) Lcontains trigonal planar central atom</li> <li>600 mL beakers (32)</li> <li>100 mL Graduated cylinder (32)</li> <li>500 mL graduated cylinder (32)</li> <li>size 5 one-holed rubber stopper (16)</li> <li>size 6 – one-holed rubber stopper (16)</li> <li>hot plate (16)</li> <li>Droppers (32)</li> <li>Pennies (32)</li> </ul>

	<p>10 mL graduated cylinder (32)  400 mL beakers (32)  Borosilicate glass test tubes 25 x 150 mm heat resistant (32)  Chemicals (amount needed for entire course):  DI water readily available (distilled water as sub)  Sand (200 g+)  sodium chloride (400 g+)  Benzoic acid (200 g+)  iron filings (100g +)  Specific gravity metal cylinders 4 different if possible Cu, Zn, Al, Steel (8 of each)  aluminum pellets (500 g+)  Magnet bars 32  zinc sulfate heptahydrate (200 g+)  potassium carbonate (200g+)  Sodium carbonate (200 g+)  magnesium sulfate heptahydrate (200 g+)  calcium chloride dihydrate (200 g+)  Phenolphthalein indicator  dry potassium hydrogen phthalate (KHP) (200 g+)  Sodium hydroxide (200 g+)  store bought vinegar (1 gallon)  citric acid (100 g+)  boiling chips (1 container)  isopropanol (100 mL)  ethanol (100 mL)  ethanol (100 mL)  acetone (100 mL)  hexane (1600 mL)  1.00 M Hydrochloric acid (1000 mL)  1.00 M sodium hydroxide (1000 mL)  ammonium nitrate anhydrous (200 g+)  magnesium sulfate anhydrous (200 g+)  steel shot (500 g)  Zinc mossy (500 g)  Consumables (for entire course):  aluminum foil (one roll)  nitrile gloves (as needed)  12.5 cm filter paper (needed for two experiments)  weighing boat (as needed)  paper towels (as needed)  lighter (2)  crushed ice (as needed)</p>
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	<p>plastic wrap (1 roll) weighing paper (2 boxes) white paper ( 1 ream) plastic cup/coffee cup (32) 1 mL pipets (150 or box) capillary tubes (32 or 2 tubes for stock) balloons (32) Styrofoam coffee cups (64) handmade cardboard lid for Styrofoam cups (16)</p>
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# Board of Trustees

Date of Meeting February 23, 2026

Item Type Action

Item Name

Consider and Take Action to Approve New CTE Course Additions for the 2026-2027 School Year

District Goal

Teaching and Learning: Actively engage both teachers and students in comprehensive and consistent educational experiences that foster meaningful learning.

Summary

(Purpose/  
Objective)

The purpose of this action item is to approve the addition of Career and Technical Education courses for the 2026 – 2027 school year to address Texas Education Agency CTE course sunseting, updated Service ID numbers, and the restructuring of CTE Programs of Study. These changes allow the district to replace sunset courses with newly approved courses that align with current TEA requirements, the 2025 – 2030 Industry-Based Certification list, and existing district CTE pathways. Additionally, new courses are proposed to support growing student interest and workforce-aligned opportunities while maintaining compliance with PEIMS reporting and state accountability requirements.

Fiscal Impact

None. Courses will be supported using existing staff, facilities, and CTE funding sources.

Administrative  
Recommendation

Administration recommends the approval of the new CTE Course additions.

Attachments

2026-2027 New Course Additions List

Contact Person

Amanda Crawley, Deputy Superintendent of Instructional Svcs.

E-Mail Address

crawleya@ccisd.com

## New CTE Course Additions for 2026-2027

New Course	Program of Study	Career Cluster	Grade	Credits	CTE Tier	Service ID
Electrical Technology I	Electrical	Architecture & Construction	10-12	1	Level 2	13005600
Electrical Technology II	Electrical	Architecture & Construction	10-12	2	Level 3	13005700
Plumbing Technology I	Plumbing & Pipefitting	Architecture & Construction	10-12	1	Level 2	13006000
Plumbing Technology II	Plumbing & Pipefitting	Architecture & Construction	10-12	2	Level 3	13006100
Engineering Design Process	Engineering Foundations	Engineering	7-12	1	Level 1	12756001
Intermediate Computer Aided Design and Drafting	Engineering Foundations	Engineering	9-12	1	Level 2	13037360
Engineering Design and Presentation	Engineering Foundations	Engineering	9-12	1	Level 3	13036500
Hotel Management	Lodging & Resort Management	Hospitality & Tourism	9-12	1	Level 2	13022300
Event & Meeting Planning	Lodging & Resort Management	Hospitality & Tourism	9-12	1	Level 3	13022730
Hospitality Services	Lodging & Resort Management	Hospitality & Tourism	10-12	2	Level 3	13022800
Emergency Medical Technician	Fire Science	Law and Public Service	11-12	2	Level 3	N1303015



# Board of Trustees

Date of Meeting

Item Type

Item Name

Consider and Take Action on the Proposed Copperas Cove ISD 2026/2027 District Calendar

District Goal

Teaching and Learning: Actively engage both teachers and students in comprehensive and consistent educational experiences that foster meaningful learning.

Summary  
(Purpose/  
Objective)

Attached is a copy of the proposed CCISD 2026/2027 District Calendar. The proposed calendar includes more than the required 75,600 minutes.

Fiscal Impact

None

Administrative  
Recommendation

Administration recommends the approval of the CCISD 2026/2027 District Calendar.

Attachments

CCISD 2026/2027 District Calendar (Employee Work Calendar will be added once established and prior to publication.)

Contact Person

E-Mail Address



# Copperas Cove Independent School District 2026/2027 School Calendar



JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

COLOR CODES	
	New Teacher Orientation
	Pre-Service
	First Day of School
	Staff & Student Holiday
	Staff PD Day/Student Holiday
	EARLY OUT
	Video Flex Day/Student Holiday
	Staff Workday
[ ]	Begin/End Six Weeks
R	Report Cards
	Testing Dates
	Bad Weather Make-Up Day

GRADING PERIODS	
Start	End
Aug. 17, 2026	Sept. 18, 2026
Sept. 22, 2026	Oct. 29, 2026
Nov. 2, 2026	Dec. 18, 2026
Jan. 5, 2027	Feb 11, 2027
Feb. 16, 2027	Apr. 1, 2027
Apr. 5, 2027	May 26, 2027

EMPLOYEE WORK CALENDARS		
Days	Start	End

^ = Progress Grade Pull  
P = Progress Report



# Board of Trustees

Date of Meeting

Item Type

Item Name

District Goal

Summary  
(Purpose/  
Objective)

Fiscal Impact

Administrative Recommendation

Attachments

Contact Person  E-Mail Address

<b>Title</b>	<b>Genre</b>	<b>Level Rang</b>
THE Gift of Words	F-everyone	Elem
L.O.L. G.O.A.T. Laughs out loud	F- everyone	Elem
Job Wanted	F-everyone	Elem
Millie Fleur Saves the Night	F- Elem	Elem
A'ja Wilson: Basketball Shooting Star	Biography	Sports
Aaron Judge: Home Run Hero	Biography	Sports
Amanda Gorman (Spanish Edition)	Biography	Elem
Amazing Acrobats	Realistic Fiction	Elem
Amelia Earhart (Spanish Edition)	Biography	Elem
BMW	Realistic Fiction	Elem
Baltimore Ravens vs. Pittsburgh Steele	Sports	Elem
Beluga Whales	Animals	Science
Big Bike	Realistic Fiction	Elem
Big Chicken Mystery	Realistic Fiction	Elem
Booker T. Washington (Spanish Edition)	Biography	Elem
Bottlenose Dolphins	Animals	Science
Box Car Racers	Realistic Fiction	Elem
Caitlin Clark: Basketball Phenom	Biography	Sports
Camping Fun	Realistic Fiction	Elem
Cat Care	Realistic Fiction	Elem
Cat Origami	Crafts	Elem
Cesar Chavez (Spanish Edition)	Biography	Elem
Chicago Bears vs. Green Bay Packers	Sports	Elem
Cooking with Grandma	Realistic Fiction	Elem
Corvette	Realistic Fiction	Elem
Dallas Cowboys vs. Philadelphia Eagle	Sports	Elem
Dentist Day	Realistic Fiction	Elem
Dog Origami	Crafts	Elem
Dog Watch	Realistic Fiction	Elem
Dolores Huerta (Spanish Edition)	Biography	Elem
Dragon Catchers	Realistic Fiction	Elem
Ellen Ochoa (Spanish Edition)	Biography	Elem
Ferrari	Realistic Fiction	Elem
First Flight	Realistic Fiction	Elem
Fish Origami	Crafts	Elem
Flower Origami	Crafts	Elem
Food Origami	Crafts	Elem
Frederick Douglass (Spanish Edition)	Biography	Elem
Frida Kahlo (Spanish Edition)	Biography	Elem
Harley's Fun House Frenzy: Featuring	Superheroes	Elem
How Anime and Cartoons Are Made	Art	Technology
How Comics and Manga Are Made	Art	Technology
How Movies Are Made	Art	Technology
How Video Games Are Made	Art	Technology

Jaguar	Realistic Fiction	Elem
Jalen Hurts: Dual-Threat Quarterback	Biography	Sports
Jason Kelce: Gridiron Great	Biography	Sports
Kansas City Chiefs vs. Las Vegas Raic	Sports	Elem
Katie Ledecky: Swimming Legend	Biography	Sports
Kylian Mbappe: Soccer Icon	Biography	Sports
Lamborghini	Realistic Fiction	Elem
Last Kids on Earth (Graphic Novel)	Graphic Novels	Adventure
Lewis Hamilton: Racing Champion	Biography	Sports
Manatees	Animals	Science
My (Almost) Perfect Puppy	Realistic Fiction	
My New Best Friend	Realistic Fiction	
Nether Ghost	Humor	Adventure
New England Patriots vs. Miami Dolph	Sports	
Neymar: Soccer Magician	Biography	Sports
Orcas	Animals	Science
Player Attack	Humor	
Porsche	Realistic Fiction	Elem
Pottery Project	Realistic Fiction	
Princess in Black and the Prince in Pin	Superheroes	
Ronald Acuna Jr.: Baseball's Speedy	Biography	Sports
San Francisco 49ers vs. Los Angeles F	Sports	
Sea Otters	Animals	Science
Sidekicks	Graphic Novels	Adventure
Special Pumpkin	Realistic Fiction	
Speedy Sled	Realistic Fiction	
Star Origami	Crafts	
Super Science Stars	Realistic Fiction	
Underwater Heist	Animal Stories	Adventure
Unicorn Parade	Realistic Fiction	
Walruses	Animals	Science
What Do You Know About Pets?	Games	Animals
What Do You Know About Space?	Games	Space
What Do You Know About Sports?	Games	Sports
What Do You Know About Wild Animal	Games	Animals
A strange thing happened in Cherry H	Upper Elementary	3-6
Broken	Lower Elementary	K-3
Danilo Was Here	Upper Elementary	3-6
Fowl play	Upper Elementary	3-6
Gabby Torres gets a billion followers	Upper Elementary	3-6
Gracie under the waves	Upper Elementary	3-6
I'm a dumbo octopus! : a graphic guide	Upper Elementary	3-6
Introducing Sandwina : the strongest w	Upper Elementary	3-6
Lola	Upper Elementary	3-6
Mixed-up	Upper Elementary	3-6

Pocket Bear	Upper Elementary	3-6
Safe crossing	Lower Elementary	K-3
Saved by the smell	Lower Elementary	K-3
Speak up, Santiago! : a Hillside Valley	Upper Elementary	3-6
The Black Mambas : the world's first all	Lower Elementary	K-3
The invisible parade	Lower Elementary	K-3
The trouble with heroes	Middle School	5-8
The trouble with heroes	Middle School	5-8
Wanda hears the stars : a blind astronoc	Lower Elementary	K-3
Will's race for home : a western	Upper Elementary	3-6
The Case of the Heartbreak Heist	Mystery/Adventure Elementary Plu	Gr 2-5
The Star of Moon Village	Fantasy/Science Fiction Elementar	Gr 5-8
The Chase	Read Aloud Plus	PreS-Gr 1-2
I Am a Big Fish!: Ready-to-Read Level	Emergent Readers Plus	PreS-Gr 1-
Zeb and Bel: A Case of Bird Problems	Mystery/Adventure Elementary Plus	
Aku: Journey to Ibra	Fantasy/Science Fiction Elementary Plus	
Whirby	Read Aloud Plus	Elem
Nat the Cat Finds a Map	Emergent Readers Plus	Elem
Europa	Mystery/Adventure Elementary Plu	Elem
Bravepaw and the Heartstone of Alluri:	Fantasy/Science Fiction Elementar	Elem
The Future Book	Read Aloud Plus	Elem
Bad Banana	Emergent Readers Plus	Elem
Olive Oakes and the Haunted Carouse	Mystery/Adventure Elementary Plu	Elem
A Blood Moon: Snowlands #1	Fantasy/Science Fiction Elementar	Elem
Beginning, Middle, and End	Read Aloud Plus	Elem
Wally Mammoth: Hide-and-Seek	Emergent Readers Plus	Elem
The House Next Door	Mystery/Adventure Elementary Plu	Elem
The Planet, The Portal, and The Pizza	Fantasy/Science Fiction Elementar	Elem
Zip Zap Wickety Wack: A story about st	Read Aloud Plus	Elem
Bitty and Bub, best buds	Emergent Readers Plus	Elem
100 Days! An All Are Welcome Early R	Mystery/Adventure Elementary Plu	Elem
Asterwood	Fantasy/Science Fiction Elementar	Elem
Detective Beans: Adventures in Cat To	Read Aloud Plus	Elem
Help me Find My Hamster	Emergent Readers Plus	Elem
Amazing Daisies	Realistic fiction	P to 2
Amazing Daisies Hunt for Colors	Realistic fiction	P to 2
Ariel Takes the Reins	Fantasy fiction	P to 2
Timekeepers	Adventure Fiction, Hstorical Fictioc	2 to 5
Voyage with the Vikings	Adventure Fiction, Hstorical Fictioc	2 to 5
Ancient Olympics	Adventure Fiction, Hstorical Fictioc	2 to 5
First Flight	Adventure Fiction, Hstorical Fictioc	2 to 5
Eiffel Tower Emergency	Adventure Fiction, Hstorical Fictioc	2 to 5
Samurai Saga	Adventure Fiction, Hstorical Fictioc	2 to 5
Tesla Trap	Adventure Fiction, Hstorical Fictioc	2 to 5
Exploring Ancient Egypt	Adventure Fiction, Hstorical Fictioc	2 to 5

Aztec Adventure	Adventure Fiction, Historical Fiction	2 to 5
Beep Bop Boop!	Emergent Readers Plus	P to 2
Blurmp in Time	Graphic Novels, Humorous Fiction	4 to 7
Frozen Palace	Fantasy fiction	K to 3
Dance Show	Fantasy fiction	K to 3
Cupcake Contest	Fantasy fiction	K to 3
Magical Birthday	Fantasy fiction	K to 3
Learning to Fly	Fantasy fiction	K to 3
Live Stream	Adventure fiction	2 to 5
Glitch	Adventure fiction	2 to 5
Player vs Player	Adventure fiction	2 to 5
Hybrid Prince	Fantasy fiction	3 to 6
Talons of Power: A Graphic Novel	Graphic novels, Adventure fiction, Fantasy	4 to 7
Forge Your Dragon World	Literature and language	3 to 6
... and Now Miguel	Adventure fiction	3 to 6
Blue Velvet Chair	Realistic fiction	K to 3
Late Today	Animal fiction	K to 3
Do Not Bring Your Dragon to Recess	Animal fiction, Humorous fiction	P to 2
Invisible Parade	Fantasy fiction	K to 3
At the Rescue Cat Café	Animal fiction	P to 2
Bakery Dragon	Fantasy fiction, Animal fiction	K to 3
Bakery Dragon and the Fairy Cake	Fantasy fiction	K to 3
Chibi-Usagi: Attack of the Heebie Chibi	Graphic novels, Adventure fiction, Fantasy	4 to 7
Chibi Samurai Wants a Pet	Animal fiction, Realistic fiction	P to 2
Art of Getting Noticed	Graphic novels, Adventure fiction	1 to 4
You're Going to Love This Book!	Animal fiction, Humorous fiction	P to 2
Cool Bean Makes a Splash	Humorous fiction	K to 3
Shy Cat and the Stuff-the-Bus Challenge	Realistic fiction	3 to 6
Harry Potter and the Half-Blood Prince	Fantasy fiction, Adventure fiction	5 to 9
Harry Potter and the Order of the Phoenix	Fantasy fiction, Adventure fiction	5 to 9
Dragon and His Grandmother	Horror fiction	K to 3
Komodo Dragon vs. King Cobra	Biology	1 to 4
Taking Care of Your Dragon	Fantasy fiction, Humorous fiction	3 to 6
Trashed Techno Beats of Bremen: A Graphic Novel	Graphic novels, Humorous fiction	3 to 6
Three Blind Mice Race for Revenge: A Graphic Novel	Graphic novels, Humorous fiction	3 to 6
There Was an Old Mermaid Who Swallowed	Humorous fiction	K to 3
Pokémon: Battle Buddies!	Adventure fiction	2 to 5
Scyther, Heart of a Champion	Adventure fiction, Fantasy fiction	1 to 4
Pokémon	Sports and games	K to 3
Ride the Waves!	Adventure fiction	P to 2
Dog Show	Animal fiction	P to 2
Bluey	Animal Fiction	P to 2
Granny Mobile	Animal fiction	1 to 4
Bingo	Animal Fiction	K to 3
I Love My Family by Bluey and Bingo	Animal fiction	P to 2

Trains	Animal fiction	2 to 5
Cricket	Sports fiction,Animal fiction	K to 3
Super Jump Between Worlds!	Science fiction,Humorous fiction,A	1 to 4
Super Rabbit Boy vs. the Gigabot!	Adventure fiction,Animal fiction,Hu	K to 3
Mega Mole Girl Digs Deep!	Humorous fiction,Science fiction,A	K to 3
Super Game Book!	Humorous fiction,Science fiction,A	K to 3
Super Rabbit Boy World!	Adventure fiction,Animal fiction,Hu	1 to 4
Super Cheat Codes and Secret Modes	Humorous fiction,Science fiction,A	1 to 4
Everything NFL	Sports and games	5 to 9
Carolina Panthers	Sports and games	4 to 7
Cleveland Browns	Sports and games	4 to 7
Houston Texans	Sports and games	4 to 7
Miami Dolphins	Sports and games	4 to 7
Pittsburgh Steelers	Sports and games	4 to 7
Washington Commanders	Sports and games	4 to 7
Buffalo Bills	Sports and games	4 to 7
Cincinnati Bengals	Sports and games	4 to 7
Green Bay Packers	Sports and games	4 to 7
Los Angeles Rams	Sports and games	4 to 7
New York Giants	Sports and games	4 to 7
Tennessee Titans	Sports and games	4 to 7
Baltimore Ravens	Sports and games	4 to 7
Detroit Lions	Sports and games	4 to 7
Kansas City Chiefs	Sports and games	4 to 7
Los Angeles Chargers	Sports and games	4 to 7
New Orleans Saints	Sports and games	4 to 7
Tampa Bay Buccaneers	Sports and games	4 to 7
Atlanta Falcons	Sports and games	4 to 7
Denver Broncos	Sports and games	4 to 7
Jacksonville Jaguars	Sports and games	4 to 7
Las Vegas Raiders	Sports and games	4 to 7
New England Patriots	Sports and games	4 to 7
Seattle Seahawks	Sports and games	4 to 7
Arizona Cardinals	Sports and games	4 to 7
Chicago Bears	Sports and games	4 to 7
Dallas Cowboys	Sports and games	4 to 7
Indianapolis Colts	Sports and games	4 to 7
Minnesota Vikings	Sports and games	4 to 7
Philadelphia Eagles	Sports and games	4 to 7
San Francisco 49ers	Sports and games	4 to 7
Dolphin vs. Mako Shark	Nonfiction, Animal	4 to 7
Everything MLB	Sports and games	5 to 9
New York Yankees	Sports and games	3 to 6
MLB	Foreign languages,Sports and gar	4 to 7
MLB Teams	Sports and games	3 to 6

Seattle Mariners	Sports and games	3 to 6
St. Louis Cardinals	Sports and games	3 to 6
San Diego Padres	Sports and games	3 to 6
San Francisco Giants	Sports and games	3 to 6
Philadelphia Phillies	Sports and games	3 to 6
Pittsburgh Pirates	Sports and games	3 to 6
New York Mets	Sports and games	3 to 6
New York Yankees	Sports and games	3 to 6
Toronto Blue Jays	Sports and games	3 to 6
Washington Nationals	Sports and games	3 to 6
Tampa Bay Rays	Sports and games	3 to 6
Texas Rangers	Sports and games	3 to 6
Arizona Diamondbacks	Sports and games	3 to 6
Athletics	Sports and games	3 to 6
Cleveland Guardians	Sports and games	3 to 6
Colorado Rockies	Sports and games	3 to 6
Chicago White Sox	Sports and games	3 to 6
Cincinnati Reds	Sports and games	3 to 6
Boston Red Sox	Sports and games	3 to 6
Chicago Cubs	Sports and games	3 to 6
Atlanta Braves	Sports and games	3 to 6
Baltimore Orioles	Sports and games	3 to 6
Milwaukee Brewers	Sports and games	3 to 6
Minnesota Twins	Sports and games	3 to 6
Los Angeles Dodgers	Sports and games	3 to 6
Miami Marlins	Sports and games	3 to 6
Kansas City Royals	Sports and games	3 to 6
Los Angeles Angels	Sports and games	3 to 6
Detroit Tigers	Sports and games	3 to 6
Houston Astros	Sports and games	3 to 6
Force Recon	Nonfiction, US Military	3 to 6
Delta Force	Nonfiction, US Military	3 to 6
Night Stalkers	Nonfiction, US Military	3 to 6
Army Rangers	Nonfiction, US Military	3 to 6
US Space Force	Nonfiction, US Military	3 to 6
Air Commandos	Nonfiction, US Military	3 to 6
Life in the U.S. Air Force	Nonfiction, US Military	K to 3
Life in the U.S. National Guard	Nonfiction, US Military	K to 3
Life in the U.S. Navy	Nonfiction, US Military	K to 3
Life in the U.S. Marine Corps	Nonfiction, US Military	K to 3
Life in the U.S. Coast Guard	Nonfiction, US Military	K to 3
Life in the U.S. Army	Nonfiction, US Military	K to 3
Hockey in the Wild	Animal fiction, Humorous fiction	P to 2
Scariest Kitten in the World	Animal fiction, Humorous fiction	P to 2
Narwhal: Unicorn of the Arctic	Biology	K to 3

Across the Ice: How We Saved the Ojibwa	Animal fiction, Historical fiction	P to 2
All Around a Year	Animal fiction	K to 3
Bear in the Air	Animal fiction	P to 2
Quiet Forest	Animal fiction	K to 3
Broken	Realistic fiction, Animal fiction	P to 2
Day Leap Soared	Animal fiction	K to 3
Pigeon and Cat	Realistic fiction, Animal fiction	K to 3
Lap Cat	Animal fiction	K to 3
Seven and a Half Tons of Steel: A Postwar Story	Engineering	K to 3
Join the Army	Nonfiction, US Military	3 to 6
Join the Air Force	Nonfiction, US Military	3 to 6
Join the National Guard	Nonfiction, US Military	3 to 6
Join the Coast Guard	Nonfiction, US Military	3 to 6
U.S. Army	Nonfiction, US Military	2 to 5
Join the Marines	Nonfiction, US Military	3 to 6
Join the Navy	Nonfiction, US Military	3 to 6
U.S. Air Force	Nonfiction, US Military	2 to 5
U.S. Coast Guard	Nonfiction, US Military	2 to 5
U.S. National Guard	Nonfiction, US Military	2 to 5
U.S. Marine Corps	Nonfiction, US Military	2 to 5
U.S. Navy	Nonfiction, US Military	2 to 5
Everything NBA	Sports and games	5 to 9
NBA 2K	Sports and games	3 to 6
Basketball Records That Will Be Tough to Break	Sports and games	5 to 9
Football Records That Will Be Tough to Break	Sports and games	5 to 9
Hockey Records That Will Be Tough to Break	Sports and games	5 to 9
Baseball Records That Will Be Tough to Break	Sports and games	5 to 9
Gymnastics Records That Will Be Tough to Break	Sports and games	5 to 9
Auto Mechanic	Engineering	7 to 12
Sharing Society, Book 4: Volume 2	Graphic novels, Adventure fiction, Science fiction	5 to 9
Sharing Society, Book 3: Volume 2	Graphic novels, Adventure fiction, Science fiction	5 to 9
Sharing Society, Book 2: Volume 2	Graphic novels, Adventure fiction, Science fiction	5 to 9
Sharing Society, Book 1: Volume 2	Graphic novels, Adventure fiction, Science fiction	5 to 9
Exploring Fashion Design Careers	Visual arts	7 to 12
Exploring Health-Care Careers	Health	7 to 12
Exploring Service Trades Careers	Economics	7 to 12
Exploring Sports and Fitness Careers	Sports and games	7 to 12
La Distancia Entre Nosotros: Version J	Foreign languages, Biographies	5 to 9
Medalist 1	Graphic novels, Sports fiction	7 to 12
Medalist 2	Graphic novels, Sports fiction	7 to 12
Medalist 3	Graphic novels, Sports fiction	7 to 12
Medalist 4	Graphic novels, Sports fiction	7 to 12
Medalist 5	Graphic novels, Sports fiction	7 to 12
Mortal Instruments 9: The Graphic Novel	Graphic novels, Fantasy fiction	7 to 12
Seven All Alone	Mystery fiction	9 to 12

Exploring Careers in Engineering	Engineering,Career	7 to 12
Exploring Careers in the Gaming Industry	Sports and games	7 to 12
Exploring Jobs in the Skilled Trades	Economics	7 to 12
Health Careers Today	Health	9+
How to Choose Your Perfect Business	Economics	9 to 12
Intelligence and Cybersecurity Careers	War	7 to 12
Jobs in the U.S. Coast Guard	Government	7 to 12
Jobs in the U.S. Space Force	War	7 to 12
Black Trailblazers: 30 Courageous Vis	Biographies	5 to 9
Grimmelings	Fantasy fiction,Animal fiction	4 to 7
City of the Beasts	Adventure fiction	7 to 12
Forest of the Pygmies	Adventure fiction	7 to 12
Winter White: A Modern Retelling of St	Fiction	9 to 12
Kingdom of the Golden Dragon	Adventure fiction	7 to 12
Perfect Cover	Humorous fiction	7 to 12
Thrashers	Suspense fiction	7 to 12
Hidden Strings	Horror fiction	5 to 9
Nettle	Fantasy fiction	7 to 12
Sacred & The Divine	Fantasy fiction,Historical fiction	7 to 12
Jane Stays Dreaming	Realistic fiction,Love stories	5 to 9
Champion: A Graphic Novel	Graphic novels,Sports fiction,Realistic fiction	7 to 12
Reaching for Venus	Science fiction,Novels in verse	9 to 12
According to Plan	Realistic fiction	9 to 12
Better Catch Up, Krishna Kumar	Realistic fiction,Love stories	9 to 12
Better the Devil	Suspense fiction	9 to 12
Beyond Seven Forests	Historical fiction	9 to 12
Blood in the Water	Suspense fiction	9 to 12
Before We Wake	Realistic fiction,Love stories	9 to 12
Book of Octavinelle 2	Twisted Fairytales	9 to 12
Burning in the Bones	Adventure fiction,Fantasy fiction	9 to 12
Carnival Fantstico	Fantasy Fiction	9+
Cursed Queen's Daughter	Fantasy Fiction	9 to 12
Dead Fake	Suspense fiction	7 to 12
Enchanted to Meet You	Realistic fiction,Love stories	7 to 12
Enola Holmes and the Clanging Coffin	Mystery Fiction, Historical Fiction	7 to 12
Few Blue Skies	Realistic fiction	9 to 12
Freddie and Stella Got Hot	Realistic fiction	9 to 12
Goodbye and Everything After	Realistic fiction	7 to 12
Great Disillusionment of Nick and Jay	Historical fiction	7 to 12
Heart's Gambit	Fantasy fiction	7 to 12
Her Name in the Sky	Realistic fiction,Love stories	9 to 12
I Don't Wish You Well	Suspense fiction	9 to 12
If All the Stars Go Dark	Sci-fi Adventure, Love Story	9 to 12
Night Terror	Suspense fiction	7 to 12
Roommate Arrangement	Realistic fiction,Love stories	9 to 12

Run Home: A Graphic Memoir	Graphic Memoir	5 to 9
Sparking Fire out of Fate	Fantasy fiction	9 to 12
This Ain't Our First Rodeo	Realistic fiction,Love stories	7 to 12
Resurrectionist	Historical fiction,Horror fiction	9+
UnWholly	Science fiction	7 to 12
Winglets Quartet (the First Four Stories	Adventure fiction,Fantasy fiction	3 to 6
Queens of Fennbirn	Fantasy fiction	9 to 12
Starsight	Science fiction	7 to 12
Skyward	Science fiction	7 to 12
Rule	Fantasy fiction	9 to 12
This Wretched Beauty: A Dorian Gray F	Remixed Classics	7 to 12
Same Backward as Forward	Love stories	7 to 12
Glass Scientists 3	Graphic novels,Science fiction,Hur	9 to 12
Case of the Disappearing Duchess	Mystery fiction,Historical fiction	4 to 7
Superman: Dawnbreaker	Adventure fiction	7 to 12
Brighter Than Nine	Fantasy fiction	7 to 12
Eris Eternal	Graphic novels,Adventure fiction,S	7 to 12
Game of Code	Graphic novels,Adventure fiction,S	7 to 12
Rebel Mages: Wandfasted/Light Mage	Fantasy fiction	7 to 12
Downfall	Fantasy fiction	9 to 12
And the River Drags Her Down	Horror fiction	9 to 12
Break Wide the Sea	Fantasy fiction	9 to 12
King in Yellow	Short stories,Horror fiction	9+
Sun and the Star	Adventure fiction,Fantasy fiction	7 to 12
From the World of Percy Jackson: The	Adventure fiction,Fantasy fiction	7 to 12
Bound by Stars	SciFi, Love Stories	9 to 12
Butterfly Heart	Realistic fiction	7 to 12
Fate so Cold	Love stories,Fantasy fiction	7 to 12
Hazelthorn	Horror fiction	9 to 12
Hidden Girl	Suspense fiction	9 to 12
Spy X Family, Vol. 15	Graphic novels,Humorous fiction,A	9 to 12
I Wish I Didn't Have to Tell You This	Biographies	9 to 12
I've Got My Love to Keep Me Warm	Love stories	7 to 12
#NoEscape	Humorous fiction,Adventure fiction	9 to 12
Gone Wolf	Realistic fiction	5 to 9
Others	Horror fiction	7 to 12
Red Flags and Butterflies	Realistic fiction	9 to 12
Right Where We Belong	Fantasy fiction,Adventure fiction,Lc	9 to 12
Roar of the Lambs	Suspense fiction,Fantasy fiction	9 to 12
Split the Sky	Realistic fiction	9 to 12
Time Traveler's History of Tomorrow	Love stories,Science fiction	9 to 12
We're Not Safe Here	Horror fiction	9 to 12
Wicked Lies of Habren Faire	Fantasy fiction,Love stories	9 to 12
Demon Slayer: Kimetsu Academy	Graphic novels,Humorous fiction,A	7 to 12
Demon Slayer: Kimetsu Academy 2	Graphic novels,Humorous fiction,A	7 to 12

Demon Slayer: Kimetsu Academy 5	Graphic novels, Humorous fiction, A	7 to 12
Demon Slayer: Kimetsu Academy 1	Graphic novels, Humorous fiction, A	7 to 12
Demon Slayer: Kimetsu Academy 3	Graphic novels, Humorous fiction, A	7 to 12
Demon Slayer: Kimetsu Academy 4	Graphic novels, Humorous fiction, A	7 to 12
Demon Slayer: Kimetsu Academy 6	Graphic novels, Humorous fiction, A	7 to 12
Not-Sew-Wicked Stepmom 8	Graphic Novel, Fantasy Fiction	7 to 12
Not-Sew-Wicked Stepmom 7	Graphic Novel, Fantasy Fiction	7 to 12
Not-Sew-Wicked Stepmom 6	Graphic Novel, Fantasy Fiction	7 to 12
Blank Canvas: My So-Called Artist's Jc	Graphic novels, Realistic fiction	7 to 12
Blank Canvas: My So-Called Artist's Jc	Graphic novels, Realistic fiction	7 to 12
Demon Prince of Momochi House 3	Graphic novels, Love stories, Fanta	9 to 12
Demon Prince of Momochi House 1	Graphic novels, Love stories, Fanta	9 to 12
Demon Prince of Momochi House 2	Graphic novels, Love stories, Fanta	9 to 12
Demon Prince of Momochi House, Vol	Graphic novels, Love stories, Fanta	9 to 12
Demon Prince of Momochi House, Vol	Graphic novels, Love stories, Fanta	9 to 12
Demon Prince of Momochi House, Vol	Graphic novels, Love stories, Fanta	9 to 12
Dragon Knight's Beloved Vol. 5	Graphic novels, Love stories, Fanta	9 to 12
Dragon Knight's Beloved Vol. 6	Graphic novels, Love stories, Fanta	9 to 12
Haunted Bookstore: Gateway to a Para	Fantasy, Ghost Stories	7 to 12
Robot Army	Fantasy Fiction	9 to 12
Spark of White Fire	Science fiction, Fantasy fiction	7 to 12
Great Alone	Realistic fiction	9+
Women: A Novel	Historical fiction	9+
Burn the Water	Survival Fiction	7 to 12
10 ways to use a college degree in cor	004 - Computer Science	5 to 8
180 degrees	Fiction	YA
50 women in technology	609 - Technology	AD
The academy	813 - American Literature	YA
Advanced vehicle developers	629-Engineering	AD
AI and deception : plagiarism, deepfak	006 - Computer Science	YA
Always raining here	741.5	YA
Arcana. The Lost Heirs	741.5	YA
Atmosphere : a love story	813 - American Literature	YA
Aurora. Volume 1	741.5	AD
Avatar, the last airbender. Ashes of the	741.5	YA
The basketball game : a graphic novel	Graphic Novel, Social Science	YA
Basketball now! : the the inside stories	796 - Sports	AD
Bone broth	741.5	YA
Bury our bones in the midnight soil	813 - American Literature	AD
Champion : a graphic novel	741.5	YA
Changing goals	Fiction	YA
Down and out	Fiction	YA
Dreams. Volume 1, Visions of the crow	741.5	YA
Duck and cover	741.5	YA
Fate, the Winx saga. Volume one, Dark	741.5	YA

Five nights at Freddy's. Tales from the	741.5	YA
Hit just right	Fiction	YA
The honey witch	813 - American Literature	YA
In mourning	155 - Psychology	YA
It's not summer without you	Fiction	YA
Jonesy complete collection	741.5	YA
Just Between Us A Graphic Novel	741.5	YA
The lightweight	Fiction	YA
Line up	Fiction	YA
No easy race	Fiction	YA
A second shot	Fiction	AD
Seeing stars	Fiction	YA
A short walk through a wide world : a n	813 - American Literature	AD
Taking control	Fiction	YA
Wings	Fiction	YA

**COPPERAS COVE INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

Date: 2/09/2026 Presented By: Dr. Hawk

Subject: SB 11 Resolution Related Page(s) Attached

**Action**

**BOARD GOAL:**

**BACKGROUND INFORMATION:**

The district has many avenues in which students and staff are free to pray both in the school day and out of the school day. There has been no local community concern that students nor staff have been denied prayer time. There has been no student or staff concern expressed that there were no adequate prayer opportunities within the district time of operations. The district is extremely understanding of the importance of prayer and recommends that we continue to meet the unique needs of our community without any changes to our operations or the instructional day.

**RECOMMENDATION:**

Continue to operate by meeting the needs of our community as we have been doing and not alter the school day or operations by approving the faith-based resolution attached.

**BOARD ACTION REQUIRED**

Motion, second, vote

**To:** Texas School Board Members  
**From:** Texas Faith Leaders  
**Re:** State-Organized Prayer in Texas Schools (SB11)  
**Date:** January 8, 2026

Dear Superintendents and School Board Trustees,

We, the undersigned faith leaders, support religious liberty and the right of students to pray at school without government interference. Public education is both a place where students of all faiths come together to learn and a vital institution that prepares students to live in a society of many religions.

We believe in the value of religious instruction. We also understand that the responsibility for religious instruction lies with students, their families, and their local faith communities—not with public schools, and not organized or directed by the state.

By requiring school boards to vote on a state-designated time for prayer and religious text study, Texas' state-organized prayer in school law, SB11, threatens to drive a wedge into public school communities and create unnecessary administrative burdens. Existing laws protect Texas public school students' right to pray and read religious texts at school without government interference—and without the administrative burden that SB11 places on schools and parents.

If SB11's prayer policy is approved, schools will be required to track consent forms, designate non-instructional time for prayer, identify private prayer spaces, and ensure non-participating students are not coerced to pray. Requiring families to opt into a system that already protects their children's religious rights at school distracts from a school's mission of educating children. Students who do not opt in might be bullied and ostracized, and students may feel pressure to opt in to gain favor and time with teachers or coaches. State-sponsored prayer time will also cause division among students based on their religious beliefs.

Instead of approving SB11's misguided state-organized prayer policy, we urge you to pass the attached resolution as an alternative for approval by the School Board. It affirms students' right to prayer and religious study under existing law and respects the religious diversity within public schools. We ask you to support religious freedom in our schools and reject SB11's state-organized prayer policy.

We are available for questions and testimony if we can be helpful in these efforts.

Thank you,

Undersigned Texas Faith Leaders

# DRAFT RESOLUTION

## BOARD OF TRUSTEES

\_\_\_\_\_ INDEPENDENT SCHOOL DISTRICT

### RESOLUTION

#### Resolution Affirming Our Constitutional and Legal Right to Choose to Pray in School

**WHEREAS**, the First Amendment to the U.S. Constitution protects students' religious freedom in public school. Specifically, the Establishment Clause ensures that the government cannot favor any particular religious belief or religion over non-belief, and the Free Exercise Clause ensures that individuals have the right to practice their religious beliefs, free from government interference; and

**WHEREAS**, Article I, § 6 of the Texas Constitution guarantees the “separation of church and state” and embodies the principle that “religion is a matter of private conscience with which the state . . . is forbidden to interfere.” *Watts v. Watts*, 563 S.W.2d 314, 317 (Tex. Civ. App. 1978), writ refused NRE (July 5, 1978), disapp'd on other grounds by *Jones v. Cable*, 626 S.W.2d 734 (Tex. 1981); and

**WHEREAS**, the Texas Religious Freedom Restoration Act, Tex. Civ. Prac. & Rem. Code § 110.003, prohibits school districts and other government entities from “substantially burden[ing] a person's free exercise of religion”; and

**WHEREAS**, the Texas Education Code § 25.901 affirms that “[a] public school student has an absolute right to individually, voluntarily, and silently pray or meditate in school in a manner that does not disrupt the instructional or other activities of the school. A person may not require or coerce a student to engage in or refrain from such prayer or meditation during any school activity”; and

**WHEREAS**, the Texas Education Code § 25.082(d) establishes a school district's ability to institute a period of silence during which students may choose to “reflect, pray, meditate, or engage in any other silent activity that is not likely to interfere with or distract another student”;

#### NOW, LET IT BE HEREBY RESOLVED

**THAT** the \_\_\_\_\_ ISD Board of Trustees is committed to cultivating and maintaining a respectful school environment for students and teachers of any or no religious background; and

**THAT** the \_\_\_\_\_ ISD Board of Trustees, in consideration of the laws and policies recited above, votes against a resolution to adopt a state-organized prayer policy for our district, as contemplated by S.B. 11, 89th Legislature, codified at Texas Education Code § 25.0823.

PRESENTED AND APPROVED \_\_\_\_\_

**Rabbi Mara Nathan**

Alamo Heights ISD  
*Judaism*

**Rabbi Samuel Stahl**

Alamo Heights ISD  
*Reform Judaism*

**Rabbi Gideon Estes**

Alief ISD  
*Conservative Judaism*

**James Dickey**

Arlington ISD  
*Baptist*

**Rev. Stephen Goss**

Arlington ISD  
*Christian Church (Disciples of Christ)*

**Dan Malone**

Arlington ISD  
*Baptist*

**Rev. Samuel Voth Schrag**

Arlington ISD  
*Mennonite Church USA*

**Rev. Kristin Warthen**

Arlington ISD  
*United Methodist Church*

**Rev. Allison Angell**

Austin ISD  
*United Methodist Church*

**Kate Bremer**

Austin ISD  
*Evangelical Lutheran Church in America*

**Christopher Bunch**

Austin ISD  
*Not Affiliated*

**Elizabeth Dunning**

Austin ISD  
*Presbyterian (PCUSA)*

**Rabbi Will Hall**

Austin ISD  
*Reform Judaism*

**Shelly Hargrove**

Austin ISD  
*Baptist*

**Dr. Bill Hirt**

Austin ISD  
*Roman Catholic*

**Rabbi Brian Leiken**

Austin ISD  
*Reform Judaism*

**Rabbi Kelly Levy**

Austin ISD  
*Reform Judaism*

**Dr. Al Lindsey**

Austin ISD  
*United Methodist Church*

**Susan Lippe**

Austin ISD  
*Judaism*

**Dr. Janet Love**

Austin ISD  
*Interfaith*

**Dr. Griff Martin**

Austin ISD  
*Baptist*

**Janet Maykus**

Austin ISD  
*Christian Church (Disciples of Christ)*

**Pastor Katie Rode**  
Austin ISD  
*Evangelical Lutheran Church in America*

**Rev. Carrie Schoenert Houston**  
Austin ISD  
*Cooperative Baptist*

**Rev. Cathy Stone**  
Austin ISD  
*United Methodist Church*

**Paul Alexander**  
Beaumont ISD  
*Presbyterian (PCUSA)*

**Catherine Allen**  
Beaumont ISD  
*Cooperative Baptist*

**Rev. Michael Dunson**  
Belton ISD  
*Christian Church (Disciples of Christ)*

**Rev. Barry Sharp**  
Belton ISD  
*United Methodist Church*

**Katherine Langford**  
Birdville ISD  
*United Methodist Church*

**Rev. Andrew Thompson**  
Buffalo ISD  
*United Methodist Church*

**Dr. Robert Thrift**  
China Spring ISD  
*Cooperative Baptist*

**LaRinda Horan**  
Clear Creek ISD  
*Cooperative Baptist*

**Rabbi Edwin Goldberg**  
Conroe ISD  
*Reform Judaism*

**Dr. Mike Hall**  
Conroe ISD  
*Evangelical Lutheran Church in America*

**Rabbi Gabrielle Cohn**  
Corpus Christi ISD  
*Reform Judaism*

**Dr. James Klein**  
Corpus Christi ISD  
*Not Affiliated*

**Kris Redus**  
Corpus Christi ISD  
*Baptist*

**Shirley Hanna**  
Crowley ISD  
*Baptist*

**Dr. Ernest Brooks**  
Dallas ISD  
*Baptist*

**Rabbi Holly Cohn**  
Dallas ISD  
*Judaism*

**Rev. Dr. Kendrick Crawford**  
Dallas ISD  
*Christian Church (Disciples of Christ)*

**Dale Dietert**  
Dallas ISD  
*North American Lutheran Church*

**Chaplain R.Mark Grace**  
Dallas ISD  
*Baptist*

**Dr. Daniel Kanter**  
Dallas ISD  
*Unitarian Universalism*

**Rabbi Nancy Kasten**  
Dallas ISD  
*Judaism*

**Rabbi Michael Lewis**  
Dallas ISD  
*Reform Judaism*

**Dr. George Mason**  
Dallas ISD  
*Baptist*

**Rev. Georgia McKee**  
Dallas ISD  
*Baptist*

**Mike McWilliams**  
Dallas ISD  
*Cooperative Baptist*

**Rabbi Debra Robbins**  
Dallas ISD  
*Judaism*

**Margaret Rounseville**  
Dallas ISD  
*Presbyterian (PCUSA)*

**Rev. James Rowe**  
Dallas ISD  
*Evangelical Lutheran Church in America*

**Casey Shobe**  
Dallas ISD  
*Episcopal Church*

**Rabbi David Stern**  
Dallas ISD  
*Judaism*

**Elaine Stillman**  
Dallas ISD  
*Judaism*

**Rev. Dr. Neil Thomas**  
Dallas ISD  
*United Church of Christ*

**David Tuthill**  
Dallas ISD  
*Episcopal Church*

**Ian Campbell**  
Denton ISD  
*Non Denominational*

**Stephen Reeves**  
Dripping Springs ISD  
*Cooperative Baptist*

**Lynda Blevins**  
Duncanville ISD  
*Southern Baptist Church*

**Mayor Todd Flippo**  
Eagle Mountain-Saginaw ISD  
*United Methodist Church*

**Rabbi Benjamin Zeidman**  
El Paso ISD  
*Judaism*

**Edward Morris**  
Forney ISD  
*Non Denominational*

**Cantor Renee Waghalter**  
Fort Bend ISD  
*Judaism*

**Cantor Sheri Allen**  
Fort Worth ISD  
*Judaism*

**Rev. Karen Calafat**

Fort Worth ISD  
*Episcopal Church*

**Rev. Dr. Natalya Cherry**

Fort Worth ISD  
*United Methodist Church*

**Rev. Susan Feurzeig**

Fort Worth ISD  
*Evangelical Lutheran Church in America*

**puck glass**

Fort Worth ISD  
*Judaism*

**Rev. Suzanne Halbert**

Fort Worth ISD  
*Christian Church (Disciples of Christ)*

**Rev. Kristin Klade**

Fort Worth ISD  
*Evangelical Lutheran Church in America*

**Gloria Long**

Fort Worth ISD  
*Episcopal Church*

**Tiffany McClain**

Fort Worth ISD  
*Baptist*

**Rabbi Ralph Mecklenburger**

Fort Worth ISD  
*Reform Judaism*

**Dr. Wayne Menking**

Fort Worth ISD  
*Evangelical Lutheran Church in America*

**Caryl Sherman-Gonzalez**

Fort Worth ISD  
*Non Denominational*

**Rev. Ginger Watson**

Fort Worth ISD  
*United Methodist Church*

**Rabbi Brian Zimmerman**

Fort Worth ISD  
*Judaism*

**Alyssa Dequeant**

Garland ISD  
*Episcopal Church*

**Rev. Diane Pennington**

Garland ISD  
*Presbyterian (PCUSA)*

**Rev. John Zeigler**

Georgetown ISD  
*Presbyterian (PCUSA)*

**Mary Lou Felch**

Granbury ISD  
*Christian Church (Disciples of Christ)*

**Leslie Todd**

Greenville ISD  
*Unitarian Universalism*

**Fr. Dennis Schafer**

Harlandale ISD  
*Catholic*

**Pam Gonzalez**

Hays CISD  
*United Methodist Church*

**Rabbi Joshua Fixler**

Houston ISD  
*Reform Judaism*

**Friedrich Gartner**

Houston ISD  
*Catholic*

**Sydney Greenblatt**

Houston ISD

*Judaism*

**Rabbi Steve Gross**

Houston ISD

*Judaism*

**Dr. Bill Kerley**

Houston ISD

*United Methodist Church*

**Rev. Dr. Dan King**

Houston ISD

*Unitarian Universalism*

**Rabbi David Lipper**

Houston ISD

*Reform Judaism*

**Rev. Laura Mayo**

Houston ISD

*American Baptist*

**Rev. Cindy Mood**

Houston ISD

*Presbyterian (PCUSA)*

**Keith Rosen**

Houston ISD

*Reform Judaism*

**Rev. Omar Rouchon**

Houston ISD

*Presbyterian (PCUSA)*

**Rabbi Adrienne Scott**

Houston ISD

*Judaism*

**Cantor Rollin Simmons**

Houston ISD

*Judaism*

**Lisa Stone**

Houston ISD

*Judaism*

**Ann Sullivan**

Houston ISD

*Baptist*

**Rev. Deborah Whisnand**

Houston ISD

*United Church of Christ*

**Rabbi Dan Gordon**

Humble ISD

*Judaism*

**Cori Tucker**

Hurst-Euless-Bedford ISD

*Not Affiliated*

**Amanda Wertz**

Hurst-Euless-Bedford ISD

*Baptist*

**Rabbi Marina Yergin**

Judson ISD

*Reform Judaism*

**Mark Walker**

Katy ISD

*United Methodist Church*

**Tana Weiss**

Katy ISD

*United Methodist Church*

**Dr. Dan Stiver**

Keller ISD

*Baptist*

**Kathleen Bryson**

Kerrville ISD

*Episcopal Church*

**Janet Crawford**

Killeen ISD  
*Baptist*

**Matthew Wesson**

Klein ISD  
*United Church of Christ*

**Lynnette Beavers**

Lewisville ISD  
*United Methodist Church*

**Rabbi Geoffrey Dennis**

Lewisville ISD  
*Judaism*

**Rev. Chris Rothbauer**

Lewisville ISD  
*Unitarian Universalism*

**Emma Martinez**

Lubbock ISD  
*Baptist*

**Rev. Katie Hays**

Mansfield ISD  
*Christian Church (Disciples of Christ)*

**Rabbi Nathan Farb**

McAllen ISD  
*Reform Judaism*

**Jeannette Keton**

McKinney ISD  
*United Methodist Church*

**Rabbi Lisa Goldstein**

North East ISD  
*Reform Judaism*

**Roger Lance Mayes**

North East ISD  
*Cooperative Baptist*

**Dr. Paul Ziese**

North East ISD  
*Episcopal Church*

**Diana Bridges**

Northside ISD  
*Cooperative Baptist*

**Robin Diamond**

Northside ISD  
*Judaism*

**Rev. Jacqueline Freeman**

Northside ISD  
*United Methodist Church*

**The Rev. Dr. Edward Kern**

Northside ISD  
*Evangelical Lutheran Church in America*

**Rev. Sandra Leifeste**

Northside ISD  
*Evangelical Lutheran Church in America*

**Dr. Richard Pressman**

Northside ISD  
*Judaism*

**Carissa Vega**

Northside ISD  
*Non Denominational*

**Meredith Bewley**

Pflugerville ISD  
*Christian Church (Disciples of Christ)*

**Rev. Dr. Donald Kuntz**

Pharr-San Juan-Alamo ISD  
*United Methodist Church*

**Rev. Mara Bim**

Plano ISD  
*Baptist*

**Rev. Daniel Gowan**  
Plano ISD  
*Presbyterian (PCUSA)*

**Almas Muscatwalla**  
Plano ISD  
*Islam*

**Rabbi Andrew Paley**  
Plano ISD  
*Reform Judaism*

**Rabbi Seymour Rossel**  
Plano ISD  
*Judaism*

**Wendy Campbell**  
Richardson ISD  
*United Women in Faith*

**Rabbi Michael Tevya Cohen**  
Richardson ISD  
*Judaism*

**Rev. Beth Dana**  
Richardson ISD  
*Unitarian Universalism*

**Rabbi Kimberly Herzog Cohen**  
Richardson ISD  
*Reform Judaism*

**Rick Hibbs**  
Richardson ISD  
*Baptist*

**Alice Nunns**  
Richardson ISD  
*United Methodist Church*

**Rabbi Amy Rossel**  
Richardson ISD  
*Reform Judaism*

**Rev. Kerry Smith**  
Richardson ISD  
*United Methodist Church*

**Thad Soles**  
Richardson ISD  
*Not Religious*

**Janis Townsend**  
Richardson ISD  
*Baptist*

**Sharon Vickrey**  
Richardson ISD  
*Baptist*

**Hallie Weiner**  
Richardson ISD  
*Judaism*

**Rev. James Bridges**  
Rockwall ISD  
*Unitarian Universalism*

**Rev. Dr. Sarah Henseler**  
Round Rock ISD  
*United Church of Christ*

**Rev. Lawrence Gipson**  
San Antonio ISD  
*Christian Church (Disciples of Christ)*

**Lisa Johnson**  
San Antonio ISD  
*Unity*

**Rabbi David Kaplinsky**  
San Antonio ISD  
*Judaism*

**Rev. Edwina Baethge**  
San Marcos ISD  
*Evangelical Lutheran Church in America*

**Carrie DeLeon**  
Spring ISD  
*United Methodist Church*

**Emily Prevost**  
Temple ISD  
*Baptist*

**Rabbi Neal Katz**  
Tyler ISD  
*Judaism*

**Bill Routon**  
Tyler ISD  
*United Methodist Church*

**Dr. Jerry Faught**  
Wichita Falls ISD  
*Baptist*

**Dr. Michael Maness**  
Woodville ISD  
*Baptist*

**Rev. Michael Davis**  
Wylie ISD  
*Buddhism*

 **AIA® Document A133® – 2019****Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the 23<sup>rd</sup> day of February in the year 2026  
(In words, indicate day, month, and year.)

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

Copperas Cove Independent School District  
408 S. Main St.  
Copperas Cove, Texas 76522  
254.547.1227: T  
254.547.1542: F

and the Construction Manager:  
(Name, legal status, address, and other information)

Berry and Clay, Inc.  
190 West First Street  
Rusk, Texas 75785  
903.683.2381: T  
903.721.2762: M  
903.683.4019: F

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

**Copperas Cove ISD 2025 Bond Projects**

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

Goodwin - Lasiter, Inc. d/b/a GLS  
1609 S. Chestnut, Suite 202  
Lufkin, Texas 75901  
936.637.4900: T

The Owner and Construction Manager 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 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.

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## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Initial Information for the Project is set forth in this Section 1.1 to the extent known at the time this Agreement is executed.

*(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 Project:

#### **Copperas Cove ISD 2025 Bond Projects:**

- **Copperas Cove High School Renovation with CTE and Program Expansion**
  - Replaces aging infrastructure with modern, durable materials
  - Improves safety through reconfiguration of entries and high-traffic areas
  - Increases instructional spaces, including labs, classrooms, and collaborative areas
  - Increases career and technical education spaces that ensures each program has learning space which meets industry standards
  - Upgrades to support trades such as nursing, culinary arts, technology and agricultural science
  - Expands hands-on learning opportunities for students
  - Aligns with workforce needs and college readiness standards
  - Provide additional retail opportunities for CTE programs
  - Replace aging infrastructure systems at the end of their life cycles and increasing electrical capacity at the campus

- Addition of 55 new classrooms and labs to alleviate overcrowding and provide workspace for every teacher
- Cafeteria expansion can fit more than 400 additional students and adequately accommodate the student body
- **Fairview/Jewell Elementary School Renovations**
  - New, larger cafeteria space with classrooms constructed in a centralized location on campus
  - Renovate Miss Jewell wing to bring classrooms up to modern educational standards
  - Modernize classroom spaces across campus
  - Ensure ADA compliance across campus to serve all students and staff members
- **Copperas Cove Jr. High School Renovation**
  - Expanded cafeteria to include restrooms, providing improved staff monitoring of students during lunch periods
  - Renovate and modernize each wing in the 60-year-old campus in order to ensure a 21st-century learning environment for all students
- **CCHS Fine Arts & Locker Room Facilities**
  - Additional band hall facilities to increase rehearsal spaces, storage and accommodate growing band program
  - Expansion to the athletic annex to provide an expanded weight room & appropriate locker rooms for every student-athlete

§ 1.1.2 Intentionally Omitted.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:  
(Provide total and, if known, a line item breakdown.)

TBD

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

- .1 Design phase milestone dates, if any:
- .2 Construction commencement date:
- .3 Substantial Completion date or dates:

The Substantial Completion Date shall be as stated in the Guaranteed Maximum Price Amendment.

- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

*See, Owner's Request for Proposal and other Solicitation Documents for a Construction Manager, together with all documents contained therein and any newspaper advertisement related to same*

§ 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.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7 Other Project information:**

*(Identify special characteristics or needs of the Project not provided elsewhere.)*

*See, Owner's Request for Proposal and other Solicitation Documents for a Construction Manager, together with all documents contained therein and any newspaper advertisement related to same*

**§ 1.1.8 The Owner identifies the following representative(s) in accordance with Section 4.2:**

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

- The CCISD Board of Trustees
- CCISD Superintendent of Schools, or such other person as designated by the CCISD Board of Trustees
  - The Owner may change or add to its representative(s) at any time and at the sole discretion of the Board of Trustees without invalidating any part of this Agreement.

**§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:**

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

Courtney Kelly, AIA  
Goodwin - Lasiter, Inc. d/b/a GLS  
1609 S. Chestnut, Suite 202  
Lufkin, Texas 75901  
936.637.4900: T

ckelly@glstexas.com

**§ 1.1.10 Intentionally Omitted.**

**§ 1.1.11 The Architect's representative:**

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

Courtney Kelly, AIA  
Goodwin - Lasiter, Inc. d/b/a GLS  
1609 S. Chestnut, Suite 202  
Lufkin, Texas 75901  
936.637.4900: T  
ckelly@glstexas.com

**§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:**

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

Danny Berry, President  
Berry and Clay, Inc.  
190 West First Street  
Rusk, Texas 75785  
903.683.2381: T  
903.721.2762: M  
903.683.4019: F  
d.berry@berryandclay.com

**§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:**

*(List any Owner-specific requirements to be included in the staffing plan.)*

*See, Owner's Request for Proposal and other Solicitation Documents for a Construction Manager, together with all documents contained therein and any newspaper advertisement related to same*

**§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:**

*(List any Owner-specific requirements for subcontractor procurement.)*

*See Article 9 herein.*

**§ 1.1.15** Other Initial Information on which this Agreement is based:

*See, Owner's Request for Proposal and other Solicitation Documents for a Construction Manager, together with all documents contained therein and any newspaper advertisement related to same*

**§ 1.2** The Owner and Construction Manager recognize that the Initial Information may materially change.

**§ 1.3** The Construction Manager's representative shall not be changed without ten (10) days' prior written notice to the other party.

**ARTICLE 2 GENERAL PROVISIONS**

**§ 2.1 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. General Conditions of the Contract for Construction" or "A201-2017" shall refer to the General Conditions document that pertains to the Project, as modified or amended by the Owner. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and/or identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement or any amendments to this Agreement, this Agreement and any amendments to it shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

**§ 2.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request. The Owner agrees to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

**§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply in all respects. As between the Owner and the Construction Manager, the term "Contractor" as used in the A201-2017 General Conditions document pertaining to the Project, as modified by the Owner, or as used in any of the other Conditions of the Contract shall refer to or be understood to mean the "Construction Manager."

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. As between the Owner and the Construction Manager, the term "Contractor" as used in the A201-2017 General Conditions document pertaining to the Project, as modified by the Owner, or as used in any of the other Conditions of the Contract shall refer to or be understood to mean the "Construction Manager."

**ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The foregoing notwithstanding, the Construction Phase cannot commence, and no construction services may be performed, until the Payment and Performance Bonds, and the Construction Manager's insurance, as required by the Contract Documents, have been provided by the Construction Manager and approved by the Owner. The Construction Manager shall identify a representative authorized to act on behalf of the Construction

Manager with respect to the Project. All services provided by the Construction Manager under this Agreement and the Contract shall be performed with the level of care, diligence, competence and skill generally prevailing for such services among construction managers at-risk performing similar services for projects of similar scope and complexity in Texas.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services, and the preparation of schedules, estimates, and other Preconstruction Services shall be performed with the level of diligence, competence and skill generally prevailing for such services among construction managers at-risk performing similar services for projects of similar scope and complexity in Texas. The Construction Manager shall use qualified and experienced professionals and exercise reasonable care in preparing schedules, estimates, and other Preconstruction Services. The Owner and 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 Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report in writing to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager, or of which the Construction Manager knew or should have known. The Construction Manager shall, in writing, certify to the Owner that the Project has been constructed in accordance with the construction documents prepared by the Architect and shall execute the Certification of Project Compliance form developed by the Texas Education Agency. The certification shall be in a form that is acceptable to the Owner.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 3.1.3.4** The Construction Manager shall review the Contract Documents to ascertain whether the components of the mechanical, electrical, and plumbing systems may be constructed without interference with each other, or with the structural or architectural components of the Project. In the event conflicts between such systems are discovered, the Construction Manager shall promptly notify the Owner and the Architect in writing.

**§ 3.1.3.5** Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Project, if such conflicts could have been discovered by the Construction Manager through the exercise of reasonable diligence and the Owner and Architect were not informed of such conflicts as required by Subparagraph 3.1.3.4. Provided, however, that this provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### **§ 3.1.5 Phased Construction**

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect and the Project requirements and budget, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall promptly inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and promptly make recommendations for corrective action, which shall include recommendations to reduce costs or otherwise maintain the Project budget.

**§ 3.1.6.3** If the Architect is providing cost estimating services, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### **§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** The Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop subcontractors' and suppliers' interest in the Project. All

subcontracts shall be awarded pursuant to the procedures set forth in Article 9 herein.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid/proposal packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items in accordance with applicable procurement requirements and the Contract Documents. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document  
*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

**§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of allowances and a statement of their basis;
- .3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2 herein, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .4 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, the Construction Manager's compensation for General Conditions; and
- .5 The date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis.

**§ 3.2.4** The Owner shall be allowed not fewer than thirty (30) days after receipt to review and take action on the

Construction Manager's Guaranteed Maximum Price proposal.

**§ 3.2.5** The Construction Manager shall issue a report to Owner and Architect with its proposal stating that the Construction Documents are generally consistent with the Guaranteed Maximum Price assumptions. The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall promptly notify the Owner and Architect in writing of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Construction Manager shall not include in the Guaranteed Maximum Price any taxes from which the Owner is exempt, whether by virtue of its status as a governmental entity and/or a Texas independent school district or otherwise. Such taxes shall not be reimbursable costs under any provision in any of the Contract Documents.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, as modified by the Owner, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**§ 3.3.1.2** The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### **§ 3.3.2 Administration**

**§ 3.3.2.1** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

**§ 3.3.2.2** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017, as modified by the Owner.

#### **§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### **§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### **§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

#### **§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Intentionally Omitted.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§**

**4.1.4.2** The Owner shall furnish surveys agreed upon by the Owner and the Construction Manager.

**§ 4.1.4.3** The Owner, when such services are necessary, shall furnish services agreed upon by the Owner and the Construction Manager of geotechnical engineers. The Owner shall have the sole authority to select any such geotechnical engineers.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents or as agreed upon by Owner and Construction Manager with reasonable promptness.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### **§ 4.2 Owner's Designated Representative**

The Owner's Board of Trustees, by majority vote at a duly noticed and lawfully called public meeting, is the only representative of Owner, a Texas independent school district organized under the laws of the State of Texas, having the power to enter into a contract, to execute a change order requiring an increase in the Contract Sum, or to agree to an extension to the contractual completion date, unless this authority is lawfully delegated. The Board may designate in writing an authorized representative (or representatives), as appropriate, to act on its behalf during the course of construction. Such authorized representative(s) shall have authority to act on behalf of the

Owner concerning decisions that do not require a majority vote of the Board of Trustees and shall have the authority to bind the Owner only to the extent expressly authorized or delegated by the Board of Trustees. The authorized representative(s) shall have no implied authority. Such authorized representative(s) shall also bring recommendations to the Board of Trustees on any matter requiring Board approval. Except as expressly authorized by the Owner or the Contract Documents, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner and, up to the limit of the authority delegated by the Owner's Board of Trustees, the Owner's authorized representative(s).

**§ 4.2.1** Intentionally Omitted.

**§ 4.3 Architect**

The Owner has retained an Architect to provide services, duties and responsibilities in connection with this Project. The Construction Manager's services shall be provided in conjunction with the services of the Architect retained by the Owner. The terms of the agreement between the Owner and the Architect shall be available for inspection by the Construction Manager upon request.

**ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

**§ 5.1 Compensation**

**§ 5.1.1** For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

**FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00)**

**§ 5.2 Payments**

**§ 5.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

**§ 5.2.2** Payments are due and payable as determined by the Texas Prompt Payment Act, Chapter 2251 *et seq.*, Texas Government Code, as amended. Payments for Preconstruction Phase Services that are overdue shall not accrue interest.

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

**§ 6.1.1** The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Actual Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

**§ 6.1.2** The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

**The Construction Manager's Fee shall be 1.5% of the Actual Cost of the Work. For purposes of calculating the Construction Manager's Fee, the term "Actual Cost of the Work" refers to construction costs only and *does not* include the costs of payment or performance bonds, insurance (General Liability, Builder's Risk, etc.), or Indirect Costs/General Conditions.**

**The total cost of Indirect Costs/General Conditions shall not exceed 2.69% of the Actual Cost of the Work. For purposes of calculating the Indirect Costs/General Conditions, the term "Actual Cost of the Work" refers to construction costs only and *does not* include the costs of payment or performance bonds, insurance (General Liability, Builder's Risk, etc.), Indirect Costs/General Conditions, or the Construction Manager's Fee.**

**§ 6.1.3** The method of adjustment of the Construction Manager's Fee for changes in the Work:

None.

Any provision in the Contract Documents to the contrary notwithstanding, if the Construction Manager's Fee is a lump sum and the Contract is terminated prior to completion of the entire scope of the Work, and the Construction Manager is entitled to payment for Work performed under the terms of the Contract, then the Construction

Manager's Fee payable to Construction Manager for Work performed in accordance with the Contract Documents will be a percentage of the lump sum based on the percentage completion of the Work at the time of termination, subject to the Guaranteed Maximum Price limitation adjusted to the percentage of completion.

**§ 6.1.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See § 7.1.4 of A201–2017, as modified by the Owner for this Project.

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

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

**§ 6.1.6.1 Substantial Completion.** Time is of the essence in this Contract. It is understood and agreed that the Owner shall have the right to retain from the amounts otherwise payable to the Construction Manager under this Agreement or recover from the Construction Manager the sum of \$1,500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion by the deadline agreed-upon in writing by the Parties, whether in the Guaranteed Maximum Price Amendment(s) or otherwise. Any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages. Owner and Construction Manager agree and acknowledge that (i) Owner's actual damages for the unexcused delay of Construction Manager in achieving Substantial Completion would be substantial but extremely difficult to ascertain, and (ii) such sum represents a fair and reasonable estimate of the damages Owner will incur as a result of the delayed achievement of Substantial Completion. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled to, but not required to, withhold from any amounts otherwise due to the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. In any event, the Construction Manager shall pay Owner the amounts specified per day for each and every calendar day of unexcused delay in achieving Substantial Completion by the deadline agreed-upon in writing by the Parties, whether in the Guaranteed Maximum Price Amendment(s) or otherwise.

**§ 6.1.6.2 Final Completion.** Timely Final Completion is an essential condition of this Agreement. Final Completion is required to be achieved no later than the thirty (30) calendar days following the date that Substantial Completion is actually achieved. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Project within the time specified, Owner shall be damaged to a greater degree by such delay. Construction Manager and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the time specified shall be the sum of \$1,500.00 per day. Owner may, at its discretion, deduct from the Final Payment made to Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays in reaching Final Completion. In any event, the Construction Manager shall pay Owner the amounts specified per day for each and every calendar day of unexcused delay in achieving Final Completion of the Work. Owner and Construction Manager agree and acknowledge that (i) Owner's actual damages for the unexcused delay of Construction Manager in achieving Final Completion would be substantial but extremely difficult to ascertain, and (ii) such sum represents a fair and reasonable estimate of the damages Owner will incur as a result of the delayed achievement of Final Completion.

**§ 6.1.6.3** The damages set forth in § 6.1.6.2 shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Construction Manager for failure to timely achieve Final Completion. If the Work is not finally completed by the thirtieth (30th) calendar day after the date that Substantial Completion is achieved, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

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

## **§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be the sole responsibility of the Construction Manager and shall be paid by the Construction Manager without reimbursement by the Owner.

**§ 6.2.1** The Cost of the Work shall be charged to and payable by the Owner based on the actual costs incurred subject to the Guaranteed Maximum Price limitation provided herein. In the event the actual Cost of the Work plus the Construction Manager's Fee is less than the Guaranteed Maximum Price established by the Contract Documents, the Owner shall be entitled to one hundred percent (100%) of the savings. The Construction Manager shall not participate in any savings.

### **§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, as modified by the Owner.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, as modified by the Owner.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as modified by the Owner, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017, as modified by the Owner, shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** The Construction Manager may request additional compensation pursuant to the General Conditions of the Contract.

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean actual costs necessarily incurred by the Construction Manager in the proper performance of the Work, subject to the Guaranteed Maximum Price limitation. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost. THE OWNER SHALL BE DEEMED TO HAVE APPROVED SUCH COSTS ONLY IF THE CONSTRUCTION MANAGER HAS PROVIDED OWNER WITH A WRITTEN BREAKDOWN OF THE COSTS PRIOR TO INCURRING SUCH COSTS, AND THE APPROXIMATE DOLLAR AMOUNTS ATTRIBUTABLE THERETO, AND OWNER HAS APPROVED SUCH COSTS IN WRITING.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### **§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform minor work or to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior written approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only if prior written consent is given by the Owner and, if consent is given, only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**§ 7.2.3** Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only if prior written consent is given by the Owner and, if consent is given, only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** Intentionally Omitted.

### **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed but required to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner’s prior written approval, but shall not exceed the standard rental rate paid at the place of the Project. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Reasonable costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Reasonable costs of the Construction Manager’s site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior written approval.

### **§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Fixed rates for these costs shall be set forth in the Guaranteed Maximum Price Amendment.

§ 7.6.2 Subject to the provisions of Section 3.2.9 herein, sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Owner is not exempt under Texas law.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Intentionally Omitted.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents, unless otherwise excluded by other provisions of the Contract Documents.

§ 7.6.6 Intentionally Omitted.

§ 7.6.7 Actual costs of document reproductions and delivery charges with no up-charge.

§ 7.6.8 Intentionally Omitted.

§ 7.6.9 Intentionally Omitted.

§ 7.6.10 Intentionally Omitted.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, if approved in advance and in writing by the Owner.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.

§ 7.7.2 Costs reasonably incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, as modified by the Owner.

§ 7.7.3 If the Owner's approval is required for any costs under any of the provisions of this Agreement, such approval must be given in a writing signed by the Owner.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 above shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017, as modified by the Owner, or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9 or other provisions of this Agreement.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall give written prior notification to the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

## **§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase; .10 Costs for insurance which the Owner has not required to be provided for this Project, except to the extent that the Owner has given its express written consent and prior written approval; and
- .11 Notwithstanding anything to the contrary in Sections 7.1 through 7.7, any costs that were described in any way as being prohibited or disallowed in the Owner's Request for Qualifications and Request for Proposal or any other solicitation documents for a Construction Manager, or in Construction Manager's responses and proposals to Owner's solicitation documents.

## **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 9 PERFORMANCE OF THE WORK; SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** All subcontracts and purchase orders for the Project shall be awarded in accordance with Chapter 2269 of the Texas Government Code in effect on the date hereof, including without limitation §§ 2269.251, 2269.255, 2269.256 and 2269.257.

**§ 9.1.1** The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than minor work which may be included in the General Conditions of the Contract for Construction, as modified by the Owner. The Construction Manager may publicly advertise for and solicit either competitive bids or competitive sealed proposals for all portions of the Work.

**§ 9.1.2** The Construction Manager may seek to perform portions of the Work with its own forces that are required to be publicly advertised if (a) the Construction Manager submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors, and (b) the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

**§ 9.1.3** The Construction Manager shall receive, open and review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, or Owner. The Construction Manager shall review and evaluate all bids or proposals, and shall recommend to the Owner a list of bidders or proposers to which the Construction Manager proposes to award subcontracts for the Work or any portion of the Work.

**§ 9.1.4** If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a

trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the Construction Manager incurs because of the Owner's requirement that another bid or proposal be accepted.

**§ 9.1.5** The Construction Manager shall make all bids or proposals available to the Owner on request. The Construction Manager shall make all bids and proposals available for public inspection within seven days following final selection of the subcontractors.

**§ 9.1.6** The Construction Manager shall furnish to Owner and Architect for the Owner's approval prior to any public advertisement or solicitation for a portion of the Work, the evaluation criteria that the Construction Manager proposes to use in recommending qualified trade contractors or subcontractors for each portion of the Work that will provide the best value for the Owner.

**§ 9.1.7** The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall solicit bids or proposals.

**§ 9.1.8** The Construction Manager shall include specific notices of the following statutory requirements in the information to bidders or proposers:

- .1 the successful bidder's or proposer's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;
- .2 the successful bidder's or proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258; and
- .3 a notice of the sales tax exemption for the Project and the procedure for obtaining any required exemption verification or certificates.

Nothing herein shall prevent the Construction Manager from including other notices required or allowed by law.

**§ 9.2** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

**§ 9.3** If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 7.8, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction.

## **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **§ 11.1 Progress Payments**

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

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

**§ 11.1.3** Provided that an Application for Payment is received by the Architect not later than the last day of a month and the Architect's Certificate of Payment containing the Architect's recommendation regarding payment is submitted for the Owner's consideration at least 10 days prior to the next month's regular Board meeting, the Owner shall make payment of the amounts not disputed by the Owner within forty-five (45) days of the Owner's Board meeting at which the Architect's Certificate of Payment is considered. If an Application for Payment is received after the last day of a month and/or the Architect's Certificate of Payment is not submitted by the 10-day deadline stated above, the Certificate of Payment will be submitted for the Owner's Board of Trustees' consideration at the following month's regular Board meeting after the Certificate of Payment is received. In that event, the Owner shall make payment of the amounts not disputed by the Owner within forty-five (45) days after the Board meeting at which the Certificate of Payment is considered by the Board.

**§ 11.1.3.1** It is understood and agreed that no undisputed amounts in an invoice or Application for Payment shall be considered to be overdue until the expiration of the time for payment as described in § 11.1.3 above or the forty-sixth (46th) day after the Owner has received the Architect's Certificate for Payment, whichever is later.

**§ 11.1.3.2** Payments for Construction Phase Services that are overdue shall accrue interest at the rate 1.0% per annum or the rate specified in Texas Government Code § 2251.025(b), whichever is lower.

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

**§ 11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

**§ 11.1.6** 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 11.1.7** In accordance with AIA Document A201–2017, as modified by the Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered

and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

- .3 That portion of Construction Change Directives that the Owner determines to be reasonably justified; and
- .4 The Construction Manager's Fee, less retainage of five percent (5.0%), computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 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 or Owner has previously withheld a Certificate for Payment or Payment;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or Owner may withhold payment, or the Architect or Owner may nullify a Certificate of Payment in whole or in part;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner or the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 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 (5.0%).**

§ 11.1.9 Intentionally Omitted.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors. All Subcontracts shall provide for a five percent (5.0%) retainage unless otherwise agreed to in writing by Owner. The Construction Manager shall execute subcontracts in accordance with the provisions of this Section 11.1.11.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner or the Owner's auditors acting in the sole interest of the Owner.

#### § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, less retainage and any other amounts which Owner is authorized to withhold, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, as modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2;

- .4 the surety has consented to final payment;
- .5 the Construction Manager has, in writing, certified to the Owner that the Project has been constructed in accordance with the construction documents prepared by the Architect and has executed and delivered to the Owner the Certification of Project Compliance form developed by the Texas Education Agency;
- .6 as-built drawings have been submitted to the Owner;
- .7 the Construction Manager has provided all warranties, instructions, training, and satisfied all requirements of the Contract Documents for completing or finishing out the Project;
- .8 the Construction Manager has submitted to the Owner an affidavit and other evidence satisfactory to the Owner that all 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 either (a) have been paid or otherwise satisfied, or (b) will be paid out of the proceeds of the final payment;
- .9 if required by the Owner, the Construction Manager has submitted to the Owner other data establishing payment or satisfaction of obligations, such as receipts, 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;
- .10 the Construction Manager has submitted to the Owner a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; and
- .11 the Construction Manager has submitted to the Owner a written statement that the Construction Manager knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

**§ 11.2.2** The Owner reserves the right to conduct an audit, or have an audit conducted on its behalf, of the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner or its representatives determine to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 11.2.1 have been met, the Architect will, within seven (7) days after receipt of the written notification of the result of Owner's audit, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of the AIA Document A201-2017, as modified by the Owner. The time periods stated in this Section supersede those stated in Article 9 of the AIA Document A201-2017, as modified by the Owner. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting. It is understood and agreed that the Architect's final Certificate of Payment will not be issued until the time permitted for the Owner to conduct an audit has expired. If the Construction Manager fails to submit information that the Owner deems is necessary for the audit to be conducted, the time for the issuance of the Architect's final Certificate of Payment shall be tolled and extended for the amount of time that the information is withheld by the Construction Manager.

**§ 11.2.2.1** Intentionally Omitted.

**§ 11.2.2.2** Intentionally Omitted.

**§ 11.2.2.3** If the Owner's audit concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017, as modified by the Owner. A request for mediation shall be made by the Construction Manager within thirty (30) days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this thirty (30)-day period shall result in the substantiated amount as concluded by the Owner's audit becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the substantiated amount as determined by the Owner or the amount certified in the Architect's final Certificate for Payment, whichever is lower.

**§ 11.2.3** The Owner's final payment to the Construction Manager shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment, or as follows:  
within thirty-one (31) days after the date that all conditions of this Section 11.2.1 have been met and the final Certificate for Payment has been approved by the Owner's Board of Trustees, or as otherwise required by Chapter 2251 of the Texas Government Code. Retainage withheld by the Owner and payable to the Construction Manager

shall be paid to the Construction Manager within thirty-one (31) days after the final payment is due, except that any retainage withheld by the Owner that the Owner, in its sole discretion, determines is due to the Owner as liquidated damages allowed under this Agreement shall not be subject to the aforementioned payment deadline.

**§ 11.2.3.1** If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Construction Manager may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after final payment is made to the Construction Manager, the Construction Manager shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**§ 11.2.4** Intentionally Omitted.

**§ 11.2.5** By requesting final payment, the Construction Manager warrants that the Work has been completed in a good and workmanlike fashion, that the finished product contains no patent defects, that all time and materials liens have been waived, and that the Construction Manager has inspected all aspects of the work, including all work done by subcontractors, and found it to be in accordance with the plans, specifications and Contract Documents.

**§ 11.2.6** The Work shall not have been fully performed until all work required by the Contract Documents, including but not limited to the following, has been performed:

- .1 provision of record or as-built drawings executed or complete;
- .2 provision of executed or completed certificates of documents evidencing warranties, owner-operator manuals, maintenance manuals, or other required equipment/product documentation;
- .3 provision of all documents evidencing required testing, inspection, verification, and other engineering or consulting services required under the Contract Documents or by the manufacturer;
- .4 provision of proof satisfactory to the Owner that all requirements of the manufacturer(s) have been met such that the warranties issued by the manufacturer(s) are in force and will be given full effect; and
- .5 provision of insuring agreements and bonds covering all periods of construction and any subsequent periods required under the Contract Documents.

**§ 11.2.7** The making of final payment shall not constitute a waiver of any claims by the Owner.

**§ 11.2.8** Acceptance of final payment by the Construction Manager, a subcontractor or material 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.

### **§ 11.3 Interest**

Undisputed payments that are due and unpaid under the Contract shall bear interest from the date payment of the undisputed amount is due at the rate of one percent (1.0%) per annum or the rate specified in Texas Government Code § 2251.025(b), as amended, whichever is lower.

## **ARTICLE 12 DISPUTE RESOLUTION**

### **§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017, as modified by the Owner. Any provisions in the Contract Documents to the contrary notwithstanding, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, as modified by the Owner, for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the 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.)*

### **§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, as modified by the Owner, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager 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 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not fewer than twenty-four (24) hours' written notice to the Construction Manager for the Owner's convenience and without cause.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall not be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not fewer than twenty-four (24) hours' written notice to the Construction Manager for the Owner's convenience and without cause.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall not be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017, as modified by the Owner, shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination less any amounts which the Owner is authorized to withhold, retain or setoff under the terms of the Contract or applicable law;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, as calculated in accordance with Section 6.1.3 for payment upon termination less any amounts the Owner is authorized to withhold, retain or set off; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above and shall allow termination of the subcontract in the event the Owner or the Construction Manager terminates this Agreement or the Contract.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement for work, equipment or rentals provided prior to termination of such contracts, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner

chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement.

## **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017, as modified by the Owner.

### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, as modified by the Owner, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017, as modified by the Owner, shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination less any amounts which the Owner is authorized to withhold, retain or setoff under the terms of the Contract or applicable law;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, as calculated in accordance with Section 6.1.3 for payment upon termination less any amounts the Owner is authorized to withhold, retain or set off;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017, as modified by the Owner.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### **§ 13.2.3 Termination by the Owner for Convenience**

See Article 14 of AIA Document A201–2017, as modified by the Owner.

### **§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017, as modified by the Owner; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, as modified by the Owner, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## **ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Unless otherwise noted, terms in this Agreement shall have the same meaning as those in A201–2017, as modified by the Owner. 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 or as modified by the Owner.

### **§ 14.2 Governing Law and Venue**

#### **§ 14.2.1 Governing Law**

The Agreement, the Contract, and the Contract Documents shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to its conflict of laws or choice of law principles, Texas law being the choice of law for the Agreement, the Contract, and all Contract Documents. No provision of this Agreement is a waiver of any immunity, defense, or a consent to suit.

#### **§ 14.2.2 Venue**

To the maximum extent permitted by applicable law, the parties expressly agree that the exclusive venue and place of trial for any action brought under or in connection with or in any way related to the Work, the Project, the Agreement, the Contract, or any of the Contract Documents shall be in the state district courts of Coryell County,

Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. The Contract, including but not limited to the Agreement and all other Contract Documents, is performable entirely in Coryell County, Texas.

**§ 14.3 Successors and Assigns**

**§ 14.3.1** The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, as modified by the Owner, 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. The foregoing notwithstanding, the Owner shall have the right to assign this Agreement, and all of the Contract Documents to the Bond Trustee, if any, for the bond issuance used to finance the construction of the Work (or its designee) and such Trustee or its designee shall have the right to assume the position of the Owner under the Contract Documents.

**§ 14.3.2** The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 14.4 Insurance and Bonds**

**§ 14.4.1** For all phases of the Project, the Construction Manager shall purchase and maintain insurance, shall require subcontractors to purchase and maintain insurance, and shall provide bonds as set forth and required in the General Conditions document, as amended by the Owner, pertaining to the Project and/or any supplemental conditions pertaining to the Project. The types of insurance or bond required and the limit of liability or amount of bond for each type include, but are not limited to, the following:

<b>Type of Insurance or Bond</b>	<b>Limit of Liability or Bond Amount (\$0.00)</b>
Commercial General Liability (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage)	See liability limits in Article 11 of A201 – 2017 as amended for this Project, or other applicable conditions of the contract
Workers Compensation	See liability limits in Article 11 of A201 – 2017 as amended for this Project, or other applicable conditions of the contract
Automobile Liability	See liability limits in Article 11 of A201 – 2017 as amended for this Project, or other applicable conditions of the contract
Excess/Umbrella Liability	See liability limits in Article 11 of A201 – 2017 as amended for this Project, or other applicable conditions of the contract
Builder’s Risk Insurance	See liability limits in Article 11 of A201 – 2017 as amended for this Project, or other applicable conditions of the contract
Statutory Performance Bond	Entire Value of the Contract
Statutory Payment Bond	Entire Value of the Contract

Should the General Conditions document for the Project, as amended by the Owner, require additional insurance or insurance of a type not listed above, the Construction Manager shall provide the additional or different type(s) of insurance as required by the General Conditions document.

§ 14.4.2 The Construction Manager shall, as a condition precedent to allowing any subcontractor to proceed with any work on the Project, either require that the subcontractor provide proof of the existence of workers' compensation coverage for its employees, or, at the Construction Manager's sole discretion, provide for coverage of the subcontractor's employees under the Construction Manager's workers' compensation insurance coverage. The Construction Manager shall maintain records of all required certificates of insurance provided by the subcontractors and shall forward copies to the Owner and the Architect.

§ 14.4.3 The Construction Manager's failure to abide by the requirements of this Section 14.4 and Article 11 of A201-2017, as modified by the Owner, including its subparts, and other insurance requirements contained in the General Conditions document pertaining to the Project, as modified by the Owner, or insurance requirements contained in the supplemental conditions pertaining to the Project, shall be a material breach of the Contract.

§ 14.4.4 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager 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 Construction Manager'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.

§ 14.4.5 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.5 Other provisions:

- Staff Support Services
- Vehicle, Rental, Fuel and Insurance
- Cell Phone
- Two-Way Radios
- Accounting and Data Procession Fees
- AGC and Other Association Fees

§ 14.6 **MATERIALS AND VERIFICATION TESTING.** The Construction Manager will assist the Owner in selecting a separate contractor or contractors to provide construction materials inspections and testing, and verification testing services necessary for acceptance of the Project.

§ 14.7 Subcontracts, purchase orders and rental agreements entered into by the Construction Manager shall contain provisions permitting assignment to the Owner upon default by Construction Manager under the Contract Documents. If the Owner accepts such assignment, the Owner shall be responsible for the payment of amounts which would have been reimbursable to Construction Manager under this Agreement and for which payment has not already been made to the Construction Manager. Construction Manager shall be responsible for the payment of any other amounts payable under the Contract. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement.

§ 14.8 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any part hereto regardless of who is responsible for its preparation.

§ 14.9 In the event of any suit or action arising out of or in connection with any of the Contract Documents, the prevailing party in such proceedings shall be entitled to recover reasonable attorney fees and court costs.

§ 14.

**10 Notice.** All notices required to be given under the Contract must be in writing. Any notice required or permitted to be given under the Contract shall be deemed delivered, whether or not actually received, three days after it is deposited in the U.S. Mail, when sent by certified mail, return receipt requested, postage prepaid, and correctly

addressed to the party at the address provided in this Agreement. Notice given in any other manner shall be deemed delivered when actually received. Either party may change its address for notice by giving notice of the change of address in accordance with this provision. The Architect must be copied on notices sent to the Owner.

**§ 14.11 Certificate of Occupancy.** Any provision in the Contract Documents to the contrary notwithstanding, if any of the facilities to be constructed or modified under this Agreement or the Contract require the issuance of a Certificate of Occupancy or other regulatory approval, then Substantial Completion of any such facilities shall not be deemed to have been attained for those facilities prior to the date on which an unconditional Certificate of Occupancy or other regulatory approval is obtained.

**§ 14.12 Safe Access.** If the building will be used or occupied by the Owner or members of the public, the Construction Manager shall be responsible for maintaining safe routes of travel from sidewalks and parking areas to the building, and shall reroute access as necessary to maintain safe access during construction.

**§ 14.13 Severability**

If any provision or part of the Contract Documents is held to be illegal, invalid, or unenforceable under any present or future law or regulation, such provision shall be fully severable and the Contract Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Contract Documents. The remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

**§ 14.14 If (a) Construction Manager is not a sole proprietorship; (b) Construction Manager has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Construction Manager hereby certifies and verifies that neither the Construction Manager, nor any affiliate, subsidiary, or parent company of the Construction Manager, if any (the "Construction Manager Companies"), boycotts Israel, and the Construction Manager agrees that the Construction Manager and Construction Manager Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.**

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

**§ 14.16 Pursuant to the requirements of SB 13 of the 2021 Texas Legislative Regular Session, Construction Manager affirms and verifies that it does not and will not boycott energy companies during the term of this Agreement. "Boycott energy company" has the meaning so ascribed in § 809.001, Tex. Govt. Code.**

**§ 14.17 Pursuant to the requirements of SB 19 of the 2021 Texas Legislative Regular Session and Tex. Govt. Code § 2274.002, Construction Manager affirms that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.**

**§ 14.18 If Construction Manager is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner in a fiscal year of Owner, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the Construction Manager agrees that the Contract can be terminated if the Construction Manager knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Construction Manager hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Owner for the duration of the**

**Agreement; (2) promptly provide to Owner any contracting information related to the Agreement that is in the custody or possession of the Construction Manager on request of Owner; and (3) on completion of the Agreement, either (a) provide at no cost to Owner all contracting information related to the Agreement that is in the custody or possession of Construction Manager, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to Owner.**

**§ 14.19** By signing this Agreement or providing or causing to be provided a certificate of coverage, the Construction Manager is certifying to the Owner that all employees of the Construction Manager who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project. Construction Manager is also representing that it will require all subcontractors to provide workers' compensation coverage on all employees who will provide services on the Project for the duration of the Project and to provide written certifications of such coverage to the Construction Manager. The Construction Manager will provide the certifications to Owner. Providing false or misleading information may subject the Construction Manager to administrative penalties, criminal penalties, civil penalties, or other civil actions. The Construction Manager's failure to comply with any of these provisions is a breach of contract by the Construction Manager which entitles the Owner to declare the contract void if the Construction Manager does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**§ 14.20** Execution & Signatures. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A digital, electronic, or facsimile signature may be used in place of an original signature and shall carry the same weight and effect as an original signature.

## **ARTICLE 15 SCOPE OF THE AGREEMENT**

**§ 15.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral, except for those constituting part of the Contract Documents. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

**§ 15.2** The following documents comprise the Agreement:

- .1 This AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified by the Owner.
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 Intentionally Omitted
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified by the Owner
  - .5 All Project Manuals for the Project, including all sections to same, whether issued or created prior to or after the execution of this Agreement
- .6 Intentionally Omitted.
- .7 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 Construction Manager'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.)*

- .1 Construction Manager's responses and proposals to Owner's solicitation documents
- .2 Guaranteed Maximum Price Amendment, when and if signed by the parties
- .3 Drawings, Specifications, Submittals and Addenda for Project, whether issued or created prior to or after the execution of this Agreement
- .4 Conditions of the Contract (General, Supplementary and other Conditions)
- .5 Statutory Payment and Performance Bonds
- .6 Certificates of Insurance required of the Construction Manager
- .7 All documents listed or described in Section 1.1.1 of AIA Document A201-2017, as modified by

- the Owner
- .8 Scale/Schedule of Prevailing Wages (attached as Exhibit “1” to the AIA Document A201–2017, General Conditions of the Contract for Construction, as modified by the Owner) and incorporated herein as if fully set forth
  - .9 Any modifications to this Agreement or to the Contract approved by the Parties
  - .10 Any documents stated in this Agreement as being a part of or incorporated into this Agreement or the Contract.

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

\_\_\_\_\_  
**OWNER** *(Signature)*

BY: Joan Manning, President, Board of  
Trustees

\_\_\_\_\_  
*(Printed name and title)*

*Danny Berry*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

BY: Danny L. Berry, President

\_\_\_\_\_  
*(Printed name and title)*



# Board of Trustees

Date of Meeting February 23, 2026

Item Type Action

Item Name

Consider and Take Action to Approve the Appointment of Investment Officer for CCISD.

District Goal

Budget Management: All stakeholders will optimize resources to enhance student success.

Summary  
(Purpose/  
Objective)

Section 2256.005(f) of the Public Funds Investment Act (Texas Government Code Chapter 2256) requires the Board of Trustees of the Copperas Cove Independent School District to designate one or more officers or employees as investment officer of the district.

District policy CDA (Local) - Other Revenues Investments states that the Superintendent or another person designated by Board Resolution shall serve as the investment officer for the District.

Fiscal Impact

No impact.

Administrative  
Recommendation

Administration recommends the appointment of Clifton Heath as investment officer for CCISD.

Attachments

Resolution of the Board to Designate Investment Officer

Contact Person

Cliff Heath, CFO

E-Mail Address

heathc@ccisd.com



RESOLUTION OF THE BOARD TO DESIGNATE INVESTMENT OFFICER

WHEREAS Section 2256.005(f) of the Public Funds Investment Act (Texas Government Code Chapter 2256) requires the Board of Trustees of the Copperas Cove Independent School District (CCISD) to designate one or more officers or employees as investment officer of the District; and

WHEREAS the investment officer is responsible for the investment of the District's funds consistent with the District's investment policy;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Copperas Cove Independent School District designates the Chief Financial Officer, Clifton Heath, to serve as the investment officer of the District to invest District funds as directed by the Board.

The authority of the investment officer granted by this resolution is effective until rescinded by the District or the termination of the named entity's contract with the District.

Adopted this 23rd day of February 2026, by the Board of Trustees.

\_\_\_\_\_  
Joan Manning, CCISD Board President

\_\_\_\_\_  
Heather Copeland, CCISD Board Secretary



# Board of Trustees

Date of Meeting February 23, 2026

Item Type Action

Item Name Budget Amendment to the 2025-2026 Fiscal Year Fund 199 Operating Budget

District Goal Budget Management: All stakeholders will optimize resources to enhance student success.

Summary (Purpose/Objective)

Amend Fund 199 Budget as requested by:

Cliff Heath, Chief Financial Officer, CCISD  
 Purpose - Increase expenditures for new band uniforms and increase expenditures for roof repairs at Clements-Parsons Elementary School. We are also proposing to increase expenditures for Concentric Diffusers at Williams-Ledger Elementary School.

Cliff Heath, Chief Financial Officer, CCISD  
 Purpose - Increase Revenue for Insurance proceeds to be received for the damage at Williams-Ledger Elementary. Increase Expenditures for improvements at the Baseball & Softball fields, and increase Expenditures for HVAC replacements and storm damage at Williams-Ledger Elementary. We are also proposing to increase expenditures for elementary playground renovations district-wide.

Heather Peacock Principal, Mae Stevens Early Learning Academy  
 Purpose - Increase expenditures for supplies.

Fiscal Impact None

Administrative Recommendation Administration recommends approval of budget amendment.

Attachments

- Budget Amendment Request\_February 2026
- Budget Amendment Request\_January 2026
- MSELA Budget Amendment\_February 2026

Contact Person Cliff Heath, CFO

E-Mail Address heathc@ccisd.com

## Copperas Cove ISD Budget Amendment Request

ACCOUNT NUMBERS								VERBAL DESCRIPTION	AMOUNT OF INCREASE	AMOUNT OF DECREASE
FUND	FUNC	OBJ	S.O.	ORG	FYR	PRG	LOCAL			
199R	00	7919	FL	107	0	00	000	Insurance Recovery	\$ 7,916,000.00	
199E	81	6629	BF	001	0	91	742	Baseball & Softball Updates	\$ 2,125,716.00	
199E	81	6629	00	107	0	99	000	HVAC Replacement @ WLE	\$ 1,254,288.00	
199E	81	6629	00	107	0	99	WLE	Storm Damage Repairs @ WLE	\$ 7,916,000.00	
199E	81	6639	00	999	0	00	999	Playground Renovations	\$ 2,693,185.68	

Net Change to Budget: \_\_\_\_\_  
 Net Effect on Fund Balance: (\$6,073,189.68)

**EXPLANATION:**  
 Increase Revenue for Insurance proceeds to be received for the damage @ WLE. Increase Expenditures for improvements at the Baseball Softball fields, and increase expenditures for HVAC replacments and storm damage @ WLE. Increase expenditures for playground equipment at the Elementary Campuses.

ORIGINATOR: \_\_\_\_\_  
Principal / Director SignatureDATE

APPROVED  \_\_\_\_\_ *C. Heath* 1/6/2025  
 DENIED  \_\_\_\_\_ CFO, Business Services DATE

APPROVED  \_\_\_\_\_  
 DENIED  \_\_\_\_\_ SUPERINTENDENT DATE

APPROVED  \_\_\_\_\_  
 DENIED  \_\_\_\_\_ BOARD APPROVAL DATE







# Board of Trustees

Date of Meeting

Item Type

Item Name

Item over \$50K - Technology - Microsoft 365 Renewal - \$67,887.96 - Budgeted Funds

District Goal

Technology: Create an environment where technology is fully infused in all aspects of our district.

Summary  
(Purpose/  
Objective)

Renewal of Microsoft licenses and support. These are district essential services, email productivity suite for students and staff.

Fiscal Impact

\$67,887.96 Budgeted Technology Funds

Administrative  
Recommendation

Administration recommends approving the purchase

Attachments

Quote\_SHI\_Microsoft 365 \_27108502

Contact Person

E-Mail Address



Pricing Proposal  
Quotation #: 27108502  
Reference #: 56867075  
Created On: 1/29/2026  
Valid Until: 2/28/2026

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## TX-City of Copperas Cove Independent School District

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### Henry Blair

702 SUNNY AVE  
BLDG 100/9032500023  
Copperas Cove, TX 76522  
United States  
Phone: 2545476696  
Fax:  
Email: henry@ccisd.com

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## Microsoft Inside Account Manager

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### Cesar Gaona

290 Davidson Avenue  
Somerset, New Jersey  
Phone: N/A  
Fax: N/A  
Email: cesar\_gaona@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CIS Suite Datacenter Core ALng LSA 2L Microsoft - Part#: 9GS-00495 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP	56	\$65.41	\$3,662.96
2 CIS Suite Standard Core ALng LSA 2L Microsoft - Part#: 9GA-00006 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP	112	\$15.83	\$1,772.96
3 SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP	12	\$323.74	\$3,884.88
4 Win Server Standard Core ALng LSA 2L Microsoft - Part#: 9EM-00562 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP	15	\$6.58	\$98.70
5 Win Server DC Core ALng LSA 2L Microsoft - Part#: 9EA-00039 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP	55	\$41.66	\$2,291.30

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6	Visio Professional ALng LSA Microsoft - Part#: D87-01057 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP	5	\$50.79	\$253.95
7	System Center DC Core ALng LSA 2L Microsoft - Part#: 9EP-00037 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP	15	\$27.16	\$407.40
8	Power Automate Unattended RPA AO Edu Sub Per Bot Microsoft - Part#: 1SO-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP 12 Months	1	\$913.38	\$913.38
9	Power Automate Premium Edu Sub Per User Microsoft - Part#: 1SM-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP 12 Months	1	\$91.35	\$91.35
10	Power Automate Edu Sub Per User Microsoft - Part#: SFQ-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP 12 Months	6	\$73.08	\$438.48
11	M365 A3 Unified Edu Sub Student Use Benefit Per User Microsoft - Part#: AAD-38397 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> STU C	15000	\$0.00	\$0.00
12	M365 A3 Unified Edu Sub Per User Microsoft - Part#: AAD-38391 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> FAC B	1000	\$53.84	\$53,840.00
13	Power BI Pro Edu Sub Per User Microsoft - Part#: NK5-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 4/1/2026 – 3/31/2027 <b>Note:</b> ADP 12 Months	10	\$23.26	\$232.60

Subtotal	\$67,887.96
Shipping	\$0.00
<b>Total</b>	<b>\$67,887.96</b>

**Additional Comments**

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**This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.**

**Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096**

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



# Board of Trustees

Date of Meeting

Item Type

Item Name

Consider and Take Action to Approve the CCISD HB 2 Strategic Staffing Certification Plan

District Goal

Human Resources: CCISD will recruit, develop and retain a high-quality and diverse staff.

Summary  
(Purpose/  
Objective)

Texas HB 2 (89th Legislature, 2025) requires school district boards of trustees to approve the strategic staffing/teacher certification plans for addressing teacher shortages, including plans for uncertified teachers, and submit these board-approved plans to the TEA for state review and approval. This board approval is a prerequisite for districts to access certain HB 2 benefits, like the Teacher Incentive Allotment (TIA) and mentorship funds.

Fiscal Impact

None

Administrative  
Recommendation

Administration recommends the approval of the CCISD Strategic Staffing/Teacher Certification Plan

Attachments

CCISD Strategic Staffing & Teacher Certification Plan

Contact Person

E-Mail Address



## Copperas Cove ISD Teacher Certification District Compliance Plan

### Application

Pursuant to Tex. Educ. Code § 21.0032(a-1), Copperas Cove ISD ("CCISD") respectfully requests approval to apply for a waiver to delay teacher certification requirements for teachers of record in foundation curriculum courses until the beginning of the 2029-2030 school year. The application submitted to the Texas Education Agency (TEA) must include an evaluation of how the district will transition to certification during the delay of teacher certification requirements. As part of this application process, districts are required to do the following:

- Identify the total number of uncertified individuals currently assigned to teach foundation curriculum courses in 2025-2026 as of the date of submission.
- Specify at least one EPP partner who will support certification efforts and reduce the district's percentage of uncertified teachers.

Superintendent	Board President	Contact for Application
<p>Name: Dr. Brent Hawkins</p> <p>Email: hawkinsb@ccisd.com</p> <p>Phone: 254-547-1227</p>	<p>Name: Joan Manning</p> <p>Email: manningj@ccisd.com</p> <p>Phone: 254-547-1227</p>	<p>Name: Dr. Brent Hawkins</p> <p>Title: CCISD Superintendent</p> <p>Email: hawkinsb@ccisd.com</p> <p>Phone: 254-547-1227</p>

Copperas Cove Independent School District (CCISD) has a strong track record of developing and supporting highly qualified educators through district-led preparation pathways. The district has implemented and expanded structured Grow Your Own initiatives to address workforce needs while maintaining high standards for instruction and student achievement.

In 2022, CCISD received approval from the Texas Education Agency (TEA) to expand its existing Grow Your Own program, the CCISD RISE Academy. Since inception, the CCISD RISE Academy has:

- Admitted more than **230** educator candidates,
- Supported **94** candidates in earning a bachelor's degree from university partners,
- Successfully certified **22** candidates, and
- Placed certified or certification-seeking educators into **109** instructional assignments serving students across the district.

CCISD continues to invest strategically in its educator workforce to ensure instructional continuity, meet student needs, and support long-term student growth and achievement. These efforts reflect the district's commitment to building internal talent pipelines and advancing candidates toward full state certification.

The district maintains comprehensive oversight of all uncertified candidates participating in the CCISD RISE Academy, including individualized certification plans, ongoing progress monitoring, and clearly defined expectations. CCISD remains aligned with current TEA guidance, program requirements, and allowable flexibilities, and ensures that all candidates progress toward certification within established timelines.



**Copperas Cove ISD  
Teacher Certification District Compliance Plan**

**Summary of Current Status of Uncertified Teaching Assignments**

Number of currently assigned teachers of record in foundation curriculum courses <b>without an appropriate certificate or permit</b>	<b>Total 60</b>
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**Analysis of Uncertified Foundation Teachers**

<b>Elementary</b>	<b>Kindergarten</b>	Self-Contained	10
	<b>1<sup>st</sup> Grade</b>	Self-Contained	6
	<b>2<sup>nd</sup> Grade</b>	Self-Contained	6
	<b>3<sup>rd</sup> Grade</b>	Math	2
		RLA	2
	<b>4<sup>th</sup> Grade</b>	Math	2
		RLA	1
	<b>5<sup>th</sup> Grade</b>	Math	2
		RLA	2
		Science	1
<b>Junior High</b>	<b>6<sup>th</sup> Grade</b>	Math	2
		RLA	4
		History	1
	<b>7<sup>th</sup> Grade</b>	RLA	1
		Science	2
		History	3
	<b>8<sup>th</sup> Grade</b>	Math	1
		Science	1
		History	2
<b>High School</b>	<b>9<sup>th</sup> Grade</b>	English	1
		Social Studies	2
	<b>10<sup>th</sup> Grade</b>	English	2
		History	1
	<b>11<sup>th</sup> Grade</b>	English	1
	<b>12<sup>th</sup> Grade</b>	Science	1
Social Studies		1	



**Copperas Cove ISD**  
**Teacher Certification District Compliance Plan**

**Educator Preparation Program Partnerships**

Name of EPP	Description of Partnership <small>(How will the EPP support certification, training, mentorship etc.)</small>
<b>Teachworthy Alternative Certification Program</b>	<p>The program will provide comprehensive support to ensure candidate success and timely certification, including:</p> <ul style="list-style-type: none"> <li>• Development of individualized Certification Plans outlining required steps to program completion</li> <li>• Assignment of a dedicated Program Advisor with responsive candidate support (24–48 hour response commitment)</li> <li>• Clear communication of payment options</li> <li>• Instructional support through TEA-aligned curriculum, including performance-based assessments evaluated by expert educators</li> <li>• Access to live curriculum evaluators and multiple weekly office hours for instructional and programmatic support</li> <li>• A real-time candidate dashboard displaying academic status and progress toward certification</li> <li>• Face-to-face classroom management training through two days of Capturing Kids' Hearts professional development</li> <li>• Comprehensive test preparation support, including remediation plans when needed</li> <li>• Monthly status communications to candidates to promote progress and completion</li> <li>• Monthly reporting to the district, including candidate progress updates and database access</li> <li>• Ongoing instructional coaching, including a minimum of five formal and six informal classroom observations</li> <li>• Collaboration with campus leadership, mentors, and field supervisors to support effective instruction and classroom management</li> <li>• Transparent sharing of intern performance data and implementation of improvement plans as needed</li> <li>• Additional customized support and partnerships at the district's request</li> </ul>
<b>240 Certification</b>	<p><b>EPP Responsibilities</b></p> <ul style="list-style-type: none"> <li>• Require candidates to apply using their district email and verify eligibility with District HR for participation in the special program.</li> <li>• Enforce all 240 Certification admission requirements, including GPA thresholds, transcript evaluation, prior testing history review, and alignment of internship placement with certification and observation requirements.</li> <li>• Assign each enrolled candidate a dedicated Program Advisor as the primary point of contact throughout the program.</li> <li>• Provide the District with access to a secure district portal offering real-time candidate progress updates and monthly candidate status reports, in compliance with FERPA and applicable data privacy laws.</li> <li>• Establish and communicate program fee structures, payment schedules, payroll deduction options, and no-refund policies, including additional fees for extended or additional certification timelines.</li> <li>• Assign each intern a TTESS- and Capturing Kids' Hearts–trained Field Supervisor to conduct observations, collaborate with campus leadership, and provide instructional coaching.</li> </ul>

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## Copperas Cove ISD Teacher Certification District Compliance Plan

Cont'd from previous page

240 Certification	<ul style="list-style-type: none"> <li>Include test preparation and tutoring services at no additional cost as part of program enrollment.</li> <li>Collaborate with the District on additional support structures or partnerships as needed.</li> </ul>
	<p><b>District Responsibilities</b></p> <ul style="list-style-type: none"> <li>Utilize 240 Certification referral materials and application links to ensure candidates receive district-affiliated pricing.</li> <li>Confirm candidate eligibility and provide participation lists as requested.</li> <li>Designate a district program contact to monitor candidate progress and provide support.</li> <li>Assign qualified mentor teachers to candidates during the internship phase, as required by TEA.</li> <li>Support candidates in meeting TEA testing, observation, and training requirements, including providing opportunities for observation and professional learning.</li> <li>Provide a list of potential qualified supervisors (e.g., retired administrators or master teachers) to support internship supervision.</li> <li>Promptly notify 240 Certification of any candidate violations of District policy or the Texas Educator Code of Ethics.</li> </ul>
	<p><b>Candidate Responsibilities</b></p> <ul style="list-style-type: none"> <li>Apply to 240 Certification and submit official transcripts verifying degree conferral and GPA eligibility.</li> <li>Meet and maintain all TEA and 240 Certification academic and testing requirements, including participation in remediation if needed.</li> <li>Uphold academic integrity, including prohibiting the use of AI to complete coursework.</li> <li>Make required monthly program payments in accordance with the agreed-upon fee structure and payroll deduction process.</li> <li>Meet required certification and internship timelines, including deadlines for Statements of Eligibility, internship start dates, and standard certification completion.</li> <li>Acknowledge that failure to complete certification within established timelines may require transition to an additional certificate and incur additional program fees.</li> </ul>

- Additional EPP partnerships made with CCISD throughout the duration of this Plan shall be deemed as and made part of this Plan.



**Copperas Cove ISD  
Teacher Certification District Compliance Plan**

**Timeline & Strategic Plan for Transition to Compliance**

<b>SY</b>	<b>HB 2 Phase</b>	<b>Goals</b>	<b>Key Activities / Strategies</b>	<b>Responsible Parties</b>	<b>Monitoring Metrics</b>
<b>2025–2026</b>	<b>Baseline &amp; Initial Delay</b>	<ul style="list-style-type: none"> <li>Establish verified baseline of uncertified teachers in foundation courses</li> <li>Ensure 100% of uncertified teachers have individualized certification plans</li> </ul>	<ul style="list-style-type: none"> <li>Audit all foundation course assignments (DOI, RISE/GYO, SDTP)</li> <li>Require EPP enrollment or documented degree-completion plan for all uncertified teachers</li> <li>Develop individualized certification timelines</li> <li>Prioritize candidates eligible for near-term certification and TEA incentive funding</li> </ul>	<ul style="list-style-type: none"> <li>HR Department</li> <li>Staffing Department</li> <li>EPP Partners</li> <li>Campus Principals</li> </ul>	<ul style="list-style-type: none"> <li>% of uncertified foundation teachers</li> <li>EPP enrollment verification</li> <li>Degree credit checkpoints</li> <li>Exam registration evidence for eligible candidates</li> </ul>
<b>2026–2027</b>	<b>Acceleration &amp; Hiring Controls</b>	<ul style="list-style-type: none"> <li>Reduce uncertified foundation teachers by ~25–30%</li> <li>Strengthen assignment and hiring controls</li> </ul>	<ul style="list-style-type: none"> <li>Restrict new uncertified hires in K–5 ELAR and Math unless no highly-qualified, certified candidates are available</li> <li>Require executive approval and written justification for uncertified foundation hires</li> <li>Enforce certification benchmarks (exam attempts, EPP milestones)</li> <li>Reassign or remove candidates not meeting progress expectations</li> <li>Expand GYO/RISE, and SDTP pipelines</li> </ul>	<ul style="list-style-type: none"> <li>HR Department</li> <li>Staffing Department</li> <li>Superintendent's Cabinet</li> <li>EPP Liaisons</li> </ul>	<ul style="list-style-type: none"> <li>Year-over-year reduction rate</li> <li>Exam participation and pass rates</li> <li>Compliance audit documentation</li> </ul>

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## Copperas Cove ISD Teacher Certification District Compliance Plan

Cont'd from previous page

SY	HB 2 Phase	Goals	Key Activities / Strategies	Responsible Parties	Monitoring Metrics
<b>2027-2028</b>	<b>Near Compliance</b>	<ul style="list-style-type: none"> <li>• Maintain &lt;10% uncertified teachers in foundation courses</li> <li>• Limit uncertified placements to candidates within one year of certification</li> </ul>	<ul style="list-style-type: none"> <li>• Discontinue uncertified hiring in all foundation subjects (ELAR, Math, Science, Social Studies) unless no highly-qualified, certified candidates are available, then consider limited uncertified placements (as defined in previous column)</li> <li>• Increase scrutiny of campus assignment decisions</li> <li>• EPPs to ensure targeted exam preparation and testing support</li> <li>• Conduct triannual certification audits</li> </ul>	<ul style="list-style-type: none"> <li>• HR Department</li> <li>• Staffing Department</li> <li>• Campus Leadership</li> </ul>	<ul style="list-style-type: none"> <li>• % uncertified by campus and subject</li> <li>• Exam completion timelines</li> <li>• Audit compliance reports</li> </ul>
<b>2028-2029</b>	<b>Final Transition</b>	<ul style="list-style-type: none"> <li>• Reduce uncertified foundation teachers to &lt;5%</li> <li>• Complete certification for remaining candidates</li> </ul>	<ul style="list-style-type: none"> <li>• Finalize certification exams and intern requirements</li> <li>• Utilize reassignment, non-renewal, or non-foundation placement if benchmarks are missed</li> <li>• Finalize certified staffing pipelines</li> </ul>	<ul style="list-style-type: none"> <li>• HR Department</li> <li>• Staffing Department</li> <li>• Superintendent</li> <li>• Board Oversight</li> </ul>	<ul style="list-style-type: none"> <li>• Certification issuance confirmations</li> <li>• Zero uncertified hires in foundation courses</li> </ul>

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## Copperas Cove ISD Teacher Certification District Compliance Plan

Cont'd from previous page

<b>2029-2030</b>	<b>Full Compliance &amp; Sustainability</b>	<ul style="list-style-type: none"> <li>• Achieve 100% certification compliance</li> <li>• Embed compliance into standard operations</li> </ul>	<ul style="list-style-type: none"> <li>• Prohibit routine use of uncertified teachers in foundation courses</li> <li>• Conduct annual internal compliance audits</li> <li>• Sustain GYO and EPP partnerships as certified teacher pipelines</li> </ul>	<ul style="list-style-type: none"> <li>• HR Department</li> <li>• Staffing Department</li> <li>• District Leadership</li> <li>• Board of Trustees</li> </ul>	<ul style="list-style-type: none"> <li>• 0% uncertified foundation teachers</li> <li>• Annual compliance verification</li> </ul>
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- All uncertified assignments during the transition period will comply with TEC §21.055 requirements for School District Teaching Permits, including commissioner notification and eligibility tracking.
- No DOI or waiver flexibilities will be applied to Special Education, Bilingual/ESL, Pre-K, or other restricted areas pursuant to TEC §7.056.
- Individual certification plans and progress documentation will be maintained within the district.



## Copperas Cove ISD Teacher Certification District Compliance Plan

### Additional Considerations for Implementation

To support implementation of the district's certification transition timeline, Copperas Cove Independent School District (CCISD) will continue to:

- Evaluate and participate in applicable Texas Education Agency and Texas Workforce Commission programs, grants, and initiatives that support educator preparation, retention, and certification progress;
- Expand and refine partnerships with institutions of higher education and Educator Preparation Programs (EPPs) to promote timely certification completion; and
- Utilize allowable TEA flexibilities, including uncertified teacher phase-out options, exam-related flexibilities, and residency or student teacher models, as appropriate.

These considerations will be reviewed annually to ensure continued progress toward full certification compliance.

### Board Approval

Date of Board of Trustees approval of this plan	Link to board meeting agenda and posted approved plan on district website
02/24/2026	<a href="#">CCISD BoardMeetings HB2DCP Approval 2/24/2026</a>

Superintendent Signature: \_\_\_\_\_

Name: Dr. Brent Hawkins

Title: CCISD Superintendent

Date: 2/24/2026

Board President Signature: \_\_\_\_\_

Name: Joan Manning

Title: CCISD School Board President

Date: 2/24/2026

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE COPPERAS COVE ISD**

WHEREAS, the Copperas Independent School District Board of Trustees recognizes that the territory included in the Copperas Cove Independent School District (“Copperas Cove ISD” and/or the “District”) was recently closed due to in-climate weather in one calendar year; and

WHEREAS, Copperas Cove ISD was closed for 3 school days on January 26, 27, and 28, 2026; and

WHEREAS, through circumstances beyond their control, Copperas Cove ISD employees were forced to miss work at Copperas Cove ISD during the school closure; and

WHEREAS, the Board of Trustees of Copperas Cove ISD seeks to retain its employees and facilitate their return to duty; and,

WHEREAS, the Board of Trustees of Copperas Cove ISD finds that compensating employees for a day missed as a result of in climate weather and the pandemic serves an important public purpose in that continued retention of such employees shall enable the school district to efficiently resume educational activities, and such compensation is necessary in the conduct of the public schools in accordance with Texas Education Code 45.105.

IT IS THEREFORE:

RESOLVED that the Board of Trustees of Copperas Cove ISD hereby authorizes the Superintendent, or designee, to compensate employees for a day when the District was closed due to in climate weather and the pandemic, at their regular rates of pay, according to the duty schedule they would have otherwise worked; and

FURTHER RESOLVED that this resolution is not meant to excuse any failure to report for duty during this day by any employees who were instructed by the administration to do so or who were required by contract or job description to report for duty, or employees who are emergency services personnel or whose presence was necessary to provide for the safety and well-being of the general public;

FURTHER RESOLVED that the Board of Trustees of Copperas Cove ISD hereby authorizes the Superintendent, or designee, to further compensate hourly non-exempt employees who worked for the District when the District was closed due to in climate weather and the pandemic; provided any such compensation shall be paid at their regular

hourly rate of pay, according to the terms and conditions approved by the Superintendent or designee; and

FURTHER RESOLVED that the Board of Trustees of Copperas Cove ISD hereby authorizes the Superintendent or designee to not require those hourly non-exempt employees who are paid for the time the District is closed due to in-climate weather and the pandemic but who did not work during that period, to make up such work, without additional pay, at a time designated by the Superintendent or designee.

FURTHER RESOLVED that the Board of Trustees of Copperas Cove ISD hereby authorizes the Superintendent to revise the 2025-2026 school calendar if a day missed due to the in-climate weather and the pandemic are to be made up by students and/or staff.

**CERTIFICATE FOR RESOLUTION**

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Copperas Cove Independent School District during a regularly scheduled meeting on February 23, 2026. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_

To certify which, witness my hand and the official seal of the District this 23rd day of February, 2026.

\_\_\_\_\_  
President, Board of Trustees

# Out-of-State Trip Request Form

Submitted by: Superintendent's Office  
 Date Submitted: February 9, 2026  
 Campus: Administration

Who will go on the trip?	Dr. Brent Hawkins, Joan Manning, Heather Copeland & Samantha Wilson	
What is the purpose of the trip?	2026 NAFIS Spring Conference (Impact Aid)	
When will the trip take place?	March 15-17, 2026 (Travel March 14&18, 2026)	
Where will the person/people go?	Washington, D.C.	
What is the account number for funding the trip? <i>Must come from 6411 or 6412</i>	199 E 41 6419 02 702 0 99 000 199 E 41 6411 02 701 0 99 701	
What is the cost of the trip?	Registration fee: <b>\$2993.49</b>	
	Meals: <b>\$1,000.00</b>	
	Mileage: <b>\$60.00</b>	Airfare: <b>\$2958.00</b>
	Substitute: N/A	
	Hotel: <b>\$4250.00</b>	
	Other expenses (e.g. Airport Shuttle/Parking): <b>\$450.00</b> (Airport shuttle/Taxi \$200.00 / Baggage \$250.00)	
	<b>Total: \$11,711.49</b>	
How is this trip addressed in your campus or the district plan?	<b>District Plan Goal</b> CCISD will provide for effective systems of communication and parent/community involvement.	

- ★ **Car Rental – Contact the Business Office for Vendors**
- ★ Attach supporting documentation and the principal's / director's letter of approval.
- ★ Submit form and documentation to the Superintendent's Secretary. Information must be received two weeks prior to the regularly scheduled Board meeting. If Board approval is necessary for purchasing airline tickets or for paying pre-registration fees, information must be submitted three months prior to the out of state trip.