

Agenda of Regular Meeting

The Board of Trustees of Groesbeck ISD

A Regular Meeting of the Board of Trustees of Groesbeck ISD will be held Tuesday, April 21, 2026, beginning at 6:00 PM in the GISD Administration Office Board Room, 1202 N Ellis, Groesbeck, TX 76642.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. **CALL TO ORDER**
- II. **INVOCATION**
- III. **PLEDGES TO THE FLAGS**
- IV. **REVIEW DISTRICT MISSION STATEMENT**
- V. **PUBLIC COMMENT (Agenda/Non-Agenda Items)**
- VI. **PUBLIC HEARING: PRESENTATION OF THE GROESBECK ISD'S INTERNET SAFETY POLICY AND CHILDREN'S INTERNET PROTECTION ACT (CIPA)**

Groesbeck ISD Internet Safety Policy

The school district has technology protection measures for all computers/laptops in the school district, including computers in media centers/libraries, that block and/or filter visual depictions that are obscene, child pornography, and harmful to minors as defined in the Children's Internet Protection Act (CIPA). The school district will certify that schools in the district, including media centers and libraries, are in compliance with the Children's Internet Protection Act.

Compliance measures contained within this plan address the following:

Access by Minors to Inappropriate Matter on the Internet and World Wide Web

1. Users will not use the district system to access profane or obscene material (pornography) that advocates illegal acts of violence or discrimination toward other people (hate literature). However, a notable exception may be made for hate literature for students if the purpose of such access is to conduct research, and both the teacher and the parent approve access. District employees may access the above material only in the context of legitimate research.
2. If a user inadvertently accesses such information, they should immediately disclose the inadvertent access in a manner specified by their school. Students should immediately notify teachers, and teachers and staff should immediately notify the building administration. The Building administration should immediately notify the director of technology. This will protect users against allegations of intentionally violating the acceptable use policy.
3. The fact that the filtering technology has not protected against access to certain material does not create the presumption that such material is appropriate for users to access. Similarly, the fact that the filtering software has protected access to certain material does not create the presumption that the material is inappropriate for users to access.
4. The school district will provide students access to Internet resources only in supervised environments and has taken steps to lock out objectionable areas to the greatest extent possible, but potential dangers remain.

Safety and Security of Minors When Using Electronic Mail, Chat Rooms, Cyber-Bullying Awareness and Other Forms of Direct Electronic Communications and Unauthorized Disclosures

1. Student users will not post or share contact information about themselves or others. Personal contact information includes the student's name, along with other information that would allow an individual to locate the student, including, but not limited to, parent(s) name(s), home address/location, work address/location, or phone number.
2. Elementary and middle school students will not disclose their full name or any other personal contact information for any purpose.
3. High school students will not disclose personal contact information except to educational institutions for educational purposes, companies, or other entities for career development purposes, or with specific staff approval.
4. Students will not disclose names, personal contact information, or any other private or personal

information about other students under any circumstances. Students will not forward a message sent to them privately without the permission of the person who sent them the message.

5. Students will not agree to meet someone they have met online.
6. Students will promptly disclose to their teacher or another school employee any message they receive that is inappropriate or makes them feel uncomfortable. Students should not delete such messages until a staff member instructs them to do so.
7. Students will be educated on cyberbullying awareness and inappropriate and appropriate online behaviors and responses.

Unauthorized Access, Including “Hacking” and Other Unlawful Activities by Minors Online

1. Security is a high priority on any computer network, especially when the network involves many users. If users feel they can identify a security problem on the computer network, they must notify a network administrator or building-level administrator. The user should not inform individuals other than network or building administrators of a security problem.
2. Users are responsible for using their individual accounts and should take all reasonable precautions to prevent others from using them. Under no circumstances should a user provide their password to another person.
3. Passwords to the network should not be easily guessed by others, nor should they be words that could be found in a dictionary.
4. Attempts to log in to the network using either another user’s account or as a network administrator could result in the termination of the account. Users should immediately notify a network administrator if a password is lost or stolen or if they have reason to believe that someone has obtained unauthorized access to their account. Any user identified as a security risk will have limitations placed on the usage of the network or may be terminated as a user and be subject to other disciplinary action.
5. Users will not attempt to gain unauthorized access to the district system or any other computer system through the district system or go beyond their authorized access. This includes attempting to log in through another person’s account or accessing another person’s files. These actions are illegal, even if only for the purpose of “browsing.”
6. Users will not deliberately attempt to disrupt the computer system's performance or destroy data by spreading computer viruses or by any other means. These actions are illegal.
7. Users will not use the district system to engage in any illegal act, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of a person, etc.
8. Users will not attempt to access websites blocked by district policy, including the use of proxy services, software, or websites.
9. Students will not attempt to access non-instructional district systems, such as student information systems or business systems.
10. Users will not use sniffing or remote access technology to monitor the network or other users’ activity.

11. Users will not use any wired or wireless network (including third-party internet service providers) with equipment brought from home. Examples include using a home computer or laptop on the network or accessing the Internet from any device not owned by the district.
12. Users will not use district equipment, networks, or credentials to threaten employees or students or disrupt the educational program.
13. Users will not possess published or electronic material designed to promote or encourage illegal behavior, or that could threaten school safety, or use the Internet or school websites to encourage illegal behavior or threaten school safety.
14. Users will not use the district equipment, network, or credentials to send or post electronic messages that are abusive, obscene, sexually-oriented, threatening, harassing, damaging to another's reputation, or illegal.

Technology Protection Measure (Internet Filtering)

The district has selected a technology protection measure (SonicWall content filtering) for use with the district's Internet system. The filtering technology will always be configured to protect against access to material that is obscene, illegal (i.e., child pornography), and material that is harmful to minors, as defined by the Children's Internet Protection Act. The district or individual schools may, from time to time, reconfigure the filtering software to best meet the educational needs of the district or schools and address the safety needs of the students. Furthermore, the GoGuardian content filtering client also monitors the student laptops to facilitate filtering for in-district and home use of district resources.

The district technology department will conduct an annual analysis of the effectiveness of the selected filter and will make recommendations to the Superintendent regarding its selection and configuration.

The filter may not be disabled at any time that students are using the district internet system if such disabling will cease to protect against access to prohibited materials under the Children's Internet Protection Act. However, the filter may be disabled during non-student use time for system administrative purposes.

Filtering technology has been found to inappropriately block access to appropriate material. To ensure that the implementation of the technology protection measure is accomplished in a manner that retains district control over decision-making regarding the appropriateness of the material for students, does not unduly restrict the educational use of the district Internet system by teachers and students, and ensures the protection of students' constitutional right to access to information and ideas. Educators can contact the network/campus administrator to unblock access to sites blocked by the filter.

Building administrators will be granted authority to unblock access. Individuals granted authority to unblock sites must meet necessary technical proficiency standards to ensure the system's security. The technology department shall determine such standards.

To unblock a site, the authorized individual must review its content outside of the presence of any student before allowing access to the site by a student.

Reports of all instances of unblocking will automatically be forwarded to the technology director.

Board Approved:

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- VII. **CONSIDER AND APPROVE THE GROESBECK ISD'S INTERNET SAFETY POLICY**
 - VIII. **DISCUSSION ON THE COMMUNITY IN SCHOOLS (CIS) PROGRAM**
 - IX. **CONSIDER AND APPROVE THE GROESBECK ISD'S NUTRITION AND WELLNESS PLAN**

Groesbeck ISD

School Nutrition and Wellness Plan

I. Purpose

To establish a policy that addresses nutrition education goals, physical activity goals, nutrition standards for all foods available on school campuses during the school day when school is in session, and other school-based activity goals designed to promote student wellness.

II. Overview of Goals

- A. The primary goal of the nutrition education component is to influence students' eating behaviors. All students shall possess the knowledge and skills necessary to make nutritious and enjoyable food choices for a lifetime.
- B. The primary goal for Groesbeck ISD's physical activity component is to provide opportunities for every student to develop the knowledge and skills for specific physical activities, maintain physical fitness, regularly participate in physical activity, and understand the short and long-term benefits of a physically active and healthy lifestyle.
- C. The primary goal for Groesbeck ISD's nutrition guidelines component is to ensure that school meals meet the program requirements and nutrition standards set forth under the 7 CFR (Code of Federal Regulation) Part 210 (National School Lunch Program) and Part 220 (School Breakfast Program).
- D. The primary goal for Groesbeck ISD's wellness component is to create and maintain a school environment that provides consistent information and activities that promote wellness and are conducive to a healthy lifestyle.

III. Nutrition and Wellness Policy

Groesbeck ISD will comply with Section 204 of the Federal Child Nutrition and WIC (Women, Infants, and Children) Reauthorization Act of 2004. The regulations were updated in 2011 based on the Institute of Medicine (IOM) recommendations to include:

- Increasing the amount and variety of fruits, vegetables, and whole grains
- Setting a minimum and maximum level of calories
- Focusing more on reducing saturated fat and sodium

A. Goals to Promote Nutrition Education:

1. Students will be encouraged to eat a healthy breakfast and learn to choose healthy foods during lunch.

2. Nutrition education will involve sharing information with students, families, and the broader community to positively impact students and the health of the community.
3. Nutrition education will be offered in the school cafeteria and in the classroom, with coordination between school food service staff, teachers, and outside resources. Educational aides about nutrition will be offered to help turn the eating environment into a learning environment.
4. Monthly menus will be available to families.

B. Goals to Promote Physical Activity:

The primary focus of the integrated curriculum is for schools to provide quality physical education in which students engage in maximum amounts of enjoyable (moderate to vigorous physical activity) during class time.

1. PE teachers will work with SHAC to increase the number of children in healthy fitness zone as assessed by Fitness Gram through activities and initiatives.
2. Physical activity will be integrated across the curricula and throughout the school day. Movement can be made a part of math, science, language arts, and social studies.
3. Time allotted for physical activity will be consistent with research, national and state standards.
4. GISD will promote extra-curricular activities, such as band, athletics, and FFA, and encourage students to become more physically active outside of school. After-school programs will involve activities that promote exercise and movement.
5. Physical education will include the instruction of individual activities as well as competitive and non-competitive team sports to encourage life-long physical activity.

C. Goals to Promote Overall Wellness and Healthy Lifestyles:

Groesbeck ISD will implement several school-based activities to not only promote student wellness but also to help incorporate the community and families in our school's efforts to achieve a healthier school environment.

1. Groesbeck ISD will maintain a School Health Advisory Council (SHAC). In addition to its other duties, the School Health Council will monitor, review, and as necessary recommend revision of the school nutrition and wellness policy to the Board of Education and/or the Superintendent. The council will serve as a resource to Groesbeck ISD in the implementation of this policy.

2. Provide support for the health of all students is demonstrated by hosting vision, scoliosis, and hearing screenings for GSD students.
3. Schools will offer a range of activities that meet the needs, interests, and abilities of all students, including boys, girls, students with disabilities, and students with special health care needs.
4. The SHAC committee will work with administrators, teachers, and auxiliary staff to develop and implement procedures to promote overall wellness and healthy lifestyles related to our population.
5. The DASH committee will work in conjunction with SHAC to promote health and wellness at the high school, including initiatives such as “Red Ribbon Week,” and to increase awareness of the dangers of texting while driving and other high-risk behaviors.
6. The Student Council will work in conjunction with SHAC to continue to create awareness and decrease bullying incidents throughout the district.

D. Goals to Promote Nutritional Guidelines and Standards

Groesbeck ISD follows the Texas Public School Nutrition Policy, which guides the effort in reducing childhood obesity by stating specific guidelines on availability and sale of Food of Minimal Nutrition Value (FMNV), competitive foods, as well as portion size limitations on certain items.

1. The child nutrition program will ensure that all students have affordable access to the varied and nutritious foods they need to stay healthy and learn well.
2. Meals served through the National School Lunch and Breakfast Programs will adhere to the federal guidelines.
3. Each school will strive to increase participation in the available federal Child Nutrition programs (school breakfast and lunch).

E. Monitoring of the Nutrition and Wellness Policy

The superintendent or designee will ensure compliance with established district-wide nutrition and physical activity wellness policies. In each school, the principal or designee will ensure compliance with those policies in his/her school and will report on the school’s compliance to the school district superintendent or designee.

1. The school food service director and staff will ensure compliance with nutrition policies within school food service areas and will report compliance issues to the superintendent.
2. The school district will report to the Board of Trustees on the most recent USDA School Meals Initiative (SMI) review findings and any resulting changes.

3. The School Health Advisory Council (SHAC) for the district will meet a minimum of four times annually, develop and monitor wellness and nutrition goals, review the wellness plan, and report progress annually to the board of trustees.
4. School nurses will serve as advisors to the SHAC committee, maintain records and compliance with state health initiatives and laws, such as immunizations, and report compliance issues to the superintendent or designee.

F. Future Goals for GISD

- 1. Health Screening for GISD employees**
 - a. Allow our medical students to conduct basic tests**
 - b. Help provide Major Health Screenings for all employees annually**
- 2. VAPE presentations for kids 6th-8th Grade**
- 3. Career and College Fair at the High School on an annual basis**
- 4. Provide teachers with workout equipment throughout the district**

Updated/Reviewed by GISD SHAC Committee April 15, 2026

School Administrator Representative – Scott Cummings

Approved by Groesbeck ISD Board of Trustees April 21, 2026

Superintendent – Scott Cummings

Board of Trustees – Aslone Foy

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- X. **CONSIDER AND APPROVE RESOLUTION OF THE BOARD OF TRUSTEES GROESBECK INDEPENDENT SCHOOL DISTRICT SB 546 SEAT BELT REQUIREMENTS — FINANCIAL INABILITY DETERMINATION**

Easy Way Safety Services, Inc.

10939B Reed Hartman Hwy
Cincinnati, OH 45242

Sales Order

Date	S.O. No.
2/13/2026	56721

Name / Address
Groesbeck ISD Attn: Sue Waller 604 South Ellis Street Groesbeck, TX 76642 254-729-4118

Ship To
Groesbeck ISD Attn: Sue Waller 604 South Ellis Street Groesbeck, TX 76642 254-729-4118

P.O. No.	Project
Sue 2/13/26	

Item	Description	Ordered	Rate	Amount
0Z2139L68001-01	QS11-39 Left side wall/track mount in Prevail THO Grey with 3 3PT Lap/Shoulder Belts	546	995.00	543,270.00T
0Z2136L68006-00	QS11-36 Left side wall/track mount in Prevail THO Grey with 3 3PT Lap/Shoulder Belts	7	995.00	6,965.00T
0Z2130L68090-00	QS11-30 Left side wall/track mount in Prevail THO Grey with 2 3PT Lap/Shoulder Belts	22	995.00	21,890.00T
0Z2126L68015-00	QS11-26 Left side wall/track mount in Prevail THO Grey with 3 3PT Lap/Shoulder Belts	2	995.00	1,990.00T
F500475-BAA	Upgrade Kit Back.Gen5.IC.39.B.12D.NICS.33PT.Gray Fireguard F500475-BAA	22	750.00	16,500.00T
Bus Seat Installation	Includes delivery of seats, installation of the news seats, and removal of all of the old seats. The Pricing is listed per bus. Installation is optional but recommended 26 buses with a total of 546 39" seats 22 buses with a total of 22 30" seats	29	15,000.00	435,000.00T

Thank you for your business. If you have any questions please contact Tom Sackett at 800-543-0575.

Subtotal
Sales Tax (0.0%)
Total

Easy Way Safety Services, Inc.

10939B Reed Hartman Hwy
Cincinnati, OH 45242

Sales Order

Date	S.O. No.
2/13/2026	56721

Name / Address
Groesbeck ISD Attn: Sue Waller 604 South Ellis Street Groesbeck, TX 76642 254-729-4118

Ship To
Groesbeck ISD Attn: Sue Waller 604 South Ellis Street Groesbeck, TX 76642 254-729-4118

P.O. No.	Project
Sue 2/13/26	

Item	Description	Ordered	Rate	Amount
	2 buses with a total of 2 26" seats 1 bus with a total of 7 36: seats 2 IC buses with a total of 22 seats			

Thank you for your business. If you have any questions please contact Tom Sackett at 800-543-0575.

Subtotal	\$1,025,615.00
Sales Tax (0.0%)	\$0.00
Total	\$1,025,615.00

**RESOLUTION OF THE BOARD OF TRUSTEES
GROESBECK INDEPENDENT SCHOOL DISTRICT
SB 546 SEAT BELT REQUIREMENTS –
FINANCIAL INABILITY DETERMINATION**

WHEREAS, Senate Bill 546 (89th Texas Legislature) requires that all school buses operated by or contracted for use by a school district be equipped with three-point seat belts for every passenger, including the operator, with full compliance required no later than September 1, 2029; and

WHEREAS, Groesbeck ISD currently operates a fleet that includes a significant number of buses that do not meet the newly mandated safety equipment requirements; and

WHEREAS, the estimated cost to replace or retrofit the non-compliant buses creates a substantial financial burden on the District, and current budget conditions do not permit full compliance within the required timeframe; and

WHEREAS, SB 546 authorizes a school district to determine, through Board action, that the District's budget does not permit the purchase of compliant buses or retrofitting of non-compliant buses at this time, provided that required reporting to the Texas Education Agency (TEA) is completed; and

WHEREAS, the Board of Trustees has reviewed the fleet inventory, cost projections, and multi-year capital replacement requirements and finds that full compliance by the statutory deadline is not financially feasible under current funding conditions; and

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Trustees of Groesbeck ISO hereby determines that the District's current budget does not permit full compliance with SB 546 by September 1, 2029.

The Board directs the Superintendent to submit the required SB 546 reporting to the Texas Education Agency, including the fleet inventory, cost estimates, and this Resolution.

The Board further directs the Superintendent to develop a phased, fiscally responsible replacement and/or retrofit plan and to provide updates to the Board as part of the annual budget planning.

Adopted and approved this ____ day of _____, 2026, by the Board of Trustees of Groesbeck Independent School District.

Aslone Foy, Board President

Scott Cummings, Superintendent

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- XI. **CONSIDERATION AND APPROVAL OF AN ORDER BY THE BOARD OF TRUSTEES OF THE GROESBECK INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE REDEMPTION OF "GROESBECK INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2018", AND ENACTING OTHER PROVISIONS RELATING THERETO**

**GROESBECK INDEPENDENT SCHOOL DISTRICT
ORDER AUTHORIZING THE REDEMPTION OF CERTAIN BONDS**

WHEREAS, Groesbeck Independent School District (the "*District*") has issued the following public securities:

Groesbeck Independent School District Unlimited Tax School Building Bonds, Series 2018 (the "*Bonds*");

WHEREAS, the Bonds maturing on February 15, 2027 through February 15, 2029 are subject to redemption prior to stated maturity, at the option of the District, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2026, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption;

WHEREAS, the Bonds maturing on February 15, 2027 through February 15, 2028 and on February 15, 2029 are subject to redemption prior to stated maturity, at the option of the District, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2026, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption;

WHEREAS, Section 45.001, Texas Education Code, as amended, authorizes the District to levy, pledge, assess, and collect annual ad valorem taxes sufficient to pay the principal of and interest on its Bonds as or before the principal and interest become due; and

WHEREAS, this Board of Trustees of the District finds and determines that it is necessary and in the best interests of the District to use excess interest and sinking fund (I&S) tax collections to redeem the Bonds; and

WHEREAS, the District is authorized to deposit any available funds or resources directly with a trust company or commercial bank that does not act as a depository for the District, in order to make financial arrangements for the final payment of its outstanding Bonds; and

WHEREAS, the order that authorized the issuance of the Bonds provides that notice of redemption of the Bonds shall be mailed to the registered owners thereof at least thirty days prior to the redemption date; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT:

Section 1. The District hereby exercises its option to redeem the Bonds on the first

available call date of August 15, 2026 (the "*Redemption Date*"), in the principal amounts as follows (such Bonds are the "*Redeemed Bonds*"). The Superintendent and the Business Manager (each an "*Authorized Officer*") is authorized to modify the particular maturities, or portions thereof, of the Bonds that may be Redeemed Bonds to be redeemed on the Redemption Date.

Sinking Fund Payment Date	CUSIP	Principal Amount Outstanding	Principal Amount Redeemed	Interest Rate on Bonds to be Redeemed
02/15/2027	398748DJ9	\$695,000.00	\$695,000.00	3.00%
02/15/2028	398748DK6	\$710,000.00	\$710,000.00	3.00%
02/15/2029	398748DL4	\$730,000.00	\$730,000.00	3.00%

Section 2. On or before August 30, 2026, the District shall deposit with or make available to BOKF, NA, Dallas, Texas, or any successor paying agent/registrars (the "*Paying Agent/Registrar*"), funds in an amount sufficient to pay the redemption price of the portion of the Redeemed Bonds called for redemption on the Redemption Date.

Section 3. The portion of the Redeemed Bonds so called for redemption shall be presented for redemption and payment to the Paying Agent/Registrar in accordance with a notice of redemption and shall not bear interest after the Redemption Date. The notice of redemption shall be mailed by the Paying Agent/Registrar at least thirty days prior to the Redemption Date by United States mail, first-class postage prepaid, to the registered owner of each Redeemed Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed and to major securities depositories, national bond rating agencies and bond information services.

Section 4. Each Authorized Officer are hereby authorized and directed to take such actions and to execute and deliver such documents, certificates and receipts, including without limitation notice of redemption and material events notices with respect to the Redeemed Bonds, as necessary or appropriate to consummate the transactions authorized by this Order and to redeem the Redeemed Bonds in accordance with the provisions and requirements of said Bonds.

PASSED AND APPROVED ON 21st day of April, 2026.

Aslone Foy, President
GISD Board of Trustees

Bridgett Jackson-Tatum, Secretary
GISD Board of Trustees

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- XII. **CONSIDERATION AND APPROVAL OF AN ORDER BY THE BOARD OF TRUSTEES OF THE GROESBECK INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF "GROESBECK INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2026", LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT AND A PAYING AGENT/REGISTRAR AGREEMENT RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO**
- XIII. **DELIBERATION AND POSSIBLE ACTION TO APPROVE THE OWNER-ENGINEER AGREEMENT BETWEEN THE DISTRICT AND FRANKLIN GEOTECHNICAL, LLC FOR THE GROESBECK ISD BASEBALL/SOFTBALL FIELD PROJECT**



AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of April in the year 2026

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

Groesbeck Independent School District
1202 N. Ellis
Groesbeck, Texas 76642
254.729.4100: T
254.729.2391: F

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

Franklin Geotechnical, LLC
8304 Cardiff Cir.
Plano, Texas 75025
214.274.6309: T

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

Groesbeck ISD Baseball/Softball Field Project

The Owner and Engineer 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.

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- 3 SCOPE OF ENGINEER'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 10 MISCELLANEOUS PROVISIONS
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- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Initial Information related to the Project includes the following subsections to this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 Intentionally Omitted.

§ 1.1.2 The Project:

Groesbeck ISD Baseball/Softball Field Project

§ 1.1.3 Intentionally Omitted.

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

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

Job Order Contracting.

§ 1.1.6 Intentionally Omitted.

§ 1.1.7 Intentionally Omitted.

§ 1.1.8 Intentionally Omitted.

§ 1.1.9 Intentionally Omitted.

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

Daniel L. Franklin, Professional Engineer
Franklin Geotechnical, LLC
8304 Cardiff Cir.
Plano, Texas 75025
214.274.6309: T
dan@franklingeo.com

§ 1.2 The Owner and Engineer may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change.

§ 1.3 ARCHITECT/ENGINEER

Any reference herein to the term "Architect" or "Engineer" or "Architect/Engineer", regardless of whether the text notes "Architect" or "Engineer" or "Architect/Engineer" shall be the person/entity identified as the Engineer for this Project on the first page of this Agreement.

ARTICLE 2 ENGINEER'S RESPONSIBILITIES

§ 2.1 The Engineer shall provide professional services as set forth in this Agreement. The Engineer represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, and shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Engineer shall perform the professional services required under this Agreement with the professional skill and care ordinarily provided by competent Engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. The Engineer shall perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent Engineer.

§ 2.2.1 Engineer certifies that Engineer is a registered professional engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupational Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost of construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Engineer shall be responsible to confirm same as to any consultants used by Engineer. Engineer agrees to notify Owner should Engineer's or any consultant's registration status change. Engineer certifies that Engineer and Engineer's employees, consultants and agents are eligible to work under federal, state and local immigration laws and

regulations.

§ 2.2.2 The Engineer shall be responsible for compliance with all the requirements of the Texas Engineering Practice Act, Texas Occupation Code Chapter 1001, including but not limited to reviewing, approving and sealing the project documents.

§ 2.2.3 The Engineer shall exercise the Engineer's Standard of Care in performing all aspects of the Engineer's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition, or discovery of the Engineer or reference to any similar term shall include the constructive knowledge, inference, reliance awareness, determination, belief, observation, recognition attributed to the Engineer ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Engineer would have obtained upon the exercise of the Engineer's Standard of Care.

§ 2.2.4 The Engineer shall be responsible for the performance of the Engineer's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state, local government bodies, agencies, authorities and courts having jurisdiction over the Project.

§ 2.3 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project. Owner shall have the right to rely on all communications of such representative without any further inquiry or investigation by Owner.

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

§ 2.5 The Engineer shall, at its own and sole expense, purchase from and maintain (or cause to be maintained in the case of consultants to the Engineer or other professionals employed or used by Engineer) the following insurance in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located for not less than the limits stated below, or greater if required by law, for the duration of this Agreement or for such longer periods as may be required herein:

TYPE OF INSURANCE	LIMIT OF LIABILITY	
<u>Commercial General Liability (CGL)</u>	\$2,000,000.00	General Aggregate
	\$1,000,000.00	Each Occurrence
	\$2,000,000.00	Products and Completed Operation
	\$1,000,000.00	Damage to Rented Premises – each occurrence
	\$10,000.00	Medical Expense (any one person)
	\$1,000,000.00	Personal and Adv. Injury
CGL coverage shall include liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.		
<u>Automobile Liability</u>	\$1,000,000.00	Combined Single Limit (ea. accide
<u>Professional Liability</u>	\$1,000,000.00	Per Claim
	\$1,000,000.00	Annual Aggregate
<u>Excess/Umbrella Liability</u>	\$1,000,000.00	Each Occurrence
	\$1,000,000.00	Aggregate

§ 2.5.1 The required insurance must be written by companies acceptable to the Owner. The required insurance policies, except for professional liability insurance, shall and must name the Owner, its officials, employees, and officers as additional insureds. The required insurance policies shall contain no specific limitations on the coverage afforded the Additional Insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.2 All insurance and limits of liability required herein shall be in effect as of the earlier of the effective date of this Agreement or the date of the commencement of Engineer's services in relation to the Project and shall remain in effect continuously throughout the term of this Agreement or for such longer periods as are required herein. In the case of Professional Liability insurance, the required coverage and limits of liability shall remain in effect for a minimum period of two (2) years following the completion of professional services hereunder.

§ 2.5.3 If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not fewer than thirty-six (36) months following completion of this Agreement and acceptance by Owner.

§ 2.5.4 The Engineer shall be responsible for verifying insurance coverage in the required amounts of all Consultants or other professionals employed by or used by the Engineer and obtaining the required certificates of insurance before any such Consultants or other professionals begin work on the Project.

§ 2.5.5 The insurance policies required by this Agreement shall be endorsed to reflect that the Engineer's insurance coverage is primary over any other applicable insurance coverage held by Owner.

§ 2.5.6 Insurance provided pursuant to this Section shall be considered a part of the Engineer's basic services and shall not be a Reimbursable Expense.

§ 2.5.7 Certificates of insurance acceptable to the Owner and naming the Owner, its officials, employees, and officers as additional insureds shall be filed with the Owner prior to commencement of the Engineer's services or the services of consultants to the Engineer or other professionals employed or used by Engineer in relation to the Project, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required herein shall contain a provision that coverages afforded under the policies will not be canceled, non-renewed, allowed to expire, or materially changed until at least thirty (30) days' prior written notice has been given to the Owner.

§ 2.5.8 The Engineer shall notify Owner in writing and by certified mail or personal delivery, within ten (10) days after the Engineer knew or should have known of any change that materially affects the provision of the required insurance coverages of any person providing services on the Project.

§ 2.5.9 Engineer affirms that Mr. Daniel L. Franklin, Professional Engineer, is a sole proprietorship, and that the principal, Mr. Daniel L. Franklin, is the only member of the firm. It is further affirmed that Mr. Daniel L. Franklin, and only Mr. Daniel L. Franklin, will be the individual from Engineer's firm who will be performing on-site services and observations in accordance with the requirements of this Agreement. No other employee of Engineer, if any, will be permitted on the Owner's property. If Engineer sends anyone other than Mr. Daniel L. Franklin to the Owner's property, the Engineer will be required to provide workers' compensation insurance coverage in the amount required by Texas law prior to the individual coming onto school property.

§ 2.5.9.1 Engineer understands and agrees that a certain degree of risk of injury to Mr. Daniel L. Franklin exists in the on-site performance of the Engineer's duties under this Agreement. Engineer and Mr. Daniel L. Franklin voluntarily assume the risk that an injury to Mr. Daniel L. Franklin might occur and waive any and all claims that might be brought against the Owner.

§ 2.5.9.2 TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY LANGUAGE HEREIN TO THE CONTRARY, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES (COLLECTIVELY, "PARTIES INDEMNIFIED") FROM AND AGAINST ALL CLAIMS AND SUITS FOR BODILY INJURY OR DEATH OF MR. DANIEL L. FRANKLIN, AN EMPLOYEE OF THE ENGINEER, THE ENGINEER'S AGENT, THE ENGINEER'S CONSULTANT, OR THE ENGINEER'S SUBCONTRACTOR OF ANY TIER, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR SUITS ARE BASED IN WHOLE OR IN PART UPON THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER, ITS OFFICERS OR ITS EMPLOYEES. THE INDEMNITY REQUIRED BY THIS PARAGRAPH 2.5.9.2 IS IN ADDITION TO ANY OTHER INDEMNITY OBLIGATIONS REQUIRED OF THE ENGINEER UNDER THIS AGREEMENT.

§ 2.5.10 Duration of the Project includes the time from the beginning of the Work on the Project until the Engineer's work on the Project has been completed and accepted by the Owner.

§ 2.5.10.1 Employees providing services on the Project include all persons or entities employed or contracted by the Engineer and performing all or part of the services the Engineer has undertaken to perform on the Project, that furnishes persons to provide services on the Project.

§ 2.5.10.2 If coverage period shown on the Engineer's current certificate of coverage ends during the duration of the Project, the Engineer must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 2.5.10.3 The Engineer shall obtain from each person providing services on the Project, and provide to the Owner:

- .1** A certificate of coverage, prior to that person beginning work on the Project, so Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2** No later than seven (7) days after receipt by the Engineer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ 2.5.11 The Engineer's failure to comply with any of the provisions in this § 2.5 and its subparts is a material breach of contract by the Engineer that entitles the Owner to immediately declare the contract void and terminate this Agreement.

§ 2.5.12 The Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under this Section 2.5 and its subparts, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6 Upon the written request of the Owner, the Engineer shall remove from the Project any employee of the Engineer to whom the Owner makes a reasonable objection. The Engineer shall replace any such employee with an equally qualified employee in a timely manner.

§ 2.7 The Engineer shall provide a design which, when constructed in accordance with the Contract Documents applicable to the Project, will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders, and other legal requirements, including but not limited to, all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements, regulations and ordinances relating to the construction, use, and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to the Owner's approval of the completed Construction Documents. The Engineer shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.8 The Engineer represents, subject to the Standard of Care described in § 2.2, to the Owner that all Design Documents and other documents prepared and issued by the Engineer pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal, and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. The Engineer shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies, or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a material breach of this Agreement.

§ 2.9 Notwithstanding any provision of this Agreement to the contrary, services made necessary as a result of the Engineer's failure to timely provide accurate or complete information, approvals, or clarifications, or to timely render a recommendation/decision, shall be considered Basic Services.

ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

§ 3.1 The Engineer's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services and further includes, but is not limited to:

Design Services:

1. Develop drawings and specifications for the Project.
2. Schematic design.
3. Provide engineering analysis and design services necessary for the Project.
4. Provide all required engineering services for the Project.

Construction Management Services:

1. Attend the design kickoff meeting and design review meetings with Symmetry Sports, LLC personnel as reasonably necessary to complete the project construction drawings and specifications.
2. Perform field observations on a biweekly (once every two (2) weeks) basis during construction to observe and document general construction activities.
3. Provide a written biweekly report to Owner summarizing observed construction activities and general progress.
4. Provide additional site inspections as requested by Owner, subject to prior written authorization.

§ 3.1.1 The Engineer shall manage the Engineer's services. The Engineer shall promptly notify the Owner of any direct communications with the Contractor that affect the Engineer's services.

§ 3.1.2 Intentionally Omitted.

§ 3.1.3 Intentionally Omitted.

§ 3.1.4 Intentionally Omitted.

§ 3.1.5 Intentionally Omitted.

§ 3.1.6 Intentionally Omitted.

§ 3.1.7 To the extent required by law, the Engineer shall sign and seal the Construction Documents and make the certifications required by § 61.1040. As used in this § 3.1.7, the meaning of the word "certify" shall include, but not be limited to, the meaning ascribed to it in 19 TAC § 61.1040.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 Based on the Owner's approval of the preliminary design, the Engineer shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.2 The Engineer shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.3 The Engineer shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved design and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals.

§ 3.3.2 The Engineer shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 General

§ 3.4.1.1 Intentionally Omitted.

§ 3.4.1.2 The Engineer shall advise and consult with the Owner during the Construction Phase Services as necessary pertaining to the design. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents; provided, however, that nothing herein shall absolve the Engineer's responsibility for means, methods, techniques, sequences or procedures specified in the Contract Documents or otherwise specified by the Engineer. The Engineer shall be responsible for the Engineer's negligent acts or omissions and for the failure of the Engineer to comply with the requirements of this Agreement, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work, including the Contractor and the Contractor's subcontractors.

§ 3.4.1.3 The Engineer's responsibility to provide Construction Phase Services, if any, commences with the award of the Contract for Construction and terminates on the date Final Completion is reached.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Engineer shall inspect the site at intervals appropriate to the stage of construction, as needed and requested by the Owner. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

ARTICLE 4 INTENTIONALLY OMITTED

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Engineer. The Owner and the Engineer shall thereafter agree to a corresponding change in the Project's scope and quality. The Engineer shall not unreasonably withhold agreement.

§ 5.3 The Owner shall identify a representative to represent the Owner with respect to the Project and to whom all matters requiring the Owner's approval or authorization shall be submitted. This representative shall convey such matters to Owner's officers and/or governing bodies, as appropriate.

§ 5.4 The Owner shall, to the extent they are in Owner's physical possession, furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information, to the extent they are in Owner's physical possession, shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

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

§ 5.6 Intentionally Omitted.

§ 5.7 Intentionally Omitted.

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials when such are reasonably required by the scope of the Project.

§ 5.10 At the Owner's absolute and sole discretion, the Owner may furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

§ 5.12 The Owner shall include the Engineer in all communications with the Contractor that relate to or affect the Engineer's services or professional responsibilities. Communications by and with the Engineer's consultants shall be through the Engineer.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be Contract Sum paid to the Contractor by the Owner to construct all elements of the Project designed or specified by the Engineer and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Engineer; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and updated estimates of the Cost of the Work, prepared by the Engineer, represent the Engineer's judgment as a design professional. It is recognized, however, that neither the Engineer nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Engineer.

§ 6.3 Intentionally Omitted.

§ 6.4 Intentionally Omitted.

§ 6.5 If at any time the Engineer's estimate of the Cost of the Work, if any, exceeds the Owner's budget for the Cost of the Work, the Engineer, to the extent it provided Owner with an estimate of the cost of the Work, shall work with Owner's representative in making appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall work with the Engineer accordingly.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Engineer and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party has the right to transmit such information for its use on the Project.

§ 7.2 The Engineer and the Engineer's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Engineer and the Engineer's consultants. Not limited to the following, the Owner shall have the right to retain copies, including those in electronic format and reproducible copies, of the Engineer's and the Engineer's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project. Engineer shall provide to Owner all drawings, specifications, and instructions to Contractor (including the necessary number of paper and electronic copies), that are within the Engineer's scope of services and that are sufficient for Owner to complete construction of the Project and are free from material defects or omissions.

§ 7.3 The Engineer grants to the Owner a nonexclusive, perpetual, irrevocable, and royalty-free right and license to use the Engineer's Instruments of Service for the Owner's purposes, which may include but shall not be limited to, constructing, using, maintaining, altering and adding to the Project. The Engineer shall obtain similar nonexclusive, perpetual, irrevocable, and royalty-free rights and licenses from the Engineer's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, perpetual, and royalty-free right and license to use all of the Instruments of Service for any and all purposes in any manner the Owner deems fit, including, but not limited to, any future renovation, addition, or alteration to the Project and any future maintenance or operations issues. The Owner shall further have an irrevocable, perpetual, and royalty-free right and license to use any and all Instruments of Service and to make derivative Works thereof for the purpose of completing the Project in the event Engineer is terminated in accordance with the provisions of this Agreement, without regard to whether the termination is for cause, is adjudicated to have been wrongful, or is for the convenience of the Owner. In the event the Owner shall make derivative works of the Engineer's Instruments of Service pursuant to this Section, the Engineer shall bear no liability for errors or omissions appearing in such derivative works. Notwithstanding anything in this Agreement to the contrary, the irrevocable, perpetual, and royalty-free right and license to use any and all Instruments of Service as provided in this Article 7 is granted to the Owner without any restriction on future use.

§ 7.4 Intentionally Omitted.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, within the period specified by applicable law.

§ 8.1.2 INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENGINEER SHALL INDEMNIFY THE OWNER FROM AND AGAINST ANY AND ALL LIABILITY FOR DAMAGES ARISING OUT OF OR RESULTING

FROM THE ENGINEER'S PERFORMANCE OF ITS WORK, BUT ONLY TO THE EXTENT SUCH DAMAGES ARE CAUSED BY OR RESULT FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER, THE ENGINEER'S AGENT(S), THE ENGINEER'S CONSULTANT(S) UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL. THESE INDEMNIFICATION OBLIGATIONS SHALL ALSO BE LIMITED TO DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM. THE INDEMNIFICATION OBLIGATION CONTAINED IN THIS § 8.1.2 SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS PARAGRAPH.

§ 8.1.3 The Engineer and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution, except that if litigation must be filed due to the running of a limitations period before mediation can be conducted, such litigation will be stayed until such time as mediation can be conducted.

§ 8.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.3 Binding Dispute Resolution; Governing Law; Exclusive Venue

§ 8.3.1 BINDING DISPUTE RESOLUTION.

The method of binding dispute resolution of any dispute between the Parties to this Agreement shall be **litigation** in the state district courts of Limestone County, Texas.

§ 8.3.2 GOVERNING LAW.

This Agreement 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 this Agreement.

§ 8.3.3 EXCLUSIVE VENUE.

The Parties to this Agreement expressly agree that the exclusive venue and place of trial of any cause of action or other dispute arising out of, in connection with, or related in any way to the Work, the Project, this Agreement, or any of the Contract Documents, including, but not limited to, the interpretation or enforcement of the terms and conditions of this Agreement or any of the Contract Documents, shall be in the state district courts of Limestone County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. This Agreement is performable entirely in Limestone County, Texas.

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Engineer in accordance with this Agreement through no fault of the Engineer or without reasonable justification, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this

Agreement if not cured by the Owner within ten (10) days following notice of any past-due payment. If the Engineer elects to suspend services, the Engineer shall give ten (10) days' written notice to the Owner before suspending services. In the event of suspension by the Engineer, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such suspension. Should the Engineer elect to terminate this Agreement, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such termination. **Termination expenses are excluded from this Agreement.**

§ 9.2 This Agreement may be terminated by the Owner if the Engineer engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies. Should the Owner elect to so terminate this Agreement pursuant to this provision, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such termination. **Termination expenses are excluded from this Agreement.** In the event of suspension by the Owner, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement upon not fewer than seven (7) days' written notice. Should the Engineer elect to terminate this Agreement, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such termination. **Termination expenses are excluded from this Agreement.** In the event of a suspension of services by the Owner, the Engineer shall not be liable to Owner for any delay damages incurred by the Owner by reason of such suspension. In the event of suspension by the Owner, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such suspension.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Should this Agreement be terminated in accordance with this Section 9.4, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such termination. **Termination expenses are excluded from this Agreement.**

§ 9.5 The Owner, at its discretion, may terminate this Agreement upon not less than seven days' written notice to the Engineer for the Owner's convenience and without cause. In such event, the Engineer shall upon receipt of such notice, unless otherwise directed by the Owner, take such action as may be necessary for the protection and preservation of the Owner's materials, and property, take no action which will unnecessarily increase the amounts owed by the Owner under this Agreement, and take reasonable measures to mitigate the Owner's liability, if any, to the Engineer. A termination for the Owner's convenience shall not operate as a release of any claims that the Owner may have against the Engineer.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Engineer terminates this Agreement pursuant to Section 9.3, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed prior to termination and for Reimbursable Expenses actually incurred prior to termination, and shall not be entitled to any other compensation or damages. **Termination expenses are excluded from this Agreement.**

§ 9.7 Upon termination for any reason, the Engineer shall provide record copies of the Instruments of Service to the Owner.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Intentionally Omitted.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as modified.

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Engineer by the Owner prior to the assignment.

§ 10.4 Intentionally Omitted.

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

§ 10.6 Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, the Engineer shall not specify or approve for use in the Work or Project any hazardous materials or other toxic substances, and Engineer shall report in writing to the Owner the discovery, by the Engineer or its consultants, of the use or existence of any such substance in the Work or Project.

§ 10.7 The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Engineer in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Engineer or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party, except as required by applicable law, subpoena, other form of compulsory legal process issued by a court or governmental entity, or court order, shall keep such information strictly confidential and shall not disclose it to any other person except (1) to its employees, (2) to those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) to its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. This Section 10.8 shall survive the termination of this Agreement.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be severed from this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

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

§ 10.11 The Engineer shall keep all accounting and construction records on the Project for a period of at least ten (10) years after Final Completion of the Project and thereafter shall offer the records to the Owner in writing, in order for the Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 *et seq.* and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, the Engineer may provide such records to the Owner for retention at any time if the Owner agrees in writing to accept such records in lieu of the Engineer's retention under this Section.

§ 10.12 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and

addressed to the intended recipient at the address shown in this Agreement or addressed to the last known address of the intended recipient. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.13 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Engineer relating solely to this Agreement upon reasonable request to the Engineer.

§ 10.14 The Engineer will, before any duties are performed on the Owner's property, (1) obtain national criminal history record information that relates to an employee, applicant, agent, consultant, supplier and/or subcontractor as required by Texas Education Code Chapter 22 if the person has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties (2) send or ensure that the person sends to the Texas Department of Public Safety ("Department") information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs, and (3) certify to the Owner that the Engineer or the subcontracting entity that employs the person has received all criminal history record information relating to the person. The criminal history records shall be obtained from the clearinghouse provided by § 411.0845 of the Texas Government Code.

The Engineer shall certify to the Owner that the contracting entity has obtained written certifications from any subcontracting entity that the Engineer has obtained written certifications from any subcontracting entity that the subcontracting entity has complied with Texas Education Code § 22.08341(e) as it relates to the subcontracting entity's employees.

The Engineer shall assume all expenses associated with the background checks.

The Engineer or a subcontracting entity may not permit an employee to who has or will have continuing duties related to the Project, and the employee has or will have the opportunity for direct contact with students in connection with the employee's continuing duties to provide services at an instructional facility if the employee, during the preceding 30 years, was convicted of any of the following offenses and the victim was under 18 years of age or was enrolled in a public school:

- (1) a felony offense under Title 5, Texas Penal Code;
- (2) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
- (3) an offense under the laws of another state or federal law that is equivalent to an offense under Subdivision (1) or (2).

Additionally, no person who has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties shall be engaged by the Engineer or by any entities with which the Engineer contracts, including but not limited to any suppliers or subcontractors, who has charges pending, or who has been convicted, received probation, or deferred adjudication for the following:

- (1) Any offense against a child;
- (2) Any sex offense;
- (3) Any crimes against persons involving weapons or violence;
- (4) Any felony offense involving controlled substances; or
- (5) Any offenses involving the sale or distribution of controlled substances.

The Owner may directly obtain the criminal history record information required by this Section 10.15 through the criminal history clearinghouse as provided by Texas Government Code § 411.0845. In that event, the Engineer shall reimburse the Owner for any costs incurred with obtaining the criminal history record.

The Owner reserves the right to determine what constitutes "the opportunity for direct contact with students".

It shall be the responsibility of the Engineer and the entities with which the Engineer contracts to ensure compliance with this provision.

§ 10.15 The Engineer will obtain the Owner's written approval before proceeding to a subsequent phase.

§ 10.16 The Engineer shall be responsible for employing all necessary consultants to execute the Project. Such consultants shall be professional engineers, or architects, registered or licensed by the State of Texas to practice the building discipline for which they are employed on the Project. Engineer shall require such consultants to make site visits at intervals appropriate to the state of construction and as required to ascertain that the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents.

§ 10.17 The Engineer shall require in the Construction Documents that the Construction Manager, or Contractor, or his subcontractors maintain a set of as-built drawings to be furnished to the Owner in a reproducible form upon Project completion as a part of Project Cost and shall actively assist in obtaining all warranty documents and owner operator manuals at the time of delivery to the site.

§ 10.18 All references to "arbitration" in this Agreement, the General Conditions document that pertains this Project, as amended by the Owner, or in any other Contract Document shall be considered as deleted, rendered null and void, and shall be given no effect.

§ 10.19 The Engineer, employees, agents, consultants and subcontractors shall abide by all Owner policies and procedures regarding campus access.

§ 10.20 The Engineer shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety.

§ 10.21 The parties hereby agree that 1) if an order for relief is entered on behalf of the Engineer, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Engineer makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of one or more of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Engineer's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner may, at its discretion, (a) request the Engineer to provide adequate assurance of future performance in accordance with the terms and conditions of this Agreement, or (b) terminate this Agreement. In the event that Owner elects to request adequate assurance, the Engineer's failure to comply with such request within ten (10) days of delivery of the request to the Owner's satisfaction shall entitle Owner to terminate this Agreement and the Engineer's services.

§ 10.22 In the event of any suit or action arising out of or in connection with this Agreement is brought by either Party, whether to enforce the terms hereof, declare rights hereunder, or otherwise, the prevailing party in such action shall be entitled to recover its attorney's fees and court costs from the non-prevailing party.

§ 10.23 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 this Agreement or in any of 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 party hereto regardless of who is responsible for its preparation.

§ 10.24 Upon the written request of the Owner, the Engineer shall remove from the Project any employee of the Engineer to whom the Owner makes a reasonable objection. The Engineer shall replace any such employee with an equally qualified employee in a timely manner.

§ 10.25 Pursuant to the requirements of HB 89 of the 2017 Texas Legislative Regular Session and Tex. Govt. Code § 2271.002, Engineer affirms that it does not boycott and will not boycott Israel during the term of this Contract.

§ 10.26 Engineer affirms that it is not identified on a list prepared and maintained under Tex. Govt. Code §§ 806.051, 807.051 or 2252.153.

§ 10.27 Pursuant to the requirements of SB 13 of the 2021 Texas Legislative Regular Session, Engineer affirms and verifies that it does not and will not boycott energy companies.

§ 10.28 Pursuant to the requirements of SB 19 of the 2021 Texas Legislative Regular Session, Engineer affirms and verifies that it does not and will not discriminate against firearm and ammunition industries.

§ 10.29 **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 11 COMPENSATION

§ 11.1 Compensation for Engineer's Design Services.

For the Engineer's Design Services described under Article 3, the Owner shall compensate the Engineer as follows:

Stipulated Fee of **THIRTY-TWO THOUSAND AND ONE HUNDRED AND FORTY AND NO/100 DOLLARS (\$32,140.00)** for the Engineer's Design Services as described in Article 3 of this Agreement.

§ 11.1.1 An initial payment of ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement.

§ 11.1.2 Owner shall pay Engineer for the Design Services described under Article 3 in the remaining amounts, invoiced monthly based on the percentage of services completed as of the last day of each calendar month.

§ 11.1.3 Payment shall be due within thirty (30) days of receipt of each invoice.

§ 11.2 Compensation for Engineer's Construction Management Services.

For the Engineer's Construction Management Services described under Article 3, the Owner shall compensate the Engineer as follows:

A fee of **ONE THOUSAND AND THREE HUNDRED AND NINETY-FIVE AND NO/100 DOLLARS (\$1,395.00)** for each two (2) week period (each a "biweekly period") in which the Engineer performs the Construction Management Services described in Article 3 of this Agreement.

§ 11.2.1 The Engineer shall invoice the Owner monthly for Construction Management Services performed during the preceding calendar month. Each invoice shall reflect the number of biweekly periods during which such services were performed as of the last day of each calendar month.

§ 11.2.2 Payment shall be due within thirty (30) days of receipt of each invoice.

§ 11.3 The hourly billing rates for services of the Engineer and the Engineer's consultants outside of the Engineer's Basic Services under Article 3 of this Agreement are set forth below. The rates shall be adjusted in accordance with the Engineer's and Engineer's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal Engineer	\$185.00

§ 11.4 Compensation for Reimbursable Expenses

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

- .1 Mileage reimbursed at \$0.80/mile

§ 11.5.2 In the event that Owner gives prior written authorization for a Reimbursable Expense, the Reimbursable Expense shall be the actual cost of the expense with ten percent (10%) mark-up.

§ 11.6 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and to services performed on the basis of hourly rates shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Engineer.

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Engineer, as modified
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - [] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)
 - [] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)
 - .1 Drawings, Specifications, Submittals and Addenda for Project, whether issued or created prior to or after the execution of this Agreement;
 - .2 General Conditions of the Contract for Construction document that pertains to the Project, as such general conditions document is modified by the Owner at its discretion;
 - .3 Supplementary Conditions of the Contract for Construction, as modified or written for the Project;
 - .4 Other Conditions of the Contract for Construction, as modified or written for the Project;
 - .5 Certificates of Insurance required of the Engineer;
 - .6 Any modifications to this Agreement approved by the Parties;
- .7 Any documents stated in this Agreement as being a part of or incorporated into this Agreement or the Contract.

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

OWNER *(Signature)*

BY: Aslone Foy, Board President

(Printed name and title)



ENGINEER *(Signature)*

BY: Daniel L. Franklin, President

(Printed name, title, and license number if required)



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- XIV. **DELIBERATION AND POSSIBLE ACTION TO APPROVE THE OWNER-CONTRACTOR AGREEMENT AND GENERAL CONDITIONS AGREEMENT BETWEEN THE DISTRICT AND SYMMETRY SPORTS, LLC FOR THE GROESBECK ISD BASEBALL/SOFTBALL FIELD PROJECT**
- XV. **DELIBERATION AND POSSIBLE ACTION TO SELECT AND ENGAGE NECESSARY DESIGN PROFESSIONAL(S) FOR THE GROESBECK ISD TENNIS COURTS PROJECT**

STRAND

July 15, 2025

Groesbeck ISD
Attn: Rick Lambert
Powell Law Group, LLP
108 Wild Basin Rd. Ste 100
Autin, TX 78746
512.494.1177

**RE: Groesbeck Middle School – Tennis Courts
Groesbeck, TX**

Strand Systems Engineering, Inc. d/b/a STRAND (hereafter referred to as "STRAND") offers the following proposal for structural engineering design services to Builders Post Tension (hereafter referred to as "Client").

The proposed Services are defined below. The Services provided by STRAND are subject to the attached Terms & Conditions, Attachment A, which are incorporated by reference as though fully set forth herein. The Terms and Conditions include an indemnity clause, disclaimers, and limitations of liability.

I. Project Description

STRAND's services for the project shall consist of structural design services to produce post-tensioned foundation cable drawings for four (4) tennis courts (one slab 240'x120').

II. Scope of Services

STRAND will provide the structural engineering design services described below.

Additional design services may be added through an addendum, change order, or work order that is agreed upon by both parties in writing.

A. Design Development Phase

1. Analyze the geotechnical report, which will be provided by the Client.
2. Provide preliminary recommendations on soils preparation and foundation design.
3. Provide input on development of project specifications for structural elements.

B. Construction Document Phase

1. Design the required foundation system; provide working drawings and typical construction details.
2. Coordinate with other design professionals as required.

C. Construction Administration Phase

1. Answer RFI's, review shop drawings, review of concrete submittals and review of post-tensioned elongation reports for plan conformity, and coordinate with builder.
2. Submittal review. Review of submittals is for general conformance with the structural drawings and project specifications.

3. Construction Administration includes consultation during the Construction Administration phase for clarifications on the issued structural plans and the review of submittal documents provided by the Client (i.e. rebar/pt shop drawings, structural steel shop drawings & truss submittal review).

III. Additional Services and Reimbursable Expenses

A. Additional Services (Subject to Hourly Rate)

Additional Services are not included the fees quoted for the above scope of work and can be added to the services provided by STRAND. Additional Services shall be charged separately at an hourly rate, unless the parties agree in writing to a fee proposal for agreed upon Additional Services or to a modification of the agreed upon fees for all services.

Additional Services shall consist of, but are not limited to, the following:

1. Additional preliminary drawings beyond that noted above can be provided at the hourly rates below.
2. Sealed structural plans are issued for construction and are considered complete upon issuance. Revision requests after Construction Document issuance are considered an additional service billable at the hourly rates below unless supplemental agreements are put in place and executed by both parties.
3. Architectural revisions in excess of 3 or more requests prior to the release of Construction Documents are subject to invoicing as an additional service upon agreement of an add-service contract.
4. Additional construction services subject to hourly rates include, but are not limited to, special details, field changes/change orders, plan modifications and repair details.
5. As-built drawings are not included but can be provided at the hourly rates.
6. Construction Contract Administration Services, including:
 - a. Conduct field observations.
 - b. Provide observation documentation.
7. Field Inspections
 - A. Field Inspections are not included in the Basic Services or Additional Services above, but they can be added to the services. If provided, field inspections are generally conducted by qualified inspectors, representing either the Engineer or a third party. Inspections are to verify materials installation is in substantial conformance with the structural plans and specifications or to verify actual field conditions as the basis for field changes or repairs. A copy of the inspection form will generally be left on site, with the relevant portions reviewed by an engineer. Additional services for field inspections are available upon request and billable at the hourly rates at the time services are rendered. (Please note that this fee does not include vehicle mileage or toll expenses. All mileage and toll fees will be charged separately, based on the IRS business mileage rates in effect during the period, plus an additional 15% for administrative costs.)
 - B. Inspections of work outside of Strand's scope of design, including inspection of prefabricated trusses and any permanent bracing required by the truss manufacturer, are excluded from our Basic Services and would also be excluded from any requested field inspections unless explicitly agreed to by all parties in writing.
8. Additional Construction Administration Services.

- a. Architectural changes, repairs, and trips. Billed actual at the hourly rates below at the time of service.
 - b. Design changes/plan modifications, field changes and/or repair details are considered to be additional services and are excluded from Construction Administration. Such services are to be charged at the hourly rates below unless supplemental contracts are put in place and executed by both parties prior to the work being performed.
9. Computer renderings of the Project, including modeling of the design.
 10. Consultation/coordination required for the completion of other contract documents for additional services scope.
 11. Meetings, consultations, and site visits.
 12. Preparation, modification, and/or evaluation of the Project Schedule or Budget.
 13. Document uploads to sites other than apps.strandsystems.com.
 14. Transfer of documents to vendors or municipalities.
 15. Consulting services requested or required by Client for services other than architectural and structural design.

B. Reimbursable Expenses

Reimbursable expenses incurred for the benefit of the Project will be considered allowable reimbursable expenses and shall include, but not be limited to, the following:

1. Computer plotting.
2. Printing and/or delivery of additional materials. This shall include in-house printing and copying, third party printing of drawing sets, and use of messenger or delivery service.
3. Preparation of additional formats of the drawings other than the formats set forth in the Scope of Services.
4. Travel expenses required for the scope of service or additional services, including travel for meetings and site inspections. Travel expenses may include automobile mileage, air travel, car rental, lodging costs, meal costs, and other incidentals. Automobile mileage will be billed based on the IRS business mileage rates in effect during the period including any tolls plus an additional 15% for administrative costs.

IV. Fee Summary

A. Basic Services

Compensation for Basic Services will be as follows:

Foundation Design:	\$5,000.00
Construction Administration:	Billed hourly at the rates below
Miscellaneous Letters:	\$150 per letter

The fees set forth in this Section III are based upon the scope of work and services described above. Should the Project or the services to be provided by STRAND be increased or otherwise modified, the fees set forth shall be adjusted by the parties.

Unless otherwise agreed upon in writing by the parties, all other services are optional Additional Services, which shall be billed at an hourly rate as set forth below.

B. Additional Services/Hourly Rates

Additional Services will be billed at an hourly rate or at the cost of the service in the case of reimbursable expenses, unless a supplemental proposal/contract is agreed to in writing. All services have a one hour minimum charge, except for inspections which will be billed in .25 hour increments. Typical rates are as follows:

President	\$250/hour
Vice-Presidents	\$250/hour
Engineer:	\$175/hour
EIT/Senior Designer:	\$125/hour
Designer/Drafter:	\$100/hour
Admin:	\$75/hour

(STRAND reserves the right to modify these hourly rates upon providing written notice to Client.)

C. Reimbursable Expenses

Reimbursable expenses shall be billed at cost + 15%.

D. Payment Terms

1. Progress invoices shall be sent upon completion or in progress of structural construction documents, as well as for any applicable additional services.
2. All terms are net 30 days. Payment of the fee is not contingent upon other aspects of the project, such as financing, redesign or cancellation of the project. In accepting this contract, the signatory affirms in the name of the Client that funds are available to meet the contract terms and will remain so.
3. Any inquiry or question concerning the substance or content of an invoice shall be made to STRAND, in writing, within 10 days of receipt of the invoice. A failure to notify the STRAND within this period shall constitute an acknowledgement that the service has been provided.
4. After 30 days, an invoice will be considered past due. A service charge will be charged at a rate of 1.5% (18% true annual rate) per month on the outstanding balance of past due accounts. In the event any portion of the account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances.
5. All referenced fees and hourly rates shall be applicable for a period of two years from the date of the execution of this agreement at which time shall be subject to renegotiation.

V. Exclusions

Items excluded from the Scope of Services and Additional Services include, but are not limited to, the following:

1. Design Services and Products not identified in this Proposal, including:

- a. Additional design consideration for foundations other than post-tensioned or conventionally reinforced slab-on-ground, such as pier or pile supported foundations – unless otherwise noted above.
 - b. Extraordinary documentation required for construction/permit approval or payment, including but not limited to, structural calculations, sealed engineering letters for city approval and third party review.
 - c. Site meetings not previously noted above.
2. Design of non-structural elements such as, but not limited to, wing/site walls, stairs/steps, exterior paving and flatwork beyond the foundation, wall cladding, site features, pools, decks, and fencing.
 3. Design of special wood framing, floor trusses (such as web trusses or manufactured floor trusses), roof trusses, and other pre-fabricated assemblies or components are not included in this proposal.
 4. Extraordinary documentation required for construction approval or payment approval, including, but not limited to, structural calculations, third party and permit review.
 5. Panelized wall shop drawing review
 6. Determination of pre-existing conditions.
 7. Identification or abatement of hazardous materials.
 8. Concrete elevated deck, concrete podium, framing and shearwall design.

Some items identified as exclusions can be added to the scope of work or as additional services through a written addendum to this proposal executed by both parties.

VI. Information Client Is to Provide

The following information is to be provided by the Client and shall be relied upon Strand unless Client advises otherwise.

1. The Client will provide the geotechnical report and any addenda to the soils report. Preliminary soils reports cannot be used for foundation design. If the soils report provides several options for remedial soil preparation, the desired methodology must be coordinated with STRAND prior to starting the foundation design.
2. The Client will provide a plat or site survey to accompany the soils report prior to starting the design (unless STRAND prepared the survey).
3. The Client will provide current plans from all relevant design professionals, to include but not limited to, architectural, structural, and civil grading plans as required (if not being provided by Strand). Plans should be provided in both PDF and AutoCAD format (.dwg) or Revit format (.rvt).
4. The Client will provide any other information on extraordinary site conditions or project requirements that may affect the structural design or specifications.
5. The Client shall inform STRAND of the location of the Project and identify all requirements that are material to the Scope of Services and resulting Product(s) lawful completion and implementation.
6. Information relating to pre-existing conditions, particularly if the Project involves remodeling, rehabilitation of or tie-in with an existing structure. STRAND shall not be responsible for errors in reports or existing conditions on documents or reports that it did not prepare.
7. The Engineer shall be entitled to rely on the accuracy and completeness of information provided by the Client, the Architect, a contractor, or other third party.

VII. Conditions and Limitations

- a. This proposal is based on the above noted project description and scope of services. If either of these changes significantly, STRAND reserves the right to amend the proposal to include scope of services and compensation to account for the changes.
- b. Site visits. The purpose of site visits is to observe and become generally familiar with the quality and progress of the construction work. Site visits are not intended as detailed inspections. The Engineer makes no warranty or guarantee about work observed during a site visit. Site visits may be conducted by a registered engineer or by other qualified personnel. Site visits are considered to be additional services billable at the hourly rates at the time services are rendered.
- c. Field Inspections. Field inspections are generally conducted by qualified inspectors, representing either the Engineer or a third party. Inspections are to verify materials installation is in substantial conformance with the structural plans and specifications or to verify actual field conditions as the basis for field changes or repairs. A copy of the inspection form will generally be left on site, with the relevant portions reviewed by an engineer. Additional services for field inspections are available upon request and billable at the hourly rates at the time services are rendered.
- d. All deliverables of drawings will be provided in digital (.PDF) format via email or the STRAND website to the Client for his use for this project only. AutoCAD or Revit distribution is available upon request for consultant coordination purposes but is subject to the completion of an applicable media release. One set of hardcopies will be provided upon request at no additional copying costs to the Client; however, all associated delivery fees on any/all shipments are the full responsibility of the Client.
- e. Additional hard copies can be provided if requested but are subsequent to invoicing at the hourly rates as an additional service. The Client has the option to provide a preferred shipper and associated account number for billing purposes on any shipments.

VIII. Schedule

The Services shall be performed with reasonable diligence and expediency as are consistent with the prevailing industry standards. If required by Client, STRAND shall provide a schedule for the performance of its services. However, the schedule may be reasonably adjusted, as necessary, as the Project proceeds until the completion of the project. Schedule adjustments shall be made to the extent that the Scope of Work expands or additional services are added which require additional time.

IX. Miscellaneous

This proposal will remain open for acceptance for 60 days from the date above.

Respectfully Submitted
STRAND



Chad Konger
Vice President of Multi-Family and Commercial Engineering

ACCEPTANCE:

Accepted by: _____
_____(Printed Name)

Title: _____

Firm Name: _____

Date: _____

ATTACHMENT A TERMS AND CONDITIONS

These Terms and Conditions are made a part of the proposal for STRAND's Design Services (the "Agreement"), in which they are referenced and/or to which they are attached, as though incorporated therein. Notwithstanding anything to the contrary, these Terms and Conditions shall take precedence over any conflicting term or provision in the Agreement or any other contract documents that form the Agreement, including any additional contract documents entered into by Client and STRAND. Where any part of the Agreement (including other contract documents) conflicts with these Terms and Conditions, these Terms and Conditions shall govern.

1. Materials/Information Provided By Client. Client shall provide information required for STRAND's Professional Services and do so in a timely manner. STRAND shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Client and Client's consultants, including the contractor, and (2) the Client or the contractor's approvals. Client and/or its consultants, including the contractor, shall provide prompt notice to STRAND of any changes, fault or defects in the information provided or in the Project, including to the Schedule, other design or construction work impacting STRAND's Professional Services, and/or errors or omissions in STRAND's Work of which Client and/or its consultants, including the contractor become aware.

2. Standard of Care. STRAND shall provide the Professional Services set forth in the Proposal/Contract consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. STRAND shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

3. Independent Consultant. Client and STRAND understand, acknowledge and agree that STRAND shall be acting as an independent consultant at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create a partnership, joint venture, or an employment, agency, or fiduciary relationship. Client confirms that STRAND and its Sub-Consultants have not offered or provided any fiduciary service and do not owe a fiduciary responsibility to Owner or its related entities as a consequence of entering into this Agreement.

4. Consultants/Sub-Consultants. STRAND reserves the right to select and contract with other consultants/sub-consultants in providing its Professional Services/Instruments of Service. STRAND shall be responsible for the services of its consultants/sub-consultants performed for it on the project. Any consultant/sub-consultant shall be an independent contractor.

5. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, BUT SUBJECT TO THE LIMITATION OF LIABILITY AND DAMAGE WAIVER BELOW, STRAND AGREES TO INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST LIABILITIES, CLAIMS, DAMAGES AND COSTS TO THE EXTENT CAUSED BY STRAND'S NEGLIGENCE, ERRORS, OR OMISSIONS.

6. LIMITATION OF LIABILITY AND DAMAGE WAIVER.

A. LIMITATION OF LIABILITY: STRAND AND CLIENT AGREE TO LIMIT THE LIABILITY OF STRAND TO CLIENT, THE CLIENT'S INSURERS, AND THE CLIENT'S AND/OR OTHER CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, DESIGN PROFESSIONALS, AND OTHER THIRD-PARTIES, INCLUDING SUBSEQUENT PURCHASERS OR ASSIGNEES, FOR ANY AND ALL CAUSES OF ACTION--INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTIES, PERSONAL INJURY, OR STRICT LIABILITY— AND DEMANDS, CLAIMS, LOSSES, EXPENSES OR DAMAGES, INCLUDING ATTORNEY FEES AND OTHER LITIGATION EXPENSES, WHATSOEVER ARISING OUT OF OR RELATED TO THE PROJECT OR THIS AGREEMENT IN ANY WAY. STRAND'S

LIABILITY FOR EACH PROJECT SHALL NOT EXCEED THE TOTAL FEE PAID TO STRAND BY CLIENT UNDER THIS AGREEMENT FOR THE PROJECT OR FIFTY THOUSAND DOLLARS (\$50,000), WHICHEVER IS LESS.

B. LIMITATION OF LIABILITY AS TO THE SERVICE PRODUCT: STRAND SHALL NOT BE LIABLE TO CLIENT, CLIENT'S INSURERS, OR ANY OTHER THIRD-PARTIES FOR CONSTRUCTION DEFECT OR DESIGN DEFECT CLAIMS (OR OWE INDEMNITY AND PROFESSIONAL LIABILITY INSURANCE OBLIGATIONS RELATED TO SUCH CONSTRUCTION DEFECT OR DESIGN DEFECT CLAIMS) WITH RESPECT TO SERVICE PRODUCT PREPARED BY STRAND IF STRAND: (a) DOES NOT SIGN OR SEAL THE SERVICE PRODUCT; OR, (b) PREPARES THE SERVICE PRODUCT FOR A SPECIFIC ADDRESS AND THE SERVICE PRODUCT IS NOT USED FOR THAT SPECIFIC ADDRESS.

C. PERSONAL LIABILITY WAIVER: CLIENT AGREES THAT STRAND'S SERVICES WILL NOT SUBJECT STRAND'S INDIVIDUAL EMPLOYEES, OWNERS, OFFICERS, OR DIRECTORS TO PERSONAL LIABILITY. THEREFORE, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE SOLE AND EXCLUSIVE REMEDY TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT SHALL BE AGAINST AND DAMAGES SHALL ONLY BE RECOVERABLE FROM STRAND SYSTEMS ENGINEERING, INC. (INCLUDING ITS INSURANCE POLICIES).

D. SUBROGATION AND DAMAGES WAIVER: THE CLIENT WAIVES AND WILL REQUIRE ITS INSURERS TO WAIVE ALL RIGHTS OF SUBROGATION WITH RESPECT TO, ANY AND ALL LIABILITY OR CLAIMS FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, AND LIQUIDATED DAMAGES AND ANY AND ALL LIABILITY OR CLAIMS FOR PUNITIVE, EXEMPLARY, AND TREBLE DAMAGES. THE DAMAGES WAIVED INCLUDE, BUT ARE NOT LIMITED TO, DELAY DAMAGES, LOSS OF USE, DAMAGE TO BUSINESS REPUTATION OR GOODWILL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PRODUCT OR OUTPUT, LOSS OF PROFIT OR REVENUE, COST OF CAPITAL, OR ANY OTHER TYPE OF DELAY DAMAGES. FURTHER, STRAND SHALL NOT BE RESPONSIBLE FOR ANY PENALTIES, COSTS, OR DAMAGES OF ANY KIND OR NATURE THAT ARISE AS A RESULT OF DELAY IN THE PROJECT, IF THE PROJECT IS SUSPENDED, OR IF STRAND, THE CONTRACTOR, OR ANY OTHER THIRD-PARTY IS TERMINATED AND THE TERMINATION CAUSES DELAY.

7. WARRANTY DISCLAIMER. ANY LANGUAGE, TERM OR CONDITION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, STRAND, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUB-CONSULTANTS MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OFFERED BY THE CLIENT TO THE OWNERS OR PURCHASERS OF THE PROJECT, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, AND FOR STRAND'S PROFESSIONAL SERVICES AND/OR THE INSTRUMENTS OF SERVICE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED.

8. OWNERSHIP AND LICENSING OF WORK PRODUCT

A. INSTRUMENTS OF SERVICE. Instruments of Service shall be defined as the final draft/version of any and all surveys, reports, field data, test data, plans, prints, models, drawings, designs, sketches, photographs, presentations, renderings, or other material objects prepared by STRAND which are products of the Services/Proposal. ("Instruments of Service may also be referred to as "Work Product", "Works", or "Services".) STRAND shall be deemed the creator, author and owner of all Instruments of Service, including the drawings and specifications, or any other information that it prepares and provides to the Client, whether it provides completely original Instruments of Service, a derivative, or other modification, including of a prior design or drawing. STRAND's ownership includes all common law, statutory and proprietary, and all other intellectual property rights, including copyrights and moral rights.

B. To the extent that Client and/or its representatives, agents, employees, or contractors provide STRAND with any design, device, material, or process to be used in Strand's Instruments of Service or directs STRAND to utilize an Instrument of Service or other item not owned or created by STRAND, Client shall be responsible for securing all necessary releases, permission, licenses or authorizations to use, modify or create a derivative of the same and shall **DEFEND, INDEMNIFY,**

AND HOLD HARMLESS STRAND for all liabilities, claims, damages, losses, costs or expenses relating to STRAND's use of the design, device, material or process provided by Client and/or its agents, employees, or contractors in the Instruments of Service.

C. **LICENSE:** Upon execution of this Agreement, STRAND grants to Client a nonexclusive license to use STRAND's Instruments of Service solely and exclusively for purposes of constructing the Project for which the Instruments of Service are prepared, provided the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license will expire and will not be extended to any other projects or other use or modification of the Instruments of Service except as set forth herein. If this Agreement is terminated, as provided in below, the license granted in this section shall terminate, unless extended by the Parties in writing. Upon payment of all sums due and completion of the Project, the license for use of the Instruments of Service shall be extended for the limited purpose of maintenance or repair of the Project for which the Instruments of Service were prepared. Otherwise, Client shall have no right to re-use or modify the Instruments of Service. Client shall **DEFEND, INDEMNIFY, AND HOLD HARMLESS** STRAND for all liabilities, claims, damages, losses, costs or expenses for use of the Instruments of Service not permitted by the license, including any modifications thereto that were not made by or otherwise authorized by STRAND in writing.

D. **EXCLUDED FROM INSTRUMENT(S) OF SERVICE.** The Instrument(s) of Service delivered pursuant to this Agreement shall not include STRAND's materials, data, trademarks, research, calculations, computer or other electronic programs, electronically stored information or magnetic data, source code, records, trade secrets, or any other creative works, information, material, product(s) or resource(s) developed by, owned by, or relied upon by STRAND in producing the Instrument(s) of Service unless the information, materials or data were specifically provided to STRAND by Client. The Instrument(s) of Service shall also not include any of STRAND's other services or products that are not included as part of STRAND's services/scope of work unless otherwise agreed to by STRAND. With regard to any product or services that is not part of the Instrument(s) of Service, STRAND shall retain all common law, statutory and proprietary and other reserved rights, including copyrights and all other intellectual property rights, with relation to items it created, produced or owns and shall be deemed the author and owner of those items. Client's license shall not extend to any products or services that are excluded from the definition of Instrument(s) of Service.

E. **ELECTRONIC FILES.** Electronic files, including AUTOCAD files, to be provided by STRAND to Client, as specifically set forth in the Proposal, shall be provided subject to the terms and conditions of the following Agreement for Transfer of Electronic Files/AUTOCAD Documents:

AGREEMENT FOR TRANSFER OF ELECTRONIC FILES/AUTOCAD DOCUMENTS. In accepting or utilizing drawings or other data or any form of electronic media, including AUTOCAD files, generated and provided by STRAND, the Client, as the recipient, agrees and acknowledges that these files are transmitted without warranty as to their accuracy or suitability for the purpose to which the recipient intends to use them. Any use of the information obtained or derived from these electronic files will be at the recipient's sole risk. The recipient agrees to waive all claims against STRAND, resulting in any way from any use of these electronic files. There are no expressed warranties made by STRAND with respect to the electronic files, and any implied warranties are excluded. In addition, the recipient agrees, to the fullest extent permitted by law, to indemnify and hold STRAND harmless from any damage, liability or cost, including attorney's fees and costs of defense, arising from any changes or use of these electronic files except as permitted by this Section. This specific indemnity and hold harmless agreement is limited to the electronic files and does not extend to or include the hard copy plans. All terms and conditions above are hereby agreed to and accepted in their entirety as a condition of receipt of the referenced electronic file(s). The hard copies of the Architectural Work Product and Engineering Work Product shall control and be relied upon for purposes of design and construction. The electronic files shall not be interpreted to modify the hard copy architectural documents or engineering documents.

9. TERMINATION OR SUSPENSION.

A. If the Client fails to make payments to STRAND in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at STRAND's option, cause for suspension of performance of services under this Agreement. If STRAND elects to suspend services, STRAND shall give seven days' written notice to the Client before suspending services. In the event of a suspension of services, STRAND shall have no liability to the Owner for delay or damage because of such suspension of services. Before resuming services, STRAND shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of STRAND's services. STRAND's fees for the remaining services and the time schedules shall be equitably adjusted.

B. If the Client suspends the Project, STRAND shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, STRAND shall be compensated for expenses incurred in the interruption and resumption of STRAND's services. STRAND's fees for the remaining services and the time schedules shall be equitably adjusted.

C. If the Client suspends the Project for more than 60 cumulative days for reasons other than the fault of STRAND, STRAND may terminate this Agreement by giving not less than seven days' written notice.

D. Either party may terminate this Agreement upon not less than seven days' written notice to the other party should the other party materially breach this contract through no fault of the party initiating the termination. If STRAND has materially breached the contract, including substantially non-performed, STRAND shall have seven days to remedy the breach before termination.

E. STRAND or Client may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause.

F. In the event of termination not the fault of STRAND, STRAND shall be compensated for services performed prior to termination and all expenses incurred and/or due and owing.

10. INSURANCE. STRAND maintains the following insurance coverage:

A. Commercial General Liability Insurance on an Occurrence Form containing a per occurrence limit of no less than one million dollars (\$1,000,000), and an aggregate limit of no less than two million dollars (\$2,000,000).

B. Workers Compensation and Employer's Liability Insurance. Worker's Compensation Insurance that provides statutorily required benefits, and Employer's Liability Insurance in an amount not less than one million dollars (\$1,000,000) each accident for bodily injury, one million dollars (\$1,000,000) policy limit for bodily injury by disease and one million dollars (\$1,000,000) for each employee for bodily injury by disease. STRAND and/or its sub-consultants may execute valid waivers of Worker's Compensation Insurance, as allowed by the appropriate law. Those waivers shall substitute for and satisfy any requirements for STRAND or its sub-consultants to carry Worker's Compensation Insurance.

C. Business Automobile Liability Insurance of one million dollars (\$1,000,000) per person (Bodily Injury) and one million dollars (\$1,000,000) property damage per occurrence specifying "all autos" coverage" or "all owned, leased, hired or non-hired autos."

D. Professional Liability (Errors and Omissions) Insurance that provides a claim limit of two million dollars (\$2,000,000) and an aggregate of two million dollars (\$2,000,000).

E. **Subrogation Waiver.** The Client and its insurers hereby waive, release, and discharge all claims and/or rights of recovery by subrogation against STRAND and its sub-consultants. A waiver of subrogation shall be effective as to any individual or entity. The Limitations of Liability set forth in Paragraph 6 above shall apply to all of Client's insurance carriers.

11. Governing Law and Forum. Any and all disputes or other legal actions or arbitrations relating to or arising out of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas and Federal Copyright Laws. Any and all disputes or other legal actions or arbitrations shall be conducted in the State of Texas in Dallas County, Tarrant County, or Collin County, and the parties hereto agree that they shall submit to the jurisdiction and venue of any State or Federal court located in these counties.

12. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY DISPUTE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, ANY PROPOSAL, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE.

13. DISPUTES.

A. Mediation. If a dispute cannot be settled through negotiation, the Parties may agree in good faith to mediate the dispute. Cost of mediation shall be shared equally by the Parties. Notwithstanding the foregoing, a Party need not mediate before seeking other relief.

B. ARBITRATION. EXCEPT AS OTHERWISE SET FORTH HEREIN, ANY AND ALL DISPUTES BETWEEN THE PARTIES SHALL BE SUBMITTED TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. 1 ET SEQ. ("FAA"). ALL DEMANDS FOR ARBITRATION SHALL BE MADE BEFORE THE EXPIRATION OF THE APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING. A PETITION TO CONFIRM, VACATE, MODIFY OR CORRECT AN AWARD MAY BE FILED IN ANY COURT OF COMPETENT JURISDICTION, BUT THE AWARD MAY BE VACATED, MODIFIED OR CORRECTED ONLY AS PERMITTED BY THE FAA. THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY ISSUES OF ARBITRABILITY.

- i. **Choice of Mediator and Arbitrator; Number of Arbitrators.** Any mediation or arbitration shall be administered and conducted by a mediator or arbitrator(s) mutually agreeable to the Parties. If the Parties cannot agree on an arbitrator, the Parties shall select an arbitrator from a list provided by STRAND. The list shall have up to five choices of arbitrators, and Client shall strike first. Three neutral arbitrators may be appointed if the dispute, or the aggregate amount of all disputes, is for One Million Dollars (\$1,000,000) or more, but only one arbitrator shall be appointed if the dispute is for less than One Million Dollars (\$1,000,000). If the dispute is to be decided by three arbitrators, then each Party shall select a neutral arbitrator within fourteen (14) calendar days after the demand for arbitration is served, and the two Party-appointed arbitrators shall select a third neutral arbitrator within fourteen (14) calendar days after the two Party-appointed arbitrators are selected. Any mediation or arbitration, unless otherwise agreed upon by the Parties, shall be conducted in Dallas County, Collin County, or Tarrant County, Texas.
- ii. **Rules.** To the extent not in conflict with the FAA, any arbitration shall be conducted in accordance with Construction Industry Arbitration Rules of the American Arbitration Association ("**AAA**"), except that any arbitration shall be administered by the arbitrator(s) and not by the AAA, unless the Parties agree otherwise. The arbitrator shall follow and apply Texas law and may award damages as permitted under Texas law, except as otherwise restricted by the terms of this Agreement.
- iii. **Consolidation and Joinder and Option for Litigation.** Client may only join STRAND in any mediation, litigation, or arbitration initiated by a third-party with STRAND's written consent to the joinder. STRAND must also agree in writing to the consolidation of any dispute, whether in arbitration or litigation, between Client and STRAND with any other arbitration or litigation. If STRAND consents to joinder or consolidation, STRAND shall be bound by any arbitration procedures and rules agreed to by CLIENT which are the same or similar to those contained herein. STRAND's agreed joinder in an arbitration or lawsuit shall not waive or modify Section 11 of this Agreement; Texas law shall apply to all claims or causes of action relating to STRAND, including Civil Practice & Remedies Code Chapter 150.

- iv. Exception. An exception to mandatory arbitration shall be the right of a Party to seek an injunction or other equitable or emergency relief. The arbitration clause shall also not apply to a payment dispute or the filing, enforcement of, or challenge to a mechanic's lien.

14. No Responsibility for Construction Means and Methods. STRAND shall not have control over, charge of, or responsibility for, including supervision or management of, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the Project. STRAND shall be responsible for its own negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of any other persons or entities performing the construction work for the Project.

15. Hazardous Materials. STRAND shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

16. Force Majeure. Neither Party shall be responsible if performance is prevented or delayed, directly or indirectly, as a result of a force majeure event, including war, riot, act of public enemy, embargos of the United States government or any other government, fires, floods, droughts, accidents, lockouts, breakdown of machinery, loss or damage in transit, acts of God, stoppage of labor, price escalations of 20% or more due to events not involving the Parties, epidemic/pandemic, or by any other case, except if due to STRAND's negligence, as long as written notice of such force majeure event is provided to the other Party.

17. Binding Agreement. STRAND and Client, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the STRAND nor Client shall assign this Agreement without the written consent of the other.

18. Entire Agreement. This Agreement represents the entire and integrated agreement between STRAND and Client and supersedes all prior negotiations, representations or agreements, either written or oral, between the Parties. This Agreement may be amended only by written instrument signed by STRAND and Client. If any part of this Agreement is determined to be illegal, null or void for any reason, the remaining portions of this Agreement shall not be affected and shall remain in full force and effect.

19. Severability and Construction. Any provision contained herein that is unenforceable or invalid shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any of the other provisions of this Agreement. The language used herein shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied to either party.

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- XVI. **DELIBERATION AND POSSIBLE ACTION TO APPROVE THE OWNER-CONTRACTOR AGREEMENT AND GENERAL CONDITIONS AGREEMENT BETWEEN THE DISTRICT AND PRO TECH TRACK & TENNIS, LP FOR THE GROESBECK ISD TENNIS COURTS PROJECT**
- XVII. **CONSIDER AND APPROVE PURCHASE OF HVAC FOR ENGE-WASHINGTON INTERMEDIATE SCHOOL**



Jerry Clark
Bosch - SOLAR SUPPLY LLC

1123 S 30th
 Waco, Texas 76711

Date: 2/27/2026

To: Groesbeck ISD
 1202 N Ellis
 Groesbeck, Texas 76642

Sales Manager: Gerald Geisler
 Phone: 254.756.6527
 Sales Contact: Julie Feldman
 E-mail: waco@solarsupply.us

Project #:
 Project Name: 95 - Groesbeck ISD

PROPOSAL

QTY	UNIT TAG	MODEL NO.	DESCRIPTION	*NET	*EXTENSION
48	3.5ton A/C	XC442E2S11	Luxaire Brand, Air Conditioner, 14.3 SEER2, Single Stage, 3.5 Tons, R-454B Refrigerant, 208/230-1-60, Standard (Conventional) Controls	\$2,294.64	\$110,142.83
48	3.5ton Furnace/Coil	Z9ES080C16SMPS1	Luxaire Brand, Condensing Furnace, Single Stage, Standard ECM Motor, 80,000 BTU Input, 21 " Width, 1600 CFM, Standard NOx, Multiposition, Standard Controls	\$1,920.01	\$92,160.52
48	3.5ton Furnace/Coil	CTM48C5CFS1	Luxaire Brand, A-Coil, Full Cased Multi Position, 4.0 Tons, R454B Refrigerant, 21.0" Cabinet Width, TXV, Slab-3R-24-14, (RDS) A2L Sensor Factory Installed	\$985.83	\$47,319.62
2	5ton A/C	XC460E2S11	Luxaire Brand, Air Conditioner, 14.3 SEER2, Single Stage, 5.0 Tons, R-454B Refrigerant, 208/230-1-60, Standard (Conventional) Controls	\$2,978.13	\$5,956.26
2	5ton Furnace/Coil	Z9ES100C20SMPS1	Luxaire Brand, Condensing Furnace, Single Stage, Standard ECM Motor, 100,000 BTU Input, 21 " Width, 2000 CFM, Standard NOx, Multiposition, Standard Controls	\$2,090.70	\$4,181.40
2	5ton Furnace/Coil	CTM60C5CHS1	Luxaire Brand, A-Coil, Full Cased Multi Position, 5.0 Tons, R454B Refrigerant, 21.0" Cabinet Width, TXV, Slab-3R-32-12, (RDS) A2L Sensor Factory Installed	\$1,187.34	\$2,374.68
2	3ton Ceiling way	4 UNI36C23STG1	Luxaire Brand, 4 Way Ceiling Cassette Mini-Split Indoor Fan Coil 3 Ton R454B	\$2,161.00	\$4,322.00
2	3ton MS Cond	UPC36CN23STG1	Luxaire Brand, MiniSplit HP Condensing Unit 208/230-1 R454B 3 Ton	\$3,328.00	\$6,656.00
2	2ton Ceiling way	4 UNI24C23STG1	Luxaire Brand, 4 Way Ceiling Cassette Mini-Split Indoor Fan Coil 2.0 Ton R454B	\$1,520.00	\$3,040.00
2	2ton MS Cond	UPC24CN23STG1	Luxaire Brand, MiniSplit HP Condensing Unit 208/230-1 R454B 2 Ton	\$2,576.00	\$5,152.00
4	2ton Hi Wall	UNI24HW23STG1	Luxaire Brand, High Wall Cassette Mini-Split Indoor Fan Coil 2.0 Ton R454B	\$547.00	\$2,188.00
4	2ton MS Cond	UPC24CN23STG1	Luxaire Brand, MiniSplit HP Condensing Unit 208/230-1 R454B 2 Ton	\$2,576.00	\$10,304.00

*SUBTOTAL: \$293,797.31
 Tax: Not Included
 *FREIGHT: \$0.00
 *TOTAL: \$293,797.31
 *All currency in USD

Notes:
 Based on requested sizes

Exclusions:
 Priority freight not included in special order items. Thermostats, controls, ductwork, accessories, installation not included.

WE PROPOSE hereby to furnish material-complete in accordance with the above listing.

Solar Supply

ACCEPTANCE OF PROPOSAL The above prices and conditions are satisfactory and hereby accepted.

Authorized Signature _____
 Date of Acceptance _____

Terms and Conditions: Standard terms and conditions per account. Partial or progress payments may be required by Solar Supply Credit Manger. To be determined upon acceptance of proposal.

XVIII. CONSIDER AND APPROVE AUTHORIZING THE SUPERINTENDENT TO PURCHASE LAPTOP COMPUTERS

XIX. CONSIDER AND APPROVE AUTHORIZING THE SUPERINTENDENT TO HIRE PERSONNEL AND ISSUE CONTRACTS FROM APRIL 22, 2026, THROUGH AUGUST 31, 2026

XX. REPORT OF BOARD MEMBER TRAINING RECEIVED TO DATE

XXI. DISCUSSION AND ACTION ON CONSENT AGENDA ITEMS

XXI.A.Minutes of Previous Board Meeting

Regular Board Meeting
MINUTES 03/16/2026
6:00 p.m.

Present: Aslone Foy, Jim Longbotham, Sindra McLean (6:03), Jason Milstead, Stephen Bradley (6:04), Angela Crane. Absent: Bridgett Jackson-Tatum.

Others: Scott Cummings, Teresa Battrick, Cindy Ensminger, Deana Rand, Melissa Smith, Evan Ditmore, Lora Sims, Kristen Curry, Kelley Copeland, Craig Champion, Staci Gold, Misty Dinger, Karen Brem, Matt Adams, Jared Hunt, Dusty Brinley, Tyler Hoffman, Deuce Diaz, Rebecca Diaz, John Diaz, Jayson Erskine, John Erskine, Desaray Stone, Dominic Mills, April Mills, Oakley Mills.

Aslone Foy called the meeting to order at 6:00 p.m.

Jim Longbotham gave the Invocation.

Jason Milstead led the Pledges to the Flags.

Angela Crane read the District Mission Statement.

Public Comment: There were no public comments.

Student Recognition: Enge-Washington Intermediate School students, Dominic Mills, Jayson Erskine, and Deuce Diaz were recognized for placing first in the Math Study Guide competition. They presented their project that they coded to help students learn their multiplication table.

Staci Gold, with McCreary, Veselka, Bragg & Allen (MVBA), presented the Groesbeck ISD Delinquent Tax Collections Report. Over the past four years, collections have been over 100%. In 2024, 100.98% of the levy includes penalties and interest. Reviewed cumulative percentage collected. Some amounts are uncollectable due to issues such as insolvency, bankruptcies, and tax deferrals. Presented information on delinquent taxes, active collections, temporary uncollectible, and uncollectible, research, and progress. Matt Adams, with MVBA, assists districts with school finance, and it's free of charge. This is an additional service offered by MVBA.

Motion by Jason Milstead, seconded by Sindra McLean, that we adopt and approve the resolution selecting job order contracting as the procurement method that provides the best value to the District for the Baseball/Softball Field Project and Tennis Courts Project. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Motion by Stephen Bradley, Jason Milstead, that we adopt and approve the resolution selecting The Interlocal Purchasing System as the purchasing cooperative from which any job order contractors are to be selected. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Motion by Jim Longbotham, seconded by Angela Crane, that we adopt and approve the resolution selecting Symmetry Sports, LLC as the TIPS vendor for the Groesbeck ISD Baseball/Softball Field Project. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Motion by Jason Milstead, seconded by Jim Longbotham, that we adopt and approve the resolution selecting Pro Tech Track & Tennis, LP as the TIPS vendor for the Groesbeck ISD Tennis Courts Project. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Motion by Jim Longbotham, seconded by Sindra McLean, that we adopt and approve the resolution selecting Dan Franklin of Franklin Geotechnical, LLC as the engineer for the Groesbeck ISD Turf Baseball/Softball Field Project. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Motion by Stephen Bradley, seconded by Jason Milstead, that we adopt and approve the resolution selecting Bill Graham of Graham-Martin, Ltd. as the engineer for the Groesbeck ISD Tennis Courts Project. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Motion by Jim Longbotham, seconded by Sindra McLean, that we adopt and approve the resolution delegating authority to the Superintendent to negotiate the necessary construction contracts incident to the Groesbeck ISD Baseball/Softball Field Project and Tennis Courts Project, subject to final board approval. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

The board tabled agenda item: Deliberation and possible action to approve the owner-CMAR agreement and general conditions agreement between the district and Champco, Inc. for the District's 2025 Bond Projects. No action was taken.

Scott Cummings gave an update on middle school plans and playground equipment.

The 2026-27 School Calendar was discussed. Spring break, county show, graduation on a Thursday. Motion by Stephen Bradley, seconded by Jason Milstead, to approve the 2026-2027 school calendar. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Motion by Jason Milstead, seconded by Sindra McLean, to move to approve changes to the Investment Policy CDA(LOCAL) as presented. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Consent Agenda: Motion by Jim Longbotham, seconded by Sindra McLean, to approve the consent agenda. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

- A. Minutes of Previous Board Meeting
- B. Budget Report and Amendments

Entered into Executive Session: 6:45 p.m.

Reconvened: 8:21 p.m.

Motion by Jason Milstead, seconded by Jim Longbotham, to approve hires and resignations. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Motion by Jason Milstead, seconded by Sindra McLean, to approve teacher and other staff contracts as recommended. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Superintendent Comments: Band, powerlifting, softball, baseball, STAAR testing, and Bond sale in April.

Board President Comments and Reports: We will have a special board meeting on Monday, March 30, and the next regular board meeting will be on Monday, April 20.

Motion by Angela Crane, seconded by Sindra McLean, to adjourn. Motion carried unanimously. Voting For: Aslone Foy, Jim Longbotham, Sindra McLean, Jason Milstead, Stephen Bradley, Angela Crane.

Adjourned: 8:31 p.m.

Aslone Foy, Board President

Bridgett Jackson-Tatum, Secretary

April 20, 2026
Date Approved

XXI.B. Budget Report and Amendments

Board Report
Recap Comparison of Revenue to Budget
Groesbeck ISD
As of March

	<u>Estimated Revenue (Budget)</u>	<u>Revenue Realized Current</u>	<u>Revenue Realized To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
000					
199 / 6 GENERAL FUND	20,312,962.00	-3,738,835.09	-18,239,812.47	2,073,149.53	89.79%
211 / 6 TITLE I, PART A	763,320.09	-80,436.37	-437,166.30	326,153.79	57.27%
224 / 6 IDEA - PART B, FORMULA	450,017.00	-26,700.19	-143,395.12	306,621.88	31.86%
225 / 6 IDEA - PART B, PRESCHOOL	7,572.00	.00	-4,000.00	3,572.00	52.83%
240 / 6 FOOD SERVICE	1,072,307.00	-82,924.62	-523,142.95	549,164.05	48.79%
244 / 6 CAREER & TECHNICAL	28,799.00	-1,008.90	-17,421.40	11,377.60	60.49%
255 / 6 TITLE II, PART A	94,068.00	-4,632.84	-40,957.96	53,110.04	43.54%
265 / 6 ACE FEDERALLY FUNDED	100,000.00	-4,218.96	-25,480.57	74,519.43	25.48%
270 / 6 TITLE V	51,913.00	.00	-12,587.90	39,325.10	24.25%
289 / 6 TITLE IV	35,189.00	-5,533.23	-26,733.23	8,455.77	75.97%
410 / 6 IMA/TEXTBOOK	477,597.17	-11,178.82	-11,178.82	466,418.35	2.34%
429 / 6 STATE FUNDED	351,074.78	-1,515.00	-172,498.64	178,576.14	49.13%
511 / 6 DEBT SERVICE	3,050,000.00	-1,053,011.12	-3,343,914.82	-293,914.82	109.64%
Totals for 000	26,794,819.04	-5,009,995.14	-22,998,290.18	3,796,528.86	85.83%
001 - Groesbeck High School					
240 / 6 FOOD SERVICE	15,000.00	-3,201.96	-23,372.91	-8,372.91	155.82%
Totals for 001 - Groesbeck High School	15,000.00	-3,201.96	-23,372.91	-8,372.91	155.82%
042 - Groesbeck Middle School					
240 / 6 FOOD SERVICE	3,000.00	-255.85	-1,142.24	1,857.76	38.07%
Totals for 042 - Groesbeck Middle School	3,000.00	-255.85	-1,142.24	1,857.76	38.07%
101 - Enge-Washington Intermediate					
240 / 6 FOOD SERVICE	3,000.00	-329.75	-2,887.00	113.00	96.23%
Totals for 101 - Enge-Washington Intermediate	3,000.00	-329.75	-2,887.00	113.00	96.23%
104 - H O Whitehurst Elementary					
240 / 6 FOOD SERVICE	6,000.00	-231.12	-2,581.39	3,418.61	43.02%
Totals for 104 - H O Whitehurst Elementary	6,000.00	-231.12	-2,581.39	3,418.61	43.02%
999 - Undistributed Organization Unit					
199 / 6 GENERAL FUND	65,000.00	-4,373.34	-76,810.47	-11,810.47	118.17%
Totals for 999 - Undistributed Organization Unit	65,000.00	-4,373.34	-76,810.47	-11,810.47	118.17%
Total 5000 Revenues	26,886,819.04	-5,018,387.16	-23,105,084.19	3,781,734.85	85.93%
Total 7000 Revenues	.00	.00	.00	.00	.00%
Total Revenues	26,886,819.04	-5,018,387.16	-23,105,084.19	3,781,734.85	85.93%

Board Report
Recap Comparison of Expenditures and Encumbrances to Budget
Groesbeck ISD
As of March

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
001 - Groesbeck High School						
199 / 6 GENERAL FUND	-5,119,375.98	32,430.53	2,812,922.11	384,316.54	-2,274,023.34	54.95%
211 / 6 TITLE I, PART A	-2,234.00	.00	2,271.00	.00	37.00	101.66%
240 / 6 FOOD SERVICE	-103,878.56	.00	53,608.88	7,648.36	-50,269.68	51.61%
244 / 6 CAREER & TECHNICAL	-28,799.00	3,291.79	18,108.69	1,681.50	-7,398.52	62.88%
255 / 6 TITLE II, PART A	-34,681.00	500.00	17,369.25	2,011.41	-16,811.75	50.08%
270 / 6 TITLE V	-4,600.00	.00	1,182.76	56.87	-3,417.24	25.71%
289 / 6 TITLE IV	-22,500.00	.00	22,847.21	6,467.37	347.21	101.54%
429 / 6 STATE FUNDED	.00	17,383.04	.00	.00	17,383.04	.00%
Totals for 001 - Groesbeck High School	-5,316,068.54	53,605.36	2,928,309.90	402,182.05	-2,334,153.28	55.08%
042 - Groesbeck Middle School						
199 / 6 GENERAL FUND	-1,970,775.66	6,855.82	1,109,408.96	154,995.51	-854,510.88	56.29%
211 / 6 TITLE I, PART A	-76,871.27	.00	39,724.80	4,801.96	-37,146.47	51.68%
224 / 6 IDEA - PART B, FORMULA	-32,462.20	.00	13,356.42	1,908.23	-19,105.78	41.14%
240 / 6 FOOD SERVICE	-59,449.00	.00	16,360.95	2,394.65	-43,088.05	27.52%
255 / 6 TITLE II, PART A	-18,473.73	.00	8,267.04	1,018.75	-10,206.69	44.75%
270 / 6 TITLE V	-5,250.00	.00	368.14	193.14	-4,881.86	7.01%
Totals for 042 - Groesbeck Middle School	-2,163,281.86	6,855.82	1,187,486.31	165,312.24	-968,939.73	54.89%
101 - Enge-Washington Intermediate						
199 / 6 GENERAL FUND	-2,271,874.18	6,035.02	1,274,634.34	189,985.04	-991,204.82	56.10%
211 / 6 TITLE I, PART A	-251,526.71	100.59	101,471.80	14,856.38	-149,954.32	40.34%
240 / 6 FOOD SERVICE	-104,422.44	.00	60,156.25	8,593.21	-44,266.19	57.61%
255 / 6 TITLE II, PART A	-7,900.00	1,095.00	3,115.39	.00	-3,689.61	39.44%
270 / 6 TITLE V	-7,045.00	180.41	5,004.65	1,363.98	-1,859.94	71.04%
Totals for 101 - Enge-Washington Intermediate	-2,642,768.33	7,411.02	1,444,382.43	214,798.61	-1,190,974.88	54.65%
104 - H O Whitehurst Elementary						
199 / 6 GENERAL FUND	-2,994,356.97	8,339.97	1,707,955.77	242,612.70	-1,278,061.23	57.04%
211 / 6 TITLE I, PART A	-306,226.11	.00	227,941.59	26,566.79	-78,284.52	74.44%
224 / 6 IDEA - PART B, FORMULA	-62,489.92	.00	36,000.47	5,142.60	-26,489.45	57.61%
225 / 6 IDEA - PART B, PRESCHOOL	-7,572.00	2,572.00	5,000.00	1,000.00	.00	66.03%
240 / 6 FOOD SERVICE	-63,226.00	.00	2,520.82	.00	-60,705.18	3.99%
255 / 6 TITLE II, PART A	-9,250.00	.00	3,607.51	.00	-5,642.49	39.00%
265 / 6 ACE FEDERALLY FUNDED	-90,450.00	423.86	32,341.08	4,970.74	-57,685.06	35.76%
270 / 6 TITLE V	-6,200.00	.00	2,236.29	957.89	-3,963.71	36.07%
Totals for 104 - H O Whitehurst Elementary	-3,539,771.00	11,335.83	2,017,603.53	281,250.72	-1,510,831.64	57.00%
701 - Superintendent						
199 / 6 GENERAL FUND	-333,640.00	17,953.97	166,069.48	36,014.98	-149,616.55	49.78%
Totals for 701 - Superintendent	-333,640.00	17,953.97	166,069.48	36,014.98	-149,616.55	49.78%
702						
199 / 6 GENERAL FUND	-101,575.00	3,300.86	45,667.24	1,677.04	-52,606.90	44.96%
Totals for 702	-101,575.00	3,300.86	45,667.24	1,677.04	-52,606.90	44.96%
703						

Board Report
Recap Comparison of Expenditures and Encumbrances to Budget
Groesbeck ISD
As of March

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
199 / 6 GENERAL FUND	-500,344.50	180,776.62	315,550.73	49,337.89	-4,017.15	63.07%
Totals for 703	-500,344.50	180,776.62	315,550.73	49,337.89	-4,017.15	63.07%
750 - Groesbeck ISD Business Office						
199 / 6 GENERAL FUND	-448,426.50	30,924.64	240,667.15	27,809.97	-176,834.71	53.67%
211 / 6 TITLE I, PART A	-2,234.00	.00	2,274.00	.00	40.00	101.79%
Totals for 750 - Groesbeck ISD Business Office	-450,660.50	30,924.64	242,941.15	27,809.97	-176,794.71	53.91%
999 - Undistributed Organization Unit						
199 / 6 GENERAL FUND	-6,637,593.21	851,153.12	3,299,797.01	393,041.25	-2,486,643.08	49.71%
211 / 6 TITLE I, PART A	-124,228.00	.00	109,832.64	.00	-14,395.36	88.41%
224 / 6 IDEA - PART B, FORMULA	-355,064.88	80,439.73	118,466.76	17,377.20	-156,158.39	33.36%
240 / 6 FOOD SERVICE	-768,331.00	206,049.31	430,883.34	69,468.28	-131,398.35	56.08%
255 / 6 TITLE II, PART A	-23,763.27	.00	10,294.43	.00	-13,468.84	43.32%
265 / 6 ACE FEDERALLY FUNDED	-9,550.00	.00	3,607.14	752.63	-5,942.86	37.77%
270 / 6 TITLE V	-28,818.00	.00	7,702.44	.00	-21,115.56	26.73%
289 / 6 TITLE IV	-12,689.00	1,520.00	10,683.39	1,530.00	-485.61	84.19%
410 / 6 IMA/TEXTBOOK	-477,597.17	.00	11,178.82	1,703.62	-466,418.35	2.34%
429 / 6 STATE FUNDED	-351,074.78	44,108.37	196,878.39	.00	-110,088.02	56.08%
511 / 6 DEBT SERVICE	-3,050,000.00	.00	711,990.13	.00	-2,338,009.87	23.34%
Totals for 999 - Undistributed Organization Unit	-11,838,709.31	1,183,270.53	4,911,314.49	483,872.98	-5,744,124.29	41.49%
Total 6000 Expenditures	-26,886,819.04	1,495,434.65	13,259,325.26	1,662,256.48	-12,132,059.13	49.32%
Total 8000 Expenditures	.00	.00	.00	.00	.00	.00%
Total Expenditures	-26,886,819.04	1,495,434.65	13,259,325.26	1,662,256.48	-12,132,059.13	49.32%

End of Report

Comparison of Revenue to Budget
 As of March

	Estimated Revenue	Current Realized Revenue	Realized Revenue To Date	Revenue Balance	Percent Realized
General Operating Funds					
199 / 6 - GENERAL FUND 5000	20,377,962.00	-3,743,208.43	-18,316,622.94	2,061,339.06	89.88%
Totals 5000	20,377,962.00	-3,743,208.43	-18,316,622.94	2,061,339.06	89.88%
Totals 7000	.00	.00	.00	.00	.00%
Totals General Operating Funds	20,377,962.00	-3,743,208.43	-18,316,622.94	2,061,339.06	89.88%
Special Revenue Funds					
211 / 6 - TITLE I, PART A 5000	763,320.09	-80,436.37	-437,166.30	326,153.79	57.27%
224 / 6 - IDEA - PART B, FORMULA 5000	450,017.00	-26,700.19	-143,395.12	306,621.88	31.86%
225 / 6 - IDEA - PART B, PRESCHOOL 5000	7,572.00	.00	-4,000.00	3,572.00	52.83%
240 / 6 - FOOD SERVICE 5000	1,099,307.00	-86,943.30	-553,126.49	546,180.51	50.32%
244 / 6 - CAREER & TECHNICAL 5000	28,799.00	-1,008.90	-17,421.40	11,377.60	60.49%
255 / 6 - TITLE II, PART A 5000	94,068.00	-4,632.84	-40,957.96	53,110.04	43.54%
265 / 6 - ACE FEDERALLY FUNDED 5000	100,000.00	-4,218.96	-25,480.57	74,519.43	25.48%
270 / 6 - TITLE V 5000	51,913.00	.00	-12,587.90	39,325.10	24.25%
289 / 6 - TITLE IV 5000	35,189.00	-5,533.23	-26,733.23	8,455.77	75.97%
410 / 6 - IMA/TEXTBOOK 5000	477,597.17	-11,178.82	-11,178.82	466,418.35	2.34%
429 / 6 - STATE FUNDED 5000	351,074.78	-1,515.00	-172,498.64	178,576.14	49.13%
Totals 5000	3,458,857.04	-222,167.61	-1,444,546.43	2,014,310.61	41.76%
Totals 7000	.00	.00	.00	.00	.00%
Totals Special Revenue Funds	3,458,857.04	-222,167.61	-1,444,546.43	2,014,310.61	41.76%
Interest & Sinking Funds					
511 / 6 - DEBT SERVICE 5000	3,050,000.00	-1,053,011.12	-3,343,914.82	-293,914.82	109.64%
Totals 5000	3,050,000.00	-1,053,011.12	-3,343,914.82	-293,914.82	109.64%
Totals 7000	.00	.00	.00	.00	.00%
Totals Interest & Sinking Funds	3,050,000.00	-1,053,011.12	-3,343,914.82	-293,914.82	109.64%
Expendable Trust Funds					
829 / 6 - TRUST & AGENCY FUND 5000	.00	-2.92	-368.76	-368.76	.00%
Totals 5000	.00	-2.92	-368.76	-368.76	.00%
Totals 7000	.00	.00	.00	.00	.00%
Totals Expendable Trust Funds	.00	-2.92	-368.76	-368.76	.00%
Total Revenues 5000	26,886,819.04	-5,018,390.08	-23,105,452.95	3,781,366.09	85.94%
Total Revenues 7000	.00	.00	.00	.00	.00%
Total Revenues	26,886,819.04	-5,018,390.08	-23,105,452.95	3,781,366.09	85.94%

Comparison of Expenditures and Encumbrances to Budget
 As of March

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
199 / 6 - GENERAL FUND 6000	-20,377,962.00	1,137,770.55	1,479,790.92	10,972,672.79	-8,267,518.66	53.85%
Totals 6000	-20,377,962.00	1,137,770.55	1,479,790.92	10,972,672.79	-8,267,518.66	53.85%
Totals 8000	.00	.00	.00	.00	.00	.00%
Totals General Operating Funds	-20,377,962.00	1,137,770.55	1,479,790.92	10,972,672.79	-8,267,518.66	53.85%
Special Revenue Funds						
211 / 6 - TITLE I, PART A 6000	-763,320.09	100.59	46,225.13	483,515.83	-279,703.67	63.34%
224 / 6 - IDEA - PART B, FORMULA 6000	-450,017.00	80,439.73	24,428.03	167,823.65	-201,753.62	37.29%
225 / 6 - IDEA - PART B, PRESCHOOL 6000	-7,572.00	2,572.00	1,000.00	5,000.00	.00	66.03%
240 / 6 - FOOD SERVICE 6000	-1,099,307.00	206,049.31	88,104.50	563,530.24	-329,727.45	51.26%
244 / 6 - CAREER & TECHNICAL 6000	-28,799.00	3,291.79	1,681.50	18,108.69	-7,398.52	62.88%
255 / 6 - TITLE II, PART A 6000	-94,068.00	1,595.00	3,030.16	42,653.62	-49,819.38	45.34%
265 / 6 - ACE FEDERALLY FUNDED 6000	-100,000.00	423.86	5,723.37	35,948.22	-63,627.92	35.95%
270 / 6 - TITLE V 6000	-51,913.00	180.41	2,571.88	16,494.28	-35,238.31	31.77%
289 / 6 - TITLE IV 6000	-35,189.00	1,520.00	7,997.37	33,530.60	-138.40	95.29%
410 / 6 - IMA/TEXTBOOK 6000	-477,597.17	.00	1,703.62	11,178.82	-466,418.35	2.34%
429 / 6 - STATE FUNDED 6000	-351,074.78	61,491.41	.00	196,878.39	-92,704.98	56.08%
Totals 6000	-3,458,857.04	357,664.10	182,465.56	1,574,662.34	-1,526,530.60	45.53%
Totals 8000	.00	.00	.00	.00	.00	.00%
Totals Special Revenue Funds	-3,458,857.04	357,664.10	182,465.56	1,574,662.34	-1,526,530.60	45.53%
Interest & Sinking Funds						
511 / 6 - DEBT SERVICE 6000	-3,050,000.00	.00	.00	711,990.13	-2,338,009.87	23.34%
Totals 6000	-3,050,000.00	.00	.00	711,990.13	-2,338,009.87	23.34%
Totals 8000	.00	.00	.00	.00	.00	.00%
Totals Interest & Sinking Funds	-3,050,000.00	.00	.00	711,990.13	-2,338,009.87	23.34%
Construction Funds						
699 / 6 - CAPITAL PROJECTS 6000	.00	19,975.94	2,564.00	305,428.62	325,404.56	.00%
Totals 6000	.00	19,975.94	2,564.00	305,428.62	325,404.56	.00%
Totals 8000	.00	.00	.00	.00	.00	.00%
Totals Construction Funds	.00	19,975.94	2,564.00	305,428.62	325,404.56	.00%
Total Expenditures 6000	-26,886,819.04	1,515,410.59	1,664,820.48	13,564,753.88	-11,806,654.57	50.45%
Total Expenditures 8000	.00	.00	.00	.00	.00	.00%
Total Expenditures	-26,886,819.04	1,515,410.59	1,664,820.48	13,564,753.88	-11,806,654.57	50.45%

GROESBECK INDEPENDENT SCHOOL DISTRICT BUDGET AMENDMENT REQUEST

DATE: April 13, 2026

FUND	FUNC	CLASS / OBJ	SUB OBJ	ORG	YR	PIC	LC	PROJ	DESCRIPTION	INCREASE DECREASE
199-34-6639-02-999-6-99-000									FUEL PUMPS	-200,000
199-53-6399-01-999-6-99-000									CHROME BOOKS/CARTS	+200,000
Comments: TRANSFER FROM FUNCTION 34 TO FUNCTION 53 FOR COMPUTER PURCHASES. <i>Melvin Smith</i>										

PRINCIPAL/DIRECTOR'S APPROVAL _____ DATE _____ SUPERINTENDENT'S APPROVAL _____ DATE _____ BOARD APPROVAL _____ DATE _____

XXI.C. Quarterly Investment Report



Groesbeck Independent School District

Quarterly Investment Report


For the Quarter Ended

February 28, 2026

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the Groesbeck Independent School District is in compliance with the Public Funds Investment Act and the District's Investment Policy.


Scott Cummings, Superintendent/Investment Officer


Melissa Smith, Business Manager/Investment Officer

Disclaimer: These reports were compiled using information provided by Groesbeck Independent School District. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.



Summary

Quarter End Results by Investment Category:

Asset Type	November 30, 2025			February 28, 2026		
	Book Value	Market Value	Ave. Yield	Book Value	Market Value	Ave. Yield
Pools/DDA/MMA	\$ 15,415,780	\$ 15,415,780	3.73%	\$ 19,636,613	\$ 19,636,613	3.73%
Totals	\$ 15,415,780	\$ 15,415,780		\$ 19,636,613	\$ 19,636,613	3.73%

<u>Average Quarterly Yield (1)</u>	<u>Average Quarter-End Yields - Fiscal YTD</u>
Total Portfolio	Total Portfolio
3.73%	3.73%

Rolling Three Month Treasury	Rolling Three Month Treasury
3.68%	3.84%
Rolling Six Month Treasury	Rolling Six Month Treasury
3.71%	3.87%
TexPool	TexPool
3.68%	3.83%

<u>Interest Earnings (Approximate)</u>	
Quarter Interest Earnings	\$161,179
Year-to-Date Interest Earnings	\$301,122

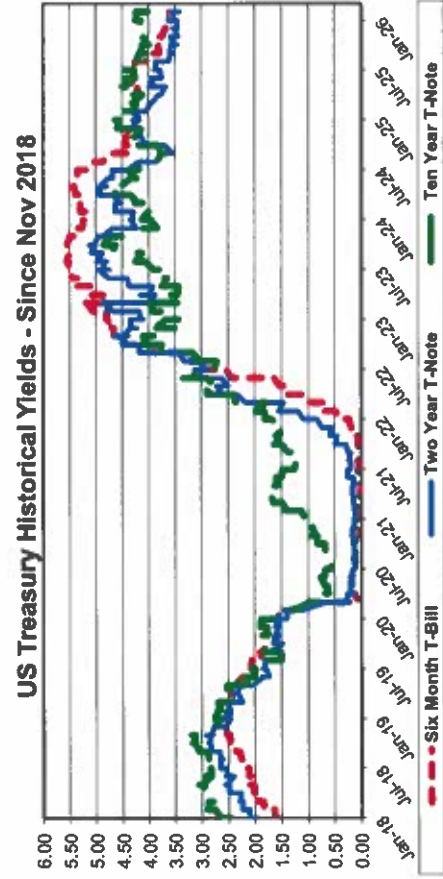
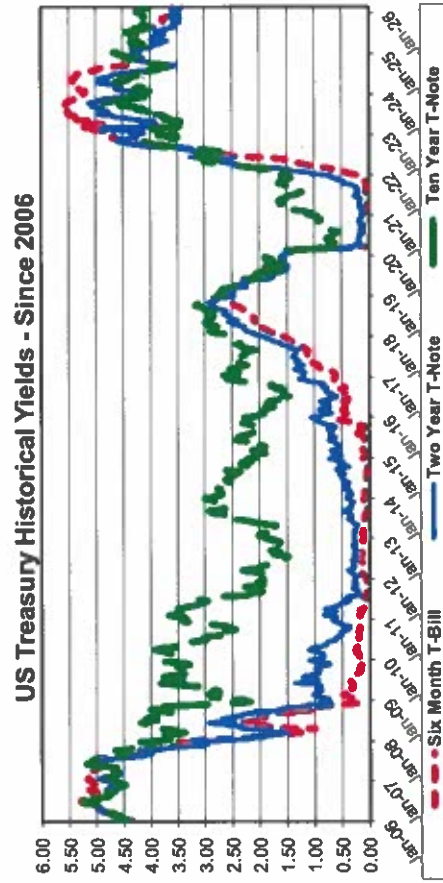
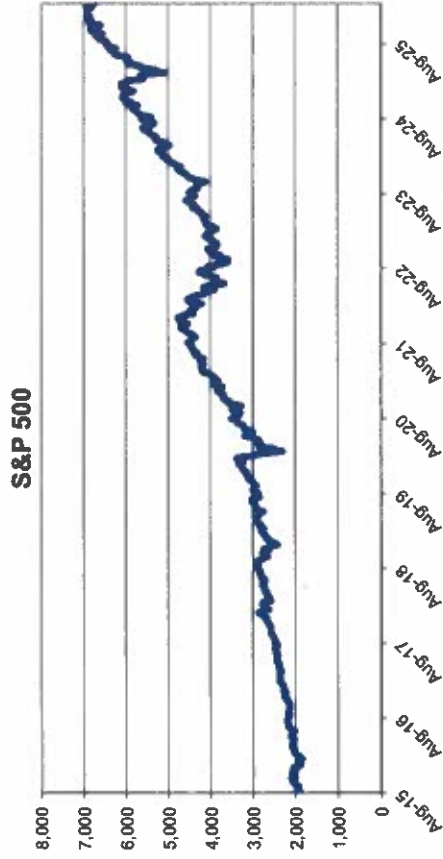
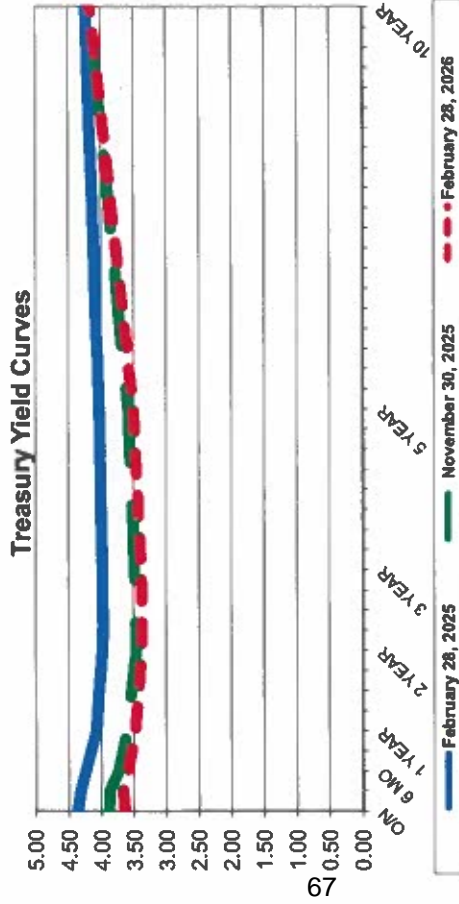
(1) **Average Quarter Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Average Quarter-End Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.



2/28/2026

Economic Overview
 The Federal Open Market Committee (FOMC) maintained the Fed Funds target 3.50% - 3.75% (Effective Fed Funds trade +/-3.64%) at their Jan meeting. Additional rate cuts during 2026 are uncertain, but could include one late spring/early summer and one late fall. February Non-Farm Payroll lost 92k (substantially below the +55k expectation) reducing the three month average to +6k. The S&P 500 Stock Index touched 7,000 but remains slightly below. The yield curve dips between 1 & 2 years rising thereafter. With the Middle East conflict, Crude Oil shot up to <\$100. Inflation continues above the FOMC 2% target (Core PCE +/-3.0% December). The Markets have retraced given the uncertain world events.



**Investment Holdings
February 28, 2026**



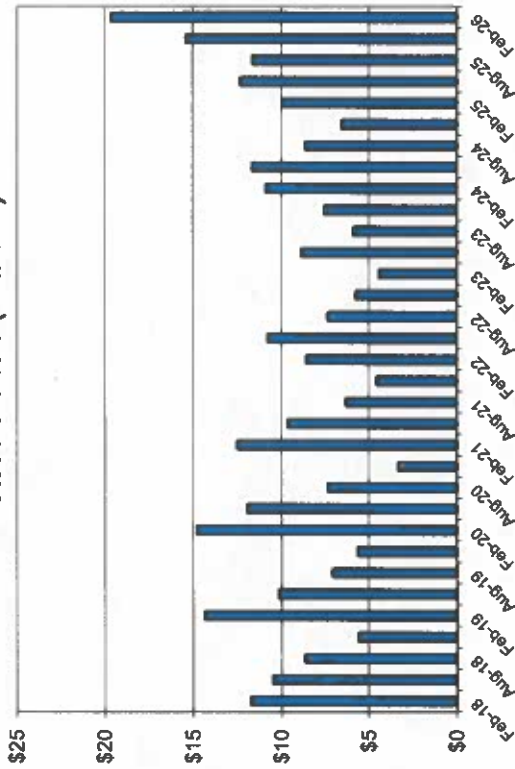
Description	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Purchase Price	Book Value	Market Price	Market Value	Life (days)	Yield
Citizen's State Bank Checking	0.70%	03/01/26	02/28/26	\$ 347,172	1.00	\$ 347,172	1.00	\$ 347,172	1	0.70%
Citizen's State Bank MMA	4.00%	03/01/26	02/28/26	5,217,682	1.00	5,217,682	1.00	5,217,682	1	4.00%
TexPool LGIP	3.68%	03/01/26	02/28/26	10,434,466	1.00	10,434,466	1.00	10,434,466	1	3.68%
InterBank Cash Mgt	3.75%	03/01/26	02/28/26	249,716	1.00	249,716	1.00	249,716	1	3.75%
InterBank ICS MMA	3.75%	03/01/26	02/28/26	3,387,577	1.00	3,387,577	1.00	3,387,577	1	3.75%
				<u>\$ 19,636,613</u>		<u>\$ 19,636,613</u>		<u>\$ 19,636,613</u>	<u>1</u>	<u>3.73%</u>
									(1)	(2)

(1) Weighted average life - For purposes of calculating weighted average life, Bank Deposit, Local Government Investment Pool, and Money Market Mutual Fund investments are assumed to have a one day maturity.

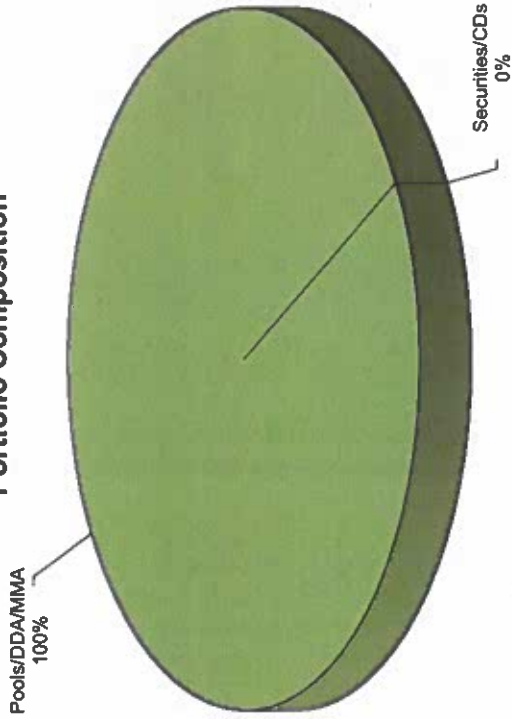
(2) Weighted average yield to maturity - For purposes of calculating weighted average yield to maturity, realized and unrealized gains/losses, and Investment Advisor fees are not considered.



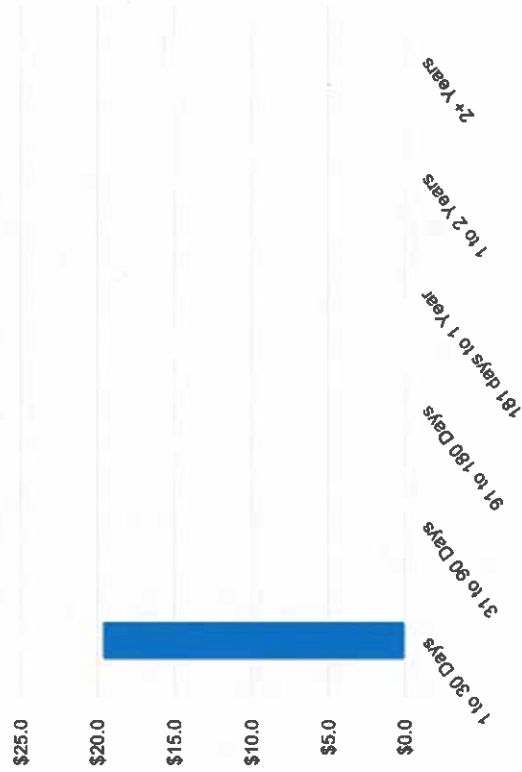
Total Portfolio (Millions)



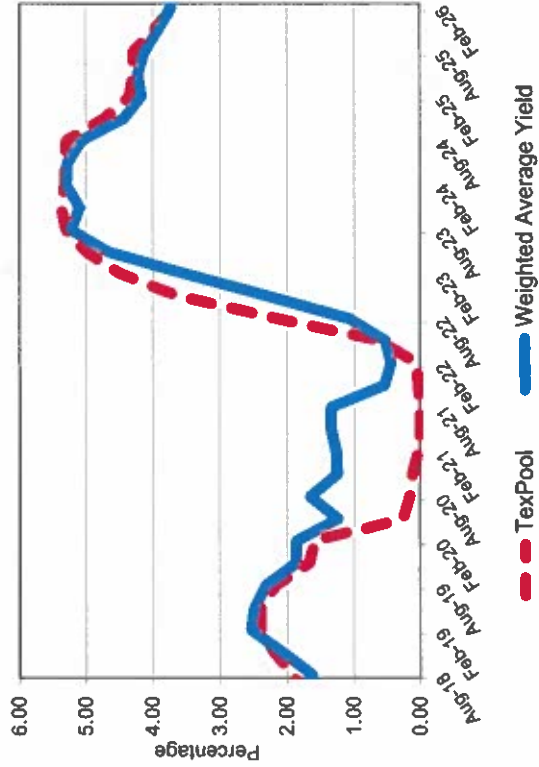
Portfolio Composition



Distribution by Maturity (Millions)



Portfolio Performance





Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 11/30/25	Increases	Decreases	Book Value 02/28/26	Market Value 11/30/25	Change in Market Value	Market Value 02/28/26
Citizen's State Bank	0.70%	03/01/26	\$ 396,170	\$ -	\$ (48,998)	\$ 347,172	\$ 396,170	\$ (48,998)	\$ 347,172
Citizen's State Bank	4.00%	03/01/26	2,510,085	2,707,598	-	5,217,682	2,510,085	2,707,598	5,217,682
TexPool	3.68%	03/01/26	8,906,043	1,528,423	-	10,434,466	8,906,043	1,528,423	10,434,466
InterBank	3.75%	03/01/26	249,819	-	(102)	249,716	249,819	(102)	249,716
InterBank ICS	3.75%	03/01/26	3,353,664	33,913	-	3,387,577	3,353,664	33,913	3,387,577
TOTAL / AVERAGE	3.73%		\$ 15,415,780	\$ 4,269,934	\$ (49,101)	\$ 19,636,613	\$ 15,415,780	\$ 4,220,833	\$ 19,636,613

**Book & Market Value Allocated by Fund
February 28, 2026**

	Description/ Maturity	Total	General Operating	Debt Service	Activity Fund	Scholarship Trust
Citizen's State Bank	Checking	\$ 347,172	\$ 258,156	\$ -	\$ 84,100	\$ 4,916
Citizen's State Bank	MMA	5,217,682	5,217,682	-	-	-
TexPool	LGIP	10,434,466	2,802,225	7,632,240	-	-
InterBank	Cash Mgt	249,716	249,716	-	-	-
InterBank ICS	MMA	3,387,577	3,387,577	-	-	-
		\$19,636,613	\$ 11,915,357	\$ 7,632,240	\$ 84,100	\$ 4,916



**Book & Market Value Allocated by Fund
November 30, 2025**

	Description/ Maturity	Total	General Operating	Debt Service	Activity Fund	Scholarship Trust
Citizen's State Bank	Checking	\$ 396,170	\$ 281,991	\$ -	\$ 109,272	\$ 4,907
Citizen's State Bank	MMA	2,510,085	2,510,085	-	-	-
TexPool	LGIP	8,906,043	2,776,531	6,129,512	-	-
InterBank	Cash Mgt	249,819	249,819	-	-	-
InterBank ICS	MMA	3,353,664	3,353,664	-	-	-
		\$15,415,780	\$ 9,172,090	\$ 6,129,512	\$ 109,272	\$ 4,907



XXI.D.2026-2027 Pay Dates

XXI.E. Interquest Detection Canines Agreement

Interquest Detection Canines™
(INTERQUEST)

GROESBECK ISD
(the District)

This shall serve as an agreement by and between Interquest Detection Canines™ and the DISTRICT for substance awareness and detection services for the fiscal year of July 1, 2026 through June 30, 2027.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections will be conducted unannounced to district personnel on a random basis. Visits will be conducted with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Special request visits (proms, bus trips, etc) can be scheduled in advance when necessary, but DISTRICT will be responsible for payments for any scheduled visits not cancelled 72 hours prior to the requested date. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT.

INTERQUEST policy precludes the use of detection canines to "sniff" individuals under any circumstances.

INTERQUEST agrees to provide 10 HALF-day visits at \$330/visit for the contract period. The DISTRICT may increase or decrease the total number of visits by notifying INTERQUEST in writing. Multiple canine teams will be charged on a per team basis. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice. Required court testimony will be charged at the same daily rate.

INTERQUEST will provide DISTRICT visits in conjunction with days designated as appropriate for utilizing the DISTRICT'S attached calendar. DISTRICT will provide a school calendar with inappropriate dates for service marked through. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and state regulatory agencies as required.

INTERQUEST DETECTION CANINES™

FOR THE DISTRICT:

Debbie Farmer

Debbie Farmer
President

DATE: _____

Please return a signed copy of this Agreement and your District calendar. Visits are provided on an unannounced basis according to the calendar provided. **This rate is valid for agreements signed and returned by June 30, 2026.**

XXI.F. Certification of Provision of Instructional Materials 2026-27

Certification of Provision of Instructional Materials Survey 2026–27

Certification 2026–27 Survey Questions

Background Information

QUESTION 1.0:

Name of person completing this form:

Cynthia Ensminger

QUESTION 1.1:

Your email address:

c.ensminger@goresbeckisd.net

QUESTION 1.2:

Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

Local School System Information

Please note: The information provided will be publicly accessible. Only school-related details should be entered in the fields below (e.g., use work-related email addresses).

QUESTION 2.0:

Region #

ESC12

QUESTION 2.1:

School system name and number

Groesbeck ISd 147902

QUESTION 2.2:

Name of superintendent

Scott Cummings

QUESTION 2.3:

Email address of the superintendent

s.cummings@groesbeckisd.net

QUESTION 2.4:

Name of the school board president or officer of the governing body

Aslone Foy

QUESTION 2.5:

Email address of the school board president or officer of the governing body

a.foy@groesbeckisd.net

QUESTION 2.6:

Date of the local board of trustees or governing body meeting at which the certification prework form was presented and approved?

April 21, 2026

Reading Language Arts Certification

Scope and Sequence: All Grade Levels RLA

QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the local school system level and generally consistent across classrooms within the same grade level?

Yes

No

English Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 4.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.) [Single Select]

Yes

No

English Reading Language Arts K–5 Instructional Materials

QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA and/or Phonics grades K-5 full-subject and/or supplemental publisher(s)/ product(s) used:

Texas Education Agency; Bluebonnet Learning Foundational Skills Grade K-3
Texas Education Agency; Bluebonnet Learning Reading Language Arts Grade K-5, Ed 1
Curriculum Associates ThinkUp! RLA
IXL Learning: IXL Language Arts

QUESTION 5.1:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Reading Language Arts, Edition 1 (grades K-5) in their classroom on a regular basis?

596

QUESTION 5.2:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Foundational Skills, Edition 1 (grades K-3) in their classroom on a regular basis?

298

Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Spanish RLA and/or Phonics grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

QUESTION 7.1:

(If above answer includes Aprendizaje Bluebonnet instructional materials):

What is the estimated unique count of students in your local school system that are using Aprendizaje Bluebonnet Artes del lenguaje y lectura, (grados K-5) in their classroom on a regular basis?

QUESTION 7.2:

What is the estimated unique count of students in your local school system that are using Aprendizaje Bluebonnet Destrezas fundamentales, (grados K-3) in their classroom on a regular basis?

English Reading Language Arts (RLA) 6-8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2026-27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades 6-8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

English Reading Language Arts (RLA) 6–8 Instructional Materials

QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Amplify Education Inc; Boost Reading Texas
IXL Learning; IXL Language Arts
ThinkCERCA; ThinkCERCA Texas Edition
Curriculum Associates; Think Up! RLA
Quill; Quill Connect
Kamico

English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

QUESTION 10.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.)

Yes

No

English Reading Language Arts (RLA) 9–12 Instructional Materials

QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

English RLA grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

ThinkCERCA; ThinkCERCA Texas Edition
TEExGuide
TEKS Resource System: Texas Curriculum Management Cooperative

Mathematics Certification

Scope and Sequence: All Grade Levels Mathematics

QUESTION 12.0:

Are instructional materials for mathematics managed at the school system-level and generally consistent across classrooms within the same grade level?

Yes

No

Mathematics K–5 TEKS Coverage Certification

QUESTION 13.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics K–5 Instructional Materials

QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades K-5 full-subject and/or supplemental publisher(s)/product(s) used:

IXL Learning, Inc. ; IXL Math Grade 4-5
Curriculum Associates, LLC ; Think Up! K-5
Great Minds:Eureka Math Texas Edition
Facts on Fire, K-3

QUESTION 14.1:

(If above answers include Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning, Edition 1 (grades K-5) in their classroom on a regular basis?

Mathematics 6-8 TEKS Coverage Certification

QUESTION 15.0

For school year 2026-27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades 6-8**? (This includes teacher- or district-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

- Yes
- No

Mathematics 6-8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **mathematics grades 6-8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

Maneuvering the Middle; Maneuvering the Middle Math Concepts Resources
TEExGuide
TEKS Resource System: Texas Curriculum Management Cooperative
IXL Learning, Inc.; IXL Math Grade 6-8

QUESTION 16.0B:

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

Advanced Mathematics 6–8 Instructional Materials

QUESTION 17.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **advanced mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Advanced Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Maneuvering the Middle; Maneuvering the Middle Math Concepts Resources
TEExGuide
TEKS Resource System: Texas Curriculum Management Cooperative

Mathematics 9–12 TEKS Coverage Certification

QUESTION 18.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics 9–12 Instructional Materials

QUESTION 19.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Mathematics grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

Carnegie Learning, Inc.; Texas Supplemental Math Solution Algebra II – Student 1 Year License
Carnegie Learning, Inc.; Texas Supplemental Math Solution Geometry – Student 1 Year License
IXL Learning, Inc.; IXL Math Algebra 1
IXL Learning, Inc.; IXL Math Algebra 2
IXL Learning, Inc.; IXL Math Geometry
TEExGuide
TEKS Resource System: Texas Curriculum Management Cooperative

Social Studies Certification

Scope and Sequence: All Grade Levels Social Studies

QUESTION 20.0:

Are instructional materials for social studies managed at the school system level and generally consistent across classrooms within the same grade level?

Yes

No

Social Studies K–5 TEKS Coverage Certification

QUESTION 21.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies K–5 Instructional Materials

QUESTION 22.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

TEExGuide TEKS Resource System: Texas Curriculum Management Cooperative IXL Learning; IXL Social Studies Grades 4-5

Social Studies 6–8 TEKS Coverage Certification

QUESTION 23.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies 6–8 Instructional Materials

QUESTION 24.0:

Select **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided

on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

McGraw-Hill School Education LLC; McGraw-Hill Education World Cultures and Geography (grade 6)
McGraw-Hill School Education LLC; McGraw-Hill Education Texas History (grade 7)
IXL Learning; IXL Social Studies Grades 6-8
Lowman Education LLC; Lowman 8th Grade Social Studies
TEKS Resource System: Texas Curriculum Management Cooperative

Social Studies 9–12 TEKS Coverage Certification

QUESTION 25.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select “yes” even if not all classrooms use the same materials)

- Yes
- No

Social Studies 9–12 Instructional Materials

QUESTION 26.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Social Studies grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

TEKS Resource System: Texas Curriculum Management Cooperative
McGraw-Hill School Education LLC; McGraw-Hill Education World Geography (World Geography Studies)
McGraw-Hill School Education LLC; McGraw-Hill Education World History (World History Studies)
McGraw-Hill School Education LLC; McGraw-Hill Education United States History since 1877 (United States History Studies Since 1877)
McGraw-Hill School Education LLC; McGraw-Hill Education United States Government (United States Government)

Science Certification

Scope and Sequence: All Grade Levels Science

QUESTION 27.0:

Are instructional materials for science managed at the school system level and generally consistent across classrooms within the same grade level?

Yes

No

Science K–5 TEKS Coverage Certification

QUESTION 28.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science K–5 Instructional Materials

QUESTION 29.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade K-5
IXL Learning; IXL Science Grades 4-5

Science 6–8 TEKS Coverage Certification

QUESTION 30.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 6–8 Instructional Materials

QUESTION 31.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt Depository; HMH Into Science Texas Grade 6
Accelerate Learning Inc.; STEMscopes Science TX - Grade 7-8
IXL Learning; IXL Science Grades 6-8

Science 9–12 TEKS Coverage Certification

QUESTION 32.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 9–12 Instructional Materials

QUESTION 33.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials: Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

REMINDER: Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:

Accelerate Learning Inc.; STEMscopes Science TX - Biology
Accelerate Learning Inc.; STEMscopes Science TX - Chemistry
Accelerate Learning Inc.; STEMscopes Science TX - IPC
Accelerate Learning Inc.; STEMscopes Science TX - Physics
TEKS Resource System: Texas Curriculum Management Cooperative

The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 34.0:

Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

Yes

No

Additional Informational Questions (Optional)*

QUESTION 35.0:

Has your local school system used, or plan to use, [Instructional Materials Review and Approval \(IMRA\)](#) reports to inform local adoption decisions for ELAR, SLAR, phonics, and mathematics instructional materials?

Yes

No

QUESTION 35.1:

If "Yes" is selected: In which subject area(s) have you used the IMRA reports to obtain information about the quality of products? *

English reading language arts

Spanish reading language arts

English phonics

Spanish phonics

Full-subject, Tier one mathematics

Supplemental mathematics

QUESTION 35.2:

On a scale from 0 to 10, how likely are you to recommend the use of IMRA reports to support local adoption of HQIM? 0 (Not at all) to 10 (Extremely likely) *

- 0.
- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your local school system leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DMAC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STAAR Interim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text" value="iReady Diagnostic"/>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>			

QUESTION 37.0:

What approach does your school system take to making full-subject instructional materials available to teachers and staff?

- Teachers access educational applications through a Single Sign On platform (e.g., Clever, ClassLink)
- Teachers access educational applications within a Learning Management System (e.g., Schoology, Google Classroom, Canvas, Moodle)
- Teachers log directly to publisher curriculum platforms (e.g., HMH Ed, Savvas Realize, Amplify, Great Minds)
- Teachers access copied files or links within a Learning Management System (e.g., Google Classroom, Canvas, Moodle)
- Teachers access copied files or links within a Student Information System (e.g., PowerSchool, Infinite Campus, Skyward)
- Teachers access copied files or links in a shared cloud drive (e.g., Google Drive, OneDrive, Dropbox)
- Teachers access copied files or links through a district resource portal (e.g., SharePoint, Google Site, intranet)
- Other (Please Explain):

Other Certified Subject Areas

QUESTION 38.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills, as referenced in [Texas Education Code 28.002](#): [multiple select]

- Languages other than English (LOTE)
- Health, with emphasis on the importance of proper nutrition and exercise
- Physical education
- Fine arts
- Career and Technical Education (CTE)
- Technology applications
- Personal financial literacy
- None

Certification 2026–27 Survey Ratification

[Print, Sign, and Upload via Qualtrics]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA)

District County Number (6-digit ID):

147902

District Name:

Groesbeck ISD

Date of Ratification by Local School Board of Trustees or Governing Body:

April 21, 2026

Signature of the Board President and Secretary or Governing Board Officer

Board President

Date

Board Secretary

After ratification, please scan the last page of this form and submit it to TEA through the electronic Qualtrics Certification of Provision of Instructional Materials Survey.

- The Certification 2026–27 Survey will be available on the Certification of Provision of Instructional Materials web page and open for submissions beginning **Tuesday, February 17, 2026.**

XXI.G.Surplus

XXI.H.Donation(s)

XXII. EXECUTIVE SESSION

XXII.A. Review Recommendation for Employment (Tex. Gov't 551.074)

XXII.B. Personnel Resignations, Leave of Absences, or Reassignments
(Tex. Gov't 551.074)

XXII.C. Personnel Matters (Tex. Gov't 551.074)

XXII.D. Deliberation Regarding Personnel - Administrators, Teachers and
Other Staff Contracts (Tex. Gov't 551.074)

XXII.E. Consultation with Attorney (Tex. Gov't. 551.071)

XXII.F. Review the District Vulnerability Assessment Report (Tex. Gov't
551.089)

XXIII. RECONVENE IN OPEN MEETING

**XXIV. DISCUSSION AND POSSIBLE ACTION ON MATTERS
DISCUSSED IN EXECUTIVE SESSION**

XXIV.A. Recommendation for Employment

XXIV.A.I.Other Personnel Positions as Needed

XXIV.B. Personnel Resignations, Leave of Absences, or Reassignments

XXIV.C. Personnel Matters

XXIV.D. Action on Administrators, Teachers and Other Staff Contracts

XXV. SUPERINTENDENT COMMENTS

XXVI. BOARD PRESIDENT COMMENTS AND REPORTS

XXVII. ADJOURNMENT