

Agenda of Regular Meeting

The Board of Trustees Ector County Independent School District

A Regular Meeting of the Board of Trustees of Ector County Independent School District will be held May 21, 2024, beginning at 6:00 PM.

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

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:
Lamar Early Education Center Students Juliana Gonzales and Rafael Guerrero
4. Invocation: Reverend Steve Moss, First Methodist Church
5. Special Presentations:
Announcement of ECISD Memorial Scholarship Recipients
Recognition of a Variety of State Qualifiers
Introduction of High School Valedictorians and Salutatorians
6. Opening Remarks by Superintendent
7. Public Comment
8. Bond 2023
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 - B. Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000 21
 - C. Discuss and Consider Adoption of a Resolution Authorizing the Replacement of the Bank of New York Mellon Trust Company, N.A., as Paying Agent/Registrar for the Ector County Independent School District's Outstanding Debt Obligations and the Appointment of a Successor Paying Agent/Registrar for Such Debt Obligations 25
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E. Request for Approval of Permian HS Debate Students Out-of-State Travel to Des Moines, Iowa	342
F. Request for Approval of Culinary Arts High School Students Out-of-State Travel to Italy, France & Spain	345
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12. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.] (The Board of Trustees will deliberate the hiring of the Principal at Murry Fly Elementary and the Principal at Odessa High School.) Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]	
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14. Closing Remarks by Superintendent	
15. Adjournment	



BOND 2023 UPDATE

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



BOND 2023

School Board Update

May 21, 2024



PROJECT IMPLEMENTATION

5



CTE High School

- Grow Odessa Land Donation
- May 14, 2024 – Deed Transfer
- Valued at \$2,843,000



6

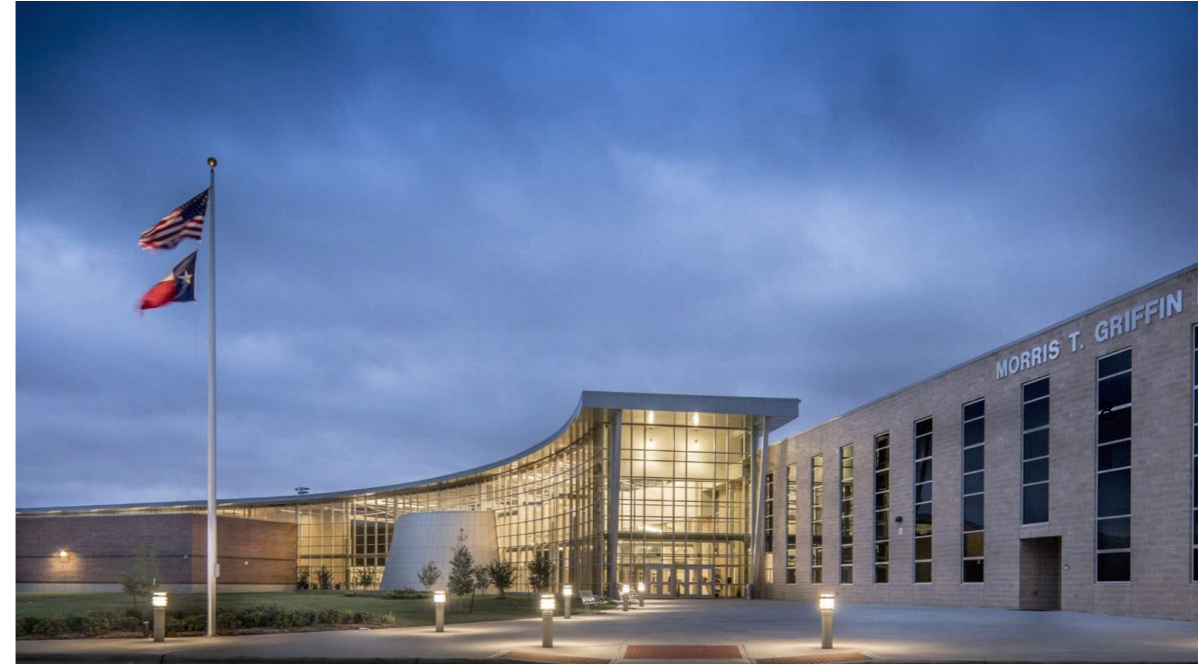


CTE High School Planning – April 23, 2024



Middle School Site Visit – May 3, 2024

- Site Visit to Griffin MS (Lewisville)



Morris T. Griffin MS in Lewisville ISD

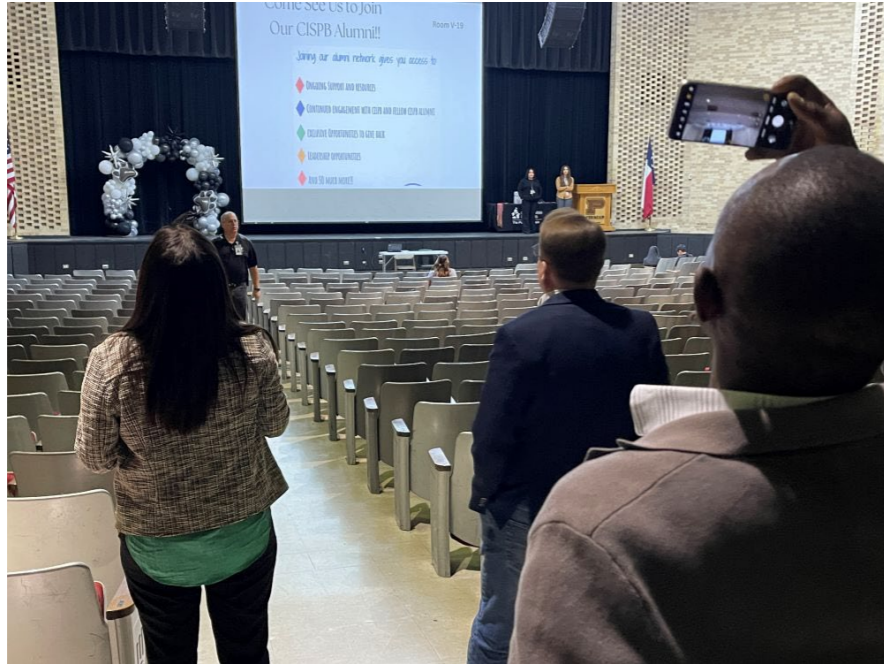
Middle School Site Visit



Transportation Center Planning – April 19, 2024



PHS Auditorium – April 19, 2024



Athletics – MS Tennis Courts



Crockett MS



Ector MS



Wilson & Young MS

FINANCE

13



**ECISD
Bond 2023
Costs by Project
as of 5/16/2024**



Project Name	Budget	Encumbrance	Actual	Available
MIDDLE SCHOOL	120,000,000	5,484,435	146,432	114,369,133
PRIORITY 1&2 ITEMS	117,783,000	5,401,198	3,506	112,378,296
HS/CTE CENTER	80,000,000	3,712,500	38,344	76,249,156
TRANSPORTATION FACILITY	35,000,000	1,575,000		33,425,000
AUDITORIUM RENO-PHS	12,500,000	796,875		11,703,125
TECHNOLOGY-PA, BELL, CLOCK, FA SYS	10,000,000			10,000,000
LAND PURCHASE	9,000,000	2,508,892	803,906	5,687,202
TRANSITION LEARNING CENTER	8,000,000			8,000,000
AG FARM BUILDINGS-CTE	7,500,000			7,500,000
TECHNOLOGY ITEMS-SURVEILLANCE	6,000,000			6,000,000
FINE ARTS INSTRUMENTS	3,665,000	852,452	99,212	2,713,336
TECH ITEMS-FLT PNL BDS,AV EQP	3,500,000	203,750	3,218,762	77,488
TECHNOLOGY - PHONE SYS	2,500,000			2,500,000
TRANSPORTATION BUSES	2,450,000			2,450,000
JROTC FACILITY	1,500,000	104,063		1,395,937
TECHNOLOGY ITEMS - AV EQUIP	1,500,000			1,500,000
ATH-MS TENNIS COURT RESURFACE	480,000	216,826		263,174
MS UNIF-BAND&MARIACHI	685,000			685,000
ATH-BB & TENNIS LIGHTS-OHS	650,000	600,000		50,000
ATH-MS GYM BLEACHERS	1,000,000	845,158		154,842
ATH-BASEBALL LIGHTING-PHS	400,000	399,999		1
MS PERFORMANCE RISERS	150,000	30,948		119,052
Totals	\$ 424,263,000	\$ 22,732,096	\$ 4,310,162	\$ 397,220,742
Percent	100%	5%	1%	94%





Bond Ratings

Independent Bond Ratings

As is customary during the bond sale process, ECISD took part in an independent bond rating assessment conducted by Moody's Investors Service and S&P Global Ratings. This consisted of a review of the District's financial position, debt position, future financing needs, various economic indicators and management practices. After a thorough review, which included conference calls with the District's Administration, Ector County ISD's bond ratings of "Aa3" and "A+" were affirmed by Moody's and S&P, respectively.

In particular, the rating agencies cited the following credit strengths:

■ Moody's Investors Service:

- ✓ Solid financial profile with available fund balance and liquidity above 30% of operating revenues in each of the last four fiscal years;
- ✓ Although ECISD anticipates budget deficits for the next two years, conservative budget management is expected to keep available fund balance in line with peers; and
- ✓ Despite concentration in oil and gas, recent volatility in assessed valuation has been limited and the economy continues to grow.

■ S&P Global Ratings:

- ✓ Very strong reserve position;
- ✓ District's willingness to contain expenses support future financial stability, along with current reserve levels;
- ✓ Financial management policies and practices, including the use of historical trends and tracking of budget-to-actual results quarterly; and
- ✓ Participation in the strong Midland-Odessa metropolitan statistical area.





Bond Sales

Bond Sales - \$179,630,000 Series 2024A

- On 5/14/24, the District offered bonds to interested investors.
- We successfully sold all the bonds with an average interest rate of 3.77%
- The interest rate is .07% below the estimated rate of 3.84% presented to the board at the Preliminary Financing Plan in March 2024.
- The projected interest payments are expected to be nearly \$3 million less over the life of the bond due to the lower interest rate.



FUTURE ACTIONS

RFQ Update

- Third Party Oversight
- Construction Manager at Risk

RFP Update

- Working with Gordian on Contract Language for Priority I and II Items
- Gordian is Performing Skilled Trade Vendor Outreach

THANK YOU





Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

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

DATE: May 21, 2024

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

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

ECISD
 Request for Bond Purchases Over \$50,000
 May 2024

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1	Magrym Consulting Inc Millennium Engineers Group Professional Service Industries Inc Terra Testing LLC Terracon Consultants Inc	\$ 4,860,000	Bond Funds 693	Anthony Sorola District Operations	ECISD RFQ 24-27	Geotechnical and Materials Testing Services	Geotechnical and Materials Testing Services for Bond 2023 Proposition A and any future services or builds the district may need. ECISD is scheduled to build \$264,500,000 in capital projects over the next 5 years.	FY 2024 / FY 2028
2	Basin Abstract & Title	\$756,000 - Approved 01/16/2024 \$ 44,000 - Additional needed for the additional of 2+ acres. \$800,000 - New Total amount	Bond Funds 693	Anthony Sorola District Operations	Real Estate	Real Estate Purchase	Purchase of property located at S. Tripp Ave., Odessa TX Sections 34 & 35 of Block 43 40 acres. Increased 2+ acres.	Final Completion of Purchase

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



RFQ # 24-27 Geotechnical and Materials Testing Services

- **Purpose:** The Ector County ISD (ECISD) is soliciting a Request for Qualifications (RFQ) for Geotechnical and Materials Testing Services. Geotechnical Services assess the physical, mechanical and chemical properties of soil and rock in order to design foundations, retaining structures and earthworks. Material Testing puts resources like soil, concrete, rebar, structural steel, and masonry through a series of assessments that examine and analyze performance prior to and during construction.
- **Background Info:** The Ector County ISD (ECISD) is soliciting a Request for Qualifications (RFQ) for Geotechnical and Materials Testing Services. ECISD may award multiple qualified Professional Services Providers contracts based on the district's needs, projects, and time constraints. All awarded suppliers are treated as NON-EXCLUSIVE contracts, by which multiple vendors may be designated as suppliers for the services covered under the terms of the contract for the duration of said contract. Professional Service Providers will be used on an as needed basis throughout the district to provide services based on the district's needs. This RFQ will not be a guarantee of purchase for any goods or services, but to establish you as a Certified Vendor to do business with ECISD.
- **Cost:** Not to exceed \$4,860,000 during 2024 bond for FY 2024 - 2028
- **Funding Source:** 693 Bond Fund
- **Recommended Service Providers:** Terracon Consultants Inc
Terra Testing LLC
Professional Service Industries, Inc
Millennium Engineers Group
Magrym Consulting, Inc.

Board Approval

Date

educate

connect

inspire

succeed

dream

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS**

RFQ 24-27 Geotechnical and Materials Testing Services
SCORE SHEET

Closed: April 30, 2024 1:00PM

Consolidated

Criteria	Suppliers				
	Magrym Consulting Inc	Millennium Engineers Group	Professional Service Industries Inc	Terra Testing LLC	Terracon Consultants Inc
Evaluator 1	83	81	87	85	100
Evaluator 2	77	79	86	82	95
Evaluator 3	78	92	87	86	100
Evaluator 4	49	86	91	91	100
Evaluator 5	86	86	87	82	95
Evaluator 6	52	54	64	83	94
Total	425	478	502	509	584
Average	71	80	84	85	97



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: **DISCUSS AND CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE REPLACEMENT OF THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS PAYING AGENT/REGISTRAR FOR THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT'S OUTSTANDING DEBT OBLIGATIONS AND THE APPOINTMENT OF A SUCCESSOR PAYING AGENT/REGISTRAR FOR SUCH DEBT OBLIGATIONS**

DATE: May 21, 2024

On March 25, 2024 our financial advisor BOK sent out on behalf of ECISD a Request for Information for various Bond Paying Agents. When the district pays the bonds in February and August each year, the district paying the Paying Agent who then distributes the payments. We have analyzed the returns of information and have chosen a new paying agent based on services provided and fees for that service.

Administrative Recommendation:

Approval of Change in Bond Paying Agent

RESOLUTION AUTHORIZING THE REPLACEMENT OF THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS PAYING AGENT/REGISTRAR FOR THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT'S OUTSTANDING DEBT OBLIGATIONS AND THE APPOINTMENT OF A SUCCESSOR PAYING AGENT/REGISTRAR FOR SUCH DEBT OBLIGATIONS

**THE STATE OF TEXAS §
COUNTY OF ECTOR §
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT §**

WHEREAS, the ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT (the “*District*”) has outstanding the following issues of obligations in which The Bank of New York Mellon Trust Company, N.A. (the “*Bank*”), serves as the paying agent/registrar pursuant to individual paying agent/registrar agreements between the District and the Bank (such paying agent/registrar agreements collectively referred to herein as the “*Paying Agent/Registrar Agreements*”):

Ector County Independent School District Unlimited Tax Refunding Bonds, Series 2016 (the “*Series 2016 Bonds*”); and

Ector County Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020-B (the “*Series 2020-B Bonds*”, and together with the Series 2016 Bonds, the “*Bonds*”);

WHEREAS, the Board of Directors of the District (the “*Board*”) deems it prudent and appropriate to (i) terminate the Paying Agent/Registrar Agreements between the District and the Bank relating to the Obligations; and (ii) further appoint UMB Bank, N.A. to serve as successor paying agent/registrar for the Obligations; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution 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 RESOLVED BY THE BOARD OF DIRECTORS OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. TERMINATION OF THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS PAYING AGENT/REGISTRAR AND APPOINTMENT OF SUCCESSOR PAYING AGENT/REGISTRAR. The District hereby (i) terminates the Paying Agent/Registrar Agreements between the District and the Bank in connection with the Bank serving as paying agent/registrar for the Obligations; and (ii) appoints UMB Bank, N.A. to serve as successor paying agent/registrar for the Obligations.

The President and Vice-President of the Board, the District’s Superintendent, and the District’s Chief Financial Officer are each hereby authorized to give appropriate notices and negotiate, revise, approve and execute all documents and agreements, including the paying agent/registrar agreements to be entered into with the successor paying agent/registrar (i.e., UMB Bank, N.A.) for the

Obligations, on behalf of the District and which are deemed necessary to accomplish the purposes of this Resolution, and the Secretary of the Board of Directors is authorized to attest any related documents if so required.

SECTION 2. INCORPORATION OF RECITALS. The Board hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Board hereby incorporates such recitals as a part of this Resolution.

SECTION 3. SEVERABILITY. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately after it is approved by the Board.

[The remainder of this page intentionally left blank]

PASSED AND APPROVED BY THE BOARD OF THE DISTRICT AT A REGULAR MEETING ON THE 21ST DAY OF MAY, 2024, AT WHICH MEETING A QUORUM WAS PRESENT.

President, Board of Directors
Ector County Independent School District

ATTEST:

Secretary, Board of Directors
Ector County Independent School District

RESOLUTION AUTHORIZING THE REPLACEMENT OF THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS PAYING AGENT/REGISTRAR FOR THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT'S OUTSTANDING DEBT OBLIGATIONS AND THE APPOINTMENT OF A SUCCESSOR ~~OR~~ PAYING AGENT/REGISTRAR FOR SUCH DEBT OBLIGATIONS

Deborah P. Ottmers
Ector County Independent School District
P.O. Box 3912
Odessa, Texas 79760
(432) 456-9879



May 22, 2024

The Bank of New York Mellon Trust Company, N.A.
ATTN: Gloria Ramirez
333 S. Hope Street, Suite 2525
Los Angeles, CA 90071

Re: Termination of Paying Agent/Registrar Services

Dear Ms. Ramirez,

On May 21, 2024, the Board of Trustees of Ector County Independent School District (the “District”) approved a resolution, attached hereto as Exhibit A, (the “Resolution”) authorizing the replacement of The Bank of New York Mellon Trust Company, N.A. (“BNY Mellon”) as the Paying Agent/Registrar for the following District’s outstanding bonds (collectively, the “Bonds”):

***Ector County Independent School District Unlimited Tax Refunding Bonds, Series 2016; and
Ector County Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020-B;***

The District has selected UMB Bank, N.A. (“UMB”) to serve as successor Paying Agent/Registrar for the Bonds.

Pursuant to the authority granted by the Resolution, I, on behalf of the District, hereby give notice of termination pursuant to Section 6.11 of each of the District’s Paying Agent/Registrar Agreements, as specified in the Resolution, with BNY Mellon, with such termination being effective on July 22, 2024 (the “Termination Date”). We would appreciate your coordination with UMB in the smooth transition of Paying Agent/Registrar services for the respective Bonds to be effective on the Termination Date.

You will be receiving a call from Madelyn Wallace from UMB outlining all documents, records and other information required to effectuate the transfer of the accounts and they will coordinate this effort with Rudy Segura Jr of McCall, Parkhurst and Horton L.L.P. (the District’s Bond Counsel). You are authorized to work with the representatives of UMB and they can be reached at (214) 389-5911 and by email at madelyn.wallace@umb.com.

Thank you very much for your assistance with this matter.

Sincerely,

A handwritten signature in black ink that reads 'Deborah P. Ottmers'.

Deborah P. Ottmers, CPA, RTSBA
Chief Financial Officer

- c: Madelyn Wallace, UMB Bank, N.A.
Josh McLaughlin, BOK Financial Securities, Inc.
Alison Long, BOK Financial Securities, Inc.
Rudy Segura Jr, McCall, Parkhurst & Horton L.L.P.

EXHIBIT A

RESOLUTION AUTHORIZING THE REPLACEMENT OF THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS PAYING AGENT/REGISTRAR FOR THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT'S OUTSTANDING DEBT OBLIGATIONS AND THE APPOINTMENT OF A SUCCESSOR PAYING AGENT/REGISTRAR FOR SUCH DEBT OBLIGATIONS



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital, and Operations

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF ARCHITECT-OWNER CONTRACT FOR BOND PROGRAM CONSTRUCTION BETWEEN ECISD AND JSA ARCHITECTS

DATE: May 21, 2024

It is the recommendation of the administration that the Board of Trustees approve the Architect-Owner contract between Ector County ISD and JSA Architects.

- Ag Farm

Administrative Recommendation:

Approval of the contract between Ector County ISD and JSA Architects.

AIA[®] Document B101[®] - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-First Day of May in the year Two Thousand Twenty-Four (5.21.24)

(Paragraph deleted)

BETWEEN the Architect's client identified as the Owner:

Ector County Independent School District
802 N. Sam Houston
Odessa, TX 79760

and the Architect:

JSA Architects, Inc.
415 N. Jackson Ave.
Odessa, TX 79761

for the following Project:

New Agriculture Farm Building (s)
Ector County Independent School District
7649 W. Dunn St.
Odessa, Texas 79763

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and JSA Architects, Inc. (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above referenced Project(s) on behalf of Owner;

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

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

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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

ARTICLE 1: INITIAL INFORMATION

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

§ 1.1.1 The Owner's program for the Project:
(Paragraph deleted)

This project is a new Agriculture Education Building that includes classrooms, labs, and related support spaces. The project will also include a small covered area for handling livestock and a covered area for farm equipment.

§ 1.1.2 The Project's physical characteristics:
(Paragraph deleted)

The project is to be designed and constructed of conventional building materials and methods. The design and construction will incorporate all applicable building codes.

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

\$5,625,000

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

.1 Design phase milestone dates:

"Accelerated Schedule"

Schematic Design through Completed CD's	August 2024
Competitive Sealed Proposal Procurement	September 2024

.2 Construction commencement date:

"Accelerated Schedule"

Construction Phase (12 Months) October 2024

- .3 Substantial Completion date or dates:

"Accelerated Schedule"

Owner Occupy November 2025

- .4 Other milestone dates:

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

Competitive Sealed Proposals

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Paragraph deleted)

No sustainable objectives are defined for the project.

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

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

Dr. Scott Muri, Superintendent, or designee
Ector County Independent School District
802 North Sam Houston
Odessa, Texas 79761
(432) 456-9879

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

NA

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Cruz Castillo III, AIA - Principal in Charge/ Designer
Michael Zimmerman, AIA - Project Architect
Christy Purcell, AIA - Associate Project Architect

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2 and shall select such consultants based on the qualification-based selection process established in Texas Government Code, Chapter 2254:

§ 1.1.11.1 Consultants retained under Basic or Supplemental Services:

- .1 Structural Engineer:
Nieman Engineering, LLC
- .2 Mechanical Engineer:
Fincher Engineering
- .3 Electrical Engineer:
Fincher Engineering

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

§ 1.1.11.2 Consultants retained under Additional Services:

Civil Engineer: Newton Engineering

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

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

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

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

§ 1.3.1 [*Intentionally deleted*]

ARTICLE 2: ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practices and Remedies Code Section 130.0021, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

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

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

§ 2.5 Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or

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

§ 2.5.1 Worker's Compensation

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

§ 2.5.2 Commercial General Liability with policy limits of not less than One Million (\$1,000,000.00):

- .1 Each Occurrence: \$ 1,000,000.00 each occurrence / \$ 2,000,000.00 aggregate.
- .2 Medical Expense (per person): \$10,000 each occurrence.
- .3 Products and Completed Operations: \$ 2,000,000.00 aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage.)
- .4 Personal and Advertising injury: \$ 1,000,000.00 aggregate.
- .5 Must include Explosion, Collapse, and Underground (X, C, and U) Coverage.
- .6 Must include Completed Operations Coverage.
- .7 Must include Contractual Liability Coverage.
- .8 Must include general aggregate per project endorsement.

§ 2.5.3 Contractual Liability:

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

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

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

- .1 Bodily Injury (per person) \$ _____
- .2 Bodily Injury (per accident) \$ _____
- .3 Property Damage \$ _____

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

\$5,000,000.00 per claim

\$ 7,000,000.00 per aggregate

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

.1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than Two Million (\$ 2,000,000.00). *(Note: amount specified should be sufficient to cover any potential damages which could result from that consultant's negligence.)*

§ 2.5.6 Umbrella Excess Liability coverage shall be:

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

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

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

1. A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 2. No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .8** The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- .9** The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .10** The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .11** The Architect shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
 2. Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
 3. Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 4. Obtain from each other person with whom it contracts, and provide to the Architect:
 1. A certificate of coverage, prior to the other person beginning work on the Project; and
 2. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 5. Retain all required certificates of coverage on file for the duration of the Project And for one year thereafter;
 6. Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and
 7. Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.
- .12** By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3: SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants in accordance with 19 TAC Section 61.140.

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

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

§ 3.1.3.1 Architect shall also review and search all building codes applicable to the Project, and shall reasonably comply with all applicable codes in the design and construction of the Project, as required by 19 TAC §61.1040(e)(5)(C), and (j)(1) and (2), including without limitation, design of storm shelters, and use of a third-party code compliance officer where code compliance will not be enforced by a state or local authority having jurisdiction ("building code official"). Architect shall coordinate and prepare a proposed statement of any special inspections or testing required in accordance with the required construction codes, customizing the proposed statement based on knowledge about the project regardless of whether the statement requires testing and inspection to be less than the default requirements of the required construction codes, including materials testing, project-specific requirements for special inspections and testing, specific wind and seismic requirements, frequency of the special inspections, or tests to be performed in accordance with the referenced standard defining the inspection. 19 TAC Section 61.1040(e)(6)(D). Architect shall ensure that the Construction Documents are of sufficient clarity to indicate the timing, location, nature, and extent of specific inspections and tests required to be performed by the Owner through the local authority having jurisdiction, the third-party code compliance officer, any third-party special inspector or inspection agency, or the Architect if qualified as a special inspector and specified as a contractual term. 19 TAC Section 61.1040(e)(6)(E). A building permit issued by a local authority having jurisdiction or a third-party code compliance officer shall be considered by the Owner to indicate that the proposed statement of special inspections is approved and constitutes the code-required inspections and tests. 19 TAC Section 61.1040(e)(6)(F). The Contractor, before beginning construction, shall submit to the Owner, Architect, and the building code official or third-party code compliance officer an acknowledgement of the Contractor's responsibility to notify quality assurance personnel that will be performing inspections and tests when the Project is ready for those specific inspections and tests and the Contractor's responsibility to request and obtain a final report from each quality control person performing the code-required inspections and tests before requesting a certificate of occupancy. 19 TAC Section 61.1040(e)(6)(G). Third-party inspectors who perform the code-required inspections and tests shall submit inspection and testing reports to the Owner and the Architect, and shall submit a final report to the Owner, Architect, building code official or third-party code compliance officer, and Contractor, upon request by the Contractor, indicating any known deficiencies discovered during the Project that have not yet been addressed at the time of the request. 19 TAC Section 61.1040(e)(6)(H). Special inspections and testing reports shall be submitted to the building code official and the Architect, and any discrepancies shall be brought to the attention of the Contractor, and if not corrected, to the attention of the building code official, the Architect, and the Owner. 19 TAC Section 61.1040(e)(6)(I). The Architect shall comply with 19 TAC Section 61.1040(j) and (k) in the design of this Project.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents

provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1, if applicable to the Project and required for Final Completion.

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. This estimate may be based on current area, volume or similar conceptual estimating techniques.

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

§ 3.3 Design Development Phase Services

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

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project, are free from material defects or omissions, and comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project: *By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.*

§ 3.4.1.1 Errors and Omissions

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

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

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

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

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and 19 Texas Administrative Code section 61.1031, and Texas Health and Safety Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1040 and Section 61.1031, and performed its services in accordance with the Standard of Care in executing the construction documents, and Section 61.1031.

Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1040 and Section 61.1031, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1040 and Section 61.1032. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, the Pump Act (29 USC Section

218(c)), Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service.

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

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

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding or Purchasing

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

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

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

§ 3.5.3 Proposals

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

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

- .1 procuring at Owner's cost the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least twice per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity

of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;
- .3 receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that The Work complies with the requirements of the Contract Documents.
- .5 For any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.
- .6 Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).
- .7 Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):
 - (i) Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040(d) The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.
 - (ii) Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's board of trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.
 - (iii) Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

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

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

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

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

ARTICLE 4: SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such services are not required for this Project or approved by Owner.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Provided by Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Provided by Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Provided by Architect under Add Services §4.2
§ 4.1.1.9 Landscape design	Provided by Architect
§ 4.1.1.10 Architectural interior design	Provided by Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Provided by Architect under Basic Services
§ 4.1.1.21 Telecommunications/data design	Architect in consultation with Owner
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not provided

§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Accelerated schedule services	Provided by Architect under Add Services
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Provided by Architect under Add Services
§ 4.1.1.30 Presentation Renderings	Provided by Architect under Add Services

§ 4.1.2 Description of Supplemental Services

[Paragraphs intentionally deleted]

§ 4.2 Architect's Additional Services

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

Accelerated schedule: \$35,000

Presentation Renderings that go beyond usual and customary architectural services provided under this Agreement: \$10,000

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

- .1 Services necessitated by a significant a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .3 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .4 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

§ 4.2.2 Additional Services to be provided by the Architect's Consultants as a reimbursable and compensated in accordance with §11.4:

Civil Engineering (including Geotech and Surveying)—if Accelerated Schedule is selected.

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

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

§ 4.2.4 *[Intentionally deleted]*

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5: OWNER'S RESPONSIBILITIES

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

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

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

Owner's designated representative to sign contracts:
Name: Dr. Scott Muri Title: Superintendent, or designee

Owner's designated representative for day-to-day operations:
Name: Dr. Scott Muri Title: Superintendent, or his designee

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

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

§ 5.6 *[Intentionally deleted]*

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™.2Q17, Sustainable Projects Exhibit.

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

require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

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

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

§ 5.15 *[Intentionally deleted]*

ARTICLE 6: COST OF THE WORK

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

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

Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

§ 6.3 The Architect shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to, in accordance with the Standard of Care, satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

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

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

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

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

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

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

to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 7: COPYRIGHTS AND LICENSES

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

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

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

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

ARTICLE 8: CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.1 All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy GF (LEGAL) and (LOCAL), or any other applicable policy and regulations as designated

by Owner, and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board of Trustees at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

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

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

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. This waiver is applicable to any and all damages for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons, in connection with any claims arising out of or relating to this Agreement, whether in contract or tort, and whether such damages are alleged to be direct, indirect, incidental, special, consequential or otherwise. In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

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

§ 8.2 Mediation

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

[X] Litigation in a court of competent jurisdiction

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

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

§ 8.3 [Paragraphs intentionally deleted]

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

ARTICLE 9: TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement and Texas law, such failure shall be considered substantial nonperformance and cause for termination or, cause for suspension of performance of services under this Agreement. The Architect shall give ten (10) days' written notice to the Owner before suspending services, in accordance with Texas Government Code section 2251.051 et seq. If not cured after the (10) days written notice to Owner of the delinquency, Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice. Before resuming services, the Owner may pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

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

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

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

ARTICLE 10: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

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

contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

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

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

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

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

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

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

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

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

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

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

§ 10.20

1. By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.
2. The Architect must:
 1. Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 2. Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
 3. On completion of the Contract, either:
 1. Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 2. Preserve the contracting information related to the Contract as provided by the records Retention requirements applicable to the District.
3. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.
4. Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
5. If Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.
6. If Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.
7. As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

§ 10.21 CRIMINAL HISTORY RECORD CHECKS:

§ 10.21.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21) of Architect, its subcontractors, or any subcontracting entities who will perform the Work, Architect shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Architect's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

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

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

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

ARTICLE 11: COMPENSATION

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

Percentage Basis:

«Seven and a half » («7.5 ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

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

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

§ 11.2 [Intentionally deleted]

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

Standard JSA Hourly Rate Fee Schedule or as agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants, when not included in Section 11.3, shall be the amount invoiced to the Architect if "Accelerated Schedule" option is selected by Owner for this Project in accordance with § 1.1.4. and § 4.2.2, with no additional mark-up by the Architect.

Civil Engineering (including Geotech and Surveying: \$45,000.

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

Schematic Design Phase	fifteen	percent	(	15	%)
Design Development Phase	twenty-five	percent	(	25	%)
Construction Documents Phase	thirty-five	percent	(	35	%)
Procurement Phase	five	percent	(	5	%)
Construction Phase	twenty	percent	(	20	%)
<hr/>					
Total Basic Compensation	one hundred	percent	(	100	%)

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

§ 11.6.1 *[Intentionally deleted]*

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.

- Standard JSA Architects, Inc. 2024 Hourly Rate Fee Schedule, dated January 1, 2024
- Standard Fincher Engineering 2024 Hourly Rate Fee Schedule
- Standard Nieman Engineering 2024 Hourly Rate Fee Schedule
- Newton Engineering 2024 Hourly Rate Fee Schedule

§ 11.8 Compensation for Reimbursable Expenses

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

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

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

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

§ 11.10 Payments to the Architect

§ 11.10.1 [Paragraphs Intentionally deleted]

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for undisputed amounts are due and payable within thirty (30) days after receipt of the Architect's invoice by Owner's designated representative. Undisputed amounts unpaid more than thirty (30) days after Owner's receipt of the invoice shall bear interest at the rate specified by Texas Government Code § 2251.025 or its successor.

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

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

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

ARTICLE 12: SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

§ 12.6 COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at Mailing address: PO Box 12337, Austin, TX 78711; Physical: 505 E. Huntland Dr., Ste. 350, Austin, TX 78752; Telephone: 512.305.9000; Fax 512.305.8900; or on the web at <https://www.tbae.texas.gov>.

ARTICLE 13: SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended.
- .2 AIA Document A 201-2017, General Conditions of the Contract for Construction, as amended for this Project.
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)
 « JSA Hourly Rate Fee Schedule »

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

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

OWNER (Signature)
Dr. Scott Muri, Superintendent
(Printed name and title)

JSA Architects, Inc.

ARCHITECT (Signature)
Cruz R. Castillo III, AIA, President
(Printed name and title)

Hourly Rate Fee Schedule



January 1, 2024

JSA Senior Principal Architect	\$245.00/hour
JSA Principal Architect	\$230.00/hour
Project Manager / Senior Architect	\$190.00/hour
Registered Architect	\$175.00/hour
Consulting Principal Engineer	\$165.00 to \$260.00/hour
Project Engineer	\$165.00 to \$220.00/hour
Engineer in Training	\$ 65.00 to \$140.00/hour
Rendering / 3D Animation	\$165.00/hour
Senior Technical Designer	\$135.00/hour
Architectural Intern / Associate	\$120.00/hour
Construction Administration	\$ 110.00/hour
Project Administration	\$ 100.00/hour
Drafter	\$ 100.00/hour
Administrative	\$ 90.00/hour
Clerical	\$ 70.00/hour

www.jsarch.com



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital, and Operations

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF ARCHITECT-OWNER CONTRACT FOR BOND PROGRAM CONSTRUCTION BETWEEN ECISD AND DLR GROUP

DATE: May 21, 2024

It is the recommendation of the administration that the Board of Trustees approve the Architect-Owner contract between Ector County ISD and DLR Group.

Administrative Recommendation:

Approval of the contract between Ector County ISD and DLR Group.



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of May in the year 2024
(In words, indicate day, month and year.)

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

Ector County Independent School District
802 North Sam Houston
Odessa, Texas 79761

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

DLR Group inc. of Texas, a Texas corporation
816 Congress Ave., Ste 1600
Austin, TX 78701

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

Transition Learning Center
Location to be determined by the Owner

WHEREAS Ector County Independent School District (hereinafter referred to as "Owner") and DLR Group, LLC (hereinafter referred to as "Architect") desire to enter into a contract under which Architect will perform construction services relating the above referenced Project(s) on behalf of Owner;

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

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

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The District wishes to replace the current Transition Learning Center, which is an outdated facility that does not provide sufficient space. This facility serves special needs students between the ages of 18 and 22. The educational programming emphasizes life skills for special needs students.

§ 1.1.2 The Project's physical characteristics:

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

This project will take place at the site of the current Transition Learning Center.

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

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

Construction budget estimate (hard cost): \$6,000,000

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

Init.

/

.1 Design phase milestone dates, if any:

June 2024 to February 2025

.2 Construction commencement date:

December 2025

.3 Substantial Completion date or dates:

September 2026

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Sealed Proposal (CSP)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Dr. Scott Muri, Superintendent, or designee
Ector County ISD
802 North Sam Houston
Odessa
Texas, 79761
Tel.: 432.456.9879

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be identified by Owner at a later date.

(Paragraphs deleted)

- .2** Other, if any:
(List any other consultants and contractors retained by the Owner.)

None

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

Jonathan Loiselle, K12 Leader
816 Congress Ave
Suite 1600
Austin TX 78701
jloiselle@dlrgroup.com
512.552.9448

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1** Structural Engineer:

Architect

- .2** Mechanical Engineer:

Architect

- .3** Electrical Engineer:

Architect

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

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer – To be determined and approved by the Owner

Init.

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User Notes:

(947151685)

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

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

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

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

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practices and Remedies Code Section 130.0021, hereinafter referred to as the "Standard of Care." The Architect shall further, and to the extent required by 19 Texas Administrative Code Section 61.140, provide all certifications required by Section 61.140(f), and otherwise perform its services and obligations required of it by applicable laws, codes, and ordinances in accordance with the Standard of Care. Owner's approval, acceptance, use of, or payment for all or any of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

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

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

§ 2.5 Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of

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

(Paragraphs deleted)

§ 2.5.1 Worker' Compensation

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

§ 2.5.2 Commercial General Liability with policy limits if not less than One Million (\$ 1,000,000)

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

§ 2.5.3 Contractual Liability:

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

§ 2.5.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles): Combined single limit policy in the amount of at least:

- .1 \$1,000,000 Bodily Injury (per person)
- .2 \$1,000,000 Bodily Injury (per accident)
- .3 \$1,000,000 Property Damage

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

- \$5,000,000.00 per claim
- \$10,000,000.00 per annual aggregate

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

- .1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than five million (\$5,000,000). *(Note: amount specified should be sufficient to cover any potential damages which could result from that consultant's negligence).*

§ 2.5.6 Umbrella Excess Liability coverages shall be:

- .1 \$5,000,000 each occurrence
- .2 \$5,000,000 aggregate

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

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

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

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

28 TAC § 110.110(i).

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not

be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

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

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

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

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

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1040, and Texas Health and Safety Code Chapter 341, in accordance with the Standard of Care. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1040, and used reasonable care in accordance with the Standard of Care. Architect shall also certify that the Construction Documents are in reasonable accordance with the provisions of 19 TAC Section 61.1040, except as indicated on the certification. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1040. Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1040, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1040 and shall certify the Project has been designed in reasonable compliance with Owner's long-range facility plan, educational specifications, school facility standards, and facility space as determined by Owner's Qualitative or Quantitative evaluation of compliance for space standards. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located [at www.tea.state.tx.us](http://www.tea.state.tx.us). In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1, if applicable to the Project and required for Final Completion.

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

(Paragraph deleted)

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. This estimate may be based on current area, volume or similar conceptual estimating techniques.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the

Project, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.

§ 3.3 Design Development Phase Services

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

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1040 and the standards set forth in Section 3.1.4 of this Agreement. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems

and other requirements for the construction of the Work. The Architect shall provide Construction Documents which are sufficient for the Owner to complete construction of the Project and are free from material errors and omissions. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project: *By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.*

§ 3.4.1.1 Errors and Omissions

§ 3.4.1.1.1 Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, in accordance with the Standard of Care.

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

§ 3.4.1.1.3 Architect is responsible for correcting errors in Construction Documents, including addenda during bidding to rectify errors in the contract documents.

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

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and 19 Texas Administrative Code section 61.1031, and Texas Health and Safety Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1040 and Section 61.1031, and performed its services in accordance with the Standard of Care in executing the construction documents, and Section 61.1031. Architect shall also certify that the facilities have been designed and constructed in reasonable accordance with the provisions of 19 Texas Administrative Code Section 61.1040 and Section 61.1031, based on the educational program, long-range school facility plan, educational specifications, building code specifications, any and all required safety and security directions approved by Owner, and all documented changes to the Construction Documents provided by the District, as required by 19 Texas Administrative Code, Section 61.1040 and Section 61.1032. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the Standard of Care. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, the Pump Act (29 USC Section 218(c)), Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service.

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget. Owner shall consider Architect's recommendations, but shall decide, in its discretion, what adjustments to make. Owner shall not be able to waive any services or direct any changes where recommended or required by an applicable design professional.

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

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

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

§3.4.8 Notwithstanding anything herein to the contrary, included in Architect's Basic Services fee are revisions to drawings, specifications, or other documents requested by the Owner which are consistent with the normal evolution of the design; except when such revisions are: (a) materially inconsistent with written approvals or written instructions previously given by the Owner; (b) required by the enactment, revised interpretation(s), or revisions of codes, laws, or regulations subsequent to the preparation of such deliverables, or additional costs caused by delays resulting from such; or (c) constitute Additional Services.

§ 3.4.9 Notwithstanding any clause in this Agreement to the contrary, Architect expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether Architect performed its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as set out in Texas Local Government Code Section 271.904(d) and Texas Civil Practices and Remedies Code Section 130.0021, referred to as the "Standard of Care" in this Agreement.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding or Purchasing

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

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

- .1 procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 3.5.3 Proposals

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

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

- .1 procuring at Owner's cost the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective proposers;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 evaluating proposals, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect or his authorized representative, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed; (4) to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time, and; (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or superintendent, Architect's project representative, and Architect. Architect or his authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner's Contractor informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work it discovers, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to

approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designated or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

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

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends

approval, then the Architect shall incorporate those estimates into a proposed Change Order or other appropriate documentation for the Owner's Board of Trustees' approval and execution.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion and of Final Completion, using Owner's or State forms, and ensure Contractor gives its notarized signature on its Certification of Substantial or Final Completion;
- .3 receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents.
- .5 For any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.
- .6 Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k). 19 TAC Section 61.1040(f).
- .7 Architect certifications. Architect shall certify the following, as required by 19 TAC 61.1040(f)(1)(B):
 - (i) Certifications related to educational adequacy under subsection (d) of 19 TAC 61.1040(d) The Architect for a capital improvement project shall certify compliance that the project has been designed in reasonable accordance with the long-range facility plan and educational specifications, if applicable.
 - (ii) Certifications related to standards for space for instructional facilities under subsection (g) of 19 TAC Section 61.1040 and to standards associated with the method of compliance approved by the Owner's board of trustees for instructional facility space under subsection (h) of 19 TAC Section 61.1040 related to the quantitative method of compliance or under subsection (i) of 19 TAC Section 61.1040 related to the qualitative method of compliance. To provide adequate instructional spaces and adequate space in instructional facilities, the Architect shall certify compliance that the Project has been designed in reasonable accordance with the standards for space in subsection (g) of 19 TAC Section 61.1040 and with the standards associated with the method of compliance approved by the Owner's board of trustees under subsection (h) or (i) of 19 TAC Section 61.1040.
 - (iii) Certifications related to safety and security standards under subsection (k) of 19 TAC Section 61.1040. A design professional of record shall certify compliance that the Project has been designed in reasonable accordance with any required safety and security directives approved by the Owner in accordance with subsection (k) of 19 TAC Section 61.1040.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are included in Basic Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated, or if such services are not required for this Project or approved by Owner.

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming per 3.1	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site planning per 4.2.3	Architect – as Supplemental Service
<i>(Row deleted)</i>	
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering per Section 4.2.3	Architect – Supplemental Service
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design per 3.1	Architect
§ 4.1.1.11 Value analysis per 6.1	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation per 4.2.2	Architect
§ 4.1.1.14 Conformed documents for construction	Not Provided

§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services (B210)	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Architect
§ 4.1.1.22	Security evaluation and planning utilizing TEA and House Bill 3 facility standards	Architect
§ 4.1.1.23	Commissioning (C203)	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3 (E204)	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.27	Historic preservation (B205)	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design (B253)	Not Provided
<i>(Row deleted)</i>		
§ 4.1.1.31	LEED Certification (B214)	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1

(Paragraphs deleted)

As-constructed record drawings. These drawings are a consolidation of the Record of the Work As-constructed prepared by the contractor and the As-designed record drawings prepared by the Architect. The Architect is entitled to rely on, and shall not be responsible for, the accuracy or completeness of Record of the Work As-constructed prepared by the contractor.

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

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

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

1. Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.5;
2. Services necessitated by the enactment or revisions or amendments of codes, laws, or regulations, which occur after the date of Substantial Completion and result in substantial revisions to previously prepared Instruments of Service;

(Paragraphs deleted)

3. Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
4. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.

§ 4.2.2

(Paragraphs deleted)

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

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

§ 4.2.3 The Architect

(Paragraphs deleted)

shall, as Supplemental Service, provide Civil Engineering services to design, engineer and produce Civil Engineering Design Documents required to obtain plan approval from the city and private utility companies for use in obtaining site related construction permits. Civil Engineering services will be performed through Schematic Design, Design Development, Construction Documents, and Contract Administration (Construction Phase) phases. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas and portable buildings and accompanying infrastructure, when appropriate. The Architect shall not proceed to provide this Supplemental Service until authorized in writing by the Owner.. The services described in this section will be compensated in accordance with section 11.4 as a reimbursable consultant hired by the Architect.

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Owner's Board of Trustees is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to

approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:
Name: Dr. Scott Muri Title: Superintendent, or designee

Owner's designated representative for day-to-day operations:
Name: Dr. Scott Muri Title: Superintendent, or his designee

§ 5.3.1 The Owner acknowledges that, when utilized, accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

§ 5.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit.

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

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

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

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

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

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

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

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 The Architect, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by

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

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

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

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

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

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

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

of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

(Paragraph deleted)

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

(Paragraph deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

with Texas Civil Practice and Remedies Code Section 16.008. The Owner and Architect waive all causes of action not commenced in accordance with this Section 8.1.1.

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

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

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

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. This waiver is applicable to any and all damages for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons, in connection with any claims arising out of or relating to this Agreement, whether in contract or tort, and whether such damages are alleged to be direct, indirect, incidental, special, consequential or otherwise. In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

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

§ 8.1.5. Betterment. In no event shall the Architect be liable to the extent that damages constitute first costs or betterment. First costs or betterment are costs that the Owner would have incurred if an error or omission had not been made. Betterment also results to the extent that errors or omissions are remedied with a more expensive alternative design, higher quality materials, or with repairs that increase useful life.

§ 8.1.6. Disputed Supplemental or Additional Services. To the extent that the Owner authorizes the Architect to proceed with Supplemental or Additional Services, but in that authorization disputes the characterization of these services as supplemental or additional, the compensation adjustment and/or the schedule adjustment, the Owner shall pay the undisputed portions of the compensation adjustment requested by the Architect, with Owner and Architect reserving their rights to resolve the differences pursuant to the dispute resolution procedures of this Agreement.

§ 8.1.7. Direct Negotiation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a written request to seek to resolve such through direct negotiation at a meeting of the authorized representative of the Owner and the Architect as a condition precedent to mediation. The parties shall endeavor to schedule a meeting within two weeks of such request.

§ 8.2 Mediation

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

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

§ 8.2.5 **Waiver of Jury Trial.** The Owner and Architect each waive any right to trial by jury for any claims or causes of action against the other and arising out of or related to this Agreement.

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

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement and Texas law, such failure shall be considered substantial nonperformance and cause for termination or cause for suspension of performance of services under this Agreement. The Architect shall give ten (10) days' written notice to the Owner before suspending services, in accordance with Texas Government Code section 2251.051 et seq. If not cured after the (10) days written notice to Owner of the delinquency, Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice. Before resuming services, the Owner may pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

§ 9.7

(Paragraphs deleted)

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq.

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

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

§ 10.10 NO LIENS. The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which

said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas, or upon any funds of Owner.

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

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

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

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

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

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

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

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

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

§ 10.20

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public

information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.

- .2 The Architect must:
 1. Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 2. Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
 3. On completion of the Contract, either:
 1. Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 2. Preserve the contracting information related to the Contract as provided by the records Retention requirements applicable to the District.
- .3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
- .5 If an Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.
- .6 If Architect is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the Owner, unless excepted from that law.
- .7 As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the Owner, unless excepted by that law.

§ 10.21 CRIMINAL HISTORY RECORD CHECKS:

§ 10.21.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all "covered employees" (as defined in Section 10.21) of Architect, its subcontractors, or any subcontracting entities who will perform the Work, Architect shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Architect's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Architect. Architect shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

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

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

§ 10.21.4 Architect's violation of this section shall constitute a substantial failure under Article 14.

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and Supplemental Services under § 4.1, but not 4.2.3 which such services will be compensated in accordance with Section 11.4 herein, the Owner shall compensate the Architect for all undisputed payments set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Chapter 2251. Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement.

(Paragraphs deleted)

Percentage Basis

(Insert percentage value)

Six and a half (6.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

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

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

(Paragraphs deleted)

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

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

Hourly billing rates per § 11.7 or as agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.3, shall be the amount invoiced to the

(Paragraphs deleted)
Architect.

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

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

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	thirty	percent (	30	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

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

(Paragraph deleted)

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

See attached Exhibit of Hourly Billing Rates

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

.1

(Paragraphs deleted)

Permitting and other fees required by authorities having jurisdiction over the Project;

2. Printing, reproductions, plots, and standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;

3. Postage, handling, and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;

4. Expense of overtime work requiring higher than regular rates, if authorized in advance in writing by the Owner;

5. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner

(Paragraphs deleted)

after Architect's provision of one artist's rendering and one model or mock-up of each building in the Project;

6. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective, if applicable.

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

(Paragraphs deleted)

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

§ 11.10 **Payments to the Architect**

(Paragraphs deleted)

§ 11.10.2 **Progress Payments**

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

(Paragraphs deleted)

specified by Texas Government Code § 2251.025 or its successor.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect unless the Architect agrees or has been found liable for the amounts in a dispute resolution proceeding in accordance with Article 8. The Owner may, however, withhold payment in a manner consistent with Texas law, pending the parties' resolution of a dispute under Article 8.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions; nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. To no greater extent than allowed by applicable Texas law, ARCHITECT SHALL DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION, INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR BY THE ARCHITECT'S AGENTS, CONSULTANTS UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

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

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

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

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

§ 12.6 COMPLAINTS. The Texas Board of Architectural Examiner has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at Mailing address: PO Box 12337, Austin, TX 78711; Physical: 505 E. Huntland Dr., Ste. 350, Austin, TX 78752; Telephone: 512.305.9000; Fax 512.305.8900; or on the web at <https://www.tbae.texas.gov>.

§12.7 Nothing herein shall be construed to be a restatement of damages, or damages calculations, from what is available and applicable to the Parties under applicable Texas law.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended.

.2 AIA Document
(Paragraphs deleted)

A 201-2017, General Conditions of the Contract for Construction, as amended for this Project.

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

DLR Group Hourly Billing Rates

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

OWNER (Signature)

Dr. Scott Muri Superintendent
(Printed name and title)

ARCHITECT (Signature)

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



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF PURCHASES OVER \$50,000

DATE: May 21, 2024

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

Administrative Recommendation:
Approval of Purchases over \$50,000

ECISD
Request for purchases over \$50,000
May 2024

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/Product	Service/Product Summary	Contract Term
1	Braun Beef Company Essence Bottling Company Epalett.com National Food Group Arlington Valley Farms Sysco West Texas Cibus Brokerage Robind Sales Company Inc. Master's Distribution Atlantic Beverage Company LLC	\$ 2,706,068	Federal Funds 240	Jieun Pando School Nutrition	ECISD Awarded IFB #24-17SN Addendum 1	Dry, Refrigerated, and Frozen Food	Dry, Refrigerated, and Frozen Food	FY 2024-2025
2	GH Dairy El Paso	\$ 1,252,960	Federal Funds 240	Jieun Pando School Nutrition	Renewal ECISD Awarded IFB #23-14SN	Milk and Dairy Delivery Items	Milk and Dairy Delivery Items	FY 2024-2025
3	Central Poly-Bag Corp. Wallace Packaging, LLC Daxwell Liberty Office Products Interboro Packaging Corp. Sysco West Texas Pollock Investment DBA Pollock Paper Distributors AR Unlimited Supply	\$ 677,206	Federal Funds 240	Jieun Pando School Nutrition	ECISD Awarded IFB #24-20SN	Paper and Plastic Items	Paper and Plastic Items	FY 2024-2025 108
4	Curriculum Associates, Inc.	\$ 248,000	Federal Funds 211	Lilia Nanez Curriculum & Instruction	ECISD Awarded 24-25	Supplemental Digital Literacy Tool Grades K-8	Outcomes Based Supplemental Digital Literacy Tool Grades K-8. The digital literacy platform is designed to provide individualized support to students, ensuring all learners meet or exceed reading proficiency on Texas State Standards and become engaged, active readers.	FY 2024-2025
5	New Technology Networks	FY 2024-2025 \$85,180 FY 2025-2026 \$76,988 FY 2026-2027 \$59,588 Total \$221,756	General Funds 199	Alicia Syverson Student and School Support	Sole Source	STEAM Academy Support	Expand the New Tech Network (NTN) pipeline with the addition of Gale Pond Alamo as the elementary NTN site equipping students with NTN's high demand workforce skills	FY 2024-2025 FY 2025-2026 FY 2026-2027
6	West Texas Refrigeration	\$ 215,045	Federal Funds 240	Jieun Pando School Nutrition	ECISD Awarded IFB #24-23SN Addendum 2	Cooler to Freezer Conversion	The cooler-to-freezer conversion project will allow the School Nutrition department to host additional frozen food items. This will provide food cost savings and menu item security during supply chain shortages.	FY 2024-2025
7	Bimbo Bakeries USA	\$ 207,563	Federal Funds 240	Jieun Pando School Nutrition	ECISD Awarded IFB #24-18SN Addendum 1	Bread Delivery Items	Bread Delivery Items	FY 2024-2025

ECISD
 Request for purchases over \$50,000
 May 2024

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/Department	Reference	Service/Product	Service/Product Summary	Contract Term
8	Acceleration Academies	\$ 205,000	Federal Funds 282; General Fund 199	Alicia Syverson Student and School Support	ECISD Awarded 21-31	Alternative Dropout Prevention Recovery School Program	Partner to recover students who have dropped out of school and provide an alternative for students who need credit recovery and are at risk of dropping out of school.	Extension until 09/30/2024
9	Aramark	\$ 75,000	Federal Funds 240	Jieun Pando School Nutrition	Renewal ECISD Awarded 22-25SN	Food Service Apparel and Facility Items Rental Service	The vendor will provide clean towels and apparel needed for daily kitchen operations. The vendor will also keep the kitchen mats clean and provide wet rugs around wet work areas to help prevent slips and falls.	FY 2024-2025

Dr. Jieun Pando

Ector County ISD Director of School Nutrition
(432) 456-9741
1120 W 10th St Odessa, TX
Odessa, TX 79763
Jieun.Pando@ectorcountyisd.org



IFB#Bid 24-17SN Addendum 1 – Dry, Refrigerated, and Frozen Food

- **Purpose:** The School Nutrition Department is seeking to receive food items based on the planned menus for SY 24-25.
- **Background Info:** The School Nutrition Department continues to seek and obtain the best food prices while maintaining high food quality.
- **Cost:** \$2,706,068.00 (Estimated)
- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**
 - Braun Beef Company
 - Essence Bottling Company
 - Epalett.com
 - National Food Group
 - Arlington Valley Farms
 - Sysco West Texas
 - Cibus Brokerage
 - Robind Sales Company Inc.
 - Master’s Distribution
 - Atlantic Beverage Company LLC

Board Approval

Date



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FRIED RICE

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] Asian Food Solutions (Chinese Food Solutions, Inc.)	1483	Cases		\$80.00	\$118,640.00	International Food Solutions, Inc. Asian Food Solutions brand 78001 WG Vegetable Fried Rice. Whole grain brown rice lightly seasoned with soy sauce tossed with edamame, carrots, and onions. Pack size: 8.5 lb bags. 112/5.72 oz servings per case. 5.72 oz serving = 2 Grain & 1/4 cup Vegetable. Price is not valid through Dot Foods, a redistributor. 4 pallet minimum delivery per drop. Mixed pallet okay, except sauces. See Order Terms in Additional Documents.	International Food Solutions, Inc.	78001
Sysco West Texas	2000	Cases		\$79.96	\$159,920.00	MINIMUM = 448 CASES / LEAD TIME = 28 DAYS	Yang's 5th Taste	852724155821

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FRIED RICE

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Asian Food Solutions (Chinese Food Solutions, Inc.)	60	5	2	2	5	5	5	10	94	
Sysco West Texas	55	5	5	5	5	5	5	10	95	

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BEEF TAMALES

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Master's Distribution	1400	Cases		\$53.12	\$74,368.00	Manufacturer: Rodriguez Foods Beef & Textured Vegetable Protein Tamale Manufacturer #: 918 Pack size: 12 Oct/2 oz Min Requirements: 1 Pallet, THH 70cs Shelf Life: 12 months	PADRINOS	03-304
Cibus Brokerage	1400	Cases		\$65.39	\$91,546.00	3 pallet minimum for delivery 1 year frozen - shelf life	PADRINOS	03-304
Churchfield trading Company	1400	Cases		\$67.35	\$94,290.00	MDN 3 PALLETS	PADRINOS	03-304
[ALT1] M.C.I. Foods, Inc.	1400	Cases		\$93.62	\$131,068.00	Shredded beef and cheese, salsa roja tamale. Provides 2 meat alternate & two grains. 60 Count. 72 Cases per pallet. Minimum shipment is 6 pallets.	M.C.I. Foods, Inc.	99770
M.C.I. Foods, Inc.	1400	Cases		\$93.62	\$131,068.00		PADRINOS	03-304

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BEEF TAMALES

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Master's Distribution	60	5	2	2	5	5	5	10	94	
Cibus Brokerage	55	5	5	5	5	5	5	10	95	
Churchfield trading Company	50	5	5	5	5	5	5	10	90	
[ALT1] M.C.I. Foods, Inc.									0	NO SAMPLE
M.C.I. Foods, Inc.	45	5	5	5	5	5	5	10	85	



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PANCAKE ON A STICK

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Braun Beef Company	4800	Case		\$29.43	\$141,264.00	Minimum order is 5,000 lb; case weight = 10 lb	Foster Farms	95121
Master's Distribution	4800	Case		\$30.30	\$145,440.00	Min Requirements: 5 Pallets (THI 10 Ccs); 5000# (11lbs/case) Shelf Life: 12 months	Foster Farms	95121
Sysco West Texas	4800	Case		\$30.70	\$147,360.00	MINIMUM = 90 CASES / LEAD TIME = 20 DAYS	Foster Farms	95121
[ALT1] Tyson Prepared Foods, Inc.	4800	Case		\$32.55	\$156,240.00	10000038215 Jimmy Dean Whole Grain Original Pancake & Turkey Sausage Breakfast Sticks 2.51 oz --- Shelf Life 365 days Frozen --- TI Hi Info: 9:8 = 72 Cases pallet -- min ship lbs 5,000 lbs = 8 pallets	Tyson	10000038215
[ALT1] GOODMAN FOOD PRODUCTS dba DON LEE FARMS	4800	Case		\$43.32	\$207,936.00	WHOLE GRAIN, TURKEY PANCAKE SAUSAGE ON A STICK, DON LEE FARMS CNT2833, 72/2.83 oz. (12.74 lbs.), 1M/MA, 1.25G, SHELF LIFE: 365 days	GOODMAN FOOD PRODUCTS dba DON LEE FARMS	CNT2833

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PANCAKE ON A STICK

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Braun Beef Company	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	
[ALT1] Tyson Prepared Foods, Inc.	45	5	5	5	5	5	5	10	85	
[ALT1] GOODMAN FOOD PRODUCTS dba DON LEE FARMS	40	5	5	5	5	5	5	10	80	

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MORNING SAUSAGE ROLL

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Lechi Foods Inc.	6500	Case		\$34.00	\$221,000.00		DOUBLE B FOODS	5051
[ALT1] Lechi Foods Inc.	6500	Case		\$34.00	\$221,000.00	3 pallet minimum delivery	Lechi Foods	60826
Sysco West Texas	6500	Case		\$37.23	\$241,995.00	MINIMUM = 350 CASES OR 5 PALLETS / LEAD TIME = 30 DAYS	DOUBLE B FOODS	5051

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MORNING SAUSAGE ROLL

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Lechi Foods Inc.										
[ALT1] Lechi Foods Inc.	60	5	2	1	5	5	5	10	93	
Sysco West Texas	55	5	5	5	5	5	5	10	95	

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CANNED WHOLE KERNEL CORN

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Atlantic Beverage Company LLC	1500	Case		\$24.10	\$36,150.00	Sample submitted, Minimum order: 952 cases mix and match, 3 year shelf life	OurHouse	OHC610
Robbins Sales Company Inc	1500	Case	\$24.20		\$36,300.00	Brand: Our House #OHC610, 6 #10 Cans, Minimum Shipment: 952 cases/Full Truckload single or mixed with item #s 7, 8, 14	OurHouse	OHC610
Churchfield trading Company	1500	Case	\$26.21		\$39,315.00	MIN 952 CS- CAN COMBINE OUR HOUSE ITEMS	OurHouse	OHC610
[ALTI] SCHREIBER FOODS INTERNATIONAL	1500	Case	\$28.60		\$42,900.00	CANNED WHOLE KERNEL CORN	Schreiber Foods International, Inc - Ambrosia	26011
Shaver Foods, LLC	1500	Case	\$28.79		\$43,185.00	Stokely brand (Seneca manufacturer), F007022292851; minimum order 245 cases/5 pallets; 3 year shelf life	OurHouse	OHC610
LA Foods	1500	Case	\$28.99		\$43,485.00		OurHouse	OHC610
[ALTI] Braun Beef Company	1500	Case	\$34.02		\$51,030.00	CANNED WHOLE KERNEL CORN yellow; US Grade A or B; ≤140mg sodium per cup serving. Estimated forecasted quantity based on pack size 6 #10.	Hanover	02880013099 ****Minimum 896 Assorted Hanover Items
Master's Distribution	1500	Case	\$35.05		\$52,575.00	Manufacturer: Del Monte Low Sodium Golden Sweet Whole Kernel Corn Manufacturer #: 244999 Pack size: 6 #10 cans Min Requirements: 16 PLTs (THI: 56cs); 4000# Delmonte Combined (45lbs/case) Shelf Life: 991 days	OurHouse	OHC610
Sysco West Texas	1500	Case	\$38.99		\$58,485.00	MINIMUM = 56 CASES / LEAD TIME = 30 DAYS	OurHouse	OHC610

CANNED WHOLE KERNEL CORN

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Atlantic Beverage Company LLC	60	5	2	1	5	5	5	10	93	
Robbins Sales Company Inc	55	5	5	5	5	5	5	10	95	
Churchfield trading Company	50	5	5	5	5	5	5	10	90	
[ALTI] SCHREIBER FOODS INTERNATIONAL									0	NO SAMPLE
Shaver Foods, LLC	45	5	5	5	5	5	5	10	85	
LA Foods	40	5	5	5	5	5	5	10	80	
[ALTI] Braun Beef Company	35	5	5	5	5	5	5	10	75	
Master's Distribution									0	NO SAMPLE
Sysco West Texas	30	5	5	5	5	5	5	10	70	



CANNED MANDARIN ORANGES

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Atlantic Beverage Company LLC	3000	Cases		\$26.00	\$78,000.00	Sample submitted, Minimum order: 952 cases mix and match, 3 year shelf life	OurHouse	OHMO610
[ALT1] Braun Beef Company	3000	Cases		\$30.41	\$91,230.00	CANNED MANDARIN ORANGES	NEMCO	737301400822 ***Minimum order: 952 cases assorted NEMCO items
Master's Distribution	3000	Cases		\$31.25	\$93,750.00	Manufacturer: Nemco (Lolita) Broken Mandarin Segments in Light Syrup; Manufacturer #: 767301400822; Pack size: 6 #10 cans; Min Requirements: 17 PLTs; 952 cases (THI 56cs); Shelf Life: 3 years	OurHouse	OHMO610
[ALT1] Robbins Sales Company Inc	3000	Cases		\$32.08	\$96,240.00	Canned Mandarin Oranges, Whole Segments, US Grade A, Extra Light Syrup, 6 #10, Minimum Shipment: 952 cases single or mixed with item # 27	Premium/Port Royal Sales, Ltd.	19211-55010
Robbins Sales Company Inc	3000	Cases		\$33.76	\$101,280.00	Brand: Our House #OHMO610, 6 #10 Cans, Minimum Shipment: 952 cases single or mixed with item #s 6, 8, 14	OurHouse	OHMO610
[ALT1] SCHREIBER FOODS INTERNATIONAL	3000	Cases		\$34.05	\$102,150.00	CANNED MANDARIN ORANGES	Schreiber Foods International, Inc - Ambrosia	14919
Churchfield trading Company	3000	Cases		\$35.50	\$106,500.00	MIN 952 CS- CAN COMBINE OUR HOUSE ITEMS	OurHouse	OHMO610
LA Foods	3000	Cases		\$36.81	\$110,430.00		OurHouse	OHMO610
[ALT1] Master's Distribution	3000	Cases		\$57.85	\$173,550.00	CANNED MANDARIN ORANGES 6 #10 cans; Min Requirements: 5 PLTs (THI 48cs); 1000 # Dole Dry Combined (45lbs/case); Shelf Life: 1,098 days	Dole Mandarin Oranges in Light Syrup	04218
Sysco West Texas	3000	Cases		\$58.10	\$174,300.00	MINIMUM = 35 CASES / LEAD TIME = 28 DAYS	OurHouse	OHMO610

CANNED MANDARIN ORANGES

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Atlantic Beverage Company LLC	60	5	5	5	5	5	5	10	100	
[ALT1] Braun Beef Company	55	5	5	5	5	5	5	10	95	
Master's Distribution									0	NO SAMPLE
[ALT1] Robbins Sales Company Inc	50	5	5	5	5	5	5	10	90	
Robbins Sales Company Inc	45	5	5	5	5	5	5	10	85	
[ALT1] SCHREIBER FOODS INTERNATIONAL	40	5	5	5	5	5	5	10	80	
Churchfield trading Company	35	5	5	5	5	5	5	10	75	
LA Foods	30	5	5	5	5	5	5	10	70	
[ALT1] Master's Distribution	25	5	5	5	5	5	5	10	65	
Sysco West Texas	20	5	5	5	5	5	5	10	60	



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CANNED GREEN BEAN									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	
Atlantic Beverage Company LLC	1500	Case		\$22.32	\$33,480.00	Sample submitted, Minimum order: 952 cases, 3 year shelf life	OurHouse	OHGB610	
Shaver Foods, LLC	1500	Case		\$23.83	\$35,745.00	Daisy Farm brand (Nortera manufacturer), PFSFHVCC06100; minimum order 280 cases/5 pallets; 3 year shelf life; *product of Canada	OurHouse	OHGB610	
LA Foods	1500	Case		\$23.91	\$35,865.00		OurHouse	OHGB610	
Robbins Sales Company Inc	1500	Case		\$24.72	\$37,080.00	Brand: Our House #OHGB610, 6#10 Cans, Minimum Shipment: 952 cases/Full Truckload single or mixed with item #'s 6, 7, 14	OurHouse	OHGB610	
Churchfield trading Company	1500	Case		\$25.41	\$38,115.00	MIN 952 CS - CAN COMBINE OUR HOUSE ITEMS	OurHouse	OHGB610	
Master's Distribution	1500	Case		\$27.85	\$41,775.00	Manufacturer: Del Monte Blended Sieve Cut Green Beans Low Sodium/Manufacturer #: 24501/Pack size: 6#10 cans/Min Requirements: 16 PLTs (THI: 56cs); 40000#Delmonte Combined (45lbs/case)/Shelf Life: 991 days	OurHouse	OHGB610	
[ALT1] Braun Beef Company	1500	Case		\$28.40	\$42,600.00	CANNED GREEN BEAN Whole or broken segments; US Grade A or B; no short cuts or special cuts; ≤140mg sodium per 1/2 cup serving; Estimated forecasted quantity based on pack size 6#10	Hanover	02880013097 ****Minimum Order is 896 cases assorted Hanover items	
Sysco West Texas	1500	Case		\$30.87	\$46,305.00	MINIMUM = 56 CASES / LEAD TIME = 30 DAYS	OurHouse	OHGB610	

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CANNED GREEN BEAN										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Atlantic Beverage Company LLC	60	5	5	5	5	5	5	10	100	
Shaver Foods, LLC									0	NO SAMPLE
LA Foods	55	5	5	5	5	5	5	10	95	
Robbins Sales Company Inc	50	5	5	5	5	5	5	10	90	
Churchfield trading Company	45	5	5	5	5	5	5	10	85	
Master's Distribution									0	NO SAMPLE
[ALT1] Braun Beef Company	40	5	5	5	5	5	5	10	80	
Sysco West Texas	35	5	5	5	5	5	5	10	75	

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MAYONNAISE									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	
[ALT1] Master's Distribution	300	Cases		\$48.42	\$14,526.00	MAYONNAISE 4.1 gal/Min Requirements: 1 PLT (THI: 48cs)/Shelf Life: 120 days	Sauer Gold Medal Heavy Duty Mayonnaise	06513	
[ALT1] Sysco West Texas	300	Cases		\$50.51	\$15,153.00	40024324 / 1 GAL SY'S REL/MAYONNAISE HEAVY DUTY 9210 7411 REL/MINIMUM = 60 CASES / LEAD TIME = 27 DAYS	SOUTHERN CLASSIC FOOD GROUP LL	9210 7411 REL	
Master's Distribution	300	Cases		\$53.41	\$16,023.00	Manufacturer: Ken's Heavy Duty Mayonnaise/Manufacturer #: KE0504/Pack size: 4.1 gal/Min Requirements: 5 PLTs (THI: 48cs) ; 7500# (32.38 lbs/case)/Shelf Life: 120 days	Ken's	KE0504	
Churchfield trading Company	300	Cases		\$54.79	\$16,437.00	MIN 250 CS	Ken's	KE0504	
Sysco West Texas	300	Cases		\$60.06	\$18,018.00	MINIMUM = 48 CASES / LEAD TIME = 21 DAYS	Ken's	KE0504	

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MAYONNAISE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Master's Distribution	60	5	5	5	5	5	5	10	100	
[ALT1] Sysco West Texas	55	5	5	5	5	5	5	10	95	
Master's Distribution	50	5	5	5	5	5	5	10	90	
Churchfield trading Company	45	5	5	5	5	5	5	10	85	
Sysco West Texas	40	5	5	5	5	5	5	10	80	



10 | MUSTARD PACKETS										
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description			Manufacturer	Manufacturer #
Braun Beef Company	500	Cases		\$13.423	\$6,711.50	MINIMUM = 100 CASES / LEAD TIME = 28 DAYS			KRAFTHEINZ	5390
Sysco West Texas	500	Cases		\$14.97	\$7,485.00	MUSTARD PACKETS 500/7 grams Min Requirements: 25 cases Shelf Life: 270 days			KRAFTHEINZ	5390
[ALT1] Master's Distribution	500	Cases		\$16.12	\$8,060.00	Manufacturer: KraftHeinz Mustard SSM Manufacturer #: 05390 Pack size: 500/5.5 grams Min Requirements: 25 cases Shelf Life: 270 days			McCormick French's Yellow Mustard Packets	901559255
Master's Distribution	500	Cases		\$16.54	\$8,270.00				KRAFTHEINZ	5390

10 | MUSTARD PACKETS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Braun Beef Company	60	5	5	5	5	5	5	10	100	
Sysco West Texas	55	5	5	5	5	5	5	10	95	
[ALT1] Master's Distribution	50	5	5	5	5	5	5	10	90	
Master's Distribution	45	5	5	5	5	5	5	10	85	
									0	

11 | CAT FREE COUNTRY GRAVY MIX										
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes			Manufacturer	Manufacturer #
Braun Beef Company	130	Cases		\$19.134	\$2,487.42	Minimum order = 200 cases			C.H. GUENTHER & SON	7244
Master's Distribution	130	Cases		\$21.05	\$2,736.50	Manufacturer: C.H. Guenther Morrison FF Pepper Gravy Manufacturer #: 07244 Pack size: 624 oz Min Requirements: 100 cases Shelf Life: 360 days			C.H. GUENTHER & SON	7244
Sysco West Texas	130	Cases		\$21.58	\$2,805.40				C.H. GUENTHER & SON	7244

11 | CAT FREE COUNTRY GRAVY MIX										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Braun Beef Company	60	5	5	0	5	5	5	10	95	DISQUALIFIED DUE TO MINIMUM REQUIREMENT
Master's Distribution	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	



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CANNED PINTO BEANS

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Robbins Sales Company Inc	2500	Cases	\$21.78	\$54,450.00	Brand: Mother's Maid #42396-25111, 6#10 Cans, Minimum Shipment: 952 cases/Full Truckload	MOTHERS MAID	13H907	
Shaver Foods, LLC	2500	Cases	\$23.43	\$58,575.00	Mother's Maid brand (Burnette manufactures), 25111; 952 cs minimum (17 pallets); 3 year shelf life	MOTHERS MAID	13H907	
Atlantic Beverage Company LLC	2500	Cases	\$23.89	\$59,725.00	Brand: Mothers Maid, Minimum order: 952 cases, 3 year shelf life	MOTHERS MAID	13H907	
LA Foods	2500	Cases	\$24.98	\$62,450.00		MOTHERS MAID	13H907	
[ALT1] Braun Beef Company	2500	Cases	\$25.80	\$64,500.00	CANNED PINTO BEANS Minimum US Grade A or B; <140mg of sodium per 1/2 cup serving; Estimated forecasted quantity based on 6#10	Hanover	02880013096 **Minimum Order is 896 cases of assorted Hanover items.	
Churchfield trading Company	2500	Cases	\$26.64	\$66,600.00	MIN 952 CS- CAN COMBINE OUR HOUSE ITEMS AND MOTHERS MAID	MOTHERS MAID	13H907	
[ALT1] Bush Brothers & Company	2500	Cases	\$30.00	\$75,000.00	Bush's Best Low Sodium Pinto Beans	Bush Brothers & Company	1819	
Bush Brothers & Company	2500	Cases	\$30.00	\$75,000.00		MOTHERS MAID	13H907	
Sysco West Texas	2500	Cases	\$33.70	\$84,250.00	MINIMUM = 56 CASES / LEAD TIME = 24 DAYS	MOTHERS MAID	13H907	

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CANNED PINTO BEANS

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Robbins Sales Company Inc	60	5	5	5	5	5	5	10	100	
Shaver Foods, LLC	55	5	5	5	5	5	5	10	95	
Atlantic Beverage Company LLC	50	5	5	5	5	5	5	10	90	
LA Foods	45	5	5	5	5	5	5	10	85	
[ALT1] Braun Beef Company	40	5	5	5	5	5	5	10	80	
Churchfield trading Company	35	5	5	5	5	5	5	10	75	
[ALT1] Bush Brothers & Company	30	5	5	5	5	5	5	10	70	
Bush Brothers & Company	25	5	5	5	5	5	5	10	65	
Sysco West Texas	20	5	5	5	5	5	5	10	60	

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MASHED POTATOES

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Braun Beef Company	850	Case	\$57.47	\$48,849.50	Minimum order: 470 cases	Manufacturer: Idahoan SMARTMASH Classic Mashed Potatoes with Vit C Manufacturer #: 2970022313 Pack size: 12.26 oz/Min Requirements: 12 PLTs (TIH 40cs); 10000# (21.3lbs/case) Shelf Life: 273 days	IDAHOAN PACIFIC	2970022313
Master's Distribution	850	Case	\$57.50	\$48,875.00			IDAHOAN PACIFIC	2970022313

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MASHED POTATOES

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Braun Beef Company	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	



14 CANNED SLICED PEACHES									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Note / Alternate Description	Manufacturer	Manufacturer #	
Atlantic Beverage Company LLC	2660	Cases		\$32.44	\$86,290.40	Sample submitted, Minimum order: 952 cases mix and match, 3 year shelf life	OurHouse	OHPS610	
[ALT1] Braun Beef Company	2660	Cases		\$37.11	\$98,712.60	CANNED SLICED PEACHES Minimum US Grade A or B; extra light and extra light syrup preferred; Estimated forecasted quantity based on 6#10.	NEMCO	767301401171	***Minimum order 952 cases assorted NEMCO Items
Master's Distribution	2660	Cases		\$37.75	\$100,415.00	Manufacturer: Nemco Sliced Peaches Manufacturer #: 767301401171 Pack size: 6#10 cans/Min Requirements: 17 PLTs; 952 cases (TIH: 56cs) Shelf Life: 3 years	OurHouse	OHPS610	
[ALT1] SCHREIBER FOODS INTERNATIONAL	2660	Cases		\$40.10	\$106,666.00	CANNED SLICED PEACHES	Schreiber Foods International, Inc - Ambrosia	38421	
LA Foods	2660	Cases		\$42.76	\$113,741.60		OurHouse	OHPS610	
Robbins Sales Company Inc	2660	Cases		\$44.05	\$117,173.00	Brand: Our House #OHPS610, 6#10 Cans, Minimum Shipment: 952 cases/Full Truckload single or mixed with item #'s 6, 7, 8	OurHouse	OHPS610	
Churchfield trading Company	2660	Cases		\$44.62	\$118,689.20	MIN 952 CS- CAN COMBINE OUR HOUSE ITEMS	OurHouse	OHPS610	
[ALT1] Master's Distribution	2660	Cases		\$50.15	\$133,399.00	CANNED SLICED PEACHES 6#10 cans/Min Requirements: 16 PLTs (TIH: 56cs); 40000# Del Monte Combined (45.3lbs/case) Shelf Life: 1,095 days	Del Monte Sliced Peaches in Extra Light Syrup	50966	
Sysco West Texas	2660	Cases		\$54.03	\$143,719.80	MINIMUM = 56 CASES / LEAD TIME = 30 DAYS	OurHouse	OHPS610	

14 CANNED SLICED PEACHES										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Atlantic Beverage Company LLC	60	5	0	0	5	5	5	0	80	
[ALT1] Braun Beef Company	55	5	0	0	5	5	5	0	75	
Master's Distribution	50	5	0	0	5	5	5	0	70	
[ALT1] SCHREIBER FOODS INTERNATIONAL	45	5	0	0	5	5	5	0	65	
LA Foods									0	NO SAMPLE
Robbins Sales Company Inc	40	5	5	5	5	5	5	10	80	THIS IS THE PREFERRED PRODUCT
Churchfield trading Company	35	5	5	5	5	5	5	10	75	
[ALT1] Master's Distribution	30	5	5	5	5	5	5	10	70	
Sysco West Texas	25	5	5	5	5	5	5	10	65	

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15 LASAGNA NOODLE									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Note	Manufacturer	Manufacturer #	
Braun Beef Company	850	Cases		\$12.77	\$10,854.50	Minimum Order 500 cases or 10,000 lb assorted Dakota Growers items	Dakota Growers	6738703410	
Master's Distribution	850	Cases		\$14.74	\$12,529.00	Manufacturer: Dakota Growers Ridged Whole Wheat Lasagna Manufacturer #: 6738703410 Pack size: 1/10 lbs/Min Requirements: 12 PLTs (TIH: 72cs); 10000# Dakota Growers combined (11lbs/case) Shelf Life: 720 days	Dakota Growers	6738703410	
Sysco West Texas	850	Cases		\$14.76	\$12,546.00	MINIMUM = 56 CASES / LEAD TIME = 21 DAYS	Dakota Growers	6738703410	

15 LASAGNA NOODLE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Braun Beef Company	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	



16 | WHOLE GRAIN SPAGHETTI NOODLE									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
Braun Beef Company	1000	Cases		\$18.61	\$18,610.00	Minimum 1,000 cases or 10,000 lb assorted Dakota Growers items	Dakota Growers	673 891322	
Master's Distribution	1000	Cases		\$21.00	\$21,000.00	Manufacturer: Dakota Growers WG SpagettiManufacturer #: 6738791322Pack size: 1/20 lbsMin Requirements: 12 PLTs (THI 72cs); 10000# Dakota Growers combined (11lbs/case)Shelf Life: 720 days	Dakota Growers	673 891322	
Sysco West Texas	1000	Cases		\$21.88	\$21,880.00	MINIMUM = 56 CASES / LEAD TIME = 21 DAYS	Dakota Growers	673 891322	

16 | WHOLE GRAIN SPAGHETTI NOODLE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Braun Beef Company	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	

17 | BAKED WHOLE GRAIN CHEESE SNACK									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
Master's Distribution	1000	Case		\$43.00	\$43,000.00	Manufacturer: PepsiCo Chetos Baked Flamin HotManufacturer #: 62984Pack size: 104.0 875 ozMin Requirements: 1 PLT (THI 36 cases)Shelf Life: 98 days	Frito-Lay	62984	
Sysco West Texas	1000	Case		\$48.30	\$48,300.00	MINIMUM = 30 CASES / LEAD TIME = 15 DAYS	Frito-Lay	62984	

17 | BAKED WHOLE GRAIN CHEESE SNACK										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Master's Distribution	60	5	5	5	5	5	5	10	100	
Sysco West Texas	55	5	5	5	5	5	5	10	95	

18 | FLAVORED TORTILLA CHIP									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
Sysco West Texas	2500	Case		\$30.82	\$77,050.00	MINIMUM = 30 CASES / LEAD TIME = 15 DAYS	PEPSICO	62829	
Master's Distribution	2500	Case		\$30.85	\$77,125.00	Manufacturer: PepsiCo Doritos RF Flamas Tortilla ChipsManufacturer #: 62829Pack size: 72.1 ozMin Requirements: 1 PLT (THI 36 cases)Shelf Life: 98 days	PEPSICO	62829	

18 | FLAVORED TORTILLA CHIP										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	60	5	5	0	3	5	5	10	93	
Master's Distribution	55	5	5	5	5	5	5	10	95	



19										BAKED WHOLE GRAIN CHEESE SNACK LIMON									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes				Manufacturer	Manufacturer #								
Master's Distribution	1000	Case		\$43.00	\$43,000.00	Manufacturer: PepsiCo Cheetos Baked Flamin Hot Limon Manufacturer #: 52889 Pack size: 104/0.875 oz Min Requirements: 1 PLT (THH 36 cases) Shelf Life: 98 days				Frito-Lay	52889								
Sysco West Texas	1000	Case		\$48.30	\$48,300.00	MINIMUM = 30 CASES / LEAD TIME = 15 DAYS				Frito-Lay	52889								

19											BAKED WHOLE GRAIN CHEESE SNACK LIMON										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information											
Master's Distribution	60	5	5	5	5	5	5	10	100												
Sysco West Texas	55	5	5	5	5	5	5	10	95												

20											CREAM OF CHICKEN SOUP										
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes				Manufacturer	Manufacturer #										
Braun Beef Company	300	Cases		\$53.40	\$16,020.00	Minimum Order is 300 cases				Campbell's	1036										
Master's Distribution	300	Cases		\$54.30	\$16,290.00	Manufacturer: Campbell's Cream of Chicken Manufacturer #: 01036 Pack size: 12/50 oz cans Min Requirements: 25 cases Shelf Life: 730 days				Campbell's	1036										
Sysco West Texas	300	Cases		\$70.05	\$21,015.00	SPEC ITEM 1036 IS PACKED 12/50 OZ - EXTENDED PRICE BASED ON THAT PACK SIZE AND NOT 6/15 OZ MINIMUM = 56 CASES / LEAD TIME = 15 DAYS				Campbell's	1036										

20											CREAM OF CHICKEN SOUP										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information											
Braun Beef Company	60	5	5	5	5	5	5	10	100												
Master's Distribution	55	5	5	5	5	5	5	10	95												
Sysco West Texas	50	5	5	5	5	5	5	10	90												



SHELF STABLE JUICE

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Tropical Paradise Inc. dba Cool Tropics	50000	Cases				Please see price list for more product details.	CEBEV-JUICE BOWL	00470C2
[ALT1] Lassonde	50000	Cases	\$9.20		\$460,000.00	4oz; 100% vegetable and fruit juice; must credit as cup vegetable contribution	Lassonde Apple and Eve Brand	24025TPFC
Master's Distribution	50000	Cases	\$10.73		\$536,500.00	Manufacturer: Country Pure VBlend (100% Vegetable and Fruit Juice Blend) Dragon Punch/Manufacturer #: 62009 Pack size: 44.4.23 fl.oz.Min Requirements: 24 PLTS (THi 150cs) Shelf Life: 12 months Additional Flavors: Wango Mango 62010	CEBEV-JUICE BOWL	00470C2
Epalett.com	50000	Cases	\$11.62		\$581,000.00	Minimum order is 4 pallets of Juice Bowl products combined, each SKU must be full pallet (560 cases total for this item) Lead time is approximately 15 business days.	CEBEV-JUICE BOWL	00470C2
[ALT2] Tropical Paradise Inc. dba Cool Tropics	50000	Cases	\$22.15		\$1,107,500.00	Cool Tropics 100% Juice Slush Pouch 60 4oz. 7 pallets (560 cases) minimum @ \$23.10/cs 28 pallets (2,240 cases) minimum @ \$22.15/cs	Cool Tropics	16001 Tropical Trio, 16002 Berry Berry Blue, Razz-A-Dazzle 16003
[ALT3] Tropical Paradise Inc. dba Cool Tropics	50000	Cases	\$23.35		\$1,167,500.00	Cool Tropics 100% Juice Slush Pouch 60 4oz. TX Grow'n Farm to school. 7 pallets (560 cases) minimum @ \$24.30/cs 28 pallets (2,240 cases) minimum @ \$23.35/cs	Cool Tropics	18101 Lone Star Luau
[ALT4] Tropical Paradise Inc. dba Cool Tropics	50000	Cases	\$29.65		\$1,482,500.00	Cool Tropics 100% Juice Cup 96 4oz. TX Grow'n Farm to school. 7 pallets (392 cases) minimum @ \$31.15/cs 26 pallets (1,456 cases) minimum @ \$29.65/cs	Cool Tropics	17004 Rockin Rio Red Cups
[ALT1] Tropical Paradise Inc. dba Cool Tropics	50000	Cases	\$34.50		\$1,725,000.00	Cool Tropics 100% Juice Pouch 96 4oz. 7 pallets (350 cases) minimum @ \$36.00/cs 28 pallets (1,400 cases) minimum @ \$34.50/cs	Cool Tropics	19001 Berry Citrus Squeeze and 19002 Triple Berry Blast

SHELF STABLE JUICE

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Tropical Paradise Inc. dba Cool Tropics									0	
[ALT1] Lassonde	60	1	1	1	5	5	5	10	88	
Master's Distribution	55	5	2	2	5	5	5	10	89	
Epalett.com	50	5	5	5	5	5	5	10	90	
[ALT2] Tropical Paradise Inc. dba Cool Tropics	45	5	5	5	5	5	5	10	85	
[ALT3] Tropical Paradise Inc. dba Cool Tropics	40	5	5	5	5	5	5	10	80	
[ALT4] Tropical Paradise Inc. dba Cool Tropics	35	5	5	5	5	5	5	10	75	
[ALT1] Tropical Paradise Inc. dba Cool Tropics	30	5	5	5	5	5	5	10	70	

STRAWBERRY YOGURT CHEX MIX

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Braun Beef Company	4000	Cases	\$24.98		\$99,920.00	Minimum 334 cases	General Mills	31937000
Churchfield trading CCompany	4000	Cases	\$25.92		\$103,680.00	MIN 1450 CS	General Mills	31937000
Master's Distribution	4000	Cases	\$25.95		\$103,800.00	Manufacturer: General Mills Simply Chex Strawberry Yogurt/Manufacturer #: 31937 Pack size: 60/1.03 oz/Min Requirements: 1 PLT Shelf Life: 248 days	General Mills	31937000
Sysco West Texas	4000	Cases	\$26.34		\$105,360.00	MINIMUM = 32 CASES / LEAD TIME = 17 DAYS	General Mills	31937000
Epalett.com	4000	Cases	\$29.61		\$118,440.00	Minimum order is 5,000 lbs. combined of General Mills products combined, each SKU must be full pallet (17 pallets or 1,020 cases for this item) Lead time is approximately 25 business days.	General Mills	31937000

STRAWBERRY YOGURT CHEX MIX

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Braun Beef Company	60	5	5	5	5	5	5	10	100	
Churchfield trading CCompany	55	5	5	5	5	5	5	10	95	
Master's Distribution	50	5	5	5	5	5	5	10	90	
Sysco West Texas	45	5	5	5	5	5	5	10	85	
Epalett.com	40	5	5	5	5	5	5	10	80	



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FRUIT FLAVORED RAISINS									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	
National Food Group	1200	Cases		\$48.00	\$57,600.00		Zee Zees (National Food Group)	621354	
Master's Distribution	1200	Cases		\$66.90	\$80,280.00	Manufacturer: Sun-Maid Craisins Sour Strawberry Manufacturer #: 05986 Pack size: 200/1.33 oz/Min Requirements: 1 PLT (TIH) 50cs Shelf Life: 15 months Additional flavors: Peach 05981, Tropical Punch 05982, Sour Blue Raspberry 05983, Sour Mixed Berry 05988, Watermelon 05987	Zee Zees (National Food Group)	621354	
Churchfield trading Company	1200	Cases		\$67.10	\$80,520.00	MIN 313 CS	Zee Zees (National Food Group)	621354	
[ALT1] Braun Beef Company	1200	Cases		\$76.02	\$91,224.00	Variety of fruit flavored raisins. Individually portioned packages. Must meet 1/2 cup fruit contribution.	National Raisin	11592-Lemon; 15833-Orange; 15855-2 Fruit Splash	

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FRUIT FLAVORED RAISINS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
National Food Group	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	
Churchfield trading Company	50	5	5	5	5	5	5	10	90	
[ALT1] Braun Beef Company	45	5	5	5	5	5	5	10	85	

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FRUIT FLAVORED RAISINS									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	
[ALT1] Sun-Maid Growers of CA	1200	Cases		\$0.35	\$420.00	500lb minimum order (multiple items ok)	Sun-Maid Growers of California	5981, 5982, 5983, 5986, 5987 & 5988	
National Food Group	1200	Cases		\$48.00	\$57,600.00		Zee Zees (National Food Group)	621355	
Churchfield trading Company	1200	Cases		\$67.10	\$80,520.00	MIN 313 CS	Zee Zees (National Food Group)	621355	
[ALT1] Braun Beef Company	1200	Cases		\$74.58	\$89,496.00	Variety of fruit flavored raisins. Individually portioned packages. Must meet 1/2 cup fruit contribution.	National Raisin	11525-8 Lemon; 11528-9 Tropical; 11523-4 Grape; 11526-5 Pineapple	

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FRUIT FLAVORED RAISINS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Sun-Maid Growers of CA	60	5	2	2	5	5	5	10	94	
National Food Group	55	5	5	5	5	5	5	10	95	
Churchfield trading Company	50	5	5	5	5	5	5	10	90	
[ALT1] Braun Beef Company	45	5	5	5	5	5	5	10	85	



APPLESAUCE (UNSWEETENED)

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
National Food Group	1800	Cases	\$26.00	\$46,800.00	Additional unsweetened flavors included at this price are the following: A3610 Unsw. Pink Lemonade, A3600 Unsw. Banana, A3820 Orange Dreamsicle, A3500 Unsw. Original, A1410 Unsw. Cinnamon, A1525 Unsw. Cherry, A3510UN Watermelon, A3530UN Unsw. Blue Raspberry, A1555 Unsw. Peach, A3800 Unsw. Birthday Cake, A3700 Unsw. Strawberry Banana, A3810 Mango Peach, A1490 Unsw. Strawberry	Zee Zee (National Food Group)	A1490	
[ALT1] Peterson Farms (Peterson Farms Fresh, LLC)	1800	Cases	\$26.34	\$47,412.00	96/4.5oz Unsweetened Applesauce cups - variety of flavors. Individually portioned, shelf stable, applesauce. Peel-top lids. Provides 1/2 cup fruit contribution. 12 month shelf life, minimum requirement: 2-pallets (128cs) flavors can be mixed at 64cs each, lead time: 3 weeks	Peterson Farms Fresh, LLC	ASA10001-Original; ASA10008-Blue Raspberry; ASA10013-Cinnamon; ASA10014-Strawberry; ASA10015-Straw banana; ASA10017-Peach; ASA10018-Watermelon; ASA10020-Mixed Berries; ASA10027-Birthday Cake; ASA10028-Sour Apple; ASA10046-Sour Cherry	
[ALT1] Sysco West Texas	1800	Cases	\$28.95	\$52,110.00	701401996 / 4.5OZPETFARMAPPLESAUCE CINNAMON UNSWTASA10013459020096 / 4.5 OZPETFARMAPPLESAUCE MIXED BRY UNSWT CUPASA10020701402196 / 4.5OZPETFARMAPPLESAUCE STRAWBERRY UNSWTASA10014438725896 / 4.5 OZPETFARMAPPLESAUCE UNSWEETENED CUPASA10001MINIMUM = 128 CASES / LEAD TIME = 30 DAYS	PETERSON FARMS INC	ASA10014	
Master's Distribution	1800	Cases	\$30.80	\$55,440.00	Manufacturer: Peterson Farms Original Unsweetened ApplesauceManufacturer #: ASA10001Pack size: 96/4.5 ozMin Requirements: 1 PLT (THI 64cs) Shelf Life: 12 monthsAdditional Flavors: Cinnamon ASA10013, Blue Raspberry ASA10008, Mixed Berries ASA10020, Peach ASA10017, Sour Apple ASA10028, Sour Cherry ASA10046, Strawberry ASA10014, Strawberry Banana ASA10015, Watermelon ASA10018, Birthday Cake ASA10027	Zee Zee (National Food Group)	A1490	

25	APPLESAUCE (UNSWEETENED)									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
National Food Group	60	5	5	5	5	5	5	10	100	
[ALT1] Peterson Farms (Peterson Farms Fresh, LLC)	55	5	5	5	5	5	5	10	95	
[ALT1] Sysco West Texas	50	5	5	5	5	5	5	10	90	
Master's Distribution	45	5	5	5	5	5	5	10	85	



APPLESAUCE (UNSWEETENED)									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	
National Food Group	1800	Cases		\$26.00	\$46,800.00	Additional unsweetened flavors included at this price are the following: A3610 Unsw. Pink Lemonade, A3600 Unsw. Banana, A3820 Orange Dreamicle, A3500 Unsw. Original, A1410 Unsw. Cinnamon, A1525 Unsw. Cherry, A3510UN Watermelon, A3530UN Unsw. Blue Raspberry, A1555 Unsw. Peach, A3800 Unsw. Birthday Cake, A3700 Unsw. Strawberry Banana, A3810 Mango Peach, A1490 Unsw. Strawberry	Zee Zee (National Food Group)	A3810	
[ALT1] Peterson Farms (Peterson Farms Fresh, LLC)	1800	Cases		\$26.34	\$47,412.00	96/4.5oz Unsweetened Applesauce cups - variety of flavors. Individually portioned, shelf stable, applesauce. Peel-top lids. Provides 1/2 cup fruit contribution. 12 month shelf life, minimum requirement: 2-pallets (128cs) flavors can be mixed at 64cs each, lead time: 3 weeks	Peterson Farms Fresh, LLC	ASA10001-Original; ASA10008-Ebbe Raspberry; ASA10013-Cinnamon; ASA10014-Strawberry; ASA10015-Straw/banana; ASA10017-Peach; ASA10018-Watermelon; ASA10020-Mixed Berries; ASA10027-Birthday Cake; ASA10028-Sour Apple; ASA10046-Sour Cherry	
[ALT1] Sysco West Texas	1800	Cases		\$28.95	\$52,110.00	701401996 / 4.5OZPETFARMAPPLESAUCE CINNAMON UNSWTASA10013459020096 / 4.5 OZPETFARMAPPLESAUCE MIXED BRY UNSWT CUPASA10020701402196 / 4.5OZPETFARMAPPLESAUCE STRAWBERRY UNSWTASA10014438725896 / 4.5 OZPETFARMAPPLESAUCE UNSWEETENED CUPASA10001MINIMUM =XX CASES / LEAD TIME =30 DAYS	PETERSON FARMS INC	ASA 10001	
[ALT1] Andros	1728	Cases		\$36.00	\$62,208.00	Variety Flavor 1W portions apple sauce	Andros (Buddy Fruit_	Orchard Buddy Fruit #1812380, Apple Cinnamon Buddy Fruit #0081038, Apple Sour Buddy Fruit#00513242, Strawberry Banana #00513381a	

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APPLESAUCE (UNSWEETENED)										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
National Food Group	60	5	5	5	5	5	5	10	100	
[ALT1] Peterson Farms (Peterson Farms Fresh, LLC)	55	5	5	5	5	5	5	10	95	
[ALT1] Sysco West Texas	50	5	5	5	5	5	5	10	90	
[ALT1] Andros	45	5	5	5	5	5	5	10	85	



27 CANNED PINEAPPLE TIDBITS									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	
Churchfield trading Company	2500	Cases		\$26.21	\$65,525.00	MIN 952 CS- CAN COMBINE OUR HOUSE ITEMS	DOLE		
[ALT1] Braun Beef Company	2500	Cases		\$29.90	\$74,750.00	CANNED PINEAPPLE TIDBITS Minimum Grade A or B; extra light or light syrup preferred; Estimated forecasted quantity based on pack size 6#10.	NEMCO	767301401683	***Minimum order 952 cases assorted NEMCO Items
[ALT1] Robbins Sales Company Inc	2500	Cases		\$29.94	\$74,850.00	Canned Pineapple Tidbits, Grade A, Natural Juice, 6#10, Minimum Shipment: 952 cases single or mixed with item #7	Premium Port Royal Sales, Ltd.	19211-57715	
[ALT1] Master's Distribution	2500	Cases		\$30.75	\$76,875.00	CANNED PINEAPPLE TIDBITS 6#10 cans Min Requirements: 17 P/LTs; 952 cases (THI 56cs) Shelf Life: 3 years	NEMCO Pineapple Tidbits in Natural Juice	767301401683	
Atlantic Beverage Company LLC	2500	Cases		\$33.75	\$84,375.00	Sample submitted, Minimum order: 952 cases mix and match, 3 year shelf life	DOLE		
[ALT1] SCHREIBER FOODS INTERNATIONAL	2500	Cases		\$34.15	\$85,375.00	CANNED PINEAPPLE TIDBITS	Schreiber Foods International, Inc - Ambrosia	19463	
LA Foods	2500	Cases		\$35.26	\$88,150.00		DOLE		
Master's Distribution	2500	Cases		\$47.25	\$118,125.00	Manufacturer: Dole Canned Pineapple Tidbits Light Syrup Manufacturer #: 00592 Pack size: 6#10 cans Min Requirements: 5 P/LTs (THI 48cs); 10000# Dole Dry Combined (46lbs/case) Shelf Life: 1,098 days	DOLE		
Sysco West Texas	2500	Cases		\$49.46	\$123,650.00	MINIMUM = 25 CASES / LEAD TIME = 23 DAYS	DOLE		

27 CANNED PINEAPPLE TIDBITS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Churchfield trading Company	60	1	1	1	5	5	5	10	88	
[ALT1] Braun Beef Company	55	1	1	1	5	5	5	10	83	
[ALT1] Robbins Sales Company Inc	50	5	5	5	5	5	5	10	90	
[ALT1] Master's Distribution	45	5	5	5	5	5	5	10	85	
Atlantic Beverage Company LLC	40	5	5	5	5	5	5	10	80	
[ALT1] SCHREIBER FOODS INTERNATIONAL	35	5	5	5	5	5	5	10	75	
LA Foods	30	5	5	5	5	5	5	10	70	
Master's Distribution	25	5	5	5	5	5	5	10	65	
Sysco West Texas	20	5	5	5	5	5	5	10	60	

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28 SPAGHETTI SAUCE MIX									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	
Master's Distribution	300	Cases		\$30.85	\$9,255.00	Manufacturer: McCormick Lawry Spagetti Sauce Seasoning Mix Manufacturer #: 2150080545 Pack size: 6/12 oz Min Requirements: 25 cases Shelf Life: 540 days	LAWRY	900276804	
[ALT1] Sysco West Texas	750	Cases		\$26.95	\$20,212.50	09289 826 / 11.25 OZ FOOTHIL MIX SEASONING SPAGETTI LOWS ODV 415-AN190 MINIMUM = 30 CASES / LEAD TIME = 24 DAYS	FOOTHIL	V415-AN190	

28 SPAGHETTI SAUCE MIX										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Master's Distribution	60	5	5	5	5	5	5	10	100	
[ALT1] Sysco West Texas	55	5	5	5	5	5	5	10	95	



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TORTILLA CHIPS

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Master's Distribution	1500	Cases		\$23.48	\$35,220.00	Manufacturer: PepsiCo Tostitos Yellow Corn Tortilla Chips Manufacturer #: 62399 Pack size: 8.16 oz/Min Requirements: 1 PLT (TH: 36cs) Shelf Life: 98 days	PEPSICO	62399
[ALT1] Braun Beef Company	1500	Cases		\$26.28	\$39,420.00	Whole yellow corn tortilla chips in a triangle shape. Must meet whole grain-rich criteria.	Ole Mexican Foods	3017 ****Minimum Order 750 cases
Sysco West Texas	1500	Cases		\$28.07	\$42,105.00	MINIMUM = 30 CASES / LEAD TIME = 15 DAYS	PEPSICO	62399
[ALT1] Tyson Prepared Foods, Inc.	1500	Cases		\$36.10	\$54,150.00	10129060621 Mexican Original Yellow Quarter Cut Tortilla Chips --- Shelf Life 365 days Frozen --- Ti Hi Info: 6:7 = 42 Cases pallet --- min ship lbs 5,000 lbs = 4 pallets	Tyson	10129060621

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TORTILLA CHIPS

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Master's Distribution	60	5	5	5	5	5	5	10	100	
[ALT1] Braun Beef Company	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	
[ALT1] Tyson Prepared Foods, Inc.	45	5	5	5	5	5	5	10	85	

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PURE VEGETABLE OIL

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Sysco West Texas	600	Gallons		\$12.24	\$7,344.00	\$73.44 CASE / \$12.24 EACH / MINIMUM = 18 CASES / LEAD TIME = 25 DAYS NON=SPLITTABLE		

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PURE VEGETABLE OIL

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	60	5	5	5	5	5	5	10	100	

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DISTILLED WHITE VINEGAR

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Sysco West Texas	200	Case		\$4.24	\$848.00	\$25.44 CASE / \$4.24 EACH / MINIMUM = 32 CASES / LEAD TIME = 25 DAYS NON=SPLITTABLE	CLEMENTS FOOD CO	82561
Master's Distribution	200	Case		\$21.21	\$4,242.00	Manufacturer: Kraft/Heinz Distilled White Vinegar Manufacturer #: 00754 Pack size: 6.1 gal/Min Requirements: 1 PLT (TH: 28 cases) Shelf Life: 900 days	CLEMENTS FOOD CO	82561

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DISTILLED WHITE VINEGAR

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Sysco West Texas	55	5	5	5	5	5	5	10	95	
Master's Distribution	60	5	5	5	5	5	5	10	100	



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LIME JUICE									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
Sysco West Texas	400	Gallons		\$13.09	\$5,236.00	\$52.36 CASE / \$13.09 EACH / MINIMUM = 6 CASES / LEAD TIME = 14 DAYS NON-SPLITTABLE	REALLIME	2018	
Master's Distribution	400	Gallons		\$46.38	\$18,552.00	Manufacturer: Keurig Dr Pepper Realme Juice Manufacturer #: 10090963 Pack size: 4/128 oz/Min Requirements: 1 PLT (THI 48 cases) Shelf Life: 510 days	REALLIME	2018	

LIME JUICE											
33	Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
	Sysco West Texas	55	5	5	5	5	5	5	10	95	
	Master's Distribution	60	5	5	5	5	5	5	10	100	



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SPARKLING JUICE									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	
[ALT1] Lassonde	3000	Case		\$14.00	\$42,000.00	Sparkling Juice	Lassonde Switch	7C2475BC BLk Cherry,7C2475FP Bt Punch,7C2475KB Kivi Berry,7C2475OT Org Tang,7C2475WS Watermelon strawberry	
[ALT1] Master's Distribution	3000	Case		\$18.22	\$54,660.00	SPARKLING JUICE24 / 8.4 ozMin Requirement: 1 PLT (THi 160cs) mixed flavors okayShelf Life: 270 daysAdditional Flavors: Apple 01507, Blackberry 01502, Grapefruit 01504, Clementine 01505, Pomegranate 01508, Peach 01052, Cherry Lime 01084, Mango 01129	PepsiCo Izza Sparkling Strawberry Can	01146	
Master's Distribution	3000	Case		\$18.60	\$55,800.00	Manufacturer: Envy FoodsManufacturer #: 2008Pack size: 24 / 8 ozMin Requirement: 2 PLTs no mixed pallets (THi 160cs) Shelf Life: 365 daysAdditional Flavors: Strawberry Kiwi 2022, Fruit Punch 2015, Acai Berry 2039	Envy	2022; 2008	
Sysco West Texas	3000	Case		\$19.84	\$59,520.00	722084524 / 8 OZENVY SPRJUICE FRUIT SPRK STRWBRY-KIWI2022722055324 / 8 OZENVY SPRJUICE FRUIT SPRKLG APPLE2008320 CASE MINIMUM - 21 - 28 DAY LEAD TIME - OTHER FLAVORS AVAILABLE APPLE, FRUIT PUNCH, STRAWBERRY KIWI, ACAI BERRY, NON CARBONATED CHERRY APPLE, FRUIT PUNCH	Envy	2022; 2008	
Epalett.com	3000	Case		\$20.31	\$60,930.00	Minimum order is 2 pallets of Envy products combined, each SKU must be full pallet (2 pallets or 320 cases for this item).Lead time is approximately 15 business days.	Envy	2022; 2008	

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SPARKLING JUICE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Lassonde	60	1	1	2	5	5	5	10	89	
[ALT1] Master's Distribution	55	5	2	2	5	5	5	10	89	
Master's Distribution	50	5	5	5	5	5	5	10	90	
Sysco West Texas	45	5	5	5	5	5	5	10	85	
Epalett.com	40	5	5	5	5	5	5	10	80	

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BOTTLED WATER									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
Essence Botting Company	3186	Case		\$5.50	\$17,523.00	Product shipped in truckload quantities of 1596 cases			

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BOTTLED WATER										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Essence Botting Company	60	5	5	5	5	5	5	10		



CHILI HOT DOG SAUCE

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Braun Beef Company	125	Cases		\$62.98	\$7,872.50	Minimum 125 cases	LIBBY'S	UPC3900003122
Master's Distribution	125	Cases		\$64.59	\$8,073.75	Manufacturer: Conagra Libby's Hot Dog Chili Sauce Manufacturer #: 3900003122 Pack size: 6#10 cans Min Requirements: 25 cases Shelf Life: 720 days	LIBBY'S	UPC3900003122
Sysco West Texas	125	Cases		\$71.03	\$8,878.75	MINIMUM = 25 CASES / LEAD TIME = 14 DAYS	LIBBY'S	UPC3900003122

CHILI HOT DOG SAUCE

36	CHILI HOT DOG SAUCE									Additional Information
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	
Braun Beef Company	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	
Sysco West Texas	50	5	5	5	5	5	5	10	90	



SORBET									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #	
[ALT1] Master's Distribution	2000	Cases		\$31.50	\$63,000.00	SORBETS 4.4 fl. oz. Min Requirement: 2 PLTS (THH 72cs) Shelf Life: 12 months Additional Flavors: Jolly 2008, Hooray 2010, Be Mine 2013, Kiwi Strawberry 2014, Strawberry Mango 2015, Sour Cherry Lemon 2016, Bloom 2019, Eek 2022, OJ Cream 2023, Strawberry Cream 2024, Stars & Stripes 2027	Country Pure Foods Sidekicks Blue Raspberry	2009	
[ALT1] Lindys	2222	Cases		\$29.25	\$64,993.50	Fruit Sorbet to provide a 1/2cup fruit	Lindys Homemade	BCH0106 Black Cherry, FRP0175 Fruit Punch, STR0298 Strawberry, WAT0182 Watermelon, MAN090 Mango, TAN0250 Tangerine Orange, CHO458 Cherry Moji, HBD0465 Happy Birthday, Tr0489 Tangerine Dragon (chinese new year) BER0472 Patriotic	
Braun Beef Company	2000	Cases		\$46.00	\$92,000.00	Minimum is 2 pallets (126 cases) However the price varies based on Qty. ordered and flavor. Item 12709 Mango 378 cases = 44.98; Item 12710 Strawberry is 126 cases @ \$48.67, 378 cases @ \$47.65	BG SPOON	12710;12709	
Master's Distribution	2000	Cases		\$57.37	\$114,740.00	Manufacturer: Dole Smoothie Bowl Strawberry Banana Manufacturer #: 00318 Pack size: 96/4.5 oz Min Requirements: 6 PLTs (THH 56cs); 5000# Dole Frozen (3.04 lbs case) Shelf Life: 365 days Additional flavors: Mango Pineapple 00505, Pineapple Mango Banana 00506	BG SPOON	12710;12709	

SORBET										
37 Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Master's Distribution	60	1	1	1	5	5	5	10	88	
[ALT1] Lindys	55	1	1	1	5	5	5	10	83	
Braun Beef Company	50	5	5	5	5	5	5	10	90	
Master's Distribution	45	5	5	5	5	5	5	10	85	



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STUFFED WAFFLES

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Arlington Valley Farms	2000	Cases	\$70.20	\$140,400.00	Arlington Valley Farms, LLC. 00091 Chicken Sausage & Cheese in a Buttery Maple Snack'n Waffle. 2.2 oz, one serving = 1 Meat & 1.5 Grain. 51% Whole Wheat, 108/2.2 oz waffles per case. Minimum Order: 6 pallets. One SKU per pallet. Lead Time: 14 days	ARLINGTON FARMS	00091	
Master's Distribution	2000	Cases	\$73.70	\$147,400.00	Manufacturer: Arlington Valley Farms Manufacturer #: 00091 Pack size: 108/2.2 oz/Min Requirements: 6 PLTS (THi 64 cs) Shelf Life: 365 days	ARLINGTON FARMS	00091	
Churchfield trading Company	2000	Cases	\$73.74	\$147,480.00	MIN 384 CS	ARLINGTON FARMS	00091	
Epalett.com	2000	Cases	\$96.11	\$192,220.00	Minimum order is 3 pallets of Arlington Valley Farms products combined, each SKU must be full pallet (3 pallets or 192 cases for this item) Lead time is approximately 20 business days.	ARLINGTON FARMS	00091	

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STUFFED WAFFLES

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Arlington Valley Farms	60	5	5	5	5	5	5	10	100	
Master's Distribution	55	5	5	5	5	5	5	10	95	
Churchfield trading Company	50	5	5	5	5	5	5	10	90	
Epalett.com	45	5	5	5	5	5	5	10	85	

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CREAM CHEESE MINI BAGELS (STRAWBERRY)

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Master's Distribution	3200	Cases	\$36.79	\$117,728.00	Manufacturer: General Mills Cream Cheese Bagels Manufacturer #: 38413 Pack size: 72/2.43 oz/Min Requirements: 6 PLTS (THi 108cs) Shelf Life: 186 days	General Mills	138413000	
Braun Beef Company	3200	Cases	\$37.15	\$118,880.00	Minimum = 375 cases	General Mills	138413000	
Churchfield trading Company	3200	Cases	\$38.56	\$123,392.00	MIN 500 CS- CAN COMBINE WITH OTHER GENERAL MILLS FOR 5K LB MINIMUM	General Mills	138413000	
Sysco West Texas	3200	Cases	\$39.17	\$125,344.00	MINIMUM = 120 CASES / LEAD TIME = 19 DAYS	General Mills	138413000	
Epalett.com	3200	Cases	\$49.26	\$157,632.00	Minimum order is 5,000 lbs. combined of General Mills products combined, each SKU must be full pallet (4 pallets or 432 cases for this item) Lead time is approximately 26 business days.	General Mills	138413000	

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CREAM CHEESE MINI BAGELS (STRAWBERRY)

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Master's Distribution	60	5	5	5	5	5	5	10	100	
Braun Beef Company	55	5	5	5	5	5	5	10	95	
Churchfield trading Company	50	5	5	5	5	5	5	10	90	
Sysco West Texas	45	5	5	5	5	5	5	10	85	
Epalett.com	40	5	5	5	5	5	5	10	80	

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Dr. Jieun Pando

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Renewal of IFB#Bid 23-14SN – (Renewal Contract) Milk and Dairy Delivery Items

- **Purpose:** The School Nutrition Department is seeking delivery services for milk and other dairy products to campuses throughout the district for SY24-25.
- **Background Info:** Milk is a required component for USDA nutrition programs, such as the National School Lunch Program, School Breakfast Program, Child and Adult Care Food Program, and Seamless Summer Option Program.
- **Cost:** \$1,252,960 (Estimated)
- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**
GH Dairy El Paso

Board Approval

Date



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IFB#Bid 24-20SN Paper and Plastic Items

- **Purpose:** The School Nutrition Department is seeking to receive food service paper and plastic items based on menu items, serving style, and serving efficiency for kitchen staff. The IFB will be for SY24-25.
- **Background Info:** The School Nutrition Department uses different food items that specifically meet the menu and serving process. Each year, the menu may change due to food availability and taste acceptability, and new paper and plastic items are needed to accommodate the change.
- **Cost:** \$677,206 (Estimated)
- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**
 - Central Poly-Bag Corp.
 - Wallace Packaging, LLC
 - Daxwell
 - Liberty Office Products
 - Interboro Packaging Corp.
 - Sysco West Texas
 - Pollock Investment DBA Pollock Paper Distributors
 - AR Unlimited Supply

Board Approval

Date



2 CAN LINERS

Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Central Poly-Bag Corp.	1800	Cases	\$16.80	\$30,240.00	Central Poly #CP3340N12; sample sent prior to bid opening	PITT/IBS/Glopak	PITT INT-3340-H
Unipak Corp.	1800	Cases	\$16.88	\$30,384.00	Manufacturer UPC-HD40M We are Current Vendor	PITT/IBS/Glopak	PITT INT-3340-H
[ALT1] Interboro Packaging Corp.	1800	Cases	\$17.48	\$31,464.00	Pitt INT-3340-H, As per sample #2B, Approx. 64 cases in per pallet, Manufacture in Texas, Count:500, Delivery: 10-14 Days	Pitt	INT-1217-H
[ALT1] Liberty Office Products (Liberty Data Products)	1800	Cases	\$22.97	\$41,346.00	Performance Plus 33x39 .35mil Clear 33 gallon	Pitt	PH334011N
WAGNER SUPPLY COMPANY	1800	Cases	\$23.49	\$42,282.00	We have 11 micron or 13 micron but not 12. I am quoting both. Main bid is for 11 micron, Berry HR334011N. Alternate is for 13mic.	PITT/IBS/Glopak	PITT INT-3340-H
Interboro Packaging Corp.	1800	Cases	\$27.98	\$50,364.00	Pitt INT-3340-Hvy, As per sample #2A, Approx. 64 cases in per pallet, Manufacture in Texas, Count:500, Delivery: 10-14 Days	PITT/IBS/Glopak	PITT INT-3340-H
[ALT1] WAGNER SUPPLY COMPANY	1800	Cases	\$28.31	\$50,958.00	33x40 13 micron - Berry Plastics HR334013N	Berry Plastics	HR334011N
Pollock Investments DBA Pollock Paper Distributors	1800	Cases	\$28.55	\$51,390.00	HERITAGE, Z6640MNL 33"X40"12MIC 33GAL NAT LINER, ITEM PACKED 500EA/CS	PITT/IBS/Glopak	PITT INT-3340-H
[ALT1] Empire Paper Company	1800	Cases	\$34.32	\$61,776.00	AFXZ6640MNFR1LINER,33X40,HR,12MIC,NL,20/25	Affex-Heritage	Z6640MNFR1

LINE ITEM #2	CAN LINERS									Additional Information
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	
Central Poly-Bag Corp.	60	5	5	5	5	5	5	10	100	
Unipak Corp.	55	5	5	5	5	5	5	10	95	
[ALT1] Interboro Packaging Corp.	50	5	5	5	5	5	5	10	90	
[ALT1] Liberty Office Products (Liberty Data Products)	45	5	5	5	5	5	5	10	85	
WAGNER SUPPLY COMPANY	40	5	5	5	5	5	5	10	80	
Interboro Packaging Corp.	35	5	5	5	5	5	5	10	75	
[ALT1] WAGNER SUPPLY COMPANY	30	5	5	5	5	5	5	10	70	
Pollock Investments DBA Pollock Paper Distributors	25	5	5	5	5	5	5	10	65	
[ALT1] Empire Paper Company	20	5	5	5	5	5	5	10	60	

3 ALUMINUM FOIL

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Daxwell	300	Cases	\$19.98		\$5,994.00	Request 14-day lead-time from receipt of purchase order. Cases per Pallet-192	Daxwell	J1002275
[ALT1] Braun Beef Company	300	Cases	\$20.52		\$6,156.00	18 x 500 Heavy Duty Foil	Western Plastic	286P
[ALT1] Liberty Office Products (Liberty Data Products)	300	Cases	\$25.03		\$7,509.00	Empress 18x500 80 gauge Heavy duty foil roll	Empress	E185-H
[ALT1] Empire Paper Company	300	Cases	\$28.31		\$8,493.00	RJSE185HFOIL,18" X0500',HEAVY DUTY,RL	Empress	E185H
Sysco West Texas	300	Cases	\$31.40		\$9,420.00	69377671 / 18 INSYS CLSFOIL ALMN ROLL HVY WGT 500 FTPACTIV LLCW69328MINIMUM = 12 CASES / LEAD TIME = 19 DAYS	Daxwell	J1002275
Pollock Investments DBA Pollock Paper Distributors	300	Cases	\$31.80		\$9,540.00	PACTIV, 624 18"X500' 1ML HVY WEIGHT FOIL, 1 ROL/CS	Daxwell	J1002275
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	300	Cases	\$42.29		\$12,687.00	BRAND BID IS BOARDWALK BWK7134 (44 ROLL MINIMUM ORDER)	Daxwell	J1002275

3 ALUMINUM FOIL										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Daxwell	60	5	5	5	5	5	5	10	100	
[ALT1] Braun Beef Company									0	SUBMITTED NO SAMPLE
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
[ALT1] Empire Paper Company									0	SUBMITTED NO SAMPLE
Sysco West Texas									0	SUBMITTED NO SAMPLE
Pollock Investments DBA Pollock Paper Distributors									0	SUBMITTED NO SAMPLE
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)									0	SUBMITTED NO SAMPLE

4 PAN LINERS

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Pollock Investments DBA Pollock Paper Distributors	550	Cases	\$45.17		\$24,843.50	JR RODRIGUEZ INT, PL1624 16-3/8" X24-3/8" TREATED PAN LINER, ITEM PACKED 1000EA/CS	Prime Source	75003991
[ALT1] Liberty Office Products (Liberty Data Products)	550	Cases	\$46.09		\$25,349.50	Nova 16 3/8 x 24 3/8 Quilon Panliner	Nova	R1624NOVA
[ALT1] Pollock Investments DBA Pollock Paper Distributors	550	Cases	\$52.47		\$28,858.50	PREMIUM PAN LINERS 16.375X24.375 SHEET PAN LINER, ITEM PACKED 1000EA/CS RELEASE	BAGCRAFT	30001
Sysco West Texas	550	Cases	\$53.56		\$29,458.00	51437221000 / 16X24DIXIELINER PAPER PAN QUILONGEORGIA PACIFIC DIXIELO10MINIMUM = 16 CASES / LEAD TIME = 30 DAYS	Prime Source	75003991
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	550	Cases	\$68.45		\$37,647.50	BRAND BID IS BAGCRAFT #BGC030001	Prime Source	75003991
[ALT1] Empire Paper Company	550	Cases	\$76.88		\$42,284.00	DIXLO10PAN LINER,GP LO,16X24",WE,1M	Dixie	LO10



4 PAN LINERS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Pollock Investments DBA Pollock Paper Distributors									0	SUBMITTED NO SAMPLE
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
[ALT1] Pollock Investments DBA Pollock Paper Distributors	60	5	5	5	5	5	5	10	100	
Sysco West Texas									0	SUBMITTED NO SAMPLE
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)									0	SUBMITTED NO SAMPLE
[ALT1] Empire Paper Company									0	SUBMITTED NO SAMPLE

5 INTERFOLDED WAXED DELI-PAPER

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] Empire Paper Company	300	Cases	\$80.94		\$24,282.00	PPC011008PAPER,DELI QF8,8X10.75,12/500	Papercon	011008
Pollock Investments DBA Pollock Paper Distributors	300	Cases	\$90.57		\$27,171.00	BAGCRAFT, 12008AW8 8"X10-3/4"DELI PAPER, ITEM PACKED 6000EA/CS	Bagcraft	QF8

5 INTERFOLDED WAXED DELI-PAPER

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Empire Paper Company									0	SUBMITTED NO SAMPLE
Pollock Investments DBA Pollock Paper Distributors	60	5	5	5	5	5	5	10	100	

6 PRODUCE BAGS

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Pollock Investments DBA Pollock Paper Distributors	550	Cases	\$21.20		\$11,660.00	PINNACLE PLASTICS, HB1217N PRODUCE BAGS, ITEM PACKED 1800EA/CS	Pactiv	PZ1-1217
[ALT1] Interboro Packaging Corp.	550	Cases	\$24.72		\$13,596.00	INT-1217-H, As per sample #6, Approx. 64 cases in per pallet, Manufacture in Texas, Count: 2,000, Delivery: 10-14 Days ARO, Mfr: IBS/Pitt	INT-1217-H	INT-1217-H
[ALT1] Empire Paper Company	550	Cases	\$27.39		\$15,064.50	ELKE1119HIDBAG,PRODUCE,HI-D,11X19,4/1500	LK Packaging	E1119HID
[ALT1] Pollock Investments DBA Pollock Paper Distributors	550	Cases	\$46.17		\$25,393.50	Linear Low Density Produce Bag, ITEM PACKED 2000EA/CS	ELKAY	E1217LLD



6	6	PRODUCE BAGS								
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Pollock Investments DBA Pollock Paper Distributors									0	SUBMITTED NO SAMPLE
[ALT1] Interboro Packaging Corp.	60	5	5	5	5	5	5	10	100	
[ALT1] Empire Paper Company									0	SUBMITTED NO SAMPLE
[ALT1] Pollock Investments DBA Pollock Paper Distributors									0	SUBMITTED NO SAMPLE

7	PLASTIC SPOONS										
Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #				
Wallace Packaging, LLC	800	Cases	\$5.50	\$4,400.00	Wallace Packaging #3542, 1000 ct, No Minimums, 180 cases per pallet, 5 day Lead Time	Daxwell	A10001390				
Daxwell	800	Cases	\$5.95	\$4,760.00	Request 14-day lead-time from receipt of purchase order. Cases per Pallet-180	Daxwell	A10001390				
Sysco West Texas	800	Cases	\$6.53	\$5,224.00	\$4196261000 / CTNUTRNBONSPOON PLAS WHT MED PPWALLACE PACKAGING LLC3542MINIMUM = 150 CASES / LEAD TIME = 30 DAYS	Daxwell	A10001390				
[ALT1] Liberty Office Products (Liberty Data Products)	800	Cases	\$6.81	\$5,448.00	Medium Spoons Polypro	Empress	E175002				
Pollock Investments DBA Pollock Paper Distributors	800	Cases	\$6.97	\$5,576.00	AMERCARE, P4203W MED WHT POLYPRO SOUPSPOON BULK, ITEM PACKED 1000EA/CS	Daxwell	A10001390				
AR UNLIMITED SUPPLY	800	Cases	\$7.00	\$5,600.00		Daxwell	A10001390				
[ALT1] Empire Paper Company	800	Cases	\$7.28	\$5,824.00	RJSE175002SPOON,MED PP,EMPRESS,WE,1M/CS	Empress	E175002				
[ALT1] Pollock Investments DBA Pollock Paper Distributors	800	Cases	\$7.66	\$6,128.00	Fieldware 5.5" Medium Weight Plastic Spoon, ITEM PACKED 1000EA/CS	PACTIV	YFWSWCH				

7	7	PLASTIC SPOONS								
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Wallace Packaging, LLC									0	SUBMITTED NO SAMPLE
Daxwell	60	5	5	5	5	5	5	10	100	
Sysco West Texas									0	SUBMITTED NO SAMPLE
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
Pollock Investments DBA Pollock Paper Distributors	55	5	5	5	5	5	5	10	95	
AR UNLIMITED SUPPLY	50	5	5	5	5	5	5	10	90	
[ALT1] Empire Paper Company	45	5	5	5	5	5	5	10	85	
[ALT1] Pollock Investments DBA Pollock Paper Distributors	40	5	5	5	5	5	5	10	80	



8 PLASTIC FORK, SPOON, NAPKIN KIT

Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] Pollock Investments DBA Pollock Paper Distributors	6000	Cases	\$10.85	\$65,100.00	Fieldware Medium Weight Wrapped Plastic Cutlery Set (Fork, Spoon, Napkin) ITEM PACKED 250EA/CS	PACTIV	FKFSWNCH
Wallace Packaging, LLC	6000	Cases	\$11.00	\$66,000.00	Wallace Packaging #3661, 500 ct, No Minimums, 100 cases per pallet, 5 day Lead Time	Daxwell	B10004650
AR UNLIMITED SUPPLY	6000	Cases	\$11.25	\$67,500.00		Daxwell	B10004650
Daxwell	6000	Cases	\$11.59	\$69,540.00	Request 14-day lead-time from receipt of purchase order. Cases per Pallet-70	Daxwell	B10004650
Sysco West Texas	6000	Cases	\$12.37	\$74,220.00	6982456500 / CSWALLPACKIT CUTLERY FRK/SPN/NAPKWALLACE PACKAGING LLC3661MINIMUM = 150 CASES / LEAD TIME = 30 DAYS	Daxwell	B10004650
[ALT1] Empire Paper Company	6000	Cases	\$13.32	\$79,920.00	RJSE176000CUTLERY,K-F-S-S&P-NP,WE,250/CS	Empress	E176000
Pollock Investments DBA Pollock Paper Distributors	6000	Cases	\$14.79	\$88,740.00	AMERCARE, 4KP203W14 MWPP, WHITE (F, S, MS, 8" X 10" NAP), ITEM PACKED 500EA/CS	Daxwell	B10004650

8 PLASTIC FORK, SPOON, NAPKIN KIT

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Pollock Investments DBA Pollock Paper Distributors	60	5	5	2	5	5	5	10	97	Disqualified-No knife
Wallace Packaging, LLC									0	SUBMITTED NO SAMPLE
AR UNLIMITED SUPPLY	55	5	5	5	5	5	5	10	95	
Daxwell	50	5	5	5	5	5	5	10	90	
Sysco West Texas									0	SUBMITTED NO SAMPLE
[ALT1] Empire Paper Company	45	5	5	2	5	5	5	10	82	Disqualified-salt and pepper
Pollock Investments DBA Pollock Paper Distributors	40	5	5	2	5	5	5	10	77	Disqualified-no straws

9 SINGLE SERVING PORTION TRAY (CLEAR)

Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Liberty Office Products (Liberty Data Products)	2700	Cases			21838 is discontinued. We bid the alternative which is 21830.	Atrium	21838
Sysco West Texas	2700	Cases	\$58.37	\$157,599.00		Atrium	21838
[ALT1] Sysco West Texas	2700	Cases	\$58.37	\$157,599.00	MPC 21838 HAS BEEN DISCONTINUED BY THE SUPPLIER 37492862000 / EAPAR PAKTRAY PLAS DEEPWNA HOUSTON21830MINIMUM = 200 CASES / LEAD TIME = 30 DAYS	ATRIUM	21830
Pollock Investments DBA Pollock Paper Distributors	2700	Cases	\$61.87	\$167,049.00	WNA, 21830 6OZ OFFER VS SERVE EXTRA DEEP TRAY, ITEM PACKED 2000EA/CS, ITEM 21838 IS DISCONTINUED.	Atrium	21838
[ALT1] Liberty Office Products (Liberty Data Products)	2700	Cases	\$62.87	\$169,749.00	6 OUNCE OFFER VS SERVE, EXTRADEEP, CLEAR, 15 MIL2000.0Count	ParPak	21830



9		SINGLE SERVING PORTION TRAY (CLEAR)									Additional Information
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total		
Liberty Office Products (Liberty Data Products)											SUBMITTED NO SAMPLE
Sysco West Texas											SUBMITTED NO SAMPLE
[ALT1] Sysco West Texas	60	5	5	5	5	5	5	10	100		
Pollock Investments DBA Pollock Paper Distributors	55	5	5	5	5	5	5	10	95		
[ALT1] Liberty Office Products (Liberty Data Products)											SUBMITTED NO SAMPLE

10 SINGLE SERVING PORTION TRAY (BLACK)

Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
Sysco West Texas	2700	Cases	\$60.17	\$162,459.00	MINIMUM = 200 CASES / LEAD TIME = 30 DAYS	Atrium	21860
Pollock Investments DBA Pollock Paper Distributors	2700	Cases	\$63.78	\$172,206.00		Atrium	21860
Liberty Office Products (Liberty Data Products)	2700	Cases	\$64.38	\$173,826.00		Atrium	21860
Empire Paper Company	2700	Cases	\$81.10	\$218,970.00		Atrium	21860

10		SINGLE SERVING PORTION TRAY (BLACK)									Additional Information
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total		
Sysco West Texas	60	5	5	5	5	5	5	10	100		
Pollock Investments DBA Pollock Paper Distributors	55	5	5	5	5	5	5	10	95		
Liberty Office Products (Liberty Data Products)	50	5	5	5	5	5	5	10	90		
Empire Paper Company	45	5	5	5	5	5	5	10	85		

11 SMALL-BLUE VINYL UTILITY POWDER FREE GLOVES

Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] Daxwell	150	Cases	\$16.07	\$2,410.50	Vinyl Gloves General Purpose Powder Free Small Clear - Daxwell F10001296 10*100, 1000 per case. Cases per Pallet-120; Request 14-day lead-time from receipt of purchase order.	Daxwell	F10001296
Interboro Packaging Corp.	150	Cases	\$18.90	\$2,835.00	Med Pride-Sm-VPFG, As per sample #11, Approx. 100 case in per pallet, Count:1,000, Delivery: 10-14 Days ARO, Mfr: Med Pride	DAXWELL	
Pollock Investments DBA Pollock Paper Distributors	150	Cases	\$19.12	\$2,868.00	AMERCARE, 18991ODY'SSEY BLUE VINYL GLOVES PF, SMALL, ITEM PACKED 100EA/BX, 10BX/CS	DAXWELL	
[ALT1] Empire Paper Company	150	Cases	\$19.47	\$2,920.50	SZNGVP9SM1 GLOVE, VINYL, PF, SM, 10/100	Safety Zone	GVP9-SM-1
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	150	Cases	\$21.50	\$3,225.00	BRAND BID IS HOSPECO (PROWORKS) GLV44FS (SPEC ATTACHED) - 190 CASE MINIMUM ORDER ALL HOSPECO GLOVES COMBINED	DAXWELL	
[ALT1] Braun Beef Company	150	Cases	\$22.00	\$3,300.00	SMALL-BLUE VINYL UTILITY POWDER FREE GLOVES	FoodHander	102-FHBL12
[ALT1] Liberty Office Products (Liberty Data Products)	150	Cases	\$22.87	\$3,430.50	Empress Small Vinyl Glove Powder Free 10/100cs	Empress	EVDFS4001
[ALT1] Pollock Investments DBA Pollock Paper Distributors	150	Cases	\$25.53	\$3,829.50	Blue Heavy-weight Powder Free Vinyl, 100/BX 10BX/CS, SM	SUPPLY SOURCE	GVP9-SM-1C-BL



11	SMALL-BLUE VINYL UTILITY POWDER FREE GLOVES									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Daxwell	60	5	5	5	5	5	5	10	100	
Interboro Packaging Corp.	55	5	5	5	5	5	5	10	95	
Pollock Investments DBA Pollock Paper Distributors	50	5	5	5	5	5	5	10	90	
[ALT1] Empire Paper Company									0	SUBMITTED NO SAMPLE
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)									0	SUBMITTED NO SAMPLE
[ALT1] Braun Beef Company	45	5	5	5	5	5	5	10	85	
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
[ALT1] Pollock Investments DBA Pollock Paper Distributors	40	5	5	5	5	5	5	10	80	

12 MEDIUM-BLUE VINYL UTILITY POWDER FREE GLOVE

Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Daxwell	150	Cases	\$16.07	\$2,410.50	Request 14-day lead-time from receipt of purchase order. Cases per Pallet-120	DAXWELL	F10001748
Interboro Packaging Corp.	150	Cases	\$18.90	\$2,835.00	Med Pride-Med-VFPG, As per sample #12, Approx. 100 cases in per pallet, Count 1,000, Delivery: 10-14 Days ARO, Mfr: Med Pride	DAXWELL	F10001748
Pollock Investments DBA Pollock Paper Distributors	150	Cases	\$19.12	\$2,868.00	AMERCARE, 18992ODYSSEY BLUE VINYL GLOVES PF, MEDIUM, ITEM PACKED 100EA/BX, 10BX/CS	DAXWELL	F10001748
[ALT1] Empire Paper Company	150	Cases	\$19.73	\$2,959.50	SZNGVP9MD1GLOVE,VINYL,PF,MD,10/100	Safety Zone	GVP9-MD-1
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	150	Cases	\$21.50	\$3,225.00	BRAND BID IS HOSPECO (PROWORKS) GLV44FM (SPEC ATTACHED) - 190 CASE MINIMUM ORDER ALL HOSPECO GLOVES COMBINED	DAXWELL	F10001748
[ALT1] Braun Beef Company	150	Cases	\$22.00	\$3,300.00	MEDIUM-BLUE VINYL UTILITY POWDER FREE GLOVE	FoodHanders	102-FHBL14
[ALT1] Liberty Office Products (Liberty Data Products)	150	Cases	\$22.87	\$3,430.50	Empress Medium Vinyl Glove Powder Free 10/100cs	Empress	EVPFM4002
[ALT1] Pollock Investments DBA Pollock Paper Distributors	150	Cases	\$25.53	\$3,829.50	Blue Heavy-weight Powder Free Vinyl, 100/BX 10BX/CS, MD	SUPPLY SOURCE	GVP9-MD-1C-BL



12 MEDIUM-BLUE VINYL UTILITY POWDER FREE GLOVE										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Daxwell	60	5	5	5	5	5	5	10	100	
Interboro Packaging Corp.	55	5	5	5	5	5	5	10	95	
Pollock Investments DBA Pollock Paper Distributors	50	5	5	5	5	5	5	10	90	
[ALT1] Empire Paper Company									0	SUBMITTED NO SAMPLE
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	45	5	5	5	5	5	5	10	85	SUBMITTED NO SAMPLE
[ALT1] Braun Beef Company									0	
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
[ALT1] Pollock Investments DBA Pollock Paper Distributors	40	5	5	5	5	5	5	10	80	

13 LARGE-BLUE VINYL UTILITY POWDER FREE GLOVE

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] Daxwell	300	Cases		\$16.07	\$4,821.00	Vinyl Gloves General Purpose Powder Free Large Clear - Daxwell F10001750 10*100, 1000 per case. Cases per Pallet-120; Request 14-day lead-time from receipt of purchase order.	Daxwell	F10001750
Interboro Packaging Corp.	300	Cases		\$18.90	\$5,670.00	Med Pride-Lrg-VPFG, As per sample #13, Approx. 100 cases in per pallet, Count: 1,000, Delivery: 10-14 Days ARO, Mfr: Med Pride	DAXWELL	F10001279
Pollock Investments DBA Pollock Paper Distributors	300	Cases		\$19.12	\$5,736.00	AMERCARE, 18993ODYSSEY BLUE VINYL GLOVES PF, LARGE, ITEM PACKED 100EA/BX, 10BX/CS	DAXWELL	F10001279
[ALT1] Empire Paper Company	300	Cases		\$19.47	\$5,841.00	SZNGVP9LG1GLOVE,VINYL,PF,LG,10/100	Safety Zone	GVP9-LG-1
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	300	Cases		\$21.50	\$6,450.00	BRAND BID IS HOSPECO (PROWORKS) GLV44FL (SPEC ATTACHED) - 190 CASE MINIMUM ORDER ALL HOSPECO GLOVES COMBINED	DAXWELL	F10001279
[ALT1] Braun Beef Company	300	Cases		\$22.00	\$6,600.00	LARGE-BLUE VINYL UTILITY POWDER FREE GLOV	FoodHandlers	102FHBL16
[ALT1] Liberty Office Products (Liberty Data Products)	300	Cases		\$22.87	\$6,861.00	Empress Large Vinyl Glove Powder Free 10/100cs	Empress	EVPL4003
[ALT1] Pollock Investments DBA Pollock Paper Distributors	300	Cases		\$25.53	\$7,659.00	Blue Heavy-weight Powder Free Vinyl, 100/BX 10BX/CS, LG	SUPPLY SOURCE	GVP9-LG-1C-BL



13	13 LARGE-BLUE VINYL UTILITY POWDER FREE GLOVE									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Daxwell	60	5	5	5	5	5	5	10	100	
Interboro Packaging Corp.	55	5	5	5	5	5	5	10	95	
Pollock Investments DBA Pollock Paper Distributors	50	5	5	5	5	5	5	10	90	
[ALT1] Empire Paper Company									0	SUBMITTED NO SAMPLE
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)									0	SUBMITTED NO SAMPLE
[ALT1] Braun Beef Company	45	5	5	5	5	5	5	10	85	
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
[ALT1] Pollock Investments DBA Pollock Paper Distributors	40	5	5	5	5	5	5	10	80	

14 EXLARGE-BLUE VINYL UTILITY POWDER FREE GLOVE

Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] Daxwell	50	Cases	\$16.07	\$803.50	Vinyl Gloves General Purpose Powder Free EX-Large Clear - Daxwell F10001749 10*100, 1000 per case. Cases per Pallet-120; Request 14-day lead-time from receipt of purchase order.	Daxwell	F10001749
Interboro Packaging Corp.	50	Cases	\$18.90	\$945.00	Med Pride-XL-VPFG, As per sample #14, Approx. 100 cases in per pallet, Count 1,000, Delivery: 10-14 Days ARO, Mfr: Med Pride	DAXWELL	F10001308
Pollock Investments DBA Pollock Paper Distributors	50	Cases	\$19.12	\$956.00	AMERCARE, 18994ODYSSEY BLUE VINYL GLOVES PF, X-LARGE, ITEM APCKED 100EA/BX, 10BX/CS	DAXWELL	F10001308
[ALT1] Empire Paper Company	50	Cases	\$19.47	\$973.50	SZNGVP9XL1 GLOVE, VINYL, PF, XL, 10/100	Safety Zone	GVP9-XL-1
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)	50	Cases	\$21.50	\$1,075.00	BRAND BID IS HOSPECO (PROWORKS) GLV44FXX (SPEC ATTACHED) - 190 CASE MINIMUM ORDER ALL HOSPECO GLOVES COMBINED	DAXWELL	F10001308
[ALT1] Braun Beef Company	50	Cases	\$22.00	\$1,100.00	EXLARGE-BLUE VINYL UTILITY POWDER FREE GLOVE	FoodHandler	102GHBL18
Liberty Office Products (Liberty Data Products)	50	Cases	\$22.87	\$1,143.50		DAXWELL	F10001308
[ALT1] Liberty Office Products (Liberty Data Products)	50	Cases	\$22.87	\$1,143.50	Empress X-Large Vinyl Glove Powder Free 10/100cs	Empress	EVPFXL4004
[ALT1] Pollock Investments DBA Pollock Paper Distributors	50	Cases	\$25.53	\$1,276.50	Blue Heavy-weight Powder Free Vinyl, 100/BX 10BX/CS, XL	SUPPLY SOURCE	GVP9-XL-1C-BL



14	EXLARGE-BLUE VINYL UTILITY POWDER FREE GLOVE									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Dax well	60	5	5	5	5	5	5	10	100	
Interboro Packaging Corp.	55	5	5	5	5	5	5	10	95	
Pollock Investments DBA Pollock Paper Distributors	50	5	5	5	5	5	5	10	90	
[ALT1] Empire Paper Company									0	SUBMITTED NO SAMPLE
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)									0	SUBMITTED NO SAMPLE
[ALT1] Braun Beef Company	45	5	5	5	5	5	5	10	85	
Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
[ALT1] Pollock Investments DBA Pollock Paper Distributors	40	5	5	5	5	5	5	10	80	

15 PLASTIC SOUFFLE CUP

Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Daxwell	200	Cases	\$16.17	\$3,234.00	Request 14-day lead-time from receipt of purchase order. Cases per Pallet-66	DAXWELL	E10002024
[ALT2] Pollock Investments DBA Pollock Paper Distributors	200	Cases	\$20.02	\$4,004.00	PCP200CPORTION CUP,2 OZ, PP, TRANSLUCENT, ITEM PACKED 2500EA/CS	AMERCARE	PCP200C
[ALT1] Liberty Office Products (Liberty Data Products)	200	Cases	\$20.42	\$4,084.00	Plastic Portion Cup 2oz Clear 50/50cs	Empress	EPC200
AR UNLIMITED SUPPLY	200	Cases	\$23.00	\$4,600.00		DAXWELL	E10002024
[ALT1] Empire Paper Company	200	Cases	\$25.39	\$5,078.00	LOLFPP200PPCUP,PLAS,PORTN,2.0OZ,CR,50/50	Karat	FPP200PP
Pollock Investments DBA Pollock Paper Distributors	200	Cases	\$25.50	\$5,100.00	DART, 200PC 2OZ TRANSL PORTION CUP, ITEM PACKED 2500EA/CS	DAXWELL	E10002024
[ALT1] Pollock Investments DBA Pollock Paper Distributors	200	Cases	\$25.53	\$5,106.00	DART, P200N 2OZ TRANSL PLAST SOUFFLE CUP, ITEM PACKED 2500EA/CS	DART	P200N
[ALT1] Sysco West Texas	208	Cases	\$29.07	\$6,046.56	779023912 / 200CTSYS RELCUP PLAS PRTN TRANS 2OZPACTIV LLCYS200SYSMINIMUM = 36 CASES / LEAD TIME = 30 DAYS	PACTIV LLC	YS200SYS



15										
PLASTIC SOUFFLE CUP										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Daxwell	60	5	5	5	5	5	5	10	100	
[ALT2] Pollock Investments DBA Pollock Paper Distributors	55	5	5	5	5	5	5	10	95	
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
AR UNLIMITED SUPPLY	50	5	5	5	5	5	5	10	90	
[ALT1] Empire Paper Company									0	SUBMITTED NO SAMPLE
Pollock Investments DBA Pollock Paper Distributors									0	SUBMITTED NO SAMPLE
[ALT1] Pollock Investments DBA Pollock Paper Distributors									0	SUBMITTED NO SAMPLE
[ALT1] Sysco West Texas	45	5	5	5	5	5	5	10	85	

16 PLASTIC SOUFFLE LID										
Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #			
Daxwell	100	Cases	\$15.20	\$1,520.00	Request 14-day lead-time from receipt of purchase order. Cases per Pallet-60	DAXWELL	E10004472			
[ALT1] Pollock Investments DBA Pollock Paper Distributors	100	Cases	\$18.02	\$1,802.00	LID, PET, 1.5/2/2.5 OZ, CLR, ITEM PACKED 2500EA/CS	AMERCARE	PCLT2			
[ALT1] Liberty Office Products (Liberty Data Products)	100	Cases	\$20.09	\$2,009.00	Lid for 2oz Plastic Portion Cup 50/50cs	Empress	EPLCID2			
AR UNLIMITED SUPPLY	100	Cases	\$22.00	\$2,200.00		DAXWELL	E10004472			
[ALT1] Empire Paper Company	100	Cases	\$22.67	\$2,267.00	LOLFPP200PETLID,PORTN,1-2OZ,PET,CR,2500/CS	Karat	FPPL200PET			
[ALT1] Sysco West Texas	100	104ases	\$23.10	\$2,310.00	779079524 / 100CTSYS IMPLID PLAS CLR F/1.5-2.5OZ PRTNPACTIV LLCYLS2FRSYSMINIMUM = 33 CASES / LEAD TIME = 30 DAYS	PACTIV LLC	YLS2FRSYS			
Pollock Investments DBA Pollock Paper Distributors	100	Cases	\$24.42	\$2,442.00	DART, PL200N CLR LID F/2OZ PORTION CUP, ITEM PACKED 2500 EA/CS	DAXWELL	E10004472			

16										
PLASTIC SOUFFLE LID										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Daxwell	60	5	5	5	5	5	5	10	100	
[ALT1] Pollock Investments DBA Pollock Paper Distributors	55	5	5	5	5	5	5	10	95	
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
AR UNLIMITED SUPPLY	50	5	5	5	5	5	5	10	90	
[ALT1] Empire Paper Company									0	SUBMITTED NO SAMPLE
[ALT1] Sysco West Texas	45	5	5	5	5	5	5	10	85	
Pollock Investments DBA Pollock Paper Distributors									0	SUBMITTED NO SAMPLE



17 #200 FOOD TRAYS

Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Wallace Packaging, LLC	500	Cases	\$22.00	\$11,000.00	SQP #8702, 4/250 ct, No Minimums, 70 cases per pallet, 5 day Lead Time	SQP	8702
[ALT1] MYECOPLANET, LLC	500	Cases	\$23.50	\$11,750.00	#200 FOOD TRAYS PAPER RED PLAID Minimum order 2 pallets See link for product spec's http://myecoplanet.com/product/mep-ft-200-red-check-200-2-lb-red-check-paper-food-tray-1000-ct/	MYECOPLANET	MEP-FT200R
MYECOPLANET, LLC	500	Cases	\$23.92	\$11,960.00	Minimum order 70 cases https://myecoplanet.com/paper-food-trays/	SQP	8702
[ALT1] Liberty Office Products (Liberty Data Products)	500	Cases	\$25.37	\$12,685.00	2lb Red Plaid Food Tray 4/250cs	Empress	EFT200
Pollock Investments DBA Pollock Paper Distributors	500	Cases	\$25.85	\$12,925.00	SOUTHERN CHAMPION, 0417 #200 2# RED CHECKED SBS FOOD TRAY, ITEM PACKED 1000EA/CS	SQP	8702
AR UNLIMITED SUPPLY	500	Cases	\$27.00	\$13,500.00	Food Tray #200 Red plaid	SQP	8702
[ALT1] AR UNLIMITED SUPPLY	500	Cases	\$27.00	\$13,500.00	#200 FOOD TRAYS - Kraft 19984654 / 250CTS SYS RELTRAY FOOD PAPER RED PLAID 2LB PACTIV LLC D2TBWREL MINIMUM = 36 CASES / LEAD TIME = 30 DAYS	Crown	PTK-1
[ALT1] Sysco West Texas	500	Cases	\$31.32	\$15,660.00		PACTIV LLC	D2TBWREL
[ALT1] Empire Paper Company	500	Cases	\$37.81	\$18,905.00	RJSEFT200TRAY, PPR, RD CHK, EMP, 2LB, 1M/CS	Empress	EFT200

17 17 #200 FOOD TRAYS

Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
Wallace Packaging, LLC	60	5	5	5	5	5	5	10	100	
[ALT1] MYECOPLANET, LLC									0	SUBMITTED NO SAMPLE
MYECOPLANET, LLC									0	SUBMITTED NO SAMPLE
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
Pollock Investments DBA Pollock Paper Distributors									0	DISQUALIFIED- WRONG SIZE #250
AR UNLIMITED SUPPLY	55	5	5	5	5	5	5	10	95	
[ALT1] AR UNLIMITED SUPPLY	50	5	5	5	5	5	5	10	90	
[ALT1] Sysco West Texas	45	5	5	5	5	5	5	10	85	
[ALT1] Empire Paper Company	40	5	5	5	5	5	5	10	80	



18 #300 FOOD TRAYS

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] MYECOPLANET, LLC	200	Cases		\$18.60	\$3,720.00	#300 FOOD TRAYS PAPER RED PLAID See link for product spec's Minimum order 2 pallets. Mix pallets available https://myecoplanet.com/product/mep-pft-0425-300-3-lb-red-check-paper-food-tray-500-ct/	MYECOPLANET	MEP-FT300R
MYECOPLANET, LLC	200	Cases		\$18.69	\$3,738.00	Minimum order 90 cases https://myecoplanet.com/paper-food-trays/ SQP #8703, 2/250 ct, No Minimums, 80 cases pallet, 5 day Lead Time	SQP	8703
Wallace Packaging, LLC	200	Cases		\$19.00	\$3,800.00		SQP	8703
Pollock Investments DBA Pollock Paper Distributors	200	Cases		\$19.24	\$3,848.00	SOUTHERN CHAMPION, 0425 #300 3# RED CHECKED SBS FOOD TRAY, ITEM PACKED 500EA/CS	SQP	8703
[ALT1] Liberty Office Products (Liberty Data Products)	200	Cases		\$19.96	\$3,992.00	3lb Red Plaid Food Tray 2/250cs	Empress	EFT300
AR UNLIMITED SUPPLY	200	Cases		\$25.00	\$5,000.00	Food Tray #300 Red Plaid	SQP	8703
[ALT1] AR UNLIMITED SUPPLY	200	Cases		\$25.00	\$5,000.00	#300 FOOD TRAYS- Kraft	Crown	PIRP-2
[ALT1] Empire Paper Company	200	Cases		\$26.19	\$5,238.00	RJSEFT300TRAY,PPR,RD CHK,EMP,3LB,500/CS 19984772 / 250CTS SYS RELTRAY FOOD PAPER RED PLAID 3LBPACTIV LLC D3TBWRELMINIMUM = 50 CASES / LEAD	Empress	EFT300
[ALT1] Sysco West Texas	400	Cases		\$25.51	\$10,204.00	TIME = 30 DAYS	PACTIV LLC	D3TBWREL

18 #300 FOOD TRAYS										
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] MYECOPLANET, LLC									0	SUBMITTED NO SAMPLE
MYECOPLANET, LLC									0	SUBMITTED NO SAMPLE
Wallace Packaging, LLC	60	5	5	5	5	5	5	10	100	
Pollock Investments DBA Pollock Paper Distributors									0	SUBMITTED NO SAMPLE
[ALT1] Liberty Office Products (Liberty Data Products)									0	SUBMITTED NO SAMPLE
AR UNLIMITED SUPPLY	55	5	5	5	5	5	5	10	95	
[ALT1] AR UNLIMITED SUPPLY	50	5	5	5	5	5	5	10	90	
[ALT1] Empire Paper Company	45	5	5	5	5	5	5	10	85	
[ALT1] Sysco West Texas	40	5	5	5	5	5	5	10	80	

19 1 LB. ALUMINUM FOIL PAN

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
[ALT1] Braun Beef Company	175	Cases		\$60.93	\$10,662.75	1 lb oblong pan (1000 ct)	Western Plastic	5705
Pollock Investments DBA Pollock Paper Distributors	175	Cases		\$89.45	\$15,653.75		HFA	2059-30-1000
Liberty Office Products (Liberty Data Products)	175	Cases		\$98.49	\$17,235.75		HFA	2059-30-1000
[ALT1] Pollock Investments DBA Pollock Paper Distributors	175	Cases		\$121.69	\$21,295.75	1 Lb. Oblong Aluminum Container, ITEM PACKED 1200EA/CS	PACTIV	Y70530
Empire Paper Company	175	Cases		\$195.03	\$34,130.25		HFA	2059-30-1000



19	1 LB. ALUMINUM FOIL PAN									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Braun Beef Company									0	SUBMITTED NO SAMPLE
Pollock Investments DBA Pollock Paper Distributors	60	5	5	5	5	5	5	10	100	
Liberty Office Products (Liberty Data Products)	55	5	5	5	5	5	5	10	95	
[ALT1] Pollock Investments DBA Pollock Paper Distributors	50	5	5	5	5	5	5	10	90	
Empire Paper Company	45	5	5	5	5	5	5	10	85	

20 1 LB. LID									
Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description			Manufacturer	Manufacturer #
[ALT1] Braun Beef Company	175	Cases	\$24.74	\$4,329.50	1 lb Board Lid (1000 ct)			Western Plastic	5705L
Liberty Office Products (Liberty Data Products)	175	Cases	\$32.54	\$5,694.50				HFA	2059L1000
[ALT1] Pollock Investments DBA Pollock Paper Distributors	175	Cases	\$36.81	\$6,441.75	Foil Laminated Board Lid Cover For 705 Containers, ITEM PACKED 1000EA/CS			PACTIV	L705
Pollock Investments DBA Pollock Paper Distributors	175	Cases	\$41.63	\$7,285.25				HFA	2059L1000
Empire Paper Company	175	Cases	\$67.39	\$11,793.25				HFA	2059L1000

20	1 LB. LID									
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
[ALT1] Braun Beef Company									0	SUBMITTED NO SAMPLE
Liberty Office Products (Liberty Data Products)	60	5	5	5	5	5	5	10	100	
[ALT1] Pollock Investments DBA Pollock Paper Distributors	55	5	5	5	5	5	5	10	95	
Pollock Investments DBA Pollock Paper Distributors	50	5	5	5	5	5	5	10	90	
Empire Paper Company	45	5	5	5	5	5	5	10	85	



21 5-COMPARTMENT DISPOSABLE TRAYS (FOAM)

Supplier	QTY	UOM	Estimated Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
Sysco West Texas	6000	Cases	\$21.28	\$127,680.00	MINIMUM = 325 CASES / LEAD TIME = 30 DAYS	Pactiv	YTHB-0500
LA Foods	6000	Cases	\$21.60	\$129,600.00		Pactiv	YTHB-0500
Pollock Investments DBA Pollock Paper Distributors	6000	Cases	\$23.04	\$138,240.00		Pactiv	YTHB-0500
[ALT1] MYECOPLANET, LLC	6000	Cases	\$25.47	\$152,820.00	5-COMPARTMENT DISPOSABLE TRAYS (FOAM) https://www.genpak.com/products/10500/	GENPAK	10500
[ALT1] AR UNLIMITED SUPPLY	6000	Cases	\$28.62	\$171,720.00	5-COMPARTMENT DISPOSABLE TRAYS (FOAM)- White Wallace #STER-5, 500 ct, No Minimums, 36 cases per pallet, 5 day	Reyma	SLT-5
Wallace Packaging, LLC	6000	Cases	\$31.00	\$186,000.00	Lead Time	Pactiv	YTHB-0500
AR UNLIMITED SUPPLY	6000	Cases	\$31.47	\$188,820.00	Reyma -Black	Pactiv	YTHB-0500
Liberty Office Products (Liberty Data Products)	6000	Cases	\$32.52	\$195,120.00	These are Black 5 Compartment Trays	Pactiv	YTHB-0500
[ALT2] AR UNLIMITED SUPPLY	6000	Cases	\$34.00	\$204,000.00	5-COMPARTMENT DISPOSABLE TRAYS - Molded Fiber	Crown	MF5-500
Empire Paper Company	6000	Cases	\$35.30	\$211,800.00		Pactiv	YTHB-0500

21	5-COMPARTMENT DISPOSABLE TRAYS (FOAM)									Additional Information
Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	
Sysco West Texas	60	5	5	5	5	5	5	10	100	
LA Foods	55	5	5	5	5	5	5	10	95	
Pollock Investments DBA Pollock Paper Distributors	50	5	5	5	5	5	5	10	90	
[ALT1] MYECOPLANET, LLC									0	SUBMITTED NO SAMPLE
[ALT1] AR UNLIMITED SUPPLY	45	5	5	5	5	5	5	10	85	
Wallace Packaging, LLC									0	SUBMITTED NO SAMPLE
AR UNLIMITED SUPPLY	40	5	5	5	5	5	5	10	80	
Liberty Office Products (Liberty Data Products)	35	5	5	5	5	5	5	10	75	
[ALT2] AR UNLIMITED SUPPLY	30	5	5	5	5	5	5	10	70	
Empire Paper Company	25	5	5	5	5	5	5	10	65	

RFP #24-25 Supplemental Digital Literacy Tool Grades Kindergarten-8

- Purpose:** The Ector County Independent School District (ECISD) is seeking proposals for a digital literacy platform to supplement our core curriculum, Houghton Mifflin Harcourt and Pearson SAVVAS, and which is aligned to Texas State Standards. The digital literacy platform is designed to provide individualized support to students, ensuring all learners meet or exceed reading proficiency on Texas State Standards and become engaged, active readers. The RFP will be for the 2024-2025 school year. The proposal should include online digital literacy tools, assessments, and professional learning support.
- Background Information:** Curriculum Associates proposes the web-based i-Ready Assessment and Personalized Instruction (i-Ready) in response to ECISD’s need for a digital literacy platform to supplement core curriculum. With i-Ready, ECISD will benefit from intuitive data integrated with district applications via SSO, connected instruction, and service to support its outcome-based approach.
- Cost: \$248,000**
Outcomes-Based Contracting - The total cost for professional learning is \$125,000 for 57 days supplied by the provider plus \$123,000 for the Teacher Toolbox resources
- Funding Source:** Title 1 Funds
- Recommended Supplier/ Service Provider:** Curriculum Associates LLC

Board Approval

Date



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS
 RFP # 24-25 Supplemental Digital Literacy Tool Grades K-8
SCORE SHEET
 Closed: April 25, 2024 1:00PM

Consolidated

Evaluator	Suppliers					
	Age of Learning	Amira Learning	Curriculum Associates	MindPlay	MobyMax	The Family Learning Company
Evaluator 1	79	47	97	80	71	60
Evaluator 2	40	37	88	30	60	48
Evaluator 3	40	59	93	77	61	58
Evaluator 4	40	60	95	75	63	55
Evaluator 5	34	28	93	28	34	19
Evaluator 6	35	58	85	38	58	48
Evaluator 7	75	65	100	65	65	60
Evaluator 8	51	43	90	48	68	55
Evaluator 9	80	65	90	65	65	92
Evaluator 10	25	23	91	20	59	23
Evaluator 11	10	40	85	40	40	40
Evaluator 12	51	39	88	36	45	46
Evaluator 13	50	45	99	35	60	40
Total	610	609	1194	637	749	644
Average	47	47	92	49	58	50



NEW TECH NETWORK CONTRACT – Gale Pond Alamo

Purpose: Expand the New Tech Network (NTN) pipeline with the addition of Gale Pond Alamo as the elementary NTN site equipping students with NTN’s high demand workforce skills: knowledge and thinking, oral communication, written communication, collaboration, and agency all accomplished through project-based learning. This contract meets the requirements for Gale Pond Alamo to be considered as a member of the New Tech Network.

Background Info: ECISD opened New Tech Odessa High School in 2011 focusing on the all-academic model designed to equip students with 21st century skills. With the passing of the Bond, a New Tech Network middle school is slated to launch in August 2026. Gale Pond Alamo 5th graders will be the first group of students to feed into the New Tech Network middle school in the current New Tech Odessa facility, making New Tech Odessa a 6-12th grade New Tech Network program. This will make ECISD the only Pk-12 New Tech Network pipeline in Texas.

Cost: Total \$221,756

2024-2025: \$85,180

2025-2026: \$76,988

2026-2027: \$59,588

Funding Source: 199-21-6299-00-858-99

Recommended Service Provider: New Tech Network

Authority Reference: Sole Source

Board Approval

Date

Jieun Pando

Ector County ISD Director of School Nutrition
(432) 456-9741
1120 W 10th St Odessa, TX
Odessa, TX 79763
Jieun.Pando@ectorcountyisd.org



RFP# Bid 24-23SN Addendum 2 Replacement of Existing Refrigerator Equipment from Cooler to Freezer Conversion

- **Purpose:** The School Nutrition Department is planning to convert the existing SN Warehouse cooler to a freezer to increase the storage area for frozen food items.
- **Background Info:** The cooler-to-freezer conversion project will allow the School Nutrition department to host additional frozen food items. This will provide food cost savings and menu item security during supply chain shortages.
- **Cost:** \$215,045.30 Estimated
- **Funding Source:** Federal Funds
- **Recommended Supplier/Service Provider:**
West Texas Refrigeration

Board Approval

Date



Dr. Jieun Pando

Ector County ISD Director of School Nutrition
(432) 456-9741
1120 W 10th St Odessa, TX
Odessa, TX 79763
Jieun.Pando@ectorcountyisd.org



IFB#Bid 24-18SN Addendum 1 – Bread Delivery Items

- **Purpose:** The School Nutrition Department is seeking delivery services for Bread products to campuses throughout the district for SY 24-25.
- **Background Info:** Grains are a required component for USDA nutrition programs, such as the National School Lunch Program, School Breakfast Program, Child and Adult Care Food Program, and Seamless Summer Option Program. Bread items are credited as grains.
- **Cost:** \$207,563.00 (Estimated)
- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**
Bimbo Bakeries USA

Board Approval

Date



2	Fresh, Hamburger Bun, Whole Grain White, 4", Plain									
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Bimbo Bakeries USA	39400	PACKAGES		\$2.80	\$110,320.00	Item 3447 UPC 7870080021 FS Whole Grain Hamburger Buns 12ct			

2	2	Fresh, Hamburger Bun, Whole Grain White, 4", Plain									
	Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
	Bimbo Bakeries USA	60	5	5	5	5	5	5	10	100	

3	Fresh, Hot Dog Bun, Whole Grain White, Plain									
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Bimbo Bakeries USA	24400	PACKAGES		\$3.82	\$93,208.00	Item 4266 UPC 7870080070 FS Whole Grain Hot Dog Buns 16ct			

3	3	Fresh, Hot Dog Bun, Whole Grain White, Plain									
	Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
	Bimbo Bakeries USA	60	5	5	5	5	5	5	10	100	

4	Fresh, Sandwich Bread									
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
	Bimbo Bakeries USA	1500	PACKAGES		\$2.69	\$4,035.00	Item 3239 UPC 7167301212			

4	4	Fresh, Sandwich Bread									
	Supplier	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Criteria 6	Criteria 7	Criteria 8	Total	Additional Information
	Bimbo Bakeries USA	60	5	5	5	5	5	5	10	100	

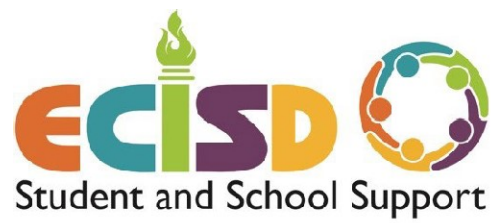


Alicia Syverson

Assistant Superintendent, Student and School Support

(432) 456.0008

alicia.syverson@ectorcountyisd.org



CONTINUATION OF ALTERNATIVE DROPOUT PREVENTION/RECOVERY PROGRAM

Purpose: ESSER funds expire September 30, 2024. This is a request to access remaining ESSER funds to extend the contract with Acceleration Academies through September 30, 2024. This will allow Acceleration Academies to continue to provide a high quality and high impact program that targets dropout prevention and dropout recovery of students who are under 21 years of age and have not graduated from High School. It is the district's continued expectation that eligible students receive academic services sufficient to re-engage them in regular learning which will support students to meet District graduation requirements.

Background Info: ECISD has partnered with Acceleration Academies since July 27, 2021 to recover students who have dropped out of school and provide an alternative for students who need credit recovery and are at risk of dropping out of school.

Cost: \$205,000

Funding Source: Federal Funds - ESSER III 282

Recommended Service Provider: Acceleration Academies
Single Bidder

Authority Reference: RFP 21-31

Board Approval

Date

OUR students...THE future

Jieun Pando

Ector County ISD Director of School Nutrition
(432) 456-9741
1120 W 10th St Odessa, TX
Odessa, TX 79763
Jieun.Pando@ectorcountyisd.org



Renewal of RFP# Bid 22-25SN – (Renewal Contract) Food Service Apparel and Facility Items Rental Service

- **Purpose:** The School Nutrition Department is seeking rental services for towels, apparel, and mats for kitchens throughout the district for SY24-25.
- **Background Info:** The School Nutrition Department's priority is keeping the kitchens clean and safe. The vendor will provide clean towels and apparel needed for daily kitchen operations. The vendor will also keep the kitchen mats clean and provide wet rugs around wet work areas to help prevent slips and falls.

Cost: \$75,000 Estimated

- **Funding Source:** Federal Funds 240
- **Recommended Supplier/Service Provider:**
Aramark

Board Approval

Date





Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF 2023-2024 BUDGET AMENDMENT # 8

DATE: May 21, 2024

Attached is a summary of the recommended Budget Amendment # 8 for the 2023-2024 budget. These are changes in estimated budgeted funds to fund items as noted on attached.

Administrative Recommendation:

Approval of 2023-2024 Budget Amendment # 8



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 AMENDED BUDGET - FUNCTION AND OBJECT
 GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS
 FOR THE PERIOD JULY 1, 2023 THRU JUNE 30, 2024
 FISCAL YEAR 2023-2024

	GENERAL FUND				SCHOOL NUTRITION FUND				DEBT SERVICE FUND			
	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #8	AMENDED BUDGET	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #8	AMENDED BUDGET	ORIGINAL BUDGET	ADJUSTED BUDGET	Additions (Deductions) #8	AMENDED BUDGET
	7/1/2023	03/30/2024		05/31/2024	7/1/2023	3/30/2024		5/31/2024	7/1/2023	3/30/2024		5/31/2024
REVENUES												
5700 Local and Intermediate	\$ 169,500,000	\$ 148,763,581	\$ (620,936)	\$ 148,142,645	\$ 675,320	\$ 675,320	\$ 160,000	\$ 835,320	\$ 46,118,500	\$ 46,696,768	\$ (1,683,768)	\$ 45,013,000
5800 State	156,203,451	181,405,286	5,714,462	187,119,748	430,300	430,300	-	430,300	401,500	401,500	870,418	1,271,918
5900 Federal	6,000,000	6,000,000	(2,010,000)	3,990,000	16,958,658	19,050,738	-	19,050,738	-	-	-	-
Total - All Revenues	331,703,451	336,168,867	3,083,526	339,252,393	18,064,278	20,156,358	-	20,316,358	46,520,000	47,098,268	(813,350)	46,284,918
APPROPRIATIONS by FUNCTION												
11 Instruction	202,095,977	203,689,122	(595,250)	203,093,872	-	-	-	-	-	-	-	-
12 Instructional Resources and Media Services	2,159,943	2,177,703	(6,000)	2,171,703	-	-	-	-	-	-	-	-
13 Curriculum and Staff Development	8,719,086	7,870,102	(148,693)	7,721,409	-	-	-	-	-	-	-	-
21 Instructional Leadership	5,656,651	5,624,168	(115,000)	5,509,168	-	-	-	-	-	-	-	-
23 School Leadership	21,539,711	23,059,821	560,557	23,620,378	-	-	-	-	-	-	-	-
31 Guidance, Counseling and Evaluation Services	13,981,624	14,349,931	1,500,000	15,849,931	-	-	-	-	-	-	-	-
32 Social Work Services	1,811,527	1,812,487	(80,000)	1,732,487	-	-	-	-	-	-	-	-
33 Health Services	3,254,406	3,288,406	-	3,288,406	-	-	-	-	-	-	-	-
34 Student Transportation	10,125,228	11,857,924	(5,000)	11,852,924	-	-	-	-	-	-	-	-
35 Food Services	-	-	-	-	18,064,278	23,513,199	-	23,513,199	-	-	-	-
36 Co/Extra Curricular Activities	8,162,823	8,234,311	-	8,234,311	-	-	-	-	-	-	-	-
41 General Administration	9,030,571	9,304,580	-	9,304,580	-	-	-	-	-	-	-	-
51 Plant Maintenance and Operations	38,015,291	41,194,697	341,350	41,536,047	-	-	-	-	-	-	-	-
52 Security and Monitoring Services	3,787,609	6,201,921	-	6,201,921	-	-	-	-	-	-	-	-
53 Data Processing Services	10,822,562	9,516,923	200,907	9,717,830	-	-	-	-	-	-	-	-
61 Community Services	1,558,309	1,687,492	(10,000)	1,677,492	-	-	-	-	-	-	-	-
71 Debt Services	1,294,300	1,385,300	-	1,385,300	-	-	-	-	46,520,000	50,126,250	(2,450,625)	47,675,625
81 Facilities Acquisition and Construction	1,500,000	12,038,653	3,221,193	15,259,846	-	-	-	-	-	-	-	-
99 Intergovernmental Charges	2,132,882	2,132,882	-	2,132,882	-	-	-	-	-	-	-	-
Total - All Appropriations	345,648,500	365,426,423	4,864,064	370,290,487	18,064,278	23,513,199	-	23,513,199	46,520,000	50,126,250	(2,450,625)	47,675,625
OTHER FINANCING SOURCES/(USES)												
7000 Other Financing Sources	550,000	550,000	-	550,000	-	-	-	-	-	26,507,000	-	26,507,000
8000 Other Financing (Uses)	(525,000)	(525,000)	-	(525,000)	-	-	-	-	-	(25,365,000)	-	(25,365,000)
Total Other Financing Sources (Uses)	25,000	25,000	-	25,000	-	-	-	-	-	1,142,000	-	1,142,000
Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations	(13,920,049)	(29,232,556)	(1,780,538)	(31,013,094)	-	(3,356,841)	-	(3,196,841)	-	(1,885,982)	1,637,275	(248,707)
Fund Balance Beginning July 1	103,018,472	103,018,472		103,018,472	9,714,340	7,190,505		9,714,340	17,069,309	17,069,309		17,069,309
Fund Balance Ending June 30 (Estimated)	\$ 89,098,423	\$ 73,785,916	\$ (1,780,538)	\$ 72,005,378	\$ 9,714,340	\$ 3,833,664	\$ (1,780,538)	\$ 6,517,499	\$ 17,069,309	\$ 15,183,327	\$ 1,637,275	\$ 16,820,602
APPROPRIATIONS by OBJECT												
6100 Payroll Costs	\$ 256,983,618	\$ 257,655,406	\$ (382,463)	\$ 257,272,943	\$ 8,541,566	\$ 7,541,566	\$ -	\$ 7,541,566	\$ -	\$ -	\$ -	\$ -
6200 Purchased/Contracted Services	51,171,007	55,915,198	(230,567)	55,684,631	134,000	1,669,729	5,651	1,675,380	-	-	-	-
6300 Supplies and Materials	19,889,051	18,969,836	(219,678)	18,750,158	9,260,712	13,389,784	(60,651)	13,329,133	-	-	-	-
6400 Other Operating Expenses	12,644,124	13,456,474	1,733,763	15,190,237	53,000	61,500	55,000	116,500	-	-	-	-
6500 Debt Service	1,294,300	1,385,300	-	1,385,300	-	-	-	-	46,520,000	50,126,250	(2,450,625)	47,675,625
6600 Capital Outlay	3,666,400	18,044,209	3,963,009	22,007,218	75,000	850,620	-	850,620	-	-	-	-
Total - All Appropriations	\$ 345,648,500	\$ 365,426,423	\$ 4,864,064	\$ 370,290,487	\$ 18,064,278	\$ 23,513,199	\$ -	\$ 23,513,199	\$ 46,520,000	\$ 50,126,250	\$ (2,450,625)	\$ 47,675,625

Ector County ISD
 Finance Department
 Budget Amendment
 Requests to be Appropriated
 2023/2024

8

FISCAL YEAR 2023-2024



Description	Requestor	Amount
GENERAL FUND		
The following will result in a decrease to fund balance.		
Anticipated Current Tax Revenue Not Received		\$ 4,250,000
SHARS Revenue		1,800,000
Anticipated Delinquent Tax Revenue and Penalty & Interest Not Received		750,000
Various Other Miscellaneous Revenues (Pre-k Tuition, Athletic Activity, Alternative Certification)		750,000
Available School Funding Allotment		315,834
E-Rate Revenue		210,000
		\$ 8,075,834
The following will result in no change to fund balance.		
Grow Odessa Donation of Land for Career Tech Center		\$ (2,843,000)
Career Tech Center Land Value		\$ 2,843,000
Holdsworth Leadership Training Donation		\$ (1,700,557)
Travel for Leadership Training		\$ 1,700,557
State contribution of TRS on behalf		\$ 265,000
TRS on behalf expenditure		\$ (265,000)
FMH Foundation Donation		\$ (197,750)
Pianos for Fine Arts		\$ 197,750
Permain Football Booster Donation		\$ (160,500)
Permian Indoor Facility Turf		\$ 160,500
CDW-G Donation		\$ (110,907)
Dell Chromebooks		\$ 110,907
Education Partnership of the Permian Basin Donation		\$ (75,000)
Oil and Gas Equipment and Curriculum		\$ 75,000
Permain Football Booster Donation		\$ (41,350)
Cover for home and visitor stands		\$ 41,350
		\$ -
The following will result in an increase to fund balance.		
Foundation School Funding Allotment		\$ 6,295,296
		\$ 6,295,296
Net effect to fund balance		\$ (1,780,538)

SCHOOL NUTRITION FUNDS

The following will result in a decrease to fund balance.

\$ -

\$ -

The following will result in no change to fund balance as there is a equal revenue and expenditure component.

None

\$ -

\$ -

The following will result in an increase to fund balance.

\$ -

\$ -

Net effect to fund balance

\$ -

DEBT SERVICE FUND

The following will result in a decrease to fund balance.

Anticipated Current Tax Revenue Not Received

\$ 1,858,500

\$ 1,858,500

The following will result in no change to fund balance as there is a equal revenue and expenditure component.

None

\$ -

\$ -

The following will result in an increase to fund balance.

Interest Expense

\$ 2,450,625

Existing Debt Allotment

\$ 870,418

Interest Earnings

\$ 174,732

\$ 3,495,775

Net effect to fund balance

\$ 1,637,275



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital, and Operations

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2024-2025 ECISD COMPENSATION PLAN

DATE: May 21, 2024

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

The administration recommends not providing a general pay increase for the 2024-2025 School Year.

The plan includes: (a) 2024-2025 Salary Schedule, (b) Schedule of Stipends, and (c) Schedule of Supplemental Pay.

Administrative Recommendation:

Approval of the 2024-2025 ECISD COMPENSATION PLAN



**ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT
COMPENSATION RESOURCE MANUAL
2024-2025**

PROPOSED 5/21/2024

Ector County ISD

2024-2025 New Hire Guide for Teachers, Librarians, and Nurses (RN) \$60,600 starting

Years of Experience	New Hire Salary
0	\$60,600
1	\$60,600
2	\$60,750
3	\$61,050
4	\$61,350
5	\$61,650
6	\$62,150
7	\$62,750
8	\$63,350
9	\$63,650
10	\$63,950
11	\$64,250
12	\$64,650
13	\$65,050
14	\$65,450
15	\$65,850
16	\$66,250
17	\$66,750
18	\$67,150
19	\$67,550
20	\$67,950
21	\$68,350
22	\$69,050
23	\$69,450
24	\$69,850
25	\$70,250
26	\$70,650
27	\$71,050
28	\$71,450
29	\$71,850
30+	\$72,250

The salaries listed above are based on 10-month employment for the 2024-2025 school year. Salary plans are determined on an annual basis and salary advancement is not guaranteed. Pay increases are based on the annual pay raise budget approved by the Board of Trustees.

\$1,500 Master's Degree - General Stipend
\$2,500 Master's Degree - Subject-Area Stipend
\$3,650 Doctorate Degree Stipend

Ector County ISD

2024-2025 New Hire Guide for Teacher with Resident Enhanced Certification \$61,500 starting

Years of Experience	New Hire Salary
0	\$61,500
1	\$62,350
2	\$63,200
3	\$64,050
4	\$64,900
5	\$65,750
6	\$66,600
7	\$67,450
8	\$68,300
9	\$69,150
10	\$70,000
11	\$70,500
12	\$71,000
13	\$71,500
14	\$72,000
15	\$72,500
16	\$73,000
17	\$73,500
18	\$74,000
19	\$74,500
20	\$75,000
21	\$75,500
22	\$76,000
23	\$76,500
24	\$77,000
25	\$77,500
26	\$78,000
27	\$78,500
28	\$79,000
29	\$79,500
30+	\$80,000

The salaries listed above are based on 10-month employment for the 2024-2025 school year. Salary plans are determined on an annual basis and salary advancement is not guaranteed. Pay increases are based on the annual pay raise budget approved by the Board of Trustees.

\$1,500 Master's Degree - General Stipend
\$2,500 Master's Degree - Subject-Area Stipend
\$3,650 Doctorate Degree Stipend

2024-2025 Proposed Administrative Professional Pay Plan

Ector County ISD

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
1			Daily	\$243.38	\$295.00	\$346.63
	Accountant - Finance	227	187 Days	45,512	55,165	64,820
	Accountant - School Nutrition	227	227 Days	55,247	66,965	78,685
	Bookkeeper, Payroll	227				
	Manager - Instructional Material	227				
	Manager - Risk Benefits	227				
	School Nutrition Technology Admin	227				
	Specialist - Communication	227				
	Specialist - Parent/Community Engagement	227				
	Specialist - SAS Homeless	187				
	Specialist - School Nutrition	227				
	Specialist - Social Service	187				
	Specialist - Substitute & Part-Time	227				
2			Daily	\$289.62	\$340.73	\$391.84
	Accountant - Payroll Special Projects	227	187 Days	54,159	63,717	73,274
	Accountant - Special Revenue	227	197 Days	57,055	67,124	77,192
	Adm Review/Dismissal Facilitator	197	207 Days	59,951	70,531	81,111
	Buyer-School Nutrition	227	227 Days	65,744	77,346	88,948
	Communication Specialist - Content Creator	227				
	Coordinator - Child Care	227				
	Coordinator - Community Outreach	207				
	Data Fellow	227				
	Grant Writer	227				
	Guidance Apprentice	187				
	Social Worker	187				
	Specialist - Dropout Prevention	187				
	Specialist - Teen Parent	197				
	Speech Language Pathologist - Assistant	187				
	Staff Auditor	227				
3			Daily	\$324.38	\$381.62	\$438.86
	Accountant - Payroll	227	197 Days	63,903	75,179	86,455
	Administrative Intern	207	207 Days	67,147	78,995	90,844
	Communication Specialist-Bilingual & ESL	227	217 Days	70,390	82,812	95,233
	Counselor - Alt Ed Center	207	227 Days	73,634	86,628	99,621
	Counselor - Elementary & ECC	197				
	Counselor - Elementary, MS & HS SAS	207				
	Counselor - Middle School	207				
	Counselor - Special ED	197				
	Diagnostician (Virtual)	197				

Dietitian	227
Social Worker - Lead	217
Specialist - Behavior	207
Specialist - Communication/Bilingual	227
Specialist - Recruiting	227
Supervisor - COC Grad Lab	227
Supervisor - Business Operation Warehouse	227
Supervisor -Purchasing	

4

Asst Principal - Elementary & EEC	217
Athletics Trainer	207, 217
Coordinator - High School Testing	217
Coordinator - IB Middle Years Programme	207
Coordinator - IB Primary Years Programme	207
Coordinator - Post-Secondary Advising & Assessment	217
Counselor - Career & Tech	217
Counselor - Choice High Schools	217
Counselor - High School	217
Counselor - TRAC	217
Dean of Students - Secondary	207
Diagnostician	197, 227
LSSP Intern	197
Speech Language Pathologist (Virtual)	187
Speech Language Pathologist - Intern	187
Supervisor - ATC-G Campus	207

Daily	\$330.58	\$400.70	\$470.82
187 Days	61,818	74,931	88,043
197 Days	65,124	78,938	92,752
207 Days	68,430	82,945	97,460
217 Days	71,736	86,952	102,168
227 Days	75,042	90,959	106,876

5

Asst Principal - Alt Center & Middle School	217
Coordinator - Advanced Academics	227
Coordinator - Autism	227
Coordinator - AVID	227
Coordinator - Benefits	227
Coordinator - Bilingual	227
Coordinator - Blended Learning	227
Coordinator - Digital Learning	227
Coordinator - ELAR	227
Coordinator - ESL	227
Coordinator - Fine Arts	227
Coordinator - International Teacher	227
Coordinator - Lang Other Than English	227
Coordinator - Math	227
Coordinator - MTSS	227
Coordinator - Science	227
Coordinator - Social Studies	227
Coordinator - Social & Emotional Learning	227

Daily	\$347.11	\$420.74	\$494.37
187 Days	64,910	78,678	92,447
197 Days	68,381	82,886	97,391
217 Days	75,323	91,301	107,278
227 Days	78,794	95,508	112,222

Coordinator - State Assessment	227
Coordinator - Talent Development	227
Coordinator - Teen Pregnancy Service	227
Dean of Students - NTO	217
Director - District Data Analytics	227
Director - Choral High School	197
Director - Mariachi High School	197
Director - Orchestra High School	197
LSSP	197
Occupational Therapist	197
Physical Therapist	197
Principal Intern	227
Specialist - Energy Education	227
Speech Language Pathologist	187, 227

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Asst Director - Finance	227
Asst Director - School Nutrition	227
Asst Principal - High School	217, 227
Dean - Career & Tech Education	227
Chief of Staff	227
Director - Advanced Academic Services	227
Director - Assessments & Accountability	227
Director - Athletics	227
Director - Attendance	227
Director - Band High School	217
Director - Bilingual	227
Director - CCMR & Post Secondary Ed	227
Director - Community Support Services	227
Director - District AVID	227
Director - Dual Credit Development	227
Director - Early Childhood Education	227
Director - Guidance & Counseling	227
Director - Health Services	227
Director - Leadership	227
Director - Postiion Control	227
Director - Research & Evaluation	227
Director - Steam Initiative and Special Projects	227
Internal Auditor	227
Supervisor - Accounting	227
Supervisor - Dyslexia	227
Supervisor - Special Ed Behavior	227
Supervisor - Special Ed	227

Daily	\$367.93	\$445.98	\$524.03
217 Days	79,841	96,778	113,715
227 Days	83,520	101,237	118,955

7

Associate Principal - High School	227
Director - Administrative Services	227

Daily	\$390.01	\$472.74	\$555.47
227 Days	88,532	107,312	126,092

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Director - Construction	227
Director - Energy/Custodial Operations	227
Director - Facilities	227
Director - Purchasing	227
Director - RDSPD	227
Director - School Nutrition	227
Director - Transportation	227
Principal - Early Education Center	227
Principal - Elementary	227

8

Coordinator/Head Football Coach	227
Director - Benefits/Risk Management	227
Director - District Operations	227
Director - Federal and State Programs	227
Director - Human Resources	227
Director - Payroll	227
Director - Planning & School Choice	227
Director - Professional Learning	227
Director - Talent Development	227
Principal - Alter Center	227
Principal - Choice High School	227
Principal - Middle School	227
Principal - New Tech High School	227

Daily	\$425.11	\$515.29	\$605.47
227 Days	96,500	116,971	137,442

9

Exec Director - BIL/ESL/Migrant	227
Exec Director - Career & Tech Ed	227
Exec Director - Choice Programs/Access/Support	227
Exec Director - Curriculum & Instruction	227
Exec Director - Development Office	227
Exec Director - Fine Arts	227
Exec Director - Special Services	227
Principal - High School	227

Daily	\$463.38	\$561.67	\$659.96
227 Days	105,200	128,000	150,800

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Chief Communications Officer	227
Chief Technology Officer	227
Exec Director - Accountability & School Improvement	227
Exec Director - Athletics	227
Exec Director - District Operations	227
Exec Director - Finance, Budget & Accounting	227
Exec Director - Guidance/Counseling/Wellness	227
Exec Director - Human Resources	227
Exec Director - Leadership	227
Exec Director - Talent Development	227

Daily	\$542.15	\$657.15	\$772.15
227 Days	123,068	149,173	175,278

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Associate Supt - Curriculum & Instruction	227
Associate Supt - Athletics/Human Capital/Operations	227
Associate Supt - Student & School Support	227
Chief Financial Officer	227
Chief of Schools	227

Daily	\$650.58	\$788.58	\$926.58
227 Days	147,682	179,008	210,334

2024-2025 Proposed Technology Pay Plan

Ector County ISD

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum		
1	Technician - Computer	227	Hourly	\$21.92	\$26.25	\$30.58	
			227 Days	39,807	47,670	55,533	
2	Technician - Computer (High School)	227	Hourly	\$23.35	\$27.96	\$32.57	
			227 Days	42,404	50,775	59,147	
			Technician - Help Desk	227			
			Trainer Technician - Information Systems	227			
3	Senior Technician - Help Desk	227	Hourly	\$26.85	\$32.15	\$37.45	
			227 Days	48,760	58,384	68,009	
			Technician - Data Network	227			
4	Specialist - Inventory	227	Daily	\$230.87	\$276.49	\$322.11	
			227 Days	52,407	62,763	73,119	
			Specialist - PEIMS	227			
			Specialist - Intergration Support	227			
5	Instructional Analyst - Application	227	Daily	\$272.43	\$326.26	\$380.09	
			227 Days	61,842	74,061	86,280	
			Instructional Analyst - Student Application	227			
			Senior Administrator - Data Network System	227			
			Web Master	227			
6	Administrator - G Suite	227	Daily	\$302.40	\$362.15	\$421.90	
			227 Days	68,645	82,208	95,771	
			Administrator - System	227			
			Manager - Technology Area Support	227			
			Manager - Technology Support	227			
			Manager - WAN Area	227			
			Network Engineer	227			
			Network Specialist	227			
			Senior Analyst - Business	227			
			Senior Analyst - Student	227			
			Senior Analyst - Integration	227			
7	Coordinator - Data	227	Daily	\$331.12	\$396.55	\$461.98	
			227 Days	75,164	90,017	104,869	
			Coordinator - Technology Services	227			
			Senior Administrator - Cybersecurity	227			
			Senior Administrator - System Development	227			
			Senior Administrator - System/Active Director	227			

Senior Coordinator - Data Compliance 227
 Senior Engineer - IT Network 227

8	
Manager - Business Application	227
Manager - Network Hardware	227
Manager - Network Software	227
Manager - Student Application	227

Daily	\$362.57	\$434.22	\$505.87
227 Days	82,303	98,568	114,832

9	
Director - Digital Learning	227
Director - Information Systems	227
Director - Information Technology	227
Director - Technology Services	227

Daily	\$387.96	\$464.62	\$541.28
227 Days	88,067	105,469	122,871

2024-2025 Proposed Police Pay Plan

Ector County ISD

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
1	Telecommunicator I	227	Hourly	\$20.00	\$23.75	\$27.50
			227 Days	36,320	43,130	49,940
2	Telecommunicator II	227	Hourly	\$23.41	\$28.03	\$32.65
			227 Days	42,513	50,902	59,292
3	Police Officer	197 ,227	Hourly	\$30.89	\$37.00	\$43.11
			197 Days	48,683	58,312	67,941
			227 Days	56,096	67,192	78,288
4	Police Corporal	227	Daily	\$261.99	\$313.76	\$365.53
			227 Days	59,472	71,224	82,975
5	Police Sergeant	227	Daily	\$277.71	\$332.59	\$387.47
			227 Days	63,040	75,498	87,956
6	Police Lieutenant	227	Daily	\$297.15	\$355.87	\$414.59
			227 Days	67,453	80,782	94,112
7	Asst Chief of Police	227	Daily	\$329.84	\$395.02	\$460.20
			227 Days	74,874	89,670	104,465
8	Chief Police	227	Daily	\$445.29	\$533.28	\$621.27
			227 Days	101,081	121,055	141,028

2024-2025 Proposed Clerical Support Pay Plan

Ector County ISD

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
2						
			Hourly	\$15.15	\$18.00	\$20.85
	Clerk - ATC	197	187 Days	22,664	26,928	31,192
	Clerk - Audio Visual	187	197 Days	23,876	28,368	32,860
	Clerk - Counselor	207	207 Days	25,088	29,808	34,528
	Clerk - COVID	227	227 Days	27,512	32,688	37,864
	Clerk - Building EEC	207				
	Clerk - High School	207				
	Clerk - Library	187				
	Clerk - Middle School	187				
	Clerk - Office	187, 197, 207				
	Clerk - Special Ed	187				
	Community Liaison - Visiting	187				
	Receptionist/Truancy - High School	227				
3						
			Hourly	\$15.70	\$18.81	\$21.92
	Case Worker	217	187 Days	23,487	28,140	32,792
	Clerk - Athletic	207	197 Days	24,743	29,645	34,546
	Clerk - Building Elementary	197	207 Days	25,999	31,149	36,300
	Clerk - Attendance/PEIMS High School/Choice HS	197	217 Days	27,255	32,654	38,053
	Clerk - Attendance/PEIMS Middle School	197	227 Days	28,511	34,159	39,807
	Clerk - Data Processing Bilingual	227				
	Clerk - Data Processing HS & MS	227				
	Clerk - Diagnostician	197				
	Clerk - Help Desk (IT)	227				
	Clerk - Office/District	227				
	Clerk - Payroll Utility	227				
	Clerk - School of Choice/Student Admissions	227				
	Clerk- Special ED Speech	187,227				
	Clerk - Transitional Learning Center	227				
4						
			Hourly	\$16.41	\$19.65	\$22.89
	Bookkeeper - Middle School	187	187 Days	24,549	29,396	34,243
	Clerk - Autism	227	227 Days	29,801	35,684	41,568
	Clerk - 504/Dyslexia	227				
	Clerk - Campus Payroll	227				
	Clerk - Computer SN	227				
	Clerk - Curriculum	227				
	Clerk - Human Capital	227				
	Clerk - Special Ed PEIMS	227				
	Registrar/PEIMS DAEP	227				
	Registrar/PEIMS NTO	227				

Secretary - ATC

227

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Admin Asst - Director/Bookkeeper	227
Admin Asst - Office	227
Admin Asst - Principal Alt Center	227
Admin Asst - Principal Choice Schools	227
Admin Asst - Principal Elementary & EEC	227
Admin Asst - Principal Middle School	227
Admin Asst - Principal NTO	227
Agent - Fingerprint/Background Enrollment	227
Bookkeeper - High School	217
Bookkeeper - Special Ed	227
Clerk - Inventory Control	227
Registrar/PEIMS High School	227

Hourly	\$17.14	\$20.53	\$23.92
217 Days	29,755	35,640	41,525
227 Days	31,126	37,282	43,439

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Admin Asst - Director	227
Admin Asst - Principal High School	227
Admin Asst - RDSPD	227
Bookkeeper - Account Payable	227
Certification Officer - HR & Talent Development	227
Clerk - Accounting	227
Clerk - Accounts Payable	227
Clerk - Payroll	227
Clerk - Position Control	227
Clerk - Purchasing	227
Clerk - Special Projects	227
Liaison - Records Management	227
Specialist - District Testing	227
Specialist - Purchasing Contract	227

Hourly	\$18.69	\$22.38	\$26.07
227 Days	33,941	40,642	47,343

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Admin Asst - Exec Director	227
Buyer - P-Card Administrator - Purchasing	227
Specialist - Bond Finance	227
Specialist - Child Care	187
Specialist - Health Benefits	227
Specialist - Human Resources	227
Specialist - Payroll	227
Specialist - Title I Fiscal & Program Comp	227

Hourly	\$20.36	\$24.39	\$28.42
187 Days	30,459	36,487	42,516
227 Days	36,974	44,292	51,611

8

Admin Asst - Chief Communications Officer	227
Admin Asst - Chief Technology Officer	227
Admin Asst - Exec Director Human Resources	227
Admin Asst - Exec Director Operations	227

Hourly	\$22.40	\$26.83	\$31.26
227 Days	40,678	48,723	56,768

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Specialist - International Certification 227

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Admin Asst - Associate Supt 227
 Admin Asst - Finance 227
 Specialist - Policy/Procedure/Records 227

Hourly	\$24.64	\$29.51	\$34.38
227 Days	44,746	53,590	62,434

10

Admin Asst - Supt 227
 Specialist - Community Engagement Partnership 227
 Specialist - Student Admissions 227

Hourly	\$27.73	\$33.20	\$38.67
227 Days	50,358	60,291	70,225

2024-2025 Proposed Instructional Support Pay Plan
 Ector County ISD

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
1			Hourly	\$15.15	\$17.75	\$20.35
	Aide - Instructional	187	187 Days	22,664	26,554	30,444
	Aide - Montessori	187				
	Aide - Music	187				
	Aide - Physical Ed	187				
	Aide - Pre K	187				
	Aide - Title 1	187				
2			Hourly	\$15.50	\$18.55	\$21.60
	Aide - Alter Ed	187	187 Days	23,188	27,751	32,314
	Aide - Bilingual/ESL	187	227 Days	28,148	33,687	39,226
	Aide - Bilingual Pre-K	187				
	Aide - Horticulture	227				
	Aide - Sp Ed Inclusion	187				
	Aide - Sp Ed PPCD	187				
	Aide - Sp Ed Speech Therapy	187				
	Child Care Provider	187				
3			Hourly	\$16.20	\$19.38	\$22.56
	Aide- Audio Visual	187	187 Days	24,235	28,992	33,750
	Aide - School Health	187				
	Aide - Sp Ed (SCC)	187				
	Aide - Sp Ed Applied Life Skills	187				
	Aide - Sp Ed Basic Skills	187				
	Aide - Sp Ed Specialized Classroom	187				
	Certified Nurse Asst	187				
4			Hourly	\$16.90	\$20.25	\$23.60
	Aide - Bilingual Tester	187	187 Days	25,282	30,294	35,306
	Aide - Culinary Arts	187				
	Aide - Graphic Design	187				
	Aide - Sp Ed 18+ Program	187				
	Aide - Sp Ed Behavior Support	187				
5			Hourly	\$18.00	\$21.57	\$25.14
	Opportunity Culture - Reach Associate	187	187 Days	26,928	32,269	37,609
6			Hourly	\$20.25	\$24.26	\$28.27
	Aide - Sp Ed Auditory Impaired	187	187 Days	30,294	36,293	42,292
	Instructional Facilitator	187				
	Opportunity Culture -Teacher Resident	187				

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Aide - Sp Ed Auditory Impaired (certified) 187
Licensed Vocational Nurse 187

Hourly	\$22.25	\$26.68	\$31.11
187 Days	33,286	39,913	46,541

8
Occupational Therapist Asst 187
Physical Therapist Asst 187

Hourly	\$31.20	\$37.36	\$43.52
187 Days	46,675	55,891	65,106

2024-2025 Proposed Auxiliary Pay Plan

Ector County ISD

*Annual amounts are based on 8 hours per day.

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
2			Hourly	\$15.15	\$17.75	\$20.35
	Bus Monitor	184	184 Days	22,301	26,128	29,955
	Bus Monitor - Sped	184				
3			Hourly	\$15.50	\$18.55	\$21.60
	Custodian	247	184 Days	22,816	27,306	31,795
	LIFT Monitor	184	247 Days	30,628	36,655	42,682
	Night Watchman	251	251 Days	31,124	37,248	43,373
4			Hourly	\$16.20	\$19.38	\$22.56
	Custodian - Asst Head	247	227 Days	29,419	35,194	40,969
	Groundskeeper	247	247 Days	32,011	38,295	44,579
	Mechanic - Vehicle Lubrication	227				
	Specialist-Campus Safety	227				
	Transportation - Bus Washer	227				
5			Hourly	\$16.90	\$20.25	\$23.60
	Asst - Central Receiving Warehouse	227	227 Days	30,690	37,682	42,857
	Asst - IM Receiving Warehouse	227	247 Days	33,394	40,014	46,634
	Clerk- Mail Carrier	227				
	Custodian - Admin	247				
	Custodian - Head ES	247				
	Custodian - Warehouse	247				
	Technician - Bus Servicer	227				
	Transportation - Tire Servicer	227				
6			Hourly	\$17.75	\$21.26	\$24.77
	Apprentice - Carpenter	247	227 Days	32,234	38,608	44,982
	Apprentice - Electrician	247	247 Days	35,074	42,010	48,946
	Apprentice - Plumber	247				
	Clerk - Parts Room	227				
	Custodian - Head Admin	247				
	Custodian - Head MS	247				
	Technician - Business Operations Warehouse	227				
	Transportation - Bus Repair	227				
7			Hourly	\$18.65	\$22.33	\$26.01
	Caretaker - AG Farm	227	227 Days	33,868	40,551	47,234
	Caretaker - Stadium	227	247 Days	36,852	44,124	51,396
	Custodian - Head HS	247				
	General - Painter	247				

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Maintenance/Groundskeeper	247
Roofer	247
Stain Finish Worker	247
Technician - Irrigation	247
Warehouse Attendant - Maintenance	247

8

Caretaker - Head Stadium	227
Dispatcher - Transportation	207
General - Carpenter	247
Lead - Painter	247
Lead - Roofer	247
Masonry	247
Operator - Heavy Equipment	247
Welder - Shop	247

Hourly	\$20.00	\$23.78	\$27.56
207 Days	33,120	39,380	45,639
217 Days	34,720	41,282	47,844
227 Days	36,320	43,184	50,049
247 Days	39,520	46,989	54,459

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Cabinet Maker	247
Electrician - General	247
Field Trip Scheduler	207
Foreman - Carpentry	247
Foreman - Certified Applicator of Record	247
Foreman - Grounds	247
Foreman - Painting	247
Lead Dispatcher	227
Mechanic - Sheet Metal	247
Mechanic - Shop	247
Mechanic - Vehicle	227
Plumber	247

Hourly	\$22.17	\$26.40	\$30.63
207 Days	36,713	43,718	50,723
217 Days	38,487	45,830	53,174
227 Days	40,261	47,942	55,624
247 Days	43,808	52,166	60,525

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Asst - IM Receiving Warehouse	227
Asst Supervisor - Warehouse Maintenance	247
HVAC Mechanic (licensed)	247
Lead Tech - Electrical	247
Master - Locksmith	247
Master - Plumber	247
Mechanic - Vehicle Lead	227
Operations Mgr. - Finance & Compliance	227
Operations Mgr. - Public Relations	227
Operations Mgr. - Routing	227
Operations Mgr. - Safety	227
Supervisor - Custodian	247
Supervisor - Drivers	227

Hourly	\$25.84	\$30.76	\$35.68
227 Days	46,925	55,860	64,795
247 Days	51,060	60,782	70,504

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Foreman - Electrician	247
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Hourly	\$30.00	\$35.72	\$41.44
227 Days	54,480	64,868	75,255

Foreman - Plumbing	247
Supervisor - Construction/Roofing	247
Supervisor - Operations/Project	247
Supervisor - Transportation Shop	227
Supervisor - Transportation Operations	227
Supervisor - Warehouse Maintenance	247

247 Days	59,280	70,583	81,885
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BD	
Bus Driver	184
Bus Driver - Sped	184

Hourly	\$21.25	\$25.29	\$29.33
184 Days	31,280	37,227	43,174

2024-2025 Proposed School Nutrition Pay Plan

Ector County ISD

*Annual amounts are based on 7 hours per day for pay grade 2-3

*Annual amounts are based on 8 hours per day for pay grade 4-10

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
2			Hourly	\$15.15	\$17.75	\$20.35
	Cafe Worker	184	184 Days	19,513	22,862	26,211
	Cook - Asst	184				
3			Hourly	\$15.50	\$18.55	\$21.60
			184 Days	19,964	23,892	27,821
4			Hourly	\$16.20	\$19.38	\$22.56
	Cook - Lead	184	184 Days	23,846	28,527	33,208
	Cook - Head	184				
5			Hourly	\$16.90	\$20.25	\$23.60
	Delivery - Warehouse SN	227	186 Days	25,147	30,132	35,116
	Manager - School Nutrition ES	186	227 Days	30,690	36,774	42,857
6			Hourly	\$17.75	\$21.26	\$24.77
	Manager - School Nutrition MS	186	186 Days	26,412	31,634	36,857
7			Hourly	\$18.65	\$22.32	\$25.99
	Manager - School Nutrition HS	186	186 Days	27,751	33,212	38,673
8			Hourly	\$19.76	\$23.66	\$27.56
	Asst Supervisor - Warehouse SN	227	186 Days	29,402	35,206	41,009
	Dual Manager - School Nutrition	186	227 Days	33,884	42,966	50,048
9			Hourly	\$22.46	\$26.74	\$31.02
	Technician - School Nutrition Mechanic	227	227 Days	40,787	48,559	56,332
10			Hourly	\$26.16	\$31.15	\$36.14
	Supervisor - School Nutrition	227	227 Days	47,057	56,568	65,630
	Supervisor - Warehouse School Nutrition	227				
	Technician Lead - School Nutrition Mechanic	227				

Group	Stipend	2024-2025 CURRENT	Extra Day	Contract Terms	Limit/Qualifications
SIGN ON BONUS/RETENTION					
SIGN ON BONUS	New Hire Sign-On Bonus: ELEM Bilingual Teacher	2,000			Eligible employees may only receive one time
SIGN ON BONUS	New Hire Sign-On Bonus: ELEM/MS/HS Special Ed Teacher	2,000			Eligible employees may only receive one time
SIGN ON BONUS	New Hire Sign-On Bonus: MS/HS Math, Science, ELAR	2,000			Eligible employees may only receive one time
RETENTION BONUS	New Hire / Retention: SLP, DIAG, LSSP, Sped Counselor	4,000			Eligible employees receive 1/2 in September, 1/2 in June. IDEA funds.
RETENTION BONUS	ECISD Returning Employee Retention Stipend	TBD			1-time retention stipend for returning 2023-2024 ECISD FT Employees
INSTRUCTION					
INSTRUCTION	Opportunity Culture: Master Team Reach Teacher MTRT	12,000			
INSTRUCTION	Opportunity Culture: Multi-Classroom Leader MCL I	15,000			
INSTRUCTION	Opportunity Culture: Multi-Classroom Leader MCL II	17,000			
INSTRUCTION	Opportunity Culture: Multi-Classroom Leader MCL III	20,000			
INSTRUCTION	Opportunity Culture: Team Reach Teacher TRT I	8,000			
INSTRUCTION	Opportunity Culture: Team Reach Teacher TRT II	10,000			
INSTRUCTION	TIA: Master Designated Teacher	12,000 - 32,000			
INSTRUCTION	TIA: Exemplary Designated Teacher	6,000 - 18,000			
INSTRUCTION	TIA: Recognized Designated Teacher	3,000 - 9,000			
INSTRUCTION	TIA: National Board Certified Teacher	3,000 - 9,000			
INSTRUCTION	PIA: Principal Incentive Allotment	5,000 - 25,000			Qualifying principals per PIA Handbook
INSTRUCTION	LEAP A-ILT/ATLA Teachers	5,000			Two installments per HR approval - TSL funded
INSTRUCTION	LEAP Principals	5,000 - 20,000			Qualifying per TSL LEAP guidelines- TSL funded
INSTRUCTION	LEAP Teachers	2,000 -12,000			Qualifying per TSL LEAP guidelines- TSL funded
INSTRUCTION	LEAP Principal Recruitment Bonus	5,000 - 20,000			Qualifying per TSL LEAP guidelines- TSL funded
INSTRUCTION	Doctorate, JD Degree (All Staff)	3,650			
INSTRUCTION	Masters Degree (In Subject Area TOR)	2,500			
INSTRUCTION	Masters Degree (Grandfathered Prior to August 2019)	2,600			Grandfathered employees only
INSTRUCTION	Masters Degree (Not in Subject Area TOR)	1,500			
INSTRUCTION	Masters Degree Incentive Plan (advanced approval required)	up to 1050			Advanced approval required
INSTRUCTION	Masters Degree Plus 30 Hours (Discon't in 2014)	3,090			Existing Employees Grandfathered
INSTRUCTION	Mentor - Teacher	1000			for 0-3 year teachers (2 max)
INSTRUCTION	Mentor - Media Specialist	500			Per Person Mentored
INSTRUCTION	Bilingual Certified TOR in Elem Bilingual Classroom	3,500			
INSTRUCTION	Bilingual Certified -Student Support Personnel (Diag, LSSP, SLP)	2,500			Determined by assignment
INSTRUCTION	ESL Certified TOR ELAR	2,100			
INSTRUCTION	ESL Certified TOR Science, Social Studies, Math	550			
INSTRUCTION	STEM Stipend (STEM Academy campus only)	500-5000			Determined by STEM
ELEMENTARY					
ELEMENTARY	ELEM Distance Allowance	1,000			Fly, Cavazos, West, EK Downing
ELEMENTARY	ELEM Esports	1,100			Up to 10 coaches approved by C&I
SECONDARY					

SECONDARY	HS Counselors Summer Assignment	4,000			3 per HS (OHS/PHS)
SECONDARY	HS AP Coordinator PHS	2,000			1 at PHS
SECONDARY	HS AP/IB Coordinator OHS	2,500			1 at OHS
SECONDARY	HS Cheer Sponsor - Sub varsity	3,150	10	10 Month	
SECONDARY	HS Cheer Sponsor - Varsity	5,150	10	10 Month	
SECONDARY	HS Decathlon/Octathlon Coach	1,200			Up to 5 per HS (OHS, PHS, NTO, OCA)
SECONDARY	HS Decathlon/Octathlon Lead Sponsor	3,200			1 per HS (OHS, PHS, NTO, OCA)
SECONDARY	HS Dept Chair (ELAR, Math, Sci, Soc St, Sped, LOTE, CTE, Fine Arts, ESL)	3,700	10	10 Month	(OHS/PHS)
SECONDARY	HS Drama NTO	3,150			
SECONDARY	HS Esports Coach	1,500			1 per campus
SECONDARY	HS Journalism Activities (NTO, OCTECHS, OCA)	1,600			1 per HS (NTO, OCTECHS, OCA)
SECONDARY	HS Journalism Activities (OHS, PHS)	3,150			1 per HS (OHS, PHS)
SECONDARY	HS Speech Activities (NTO)	3,150			
SECONDARY	HS Sponsor National Honor Society (OHS, PHS)	800			1 per HS (OHS, PHS)
SECONDARY	HS Sponsor Nat'l Honor Society (NTO, OCTECHS, OCA)	600			1 per HS (NTO, OCTECHS, OCA)
SECONDARY	HS Sponsor Speech Activities (OHS, PHS)	3,150			1 per HS (OHS, PHS)
SECONDARY	HS Sponsor Student Council (NTO, OCTECHS, OCA)	1,100			1 per HS (NTO, OCTECHS, OCA)
SECONDARY	HS Sponsor Student Council (OHS, PHS)	2,100			1 per HS (OHS, PHS)
SECONDARY	HS UIL Academics Coach	500			Up to 8 per HS (OHS, PHS, NTO, OCA)
SECONDARY	HS UIL Academics Lead Sponsor	1,500			1 per HS (OHS, PHS, NTO, OCA)
SECONDARY	MS Cheer Sponsor	2,100			1 per MS
SECONDARY	MS Dept Chair (ELAR, Math, Sci, Soc St, Sped, Elec)	3,150	10	10 Month	
SECONDARY	MS Esports Coach	1,100			1 per campus
SECONDARY	MS Sponsor Journalism Activities	1,600			1 per MS
SECONDARY	MS Sponsor National Honor Society	600			1 per MS
SECONDARY	MS Sponsor Student Council	1,100			1 per MS
SECONDARY	MS/HS Campus AVID Coordinator	1,600			
SECONDARY	MS/HS Certified Math Teacher	2,100			
SECONDARY	MS/HS Certified Robotics Teacher	2,100			Classroom Robotics Only
SECONDARY	MS/HS Certified Science Teacher	2,100			
SPECIAL EDUCATOR					
SPECIAL EDUC	SPED Lead Assistive Technology	1,500			
SPECIAL EDUC	SPED Lead: Diag, Speech Path, LSSP, Behavior Specialist	3,500			Diags (2), SLP(2), LSSP(1), Beh Spclst (1)
SPECIAL EDUC	SPED Speech Pathologist Assistant	3,000			
SPECIAL EDUC	SPED SLP (Supervising SLPA) & LSSP (Supervising LSSP intern), Diag	1,500			Paid if funds available per SPED Dept
SPECIAL EDUC	SPED Cert Teacher DHH Teacher of the Auditory Impaired and Teacher of	4,000			
SPECIAL EDUC	SPED Certified Teacher Orientation & Mobility	2,500			
SPECIAL EDUC	SPED Certified Teacher Behavioral Support (BSC/BSCAU)	6,000			
SPECIAL EDUC	SPED Certified Teacher Specialized Classroom (SC)	3,000			
SPECIAL EDUC	SPED Certified Teacher (Resource and/or Inclusion, Co-teach, Adaptive PE,	1,200			
SPECIAL EDUC	SPED Special Olympics (adaptive PE)	4,750			

SPECIAL EDUC	Take Flight Teacher	1,200			
SPECIAL EDUC	Academic Language Therapist-Certified	1,500			
SPECIAL EDUC	Licensed Dyslexia Therapist	2,100			
ATHLETICS					
ATHLETICS	Group I (Other) Head Coach Non Football	7,000	10	10 Month	
ATHLETICS	Group I Varsity Football Coach	7,000	15	10 Month	2 per HS
ATHLETICS	Group I Varsity Football Coach (Off/Def Coord)	7,000	20	10 Month	2 per HS
ATHLETICS	Group II Assistant HS Coach	5,750	10	10 Month	
ATHLETICS	Group II MS Athletics Coordinator	5,500	10	10 Month	2 per MS
ATHLETICS	Group III MS Coach	4,750		10 Month	
ATHLETICS	Group IV Coach (Elem. P.E.)	1,300		10 Month	
ATHLETICS	HS Asst Head Football Coach	3,150			1 per HS
ATHLETICS	HS Dual Sports Coordinator	3,150			1 per HS
ATHLETICS	HS Girls Athletic Coordinator	3,500	5		1 per HS
ATHLETICS	HS Head Athletic Trainer	5,000			1 per HS
ATHLETICS	Asst Athletic Trainer HS	5,000			1 per HS
ATHLETICS	Asst Athletic Trainer HS / MS	5,000			1 per HS
ATHLETICS	HS Head Cross Country Coach	4,500			2 per HS (Boys/Girls)
ATHLETICS	HS Powerlifting Coach	4,500			1 per HS
FINE ARTS					
FINE ARTS	HS Art Teacher Lead	3,000			2-assigned by Fine Arts
FINE ARTS	HS Art VASE	1,500			HS Qualifying per Fine Arts
FINE ARTS	HS Band Asst Director	4,200		11 Month	
FINE ARTS	HS Band Color Guard	5,000	10	10 Month	
FINE ARTS	HS Choir Asst Director	3,700		10 Month	
FINE ARTS	HS Choir Pop Ensemble Accompanist	1,850			1 per HS (OHS,PHS)
FINE ARTS	HS Dance Asst Director	3,150	10	10 Month	
FINE ARTS	HS Dance Head Director	5,150	10	10 Month	
FINE ARTS	HS Guitar	4,000			
FINE ARTS	HS Harp	4,000		10 Month	
FINE ARTS	HS JROTC Instructor	3,150		12 Month	2 per HS
FINE ARTS	HS Orchestra Asst Director	3,150		10.5 Month	
FINE ARTS	HS Sponsor Flag Team/Wild bunch	1,500			
FINE ARTS	HS Technical Theatre Arts Director	3,000		10 Month	
FINE ARTS	HS Theatre Arts Head Director	4,000	10	10 Month	
FINE ARTS	MS Art VASE	1,000			MS Qualifying per Fine Arts
FINE ARTS	MS Band Asst Director	3,150		11 Month	
FINE ARTS	MS Band Head Director	4,200		11 Month	
FINE ARTS	MS Choir Asst Director	1,600		10 Month	
FINE ARTS	MS Choir Head Director	3,700		10 Month	
FINE ARTS	MS Dance Asst Director	1,600			

FINE ARTS	MS Dance Head Director	3,100			
FINE ARTS	MS Guitar Asst	800		10 Month	MS Qualifying per Fine Arts
FINE ARTS	MS Guitar/Mariachi Head Director	1,050		10 Month	MS Qualifying per Fine Arts
FINE ARTS	MS Orchestra Asst Director	1,600		10.5 Month	MS Qualifying per Fine Arts
FINE ARTS	MS Orchestra Head Director	3,150		10.5 Month	
FINE ARTS	MS Theatre Arts	2,000		10 Month	MS Qualifying per Fine Arts
CAREER & TECHNICAL EDUCATION					
CTE	HS Culinary Arts Catering Lead	2,000			
CTE	HS CTSO Advisors	500			CTE Department approval up to 22 teachers
CTE	Education & Training/Grow Your Own Teacher	2,750 - 5,500			GYO Cycle 6 Grant Funded per CTE
OTHER					
OTHER	Career Ladder II [Grandfathered employees]	500			Grandfathered employees only
OTHER	Career Ladder III [Grandfathered employees]	1,000			Grandfathered employees only
OTHER	CDL Certification	3,000			Transportation Office Staff
OTHER	Information Technology – CCNA	3,150			
OTHER	Information Technology – CISSP	3,150			
OTHER	Information Technology – GISP	3,150			
OTHER	Police Department - Field Training Officer - Certified	100			per month/per department approval
OTHER	Police Department - Internal Affairs Officer Pay	100			per month/per department approval
OTHER	Police Department - SWAT	150			per month for active member
OTHER	School Action Fund Planning Fellow	20,000			Superintendent approval
OTHER	School Nutrition Certification 1	500			
OTHER	School Nutrition Certification 2	800			
OTHER	School Nutrition Certification 3	1,000			
OTHER	School Nutrition Certification 4	1,200			
OTHER	School Nutrition Certification 5	1,500			
OTHER	Strategic Administrative/Teacher Appointment as designated by the Superintendent	1,250-10,000			1/2 December 1/2 in June
OTHER	Title One Stipend	3,500			1/2 December 1/2 June
OTHER	Travel - HS Head Football Coach/Exec Dir & Dir of Athletics	7,200			OHS & PHS/ATHLETICS
OTHER	Travel - HS Principals	4,325			OHS & PHS
OTHER	Travel-Executive Directors, Directors of Transportation, Food Service, RDSPD	4,400			
OTHER	Travel-School Nutrition Assistant Directors, Dietitian, Supervisors	1,750			Paid out of federal funds
OTHER	Travel-Superintendent, Cabinet, Principal Supervisors (EDL)	7,500			
OTHER	Unforeseen Circumstances (approval required)	TBD			Negotiated, based on appropriate market conditions

Supplemental Area of Responsibility	Supplemental Duties Performed	2024-2025	Pay Basis	Limit/Qualifications
CURRICULUM & INSTRUCTION & PROFESSIONAL LEARNING				
C & I	Writers/Developers	\$40	Per Hour	Off-Duty
C & I	Attendees - Teachers	\$17	Per Hour	Off-Duty Teachers
C & I	Attendees - Paraprofessionals	\$15	Per Hour	Off-Duty Non-Exempt
C & I	Attendees - Administrators	\$100	Per Day	Off-Duty Admin
C & I	Presenters	\$22	Per Hour	Off-Duty Exempt Employees
C & I	Presenters, Preparation	\$120	Per Day	Off-Duty
C & I	Presenters, Preparation	\$60	Per 1/2 Day	Off-Duty
Summer	Training - Presenter	\$300	Per Day	Off-Contract
Summer	Training - Participant	\$100	Per Day	Off-Contract Exempt
Summer	Training -Nurse	\$20	Per Hour	Off-Contract
Summer	Training-Clerk	\$15	Per Hour	Off-Contract
Summer	Training-Aide	\$15	Per Hour	Off-Contract
Optional Extended Day Magnet Programs	Teachers, non-certified, 45 college hours	\$15	Per Hour	
Opt.Ext Day Magnet Programs	Teachers, Certified	\$22	Per Hour	
Opt.Ext Day Magnet Programs	Teachers, non-instructional time (Op.Ex.Dy.)	\$17	Per Hour	
Opt.Ext Day Magnet Programs	Teachers, non-certified, expert	\$17	Per Hour	
Optional Extended Day and Magnet Programs	Aides	OT Rate	Per Hour	
Extended Day (High School)	Administrator	\$25	Per Hour	
Extended Day (High School)	Teachers	\$22	Per Hour	
Extended Day (High School)	Clerk	OT Rate	Per Hour	
Extended Day (High School)	Bookkeeper	OT Rate	Per Hour	
After School Credit Recovery	Teachers	\$32	Per Hour	
After School Credit Recovery	Aides	OT Rate	Per Hour	
Saturday School	Administrator	\$25	Per Hour	
Saturday School	Teachers	\$22	Per Hour	
Saturday School	Media Specialists	\$22	Per Hour	
Bilingual	ELD ACADEMY TEACHER	\$30	Per Hour	
Other	Detention Supervision	\$22	Per Hour	
Tutoring	Student Tutor, AVID	\$15	Per Hour	Federal, State and Local
Tutoring	Regular AT Risk Tutor - TPC,Title 1	\$32	Per Hour	

Distance Learning	Teacher	\$250	Per Stu/Sem	
Tutoring/Credit Recovery	Teacher	\$32	Per Hour	Federal, State and Local
Tutoring/Credit Recovery	Teacher for Unrated Campuses	\$40	Per Hour	Federal, State and Local
Tutoring/Credit Recovery	Paraprofessional	OT Rate		Federal, State and Local
Tutoring/Credit Recovery	Certified Administrator	\$35	Per Hour	Federal, State and Local
Tutoring/Credit Recovery	Certified Counselor	\$32	Per Hour	Federal, State and Local
Bilingual	ELD ACADEMY TEACHER	\$30	Per Hour	
Bilingual	ELD ACADEMY Childcare Provider	\$15	Per Hour	
Bilingual	Writers/Developers	\$40	Per Hour	
Bilingual	Translator/Interpreter	\$40	Per Hour	
Bilingual	Counselor	\$40	Per Hour	
Bilingual	Tester	\$16	Per Hour	
C&I SUMMER LEARNING				
Principal	ELEM Principal (Bil/Mono)	\$480	Per Day	
Principal	Middle School	\$256	1/2 Day	
Principal	High School	\$480	Per Day	
Teacher/Diags, LSSPs	PK - 5th Gr - Teacher (Bil/Mono)	\$360	Per Day	\$180 per 1/2 day
Teacher	ELEM Enrichment	\$360	Per Day	\$180 per 1/2 day
Camp SIP Teacher (GT)	ELEM/MS	\$300	Per Day	
Teacher	Middle School	\$187	1/2 Day	
Teacher	9-12 EOC / 18+	\$360	Per Day	\$180 per 1/2 day
Teacher	TPRS/9-12 Edgenuity	\$300	Per Day	\$150 per 1/2 day
Teacher	Special Education Self-Contained	\$210	1/2 Day	
Counselor	High School / SAS	\$300	Per Day	\$150 per 1/2 day
Nurse	ELEM/MS/HS	\$300	Per Day	\$135 per 1/2 day
Media Specialist	ELEM/MS/HS	\$300	Per Day	\$150 per 1/2 day
Paraprofessional	Instructional Facilitator/ Reach Assoc.	\$25	Per Hour	
Instructional Aide	Instructional Aide	\$18	Per Hour	
Instructional Aide	Special Education Self-Contained	\$19	Per Hour	
Clerk	ELEM/MS/HS	\$18	Per Hour	
Nurse Aide	Certified	\$18	Per Hour	
OPT Interns		\$20	Per Hour	
TPRS Child Care Worker		\$18	Per Hour	
Professional Development	SL Teachers	\$300	Per Day	

Testing Administrators	HS/EOC only	\$40	Per Hour	
HUMAN CAPITAL				
Odessa Pathways to Teaching	OPT Content Tutor	\$40	Per Hour	
Summer School	OPT Apprentice	\$20	Per Hour	Must be an OPT Apprentice
Summer School	OPT Mentor Teachers	\$1,000	Per Year	
Principals	Assigned Principal Fellows	\$1,500	Per Year	
MCL	Assigned Teacher Resident	\$750	Per Sem	
Teacher Incentive Allotment	Teacher Focus Group	\$500	Per Year	Approved by Human Capital
TEMPORARY REPLACEMENTS / SUBSTITUTE and PART-TIME WORKERS				
Administrators	High School Principal	\$400	Per Day	Contingent upon experience
Administrators	Middle School Principal	\$375	Per Day	Contingent upon experience
Administrators	Elementary Principal	\$350	Per Day	Contingent upon experience
Administrators	Secondary Assistant Principal	\$325	Per Day	
Administrators	Elementary Assistant Principal	\$300	Per Day	
Administrators	Counselor	\$250	Per Day	
Administrators	Speech Therapists	\$340	Per Day	
Administrators	Diagnosticians	\$300	Per Day	
Classroom Substitute -in the same position	Non-Certified	\$198	Per Day	Sub Office approval required
Classroom Substitute -in the same position	Certified	\$228	Per Day	Sub Office approval required
Classroom Substitutes	Non-Certified	\$120	Per Day	
Classroom Substitutes	Certified (in Texas)	\$150	Per Day	
Substitute and Part-Time	Diagnosticians	\$75	Per Hour	
Substitute and Part-Time	Food Service	TBD	Per Hour	Food Service Pay Grade Minimum
Substitute and Part-Time	General Part-Time Worker	\$15	Per Hour	includes summer maint/custodial
Substitute and Part-Time	Maintenance Worker - Retired/Former	\$15	Per Hour	
Substitute and Part-Time	Speech Pathologist	\$75	Per Hour	
Substitute and Part-Time	Substitute Aide/Clerk Secretary	\$15	Per Hour	
Substitute and Part-Time	Technician	\$15	Per Hour	
Substitute and Part-Time	Transportation Worker	TBD	Per Hour	Bus Driver Minimum
Substitute and Part-Time	Truancy Court Clerk	\$15	Per Hour	
Substitute Nurse		\$20	Per Hour	
Technology	Web Page Development (HS only)	\$17	Per Hour	Max 1,000 Per Year
ATHLETICS				
ALL DUTIES PAID FOR REGULAR SEASON, NON-ECISD AND PLAYOFF EVENT, GAME OR TOURNAMENT				

Varsity Football	Supervisor	\$100	Per Game	
Varsity Football	Scoreboard	\$45	Per Game	
Varsity Football	Timer/Clock/ DownBox	\$45	Per Game	
Varsity Football	Announcer	\$120	Per Game	
Varsity Football	Ticket Takers/Scanners/Bag Check/Sellers	\$45	Per Game	
Varsity Football	Press box	\$40	Per Game	
Varsity Football	Ramp Workers HS/MS/Elem Sections	\$40	Per Game	
Varsity Football	Gates /-Sideline / Elevator	\$40	Per Game	
Varsity Football	PA Spotter	\$40	Per Game	
Varsity Football	Chain Crew	\$45	Per Game	
Varsity Football	Downbox	\$50	Per Game	
Varsity Football	Open Gates Early	\$5	Per Game	
Varsity Football	Filming for Daktronics Board	\$100	Per Game	
Varsity Football	Pre-Production Daktronics	\$100	Per Game	
Varsity Football	Daktronics and Computer	\$100	Per Game	
Varsity Football	STATS	\$65	Per Game	
Junior Varsity Football	Ticket Takers/Scanners/Bag Check/Sellers	\$35	Per Game	
Junior Varsity Football	Gates	\$30	Per Game	
Junior Varsity Football	PA Spotter	\$30	Per Game	
Junior Varsity Football	Chain Crew	\$30	Per Game	
Junior Varsity Football	Supervisor	\$70	Per Game	
Junior Varsity Football	Announcer	\$50	Per Game	
Junior Varsity Football	Scoreboard	\$35	Per Game	
Junior Varsity Football	Timer / Clock	\$35	Per Game	
Junior Varsity Football	Downbox	\$35	Per Game	
Junior Varsity Football	Daktronics and Computer	\$50	Per Game	
Middle School Football	Ticket Takers/Scanners/Bag Check/Sellers	\$30	Per Game	
Middle School Football	Gates	\$30	Per Game	
Middle School Football	Press Box	\$30	Per Game	
Middle School Football	Chain Crew	\$25	Per Game	
Middle School Football	Supervisor	\$50	Per Game	
Middle School Football	Announcer	\$50	Per Game	
Middle School Football	Scoreboard	\$30	Per Game	
Middle School Football	Timer	\$30	Per Game	

Middle School Football	Downbox	\$30	Per Game	
Middle School Football	Daktronics and Computer	\$60	2 Events	
High School Basketball	Ticket Seller	\$25	Per Game	
High School Basketball	Ticket Taker	\$25	Per Game	
High School Basketball	Clock	\$25	Per Game	
High School Basketball	Bookkeeper	\$30	Per Game	
High School Basketball	Supervisor	\$70	Per Game	per Athletic Dept Approval
Middle School Basketball	Ticket Seller	\$25	Per Game	
Middle School Basketball	Ticket Taker	\$25	Per Game	
Middle School Basketball	Clock	\$25	Per Game	
Middle School Basketball	Bookkeeper	\$25	Per Game	
Middle School Basketball	Supervisor	\$70	Per Game	per Athletic Dept Approval
High School Volleyball	Ticket Seller	\$25	Per Game	
High School Volleyball	Ticket Taker	\$25	Per Game	
High School Volleyball	Clock	\$25	Per Game	
High School Volleyball	Bookkeeper	\$30	Per Game	
High School Volleyball	Libero er	\$20	Per Game	
High School Volleyball	Supervisor	\$80	Per Day	Tournament
Middle School Volleyball	Ticket Seller	\$25	Per Game	
Middle School Volleyball	Ticket Taker	\$25	Per Game	
Middle School Volleyball	Clock	\$25	Per Game	
Middle School Volleyball	Bookkeeper	\$25	Per Game	
Middle School Volleyball	Libero er	\$20	Per Game	
Middle School Volleyball	Supervisor	\$80	Per Day	Tournament
Baseball	Ticket Seller	\$30	Per Game	
Baseball	Ticket Taker	\$30	Per Game	
Baseball	Scorekeeper	\$30	Per Game	
Baseball	Pitch Count	\$25	Per Game	
Baseball	Announcer	\$50	Per Game	
Baseball	Supervisor	\$80	Per Day	Tourn/Playoffs Approval only
Softball	Ticket Seller	\$30	Per Game	
Softball	Ticket Taker	\$30	Per Game	
Softball	Scorekeeper	\$30	Per Game	
Softball	Announcer	\$30	Per Game	

Softball	Supervisor	\$80	Per Day	Tourn/Playoffs Approval only
High School Soccer Var & JV	Ticket Seller	\$30	Per Game	
High School Soccer Var & JV	Ticket Taker	\$30	Per Game	
High School Soccer Var & JV	Gate	\$30	Per Game	
High School Soccer Var & JV	Announcer	\$30	Per Game	
High School Soccer Var & JV	Supervisor	\$45	Per Game	
High School Soccer JV	Daktronics and Computer	\$60	Per Game	
High School Soccer Varsity	Daktronics and Computer	\$80	Per Game	
High School Soccer Varsity	Scoreboard	\$40	Per Game	
High School Soccer Varsity	Timer	\$40	Per Game	
Middle School Soccer & HS JV	Ticket Seller	\$30	Per Game	
Middle School Soccer & HS JV	Ticket Taker	\$30	Per Game	
Middle School Soccer & HS JV	Gate	\$30	Per Game	
Middle School Soccer	Supervisor	\$30	Per Game	
Middle School Soccer	Announcer	\$30	Per Game	
Middle School Soccer & HS JV	Scoreboard	\$30	Per Game	
Middle School Soccer & HS JV	Timer	\$30	Per Game	
Middle School Track	Certified Referee	\$150	Agreed Amt	per Athletic Dept Approval
Middle School Track	Assistant Director/Registrar / Data Entry	\$20	Per Hour	
Middle School Track	Gate Keeper/ Ticket Sellers	\$15	Per Hour	
Middle School Track	Starter	\$150	Agreed Amt	
Middle School Track	Announcer	\$120	Per Event	
Gymnastics	Ticket Sellers	\$15	Per Hour	
Gymnastics	Registration Workers	\$15	Per Hour	
Gymnastics	Table Workers	\$15	Per Hour	
Gymnastics	Elementary Meets - Judges	\$15	Per Hour	
Gymnastics	Elementary - After School PE Aides	OT Rate	8 Weeks	All Schools included
Athletics	Pre-Production Daktronics Board	\$100	Per Event	
Athletics	Filming & Training for Daktronics	\$100	Per Event	
Athletics	Officials (UIL Schedule fee)	TBD		All Sports
Athletics	Write/Develop Coaches Handbook	\$17	Per Hour	Off Contract
Athletics	Drive Bus	\$25	Per Hour	
Athletics	Sub/Part Time Ticket Seller	\$15	Per Hour	
Athletics	Office Ticket Sellers	\$15	Per Hour	Summer/Football Season 8-5pm

Athletics	Assigner Fees (per Chapter Fee Schedule)	TBD		
Cross-Country Meet	Assistant Director/Registrar / Data Entry	\$20	Per Hour	
W.TX Relays/Dist/Area Track	Assistant Director	\$20	Per Hour	
W.TX Relays/Dist/Area Track	Registrars / Data Entry	\$20	Per Hour	
W.TX Relays/Dist/Area Track	Gate Keeper	\$15	Per Hour	
W.TX Relays/Dist/Area Track	Clerks	\$15	Per Hour	
W.TX Relays/Dist/Area Track	Ticket Sellers	\$15	Per Hour	
W.TX Relays/Dist/Area Track	Ticket Takers	\$15	Per Hour	
W.TX Relays/Dist/Area Track	Timing System	Avg \$1,000	Per Day	
W.TX Relays/Dist/Area Track	Press box Attendant	\$15	Per Hour	
W.TX Relays/Dist/Area Track	Pre-Production Daktronics Board/Filming	\$100	Per Day	
W.TX Relays/Dist/Area Track	Daktronics and Computer	\$80	Per Day	
W.TX Relays/Dist/Area Track	Starter	Avg \$150	Agreed Amt	
W.TX Relays/Dist/Area Track	Announcer	\$120	Per Event	
W.TX Relays/Dist/Area Track	Certified Referee	Avg \$250	Per Game	Not Held Every Year
Summer Strength & Cond.(UIL)	Director/Athletic Trainer	\$25	Per Hour	
Summer Strength & Cond.(UIL)	Instructors	\$22	Per Hour	
Graduation	Ramps/Usher/Gates	\$75	Per Event	
Graduation	Nurse/Trainer	\$30	Per Hour	
UTPB Football	Gates	\$45	Per Game	
UTPB Football	PA Spotter	\$40	Per Game	
UTPB Football	Chain Crew	\$40	Per Game	
UTPB Football	Supervisor	\$60	Per Game	
UTPB Football	Assistant Supervisor	\$50	Per Game	
UTPB Football	Announcer	\$120	Per Game	
UTPB Football	Scoreboard	\$50	Per Game	
UTPB Football	Timer	\$50	Per Game	
UTPB Football	Downbox	\$45	Per Game	
UTPB Football	Filming & Training for Daktronics Board	\$100	Per Game	
UTPB Football	Pre-Production Daktronics	\$100	Per Game	
UTPB Football	Daktronics and Computer	\$85	Per Game	
FINE ARTS				
Fine Arts	Coordinator District Fine Arts Event	\$350	Per Event	
Music Judges	Judge Student Solos and Ensembles	\$15	Per Hour	

Piano Accompanist	ECISD Music Ensembles	\$40	Per Hour	
ACADEMIC CONTESTS				
ACADEMIC CONTESTS	Octathlon Coordinator - Judges	\$300	Per Meet	
ACADEMIC CONTESTS	Octathlon Essay Judge	\$75	Per Meet	
ACADEMIC CONTESTS	Octathlon Test Monitor	\$75	Per Meet	
ACADEMIC CONTESTS	Octathlon Speech Judge	\$75	Per Meet	
ACADEMIC CONTESTS	Octathlon Computer Staff	\$100	Per Meet	
ACADEMIC CONTESTS	Octathlon Super Quiz Proctor Coordinator	\$75	Sat PM	For procuring personnel
ACADEMIC CONTESTS	Octathlon Speech Timer	\$50	Per 2.5 hr	
ACADEMIC CONTESTS	Octathlon Super Quiz Proctor Coordinator	\$50	Per 2.5 hr	
ACADEMIC CONTESTS	Octathlon Exam Runner	\$75	Per 6 hours	
ACADEMIC CONTESTS	Decathlon Tabulators	\$50	Fri PM	
ACADEMIC CONTESTS	Decathlon Tabulators	\$100	Sat AM/PM	
ACADEMIC CONTESTS	Decathlon Computer Staff - Data Entry	\$50	Fri PM	
ACADEMIC CONTESTS	Decathlon Computer Staff - Data Entry	\$100	Sat AM/PM	
ACADEMIC CONTESTS	Decathlon Computer Staff Coordinator	\$200	Per Meet	
ACADEMIC CONTESTS	Decathlon Awards/Tabulation Coordinator	\$280	Per Meet	
ACADEMIC CONTESTS	Decathlon Essay Graders	\$75	Fri AM/PM	Training Meeting
ACADEMIC CONTESTS	Decathlon Super Quiz Proctors	\$50	Sat PM	
ACADEMIC CONTESTS	Decathlon Super Quiz Proctor Coordinator	\$75	Sat PM	For procuring personnel
ACADEMIC CONTESTS	Admin -Emcee Super Quiz & Banquet	\$100	For 5 Hours	
ACADEMIC CONTESTS-ECISD Admin	ECISD Awards Manager	\$280	For 14 Hour	
ACADEMIC CONTESTS	AAS Secretary & AAS Clerks	OT Rate	Per Hour	
CAMPUS				
Science Liaison (Lamar only)		\$1,600	Per Year	
"Just Say No" Sponsor		\$300	Per Year	
OTHER				
Bus Driver	Day trips of 5 or more hours	\$2.58	Per Hour	Overnight trips not applicable
Bus Driver Secondary AEP	Drivers & Monitors	\$0.55	Per Hour	added duties only
Bus Driver Trainer - Certified		\$3,000	Per Sem	
Bus Driver Specialist		\$1.00	Per Hour	per hour for supervision duties
Regional Day School Program	Interpreter, Teacher	\$25	Per Hour	Off-Duty
Regional Day School Program	Interpreter, Aide	\$15	Per Hour	Off-Duty
Regional Day School Program	Sign Language Teacher	\$30	Per Hour	Off-Duty

Departmental	Document Translation	\$30	Per Hour	
Elem Attendance/PEIMS	Clerks -10 extra days for prep work	Hourly Rate	Per Hour	Not to exceed 80 hours
Enhancement/Staffing		\$3,500	Per Sem	Approval req.Paid January/June
Graduation	Exempt	\$17	Per Hour	
Graduation	Nurse	\$20	Per Hour	
Graduation	Non-Exempt	OT Rate	Per Hour	
Innovation Architect		\$30	Per Hour	
Maintenance	Tower Work	\$75	Per Hour	2 Hour Minimum
Performing Arts Center (PAC)	Supervisor:Open/Close/Monitor/Technical	\$25	Per Hour	Paid by depart/campus budget
Police Department	Holiday Patrol	TBD	Per Hour	Hourly Rate of Officer
Police Department	Transportation Substitute	\$15	Per Hour	
Police Department	Holiday/24 Hour call	\$150	Per Day	
Police Department	Holiday/12 Hour call	\$125	Per Day	
Special Education Program	Child Care Substitute	\$15	Per Hour	
Special Education Program	In-Home Trainer	\$17	Per Hour	Off-Duty
SPED: Diag, LSSP, SLP	Evals/Reports/Student Support Services	\$75	Per Hour	
Strategic School Admin PD Assignment		\$300	Per Day	Specific Non-duty days as approved by Chief of Schools
Student Assistance Services	Care Team Trainer	\$45	Per Day	
Transportation	Day Trip Less than 100 Miles	\$50	Per Trip	
Transportation	COC Route	\$25	Per Route	
Transportation	Driver Certification	Hourly Rate		
Travel - School Nutrition Managers		TBD		Standard mileage reimbursement based on distance from assigned campus to School Nutrition office, one annual payment.
Unforeseen Circumstances	Negotiated, based on appropriate market conditions	TBD		Superintendent Approval Required

ECISD 2024-2025

Compensation Plan

May 21, 2024



Presented by ECISD Human Resources Department

OUR students...THE future

Texas Teacher Vacancy Task Force

- ECISD Staff Involved
- Strategic Compensation
- Enhanced Stackable Compensation Packages
- Incentives and Support for Hard-to-Staff areas

196

2018-2019 1st day teacher vacancy rate – 18% (350 Vacancies)
2023-2024 1st day teacher vacancy rate – 1% (36 Vacancies)

SOURCE - Teacher Vacancy Task Force Executive Summary



Highlights for 2024-2025

197

1. Addition of Teacher with Resident Enhanced Certification Salary Scale
 - (Certification anticipated availability September, 2024 – first in TEXAS)
2. Proposed 3% Retention stipend for full-time 2023-2024 ECISD Employees returning for the 2024-2025 school year. (Min \$500)



Teacher Resident Salary Schedule

In response to the upcoming Teacher with Resident Enhanced Certification will have an accelerated salary schedule.

(Teacher with Resident Enhanced Certification anticipated to be available Fall 2024)

- Starting Salary \$61,500
- 10 year salary of \$70,000
- 30 year salary of \$80,000

*CERTIFIED TEACHER STARTING SALARY \$60,600
(ZERO YEARS OF EXPERIENCE)



Proposed ECISD Retention Stipend

All full-time, returning ECISD Employees will receive a one-time retention stipend of 3% of their Base Salary to be paid out to full-time employees returning from the 2023-2024 school year in Fall 2024.

- Average Teacher amount of \$1,950
 - Average Hourly amount of \$930
- Minimum retention stipend will be \$500

199

- Classroom Teachers, Nurses, Librarians
- Instructional Support Staff
- Clerical Support Staff
- Auxiliary Employees
- Child Nutrition Staff
- Paraprofessional Staff
- Technology
- Police
- Administrative Professional Staff



ADDITIONAL STACKABLE COMPENSATION IN 2024-2025

Teacher Stackable Compensation

- Ability to earn up to **\$32,000** via Teacher Incentive Allotment (TIA)
 - \$3.1 Million to 353 ECISD Teachers in May 2024, and expanding
- Ability to earn up to **\$17,000** via Opportunity Culture (OC)
- Ability to earn up to **\$15,000** via Leadership for Ector's Accelerated Progress (LEAP/TSL Grant)

Competitive Stipends and Supplemental Pay

Principal Stackable Compensation

- Ability to earn up to **\$30,000** via Leadership for Ector's Accelerated Progress (LEAP/TSL Grant)
- Ability to earn up to **\$25,000** via Principal Incentive Allotment (PIA) Payouts fall 2024



QUESTIONS



OUR students...THE future

Our mission is to become the preferred employer in the Permian Basin.

	Total Staff	Count of Increases	Cost Increase	Percent of Current Costs	2023-2024 Current Costs
Teachers, Librarians, and Nurses (RN)					
\$60,600 starting salary	1807		\$0		\$117,273,733
1c. General Pay Increase - 0.0% (\$000)		1807	\$0	0.00%	
Administrative Professional	409		\$0		\$35,541,196
1c. General Pay Increase - 0.0% (\$000)		409	\$0	0.00%	
Technology	60		\$0		\$3,996,478
1c. General Pay Increase - 0.0% (\$000)		60	\$0	0.00%	
Police	31		\$0		\$2,183,529
1c. General Pay Increase - 0.0% (\$000)		31	\$0	0.00%	
Instructional Support	580		\$0		\$15,619,960
1c. General Pay Increase - 0.0% (\$000)		580	\$0	0.00%	
Clerical Support	274		\$0		\$8,697,499
1c. General Pay Increase - 0.0% (\$000)		274	\$0	0.00%	
Auxiliary	417		\$0		\$15,138,563
1c. General Pay Increase - 0.0% (\$000)		417	\$0	0.00%	
School Nutrition	204		\$0		\$4,806,151
1c. General Pay Increase - 0.0% (\$000)		204	\$0	0.00%	
Total Cost Estimate			\$0	0.00%	\$203,257,082

Footnotes:

1c. Pay increase of 0.0%. Proposed 2024-2025 Retention Stipend



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Lilia Náñez, Associate Superintendent of Curriculum & Instruction

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF ECONOMICS/PERSONAL FINANCIAL LITERACY TEXTBOOK ADOPTION

DATE: May 21, 2024

After a district committee review of five platforms and the vetting process by committees of the two finalists utilizing the ECISD Adoption of Social Studies Instructional Materials Rubric, the Curriculum and Instruction Department would like to recommend and ask for board approval for the Economics/Personal Financial Literacy materials listed below. These comprehensive, dual-language curriculums are designed to meet the needs of diverse learners while supporting the expectations of our District Social Studies framework.

Administrative Recommendation:

Approve SAVVAS for Economics & Personal Financial Literacy

ECISD Adoption of Social Studies Instructional Materials Adoption Process for newest Economics/Personal Financial Literacy Course

Month	Action Step
January 2024	Social Studies Curriculum and Instruction team met to identify the updated and final version of the TEA-approved TEKS for the new Economics/Personal Financial Literacy Course. The team also vetted the TEKS Resource provided scope and sequence for the course.
January 2024	<ul style="list-style-type: none"> ● All social studies teachers across the district invited to participate in resource adoption process as ECO/PFL Committee members. ● Region 18 ESC's Proclamation 2024 Instructional Materials Showcase flyer distributed to all high school teachers during Return to School PD on January 2nd, 2024.
January 2024	<ul style="list-style-type: none"> ● Social Studies Curriculum and Instruction team attended the Region 18 ESC's Proclamation 2024 Instructional Materials Showcase. Five platforms/textbook vendors showcased their resources. ● Social Studies Curriculum team utilized TEA's Proclamation 2024 List of Instructional Materials Adopted by 2014 SBOE and Personal Financial Literacy and Economics standards guidelines to guide decisions.
February 2024	<ul style="list-style-type: none"> ● Committee members and Social Studies Curriculum and Instruction team met. This team used the TEA resources from above to create ECISD Adoption of Social Studies Instructional Materials Rubric to guide further decisions. ● Social Studies Coordinator began requesting textbook samples from vendors.
February 2024	Committee members met with Social Studies Curriculum and Instruction team to review district rules, guidelines, and expectations. Committee members reviewed and discussed TEKS Resource's scope and sequence for the new course.
February-March 2024	Committee members reviewed instructional materials, attended presentations, and completed ECISD Adoption of Social Studies Instructional Materials Rubric
April 2024	<ul style="list-style-type: none"> ● Public hearing of Instructional Materials at the ECISD Instructional Materials Building. ● Committee approves final selection of textbook resource. District requests quotes from SAVVAS and distributes final letters of thanks to companies not chosen. ● Proposed adoption and quotes sent to the Associate Superintendent of Curriculum and Instruction for school board's final approval. ● Once approved, the Purchasing Department will initiate purchase process.



Proclamation 2024 - Economics and Personal Financial Literacy
Adoption

Committee Members, Action Plan, and Calendar of Meetings

District Level Committee Members

Name	Department	Position
Dr. Lilia Nanez	Curriculum and Instruction	Associate Superintendent
Lisa Wills	Curriculum and Instruction	Executive Director
Becky Ramirez	Curriculum and Instruction	Coordinator
Landry Mcneese	Curriculum and Instruction	Specialist

Campus Level Committee Members

Name	Campus	Position
Debbie Boyd	Odessa High School	AP Economics Teacher
Anita Merrifield	Odessa High School	AP Government Teacher & Department Chair
Antohy Hughes	Odessa High School	Economics Teacher
Gloria Galvan	Odessa High School	Economics Teacher
William Marsh	New Tech Odessa	AP Economics Teacher
Mikal Crowder	Odessa Collegiate Academy	Personal Finance Teacher & World Geography Teacher

ECISD Adoption of Social Studies Instructional Materials Adoption Process for newest Economics/Personal Financial Literacy Course

Month	Action Step
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ECISD Adoption of Economics & Personal Financial Literacy Instructional Materials Meetings

Publisher	Presentation Date	Presentation Time	Location
McGraw-Hill School Division	January 29, 2024	1:00-1:55 pm	Region 18 ESC 2811 LaForce Blvd, Midland, TX, 79706
Ramsey Education	January 29, 2024	2:00-2:55 pm	
SAVVAS Learning Company	January 29, 2024	9:30-10:25 am	
Goodheart Wilcox	January 29, 2024	3:00-3:55 pm	
Decker & Associates	January 29, 2024	11:00-11:55 am	
Committee Meeting of Guidelines and Background Building	February 12, 2024	4:45-6:00 pm	ECISD Instructional Materials Building 110 E. 52nd Street, Odessa, TX, 79762
SAVVAS Learning Company	February 21, 2024	4:30-6:00 pm	ECISD Instructional Materials Building 110 E. 52nd Street, Odessa, TX, 79762
Ramsey Education	March 4, 2024	4:30-6:00 pm	ECISD Instructional Materials Building 110 E. 52nd Street, Odessa, TX, 79762
Committee Debrief and Final Ranking	April 9, 2024	4:30-6:00 pm	ECISD Instructional Materials Building 110 E. 52nd Street, Odessa, TX, 79762



Ector County Independent School District

Action Page

TO: Board of Trustees
FROM: Dr. Lilia Náñez, Associate Superintendent of Curriculum & Instruction
SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2023-2024 ACADEMIC CALENDARS REVISION 2**
DATE: May 21, 2024

The purpose of this request is to ask for approval for the 2023-2024 Academic Calendar for ECISD, Revision 2.

The Board of Trustees voted to approve the academic calendar for 2023-2024 in February 2023. Due to the July 4th holiday falling on Thursday, the 227-work calendar sent out to employees showed the district closed on July 1st and 2nd, two days where we were open for summer learning for elementary and HS students.

To resolve this issue, we are recommending eliminating July 1st and 2nd from the summer learning calendar, reducing the number of days students engage in summer learning by two days (from 25 days to 23 days). Elementary and HS students will return to summer learning on July 8th and the last day will be July 17th.

Administrative Recommendation:

Approval of ECISD 2023-2024 Academic Calendar Revision 2 and OCA/OCTECHS Calendar Revision 2



Ector County ISD Academic Calendar 2023-24

187 Teacher Days / 180 Student Days

Revision 2

August 2023

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

Jul. 31 – Aug. 1: New Teacher Orientation
 Aug. 2-8: Professional Development
 Aug. 9: First Day of School PK-6 & 9
 Aug. 14: First Day of School 7-8 & 10-12

September 2023

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

Sep. 4: Labor Day Holiday
 Sep. 13: Student Early Release
 Sep. 15: End of 1st 6-Weeks

October 2023

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

Oct. 6: End of 1st 9-Weeks
 Oct. 9: Columbus/Indigenous Day Holiday
 Oct. 18: Student Early Release
 Oct. 27: End of 2nd 6-Weeks

November 2023

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

Nov. 8: Student Early Release
 Nov. 20-24: Thanksgiving Break

December 2023

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

Dec. 19: Early Release Day/End of 1st Semester
 Dec. 20 - Jan. 2: Christmas Break

January 2024

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

Dec. 20 - Jan. 2: Christmas Break
 Jan. 3: Professional Development
 Jan. 4: Students Return
 Jan. 15: MLK Day

February 2024

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

Feb. 7: Student Early Release
 Feb. 16: End of 4th 6-Weeks
 Feb. 19: Bad Weather Day/President's Day

March 2024

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

Mar. 8: West Texas Relays/Student Early Release/
 End of 3rd 9-Weeks
 Mar. 11-15: Spring Break
 Mar. 29: Good Friday

April 2024

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

Apr. 1: Bad Weather Day
 Apr. 5: End of 5th 6-Weeks

May 2024

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

May 23: Last Day of School
 May 24: Records Day
 May 27: Memorial Day
 May 28-30: Summer Learning Teacher PL

June 2024

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

Jun. 3-Jul. 17: Elementary Summer Learning
 Jun. 3-Jun. 27: Middle School Summer Learning
 Jun. 3-Jun. 27: High School Summer Learning
 Jun. 3-Jul. 17: Senior Credit Recovery

July 2024

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

Jul. 1st 4th of July Holiday
 Jun. 3-Jul. 17: Elementary Summer Learning
 Jun. 3-Jul. 17: Senior Credit Recovery

Semester 1 – 88 Days	Semester 2 – 92 Days	Total Days – 180 Days
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OCA & OCTECHS Academic Calendar 2023-24

for Early College High School Students at Odessa College Revision 2

AUGUST 2023						
S	M	T	W	T	F	S
	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Jul. 31-Aug. 1: New Teacher Orientation
 Aug. 2-8: Teacher Professional Development
 Aug. 9: First Day of School PK-6th & 9th
 Aug. 14: First Day of School 7th-8th & 10th-12th
 Aug. 21: Fall I College Classes Begin

SEPTEMBER 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sep. 4: Labor Day Holiday
 Sep. 15: OCA / OCTECHS Student Early Release

OCTOBER 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Oct. 11: End of Fall I for College Classes
 Oct. 12: End of 1st 9 Weeks for OCA/OCTECHS
 Oct. 13: OCA & OCTECHS Columbus Holiday
 Oct. 16: Fall 2 College Classes Begin
 Oct. 20: OCA / OCTECHS Student Early Release

NOVEMBER 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Nov. 10: OCA / OCTECHS Student Early Release
 Nov. 20-24: Thanksgiving Break

DECEMBER 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/ 31	25	26	27	28	29	30

Dec. 7: End of Fall 2 for College Classes
 Dec. 9: Odessa College Fall Graduation
 Dec. 19: Early Release Day/End of 1st Semester
 Dec. 20 – Jan. 2: Christmas Break

JANUARY 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jan. 3: Teacher Professional Development
 Jan. 4: Students Return / Begin 3rd 9 Weeks
 Jan. 15: MLK Day
 Jan. 16: Spring I College Classes Begin

FEBRUARY 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

Feb. 9: OCA / OCTECHS Student Early Release
 Feb. 23: Bad Weather Day for OCA / OCTECHS

MARCH 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/ 31	25	26	27	28	29	30

Mar. 7: End of Spring I for College Classes
 Mar. 8: West Texas Relays/Student Early Release/
 End of 3rd 9 Weeks / Mar. 11-15: Spring Break
 Mar. 18: Begin 4th 9 Weeks
 Mar. 19: Spring 2 College Classes Begin
 Mar. 29: Good Friday

APRIL 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Apr. 5: Bad Weather Day for OCA / OCTECHS

MAY 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May 9: End of Spring 2 for College Classes
 May 10-11: Odessa College Spring Graduations
 May 17: OCTECHS & OCA Graduations
 May 23: Last Day of School / End of 2nd Semester
 May 24: Records Day / May 27: Memorial Day
 May 28-30: Summer Learning Teacher PD Days

JUNE 2024						
S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/ 30	24	25	26	27	28	29

Jun. 3-Jul. 17: Elementary Summer Learning
 Jun. 3-Jun. 27: Middle School Summer Learning
 Jun. 3-Jun. 27: High School Summer Learning
 Jun. 3-Jul. 17: Senior Credit Recovery

JULY 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jul. 3-4: 4th of July Holiday
 Jun. 3-Jul. 17: Elementary Summer Learning
 Jun. 3-Jul. 17: Senior Credit Recovery

Total Teacher Days: 187 Days

Total Student Days: 180 Days

Semester 1: 89 Days / Semester 2: 91 Days



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Lilia Náñez, Associate Superintendent of Curriculum & Instruction

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2024-2025 GIFTED AND TALENTED PLAN AND PRESENTATION UPDATE OF ADVANCED ACADEMIC SERVICES**

DATE: May 21, 2024

Dr. Kristen Vesely, the Director of Advanced Academic Services will present for discussion and approval, the Gifted and Talented Plan for the 2024-25 school year and give an update on Advanced Academic Services.

The TEC §29.124 requires each school district certify and report to the commissioner the program/plan for the gifted and talented students.

The ECISD Gifted and Talented Plan will assist campuses in providing comprehensive services to *GIT* learners in the following way:

- Provides information on best practices.
- Helps *GIT* teachers in the development and implementation of model assessment procedures and services.
- Facilitates partnerships among parents and schools.
- Allow teachers to collaborate with business and industries to provide additional opportunities for *GIT* students.
- Helps the district and campus to monitor and implement any state or federal legislation designed to provide educational opportunities for *GIT* students.

STATE GOAL FOR SERVICES FOR GIFTED/ TALENTED STUDENTS

Students who participate in services designed for gifted/ talented students will demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the development of innovative products and performances that reflect individuality and creativity and are advanced in relation to students of similar age, experience, or environment. High school graduates who have participated in services for gifted/talented students will have produced products and performances of professional quality as part of their program services.

Administrative Recommendation:

Approval of the 2024-2025 Gifted and Talented Plan

Ector County ISD - Advanced Academic Services Services, Polices, Regulations, Guidelines, and Procedures for Gifted and Talented Services

FIDELITY OF SERVICES	
School districts comply with gifted/talented accountability standards and monitor the effectiveness of assessment and services for gifted/talented students.	
Texas State Plan for the Education of Gifted / Talented Students	ECISD & Advanced Academic Services Policies, Regulations, Guidelines, and Procedures
<p>1.1 (A) Student assessment and services are in compliance with the Texas State Plan for the Education of Gifted/Talented Students (19 TAC §89.5).</p>	<p>EHBB (LOCAL) was adopted 4/22/98 and addresses student identification. EHBB (LEGAL) was adopted 8/20/96 and updated 2/5/2001 & 8/2017.</p> <p><u>Board policies related to the gifted/talented identification process will be reviewed by the AAS Department and the Assistant Superintendent annually and presented to the Board for revisions as deemed necessary.</u> (2.1.A, 2.1.1E)</p>
<p>1.2 (A) Gifted/talented education policies and procedures are reviewed and recommendations for improvement are made by an advisory group of community members, parents of gifted/talented students, school staff, and gifted/talented education staff, who meet regularly for that purpose.</p>	<p>An advisory group consisting of community members, school staff, and gifted/talented education staff will meet a minimum of twice a year to review policies and procedures for improvement. (1.2A) 213</p>
<p>1.4 (A) To the extent that state funding is provided for gifted/talented student education, local funding for gifted/talented education programs is used to supplement the state funding.</p>	<p>The AAS Department and Director of Finance shall prepare a budget and oversee the allocation of G/T state and local funds. The budget shall reflect the required percentage. (1.4A)</p> <p>Local funding shall exceed the amount of state G/T funding in order to provide not only G/T services but also related services such as Honors/AP programs, dual/concurrent enrollment courses, academic competitions and academic awards. Monies shall be used for gifted/talented testing, instructional materials, supplies, awards, professional development opportunities, and other advanced program expenses. (1.4A)</p> <p>A parent support group shall assist as volunteers and to provide fundraising for special projects. Funds are available for teachers and campuses through the ECISD Education Foundation by an application and selection process. (1.4A)</p>

<p>1.5 (A) Annual evaluation activities are conducted for the purpose of continued service development.</p> <p>1.5.1 (E) Ongoing formative and summative evaluation strategies, based on quantitative and qualitative data, are reviewed by the school board and used for substantive program improvement and development.</p>	<p>Evaluations will be performed annually for program improvement and development. (1.5A)</p> <p>Informal as well as formal assessment techniques shall be used to evaluate program services including but not limited to campus visitations, teacher conferences, parent interviews, student portfolios, student conferences, open forums, surveys, and student performances. (1.5.1E, 1.6A, 1.7A)</p> <p>An annual report shall be presented to the Board that shall include a summary of the annual surveys distributed and evaluated by the AAS Department. The annual report shall address compliance with the Texas State Plan for Education of Gifted/Talented Students and other services provided by the department. Proposed modifications to program services shall be presented during the annual report or as needed. (1.5.1E)</p>
<p>1.6 (A) Long-range evaluation of services is based on evidence obtained through gifted/ talented-appropriate performance measures such as those provided through the Texas Performance Standards Project (TPSP).</p>	
<p>1.7 (A) The development and delivery of curriculum for gifted/talented students is monitored regularly by trained administrators.</p>	<p>AAS teachers and specialists shall participate in AAS curriculum development throughout the school year in Professional Learning Communities and on designated professional development days as well as additional days for AAS program development and improvement. (1.7A)</p> <p>The designated executive director and the AAS director will monitor the development of curriculum. Campus administrators and the AAS staff observe classrooms to ensure services are delivered as part of the instructional monitoring process. (1.7A, 1.8A, 1.9A)</p>
<p>1.8 (A) District guidelines for evaluation of resources used to serve gifted/talented students are established and used in selecting materials that are appropriate for differentiated learning.</p>	<p>The AAS Department shall develop guidelines for evaluation of resources and selection of materials. Lists of titles to include print, texts, software, videos, manipulatives, and other technologies shall be developed. Dual adoptions of textbooks and materials are allowed to accommodate differentiation for advanced students within the foundation fund allocations for textbooks and materials. (1.8A)</p>

<p>1.9 (A) Curriculum for gifted/talented students is modified based on annual evaluations.</p> <p>1.9.1 (E) Gifted/talented curriculum is designed and evaluated through collaboration by specialists in content areas, special populations, instructional techniques, and gifted/talented education.</p>	<p>The AAS staff and teachers shall assist with the development of District curriculum documents to ensure their understanding of the District's goals for all learners. Teachers and staff members are included as members of content area task forces. Differentiation from the District curriculum in the various content areas shall be the responsibility of the AAS staff, the campus principals, and teachers. (1.9.1E)</p>
<p>1.10 (A) Develop a comprehensive manual or program guide describing all gifted/ talented programs, services, assessments, and communication, which is accessible to parents, community and students and includes district G/T contact information.</p> <p>1.10.1 (E) Develop a comprehensive manual or program guide describing all gifted/talented programs, services, assessments, and communication which is accessible to parents, community and students including district G/T contact information that is reported to the state.</p>	<p>A comprehensive manual will be available to all stakeholders at the beginning of each school year. The manual will be posted on the AAS website for accessibility. (1.10A, 1.10.1E)</p>
<p>1.11 (A) For any standard of service for which the district is out of compliance, develop a written plan specifying actions and timelines for achieving compliance.</p>	<p>The AAS Department along with the Campus Principal will develop a written plan specifying actions and timelines for achieving compliance. (1.11A)</p>
<p>1.12 (A) Funds used for programs and services must be determined effective and consistent with the standards set forth in this document.</p>	<p>The AAS Department and Director of Finance shall prepare a budget and oversee the allocation of G/T state and local funds. The budget shall be built in compliance with this plan. (1.12A)</p>

<p>1.13.1 (E) Release time and/or extended contracts are provided to enable teachers at all levels to form horizontal and vertical teams that coordinate gifted/talented services in the district.</p>	<p>AAS teachers shall participate in AAS curriculum development during the school year during PLC and on designated professional development days as well as additional days for AAS program development and improvement. (1.13.1E)</p>
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STUDENT ASSESSMENT

Gifted/talented identification procedures and progress monitoring allow students to demonstrate and develop their diverse talents and abilities.

Texas State Plan for the Education of Gifted / Talented Students	ECISD & Advanced Academic Services Policies, Regulations, Guidelines, and Procedures
<p>2.1 (A) Written policies on student identification for gifted/talented services are approved by the district board of trustees and disseminated to all parents (19 TAC §89.1).</p> <p>2.1.1 (E) Board-approved policies are reviewed at least once every three years and modified as needed.</p>	<p>EHBB (LOCAL) was adopted 4/22/98 and addresses student identification. EHBB (LEGAL) was adopted 8/20/96 and updated 2/5/2001 & 8/2017.</p> <p>Board policies related to the gifted/talented identification process will be reviewed by the AAS Department and the Assistant Superintendent annually and presented to the Board for revisions as deemed necessary. (2.1.A, 2.1.1E)</p>
<p>2.2 (A) Referral procedures for assessment of gifted/talented students are communicated to families in a language and form that the families understand or a translator or interpreter is provided to the extent possible.</p>	<p>Campus principals shall ensure that policies on identification are distributed during the annual general referral period with referral forms on all campuses and are included in educational planning materials. Identification procedures and paperwork are available year-round on the District AAS and GT website. Information is distributed in English and Spanish. Campuses shall notify the AAS Department if translations are needed in other languages. If requests are made, translations will be provided. (2.2A)</p>
<p>2.3 (A) Referral forms for assessment of gifted/ talented students are provided to families in a language and form that the families understand, or a translator or interpreter is provided to the extent possible.</p> <p>2.3.1 (E) Referral forms for assessment of gifted/talented students are provided to families in language and form that the families understand, or a translator or interpreter is provided.</p>	<p>Referral forms are available to every elementary teacher in Spanish and English. (2.3A)</p> <p>Community referral form is available on district website throughout the entire referral window. The form is available in Spanish and English. If a different language is needed, the AAS department will provide a translation or a translator. (2.3.1E)</p>

<p>2.4 (A) Families and staff are informed of individual student assessment results and placement decisions as well as given opportunities to schedule conferences to discuss assessment data.</p>	<p><u>Letters with the committee decision are mailed to the parents of each student who applies for GT services. Letters for those who do not meet the criteria for qualification include procedures for scheduling appeal conferences.</u> Communications to parents regarding services include contact persons and phone numbers. Conferences are scheduled as requested. (2.4A)</p>
<p>2.5 (A) An awareness session providing an overview of the assessment procedures and services for gifted/talented students is offered for families by the district and/or campus prior to the referral period.</p>	<p>Informational meetings are held during the referral period to provide an overview of services and to answer questions regarding Advanced Academic Services. Elementary meetings will be held at various locations throughout the district. Secondary meetings will be held on the individual campuses. (2.5A, 2.6A)</p> <p>Parent orientations shall be provided at the campus level. For Elementary, these will be held at the GT Cluster Campus. The AAS Department shall provide information and staff development for campus personnel to ensure accuracy of information provided during the parent orientations. Interpreters will be provided in Spanish. Interpreters in other languages will be provided, if requested and available. (2.5A, 2.6A)</p> <p style="text-align: right;">218</p>
<p>2.6 (A) All family meetings are offered in a language families can understand or a translator or interpreter is provided to the extent possible.</p>	
<p>2.7 (A) Provisions regarding transfer students, furloughs, reassessment, exiting of students from program services, and appeals of district decisions regarding program placement are included in board-approved policy (19 TAC §89.1(5)).</p>	<p><u>FURLOUGH FROM SERVICES</u></p> <p>A student may be furloughed for a period up to one year with approval from the AAS Director for reasons including but not limited to</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Joint custody which requires students to transfer in and out of the district • <input type="checkbox"/> Personal or immediate family illness • <input type="checkbox"/> Temporary disability • <input type="checkbox"/> Personal or immediate family crisis • <input type="checkbox"/> Irreconcilable scheduling conflict in secondary schools • <input type="checkbox"/> Alternative education placement <p>Furlough extensions beyond one year may result in reassessment for reentry by decision of the AAS Director.[See EHBB (REGULATION)]. (2.7A, 2.10A)</p>

<p>2.8 (A) Policy ensuring that transfer students are properly assessed and appropriately placed following notification of enrollment in the district is included in board-approved policy. Transfers from campus to campus within the district are also addressed in board-approved policy.</p> <p>2.8.1 (E) Equitable access to gifted/talented services for transfer students is provided through board-approved policy that is developed in consideration of current best-practice recommendations.</p>	<p><u>Transfer Students</u></p> <p>Students transferring into the district are afforded the opportunity to be screened for gifted services providing they submit a referral form within 4 weeks of entering ECISD.</p> <p>Students who move into ECISD must meet the district's criteria in order to receive services. Testing data from the previous district can be used as long as it measures aptitude or achievement and meets the criteria. If the data from the previous district is more than two years old, the AAS office may determine that additional testing is needed. Determination for services is based on the transfer records, observation report of the classroom, advanced academic teachers, and student/parent conference. (2.8A, 2.8.1E)</p> <p>Identified students who transfer within the District shall be placed in equivalent gifted program services at the receiving campus. (2.8.1E)</p>
<p>2.9 (A) When a gifted/talented student transfers to another district either in or out of Texas, that district is provided with the student's assessment data by the sending district.</p>	<p>When a student moves to another district, AAS records of the student are provided to that district at parent request. Students who transfer to another district may be reinstated without reassessment if they re-enter during the same school year or at the beginning of the succeeding fall semester providing it is within a year. (2.9A)</p> <p style="text-align: right;">219</p>
<p>2.10 (A) Policy is adopted allowing student furlough (the opportunity for students to have a leave of absence from gifted/talented program services) for specified reasons and for a certain period of time without being exited.</p>	<p>See 2.7(A)</p>
<p>2.11 (A) Policy related to reassessment of gifted/ talented students is based on performance in response to gifted/talented services and if reassessment occurs at all, it is no more than once in elementary grades, once in middle school grades, and once in high school.</p>	<p><u>REASSESSMENT</u></p> <p>Students are assessed at least once for gifted services. Reassessment is not necessary when a student moves from elementary to middle school or middle to high school. (2.11A)</p>

2.12 (A) Policy related to exiting of students from gifted/talented services is based on multiple criteria including student performance in response to services. Exiting of a student is finalized by committee decision after consultation with parents and student regarding the student's educational needs.

2.12.1 (E) Policy related to exiting of students from gifted/talented services is based on multiple criteria including student performance in response to services. Interventions are provided prior to committee decision. Exiting of a student is finalized by committee decision after consultation with parents and student regarding the student's educational needs.

EXIT FROM SERVICES

Each campus should monitor student performance within gifted services. If at any time the GT Campus Committee determines it is in the best interest of the student and his or her educational needs, they may request to exit a student from services. If a student or parent requests removal from services, the committee must meet with the parent and student prior to exiting. At the elementary level, if applicable, a meeting will be scheduled with the AAS director/specialist, the G/T teacher, the parent, and campus principal to discuss the parent request. At the Secondary level, the AAS office must receive documentation in writing from the parent/guardian of such request along with teacher, principal or counselor campus signature. Students who exit gifted services must be rescreened in order to begin receiving services. Multiple criteria including student performance must be used in response to exiting from services. (2.12A)

Each campus should monitor student performance within gifted services. If at any time the GT Campus Committee determines it is the best interest of the student and his/her educational needs, they may request to exit a student from services. If a student or parent requests removal from services, the committee must meet with the parent and student prior to exiting. Students who exit gifted services must be rescreened in order to begin services. The Request to Exit form must be filled out by the committee and submitted to the AAS office and placed in the student's cumulative folder. Students no longer receiving gifted services may not be coded in PEIMS. 220

Non-performance in Advanced Academics or within the regular program is not, by itself, sufficient reason for exit from services, but may be an indicator of other problems that may lead to a recommendation for exit. No single criterion, such as grades or conduct, is considered sufficient to remove a student from gifted services; rather, a comprehensive review of all data must be weighed by the GT Campus Committee. (2.12A, 2.2.1E)

Assignment to an alternative education campus within the district for more than one semester will result in the student being exited in lieu of a furlough. (2.12A)

<p>2.13 (A) Policy related to appeals allows parents, students, and educators to appeal placement decisions in a timely manner and to present new data, if appropriate.</p>	<p><u>Appeals</u> <i>EHBB (LOCAL) and FNG (LOCAL)</i></p> <p>The decision of the Campus AAS Committee is subject to appeal as outlined in EHBB (LOCAL) and FNG (LOCAL). The parent will have ten working days from the date of notification to appeal the AAS Committee decision. In addition, the subject teacher is invited to provide information that might impact retention or dismissal by the Campus AAS Committee. (2.13A)</p>
<p>2.14 (A) Provisions for ongoing identification of students who perform or show potential for performing at remarkably high levels of accomplishment in each area of giftedness served by the district are included in board- approved policy (19 TAC §89.1(1)).</p> <p>2.14.1 (E) The identification process for gifted/ talented services is ongoing, and assessment of students occurs at any time the need arises.</p>	<p>Students eligible for gifted services are screened in the area of general intellectual ability.</p> <p>A general referral period for Kindergarten shall be open in the fall of each year. Referral during this period is required for placement into services beginning March 1 of that academic year. (2.14A, 2.15A)</p> <p>A general referral period for grades 1-12 shall be open in the fall of each year. Referral during this period is required for placement into services for the following school year; however, students and/or parents/guardians transferring in must apply within the first 4 weeks of enrolling in the district for consideration in the GT program.</p> <p style="text-align: right;">221</p> <p>If a school administrator finds a student who performs or shows potential for performing at remarkably high levels of accomplishment after the identification window has passed, the principal should contact the AAS Department to arrange for an opportunity for the student to be screened by the Advanced Academics Department. (2.14A, 2.15.1E)</p>
<p>2.15 (A) Assessment opportunities for gifted/talented identification are made available to students at least once per school year.</p> <p>2.15.1 (E) Assessment opportunities for gifted/ talented identification are made available to students at least once a year at the elementary grades and once a semester at the secondary level.</p>	

<p>2.16 (A) Students in grades K–12 shall be assessed and, if identified, provided gifted/talented services (TEC §29.122 and 19 TAC §89.1(3)).</p> <p>2.16.1 (E) Students in grades K–12 are assessed and, if identified, served in all areas of giftedness included in TEC §29.121.</p>	<p>See identification criteria in Appendix for grades K-12. Program services are described in Section 3: Service Design and Section 4: Curriculum and Instruction. (2.16A)</p>
<p>2.17 (A) Data collected from multiple sources for each area of giftedness served by the district are included in the assessment process for gifted/talented services (19 TAC §89.1(2)). The assessment process allows for student exceptionalities to the extent possible.</p>	<p>The AAS Department shall review and, if determined necessary, revise the identification criteria for advanced services annually. Adjustments shall be based on standardized tests administered by the District, assessments, which measure the services provided, assessments, which allow identification of diverse populations, and assessments which provide both qualitative and quantitative information regarding the students.</p> <p>The State Assessment may be replaced by equivalent scores on other achievement tests. Cognitive Abilities Test (CogAT) Age Percentile Rank (APR) may be replaced by equivalent scores on other school abilities tests. The district will also review NWEA MAP to determine academic eligibility. (2.17A. 2.18A)</p>
<p>2.18 (A) Based on a review of information gathered during the assessment process, students whose data reflect that gifted/talented services will be the most effective way to meet their identified educational needs are recommended by the selection committee for gifted/talented services.</p>	<p>Students enrolled in bilingual education/ESL may substitute scores from equivalent tests given in their native language or may use nonverbal scores on similar tests. Students will receive continuing services unless the student and parent/guardian request removal or the student is removed for low performance. (2.19A)</p> <p>Students may be nominated for services by parents/guardians, teachers, peers, or themselves. Transfer students may apply when entering the District within four weeks if they were identified in the previous district or if the student did not have an opportunity to be screened in the previous district. The transferring parents/guardians must request the necessary records for identification. Anyone wishing to nominate a student must obtain the signature of the student and the parent/guardian on the referral form prior to submitting the referral by the stated deadline. Notifications will be sent as decisions are made at various times during the spring semester and upon completion of the process for transfer students.</p>
<p>2.19 (A) Students are assessed in languages they understand or with nonverbal assessments.</p>	

<p>2.20 (A) All kindergarten students are automatically considered for gifted/talented and other advanced level services.</p>	<p>In accordance with the Texas State Plan for the Education of Gifted/Talented Students (2019) 2.20A, 2.211A (accountability rating), all kindergarten students in Ector ISD are automatically considered for Gifted and Talented services.</p>
<p>2.21 (A) At the kindergarten level, as many criteria as possible, and at least three (3), are used to assess students who perform at or show the potential of accomplishment relative to age peers.</p>	<p>A general referral period for Kindergarten shall be open in the fall of each year. Referral during this period is required for placement into services beginning March 1 of that academic year.</p> <p>See Appendix for specific identification criteria for current year.</p>
<p>2.22 (A) In grades 1–12, qualitative and quantitative data are collected through three (3) or more measures and used to determine whether a student needs gifted/talented services.</p>	<p>Identification criteria shall include a minimum of three qualifying scores in three separate areas of assessment. These assessment tools may include but not limited to the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Achievement tests • <input type="checkbox"/> Cognitive Ability Tests • <input type="checkbox"/> Teacher, Parent, Community checklists • <input type="checkbox"/> Student Portfolios or sample work • <input type="checkbox"/> Report Card Semester averages • <input type="checkbox"/> Student Interviews <p>(2.22A)</p>
<p>2.23 (A) If services are available in leadership, artistic, and creativity areas, a minimum of three (3) criteria are used for assessment.</p>	<p>ECISD serves students in intellectual and academic ability.</p>
<p>2.24 (A) Access to assessment and, if needed, gifted/talented services is available to all populations of the district (19 TAC §89.1(3)).</p>	<p>Information regarding parent meetings and the identification process will be disseminated in the community through multi-media resources, Parent Link phone calls and announcements at school in English and Spanish. In addition, meetings will be held with students and parents to explain the benefits of the program in order to increase the number of students who apply for advanced programs. (2.24A)</p>

<p>2.25 (A) The population of the gifted/talented services program is closely reflective of the population of the total district and/or campus.</p>	<p>Changes in the identification process is providing growth in our GT population that is reflective of our current demographics. The department will use current year qualitative and quantitative data in the identification process. (2.25A)</p>
<p>2.26 (A) Final determination of students' need for gifted/talented services is made by a committee of at least three (3) local district or campus educators who have received training in the nature and needs of gifted/ talented students and who have met and reviewed the individual student data (19 TAC §89.1(4)).</p>	<p>The Elementary AAS Committee will be a District-wide committee consisting of:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Elementary AAS director/coordinator • <input type="checkbox"/> Elementary AAS Specialist • <input type="checkbox"/> Selected District personnel, the majority of whom have completed 30 hours of G/T training and are current with the annual 6-hour update. (2.26A, 2.27A, 2.27.1E) <p>The Secondary AAS Committee will be a campus-based committee consisting of</p>
<p>2.27 (A) The selection committee is formed of members who have completed training as required by 19 TAC §89.2.</p> <p>2.27.1 (E) The selection committee is formed of a majority of members who have completed thirty (30) hours of training and are current with the six-hour training update as required by 19 TAC §89.2(2-3).</p>	<ul style="list-style-type: none"> • <input type="checkbox"/> Secondary AAS director/coordinator • <input type="checkbox"/> One counselor per campus with current 6-hour GT training • <input type="checkbox"/> One G/T teacher from each core area of advanced services (who have completed 30 hours of G/T training and are current with the 6-hour update). (2.26A, 2.27A, 2.27.1E) <p style="text-align: right;">224</p>

<p>2.28 (A) A balanced examination of all assessment data collected through the district's gifted/ talented assessment process is conducted and used by the selection committee in making identification decisions.</p> <p>2.28.1 (E) Additional data beyond that collected through the district's standard gifted/talented assessment process are considered, as needed, by the selection committee in making identification decisions in order to make the most appropriate placement.</p>	<p>Elementary students who score close to the criteria for the grade level may participate in further screening at the decision of the AAS Committee. The results of that screening will be reviewed by the committee to determine appropriate placement of the child. (2.28A.1E)</p>
<p>2.29 (A) Student progress/performance in response to gifted/talented services is periodically assessed using standards in the areas served and identified in the written plan. Results are communicated to parents or guardians.</p>	<p>Review of NWEA MAP data and annual review of STAAR data guides decisions around services provided to students and supports provided to teachers. PSAT and SAT data is reviewed to inform assessment of secondary services. (2.29A)</p> <p style="text-align: right;">225</p>

SERVICE DESIGN

A flexible system of viable service options provides a research-based learning continuum that is developed and consistently implemented throughout the district to meet the needs and reinforce the strengths and interests of gifted/talented students.

Texas State Plan for the Education of Gifted / Talented Students	ECISD & Advanced Academic Services Policies, Regulations, Guidelines, and Procedures
<p>3.1 (A) Identified gifted/talented students are assured an array of learning opportunities that are commensurate with their abilities and that emphasize content in the four (4) foundation curricular areas. Services are available during the school day as well as the entire school year. Parents are informed of these options (19 TAC §89.3(3)).</p> <p>3.1.1 (E) Specialists and advocates for gifted/ talented students are consulted in the development of program policies and options.</p>	<p><u>ALL CAMPUSES</u></p> <p>During the annual Referral period, information (in both English and Spanish) describing the available services shall be distributed to all students. (3.1A, 3.1.1E)</p> <p>The staff of each campus shall ensure that students have access to academic contests, to opportunities of community services and programs as well as creativity contests and leadership programming. (3.2A)</p> <p>A framework as well as a scope and sequence of gifted services will be reviewed annually to ensure appropriate ongoing services. (3.3A)</p> <p>In grades K-5, students are identified and served in all four areas: English/language arts, math, science, and social studies. In grades 6-12, students are served in their areas of strength in the four core areas: English, social studies, math, or science services. (3.3A) Proposed changes in services shall be approved by the ECAS Department and forwarded to the Superintendent and the Board as appropriate. (3.1.1E)</p>
<p>3.2 (A) Information concerning special opportunities (i.e. contests, academic recognition, summer camps, community programs, volunteer opportunities, etc.) is available and disseminated to parents and community members.</p>	

3.3 (A) Services for gifted/talented students are comprehensive, structured, sequenced, and appropriately challenging, including options in the four (4) foundation curricular areas.

3.3.1 (E) Services for gifted/talented students are comprehensive, structured, sequenced, and appropriately challenging, including options in the four (4) foundation curricular areas: arts, leadership, creativity, and career & technical education.

3.4 (A) Gifted/talented students are ensured opportunities to work together as a group, work with other students, and work independently during the school day as well as the entire school year as a direct result of gifted/talented service options (19 TAC §89.3(1)).

ELEMENTARY

Kindergarten - 2nd Grade (Inclusion)

- ☐ The GT SIP curriculum will be emailed each week to K-2 cluster teachers with instructions and best-practices embedded in the information.
- ☐ Cluster teachers teach the GT lesson to the whole class providing scaffolding where necessary, but with an eye to supporting the GT student.
- ☐ GT lesson occurs for a minimum of 90-minutes one day a week as assigned by the district service schedule.
- ☐ Chess activities will be supported by traveling certified GT specialists.
- ☐ Specific teacher support will be provided by the certified GT specialists through PLCs once a week, individual conferences, and job-embedded practice.
- ☐ Cluster teachers will receive instruction on Compacting, QFT, and other teaching strategies through their weekly PLCs (Pending Principal Approval).
- ☐ All differentiation for GT students will be documented in the lesson plans of the cluster teacher.
- ☐ Kindergarten will be served after identification in March.
- ☐ Students will have the opportunity to participate in Camp SIP.
- ☐ Students will be grouped with a trained cluster teacher.
- ☐ CLUSTER TEACHERS WILL HAVE TAKEN THE 30-HOUR GT TRAINING AND/OR 6-HOUR UPDATE.

3rd - 5th and 6th Elementary (Pull-Out)

- ☐ GT Teacher Hours will be 7:45 - 3:45
- ☐ One day each week for two hours (120 minutes), GT students will be pulled out of their grade-level class to attend GT specific teaching provided by GT certified SIP Teachers.
- ☐ After pull-outs, the GT students will participate in individual check-ins with the GT Teacher to ensure that they are on-track with projects, goals, and growth.
- ☐ All pull-outs will take place on the student's campus. No students will be bused.
- ☐ No pull-out will exceed 20 students per teacher.

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- ☐ On campuses with larger numbers, multiple teachers will pull all students in a single grade-level at once (space permitting).
- ☐ Campus Principal will need to designate a space for Pull-Out.
- ☐ Instruction will include Chess training and Choice Projects and follow the district GT curriculum.
- ☐ Students will have the opportunity to participate in Camp SIP.
- ☐ Outside of the GT Pull-out the students will be grouped with a cluster teacher and receive enrichment and differentiated support in the classroom.
- ☐ CLUSTER TEACHERS WILL HAVE TAKEN THE 30-HOUR GT TRAINING AND/OR 6-HOUR UPDATE.

SECONDARY

Identified G/T students will be served in core content area for which they are identified. English and social studies services are designed to provide parallel and integrated services. Math and science services provide parallel and integrated services. Students may be enrolled in all four areas or only areas of their particular strength or talent: English, social studies, math, and science. The services will provide differentiated curriculum as defined by the Texas Education Agency and will be documented in the lesson plans.

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Middle School

Services are provided through GT Honors courses. The array of learning opportunities emphasizes content in the four core academic areas and is commensurate with the abilities of gifted learners. Gifted students, as well as highly motivated students with balanced academic profiles in the four core content areas shall be served in Honors courses. In addition, the program will address the requirements for G/T services outlined in the Texas State Plan for the Gifted and Talented. G/T students are expected to maintain participation in at least one content area. Honors courses are open to other high-end learners providing they meet the entrance criteria; Differentiated instruction shall occur for the G/T identified students in these courses and will be documented in the lesson plans.

- ☐ Served in Honors classes.
- ☐ GT students are clustered with other GT students and receive enrichment and differentiated support in the classroom

Support in the classroom:

- GT students will receive services through the Luminous Minds Project.
- Students will have the opportunity to participate in Camp SIP.
- CLASSROOM TEACHERS WILL HAVE TAKEN THE 30-HOUR GT TRAINING AND/OR 6-HOUR

UPDATE.

High School

Services are provided through core GT Honors, AP, IB and On-Campus Dual courses. The array of learning opportunities emphasizes content in the four core academic areas and is commensurate with the abilities of gifted learners. Gifted students, as well as highly motivated students with balanced academic profiles in the four core content areas shall be served Independent study courses and competitions allow identified and non-identified students to

work on common goals at an appropriate pace. Designated AAS courses as noted in the High School Course Description Guide, International Baccalaureate, Advanced Placement, On-Campus Dual, and Honors courses are open to other high-end learners providing they meet the entrance criteria; Differentiated instruction shall occur for the G/T identified students in these courses and will be documented in the lesson plans.

(3.3A, 3.31E)

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- Supported through Honors, International Honors, Advanced Placement, and International Baccalaureate Programme.
- Students are clustered with other GT students and receive enrichment and differentiated support in the classroom
- Academic Octathlon and Academic Decathlon are offered for all students but GT students are intentionally recruited for this opportunity
- GT students will have the opportunity to serve as Junior Counselors during Camp SIP.

3.5 (A) Flexible grouping patterns and independent investigations are provided throughout the program design/services.

The G/T identified students are not required to make-up assignments or homework for the attendance day in the G/T Program classroom.

Acceleration:

Students who exhibit core academic strengths that are best served by acceleration into another grade level may receive instruction at the grade level determined by examination of the student's skills. (3.5A)

<p>3.6 (A) Out-of-school options relevant to the students' areas of strength are provided by school districts whenever possible (19 TAC §89.3(3)).</p> <p>3.6.1 (E) Options that meet the needs of gifted/ talented students are available on a continuous basis outside the regular school day.</p>	<p>Dual credit options are available to GT students.</p> <p>Summer enrichment (Camp SIP) is also provided each summer.</p>
<p>3.7 (A) Local board policies are developed that are consistent with State Board of Education rules on credit by examination (19 TAC §74.24) and early high school graduation opportunities (TEC §56.203).</p>	<p>Board policies EHCD (Local), EHDC (Legal), EHDB (Legal), and address credit by examination. EIF (LEGAL) addresses early high school graduation.</p> <p>EHDD (Local) addresses dual enrollment. (3.7A)</p>

<p>3.8 (A) Acceleration and flexible pacing are employed, allowing students to learn at the pace and level appropriate for their abilities and skills, and are actively facilitated by district administrators, counselors, and teachers.</p>	<p>High school students are encouraged to participate in College Board Advanced Placement at Odessa High School, Permian High School, and New Tech Odessa, as well as the International Baccalaureate Program offered at Odessa High School.(3.8A) Middle school students have access to the Middle Years Programme at Crockett Middle School.</p> <p>In the classrooms that serve gifted/talented students in grades 1-12, content is expected to be accelerated beyond the current grade level although the student remains assigned to the grade level. Seventh grade students are accelerated in Math within Advanced Academics and the Secondary Gifted/Talented Program by taking the Algebra Qualifying Test that is used for credit by examination for Math 8. Curriculum compacting, tiered lessons, cluster grouping, and other strategies are also used to vary the pacing to meet the needs of advanced students. (3.8A)</p> <p>The staff of the AAS Department shall propose and oversee modifications and improvements to services for advanced students. Campus proposals shall be submitted for approval to AAS by November to meet the publication date of the High School Course Description Guide.</p> <p>The campus principal shall ensure that the campus improvement plan describes Local Education Agency (LEA) performance objectives and have set timelines and goals that are measurable to assess student performance and academic improvement. It shall also include provisions to encourage student awareness²³² of and participation in advanced options. Campus improvement plans must be developed, reviewed and revised annually for the purpose of improving student performance for all student populations. They must also, 1) identify how the campus goals will be met; 2) Identify resources needed to implement the plan; 3) Identify staff that will be used to implement the plan; 4) Provide data that shows how the LEA is measuring progress towards the performance objective to ensure it results in student academic improvement.</p> <p>The campus principal, in conjunction with all members of the campus staff, shall promote student participation in advanced options. (3.8A)</p>
<p>3.9 (A) Local board policies are developed that enable students to participate in dual/concurrent enrollment, distance learning opportunities, and accelerated summer programs if available.</p>	<p>Dual enrollment courses are available through a partnership with Odessa College and the University of Texas of the Permian Basin. (3.9A)</p> <p>Students are encouraged to continue in accelerated options throughout their school careers. Program options are outlined and explained to students and parents in campus orientations and course description guides. (3.8A, 3.9A)</p>

<p>3.10 (A) A person who has thirty (30) hours of professional learning in gifted/talented education and annual six (6) hour professional learning updates as required in 19 TAC §89.2(1) is assigned to coordinate district level services for gifted/talented students in grades K–12.</p> <p>3.10.1 (E) A person or persons with a gifted/ talented endorsement, supplementary certification, or advanced degree in gifted/talented education is assigned to coordinate the district’s K–12 gifted/ talented education services.</p>	<p>The AAS Department shall have supervisory authority over all advanced services in the District. Both the Advanced Academic Services Director and the Elementary and Secondary Coordinator shall have the state mandated 30 hours of GT staff development and the 6-hour annual update. (3.10A, 3.10.1E)</p>
<p>3.11 (A) Develop and implement services to address the social and emotional needs of gifted/ talented students and their impact on student learning.</p>	<p>Pull-out teachers will use the district SEL curriculum. Teachers and specialists provide SEL supports and resources for families and classroom teachers. (3.11A)</p>
<p>3.12.1 (E) Gifted/Talented Education Plans for identified students detail the individual gifted/talented needs and services.</p>	

CURRICULUM AND INSTRUCTION

Districts meet the needs of gifted/talented students by modifying the depth, complexity, and pacing of the curriculum and instruction ordinarily provided by the school.

Texas State Plan for the Education of Gifted / Talented Students	ECISD & Advanced Academic Services Policies, Regulations, Guidelines, and Procedures
<p>4.1 (A) An array of appropriately challenging learning experiences in each of the four (4) foundation curricular areas is provided for gifted/talented students in grades K–12, and parents are informed of the opportunities (19 TAC §89.3).</p> <p>4.1.1 (E) Curriculum options in intellectual, creative and/or artistic areas; leadership; and specific academic fields are provided for gifted/talented students.</p>	<p>The AAS Department shall oversee the provision of G/T and advanced academic services and shall direct the differentiation of the curriculum for students in the services. For G/T services, content, process, and product scope and sequence and curriculum framework differentiated from the general curriculum shall be developed in alignment with the State Goal for Services for Gifted/Talented Students:</p> <p>Students who participate in services designed for gifted/talented students will demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the development of innovative products and performances that reflect individuality and creativity and are advanced in relation to students of similar age, experience, or environment. High School graduates who have participated in services for gifted/talented students will have produced products and performances of professional quality as part of their program services. (See Texas State Plan for the Education of Gifted/Talented Students.) (4.1A, 4.3A)</p>
<p>4.2 (A) Opportunities are provided for students to pursue areas of interest in selected disciplines through guided and independent research.</p>	<p>The scope and sequence and framework shall be reviewed and revised as needed on an annual basis.²⁸⁴ A revised scope and sequence for the Honors Program shall be developed that appropriately serves G/T students as well as other high-end learners. AP courses will follow the College Readiness Standards and the approved College Board Syllabi. (4.1A)</p> <p>The G/T Program shall address the four core content areas using the elements of depth, complexity, and pacing outlined in The Texas Performance Standards Projects (TPSP), https://www.texaspsp.org/ and curriculum. Other curricula may be adopted as deemed appropriate by the AAS Department.</p> <ul style="list-style-type: none"> •Depth is defined as the exploration of content within a discipline; analyzing from the concrete to the abstract, familiar to the unfamiliar, known to the unknown; exploring the discipline by going past facts and concepts into generalizations, principles, theories, and laws; investigating the layers of experience within a

<p>4.3 (A) A continuum of learning experiences is provided that leads to the development of advanced-level products and/or performances such as those provided through the Texas Performance Standards Project (TPSP) (19 TAC §89.3(2)).</p> <p>4.3.1 (E) Students who have been served in a gifted program for one or more years are provided the opportunity, through gifted/talented curricula, to develop sophisticated products and/or performances assessed by external evaluators who are knowledgeable in the field that is the focus of the product.</p>
<p>4.4 (A) Participation in the Texas Performance Standards Project (TPSP), or other experiences that result in the development of sophisticated products and/or performances that are targeted to an audience outside the classroom, is available through gifted/talented curricula.</p>
<p>4.5 (A) Opportunities are provided to accelerate in areas of student strengths (19 TAC §89.3(4)).</p>
<p>4.6 (A) Flexible pacing is employed, allowing students to learn at the pace and level appropriate to their abilities and skills.</p>

concepts into generalizations, principles, theories, and laws, investigating the layers of experience within a discipline through details, patterns, trends, unanswered questions, and ethical considerations.

- Complexity is defined as extending content in, between, and across disciplines through the study of themes, problems, and issues; seeing relationships between and among ideas in/within the topic, discipline, and/or disciplines; examining relationships in, between, and across disciplines over time and from multiple points of view. Units of study shall be developed which address various elements in multiple combinations to accommodate the various learning styles and interests of the identified students. (4.1E, 4.4A)

In both the elementary G/T Program classroom and the cluster classroom, the G/T identified student will be given the opportunity to address the themes and generalizations adopted for grades 3- Elementary 6th. In addition, G/T cluster classrooms shall incorporate the elements of depth and complexity as they are introduced until fully implemented. Elementary G/T cluster classrooms shall also use Differentiation Strategies and provide thinking skills training for G/T students. Students will be given instruction in the research skills as outlined in the Continuum of Learning Experiences Frameworks (TPSP) (4.1A, 4.4A) <https://www.texaspsp.org/>

Other classroom strategies shall include but not be limited to:

- Content acceleration
- Flexible grouping
- Differentiated learning centers
- Alternate assignments
- Tiered lesson plans
- Tiered assignments
- Contract learning
- Whole class enrichment
- Curriculum compacting

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Creative and critical thinking strategies introduced in the initial 30-hour training, such as SCAMPER and Six Thinking Hats, should be taught directly then synthesized in the core content areas. Other programs such as Creative Problem Solving and Future Problem Solving may be utilized. (4.5A)

Secondary services include GT Honors at all middle school campuses, the AP/GT Program at PHS & OHS, New Tech Odessa and International Baccalaureate (IB) at Odessa High School, and campus dual enrollment. Currently the secondary G/T programs address the four core content areas. The College Board AP Program expands the offerings to art, Spanish, Latin, French, music theory and computer science. PHS & OHS high schools offer advanced music programs. Other opportunities will be provided for the students

<p>4.7 (A) Scheduling modifications are implemented in order to meet the identified needs of individual students.</p>	<p>through the Luminous Minds Project(4.1A)</p> <p>High school course offerings are currently published in the High School Course Description Guide. Elementary and middle school courses are briefly described in materials published during the general Referral and orientation periods. (4.1A)</p> <p>A brochure of services shall be developed and available in print or online annually. (4.1A)</p>
<p>4.8 (A) Provisions to improve services to gifted/ talented students are included in district and campus improvement plans (TEC §§11.251- 11.253).</p> <p>4.8.1 (E) Resources and release time for staff are provided for curriculum development for gifted/talented services.</p>	<p>The campuses in collaboration with AAS shall make modifications as needed. (4.8A)</p> <p>AAS teachers shall participate in AAS curriculum development during the school year on designated professional development days as well as additional days for AAS program development and improvement. (4.8.1E) ²³⁶</p>
<p>4.9 (A) Educators adapt and/or modify the core or standard curriculum to meet the needs of gifted/talented students and those with special needs such as twice-exceptional, highly gifted, and English learners.</p>	<p>The AAS staff and teachers shall assist with the development of District curriculum documents to ensure their understanding of the District's goals for all learners. Teachers and staff members are included as members of content area task forces. Differentiation from the District curriculum in the various content areas shall be the responsibility of the AAS staff, the campus principals, and teachers. (4.9A)</p>
<p>4.10.1 (E) Release time and/or extended contracts are provided to enable teachers at all levels to form vertical teams that coordinate gifted/talented services in the district.</p>	<p>Elementary GT Program teachers are given one week of curriculum and staff development planning before gifted/talented classes begin in the fall. (4.10.1E)</p>

PROFESSIONAL LEARNING

All personnel involved in the planning, creation, delivery and administration of services to gifted/talented students possess the knowledge required to develop and provide differentiated programs and services.

Texas State Plan for the Education of Gifted / Talented Students	ECISD & Advanced Academic Services Policies, Regulations, Guidelines, and Procedures
<p>5.1 (A) A minimum of thirty (30) clock hours of professional learning that includes nature and needs of gifted/talented students, identification and assessment of gifted/ talented students, and curriculum and instruction for gifted/talented students is required for teachers who provide instruction and services that are a part of the district's defined gifted/talented services. Teachers are required to have completed the thirty (30) hours of professional learning prior to their assignment to the district's gifted/talented services (19 TAC §89.2(1)).</p>	<p>Teachers are required to have completed the thirty (30) hours of professional development prior to assignment to the district's gifted/talented services. Teachers without required training who are assigned to provide instruction and services that are part of the district's defined gifted/talented services are required to complete the thirty (30) hour training within one semester. Professional development provided by the AAS Department, the Texas Association for the Gifted and Talented, the TEA Department of Advanced Academic Services, the Region 18 Education Service Center G/T Division, International Baccalaureate and the College Board are approved for credit. Prior to any other activity for credit, the AAS Director shall approve the professional development.</p> <p>All kinder, bilingual and GT cluster teachers are required to receive thirty (30) clock hours of professional development.</p> <p>If a staffing vacancy occurs in the elementary G/T cluster or Honors/AP classroom, the principal is expected to fill the vacancy with a teacher with the appropriate G/T training. (5.1A, 5.2A)</p>
<p>5.2 (A) Teachers without required training who are assigned to provide instruction and services that are part of the district's defined gifted/ talented services are required to complete the thirty (30) hour training within one semester (19 TAC §89.2(2)).</p>	<p>In extenuating circumstances, a plan will be on file showing how the teachers will receive 30 clock hours²³⁷ within one semester. (5.2A)</p>

<p>5.3 (A) Teachers are encouraged to obtain additional professional learning in their teaching discipline and/or in gifted/talented education.</p> <p>5.3.1 (E) District support in the form of release time or tuition assistance is available for graduate studies in gifted/ talented education for teachers who provide services to gifted/talented students.</p> <p>5.3.2 (E) Teachers are encouraged to pursue advanced degrees in their teaching discipline and/or in gifted/talented education.</p> <p>5.3.3 (E) Release time is provided for teachers and administrators to visit campuses or districts that have model services for gifted/talented students.</p>	<p>Teachers receive contract additives upon completion of advanced degrees. (5.3.2E)</p> <p style="text-align: right;">238</p>
<p>5.4 (A) A written plan for professional learning in the area of gifted/talented education that is based on identified needs is implemented and updated annually.</p>	<p>The district professional development plan includes individual as well as group identified needs. Ongoing analysis of gifted/talented service goals and staff individual plans are reviewed to determine needs. The plan is developed annually. (5.4A)</p>
<p>5.5 (A) Opportunities for professional learning in the area of gifted/talented education are provided on a regular basis, and information on them is disseminated to professionals in the district.</p> <p>5.5.1 (E) Mentors and others who offer specialized instruction for gifted/ talented students are provided training or resources to increase their understanding of the nature and needs of these students and the district goals for the students, including the state goal for gifted/talented students.</p>	<p>The AAS Department shall develop a plan for professional development that addresses the state requirements and the District services. A calendar of AAS professional development is published on the district website. (5.5A)</p>

<p>5.6 (A) Teachers who provide instruction and services that are a part of the district's defined gifted/ talented services receive a minimum of six (6) hours annually of professional development in gifted/talented education that is related to state teacher gifted/talented education standards (19 TAC §89.2(3) and TAC §233.1).</p> <p>5.6.1 (E) Teachers who provide instruction and services that are a part of the district's defined gifted/talented services receive a minimum of six (6) hours annually of professional development in gifted/talented education based on evaluation of G/T services.</p> <p>5.6.2 (E) All staff receive an orientation to the district's gifted/talented identification processes and gifted/talented services provided by the district or campus, along with training on the nature and needs of the gifted/ talented.</p>	<p>Teachers serving gifted/talented students receive a minimum of six (6) hours annually of professional development in gifted/talented education. Annual updates are provided which are commensurate with the teachers' experience in the program. A coherent sequence of professional development shall ensure that staff members receive a consistent experience. (5.6A, 5.6.1E)</p> <p style="text-align: right;">239</p>
<p>5.7 (A) Annually, each teacher new to the district receives an orientation to the district's gifted/ talented identification processes and the district's services for gifted/talented students.</p>	<p>Through professional development for teachers new to the District, the AAS Department shall provide an orientation regarding advanced services program options and identification procedures. (5.7A)</p>

<p>5.8 (A) Teachers as well as administrators who have supervisory duties for service decisions are required to complete a minimum of six (6) hours of professional development that includes nature and needs of gifted/talented students and service options for gifted/talented students (19 TAC §89.2(4)).</p> <p>5.8.1 (E) Administrators who have authority for gifted/talented service decisions receive a minimum of six (6) hours annually of professional development in gifted/talented education.</p>	<p>Administrators and counselors shall complete a minimum of 6 hours annually of professional development that includes nature and needs and program options for G/T students. (5.8A, 5.8.1E)</p>
<p>5.9 (A) Counselors who work with gifted/talented students are required to complete a minimum of six (6) hours of professional development that includes nature and needs of gifted/ talented students, service options for gifted/ talented students, and social emotional learning (19 TAC §89.2(4)).</p> <p>5.9.1 (E) Counselors who work with gifted/ talented students receive a minimum of six (6) hours annually of professional development in gifted/ talented education.</p>	<p>Counselors and administrators who make decisions about gifted/talented students receive a minimum of six (6) hours annually of professional development in gifted/talented education. A coherent sequence of professional development shall ensure that staff members receive a consistent experience. (5.9A)</p> <p style="text-align: right;">240</p>
<p>5.10 (A) Local district boards of trustees are trained to ensure program accountability based on the Texas State Plan for the Education of Gifted/ Talented Students (19 TAC §89.5).</p> <p>5.10.1 (E) Local district boards of trustees are encouraged to pursue professional development on the Texas State Plan for the Education of Gifted/Talented Students.</p>	<p>The Board shall be notified of options to receive professional development including reports to the Board, the Texas Association for the Gifted and Talented Conference, guest presenters, Region 18 G/T Roundup and specially developed sessions for the Board. (5.10A)</p>

<p>5.11 (A) Evaluation of professional learning activities for gifted/talented education is ongoing and related to state teacher gifted/talented education standards, and the results of the evaluation are used in making decisions regarding future staff development plans (19 TAC §89.5 and TAC §233.1).</p> <p>5.11.1 (E) A long-range plan for professional development that culminates in graduate studies in gifted/talented education, supplemental gifted/ talented certification, advanced degrees in gifted/talented education, and/or their teaching discipline is pursued by a majority of the teachers who provide advanced-level and/or gifted/talented services.</p>	<p>Evaluations are solicited from each professional development activity. Walkthroughs and other data are utilized to measure the implementation of the activity. Follow-up activities or repetitions are determined based on evaluations. (5.11A)</p> <p>The Department shall seek an agreement with universities that offers the endorsement/certification courses in G/T to align the District professional development with the endorsement/certification program. (5.11.1E)</p> <p style="text-align: right;">241</p>
<p>5.12 (A) Gifted/talented services staff are involved in planning, reviewing, and/or conducting the district's gifted/talented professional learning.</p>	<p>Members of the AAS staff create and conduct the professional development offered by AAS in collaboration with experts in the field. (5.12A)</p>

FAMILY/COMMUNITY INVOLVEMENT

The district involves family and community members in services designed for gifted/talented students throughout the school year.

Texas State Plan for the Education of Gifted / Talented Students	ECISD & Advanced Academic Services Policies, Regulations, Guidelines, and Procedures
<p>6.1 (A) Written policies are developed on gifted/ talented student identification, approved by the local board of trustees and disseminated to parents (19 TAC §89.1).</p>	<p>See EHBB (LOCAL) The identification criteria included in the ECISD Plan for Advanced Academic Services shall be disseminated to parents during the general Referral period. (6.1A)</p>
<p>6.2 (A) Input from family and community representatives on gifted/talented identification and assessment procedures is invited annually.</p>	<p>Each year a survey is sent out to families, students, and teachers. That information is used in evaluating gifted and talented services, and to inform decisions around departmental policy and procedures. (6.2A)</p>
<p>6.3 (A) Information is shared or meetings are held annually requesting parent and community recommendations regarding students who may need gifted/talented services.</p>	<p>The district provides informational meetings on the campuses where services are delivered. Social media, flyers, campus newsletters, newspaper advertisements, and public service announcements notify parents and community members of the Referral period and the informational meetings. Translators and translations are provided in Spanish and, if available, other requested languages. The campus staff provides information regarding their campus program; the AAS Department provides Referral and identification information. (6.3A)</p>
<p>6.4 (A) The opportunity to participate in a parent association and/or gifted/talented advocacy groups is provided to parents and community members.</p> <p>6.4.1 (E) Support and assistance is provided to the district in gifted/talented service planning and improvement by a parent/community advisory committee.</p>	<p>Parents of gifted students are encouraged to participate in volunteer activities of the local parent organization, Parent Adocacy Committee. (6.4A)</p>

<p>6.5 (A) An array of learning opportunities is provided for gifted/talented students in grades K–12, and parents are informed of all gifted/talented services and opportunities (19 TAC §89.3).</p>	<p>A brochure describing the student opportunities in AAS shall be published and revised annually. The brochure shall be available in English and Spanish as well as, if available, in other requested languages. Information will be posted to the AAS webpage. (6.5A)</p> <p>During the fall semester of each year, parents of AAS students shall be given a general overview of program services at their respective campuses. The secondary AAS staff shall provide updates to services and educational planning options during educational planning each year. (6.5A, 6.7A)</p>
<p>6.6 (A) Products and achievements of gifted/talented students are shared with the community.</p>	<p>Each campus will acknowledge the accomplishments and/or displaying the products of AAS students. (6.6A)</p>
<p>6.7 (A) Orientation and periodic updates are provided for parents of students who are identified as gifted/talented and provided gifted/talented services.</p>	<p>During the spring semester parents of newly identified GT students will be invited to attend an orientation to Gifted and Talented services. This orientation will provide an overview of program services as well as available parent supports. (6.7A)</p> <p style="text-align: right;">243</p>
<p>6.8 (A) The effectiveness of gifted/talented services is evaluated annually, shared with the board of trustees, and the data is used to modify and update district and campus improvement plans. Parents are included in the evaluation process, and the outcomes and findings of the evaluation are shared with parents (TEC §§11.251–11.253).</p>	<p>Surveys will be distributed annually to parents, students, teachers, administrators, and other community members to evaluate the services of the program. The AAS Department shall review the data and make recommendations for any changes in services. Changes will be presented to the Superintendent and the Board, if applicable. (6.8A)</p>
<p>6.9.1 (E) Community volunteers are organized and provided an orientation about working with gifted/talented students.</p>	

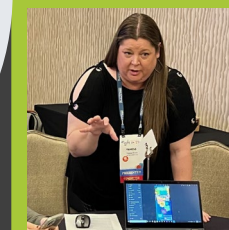
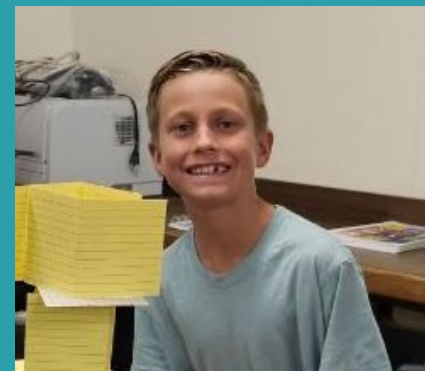
<p>6.10.1 (E) Liaisons with business and community organizations are established, and the use of community resources (retired community members, foundations, universities, etc.) is evident in the service options available for gifted/ talented students.</p>	
<p>6.11.1 (E) Professional development opportunities are offered by the gifted/talented coordinator in collaboration with the parent advisory committee to staff, parents, and community members.</p>	
<p>6.12.1 (E) Presentations are given to community groups and organizations to solicit their involvement in services for gifted/talented students.</p>	244
<p>6.13.1 (E) A data bank of resources is compiled for use by gifted/talented students, their teachers, and their parents.</p>	
<p>6.14.1 (E) Support for mentorship and independent study programs in the district is solicited by the parent/ community advisory committee.</p>	



OUR students...THE future

Advanced Academic Services

2021-2023



Leadership

Dr. Lilia Nanez

Associate Superintendent of Curriculum and Instruction

Dr. Andrea Moreno-Hewitt

Executive Director of Curriculum and Instruction

Dr. Kristen Vesely

Director of Advanced Academic Services

Stephanie Wright

Elementary Advanced Academic Services Coordinator

Heath Anderson

Secondary Advanced Academic Services Coordinator

Team Members

4 Gifted and Talented Specialists

(K-2 GT Inclusion)

11 Gifted and Talented Teachers

(3-Elementary 6 Pull-Out)

4 Secondary Specialists

(6-12 Advanced Academics)

4 Campus AP Coordinators

(New Tech, Odessa HS, and Permian HS)

2 Campus IB Coordinators

(Odessa HS and Crockett MS)

Presentations

State Level:

- gift ED22
- gift ED23
- Texas Association for the Gifted and Talented Leadership Conference 2022, 2023, 2024
- Texas Association for the Gifted and Talented Equity and Access 2021, 2022, 2023

National Level:

- National Association Gifted Children Forum 2022
- Advanced Placement National Conference 2023

Depth and Complexity Trainer of Teachers

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Programs and Services

- Gifted and Talented (K-12)
- City Chess Tournament (3-12)
- Camp Scholars in Progress (2-8)
- Honors (6-10)
- International Honors (6-10)
- Advanced Placement (9-12)
- International Baccalaureate (10-12)
- SAT, PSAT/NMSQT, PSAT8/9
- Academic Decathlon & Octathlon



Student Participants

Program and Service	Number of Students
Gifted & Talented	3,472
Middle School Honors	2,418
High School Honors	2,820
Advanced Placement	2,041
International Honors	488
International Baccalaureate Diploma Programme	47
International Baccalaureate Middle Years Programme	Com ing Soon !



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6

Gifted and Talented

K-12 Services

Chess for Champs

- Chess Tournament 3rd - 12th Grade
- 300-400 students



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Summer Camp Scholars in Progress

- Elementary and Middle School
- 200 Elementary
- 100 Middle School
- 60-70 High School – Junior Counselors



7



Advisory Committee

Connie Drager – *Elementary Cluster Teacher*

Julie Marshall – *Elementary Principal*

Maribel Aranda – *Director of Leadership*

Martha Burrola – *Secondary Teacher*

Rachel Waite – *Secondary Parent*

Jacque Carrillo – *Elementary Gifted and Talented Program Teacher*

Laura Gomez – *Parent Advocacy Committee Representative*

Amanda Vesely – *Secondary Parent and Special Education Representative*

Robin Fawcett – *Former GT Parent and District Leader*

Dr. Andrea Moreno Hewitt – *Executive Director of Curriculum and Instruction*



TEA's Goal for Gifted Education

Students who participate in services designed for gifted and talented students will demonstrate skills in

self-directed learning, thinking, research,
and **communication**

as evidenced by the development of

innovative products and **performances** that reflect

individuality and creativity and are advanced in relation to students of similar age, experience, or environment.

High school graduates who have participated in services for gifted and talented students will have produced products and performances of **professional quality as part of their program services**.



Who are the GT Students?

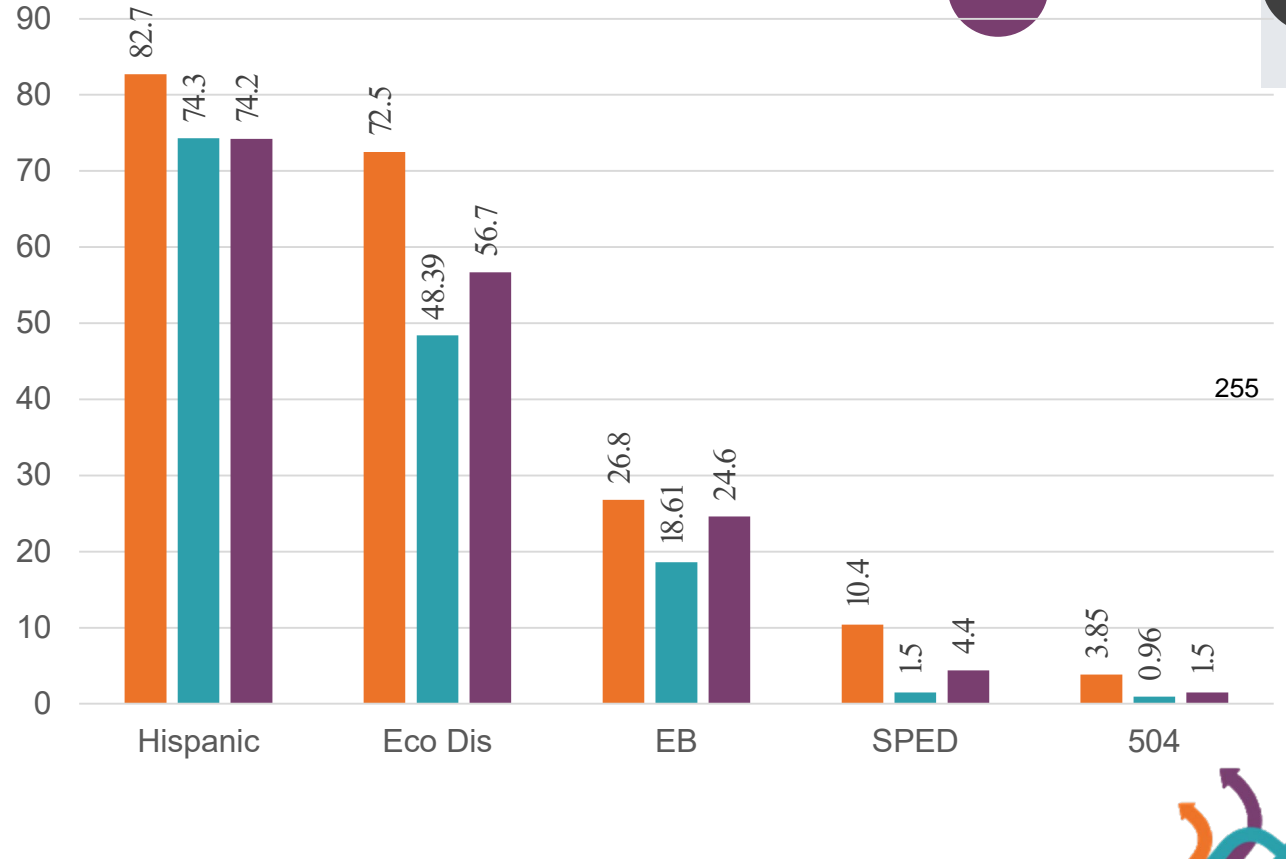
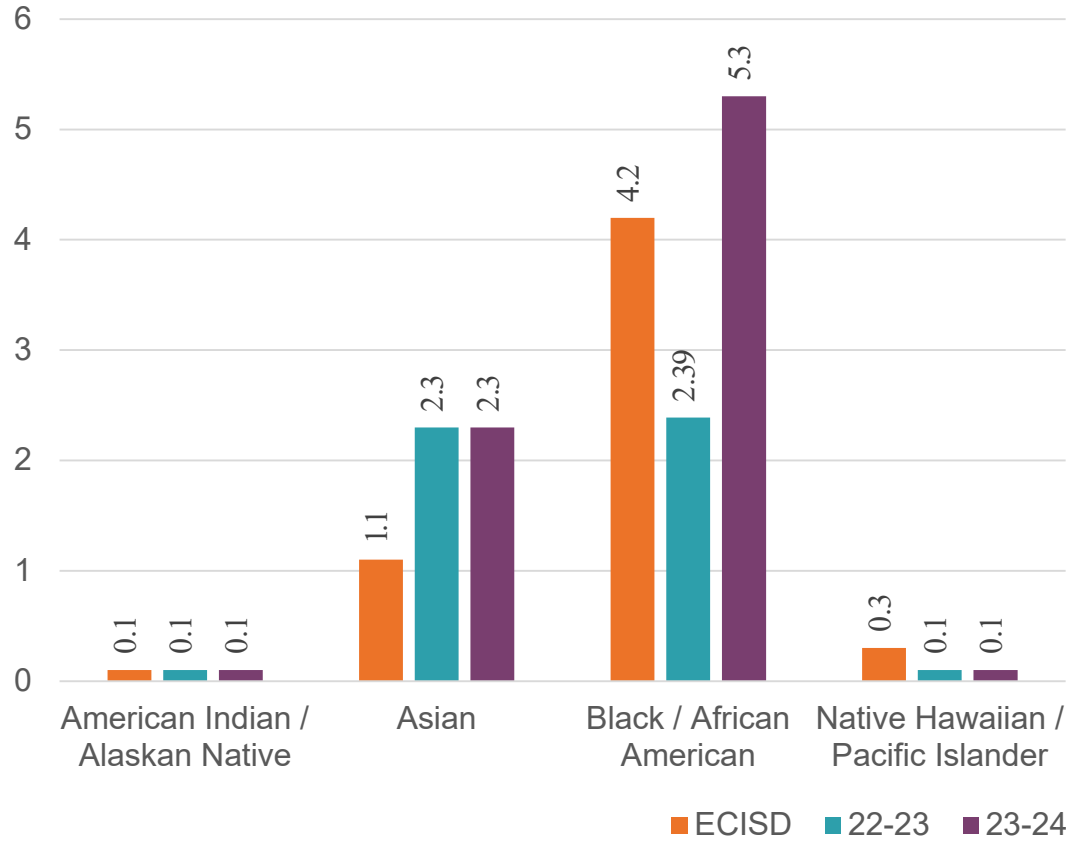


	Total Students	American Indian / Alaskan Native	Asian	Black / African American	Hispanic	Native Hawaiian / Pacific Islander	White	Eco Dis	EB	SpEd	504
ECISD	34,305	58 (.1%)	351 (1.1%)	1,462 (4.2%)	27,548 (82.7%)	100 (.3%)	4,402 (13.2%)	24,151 (72.5%)	8,851 (26.8%)	3,475 (10.4%)	1,259 (3.8%)
2023-2024	3,472 (10.1%)	4 (.1%)	78 (2.3%)	180 (5.3%)	2,541 (74.2%)	3 (.1%)	638 (18.6%)	1,942 (56.7%)	843 (24.6%)	151 (4.4%)	50 ²⁵⁴ (1.5%)

	Elementary Total Students	Middle School Totals	High School Totals
ECISD	15,256	6,967	9,036
Gifted & Talented	1,472 (9.64%)	915 (13.1%)	1,085 (12%)



Demographic Changes

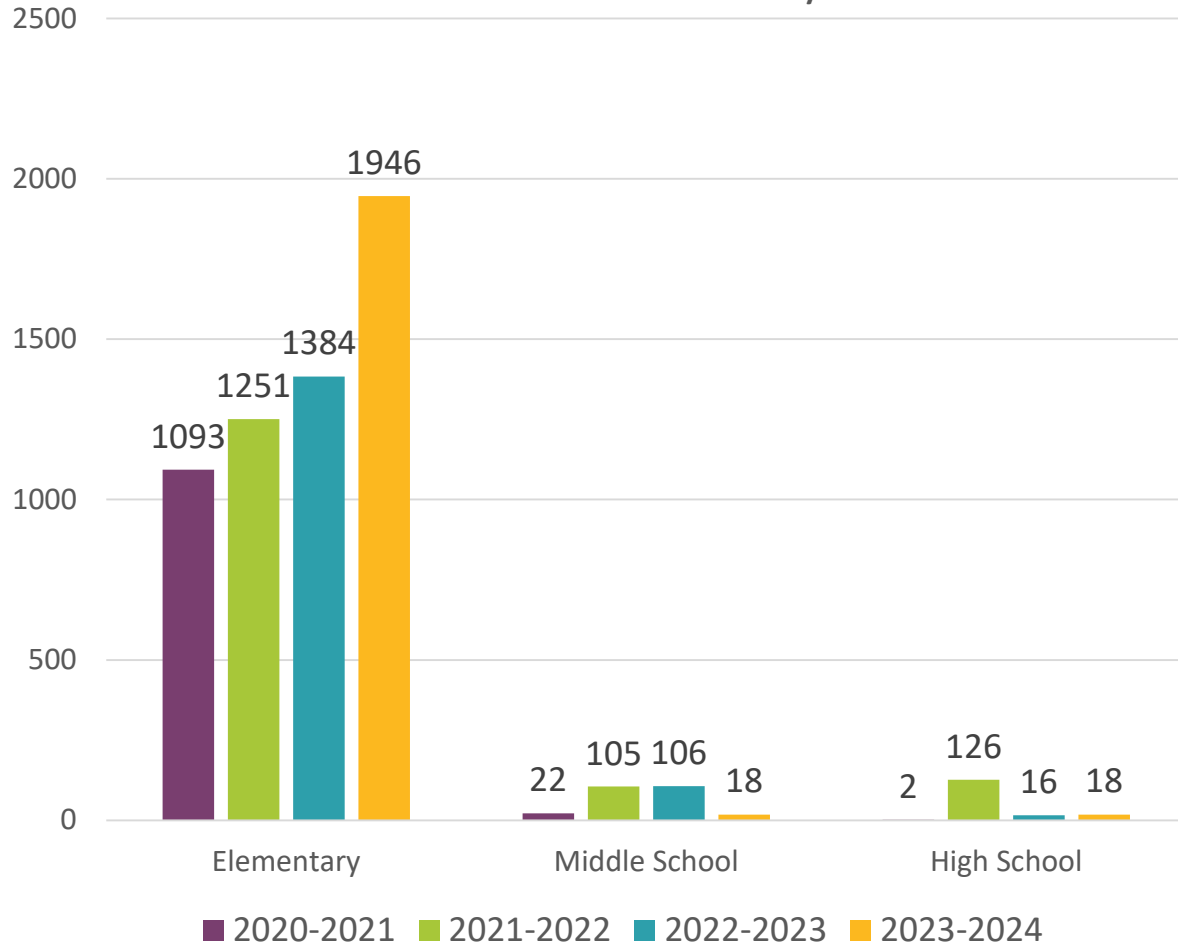




Identification



Total Number of Testers by Year



Grade	Community Referrals	Teacher Referrals	Total Referrals	Total Identified
Kinder	17	445	462	92
1 st Grade	12	387	399	117
2 nd Grade	8	311	319	53
3 rd Grade	11	265	276	42
4 th Grade	6	221	227	31
5 th Grade	1	258	259	44
Elem. 6 th	3	1	4	4 ²⁵⁶
6 th Grade	0	1	1	0
7 th Grade	6	2	8	6
8 th Grade	6	2	8	1
9 th Grade	6	0	6	3
10 th Grade	11	0	11	3
11 th Grade	1	0	1	0
Totals	84	1897	1981	393



Chart of Services



Kindergarten, First, & Second	Third, Fourth, Fifth & Elem. Sixth	Middle School	High School
Clustered Inclusion	Pull-out (120 min weekly) AND Clustered Classes	Honors Classes <u>Choice:</u> International Baccalaureate	International Honors Honors Advanced Placement <u>Choice:</u> CTE Classes ²⁵⁷ International Baccalaureate
Other Services: Camp Scholars In Progress Chess Tournaments Showcase Super Saturday		Other Services: Luminous Minds Chess Tournament Camp Scholars In Progress Super Saturday	Other Services: Camp Scholars In Progress Jr Counselors Chess Tournament Super Saturday Academic Decathlon Academic Octathlon



External Program Review

Strengths

- “ECISD has admirably fulfilled both the spirit and requirements outlined in the Texas State Plan.”
- “[ECISD] has established a robust array of services tailored to meet the unique needs of gifted students within the district, alongside implementing policies and procedures to promote accountability and foster program growth.”

Considerations for Improvement

- Campus support to ensure fidelity of implementation
- Curate robust secondary offerings that align to the state plan



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Honors (6 - 10) & Advanced Placement (9 - 12)

Access:

- Open-Enrollment
- Opt-Out
- Gifted Auto-Enrollment
- Recruitment via AP Potential

Supports:

Advanced Placement Curriculum
Advanced Placement Boot Camp
Progress Checks & DDI Support
Teacher Incentive Allotment

Honors:

- Higher-level classes
- Luminous Minds Project
 - Advanced Placement Alignment
 - Summer Reading

Advanced Placement:

- College Level classes
- College credit when students earn a qualifying score on an Advanced Placement Exam





Advanced Placement Curriculum Support

AP LANGUAGE AND COMPOSITION - YEAR AT A GLANCE

UNIT

1

Days/Units: 11 days

AP Exam Weight:

Rhetorical Situation Reading: 11-14%

Rhetorical Situation Writing: 11-14%

Claims and Evidence Reading: 13- 16%

Claims and Evidence Writing: 11-14%

Reasoning and Organization Reading: 13- 16%

Reasoning and Organization Writing: 11-14%

Style Reading: 11-14%

Style Writing: 11-14%

Personal Progress Check Date 8/31

UNIT

2

Days/Units: 11 days

AP Exam Weight:

Rhetorical Situation Reading: 11-14%

Rhetorical Situation Writing: 11-14%

Claims and Evidence Reading: 13- 16%

Claims and Evidence Writing: 11-14%

Reasoning and Organization Reading: 13- 16%

Reasoning and Organization Writing: 11-14%

Style Reading: 11-14%

Style Writing: 11-14%

Personal Progress Check Date 9/20

UNIT

3

Days/Units: 11 days

AP Exam Weight:

Rhetorical Situation Reading: 11-14%

Rhetorical Situation Writing: 11-14%

Claims and Evidence Reading: 13- 16%

Claims and Evidence Writing: 11-14%

Reasoning and Organization Reading: 13- 16%

Reasoning and Organization Writing: 11-14%

Style Reading: 11-14%

Style Writing: 11-14%

Personal Progress Check Date 10/16

UNIT

4

Days/Units: 11 days

AP Exam Weight:

Rhetorical Situation Reading: 11-14%

Rhetorical Situation Writing: 11-14%

Claims and Evidence Reading: 13- 16%

Claims and Evidence Writing: 11-14%

Reasoning and Organization Reading: 13- 16%

Reasoning and Organization Writing: 11-14%

Style Reading: 11-14%

Style Writing: 11-14%

Personal Progress Check Date 11/02

Unit Resources

[Unit Overview](#)

[STL Activities](#)

[RHS Activities](#)

[REO Activities](#)

[CLE Activities](#)

[Videos](#)

[Progress Check](#)

Unit Resources

[Unit Overview](#)

[STL Activities](#)

[RHS Activities](#)

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Unit Resources

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Unit Resources

[Unit Overview](#)

[STL Activities](#)

[RHS Activities](#)

[REO Activities](#)

[CLE Activities](#)

[Videos](#)

[Progress Check 16](#)

Advanced Placement Exam Data



	2020	2021	2022	2023
Number of Students	535	818	1,052	1,177
Total Tests Taken	837	1,319	1,664	1,849
Number Qualifying Exams	287	251	291	379
Percent Qualifying Exams	34.3%	19.0%	17.5%	20.5%

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COVID - TESTED AT HOME

09/05/23 CB AP Score Reports



Advanced Placement Scholars



	2020	2021	2022	2023
AP Scholars	21	23	25	32
AP Scholar with Honor	4	0	3	5
AP Scholar with Distinction	2	5	3	4
National AP Scholar	0	0	0	0
Total Scholars	27	28	31	41
09/05/23 CB AP Scholar Reports				

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Partnership Grant Renewal



NATIONAL
MATH + SCIENCE
INITIATIVE



2023-2026

CRP (College Readiness Program)

- Training and Support for Math, Science, English, and Computer Science AP Teachers
- Leadership Team support (Monthly)

LTF (Laying the Foundation)

- Teacher Training (2-days in July)

Middle Years
Programme

CANDIDATE SCHOOL

CROCKETT

Middle School



Candidate School

Anticipated Authorization: January 2026

Access:

- Application following Choice School Application Dates

All students are IB students

International
Baccalaureate
Middle Years
Programme

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20 Year Celebration of Diploma Programme Authorization

Access:

- Application following Choice School
Application Dates
- Students new to district have 30 days
to apply

9th & 10th Grade – International Honors
11th & 12th Grade – Diploma Programme

International Honors & International Baccalaureate



International Baccalaureate Diploma Programme



	2020	2021	2022	2023
Number of Students	45	34	36	43
Number of Exams	144	87	104	86
Number of Passed Exams	102	46	73	39
Percentage of Passed Exams (ECISD)	70.8%	52.9%	70.2%	45.3%
Percentage of Passed Exams (Texas)	68.5%	73.7%	65.9%	
Diploma Candidates	25	13	14	12
Diploma Recipients	12	4	8	5
Percentage of Diploma Recipients	48.0%	30.8%	57.1%	41.7%

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ACT, SAT, PSAT/NMSQT, & PSAT 8/9

PSAT 8/9 – 8th Grade in October

PSAT/NMSQT – 10th & 11th Grade in October

SAT – 11th & 12th Grade

ACT – Saturday Testing at Permian (Testing Site)

Support:

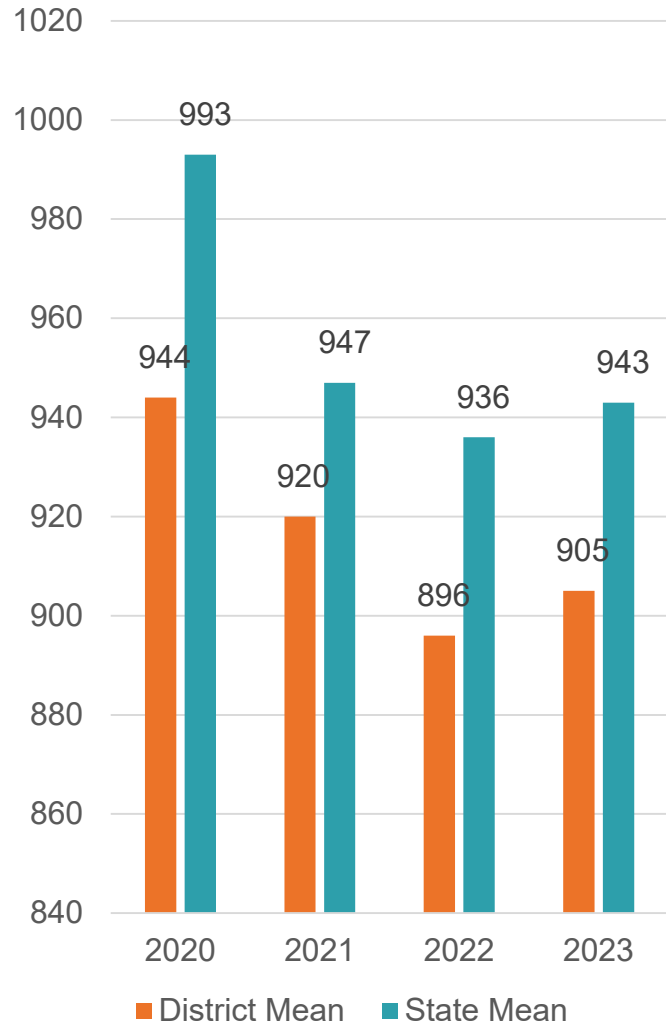
- Boot Camps for 11th & 12th graders
- Campus Data Training and DDI

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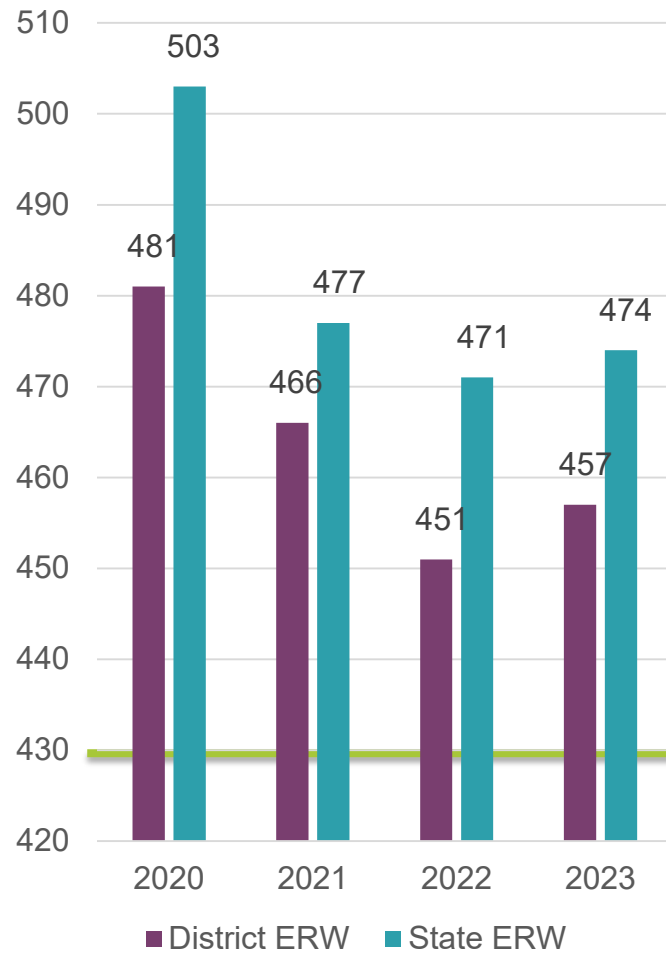


PSAT Data

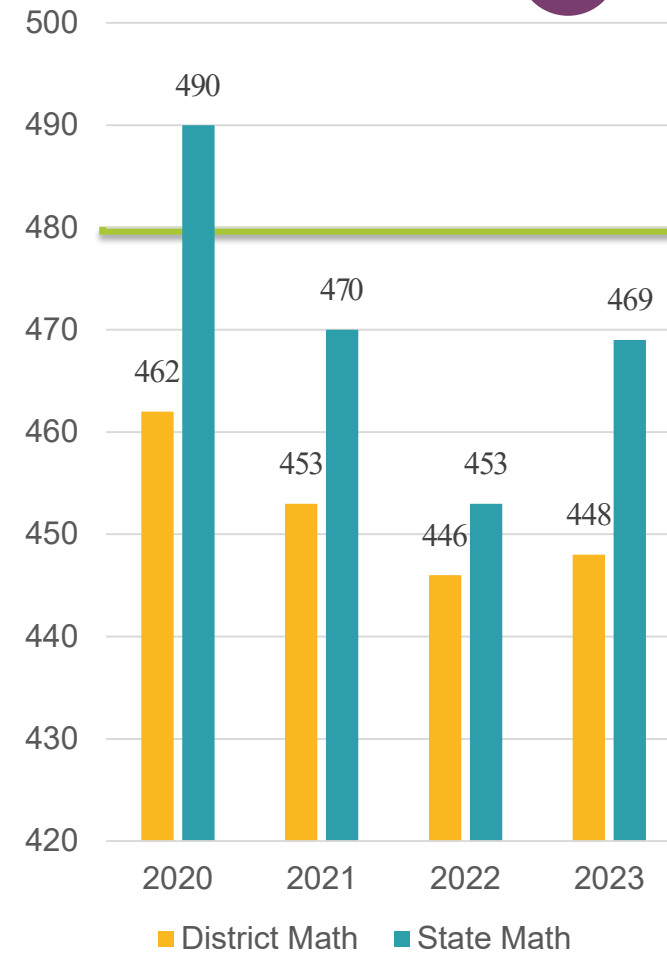
Mean Score



Evidence-Based Reading & Writing (430)

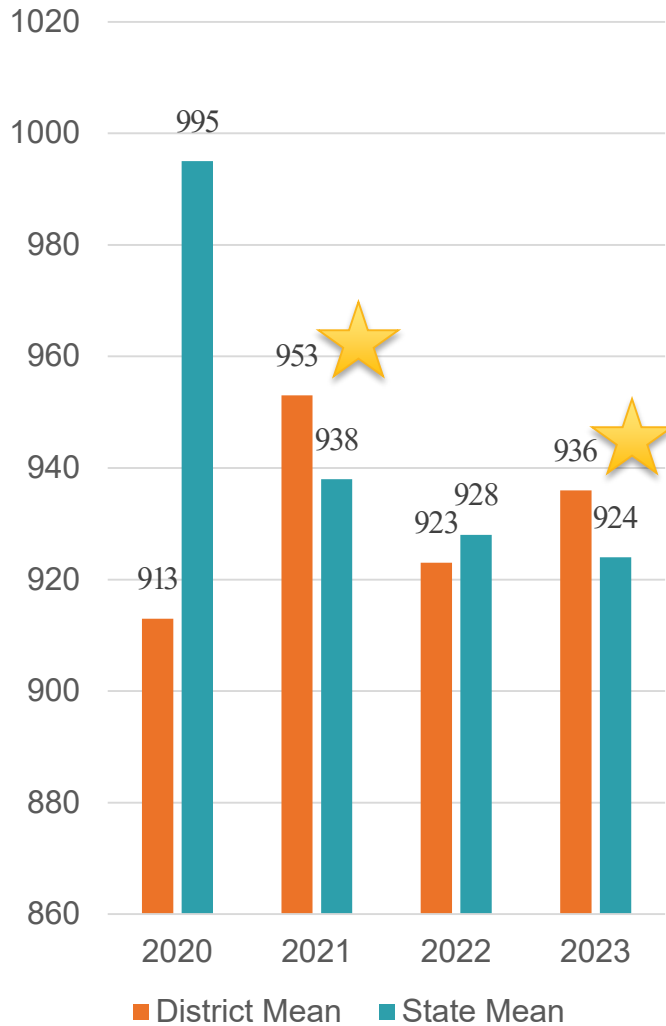


Math (480)

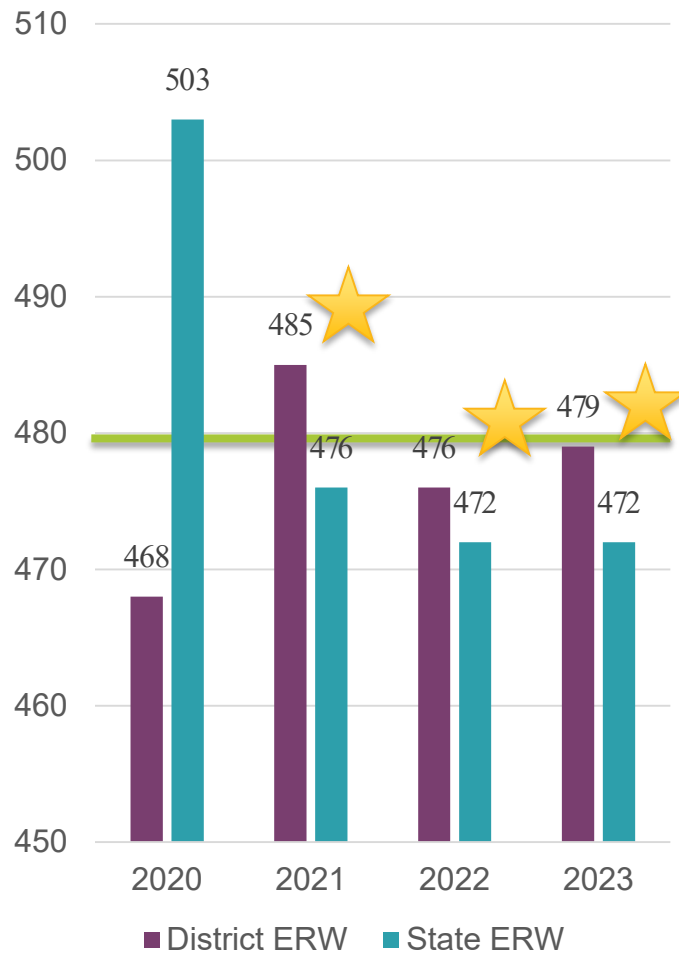


SAT Data

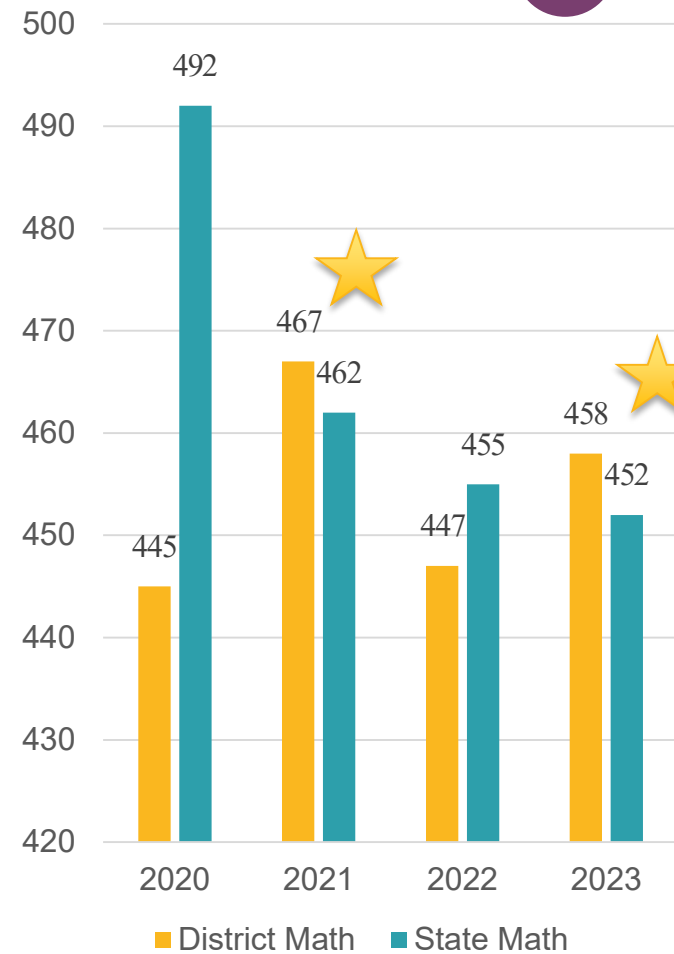
Mean Score



Evidence-Based Reading & Writing (480)



Math (540)



College Board National Recognitions

	2020-2021	2021-2022	2022-2023
National Hispanic	17	11	41
National Indigenous	1	0	1
National African American	1	3	5
National Rural and Small Town	11	0	0
Total Students	19	14	47
Schools Represented	3 out of 5	3 out of 5	5 out of 5

National Merit Scholars

	2020-2021	2021-2022	2022-2023
Commended Scholar	0	0	3
Semi-Finalist	1	0	1
Finalist	0	0	1



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Academic Decathlon & Octathlon

Academic Competition for high school students (10 and 8 Events)

Competitions:

3 Campus Invitationals – September, October, November

ECISD District Invitational – January

Regionals – January – Keller, TX

State – San Antonio & Scholarship Competition in Frisco



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Academic Decathlon Regional Results



2020 – No competition due to COVID

2021 – All teams advanced to State

	2021-2022	2022-2023	2023-2024
New Tech Odessa (Small School)	1 st Place Advance to State	2 nd Place Advance to Scholarship	1 st Place Region – Advance to State 3 rd Place State – Advance to Nationals
Odessa Collegiate Academy (Small School)	3 rd Place Advance to Scholarship	1 st Place Advance to State	2 nd Place Advance to State
Odessa High (Large School)	4 th Place	6 th Place	5 th Place
Permian High (Large School)	2 nd Place Advance to Scholarship	4 th Place	4 th Place Advance to Scholarship

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Thank You

Any Questions





Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Scott R. Muri, Ed.D., Superintendent of Schools

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL TO ENDORSE BOARD OF TRUSTEE DR. STEVE BROWN TO FILL A POSITION ON THE TASB BOARD OF DIRECTORS**

DATE: May 21, 2024

ECISD Board of Trustee Dr. Steve Brown currently holds a position on the TASB Board of Directors for Region 18. This position is now open. The ECISD Board of Trustees are invited to endorse his candidacy to fill this position.

A TASB Director represents his or her region on the Board, guiding the organization in fulfilling its mission to provide advocacy, visionary leadership, and high quality services to TASB members.

Dr. Steve Brown is seeking your endorsement for this seat on the TASB Board of Directors.



ACTIVE MEMBER DIRECTOR NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: Steve Brown

SCHOOL DISTRICT: Ector County Independent School District

Our school district's board of trustees understands:

1. *The candidate must have served at least 18 months, in the aggregate, on the local board by December 31 of the TASB election year.*
2. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
3. *The local board's nomination shall also serve as its candidate endorsement for that TASB Director position.*
4. *A TASB Director's attendance at TASB Board meetings is important.*
5. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

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This nomination was approved by our board of trustees at a duly called meeting on _____ (Date)

Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME (of officer): Chris Stanley

TITLE (of officer): Board President

WILLINGNESS TO SERVE (to be completed by the candidate)

I, Steve Brown, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region 18, Position _____.



Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Form A, B, & C, must be received by TASB on or before July 1, 2024.

RETURN TO: E-mail: boardcommunications@tasb.org

Interviews will be held at TASB Headquarters in Austin on September 6–7, 2024.

Steve Brown

Region 18

A native of Odessa, Steve Brown dedicated 35 years to Ector County ISD (ECISD) as a teacher and administrator. After retiring from the district in 2011, Brown decided to continue serving the district by running for the ECISD Board of Trustees. He is currently in his third term as a trustee.

He has completed the Leadership TASB program and is a Master Trustee. Brown has been actively involved in education and community organizations, including the United Way of Odessa, West Texas Educators Credit Union, Texas Association of Secondary Principals, Greater Opportunities of the Permian Basin Head Start, and Medical Center Hospital Advisory Board.

He received his doctorate in education administration, master of education in guidance and counseling, and bachelor's in political science from Texas Tech University. He also earned a master of education in education administration from Sul Ross State University.

TASB Director Nomination Information

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TASB Board of Directors

- **Terms:** Directors serve 3-year terms, once elected to a 3-year term, can be elected to maximum of 3 additional terms
- **Vacancies:** Directors can be elected to a term of less than three years when a vacancy is created by resignation or a Director leaving his or her local board
- **Duties:** supervise, control and direct affairs of TASB in accordance with Articles of Incorporation, Bylaws, and Advocacy Agenda
- **Board Meetings:** Four annual meetings—Spring, Summer, Convention, December

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TASB Nomination Materials

- By April 30, local school districts (Active Members) are notified of vacancies and expiring terms on the TASB Board.
- Board Presidents and Superintendents will receive an e-mail with the following information:
 - Nomination Form
 - Endorsement Form
 - TASB Nominations Q&A
 - New Directors Candidate Questionnaire
 - Biographical Sketch
 - Excerpt VI from the TASB Bylaws
- Materials will also be posted on the TASB website.

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TASB Nomination Submissions

To submit a nominee from your local school board for a vacancy or expiring position on the TASB Board in your TASB Region:

The following must be received in the TASB Austin office no later than **Monday, July 1** at 11:59 p.m.

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- Nomination Form (Local Board action is required)
- Biographical Sketch
- New Director Candidate Questionnaire

Endorsement Process

- By July 3, a complete listing of nominated individuals will be posted on the [TASB Nominations page](#).

Local school boards (*Active Members*) within a TASB Region containing a vacancy or expiring position can endorse a nominated candidate by submitting the TASB Endorsement Form on or before **August 29** at 11:59 p.m.

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Endorsement Process (continued)

- Endorsements can only be accepted from districts that take **board action** to endorse between **July 3** and **August 29**.
- A district's nomination of an individual also serves as an endorsement for that candidate.
- According to the TASB Bylaws, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.
- An endorsement count for each candidate will be updated each business day on the TASB website.

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Endorsement Process (continued)

District participation in the Endorsement Process is strongly encouraged :

- If a nominated individual has received endorsements from a majority of the Active Members in the Region, one more than 50%, that individual is elected to the Board and will take office after the final convention session in the year elected. (Large District nominations serve as a majority)
- If no individual has received a majority of the endorsements, the Delegate Assembly ballot will include the TASB Nominations Committee's nominees and will also list any nominated individuals who have received endorsements from at least 25 percent of the Active Members within their Region.

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TASB Nominations Committee

For positions in which no individual has received a majority of regional endorsements:

- The TASB Nominations Committee will meet in Austin in September to interview nominated individuals and prepare a slate of nominees to present to the Delegate Assembly. 284
- Candidate expenses incurred for the interview will be the responsibility of the local school district.

Delegate Nomination

- If a candidate is not selected by the TASB Nominations Committee to appear on the Delegate Assembly ballot and has not received endorsements from 25 percent of the Active Members in their TASB Region, they can be nominated by their local district's Delegate Assembly Delegate.
- The candidate must have interviewed with the Nominations Committee and submit a Delegate Nomination Form and a statement of the candidate's intent and consent to run for the position by this alternate means. These documents must be **received in the TASB Austin office** five days prior to the annual Delegate Assembly.

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Delegate Candidate

At Delegate Assembly:

- If there is more than one nominee for a Director position, the nominees will be allowed three minutes to speak to the Assembly on their behalf.

The nominee receiving the majority of votes from the Delegates present and voting shall be elected to the TASB Director position.

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If you have any questions or need further information regarding the TASB Director Nominations Process, please contact Lysa Hoelscher at (800) 580-8272, ext. 2976 or (512) 467-0222, ext. 2976.





Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF NON-RENEWAL OF MULTI-YEAR CONTRACTS DUE TO LACK OF FUNDING

DATE: May 21, 2024

Due to a lack of funding for the 2024/2025 year and thereafter, in accordance with Texas Local Government Code 271.903, the local government retains the right to terminate contracts at the expiration of each budget period. To that end and due to lack of future year funding, we are presenting various contracts for non-renewal for 2024/2025 and onward. Supporting documentation will be provided under separate cover.

Administrative Recommendation:

Approval of non-renewal of presented multi-year contracts



BOARD OF TRUSTEES

SUBJECT: Consent Agenda

PRESENTED BY: Dr. Scott R. Muri

BACKGROUND INFORMATION:

Ector County ISD adopted the use of the consent agenda as a means of expediting regular meetings. Consent agenda items consist of typical or routine matters in nature and typically have been discussed in a prior Board Work Study session. As such, the Board can consider all items included in the Consent Agenda with one motion. Should the Board choose to consider any item on the Consent Agenda separately, that item can be removed from the Consent Agenda, discussed, and voted on separately.

ADMINISTRATIVE RECOMMENDATION:

Approval of the Consent Agenda.



REQUEST FOR APPROVAL OF MINUTES OF MEETINGS

Attached you will find minutes of meetings of the Board of Trustees for:

April 09, 2024 – Annual Team Building Training
April 16, 2024 – Regular Board Meeting

AT A BOARD OF TRUSTEES/SUPERINTENDENT ANNUAL TEAM BUILDING TRAINING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BUILDING THIRD FLOOR CONFERENCE ROOM A/B, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS AT 5:00 P.M., APRIL 9, 2024, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Robert Thayer
Wayne Woodall

Absent:

School Officials: Scott Muri

Others: None

26676 Meeting Called to Order: Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 5:00 p.m.

26677 Verification of Compliance with Open Meeting Law – this is to certify that the provisions of Section 551.001 of the Texas Government Code have been met in connection with the public notice of this meeting: Board President Christopher Stanley, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

26678 Opening Remarks by Superintendent: There were no opening remarks.

26679 Public Comment: Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board’s procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There were no public comments.

Team Building

26680 The Board of Trustees will participate in Annual Team Building Training – Dr. Cathy Minberg: The Board of Trustees and the Superintendent Dr. Scott R. Muri participated in Annual Team Building Training led by Dr. Cathy Minberg.

No action required.

26681 Closing Remarks by the Superintendent: There were no closing remarks.

26682 **Adjournment:** Christopher Stanley, Board President adjourned the Board meeting at 8:00 p.m.

Board President
Christopher Stanley

Board Secretary
Tammy Hawkins

AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON APRIL 16, 2024, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Robert Thayer
Wayne Woodall

Absent:

School Officials: Dr. Scott Muri, Mike Adkins, Dr. Lilia Nanez, Deborah Ottmers, Dr. Keeley Boyer, Dr. Anthony Sorola, Alicia Syverson, Dr. Kellie Wilks

Others: Tatiana Dennis, Jessica Gore, Lisa Wills, Mark Gabrylczyk, Magaly Nieto, Sam Magallan, Melissa Skinner, Heather Potts, Albessa Chavez, Shari Riley, Thelma Chapa, Ryan Merritt, Jaime Miller, Javier Ruiz, Naomi Fuentes, Taylor Roy, Anthony Garcia, Dora Flores, Stacey Nunez, Berta Saldibar, Marissa Lopez, Aaron Hawley, Jennifer Valencia, AJ Valencia, Tracey Borchardt, Brenda Guerrero, April Mendoza, Mandy Hinojos, Martha Cirrincione, Jenavy Garcia, Cynthia Garcia, Lily Garcia, Stephanie Burton, Liz Garcia, Victoria Henderson, Heather Potts, Nory Leachon, Rita Lopez, Mary Franco

26683 **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

26684 **Verification of Compliance with Open Meeting Law:** Christopher Stanley, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

26685 **Pledge of Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by ECISD Transition Learning Center Student Jaden Walker. Regrettably, Josue Rodriguez was unable to attend.

26686 **Invocation:** The Invocation was led by Board Member Dr. Steve Brown. Unfortunately, Pastor Zuniga of Kingdom Church was unable to attend.

26687 **Special Presentations:**

Presentation of 2024 CoSN Chief Technology Officer of the Year Award to Dr. Kellie Wilks: On April 9, 2024 our Chief Technology Officer Dr. Kellie Wilks was honored with the 2024 Withrow Chief Technology Officer of the Year Award from CoSN - The Consortium for School Networking, a premiere association of K-12 education technology leaders. The Withrow CTO of the Year Award, named after long-time EdTech leader Frank Withrow, recognizes an individual who has been a key education innovator. ²⁹³

Dr. Wilks has a long-standing history of supporting ECISD. She was involved in the Raising Blended Learners Grant and the Math Innovation Zones Grant, as well as initiatives to bridge the digital divide. She is a collaborative leader who has developed partnerships in the community that encourage shared best practices and provide opportunities for all students.

Recognition of Permian High School Students Who Qualified for International Thespian Contest: Chief Communications Officer Mike Adkins introduced the ten Permian HS student who qualified for the International Thespian Festival at Indiana University in June 2024. To qualify, each student competed in their category against approximately 3,000 students from across Texas. This is just the second year Permian has competed at Texas Thespians since the '90s. Last year, two qualified to go on; this is a big, big increase and these students represent the hard work and success being built with MOJO theatre.

PHS International Thespian Festival Qualifiers:

- Brooklyn King - Stage Management
- Rachel Herrera - Stage Management (Texas Theatre Scholar Award)
- Kaleb Burton - Solo Musical Theatre (Texas Theatre Scholar Award)
- Madelyn Linville - Solo Musical Theatre (Texas Theatre Scholar Award)
- Megan Lowry - Solo Musical Theatre
- Hope Joyce - Solo Musical Theatre
- Colton Lewis - Group Acting
- Jonah Davisson - Group Acting
- Wade Harvey - Group Acting
- Jay Dean – Monologue

Recognition of CTE State Qualifiers: In ECISD, about 8,000 students are enrolled in Career & Technical Education (CTE) classes and many of them participate in the contests associated with those courses. Skills USA, Business Professionals of America and Texas Association of Future Educators give students in CTE courses the opportunity to test their skills against students from across the state and nationally. This year over 100 CTE students qualified for state competitions and while we were not able to bring them all here at the same time, they were recognized for their achievements through a video presentation.

Skills USA | Welding - 12, Auto Tech - 2, Auto Collision - 3, Culinary Arts - 80
Business Professionals of America | OHS - 7, PHS - 13
Texas Association of Future Educators | (6)

Presentation of Spirit Scholarship Winners from Odessa High School and Permian High School: Chief Communications Officer Mike Adkins introduced the Odessa High School and Permian High School Spirit Scholarship Recipients. When a company requests to use one of our trademarked logos for Permian High School or Odessa High School, it must agree to a licensing agreement and the annual fee that goes with it. Those fees are pooled into a scholarship fund for PHS and OHS, five students from each high school are selected from the pool of applicants. Those students represent four areas of involvement – Athletics, AVID,

Career & Technical Education, and Fine Arts. This year's Broncho Spirit and MOJO Spirit Scholarship recipients are:

Odessa High School

- Alexa Soto | AVID-Culinary Arts & Sports Medicine | UTPB | Major: Sports Medicine
- Jacqueline Marquez | Baylor University | Major: Pre-Med
- Natalie Lopez | AVID | UTPB | Major: Education - HS English
- Jenavy Garcia | Fine Arts | UTPB | Major: Business
- Andy Del Real | Football, Track & Powerlifting | UT Permian Basin | Major: Petroleum Engineering

Permian High School

- Jaizlynn Kuhlmann | AVID-Powerlifting Team | UTPB | Major: Nursing
- Giancarlo Garcia | UT San Antonio | Major: Kinesiology
- Larissa Garcia | Band -Drum Major | UT San Antonio | Major: Physical Therapy
- Edith A. Lopez-Gutierrez | UT Permian Basin | Major: Biology
- Jamorah Caufield | AVID-Track & Field, Miss PHS | TX State University | Major: Respiratory Therapy & Psychology

26688 **Opening Remarks by Superintendent:** In his opening remarks, Superintendent Dr. Scott Muri talked about “award” season beginning as we move into the final weeks of the school year. He reminded them of the ECISD Outstanding Teachers picnic at a RockHounds game coming up in two weeks. This is the annual celebration of the campus teachers of the year, and the two teachers of the year will throw out the first pitch of the game.

26689 **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

In public comment,

Sapna Yadalla, a senior at Permian High School addressed the board sharing her experience in band. She said fine arts programs create spirit, require discipline to practice and improve, and expand a student's mind in ways textbooks cannot. She thanked the school board for supporting fine arts in a big way.

Bond 2023

26690 **Bond 2023 Update:** Deborah Ottmers, Chief Financial Officer and Dr. Anthony Sorola, Associate Superintendent of Operations provided the Board of Trustees with a Bond 2023 update. Trustees received an update on the progress of Bond 2023 projects. A local Career & Technical Education (CTE) committee is studying ideas for the new CTE Center. The committee has met three times so far and has made two site visits to existing CTE Centers – CTECH in Hobbs, New Mexico, and the LIFT Center in Abilene. Another committee is at work studying middle schools. This committee has met twice and has scheduled a site visit to Griffin MS in Lewisville for May 3. This Friday, two architect firms will host project planning sessions for the Transportation Center, Permian HS auditorium, JROTC

projects, and the middle school. The Fine Arts Department has now ordered 135 instruments at a cost of \$372,000 and 26 of those have arrived and are on campus being used by students. In regard to interactive flat panels, the IT Department anticipates installation will be complete in all classrooms by June. In the finance update, money has now been encumbered for land purchases, architect services, technology items, fine arts instruments, and athletics projects. A little more than \$20 million has been encumbered, which is about 5% of the total bond cost. Looking forward, two Requests for Qualifications are currently posted for Geotechnical & Special Testing and Construction Manager at Risk, and contracts are being finalized with architects DLR for the new Transition Learning Center and with JSA for the new Agricultural Farm.

No action required.

Action Items

26691 **Discussion of and Request for Approval of Purchases over \$50,000:** Moved by Brown, seconded by Woodall to approve Purchases over \$50,000 as presented.

Motion unanimously approved.

26692 **Discussion of and Request for Approval for the Superintendent to Negotiate and Enter into a Lease Agreement with Sunset Golf & Country Club, LLC. Concerning the Property Located at 9301 Andrews Hwy., Odessa, Texas 79768:** Moved by Abalos, seconded by Miller to authorize the Superintendent to negotiate and enter into a Short-Term Lease Agreement with Sunset Golf & Country Club, LLC. concerning the property located at 9301 Andrews Hwy., Odessa, Texas 79768, the said lease to expire on or before August 1, 2024, for the primary purpose of winding down the golf course operations of the current owner and to allow the District additional time to close on the land purchase. In so authorizing the Superintendent, the Board finds that the three-part test articulated by the Texas Supreme Court for satisfying the requirements of Texas Constitution, Article III, Section 52(a), has been met in connection with the proposed transaction.

Motion unanimously approved.

26693 **Consent Agenda:** Moved by Abalos seconded by Hawkins to approve Consent Agenda as presented.

- A. Request for Approval of Minutes of Meetings
- B. Request for Approval of Bills for Payment
- C. Request for Approval of Acceptance of Donations Over \$10,000
- D. Request for Approval of Odessa HS Business Professionals of America Students Out-of-State Travel to Chicago, IL
- E. Request for Approval of Odessa HS Texas Association of Future Educators' Students Out-of-State Travel to Washington, DC
- F. Request for Approval of Permian HS Texas Business Professionals of America Students Out-of-State Travel to Chicago, Illinois

- G. Request for Approval of Instructional Materials Allotment Certification of Provisions of Instructional Materials Survey 2024-2025
- H. Request for Approval of Low Attendance Waiver

Motion unanimously approved.

Report/Discussion Items

26694 **Presentation of the Fine Arts Program:** Dr. Aaron Hawley, Executive Director of Fine Arts presented this item for discussion. ECISD is proud to house some of the most exemplary fine arts programs in Texas. From elementary school music and art to advanced programs, a total of 25,978 students, representing 79% of ECISD's student body, receive fine arts instruction each week. Data shows the significant benefits of participating in fine arts, with a graduation rate of 90.8% among fine arts students, nearly 20% higher than those not engaged in such programs. Moreover, 91.9% of fine arts students pass End of Course exams, surpassing their non-participating peers by approximately 14%.

The 5th-Grade Strings program has expanded to 15 elementary schools, involving over 400 students. Community support for fine arts education continues to grow, evidenced by the recent Bond 2023 initiative, which allocated \$18.5 million for fine arts and JROTC (a branch of fine arts). The impact of this investment is already evident, with significant improvements underway. Notably, Permian High School's auditorium, undergoing a \$12.5 million renovation. Additionally, \$3.5 million has been allocated for the replacement of outdated instruments.

The impact of the Bond is already being felt, with 135 new instruments ordered at a cost of \$372,310, and 26 instruments already distributed to students.

No action required.

26695 **Budget Update Discussion:** Chief Financial Officer Deborah Ottmers presented this item. Trustees continued their discussion of budget priorities for the 2024-25 school year. ECISD is in the same position as school district across Texas, cutting budgets due to the Texas Legislature's inaction regarding school funding during the last legislative session. The state has not increased the basic allotment for public education since 2019 while costs have risen dramatically. Money is available and set aside for public education, but it has not been distributed. Legislators will not meet again until January 2025, so Trustees must consider that it looks like schools will have to wait until next summer to learn if public education will receive new funding. Because of the uncertainty around funding, board members expressed hesitancy to give raises, which become a permanent part of future budgets. They looked at a plan to give employees a one-time Retention Incentive/Stipend to current full-time employees who return to ECISD next year. The incentive would be approximately 3%, which equals a cost of about \$6 million. The remaining ESSER 3 federal funds will help allow ECISD to do this for its employees by freeing up fund balance for this incentive. The one-time Retention Incentive/Stipend would be about the size of a typical raise – the average teacher could see about \$1,950 and the average hourly employee could see about \$930; the minimum would be \$500. This incentive would be paid in the fall. Some part-

time employees would not be eligible for the incentive. The District is anticipating a budget deficit of about \$24 million for next year, that is with mostly the same expenses but without any additional revenue expected. Operational costs continue to rise, and fund balance must be kept at recommended guidelines so significant cuts will need to be made. Among potential areas to reduce the budget, Trustees discussed software and contracted services agreements, choosing not to fill vacancies among central office staff and elementary school paraprofessionals, reorganizing middle school double-block schedules, and increasing class sizes (25 to 28 in elementary and 24 to 30 in secondary core classes). These reductions would shrink the potential budget deficit from \$24 million to \$12 million and fund balance could be used for the remaining amount.

No action required.

- 26696** **Board of Trustees' Continuing Education Report:** Superintendent of Schools Dr. Scott Muri presented this item for discussion. The State Legislature requires school districts to provide the public with a record of school board member continuing education credit hours. These records, as recorded by the Texas Association of School Boards along with the Framework for Governance Leadership were provided. All Trustees met the annual requirements.

No action required.

- 26697** **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District; or hear a complaint or charge against an officer or employee.]** (Discussion of 2024-2025 Employment Contract Renewals for Administrators, Teachers, and Professional Support Employees); and (The Board of Trustees will deliberate the hiring of the Principal at Buice Elementary School; Principal at Cavazos Elementary School; Executive Director of Leadership; and an Executive Director of Guidance and Counseling.)
Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]

Board President Christopher Stanley convened the Board of Trustees to closed session at 7:50 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 8:12 p.m.

- 26698** **Request for Approval of the 2024-2025 Employment Contract Renewals for Administrators, Teachers, and Other Professional Support Employees:** Moved by Brown, seconded by Woodall to approve the 2024-2025 Employment Contract Renewals for Administrators, Teachers, and Other Professional Support Employees as presented.

Motion unanimously approved.

26699 **Request for Approval of Recommendation to Hire Principal at Buice Elementary School:** Moved by Abalos, seconded by Brown to approve the hiring of Stephanie Moran as the Principal at Buice Elementary School as presented.

Motion unanimously approved.

26700 **Request for Approval of Recommendation to Hire an Executive Director of Leadership:** Moved by Miller, seconded by Woodall to approve the hiring of Anthony Garcia as the Executive Director of Leadership as presented.

Motion unanimously approved.

26701 **Request for Approval of Recommendation to Hire Executive Director of Guidance, Counseling and Wellness:** Moved by Abalos, seconded by Miller to approve the hiring of Taylor Roy as the Executive Director of Guidance, Counseling and Wellness as presented.

Motion unanimously approved.

26702 **Information Items:** The Board of Trustees were provided with the following information items: Acknowledgement of Quarterly Donations, Financials, Purchasing over \$50,000 Informational Report and March Routine Personnel Report.

26703 **Closing Remarks by the Superintendent:** In his closing remarks, Superintendent Dr. Scott Muri announced Dora Flores, currently the principal at Burleson, will be transferred to be the Principal at Cavazos Elementary for the 2024-2025 school year.

26704 **Adjournment:** Board President Christopher Stanley adjourned the Board meeting at 8:15 p.m.

Board President
Christopher Stanley

Board Secretary
Tammy Hawkins



REQUEST FOR APPROVAL OF BILLS FOR PAYMENT

Attached you will find a list of disbursements for the previous month for your approval.

ECTOR COUNTY ISD
CHECK REGISTER
04/11/2024 - 05/16/2024

DATE	PAYEE	AMOUNT
4/17	4IMPRINT INC	\$ 4,233.95
4/17	ALL ABOARD AMERICA!	24,280.60
4/17	AMERICAN SALES AND SERVICE INC	3,456.09
4/17	AMERIPRIDE SERVICES INC.	581.38
4/17	AVID CENTER	1,259.00
4/17	CAFE VENTURE COMPANY	182.92
4/17	COMPUDATA SOLUTIONS LLC	132.00
4/17	ACCUTRAIN CORPORATION	2,196.00
4/17	THE GOODHEART-WILLCOX COMPANY INC	1,008.00
4/17	GRAPHIC SOLUTIONS GROUP	152.40
4/17	HENRY SCHEIN INC	8,305.97
4/17	J W PEPPER & SON INC	2,748.79
4/17	LAKESHORE LEARNING MATERIALS	11,899.32
4/17	MUSIC IN MOTION	140.91
4/17	ODESSA WINLECTRIC	1,850.00
4/17	O REILLY AUTO ENTERPRISES LLC	1,067.23
4/17	REALLY GOOD STUFF LLC	7,664.33
4/17	SCHOLASTIC BOOK CLUB	4,545.81
4/17	SCHOLASTIC INC	1,128.40
4/17	SCHOOL OUTFITTERS LLC	3,846.02
4/17	SECURED DOCUMENT SHREDDING INC	806.90
4/17	SIMS PLASTIC INC	567.65
4/17	SPECTRUM CORPORATION	1,196.41
4/17	TEXAS ART EDUCATION ASSOCIATION (TAEA)	1,125.00
4/17	TEACHER CREATED MATERIALS INC	20,752.65
4/17	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	2,415.00
4/17	THE BOSWORTH LTD	13,100.23
4/17	VWR INTERNATIONAL LLC (WARD'S SCIENCE)	172.44
4/17	WEST MUSIC CO	466.06
4/17	WOODWIND & BRASSWIND INC	185.59
4/17	BROADWAY MOTORS INC	762.66
4/17	NAPA AUTO PARTS	1,952.80
4/17	BARNES & NOBLE BOOKSELLERS	159.90
4/17	SHIFFLER EQUIPMENT SALES	7,774.46
4/17	STONE TOWER GRAFIX	694.75
4/17	SELERIX SYSTEMS INC	6,205.50
4/17	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	2,850.19
4/17	ESTRELLITA INC.	28,822.49
4/17	RIVERSIDE ASSESSMENTS LLC	1,820.81
4/17	BEST CHOICE RESTAURANTS LLC	1,534.80
4/17	BEST CHOICE COFFEE SERVICES LLC	191.68
4/17	BEST CHOICE COFFEE SERVICES LLC	323.66
4/17	SCHOOL SPECIALTY LLC	10,150.05
4/17	SCHOOL SPECIALTY LLC	301 26,142.38
4/17	AGIREPAIR INC	11,700.00

4/24	4IMPRINT INC	13,580.27
4/24	ACADEMIC LEARNING COMPANY LLC	565.68
4/24	AMERIPRIDE SERVICES INC.	587.29
4/24	B-LINE FILTER & SUPPLY INC	1,522.90
4/24	BUCK'S WHEEL & EQUIPMENT COMPANY	3,137.97
4/24	CENTRAL POLY-BAG CORPORATION	1,548.00
4/24	DEMCO INC	796.75
4/24	DIAMOND BUSINESS SERVICES INC	544.96
4/24	DRAMATIC PUBLISHING	121.31
4/24	FIRETROL PROTECTION SYSTEMS INC	4,597.00
4/24	NO TEARS LEARNING INC.	1,500.83
4/24	HENRY SCHEIN INC	210.16
4/24	J W PEPPER & SON INC	162.33
4/24	VITAL SIGNS	439.32
4/24	LAKESHORE LEARNING MATERIALS	46,257.11
4/24	LOU'S CLINICAL LAB INC	1,240.00
4/24	MANSON WESTERN LLC	2,338.20
4/24	NIMCO INC	249.07
4/24	ODESSA WINLECTRIC	138.22
4/24	O REILLY AUTO ENTERPRISES LLC	1,478.07
4/24	POLLOCK INVESTMENTS INC	381.60
4/24	SCHOLASTIC BOOK CLUB	25.00
4/24	SCHOLASTIC BOOK FAIRS	12,642.78
4/24	SCHOLASTIC INC	3,898.86
4/24	SCHOOL OUTFITTERS LLC	10,500.00
4/24	SECURED DOCUMENT SHREDDING INC	110.76
4/24	SIMS PLASTIC INC	86.78
4/24	TEXAS ART EDUCATION ASSOCIATION (TAEA)	60.00
4/24	PARK PLACE PULBICATION LP	255.00
4/24	TEXAS STATE FLORISTS ASSOCIATION	935.00
4/24	THE BOSWORTH LTD	5,403.16
4/24	TRANE U.S. INC.	28,121.21
4/24	ULINE INC.	5,027.72
4/24	WEST MUSIC CO	106.55
4/24	BROADWAY MOTORS INC	3,201.34
4/24	HTL OPERATING LLC	584.09
4/24	NAPA AUTO PARTS	2,235.21
4/24	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	2,757.43
4/24	JOSTENS INC	3,415.07
4/24	BEST CHOICE RESTAURANTS LLC	1,000.11
4/24	PARTS TOWN, LLC	2,665.45
4/24	SCHOOL SPECIALTY LLC	27,020.38
4/24	SCHOOL SPECIALTY LLC	1,950.30
4/29	SCHOOL SPECIALTY LLC	1,408.60
5/1	AMERIPRIDE SERVICES INC.	593.36
5/1	BSN SPORTS INC	3,933.05
5/1	BUCK'S WHEEL & EQUIPMENT COMPANY	1,871.27
5/1	AUTOMATIC ICE MACHINE	262.00
5/1	COMPUTATA SOLUTIONS LLC	1,030.00
5/1	DEMCO INC	1,219.90

5/1	FIRETROL PROTECTION SYSTEMS INC	4,619.50
5/1	GLOBAL EQUIP CO	1,795.63
5/1	GRAPHIC SOLUTIONS GROUP	1,453.35
5/1	HENRY SCHEIN INC	2,029.33
5/1	J W PEPPER & SON INC	179.15
5/1	LAKESHORE LEARNING MATERIALS	7,215.57
5/1	MANSON WESTERN LLC	2,549.40
5/1	MARK'S PLUMBING PARTS	1,523.42
5/1	ODESSA WINLECTRIC	14,536.40
5/1	O REILLY AUTO ENTERPRISES LLC	875.97
5/1	ORIENTAL TRADING COMPANY INC	3,623.20
5/1	REALLY GOOD STUFF LLC	326.95
5/1	SCHOLASTIC INC	377.88
5/1	SCHOOL OUTFITTERS LLC	5,598.00
5/1	SECURED DOCUMENT SHREDDING INC	34.32
5/1	SIMS PLASTIC INC	786.56
5/1	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	145.00
5/1	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	728.00
5/1	TRANE U.S. INC.	181.94
5/1	WEISSMAN'S DESIGN FOR DANCE	22.24
5/1	WEST MUSIC CO	1,665.02
5/1	BROADWAY MOTORS INC	508.44
5/1	NAPA AUTO PARTS	1,564.27
5/1	STONE TOWER GRAFIX	1,900.29
5/1	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,490.21
5/1	JOSTENS INC	1,653.01
5/1	DECKER INC	2,170.55
5/1	BEST CHOICE RESTAURANTS LLC	2,935.01
5/1	BEST CHOICE COFFEE SERVICES LLC	220.88
5/1	BEST CHOICE COFFEE SERVICES LLC	256.40
5/1	PARTS TOWN, LLC	2,491.13
5/1	SCHOOL SPECIALTY LLC	5,488.02
5/1	SCHOOL SPECIALTY LLC	1,422.71
5/1	ODP BUSINESS SOLUTIONS LLC	520.44
5/8	4IMPRINT INC	1,681.09
5/8	ALL ABOARD AMERICA!	6,248.00
5/8	AMERIPRIDE SERVICES INC.	576.03
5/8	BSN SPORTS INC	7,546.10
5/8	BUCK'S WHEEL & EQUIPMENT COMPANY	1,674.30
5/8	DEMIDEC RESOURCES	2,260.00
5/8	DIAMOND BUSINESS SERVICES INC	731.00
5/8	FIRETROL PROTECTION SYSTEMS INC	300.00
5/8	J W PEPPER & SON INC	219.35
5/8	VITAL SIGNS	5,054.76
5/8	LAKESHORE LEARNING MATERIALS	5,593.99
5/8	LYON & HEALY WEST	220.03
5/8	MIDLAND SAFETY & HEALTH SALES	205.00
5/8	NIMCO INC	289.10
5/8	ODESSA WINLECTRIC	1,290.00
5/8	O REILLY AUTO ENTERPRISES LLC	1,567.31

5/8	REALLY GOOD STUFF LLC	5,549.97
5/8	SCHOLASTIC INC	208.90
5/8	SCHOOL OUTFITTERS LLC	48,881.77
5/8	SCHOOL MATE	1,439.90
5/8	SECURED DOCUMENT SHREDDING INC	102.96
5/8	TEXAS ART EDUCATION ASSOCIATION (TAEA)	320.00
5/8	TEACHER'S DISCOVERY	80.98
5/8	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	195.00
5/8	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	439.00
5/8	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	439.00
5/8	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	322.00
5/8	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	322.00
5/8	THE BOSWORTH LTD	3,600.00
5/8	TRANE U.S. INC.	7,092.64
5/8	WEST MUSIC CO	182.34
5/8	BROADWAY MOTORS INC	5,732.64
5/8	NAPA AUTO PARTS	2,437.07
5/8	STONE TOWER GRAFIX	700.00
5/8	STONE TOWER GRAFIX	719.00
5/8	SELERIX SYSTEMS INC	3,352.50
5/8	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,441.03
5/8	MONTESSORI OUTLET	2,585.14
5/8	BEST CHOICE RESTAURANTS LLC	103.02
5/8	SCHOOL SPECIALTY LLC	1,037.23
5/8	LEXIA LEARNING SYSTEMS LLC	8,148.64
5/8	ODP BUSINESS SOLUTIONS LLC	299.99
5/15	4IMPRINT INC	1,298.89
5/15	ALL ABOARD AMERICA!	3,973.95
5/15	AMERIPRIDE SERVICES INC.	278.65
5/15	CENTERS FOR CHILDREN & FAMILIES	2,250.00
5/15	COMPUDATA SOLUTIONS LLC	1,190.00
5/15	DEMCO INC	907.41
5/15	DEMCO INC	796.75
5/15	ELITE SPORTSWEAR L P	817.64
5/15	FLINN SCIENTIFIC INC	337.80
5/15	GRAPHIC SOLUTIONS GROUP	187.38
5/15	HENRY SCHEIN INC	171.80
5/15	HYDROTEX PARTNERS LTD	7,400.76
5/15	INDECO SALES INC	10,326.40
5/15	J W PEPPER & SON INC	501.99
5/15	JONES SCHOOL SUPPLY CO	58.50
5/15	VITAL SIGNS	19,039.31
5/15	LAKESHORE LEARNING MATERIALS	25,079.59
5/15	LOU'S CLINICAL LAB INC	1,982.00
5/15	MARK'S PLUMBING PARTS	2,916.84
5/15	AIM MEDIA TEXAS OPERATING LLC	829.50
5/15	ODESSA WINLECTRIC	16,920.00
5/15	O REILLY AUTO ENTERPRISES LLC	1,510.60
5/15	PRO-ED	180.40
5/15	REGION IV SERVICE CENTER	60.00

5/15	SCANTRON CORP	728.29
5/15	SCHOLASTIC BOOK FAIRS	610.38
5/15	SCHOLASTIC INC	9,805.25
5/15	SCHOOL OUTFITTERS LLC	12,371.81
5/15	SECURED DOCUMENT SHREDDING INC	806.52
5/15	SOLUTION TREE INC	799.00
5/15	THE BOSWORTH LTD	32.33
5/15	TRANE U.S. INC.	599.74
5/15	UNITED STATES ACADEMIC	1,135.00
5/15	WEST MUSIC CO	15.00
5/15	BROADWAY MOTORS INC	7,398.71
5/15	BRAINPOP, LLC	16,770.00
5/15	FOLLETT SCHOOL SOLUTIONS INC	303.27
5/15	HTL OPERATING LLC	13,137.74
5/15	NAPA AUTO PARTS	1,858.81
5/15	KENT ADHESIVE PRODUCTS COMPANY - KAPCO	367.53
5/15	THE SUPPLY ROOM INC	11,677.40
5/15	STONE TOWER GRAFIX	5,221.90
5/15	DATA RECOGNITION COPORATION	12,065.00
5/15	AMERICAN WELDING SOCIETY INC.	566.93
5/15	BREAKOUT INC.	943.00
5/15	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,526.87
5/15	JOSTENS INC	140.00
5/15	CONTROL SOLUTIONS	332.00
5/15	BEST CHOICE COFFEE SERVICES LLC	353.86
5/15	SCHOOL SPECIALTY LLC	7,871.15
5/15	WALSWORTH PUBLISHING CO	2,480.44
5/15	ODP BUSINESS SOLUTIONS LLC	163.34
4/17	304 HOTEL OPERATING, LLC	4,141.90
4/17	ANGEL ORTIZ	3,200.00
4/17	AGPARTS WORLDWIDE INC	31,000.00
4/17	AIDE GARCIA	63.45
4/17	AIDE GARCIA	7.10
4/17	AIR TUTORS LLC	1,800.00
4/17	ALAN WILLIAMS	1,015.28
4/17	ALICIA LIPPMAN	25.33
4/17	AMANDA VESELY	114.37
4/17	AMAZON CAPITAL SERVICES	46,569.91
4/17	AMBER WELLS	2,402.70
4/17	AMSTAR INC	12,660.00
4/17	ANAHI T FIERRO	44.25
4/17	ANDREA MORENO HEWITT	48.00
4/17	ANDREA REYNA	44.25
4/17	ANDREA VALERO	53.94
4/17	ANGELA JOHNSON	75.24
4/17	ARMANDO RONQUILLO	1,081.25
4/17	ASHLEY B MENDOZA	44.25
4/17	ASHLEY SELLERS	40.07
4/17	ATHLETIC SUPPLY INC	22,661.00
4/17	ATMOS ENERGY	40,980.74

4/17	AUDRIE LUJAN	88.50	
4/17	BERKSHIRE PRODUCTION SUPPLY LLC	7,470.92	
4/17	BIG BEND TELECOM LTD	3,900.00	
4/17	BIMBO BAKERIES USA	2,363.01	
4/17	BJ BROOKS	6,000.00	
4/17	BLAIR LAWSON	80.20	
4/17	DICK BLICK COMPANY	1,603.59	
4/17	BLUE STAR BUS SALES LTD	491.36	
4/17	BOBBIE JO ROMAN-MANSANALES	797.05	
4/17	BOOKBINDING & LAMINATING INC	2,995.00	
4/17	BRAZOS DOOR & HARDWARE	5,040.00	
4/17	BRITTANY SWAIM	22.78	
4/17	BRYANT GOLDEN	1,038.50	
4/17	SPARKLIGHT	259.18	
4/17	SPARKLIGHT	1,467.00	
4/17	CAITLIN COUCH	47.57	
4/17	CAVALLO ENERGY TEXAS LLC	96,614.81	
4/17	CAMBRIDGE EDUCATIONAL SERVICES INC.	3,646.86	
4/17	CASEY WERNER	800.00	
4/17	CELESTE POTTER	335.50	
4/17	CENGAGE LEARNING INC	50.00	
4/17	CHAMPIONSHIP PRODUCTIONS INC	199.99	
4/17	CHARLES AND LEZIEE CHURCHFIELD	34,481.44	
4/17	CHERYL HINESLY	35.18	
4/17	CHERYL WILSON	17.15	
4/17	CHRISTINE DOCKALL	28.81	
4/17	CHRISTINE MATTA	20.90	
4/17	CHRISTOPHER MILLS	44.25	
4/17	CHRISTY KENNEDY	113.57	
4/17	CIRCLE P RANCH SUPPLY INC	502.43	
4/17	CITY OF ODESSA	12,864.00	
4/17	CLARISSA FUNK	44.25	
4/17	CRYSTAL PENA	41.54	
4/17	CULLIGAN WATER CONDITIONING OF WEST TEXAS	438.00	
4/17	CYNTHIA RUBALCADO	60.57	
4/17	D.S FABELAS RESTAURANT LLC	367.25	
4/17	D.S FABELAS RESTAURANT LLC	367.25	
4/17	DALE'S ALIGNMENT & BRAKE SERVICE INC	499.13	
4/17	DAVID CUPP	35.64	
4/17	DISCOUNT SCHOOL SUPPLY	15.96	
4/17	ED PRICE	621.70	
4/17	EFREN ZUNIGA	99.43	
4/17	ELIZABETH MENDOZA	17.35	
4/17	ELLEN SMITH	55.34	
4/17	EPALLET INC	3,757.52	
4/17	EVA FRANKS	53.94	
4/17	FABIOLA GONZALEZ	44.25	
4/17	FOCUS CARE INC	322,000.00	
4/17	FIRST CHRISTIAN CHURCH	306	130.00
4/17	FOLLETT CONTENT SOLUTIONS LLC	1,025.97	

4/17	G H DAIRY	32,521.98
4/17	GEORGINA FIGUEROA	673.00
4/17	GRAINGER	2,219.90
4/17	GRANDE COMMUNICATIONS NETWORK LLC	1,390.52
4/17	GRANDE COMMUNICATIONS NETWORK LLC	1,641.71
4/17	GRANULAR INSURANCE COMPANY	105,778.91
4/17	HANNAH HELDT	30.48
4/17	HARVARD ASSOCIATES	7,645.75
4/17	HEIDI L HELFERICH	15.14
4/17	HUMBERTO HERNANDEZ JR	5,617.44
4/17	ISPHERE INNOVATION PARTNERS LLC	10,937.00
4/17	ISTATION	3,500.00
4/17	J J FLOWER DISTRIBUTION LLC	368.05
4/17	JAIME MILLER	971.54
4/17	JAVIER RUIZ	440.00
4/17	JEFFERY HOWELL	500.00
4/17	JENNIFER DOUGLAS	1,000.00
4/17	JENNIFER VALENCIA	7.06
4/17	JESSICA GORE	48.00
4/17	JESSICA GORE	151.50
4/17	JOHNNA ROSSON	15.08
4/17	JOLYNN VARELA	43.62
4/17	B L JONES	770.00
4/17	JONN SIBLEY	208.30
4/17	JUAN FUENTES	72.83
4/17	JUDY RAMIREZ	44.25
4/17	KATHERINE ROGERS	44.25
4/17	KELLIE WILKS	720.88
4/17	KELLY STANSELL	41.20
4/17	KIMBERLY CARRASCO	141.37
4/17	KRONOS INC.	8,250.00
4/17	LABATT FOOD SERVICE	116,727.58
4/17	LAKRISHA RODRIGUEZ	8.84
4/17	LAREE MORRIS	4,220.41
4/17	LEROY FLORES	160.00
4/17	LES BLACKBURN	150.00
4/17	LINDE GAS & EQUIPMENT INC	230.84
4/17	LINDSEY GREATHOUSE	32.23
4/17	LOCKFAST LLC	243.32
4/17	LORENZO R MASONSONG	52.80
4/17	LOVING GUIDANCE INC	1,394.95
4/17	LOWE'S HOME IMPROVEMENT	952.67
4/17	LUIS SALCIDO	5,250.00
4/17	LUISANA MAURICIO	4.02
4/17	LUNCH MONY INC	550.25
4/17	MAGDA RODRIGUEZ	36.56
4/17	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	21,410.06
4/17	MARIA COSTILLA	23.52
4/17	MARIA LOPEZ	1,017.00
4/17	MARIA T. RUBIO	119.12

4/17	MARK BENNETT	3,700.00
4/17	MARK BENNETT	60.00
4/17	MARK BENNETT	787.36
4/17	MARK KNOX FLOWERS	102.84
4/17	MELISSA QUINTELA	7.84
4/17	MELISSA SKINNER	13.03
4/17	MELISSA BUTTS	557.80
4/17	MICAH ARROTT	245.71
4/17	MICHAEL FLAX	1,616.76
4/17	MONK HOLDINGS LLC	508.00
4/17	N-TUNE MUSIC & SOUND INC	6,599.00
4/17	NATALIE FITZGERALD	9.70
4/17	NATALIE FITZGERALD	88.50
4/17	NATIONAL TRAVEL SYSTEMS	2,487.57
4/17	NETSYNC NETWORK SOLUTIONS	114,070.50
4/17	NICHOLAS MALDONADO	500.00
4/17	NORA ISELA CRUZ	44.25
4/17	ODESSA COLLEGE	13,680.00
4/17	SEWCO INC	44,583.30
4/17	CHICK-FIL-A	960.30
4/17	OCEANA RIDGE	1,500.00
4/17	PATRICIA LOGAN	17.62
4/17	PREMIER FAMILY CARE INC	300.00
4/17	RAKIA MUSA	44.25
4/17	REGION 18 EDUCATION SERVICE CENTER	1,100.00
4/17	RICH CHICKS LLC	28,341.60
4/17	RICHARD VAN PELT	52.80
4/17	RIGO NUNEZ	16.75
4/17	ROBERTS TRUCK CENTER OF TEXAS	4,410.30
4/17	ROCIO DAVILA	20.03
4/17	ROSA L BEATTY	44.25
4/17	ROSALITA GARCIA	46.83
4/17	ROSELL D CAUFIELD	2,600.00
4/17	RUTH ROSARIO BALTAZAR	120.47
4/17	S W HOWELL ENGINEERING INC	18,075.00
4/17	SASHA LONG	2,500.00
4/17	SECURLY INC	35,851.32
4/17	SHALON JORDAN	31.29
4/17	SHERWIN WILLIAMS	110.31
4/17	SOCORRO RODRIGUEZ	52.53
4/17	SONIA ROCHA	28.00
4/17	SOUTHEASTERN PERFORMANCE	1,190.38
4/17	STAR TECH GROUP	10,000.00
4/17	STEWART RHODES	500.00
4/17	SWEET PIZZA LLC	309.98
4/17	SYSCO USA, INC	65,444.57
4/17	TABITHA HONEYFIELD	44.25
4/17	TATUM MARIE GALINDO	4,124.02
4/17	TAVIS BROWN	557.80
4/17	TERESA HUERTA	204.76

4/17	TESS DONNER	6,375.00
4/17	TEXAS EDUCATIONAL SUPPORT	310.00
4/17	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
4/17	THE LINCOLN ELECTRIC COMPANY	635.00
4/17	THE MCCRELESS COMPANY	885.30
4/17	THE PITNEY BOWES	350.00
4/17	THIRD FUTURE SCHOOLS TEXAS	7,866.25
4/17	THIRD FUTURE SCHOOLS TEXAS	87,115.63
4/17	THIRD FUTURE SCHOOLS TEXAS	30,754.36
4/17	THIRD FUTURE SCHOOLS TEXAS	4,248.75
4/17	THIRD FUTURE SCHOOLS TEXAS	14,344.48
4/17	THRU CONSULTING LLC	30,000.00
4/17	TYANNA ROLAND	44.25
4/17	TYLER TECHNOLOGIES INC	104,734.83
4/17	TYSON PREPARED FOOD, INC.	8,771.40
4/17	UNITED REFRIGERATION	1,257.48
4/17	UNIVERSITY OF TEXAS- EL PASO	250.00
4/17	UNIVERSE TECHNICAL TRANSLATION INC	85.00
4/17	THE UNIVERSITY OF TEXAS AT AUSTIN	15,000.00
4/17	US FOODS, INC.	1,861.53
4/17	VALERIE STILES	48.00
4/17	VANDERBILT MUSIC COMPANY INC	555.50
4/17	VANESSA FLORES	557.80
4/17	VANESSA ZOELZER	24.66
4/17	VERIZON WIRELESS SERVICES LLC	4,030.52
4/17	VERONICA HERNANDEZ	44.25
4/17	IMPERIAL BAG & PAPER LLC	6,117.44
4/17	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	11,613.50
4/17	WALTER T. HENDERSON	27.50
4/17	WEIDNER & PHILLIPS LTD BY F & B OPERATORS	150.00
4/17	WEIDNER & PHILLIPS LTD BY F & B OPERATORS	1,700.00
4/17	XEROX CORPORATION	25,586.62
4/24	ALAN WILLIAMS	986.00
4/24	ALPHA FOODS CO.	21,302.40
4/24	AMARILIS VELEZ ORTIZ	21.44
4/24	AMAZON CAPITAL SERVICES	98,762.89
4/24	AMAZON CAPITAL SERVICES	6,264.83
4/24	AMAZON CAPITAL SERVICES	33.02
4/24	ANGELA AGUIRRE	62.31
4/24	ANNIE ARREDONDO	37.59
4/24	AT&T	9,752.02
4/24	AT&T LONG DISTANCE	49.87
4/24	AT&T MOBILITY	57.63
4/24	ATHLETIC SUPPLY INC	344.00
4/24	BATTERSHELL VETERINARY SERVICES	2,697.03
4/24	BERKSHIRE PRODUCTION SUPPLY LLC	65.04
4/24	BIMBO BAKERIES USA	3,818.40
4/24	DICK BLICK COMPANY	2,041.97
4/24	BLUE STAR BUS SALES LTD	301.68
4/24	BOOKBINDING & LAMINATING INC	144.00

4/24	BRADLEY MERRITT	96.00
4/24	BRADLEY MERRITT	666.48
4/24	BRAZOS DOOR & HARDWARE	29,050.00
4/24	BWI COMPANIES INC	5,226.61
4/24	SPARKLIGHT	320.91
4/24	CAROLINA BIOLOGICAL SUPPLY CO	1,085.03
4/24	CASEY WERNER	300.00
4/24	CDW-G	112,853.79
4/24	CENGAGE LEARNING	34,760.00
4/24	CHERYL CUNNINGHAM	556.00
4/24	NBCEC INC	1,038.00
4/24	CHRIS MINEO	39.00
4/24	CHRISTINA ACOSTA	2,048.00
4/24	CIRCLE P RANCH SUPPLY INC	131.49
4/24	COCA-COLA SOUTHWEST BEVERAGES LLC	326.29
4/24	COMPLEX COMMUNITY FEDERAL CREDIT UNION	500.00
4/24	CROWN EQUIPMENT INC	800.00
4/24	CULLIGAN WATER CONDITIONING OF WEST TEXAS	261.00
4/24	CUMMINS SOUTHERN PLAINS LLC	3,832.08
4/24	CUSTOM WHOLESALE SUPPLY INC	2,095.40
4/24	DANNY LOPEZ	6,000.00
4/24	DAVID W. COX	520.00
4/24	DEBORAH OTTMERS	796.28
4/24	DEBORAH TAVAREZ	16.88
4/24	DS WATERS OF AMERICA INC	95.00
4/24	EASON HORTICULTURAL RESOURCES	156.00
4/24	ECTOR COUNTY UTILITY DISTRICT	10,345.13
4/24	EDLIN ROMAN	57.86
4/24	EDWARD HANDLEY	1,260.00
4/24	ED PRICE	2,739.00
4/24	EWELL EDUCATIONAL SERVICES	120.00
4/24	FOCUS CARE INC	17,500.00
4/24	FOLLETT CONTENT SOLUTIONS LLC	1,801.69
4/24	FRANCES CARLOS	20.13
4/24	G H DAIRY	32,279.54
4/24	GABRIEL ALMENDAREZ	185.49
4/24	GANDY INK	17,407.80
4/24	GARDENDALE WATER CO	56.00
4/24	GAYLA MCMURRIAN	150.00
4/24	GRAINGER	5,730.93
4/24	GRANDE COMMUNICATIONS NETWORK LLC	3,339.22
4/24	GROGGY DOG SPORTSWEAR & GRAPHIC DESIGN	144.00
4/24	HAYNES & BOONE LLP	3,425.00
4/24	HEATHER DOLLOFF	21.57
4/24	I-CAR	400.00
4/24	ICOOK INC	14,400.00
4/24	INTERNATIONAL SOCIETY FOR	5,545.00
4/24	KEVIN D BALLARD INC	4,901.00
4/24	J J FLOWER DISTRIBUTION LLC	406.36
4/24	JAYNE TILLERY	91.25

4/24	JESSICA GORE	96.00
4/24	JESSICA GORE	259.50
4/24	JOHN'S SALES & SERVICE	1,559.32
4/24	JOSEPH LUCAS	96.01
4/24	KAY'S EMBLEMS INC	467.25
4/24	KELLIE THOMAS	78.99
4/24	KOGNITY USA INC	78.20
4/24	KORNEY BOARD AIDS, INC.	846.00
4/24	KRISTI EICHER	590.27
4/24	LABATT FOOD SERVICE	61,408.32
4/24	LEAD4WARD LLC	4,550.00
4/24	LEGO BRAND RETAIL	2,059.25
4/24	LEGO BRAND RETAIL	4,799.25
4/24	LEGO BRAND RETAIL	82,485.00
4/24	LIBERTY PAPER	24,309.60
4/24	LINDE GAS & EQUIPMENT INC	2,528.11
4/24	LINDSEY POLLOCK	150.00
4/24	LIVESCHOOL INC	371.25
4/24	LUNCH MONY INC	1,074.43
4/24	MADD PRINTS	9,441.19
4/24	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	11,323.05
4/24	MARK BENNETT	237.62
4/24	MARK BENNETT	555.00
4/24	MDX SAFETY TRAINING CONSULTING & SERVICE	2,400.00
4/24	MELANA MOSS	109.62
4/24	RESHAT AVDILJI	995.00
4/24	MICHELLE HAMMON	34.17
4/24	MOTOROLA SOLUTIONS, INC.	1,128.30
4/24	MSB CONSULTING GROUP LLC	2,643.02
4/24	N-TUNE MUSIC & SOUND INC	861.45
4/24	NATALIE FITZGERALD	283.41
4/24	NATALIE GUARA	110.78
4/24	NATIONAL FOOD GROUP INC	51,200.00
4/24	NIMBUS DRINKING WATER SYSTEMS	25.00
4/24	SEWCO INC	12,249.04
4/24	MARIA WILLIAMS	102.00
4/24	SAN ANGELO ISD ATHLETICS DEPARTMENT	250.00
4/24	OTIS ELEVATOR COMPANY INC	13,942.47
4/24	PACY GOMEZ	300.00
4/24	PENSKE COMMERCIAL VEHICLES US LLC	427.85
4/24	PERLA QUINTANA	61.51
4/24	SHANNON D GAYLOR	1,366.52
4/24	PERMIAN MOVERS, INC.	400.00
4/24	PIRAINO CONSULTING, INC	270.00
4/24	PRISCILLA TORRES	63.51
4/24	PROJECT LEAD THE WAY INC	3,224.25
4/24	QEP PROFESSIONAL BOOKS	1,597.50
4/24	RACHEL ORONA	700.00
4/24	RICHARD KENT CLARK	227.47
4/24	RICO B ENRIQUEZ	96.00

4/24	RICO B ENRIQUEZ	259.50
4/24	ROBERTS TRUCK CENTER OF TEXAS	2,792.86
4/24	ROSA M DOMINGUEZ	4.56
4/24	ROSAS CAFE / BOBBY COX Co.	299.14
4/24	RSVP & ACT, INC.	2,465.00
4/24	SANDRA ELMS	149.00
4/24	SASHA LONG	24,824.25
4/24	SCHED LLC	3,800.00
4/24	SCOTT MURI	1,708.19
4/24	CENTERING ON CHILDREN	3,276.54
4/24	SMG	6,385.00
4/24	STANDARD STRUCTURES INC	57.97
4/24	STEMARCO DESIGN LLC	71.70
4/24	STEMARCO DESIGN LLC	239.80
4/24	SUSANA STRICKLIN	55.00
4/24	SWEET PIZZA LLC	801.96
4/24	SYSCO USA, INC	12,768.00
4/24	FRANK E GOMEZ	3,600.00
4/24	TAYLOR KATHRYN ROY	536.48
4/24	TENNIS OUTLET	4,498.35
4/24	TEXAS ACADEMIC DECATHLON FOUNDATION	96.00
4/24	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	2,655.00
4/24	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
4/24	TEXAS SCOTTISH RITE HOSPITAL	13,075.50
4/24	THE MCCRELESS COMPANY	210.00
4/24	THE RON CLARK ACADEMY	14,700.00
4/24	TPR EDUCATION LLC	792.00
4/24	TREASURE BAY	2,371.03
4/24	TRIDENT BEVERAGE INC	3,468.00
4/24	UNIPAK CORPORATION	12,530.00
4/24	UNITED REFRIGERATION	1,182.93
4/24	UNITED SUPERMARKET LLC	45.27
4/24	UNIVERSITY OF TX-PERMIAN BASIN	200.00
4/24	IMPERIAL BAG & PAPER LLC	36,864.29
4/24	WARREN POWER & MACHINERY	1,373.70
4/24	WHITE HOUSE MEAT MARKET	419.20
4/24	XEROX CORPORATION	19,078.03
4/29	ANGEL ORTIZ	3,200.00
4/29	AUDIO ACOUSTICS HEARING CENTERS	40.00
4/29	BELINDA K MARTINEZ	14,000.00
4/29	FAMILY SUPPORT PAYMENT CENTER	300.00
4/29	FLORIDA STATE DISBURSEMENT UNIT	330.00
4/29	LOCKFAST LLC	182.49
4/29	STATE OF NEW MEXICO	300.00
4/29	STATE OF NEW MEXICO	659.00
4/29	SEWCO INC	9,100.80
4/29	WEST TEXAS EDUCATORS	3,304.50
4/29	WEST TEXAS EDUCATORS	228,123.84
5/1	304 HOTEL OPERATING, LLC	1,381.97
5/1	ABILENE ZOOLOGICAL SOCIETY	852.50

5/1	ALICIA DOMINGUEZ	381.50
5/1	AMANDA PARSONS	324.00
5/1	AMAZON CAPITAL SERVICES	82,000.33
5/1	AMAZON CAPITAL SERVICES	7,836.96
5/1	AMAZON CAPITAL SERVICES	80.20
5/1	AMERICAN EXPRESS	4,857.04
5/1	AMERICAN FAMILY LIFE & CANCER	41.50
5/1	AMERICAN FAMILY LIFE & CANCER	6.00
5/1	ANDERSON TILE SALES INC	799.80
5/1	ANGELO STATE UNIVERSITY	376.50
5/1	APPLE, INC	3,599.00
5/1	ARLYN JUAREZ	495.00
5/1	ASSOCIATION OF TEXAS	2,739.81
5/1	AT&T	1,192.85
5/1	AT&T	71.28
5/1	AT&T	1,282.31
5/1	ATHLETIC SUPPLY INC	4,191.00
5/1	ATKINS HOLLMAN JONES PEACOCK	7,476.62
5/1	ATKINS HOLLMAN JONES PEACOCK	25,855.09
5/1	BETH PITTMON	697.67
5/1	BIMBO BAKERIES USA	3,897.93
5/1	BLANCA GONZALEZ	262.00
5/1	DICK BLICK COMPANY	1,736.91
5/1	BLUE STAR BUS SALES LTD	2,277.81
5/1	BRIANNA MCDOWELL	88.50
5/1	BRONSON WIRE	27.00
5/1	CAVALLO ENERGY TEXAS LLC	144,224.44
5/1	CAROL ANN BRODERSEN	1,200.00
5/1	CAROLINA BIOLOGICAL SUPPLY CO	168.96
5/1	CATHERINE A MINCBERG	4,134.23
5/1	CDW-G	19,288.09
5/1	CHERE TONE	90.00
5/1	CLINT STOWE	324.00
5/1	COCA-COLA SOUTHWEST BEVERAGES LLC	245.80
5/1	COMMERCIAL FOOD SERVICE	2,125.00
5/1	CONTROL TECHNOLOGIES INC	579.32
5/1	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
5/1	CUMMINS SOUTHERN PLAINS LLC	5,611.99
5/1	DANA SAFETY SUPPLY	76,403.64
5/1	DAVE BURGESS CONSULTING, INC.	5,600.00
5/1	DAVID HERNANDEZ	400.00
5/1	DAXWELL	13,443.00
5/1	DERRICK MAYWEATHER	27.00
5/1	DS WATERS OF AMERICA INC	156.34
5/1	ECISD EDUCATION FOUNDATION	417.00
5/1	EDUPROJECT ELL LLC	6,500.00
5/1	EPALLET INC	1,889.28
5/1	EPALLET INC	35,838.60
5/1	ERIC CASTILLO	320.00
5/1	ERLEICDA, LLC.	3,110.00

5/1	FAMILY & CONSUMER SCIENCES	26.88
5/1	FERGUSON FACILITIES SUPPLY	758.98
5/1	FIRST FINANCIAL ADMINISTRATORS	217,894.64
5/1	FIRST FINANCIAL ADMINISTRATORS	31,686.06
5/1	FIRST FINANCIAL ADMINISTRATORS	18,700.00
5/1	FIRST FINANCIAL ADMINISTRATORS	87,532.00
5/1	FIRST FINANCIAL ADMINISTRATORS	4,075.00
5/1	FIRST FINANCIAL ADMINISTRATORS	100.00
5/1	FIRST FINANCIAL ADMINISTRATORS	200.00
5/1	FIRST FINANCIAL ADMINISTRATORS	18,015.50
5/1	FIRST FINANCIAL ADMINISTRATORS	716.64
5/1	FIRST FINANCIAL ADMINISTRATORS	1,223.44
5/1	FIRST FINANCIAL ADMINISTRATORS	9,506.58
5/1	FIRST FINANCIAL ADMINISTRATORS	6,241.42
5/1	FIRST FINANCIAL ADMINISTRATORS	6,213.68
5/1	FIRST FINANCIAL ADMINISTRATORS	5,985.26
5/1	FIRST FINANCIAL ADMINISTRATORS	5,438.11
5/1	FIRST FINANCIAL ADMINISTRATORS	72,421.96
5/1	FIRST FINANCIAL ADMINISTRATORS	2,570.91
5/1	FOLLETT CONTENT SOLUTIONS LLC	293.69
5/1	PETTY CASH	1,156.34
5/1	G H DAIRY	33,462.21
5/1	GEOFFREY HUTSON	1,904.72
5/1	GRAINGER	1,868.83
5/1	HEINEMANN	13,674.38
5/1	HASKELL RESTURANT GROUP2 LLC	341.64
5/1	DICKEY'S BARBECUE PIT ODESSA	765.39
5/1	HEALTH SERVICES ADMINISTRATION	308.85
5/1	HEALTH SERVICES ADMINISTRATION	23,961.81
5/1	HOME DEPOT USA INC - STORE #562	4,591.49
5/1	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	2,997.00
5/1	INK LION DESIGNS, LLC	1,857.50
5/1	JANELLE OTT	90.00
5/1	JANELLE OTT	360.00
5/1	JEFF WHITAKER	150.00
5/1	JENNIFER DOUGLAS	8,400.00
5/1	JESSICA DENNEY	4,920.72
5/1	JESSICA N. MORENO	25.00
5/1	JNT RESOURCES PARTNERS, LP	2,143.49
5/1	JNT RESOURCES PARTNERS, LP	22,153.17
5/1	JNT RESOURCES PARTNERS LP	36,702.66
5/1	JOSE MINJAREZ	44.71
5/1	JROTC DOG TAGS INC	696.73
5/1	KATELYN WATTS	150.00
5/1	KEVEN MURPHY	27.00
5/1	LABATT FOOD SERVICE	69,720.75
5/1	LENNOX INDUSTRIES INC	975.36
5/1	LES BLACKBURN	300.00
5/1	LINDE GAS & EQUIPMENT INC	736.33
5/1	LOVING GUIDANCE INC	14,236.15

5/1	LUNCH MONY INC	354.70
5/1	LYNSEY WOODY	697.67
5/1	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	62,428.85
5/1	MARCOS NINO	324.00
5/1	MARK BENNETT	457.50
5/1	MARK BENNETT	620.00
5/1	MARK HARRIS	145.06
5/1	MATT VINSON	27.00
5/1	MICHAEL HORTON	895.50
5/1	MICHELLE ESTRADA	1,338.28
5/1	MIDLAND SPORTS INC	2,855.00
5/1	MIDLAND SPORTS INC	1,500.00
5/1	MOBILE COMMUNICATION AMERICA INC	1,143.00
5/1	MSB CONSULTING GROUP LLC	945.10
5/1	N-TUNE MUSIC & SOUND INC	8,238.38
5/1	NATALIE FITZGERALD	282.07
5/1	ODESSA COLLEGE	164.70
5/1	ODESSA COMMITTEE INFORMATION	180.00
5/1	ODESSA EAST ROTARY CLUB	720.00
5/1	ODESSA FAMILY YMCA	75.00
5/1	ODESSA SIGN SOLUTION LLC	780.00
5/1	SEWCO INC	45,702.80
5/1	MIDLAND HIGH SOFTBALL BOOSTER CLUB	230.00
5/1	PENSKE COMMERCIAL VEHICLES US LLC	8,840.14
5/1	PILOT CLUB OF ODESSA INC	495.00
5/1	PIRAINO CONSULTING, INC	600.00
5/1	POCKET NURSE ENTERPRISES INC	483.44
5/1	PRECISION BUSINESS MACHINES INC (PBM)	2,708.59
5/1	PRESENCE LEARNING INC	17,793.00
5/1	RAKIA MUSA	486.88
5/1	REGION 13 EDUCATION SERVICE CENTER	390.00
5/1	REGION 18 EDUCATION SERVICE CENTER	20,000.00
5/1	REGION 18 EDUCATION SERVICE CENTER	150.00
5/1	RICHARD VAN PELT	108.00
5/1	ROBERT AVOSSA	5,000.00
5/1	ROBERTS TRUCK CENTER OF TEXAS	1,414.58
5/1	ROSAS CAFE / BOBBY COX Co.	79.96
5/1	RR & E SERVICES LLC	630.00
5/1	SYNCHRONY BANK	16,145.52
5/1	SAMSARA INC	227.00
5/1	SARAH L HAWKINS	629.76
5/1	SCOTT MURI	82.90
5/1	SEAGULL VENTURES LLC	36,215.39
5/1	SHERWIN WILLIAMS	82.74
5/1	STACY BOOE	697.67
5/1	STEMARCO DESIGN LLC	4,549.00
5/1	STERICYCLE	217.05
5/1	STEVEN FLORES	219.00
5/1	SUL ROSS STATE UNIVERSITY	1,206.42
5/1	SWEET PIZZA LLC	662.97

5/1	SYSKO USA, INC	25,558.37
5/1	TEXAS BOOK COMPANY	22,201.85
5/1	TESS DONNER	6,750.00
5/1	TEXAS AFT AMP	277.50
5/1	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	54.00
5/1	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	413.81
5/1	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	63.00
5/1	TEXAS LIFE INSURANCE CO	149,896.68
5/1	TEXAS STATE TEACHERS ASSOCIATION	37,724.52
5/1	THE CINCINNATI LIFE INS. CO	20.04
5/1	THE CINCINNATI LIFE INS. CO	224.48
5/1	THE TABLE GROUP, INC	25.00
5/1	TNTP. INC.	22,425.00
5/1	TRACEY BORCHARDT	227.80
5/1	TREVOR PRESLAR	1,784.00
5/1	TROPHY DEN	183.00
5/1	TYLER THOMPSON	27.00
5/1	UIL MUSIC REGION 6	261.00
5/1	UNITED REFRIGERATION	1,972.17
5/1	UNITED WAY OF ODESSA	4,962.50
5/1	UNIVERSITY MEDICAL SUPPLY	2,450.00
5/1	THE UNIVERSITY OF TEXAS AT AUSTIN	14,000.00
5/1	US FOODS, INC.	6,615.52
5/1	VERIZON WIRELESS SERVICES LLC	5,118.62
5/1	IMPERIAL BAG & PAPER LLC	115,552.69
5/1	WALTER T. HENDERSON	6,990.00
5/1	WEIDNER & PHILLIPS LTD BY F & B OPERATORS	1,584.00
5/1	WILLIAM KENT MCCORD	324.00
5/1	WORTHINGTON DIRECT INC	11,840.46
5/8	2W INTERNATIONAL LLC	3,500.00
5/8	ANGEL ORTIZ	1,600.00
5/8	AARON ALEX MOLINA	35.04
5/8	ADT PIZZA LLC	140.00
5/8	ADVANCE STORES COMPANY , INC.	32.16
5/8	AIDE EMILIANO	42.55
5/8	ALBERT J VALENCIA	146.87
5/8	ALEX NUNEZ	59.90
5/8	AMAZON CAPITAL SERVICES	93,852.73
5/8	AMAZON CAPITAL SERVICES	433.49
5/8	AT&T	1,830.76
5/8	AT&T	132.66
5/8	AT&T	76.63
5/8	AT&T	132.66
5/8	ATHLETIC SUPPLY INC	11,118.00
5/8	BERKSHIRE PRODUCTION SUPPLY LLC	470.00
5/8	BIG DADDY'S	189.90
5/8	BIMBO BAKERIES USA	2,889.48
5/8	BLANCA ANAYA	45.90
5/8	BLANCA LUJAN	129.63
5/8	BLUE STAR BUS SALES LTD	975.10

5/8	BOZEMANSCIENCE.COM INC	1,643.81
5/8	BRIDGETTE CASAS	115.11
5/8	BRITTANY SWAIM	21.64
5/8	BRUNSON FAMILY BBQ	125.93
5/8	CAMBRIDGE EDUCATIONAL SERVICES INC.	790.20
5/8	CASHWAY WEST, INC.	5.18
5/8	CDW-G	197,273.27
5/8	CELEBRATE SUCCESSFUL LEARNING LLC	799.96
5/8	CELESTE ORTIZ	204.76
5/8	CHANTAL HERNANDEZ	42.11
5/8	CHASTANG ENTERPRISES	49,944.00
5/8	CHERYL WILSON	51.26
5/8	CHRISTINA LORRAINE BUTLER	123.03
5/8	CHRISTINE MASON CONSULTING	2,000.00
5/8	CHRISTOPHER MILLS	51.86
5/8	CICI'S PIZZA	314.55
5/8	CIRCLE P RANCH SUPPLY INC	260.73
5/8	CLARISA ARRAS	233.89
5/8	CRISTINA FIGUEROA	13.20
5/8	CULLIGAN WATER CONDITIONING OF WEST TEXAS	147.00
5/8	CUSTOM WHOLESALE SUPPLY INC	463.51
5/8	CUSTOM WHOLESALE SUPPLY INC	635.13
5/8	CYNTHIA RUBALCADO	15.08
5/8	DANIEL BUSTAMANTE	212.46
5/8	DANIEL P TIMMONS	77.52
5/8	DAVID CORRAL	58.76
5/8	DEANNA MCBRIDE	123.61
5/8	DELESA STYLES	424.81
5/8	DORI LAINE BUTTS	875.00
5/8	ELVIA RAMIREZ	42.88
5/8	EMILY REKER	483.96
5/8	FERGUSON FACILITIES SUPPLY	156.48
5/8	FIDENCIA GUTIERREZ	21.51
5/8	FOCUS SCHOOL SOFTWARE LLC	5,000.00
5/8	FOLLETT CONTENT SOLUTIONS LLC	905.50
5/8	FRANCESCA FLORANCE	37.12
5/8	FRANCESCA FLORANCE	37.86
5/8	G H DAIRY	31,767.24
5/8	GANDY INK	2,640.00
5/8	GARDENDALE WATER CO	56.00
5/8	GARY MCMILLAN	75.71
5/8	GOPHER SPORT	184.47
5/8	GRAINGER	296.64
5/8	GRAYBAR	237.94
5/8	HECTOR GUERRERO	5,898.47
5/8	HELLAS CONSTRUCTION INC	202,023.00
5/8	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	1,998.00
5/8	HUMBERTO HERNANDEZ JR	13,315.66
5/8	HURT EXTERMINATING	49,200.00
5/8	INSOURCE INSURANCE GROUP, LLC	71.00

5/8	ISABEL CARDONA	129.02
5/8	ISPHERE INNOVATION PARTNERS LLC	12,040.00
5/8	KEVIN D BALLARD INC	1,938.00
5/8	JAIME MILLER	551.60
5/8	JANELLE OTT	472.50
5/8	JENNIFER WIMBERLEY	35.18
5/8	JOIE SEATON	14.41
5/8	JOLYNN VARELA	11.99
5/8	JROTC DOG TAGS INC	391.80
5/8	JUANITA OCON	14.41
5/8	JUDY RAMIREZ	171.99
5/8	KELLIE WILKS	1,142.65
5/8	KIMBERLY BRYER	161.60
5/8	KIMBERLY GUERRA	43.42
5/8	LABATT FOOD SERVICE	60,461.81
5/8	LAURA SIKES	163.33
5/8	LAWNMOWER SALES AND SERVICE, INC	2,601.90
5/8	PHAROS HOLDINGS LLC	3,300.00
5/8	LISA DONAHO	47.10
5/8	LISA HULSEY	46.97
5/8	LISA WILLS	26.57
5/8	LOCKFAST LLC	121.66
5/8	LORENZO R MASONSONG	38.45
5/8	LORENZO R MASONSONG	175.61
5/8	LUISANA MAURICIO	4.02
5/8	LYNETA MENDOZA	34.30
5/8	MADELINE OLAGUE	585.00
5/8	MAGDA RODRIGUEZ	47.04
5/8	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	21,663.18
5/8	MARIVEL CORRALES	69.94
5/8	MARK BENNETT	101.58
5/8	MARK BENNETT	1,275.15
5/8	MARK CRISSINGER	227.80
5/8	MARK GABRYLCZYK	224.00
5/8	MARK HARRIS HJ INC	1,589.99
5/8	MARLA HOPPINS	101.64
5/8	MATTHEW SPIVY	598.03
5/8	MELISA LEYVA VALENZUELA	95.08
5/8	MICHAEL FLAX	607.15
5/8	MICHEL DOCKTOR	100.00
5/8	MONK HOLDINGS LLC	2,228.00
5/8	N-TUNE MUSIC & SOUND INC	3,268.44
5/8	NASCO EDUCATION LLC	764.52
5/8	NATALIE BERRIDGE	54.14
5/8	NATALIE FITZGERALD	387.93
5/8	NATIONAL TRAVEL SYSTEMS LP	870.86
5/8	NATIONAL TRAVEL SYSTEMS	8,456.04
5/8	NAYELI OLIVAREZ	152.49
5/8	NOBUYUKI SHIRAISHI	588.73
5/8	NOHEMI YBARRA	50.59

5/8	NORA ISELA CRUZ	103.32
5/8	NORMA MARTINEZ	39.73
5/8	NUNEZ FENCE	7,000.00
5/8	SEWCO INC	24,089.17
5/8	OLIVIA PORRAS	104.99
5/8	AMARGOF TRUJILLO YANIURKA	48.25
5/8	IDANIA MENDEZ ASUNCION	48.25
5/8	IMELDA MEDINA	48.25
5/8	YAQUELIN RIVERON ECHEMENDIA	48.25
5/8	ORLANDO BONNEY	46.57
5/8	PATHWAYZ COMMUNICATIONS INC	5,388.04
5/8	PERFECT TIME INC	334.00
5/8	PERMIAN MOVERS, INC.	150.00
5/8	PETER C GORMAN	2,500.00
5/8	PETROPLEX OFFICE SUPPLY, INC.	775.06
5/8	PITSCO EDUCATION LLC	1,230.53
5/8	PLAYGROUNDS ETC	7,879.00
5/8	PRIME EDUCATIONAL PRODUCTS, LLC	4,281.00
5/8	PRISCILLA TORRES	31.49
5/8	PROFORCE MARKETING	4,318.20
5/8	RAUL SANCHEZ	100.00
5/8	RHONDA LONG	60.10
5/8	RICHARD VAN PELT	38.45
5/8	ROBERTS TRUCK CENTER OF TEXAS	958.94
5/8	ROSA L BEATTY	34.84
5/8	ROSA M DOMINGUEZ	14.41
5/8	SALLY POOL	104.51
5/8	SYNCHRONY BANK	425.07
5/8	SAVANNAH SOTO	42.29
5/8	SCOTT WALKER	261.90
5/8	THE SEWELL FAMILY OR COMPANIES INC	49,158.08
5/8	SHANE EIDSON	10.00
5/8	SHEENA SALCIDO	76.72
5/8	SHERRY GOODWIN HILL	4,000.00
5/8	SHERWIN WILLIAMS	240.76
5/8	SHERWIN WILLIAMS (FLOORING)	196.70
5/8	CENTERING ON CHILDREN	3,276.54
5/8	SIDSON CORP	1,403.30
5/8	SIEMENS INDUSTRY, INC	29,468.41
5/8	SONIA EDMONDSON	196.87
5/8	SONIA ROCHA	554.97
5/8	SPECIAL OLYMPICS TEXAS	250.00
5/8	STAR TECH GROUP	10,000.00
5/8	STEMARCO DESIGN LLC	23.85
5/8	STUDIES WEEKLY INC.	4,818.00
5/8	SYSCO USA, INC	40,521.34
5/8	TEXAS ASSOCIATION OF SCHOOL	125.00
5/8	TEXAS BOOK COMPANY	6,521.40
5/8	ROBERT MADDEN INDUSTRIES LTD	24,190.00
5/8	TEXAS ASSOCIATION FOR	1,520.00

5/8	TEXAS DEPARTMENT OF PUBLIC SAFETY	154.00
5/8	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
5/8	TEXAS EXCAVATION SAFETY SYSTEM, INC.	18.40
5/8	TEXAS SCOTTISH RITE HOSPITAL	1,500.00
5/8	TEXAS TECH	3,957.50
5/8	TEXAS TECH	3,957.50
5/8	TEXAS TECH	4,032.50
5/8	THE RON CLARK ACADEMY	7,350.00
5/8	THEODORE MCDONALD	45.90
5/8	TIERRA CO.	4,106.50
5/8	TOP OF TEXAS PHOTOGRAPHY INC	1,133.90
5/8	TRIPLE TREATS ODESSA INC	412.50
5/8	TROPHY DEN	336.00
5/8	TUXEDO CONNECT LLC	1,935.00
5/8	TYLER THOMPSON	40.00
5/8	TYSON PREPARED FOOD, INC.	11,735.04
5/8	UNITED REFRIGERATION	527.97
5/8	UNITED SUPERMARKET LLC	2,552.98
5/8	UNIVERSITY OF TX-PERMIAN BASIN	50.00
5/8	UNIVERSITY OF TX-PERMIAN BASIN	185.00
5/8	US FOODS, INC.	6,472.74
5/8	VICTORIA NORENA	61.17
5/8	IMPERIAL BAG & PAPER LLC	535.58
5/8	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	9,934.04
5/8	WORTHINGTON DIRECT INC	42,844.20
5/8	XEROX CORPORATION	29,344.26
5/8	XEROX CORPORATION	953.65
5/8	YVONNE FRANCO	21.37
5/8	ZULEMA PALOMINO	49.65
5/15	ANGEL ORTIZ	3,200.00
5/15	ACCELERATION ACADEMIES	93,280.00
5/15	ACE MART RESTAURANT SUPPLY CO	769.52
5/15	ADT PIZZA LLC	411.03
5/15	AIR TUTORS LLC	18,600.00
5/15	ALAN WILLIAMS	12,234.30
5/15	ALICIA LIPPMAN	22.51
5/15	ALMA D GUERRERO	1,200.00
5/15	AMANDA PADILLA	59.83
5/15	AMANDA PARSONS	164.28
5/15	AMARILIS VELEZ ORTIZ	20.57
5/15	AMAZON CAPITAL SERVICES	119,044.72
5/15	AMAZON CAPITAL SERVICES	14,421.50
5/15	AMAZON CAPITAL SERVICES	46.35
5/15	AMY ANDERSON	244.75
5/15	ANDREA VALERO	28.41
5/15	ANGELA AGUIRRE	80.26
5/15	ANGELA JOHNSON	56.28
5/15	ANNIE ARREDONDO	51.19
5/15	ANNIE NELSON	153.67
5/15	ANTHONY SCOTT	133.60

5/15	ASHLI SATTERWHITE	62.71	
5/15	ATHLETIC SUPPLY INC	13,281.50	
5/15	ATMOS ENERGY	27,328.43	
5/15	AUDIO ACOUSTICS HEARING CENTERS	170.00	
5/15	BECKY QUIROZ	168.58	
5/15	BERKSHIRE PRODUCTION SUPPLY LLC	6,699.94	
5/15	BILLIE SHIPMAN	23.85	
5/15	BIMBO BAKERIES USA	3,014.07	
5/15	BLAIR LAWSON	200.00	
5/15	BLAIR LAWSON	88.50	
5/15	BRIAN G AROCHA SR	2,500.00	
5/15	BWI COMPANIES INC	6,753.65	
5/15	SPARKLIGHT	259.18	
5/15	CAITLIN BOAL	120.00	
5/15	CAVALLO ENERGY TEXAS LLC	88.12	
5/15	CAROLINA VASQUEZ	67.54	
5/15	CDW-G	51,934.33	
5/15	CECILIA NUNEZ	106.26	
5/15	CHARLES BUTZ	63.38	
5/15	CHERYL HINESLY	8.91	
5/15	DUNN RESTAURANT GROUP INC	97.80	
5/15	CHRISTINA SIFUENTEZ	31.02	
5/15	CHRISTINE DOCKALL	28.94	
5/15	CHRISTINE MATTA	29.61	
5/15	CHRISTY KENNEDY	197.18	
5/15	CICI'S PIZZA	104.85	
5/15	CIRCLE P RANCH SUPPLY INC	132.50	
5/15	CITY OF ODESSA WATER DEPT	161,447.50	
5/15	CLETO JUAREZ	3,000.00	
5/15	CLINT STOWE	187.81	
5/15	COALITION OF READING & ENGLISH SUPERVISORS OF TX	305.00	
5/15	CONTRACT PAPER GROUP INC	24,217.20	
5/15	CRISTA MITCHEL	122.01	
5/15	CRYSTAL PENA	48.98	
5/15	CULLIGAN WATER CONDITIONING OF WEST TEXAS	760.04	
5/15	DAVID CUPP	22.24	
5/15	DEBORAH OTTMERS	861.29	
5/15	DISCOUNT SCHOOL SUPPLY	995.76	
5/15	DONALD H. & SHARI A. RILEY	3,350.00	
5/15	DS WATERS OF AMERICA INC	48.52	
5/15	ECTOR THEATRE LLC	8,695.00	
5/15	ED PRICE	1,554.00	
5/15	ELIZABETH MARJASON	55.88	
5/15	ELUMA LLC	139,830.60	
5/15	EVA COLLINS	1,516.85	
5/15	EVA FRANKS	49.31	
5/15	FEDEX	9.46	
5/15	JACQUELINE H LIGHT	5,000.00	
5/15	FOLLETT CONTENT SOLUTIONS LLC	321	6,158.60
5/15	FRANCESCA FLORANCE	58.36	

5/15	G H DAIRY	33,657.08
5/15	G T DISTRIBUTORS INC	1,829.44
5/15	GABRIELA BARRY	60.97
5/15	GANDY INK	1,594.95
5/15	GARY MCMILLAN	102.18
5/15	GAYLA MCMURRIAN	155.00
5/15	GAYLA MCMURRIAN	130.00
5/15	GINGER STOREY	1,250.00
5/15	GOPHER SPORT	1,238.37
5/15	GRAINGER	1,833.36
5/15	GRANULAR INSURANCE COMPANY	105,778.91
5/15	DICKEY'S BARBECUE PIT ODESSA	423.39
5/15	HEATHER DOLLOFF	17.09
5/15	HEIDI L HELFERICH	10.32
5/15	HOME DEPOT USA INC - STORE #562	2,279.35
5/15	HORTENCIA DEL BOSQUE	92.80
5/15	ISPHERE INNOVATION PARTNERS LLC	13,845.00
5/15	KEVIN D BALLARD INC	11,397.00
5/15	JANA AVERY	21.64
5/15	JANELLE OTT	90.00
5/15	JANELLE OTT	157.50
5/15	JIMENA WOLFLE	648.00
5/15	JOHN'S SALES & SERVICE	19,128.53
5/15	JOHNNA ROSSON	14.94
5/15	JOSEPH LUCAS	102.24
5/15	JUAN FUENTES	27.27
5/15	JULIA KELTON	131.99
5/15	JULIA PAREDEZ	16.09
5/15	JULIE SORUM	306.88
5/15	JUMBURRITO	1,170.00
5/15	KARIME MELENDEZ	20.77
5/15	KAY'S EMBLEMS INC	5,324.00
5/15	KENNER PRINTING	1,012.74
5/15	KIMBERLY CARRASCO	225.86
5/15	KRISTI EICHER	726.68
5/15	LABATT FOOD SERVICE	71,362.37
5/15	LAKRISHA RODRIGUEZ	12.06
5/15	LAMAR ADVERTISING	7,396.00
5/15	LEGO BRAND RETAIL	15,998.00
5/15	LENNOX INDUSTRIES INC	478.74
5/15	LIDIA C VALENZUELA	48.31
5/15	LOCKFAST LLC	1,949.40
5/15	LOWE'S HOME IMPROVEMENT	6,690.22
5/15	LUNCH MONY INC	877.22
5/15	LYNDSAY FREEMAN	69.21
5/15	MADELEINE ATCHLEY	55.00
5/15	MAHIRA SALINAS	82.41
5/15	MARIA ORTIZ	4,136.55
5/15	MARIA T. RUBIO	131.22
5/15	MARIA ZUBIATE	81.00

5/15	MARICELA TAPIA DE ARMENDARIZ	91.99
5/15	MARISSA LOPEZ	27.20
5/15	MARK BENNETT	3,700.00
5/15	MARK HARRIS HJ INC	185.15
5/15	MARK KNOX FLOWERS	1,135.00
5/15	MCI FOODS INC	26,396.16
5/15	MEAGAN CAMPBELL	51.52
5/15	MELISSA QUINTELA	11.52
5/15	MELISSA S RIVERA	45.23
5/15	MICHAEL HAWLEY	55.00
5/15	MICHAEL JOE WILLIAMSON	32.90
5/15	MICHELE RENE MARJASON	10,000.00
5/15	MICHELLE HAMMON	14.07
5/15	MICHELLE MADRID	40.00
5/15	MOBILE COMMUNICATION AMERICA INC	1,528.00
5/15	MORRIS WILLIAMSON	140.00
5/15	MSB CONSULTING GROUP LLC	5,501.84
5/15	N-TUNE MUSIC & SOUND INC	69,881.10
5/15	NATALIE GUARA	108.14
5/15	NATIONAL TRAVEL SYSTEMS	5,933.01
5/15	NAYELI MARTINEZ	55.47
5/15	NIMBUS DRINKING WATER SYSTEMS	160.00
5/15	NOBUYUKI SHIRAISHI	160.06
5/15	ODESSA COLLEGE	16.50
5/15	SEWCO INC	34,391.65
5/15	2024 CAREER FAIR- TAX ID 746001391	250.00
5/15	JENNIFER BARNETT	43.25
5/15	LISA BAKER	59.52
5/15	VALERIE APODOCA	44.50
5/15	PATRICIA LOGAN	153.43
5/15	PAULINA FOWLER	43.48
5/15	PBK ARCHITECTS, INC	140,625.00
5/15	PBK ARCHITECTS, INC	37,500.00
5/15	PENSKE COMMERCIAL VEHICLES US LLC	838.40
5/15	PERLA QUINTANA	60.84
5/15	SHANNON D GAYLOR	70.00
5/15	PERMIAN MOVERS, INC.	140.00
5/15	PLASCO ID HOLDING LLC	6,879.68
5/15	POCKET NURSE ENTERPRISES INC	1,706.73
5/15	PRECISION BUSINESS MACHINES INC (PBM)	359.63
5/15	PRESENCE LEARNING INC	24,250.50
5/15	REGION 11 EDUCATION SERVICE CENTER	6,500.00
5/15	REGION 18 EDUCATION SERVICE CENTER	1,600.00
5/15	RICH CHICKS LLC	17,258.01
5/15	RIGO NUNEZ	25.06
5/15	RILEY COFFMAN	308.74
5/15	ROCIO DAVILA	20.90
5/15	RONALD PROMESSE	90.00
5/15	RONYALE MCCLENDON	208.14
5/15	ROSALITA GARCIA	16.55

5/15	ROSAS CAFE / BOBBY COX Co.	1,143.68
5/15	SALLY POOL	191.49
5/15	SANDRA DELBOSQUE	54.51
5/15	SANDY EMMERSON	700.00
5/15	SARAH L HAWKINS	52.00
5/15	SCOTT BACKOVICH	2,000.00
5/15	SCOTT MURI	151.25
5/15	SHERWOOD HOLDINGS 1 LLC	2,315.25
5/15	SHOPPA'S MATERIAL HANDLING	27,799.00
5/15	SOCORRO RODRIGUEZ	67.14
5/15	SONIA ROCHA	30.42
5/15	SOUTHERN MAID DONUTS	389.60
5/15	STEMARCO DESIGN LLC	3,057.83
5/15	SUHEY CHAVEZ	41.94
5/15	SWEET PIZZA LLC	78.00
5/15	SYLVIA DURAN	175.00
5/15	SYSCO USA, INC	8,202.21
5/15	T. S. ENTERPRISE ASSOCIATES INC	31,157.00
5/15	FRANK E GOMEZ	3,600.00
5/15	TESS DONNER	6,750.00
5/15	TEXAS ACADEMIC DECATHLON FOUNDATION	320.00
5/15	TASB, INC	9,700.00
5/15	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
5/15	THE LINCOLN ELECTRIC COMPANY	8,754.11
5/15	THIRD FUTURE SCHOOLS TEXAS	7,866.21
5/15	THIRD FUTURE SCHOOLS TEXAS	60,193.00
5/15	THOMAS LLOYD TURPIN	7,000.00
5/15	TIM GILLEY	60.43
5/15	TOP OF TEXAS PHOTOGRAPHY INC	545.00
5/15	TPR EDUCATION LLC	1,600.00
5/15	TRANSFINDER CORPORATION	37,000.00
5/15	TRINITY UNIVERSITY	700.00
5/15	TRIPLE TREATS ODESSA INC	93.50
5/15	TUFF SHED INC.	7,004.80
5/15	TYSON PREPARED FOOD, INC.	33,350.85
5/15	UNITED PARCEL SERVICE INC	16.82
5/15	UNITED REFRIGERATION	3,042.14
5/15	VANESSA ZOELZER	54.61
5/15	VARSITY SPIRIT LLC	3,366.00
5/15	VERIZON WIRELESS SERVICES LLC	524.59
5/15	VICTORIA A GOMEZ	1,000.00
5/15	VIKTORIA R HENDERSON	43.88
5/15	IMPERIAL BAG & PAPER LLC	21,670.89
5/15	WARREN POWER & MACHINERY	455.09
5/15	WAWONA FROZEN FOOD I	55,365.12
5/15	WEIDNER & PHILLIPS LTD BY F & B OPERATORS	475.00
5/15	WEST TEXAS EDUCATORS	3,304.50
5/15	WEST TEXAS POWER SPORTS DEVELOPMENT	813.76
5/15	WHITNEY CREEKMORE	118.51
5/15	WILLIAM KENT MCCORD	146.73

5/15	XEROX CORPORATION	12,607.05
5/15	IISE F RUIZ MARQUEZ	1,500.00
5/15	YUREIMA MONTES	69.49
5/15	YUREIMA MONTES	58.96
5/15	ZSPACE INC	209.92
5/16	BASIN ABSTRACT & TITLE	5,000.00
5/16	BASIN ABSTRACT & TITLE	5,000.00
5/16	BASIN ABSTRACT & TITLE	762,206.00
5/16	ECTOR COUNTY ABSTRACT & TITLE	3,342,860.21
5/16	THIRD FUTURE SCHOOLS TEXAS	14,344.48
5/16	THIRD FUTURE SCHOOLS TEXAS	235,461.04
4/11	AETNA LIFE INSURANCE COMPANY	251,345.99
4/11	PCARX LLC	19,852.00
4/11	AETNA LIFE INSURANCE COMPANY	112,650.44
4/15	AETNA LIFE INSURANCE COMPANY	363,584.64
4/15	PCARX LLC	142,619.48
4/22	PCARX LLC	98,167.81
4/22	AETNA LIFE INSURANCE COMPANY	248,147.17
4/29	AETNA LIFE INSURANCE COMPANY	337,803.57
4/29	PCARX LLC	161,286.55
5/2	AETNA LIFE INSURANCE COMPANY	374,603.57
5/6	PCARX LLC	169,312.04
5/6	PCARX LLC	19,772.00
5/6	PCARX LLC	29,936.67
5/6	AETNA LIFE INSURANCE COMPANY	9,047.66
5/6	WELLSPRING TELEHEALTH	11,017.50
5/9	CAREATC INC	7,222.22
5/9	CAREATC INC	92,534.37
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	1224
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 15,535,090.67

TO: BOARD OF TRUSTEES
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

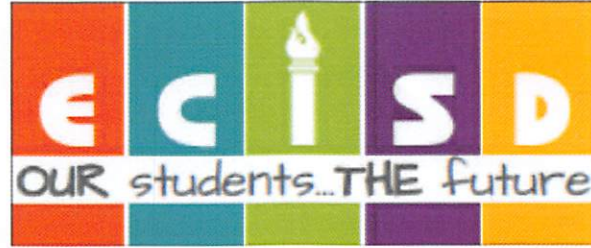
FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

The following check amounts for the operations, materials and supplies for the maintenance of the School District are presented for your approval.

For the period 4/11/2024 to 5/16/2024

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ 15,535,090.67



Request for Approval of Acceptance of Donations over \$10,000

In accordance with policy CDC (local), Ector County ISD is requesting approval to receive the following donations greater than \$10,000.

Amount	Fund	From	Description
\$2,843,000	199	Grow Odessa	Land for CTE High School
\$1,700,557	199	PSP and Scarborough	Provide 18-month leadership program at Holdsworth for 10 ECISD employees (admin team and 7 principals). This represents 12 months of the donation.
\$15,000	199	Conoco Phillips	TLC Outdoor Learning Area
\$13,500	199	DiamondBack Energy	Super Saturday Chess Tournament for Advanced Academics



OUR students...THE future

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Odessa, Texas

CDC
 (EXHIBIT)A

*016
 new
 CTE
 HS*

TO: Chief Financial Officer
 FOR: Recommendation to Accept Donation/Gift

FROM: _____ / _____
 Principal OR Director
 _____ / _____
 School OR Department

Grow Odessa Development Corp.

 Name of Donor (if organization, please include name of president)

 Mailing address City State Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

Description of Donation/Gift	Value*	Purpose of Donation
37.91 acres for CTE/HS Meadow/Murphy	\$2,843,000	Build CTE center

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: _____

*record
 value
 rev
 exp
 Fund
 199*

() Approval () Disapproval N/A
 PRINCIPAL / DIRECTOR Date

() Approval () Disapproval Celeste Potter
 DIRECTOR OF DEVELOPMENT 5-17-24
 Date

(X) Approval () Disapproval [Signature]
 CHIEF FINANCIAL OFFICER 5/16/2024
 Date
 (The following approval required for a single donation/gift of \$10,000 or more)

() Approval () Disapproval _____
 SUPERINTENDENT OF SCHOOLS Date



HAVENS GROUP Inc.

COMMERCIAL REAL ESTATE

6010 East Highway 191, Suite 145
Odessa, Texas 79762

Phone (432) 582-2250

May 16, 2024

ECISD Board of Trustees

As requested, I have examined the unimproved property located at S. Meadow Ave., Odessa, Texas being further described as:

37.91 Acres out of T-2-S, BLK 42, SEC 25 (Card #20A)

Subject Property's land size is 37.91 acres (1,651,359.6 SF). There are currently no Improvements in place. Subject property is considered raw land.

My purpose is to give you my opinion as to the Fair Market Value of the property as of this date. This opinion is derived based off of comparable sales in and around the general area. It is my opinion that this property's worth on the present market is:

TWO MILLION EIGHT HUNDRED FORTY-THREE THOUSAND DOLLARS

\$2,843,000.00

THIS IS AN OPINION OF VALUE OR COMPARATIVE MARKET ANALYSIS AND SHOULD NOT BE CONSIDERED AN APPRAISAL. In making any decision that relies on my work, you should know that I have not followed the guidelines for the development of an appraisal or analysis contained in the Uniform Standards of Professional Practice of the Appraisal Foundation. **THIS IS A BROKER'S OPINION OF VALUE ONLY.**

Respectfully submitted,

Cory A. Bynum
Agent
The Havens Group, Inc.
Commercial Real Estate



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

TO: Chief Financial Officer
FOR: Recommendation to Accept Donation/Gift
FROM: _____ / _____
Principal OR Director
_____ / _____
School OR Department
PSP and Scarborough Foundation

Name of Donor (if organization, please include name of president)

Mailing address City State Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

Description of Donation/Gift	Value*	Purpose of Donation
Holdsworth Leadership Training	\$1,700.557	
	\$ _____	
	\$ _____	

*record value
rev
+ exp*

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: _____

() Approval () Disapproval _____ Date
PRINCIPAL / DIRECTOR

() Approval () Disapproval Celeste Potter 5-6-24
DIRECTOR OF DEVELOPMENT Date

() Approval () Disapproval [Signature] 5/3/2004
CHIEF FINANCIAL OFFICER Date
(The following approval required for a single donation/gift of \$10,000 or more)

() Approval () Disapproval _____ Date
SUPERINTENDENT OF SCHOOLS

Holdsworth - Leadership

Donation from PSP to Holdsworth to pay for expenses on ISD behalf

July 2023 thru Dec 2024

18 month program


\$ 6,100,000.00


District	State	Adults	Students	Percent	Allocated	23/24	24/25
ECISD	TX	10	33,500	42%	\$ 2,550,836	\$ 1,700,557	\$ 850,279
MISD	TX	7	28,000	35%	\$ 2,132,042		
Carlsbad	NM	5	8,835	11%	\$ 672,735		
Hobbs	NM	5	9,776	12%	\$ 744,387		
		27	80,111	100%	\$ 6,100,000.00		

<https://holdsworthcenter.org/blog/psp-scharbauer-foundation-investing-6-1m-in-school-leadership-training/>

SHARE

 Following through on its mandate to support education – one of five priorities for the organization – the Permian Strategic Partnership is partnering with the Holdsworth Center to provide leadership training of public school officials across the Permian Basin.

 The PSP is contributing \$4.6 million to the partnership, while the Scharbauer Foundation is contributing \$1.5 million, bringing the total investment to \$6.1 million.

 Over the next two years, the goal is to strengthen the leadership skills of up to 100 principals, assistant principals, teachers and district administrators and build stronger talent development opportunities in the basin's largest school systems.

Included in value:

For 3 Administration and 7 Principals

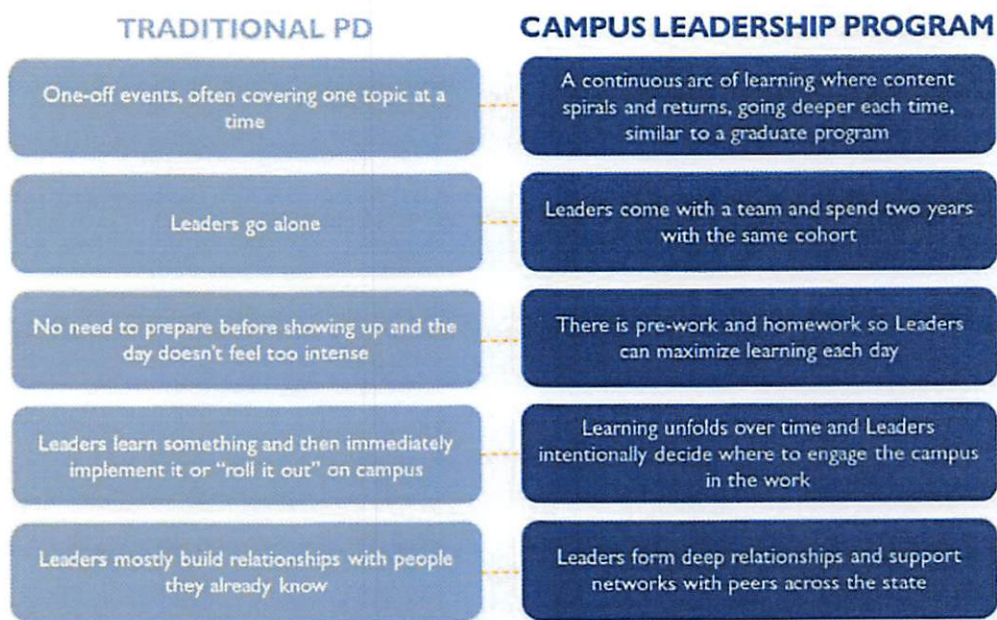
- Training
- Materials
- Travel
- Hotels
- Food

The Campus Leadership Program (CLP) Experience

CLP is a two-year program for campus teams – principals, assistant principals, instructional coaches, teachers and other campus leaders. Through learning sessions with expert faculty, site visits and peer support, team members deepen individual leadership skills while working toward excellent and equitable outcomes for students on their campus. Principals receive one year of executive coaching to support them in reaching personal leadership goals.

Holdsworth's goal is to create stronger leaders with the knowledge and tools to drive results for students – and do it in a thoughtful, methodical way that makes teachers and students feel hopeful and confident in their ability to succeed.

Alumni of CLP have summarized the difference between their experiences of traditional PD and CLP:



As part of the 2-year experience, campus leaders will:

- Learn from world-class expert faculty and guest lecturers from K-12, academia, government and business sectors.
- Practice skills such as giving and receiving feedback, active listening, coaching others and analyzing data with an equity lens.
- Work with their campus team to build a shared vision, stronger relationships and collaborate with a wider network on the Problem of Practice.
- Build a supportive network of peers, both through individual friendships and peer groups.
- Attend site visits to high-performing organizations inside and outside of K-12.
- Visit campuses of peers in the program to see how other schools operate.
- Be assigned a leadership facilitator who will offer support inside and outside of sessions through email phone calls and in-person or virtual school visits.
- Receive one year of executive coaching (for principals only).

The CLP Curriculum

At Holdsworth, we believe great leaders are made, not born. With intention and effort, leaders can deepen their skills and capacities and greatly increase their effectiveness.

We also believe that change begins from within, then radiates outward to others.

Our curriculum centers around strengthening leaders' capacity in three areas—**Developing Personal Leadership**, **Growing & Empowering Others**, and **Creating Change**.

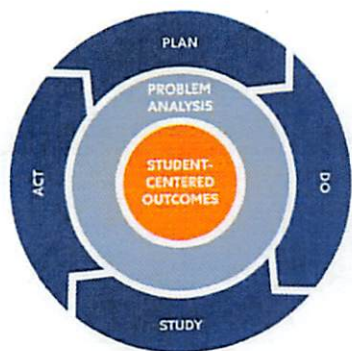
- **Developing Personal Leadership** is based in deeply connecting to one's purpose, managing physical, mental and emotional resources and identifying areas for growth and working to actively improve.
- **Growing & Empowering Others** focuses upon Leaders' ability to support and develop aspiring leaders around them, and to cultivate high-performing teams.
- **Creating Change** is about developing a clear, shared vision for excellent and equitable student outcomes, and using key drivers such as school culture to support the realization of that vision.

At Holdsworth, we believe 70 percent of a leader's development occurs through job-related experiences, 20 percent from interactions with others or coaching, and 10 percent from formal educational events. We know our leaders don't build skills solely by reading books or learning theory—they learn by doing, in the context of real challenges faced in day-to-day work.

To that end, leaders' efforts to Create Change focus upon a specific Problem of Practice. Teams learn to identify root causes, involve critical stakeholders and test improvement strategies at small scale before spreading them more widely. After learning the process, teams are able to apply it to other problems they face, creating a culture of continuous improvement on campuses.

Problem of Practice

Often in schools, problems get isolated and narrow solutions are implemented in hopes of a quick fix. In the Campus Leadership Program, we take a different approach.



We ask campuses to identify a point of deep dissatisfaction with the status quo – an inequity, grounded in data, that is important for the campus to address if it is to achieve its mission and vision. But instead of rushing to solutions, we encourage leaders to take a step back, ask questions and dig deeper—by working collaboratively as a team and engaging staff and stakeholders across the campus—to uncover more complex issues underlying the data.

What emerges will become the campus's Problem of Practice. The length of the program allows teams to dedicate sustained attention and effort to untangle these tough, complex problems.

When it's time to take action, teams will use a cycle that helps them learn quickly, iterate, and spread the most promising improvement strategies. Learning to use a cycle of rapid and continuous improvement – plan, do, study and act – helps hedge against the possibility that initiatives will crash and burn in a way that embitters staff and erodes trust.

Data from initial small tests can help to shift teachers' mindsets and bring them on board, which ultimately leads to better results for students.

CLP Learning Outcomes

Over the two-year program, leaders will measure and reflect on their growth in each curriculum area using a learning rubric. While only the key ideas are listed below, the full rubric contains a longer list of concrete mindsets and behaviors to help leaders better pinpoint areas of strength and opportunity.

Develop Personal Leadership

Leaders will know they've succeeded when they:

- Are deeply connected to their purpose, which drives their actions and priorities to produce the outcomes they want to achieve for all students.
- Apply strategies to manage their physical, mental and emotional resources to optimize energy.
- Proactively seek feedback to understand their impact, strengths and growth opportunities and create and action plan to guide their improvement efforts.

Grow & Empower Others

Leaders will know they've succeeded when they:

- Prioritize time and energy to build capacity of high-potential leaders.
- Deliver clear actionable feedback and coach others to reach their fullest potential.
- Create the conditions in which others are empowered to lead and have opportunities to learn and grow.
- Ensure teams have a clear purpose to achieve desired results and build a trusting and supportive learning environment to allow team members to take risks in pursuit of breakthrough results.
- Skillfully surface different perspectives to understand the current reality and drive effective decisions.
- Productively manage conflict and other interpersonal dynamics.

Create Change

Leaders will know they've succeeded when they:

- Establish a clear, shared vision for what excellent and equitable student outcomes would look like and feel like.
- Analyze data to identify a gap between their current reality and their vision and determine their strategies to close that gap.
- Communicate the vision and strategies to improve excellent and equitable student outcomes in a way that inspires commitment and enrollment from key stakeholders.
- Define benchmarks of success and use data to measure the impact of changes, and continuously review their goals and plans to learn quickly from successes/failures and to improve and refine changes.
- Build a coalition for change and mobilize them to spread successful practices.

Support Structures

- **Leadership Facilitator** – Each campus is paired with a Leadership Facilitator who will attend every session to support their learning and progress on their Problem of Practice.
- **Executive Coach** – Principals have an Executive Coach during Year 1 to work on a personal growth goal.
- **Peer Groups** – Small, role-alike groups in each cohort that allow for sharing personal and professional challenges with peers who leverage their experience, skills and coaching/feedback tools to support one another.
- **Campus Pairs** – Each campus team will be paired with another campus to provide feedback on their problem of practice and help them troubleshoot issues that come up. Campus teams will make an in-person site visit to their paired campus in the second year of the program.

The Collaborative Experience

This 18-month program is designed to help district leaders generate a reliable bench of strong leaders who are ready to step into school leader positions when they arise. Leaders first define what great leadership looks like in their district. Then they learn how to leverage this definition to build systems that produce and sustain a healthy school leadership pipeline. A team of three district leaders – the superintendent and two key central office leaders – participate in learning sessions that are active and participatory.

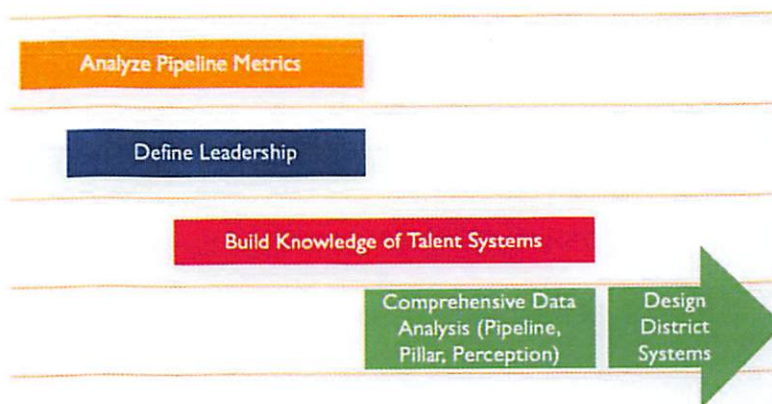
The experience we do at Holdsworth is based on a philosophy of partnership. We are committed to providing world-class programming, and we listen to feedback from our leaders. When needed, we adapt our plans to ensure we are providing the best possible support. In the Collaborative, leaders:

- Attend learning sessions at the Campus on Lake Austin, a retreat-like setting that allows teams to step back from the day-to-day and see their district’s challenges and opportunities more clearly.
- Work with Holdsworth staff to learn best practices from organizations inside and outside of education that have built high-performing talent management systems.
- Give teams the time and space to focus on talent management and work collaboratively to create aligned systems.
- Form strong bonds, share ideas, and get help with challenges from a network of peers in other districts around Texas.

Sessions include a mix of learning, rigorous discussion, and time to work as a team. It’s not a one-size-fits-all approach. Each district comes in at a different starting place and is given tools to investigate top challenges and areas for opportunity. In between sessions, district leaders put the insights and designs they’ve come up with into action and take note on what’s working – or not working. During sessions, leaders share notes and adjust their strategies with help from peers and the Holdsworth team. By the end of the program, districts will have a clear direction for their leadership development work and the tools to accomplish it.

The general framework for the Collaborative timeline deliberately propels independent action to ensure district leader teams have internalized learning and are making steady progress toward practical change in their own district. Districts will leave the 18-month partnership having:

- Completed an in-depth analysis and assessment of the strengths of the current internal leadership pipeline
- Created a district specific definition of the leadership mindsets, behaviors, and skills for the principalship
- Have a broadened view of talent systems through the study of multiple exemplars of talent development systems from a variety of contexts and industries
- Identified the highest priority lever to improve their internal talent pipeline
- Designed and tested one comprehensive, at-scale solution to improve a large segment of their talent pipeline



Ector County ISD
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES



OUR students...THE future

CDC
(EXHIBIT)A

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

TO: Chief Financial Officer

FOR: Recommendation to Accept Donation/Gift

FROM: Micah Pettigrew / _____
Principal OR Director

Transition Learning Center / _____
School OR Department

Conoco Phillips / Nick McKenna, Vice President
Name of Donor (if organization, please include name of president)

Mailing address City State Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

Description of Donation/Gift	Value*	Purpose of Donation
Contribution to TLC	\$ 15,000	Outdoor Learning Area for TLC
	\$	
	\$	

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

REMARKS: This donation was provided by Conoco Phillips to help with enhancements being made to the TLC Outdoor Learning Area.

Approval Disapproval Micah Pettigrew 5/9/2024
PRINCIPAL / DIRECTOR Date

Approval Disapproval Cibste Pulte 5-9-24
DIRECTOR OF DEVELOPMENT Date

Approval Disapproval [Signature] 5/15/24
CHIEF FINANCIAL OFFICER Date
(The following approval required for a single donation/gift of \$10,000 or more)

Approval Disapproval _____
SUPERINTENDENT OF SCHOOLS Date

881

Ector County ISD
068901
OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT)A



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

TO: Chief Financial Officer
FOR: Recommendation to Accept Donation/Gift

FROM: _____ / Kristen N. Vesely
Principal OR Director

School OR Advanced Academic Services Department

DiamondBack Energy

Name of Donor (if organization, please include name of president)
500 West Texas Ave, Suite 100 Midland TX 79701
Mailing address City State Zip Code

has offered a donation or gift in the following category: Donation/Gift (describe below)

DESCRIPTION

Describe Donation/Gift	Value*	Purpose of Donation
Check	\$13,500	Sponsor GT Super Saturday & Chess Tournament

BUDGET

Item/Service (what are you purchasing)	Purpose (how does the item/service you are purchasing relate to this award?)	Account # (accounting office will contact you re: account #)	Amount (this column should equal total award)
Keynote Speaker	GT Super Saturday Keynote Speaker	Type text here	\$10,000
T-Shirts	Student T-Shirts for Chess Tournament		\$3,500

*Values assigned for donation of equipment or services is for internal reporting purposes only. This value may not be used as an appraisal value for IRS purposes.

Permission is requested to accept this donation/gift for our school/department. The donor understands that the donation/gift will become the property of the Ector County Independent School District and will be under the jurisdiction of the school/department in accordance with School Board Policy and administrative rules and regulations. Approved donation/gift should be added to fixed assets inventory if applicable.

(x) Approved () Not Approved Kristen N. Vesely Date 4/29/24
PRINCIPAL / DIRECTOR

✓ Approved () Not Approved Celeste Potter Date 5-7-24
DIRECTOR OF DEVELOPMENT

() Approved () Not Approved [Signature] Date 5/15/24
CHIEF FINANCIAL OFFICER

The following approval required for a single donation/gift of \$10,000 or more:

() Approved () Not Approved _____ Date _____
SUPERINTENDENT OF SCHOOLS



REQUEST FOR APPROVAL OF THE QUARTERLY INVESTMENT REPORT

Attached is a quarterly report on District investments representing investments for the months of January 2024 – March 2024. The District’s investments are governed by the Public Funds Investment Act, Texas Government Code (Chapter 2256) and legal and local policies CDA. Every effort is made to maximize investment earnings while protecting the District’s assets.

The report represented is in compliance with legislation that requires quarterly reporting.

Administrative Recommendation:

Approval of Quarterly Investment Report

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 QUARTERLY REPORT OF INVESTMENTS
 FOR THE PERIOD FROM JANUARY 1, 2024 THRU MARCH 31, 2024

	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
RECAP											
ALL FUNDS											
GENERAL FUND	\$ 73,218,305.35	93	140,570,612.26	19	123,831,283.26	1,546,575.55	\$ 91,504,209.90	64.94%	\$ 91,504,209.90	\$ 91,504,209.90	\$ -
SCHOOL NUTRITION FUND	965,122.40	1	8,465,213.90	0	-	52,340.42	9,482,676.72	6.73%	9,482,676.72	9,482,676.72	-
DEBT SERVICE FUND	12,839,646.53	3	38,058,213.04	2	37,634,801.14	157,308.16	13,420,366.59	9.52%	13,420,366.59	13,420,366.59	-
MEDICAL TRUST FUND	7,201,910.88	3	6,317,491.64	15	7,370,000.00	73,946.62	6,223,349.14	4.42%	6,223,349.14	6,223,349.14	-
WORKER'S COMP FUND	7,860,944.71	0	-	0	-	108,221.87	7,969,166.58	5.66%	7,969,166.58	7,969,166.58	-
SPECIAL FUNDS	261,705.84	2	5,132.12	0	-	3,510.81	270,348.77	0.19%	270,348.77	270,348.77	-
INSURANCE RECOVERY	10,572,829.99	0	-	0	-	140,513.55	10,713,343.54	7.60%	10,713,343.54	10,713,343.54	-
CHAPTER 313	1,295,541.19	0	-	0	-	17,824.79	1,313,365.98	0.93%	1,313,365.98	1,313,365.98	-
TOTAL	\$ 114,216,006.89	102	193,416,662.96	36	168,836,084.40	2,100,241.77	\$ 140,896,827.22	100.00%	\$ 140,896,827.22	\$ 140,896,827.22	\$ -
ALL INVESTMENTS											
TEXPOOL	\$ 5,315,143.87	55	29,935,958.28	5	12,465,213.90	195,446.08	\$ 22,981,334.33	16.31%	\$ 22,981,334.33	\$ 22,981,334.33	\$ -
TEXPOOL PRIME	48,570,420.55	37	140,605,704.68	24	131,463,014.18	992,121.77	58,705,232.82	41.67%	58,705,232.82	58,705,232.82	-
LONE STAR	942,011.45	0	-	0	-	12,551.33	954,562.78	0.68%	954,562.78	954,562.78	-
NEXBANK MONEY MARKET SAVINGS	10,744,064.31	0	-	0	-	150,746.31	10,894,810.62	7.73%	10,894,810.62	10,894,810.62	-
TEXSTAR	19,193,282.24	0	-	0	-	255,079.91	19,448,362.15	13.80%	19,448,362.15	19,448,362.15	-
TCG DIRECTED INVESTMENTS	1,013,003.93	0	-	3	1,057,856.32	44,852.39	0.00	0.00	-	-	-
TEXAS CLASS	28,438,080.54	10	22,875,000.00	4	23,850,000.00	449,443.98	27,912,524.52	19.81%	27,912,524.52	27,912,524.52	-
TOTAL	\$ 114,216,006.89	102	193,416,662.96	36	168,836,084.40	2,100,241.77	\$ 140,896,827.22	100.00%	\$ 140,896,827.22	\$ 140,896,827.22	\$ -

NOTES:

Weighted Average Maturity for ECISD is 1 day for all bank accounts and pooled investments.

GASB Statement No. 31 requires all investments to be reported at fair market value (FMV) except for money market investments, investment with maturities less than 12 months at time of purchase and nonparticipating contracts (CD's). At 03/31/2024 the School District's TCG Directed Investments qualified for fair market recognition.

This quarterly report is in compliance with the investment strategy as established for the pooled investment fund and the Public Funds Investment Act, Texas Government Code (Chapter 2256).

PREPARED BY: MORGAN EATON signature on file
 ASSISTANT DIRECTOR OF FINANCE

ALBESSA CHAVEZ signature on file
 DIRECTOR OF FINANCE

DEBORAH OTTMERS signature on file
 CHIEF FINANCIAL OFFICER



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 QUARTERLY REPORT OF INVESTMENTS
 FOR THE PERIOD FROM JANUARY 1, 2024 THRU MARCH 31, 2024



	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
TEXPOOL											
GENERAL FUND	\$ 4,088,315.63	52	21,465,612.26	5	12,465,213.90	139,594.85	\$ 13,228,308.84	57.56%	\$ 13,228,308.84	\$ 13,228,308.84	\$ -
SCHOOL NUTRITION FUND	965,122.40	1	8,465,213.90	0	-	52,340.42	9,482,676.72	41.26%	9,482,676.72	9,482,676.72	-
DEBT SERVICE FUND	-	0	-	0	-	-	-	0.00%	-	-	-
MEDICAL TRUST FUND	-	0	-	0	-	-	-	0.00%	-	-	-
WORKER'S COMP FUND	-	0	-	0	-	-	-	0.00%	-	-	-
SPECIAL FUNDS	261,705.84	2	5,132.12	0	-	3,510.81	270,348.77	1.18%	270,348.77	270,348.77	-
INSURANCE RECOVERY	-	0	-	0	-	-	-	0.00%	-	-	-
TEXPOOL	\$ 5,315,143.87	55	29,935,958.28	5	12,465,213.90	195,446.08	\$ 22,981,334.33	100.00%	\$ 22,981,334.33	\$ 22,981,334.33	\$ -
% OF GRAND TOTAL	4.65%						16.31%				
TEXPOOL PRIME											
GENERAL FUND	\$ 21,362,263.76	31	96,230,000.00	7	86,458,213.04	661,896.56	\$ 31,795,947.28	54.16%	\$ 31,795,947.28	\$ 31,795,947.28	\$ -
DEBT SERVICE FUND	12,839,646.53	3	38,058,213.04	2	37,634,801.14	157,308.16	13,420,366.59	22.86%	13,420,366.59	13,420,366.59	-
MEDICAL TRUST FUND	7,201,910.88	3	6,317,491.64	15	7,370,000.00	73,946.62	6,223,349.14	10.60%	6,223,349.14	6,223,349.14	-
WORKER'S COMP FUND	7,166,599.38	0	-	0	-	98,970.43	7,265,569.81	12.38%	7,265,569.81	7,265,569.81	-
TEXPOOL PRIME	\$ 48,570,420.55	37	140,605,704.68	24	131,463,014.18	992,121.77	\$ 58,705,232.82	100.00%	\$ 58,705,232.82	\$ 58,705,232.82	\$ -
% OF GRAND TOTAL	42.53%						41.67%				
LONE STAR											
GENERAL FUND	\$ 247,666.12	0	-	0	-	3,299.89	\$ 250,966.01	26.29%	\$ 250,966.01	\$ 250,966.01	\$ -
WORKER'S COMP FUND	694,345.33	0	-	0	-	9,251.44	703,596.77	73.71%	703,596.77	703,596.77	-
LONE STAR	\$ 942,011.45	0	-	0	-	12,551.33	\$ 954,562.78	100.00%	\$ 954,562.78	\$ 954,562.78	\$ -
% OF GRAND TOTAL	0.82%						0.68%				
NEXBANK MONEY MARKET											
GENERAL FUND	10,744,064.31	0	-	0	-	150,746.31	\$ 10,894,810.62	100.00%	\$ 10,894,810.62	\$ 10,894,810.62	\$ -
NEXBANK MONEY MARKET	\$ 10,744,064.31	0	0.00	0	0.00	150,746.31	\$ 10,894,810.62	100.00%	\$ 10,894,810.62	\$ 10,894,810.62	\$ -
% OF GRAND TOTAL	9.41%						7.73%				
TEXSTAR											
GENERAL FUND	\$ 8,620,452.25	0	-	0	-	114,566.36	\$ 8,735,018.61	44.91%	\$ 8,735,018.61	\$ 8,735,018.61	\$ -
INSURANCE RECOVERY	10,572,829.99	0	-	0	-	140,513.55	10,713,343.54	55.09%	10,713,343.54	10,713,343.54	-
TEXSTAR	\$ 19,193,282.24	0	0.00	0	0.00	255,079.91	\$ 19,448,362.15	100.00%	\$ 19,448,362.15	\$ 19,448,362.15	\$ -
% OF GRAND TOTAL	16.80%						13.80%				
TCG DIRECTED INVESTMENTS											
GENERAL FUND	\$ 1,013,003.93	0	-	3	1,057,856.32	44,852.39	\$ 0.00	100.00%	\$ 0.00	\$ -	\$ -
TCG DIRECTED INVESTMENTS	\$ 1,013,003.93	0	0.00	3	1,057,856.32	44,852.39	\$ 0.00	100.00%	\$ 0.00	\$ -	\$ -
% OF GRAND TOTAL	0.89%						0.00%				
TEXAS CLASS											
GENERAL FUND	\$ 27,142,539.35	10	22,875,000.00	4	23,850,000.00	431,619.19	\$ 26,599,158.54	95.29%	\$ 26,599,158.54	\$ 26,599,158.54	\$ -
CHAPTER 313	1,295,541.19	0	-	0	-	17,824.79	1,313,365.98	4.71%	1,313,365.98	1,313,365.98	-
TEXAS CLASS	\$ 28,438,080.54	10	22,875,000.00	4	23,850,000.00	449,443.98	\$ 27,912,524.52	100.00%	\$ 27,912,524.52	\$ 27,912,524.52	\$ -
% OF GRAND TOTAL	24.90%						19.81%				
TOTAL ALL INVESTMENTS	\$ 114,216,006.89	102	193,416,662.96	36	168,836,084.40	2,100,241.77	\$ 140,896,827.22	100.00%	\$ 140,896,827.22	\$ 140,896,827.22	\$ -

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
REPORT OF EARNINGS
JULY 1, 2023 THRU MARCH 31, 2024

SUMMARY INVESTMENT EARNINGS

(UNAUDITED)

<u>FUND</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TCG DIRECTED INVESTMENTS</u>	<u>TEXAS CLASS</u>	<u>TOTAL</u>
GENERAL	\$ 440,609.34	\$ 1,034,413.35	\$ 9,806.64	\$ 340,703.75	\$ 446,024.05	\$ 62,947.79	\$ 1,275,635.62	\$ 3,610,140.54
SCHOOL NUTRITION	77,767.29	-	-	-	-	-	-	77,767.29
DEBT SERVICE	-	461,804.62	-	-	-	-	-	461,804.62
MEDICAL TRUST	-	249,494.58	-	-	-	-	-	249,494.58
WORKER'S COMP	-	296,050.80	27,493.06	-	-	-	-	323,543.86
SPECIAL FUNDS	10,399.83	-	-	-	-	-	-	10,399.83
INSURANCE REC	-	-	-	400,871.87	-	-	-	400,871.87
CHAPTER 313	-	-	-	-	-	-	53,282.51	53,282.51
	<u>\$ 528,776.46</u>	<u>\$ 2,041,763.35</u>	<u>\$ 37,299.70</u>	<u>\$ 741,575.62</u>	<u>\$ 446,024.05</u>	<u>\$ 62,947.79</u>	<u>\$ 1,328,918.13</u>	<u>\$ 5,187,305.10</u>
PERCENT OF TOTAL	10.19%	39.36%	0.72%	14.30%	8.60%	1.21%	25.62%	100.00%

SUMMARY OF VARIOUS EARNINGS RATES

<u>PERIOD</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TCG DIRECTED INVESTMENTS</u>	<u>TEXAS CLASS</u>	<u>COMPARISON 90 DAY T-BILL</u>
JULY 2023	5.1238%	5.3597%	5.1194%	5.1148%	5.3000%	2.5800%	5.3245%	5.3300%
AUGUST 2023	5.3047%	5.5628%	5.2984%	5.2974%	5.5500%	3.0200%	5.4752%	5.4100%
SEPTEMBER 2023	5.3218%	5.5512%	5.3163%	5.3105%	5.5500%	3.4700%	5.5213%	5.4300%
OCTOBER 2023	5.3589%	5.5864%	5.3238%	5.3231%	5.6000%	3.9100%	5.5550%	5.4900%
NOVEMBER 2023	5.3724%	5.6138%	5.3506%	5.3307%	5.6000%	4.3800%	5.5859%	5.2600%
DECEMBER 2023	5.3694%	5.5951%	5.3538%	5.3378%	5.6000%	4.8100%	5.5744%	5.2600%
JANUARY 2024	5.3455%	5.5480%	5.3436%	5.3200%	5.6000%	4.7300%	5.5403%	5.2300%
FEBRUARY 2024	5.3251%	5.5038%	5.3323%	5.3035%	5.6000%	0.0000%	5.4842%	5.2400%
MARCH 2024	5.3161%	5.4891%	5.3305%	5.2986%	5.5500%	0.0000%	5.4652%	5.2400%
APRIL 2024								
MAY 2024								
JUNE 2024								
AVERAGE FOR PERIOD	<u>5.3153%</u>	<u>5.5344%</u>	<u>5.3076%</u>	<u>5.2929%</u>	<u>5.5500%</u>	<u>3.8429%</u>	<u>5.5029%</u>	<u>5.3211%</u>
	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(3)

* First quarter report reflected period rate of return. Second and third quarter reports reflect year-to-date rate of return.



REQUEST FOR APPROVAL OF PERMIAN HS DEBATE STUDENTS OUT-OF-STATE TRAVEL TO DES MOINES, IOWA

Students from the Permian High School Debate Team and their sponsoring teachers are requesting to travel to Des Moines, Iowa on June 14 – June 22, 2024. The purpose of the trip is to compete in the National Speech and Debate Tournament. The cost of the trip will cover all transportation, activities, housing expenses, and a majority of the meals.

Exhibit A—Request for Trip Approval

Date of request: 5-3-24

Date/time of departure: 6-14-24, 8:00 a.m. or p.m. (circle one)

Date/time of return: 6-22-24, 8:00 a.m. or p.m. (circle one)

Destination of trip: Ols Morus, IA

Purpose of trip, i.e., event to be attended, instructional value of the trip:
NSDA National Tournament, National
Competition

Estimate of any permissible fees associated with the trip: \$3,500

District employee sponsor and organization: Scott Nease, Malina Row *PHS Debate*

Number of students participating: 2

Number of chaperones participating: Staff only

Name of Chaperone	Criminal History Check Requested (circle one)
N/A	Yes
	No
	Yes
	No

Signature of District employee sponsor: 

STUDENT ACTIVITIES
TRAVEL

FMG
(EXHIBIT) A

For Office Use Only

School-sponsored trip:

- Approved
 Denied

Reason, if denied:

Chaperone approval or denial:

Name of Chaperone	Criminal History Check Completed (circle one)	Decision (circle one)
N/A	Yes	Approved
	No	Denied
	Yes	Approved
	No	Denied
	Yes	Approved
	No	Denied

Principal's Approval: Debra Steyer 5-3-24
(Signature) (Date)

Superintendent or Designee Approval: Dr. Diana Lopez 5-3-24
(Signature) (Date)

Board Approval: _____
(Signature - Required for Out-of-State Travel) (Date)



REQUEST FOR APPROVAL OF CULINARY ARTS HIGH SCHOOL STUDENTS FOR OUT-OF-STATE TRAVEL TO ITALY, FRANCE & SPAIN

The ECISD Culinary Arts students and teacher are requesting to travel to Italy, France & Spain on June 4 – June 16, 2024. The purpose of the trip is to encourage students to expand on their culinary education and gain a global perspective in cuisine. The cost of the trip is covered by students and their families.

Exhibit A—Request for Trip Approval

Date of request: Wednesday, April 10, 2024

Date/time of departure: Tuesday, June 4, 2024 a.m. or p.m. (circle one)

Date/time of return: Sunday, June 16, 2024 a.m. or p.m. (circle one)

Destination of trip: Italy, France, and Spain

Purpose of trip, i.e., event to be attended, instructional value of the trip:
The purpose of this trip is to give the students exposure to the culinary industry
beyond our local cuisine. The students will have an opportunity to taste a variety of local
cultural cuisine and experience fine dining. Please see the attached itinerary and TEKS.

Estimate of any permissible fees associated with the trip: There is not cost to the school district

District employee sponsor and organization: Christina Acosta, Culinary Arts Instructor

Number of students participating: 2

Number of chaperones participating: 1

Name of Chaperone	Criminal History Check Requested (circle one)
Janice Campbell	<input checked="" type="radio"/> Yes <input type="radio"/> No
	Yes No
	Yes No

Signature of District employee sponsor: Christina Acosta

For Office Use Only

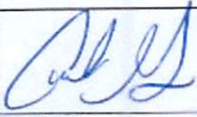
School-sponsored trip:

- Approved
- Denied

Reason, if denied:

Chaperone approval or denial:

Name of Chaperone	Criminal History Check Completed (circle one)	Decision (circle one)
	Yes No	Approved Denied
	Yes No	Approved Denied
	Yes No	Approved Denied

Principal's Approval:  4/10/2024
(Signature) (Date)

Superintendent or Designee Approval:  4/11/2024
(Signature) (Date)

Board Approval: _____
(Signature - Required for Out-of-State Travel) (Date)

Fly overnight to Italy

**DAY
1**

Rome

**DAY
2**

Meet your Tour Director at the airport

Take a self-guided walking tour of Rome

You will see:

- Trevi Fountain
- Pantheon
- Piazza Navona
- Spanish Steps

Rome

**DAY
3**

Take a guided tour of Vatican City

With your expert local guide you will visit:

- Sistine Chapel
- St. Peter's Basilica

Rome

**DAY
4**

Take a guided tour of Rome

With your expert local guide you will visit:

- Roman Forum
- Colosseum

Enjoy time to explore on your own

Rome • Assisi • Florence

**DAY
5**

Travel via Assisi to Florence

Tour Assisi with an expert local guide

Visit the Basilica of St. Francis

Florence

**DAY
6**

Take a guided tour of Florence

With your expert local guide you will see:

- **Piazza della Signoria**
- **Ponte Vecchio**
- **Basilica of Santa Croce**
- **Gates of Paradise**

Florence • Pisa • French Riviera

**DAY
7**

Travel via Pisa to the French Riviera

See the Leaning Tower of Pisa

Visit the Baptistery of St. John and the Pisa Cathedral

French Riviera • Provence

**DAY
8**

Travel to Provence

Take a walking tour of Nice or Cannes

Take a walking tour of Avignon

Visit the Papal Palace

Visit the Pont d'Avignon

Provence • Carcassonne • Barcelona

DAY
9

Travel via Carcassonne to Barcelona

Walking tour of Carcassonne

Barcelona

DAY
10

Take a guided tour of Barcelona

With your expert local guide you will see:

- La Sagrada Família
- Park Güell
- Montjuïc

Visit Park Güell

Take a walking tour of Las Ramblas



Barcelona by bike

Feel the warm Mediterranean breeze as you explore Barcelona on a guided bicycle tour. This bicycle-friendly city has more than 75 miles of cycling lanes providing a safe, fun, and fast way to gain a deeper understanding of Barcelona's richly diverse streets and neighborhoods. Stop along the way to learn historical details about the city's famous sites before pedaling on to your next destination.

Barcelona • Madrid

DAY
11

Travel by train to Madrid

Take a walking tour of Madrid

With your Tour Director you will see:

- Puerta del Sol
- Plaza Mayor
- Mercado de San Miguel

Visit the Prado Museum

Madrid

DAY
12

Take a tour of Madrid with an expert local guide

Visit the Royal Palace



Madrid flamenco evening

Born of Indian, Moorish, Arabian, and Andalusian Roma influences, flamenco is a passionate display of dramatic poses and colorful costumes, accompanied by song and guitar. Feel the beat as you experience a fiery taste of the soul of Spain. A beverage is included during the one-hour performance.

Depart for home

DAY
13



Cooking Class, Rome

4 of 4 Registered



Day 10
Barcelona by bike

4 of 4 Registered



Day 12
Madrid flamenco evening

4 of 4 Registered



§130.224. Restaurant Management (One-Half to One Credit).

(1) The student gains academic knowledge and skills required to pursue the full range of career and postsecondary education opportunities within the restaurant industry. The student is expected to:

(D) infer how scientific principles are used in the restaurant industry; and

(2) The student uses verbal and nonverbal communication skills to create, express, and interpret information for providing a positive experience for guests and employees. The student is expected to:

(B) analyze various marketing strategies for a restaurant or food venue;

(D) interpret verbal and nonverbal cues to enhance communication with coworkers, employers, customers, and clients; and

(E) apply active listening skills to obtain and clarify information.

(5) The student understands roles within teams, work units, departments, organizations, and the larger environment of the restaurant industry. The student is expected to:

(C) differentiate between various styles of restaurant services such as table, buffet, and fast food;

(6) The student understands the importance of health, safety, and environmental management systems in organizations and their importance to organizational performance and regulatory compliance. The student is expected to:

(A) assess workplace conditions with regard to safety and health;

(7) The student uses leadership and teamwork skills in collaborating with others to accomplish organizational goals and objectives. The student is expected to:

(A) apply team-building skills;

(B) apply decision-making and problem-solving skills;

(C) determine leadership and teamwork qualities to aid in creating a pleasant working atmosphere; and

(D) participate in community leadership and teamwork opportunities to enhance professional skills.

(9) The student demonstrates an understanding that personal success depends on personal effort. The student is expected to:

(A) demonstrate a proactive understanding of self-responsibility and self-management;

(B) identify behaviors needed to be employable and maintain employment such as positive work ethics and positive personal qualities;

(D) implement stress-management techniques; and

(E) follow directions and procedures independently.

(10) The student develops principles in time management, decision making, effective communication, and prioritizing. The student is expected to:

(A) apply effective practices for managing time and energy;

(11) The student knows and understands the importance of employability skills. The student is expected to:

(A) demonstrate skills related to seeking employment in the restaurant industry;

(F) research the local and regional labor workforce market to determine opportunities for advancement;

(G) investigate professional development training opportunities to keep current on relevant trends and information within the industry; and

(H) explore entrepreneurship opportunities.

(12) The student understands the use of technical knowledge and skills required to pursue careers in the restaurant industry, including knowledge of design, operation, and maintenance of technological systems. The student is expected to:

(A) define job-specific technical vocabulary;

(C) detail ways to achieve high rates of customer satisfaction;

Source: The provisions of this §130.224 adopted to be effective August 23, 2010, 34 TexReg 5928.

§130.245. Lifetime Nutrition and Wellness (One-Half to One Credit).

(1) The student understands the role of nutrients in the body. The student is expected to:

(D) compare personal food intake to recommended dietary guidelines.

(5) The student demonstrates knowledge of food management principles. The student is expected to:

(D) use food buying strategies such as calculating food costs, planning food budgets, and creating grocery lists;

(F) practice etiquette, food presentation, and table service appropriate for specific situations; and

(6) The student demonstrates effective work habits. The student is expected to:

(A) participate as an effective team member demonstrating cooperation and responsibility;

(B) apply effective practices for managing time and energy to complete tasks on time; and

(C) practice problem solving using leadership and teamwork skills.

(7) The student investigates careers in nutrition. The student is expected to:

(A) compare and contrast education or training needed for careers in nutrition;

(B) establish personal short-term and long-term career goals; and

(C) analyze entrepreneurial opportunities in nutrition.

Source: The provisions of this §130.245 adopted to be effective August 23, 2010, 34 TexReg 5929.



STRATEGIC PLAN QUARTERLY BOARD UPDATE

The District began work on the strategic plan, *The Future is Now*, in March 2019 to guide the work of the District through the year 2024.

There will be quarterly strategic plan board updates on the different projects of the strategic plan. The following topics will be presented on May 21, 2024: (1) Incorporate Strategic Staffing and Compensation, (2) Strengthen Professional Learning Communities, (3) and Systematize High Impact Tutoring.

THE
FUTURE
IS
NOW

The logo consists of the words 'THE FUTURE IS NOW' in a stylized, bold font. 'THE' is in a smaller purple font above 'FUTURE'. 'IS' is in a smaller purple font below 'FUTURE'. 'NOW' is in a larger green font with a yellow-to-green gradient. The letter 'O' in 'NOW' is replaced by a green wireframe globe. The background features a faint, light green graphic of a building or architectural structure.

Foundations • Talent • Learning

Strategic Plan Quarterly Update

Strategic Plan Board Updates

Today:

1. Strategic Staffing and Compensation
2. Professional Learning Communities (PLCs)
3. High-Impact Tutoring

Aug.
2024

Feb.
2024

Nov.
2024

358

Vision:

OUR students... THE future...



Mission:

Believing OUR students are THE future, the mission of Ector County ISD is to inspire and challenge every student to be prepared for success and to be adaptable in an ever-changing society.



ECISD Board Goals



Board Goal

1

The percentage of students achieving or exceeding the meets standard on state assessments will increase from 32%¹ to 60% by May 2024 across all tested content areas.

2

The percentage of 3rd grade students reading at, or above grade level will increase from 35%¹ to 45% by May 2024.

3

The percentage of high school graduates considered College, Career or Military Ready will increase from 56%¹ to 65% by May 2024.

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14 Indicators of Success

Board Goals	Indicator of Success	Measure	District Baseline (SY2019)	SY2021 Goals	SY2022 Goals	SY2023 Goals	SY2024 Goals
1,2,3	Attendance	% student daily attendance	93.5% ¹	94% 92.6%	94.5% 90.7%	94.7% 91.67%	95%
1,2,3	Growth (STAAR)	% of students who meet or exceed the STAAR progress measure	61% ¹	63% NR	66% 70%	69%	75%
1,2,3	Growth (MAP)	% student end of year RIT score met or exceeded individual growth projections based upon MAP	50%	52% 50%	54% 53%	56% 52.40%	58%
2	Kindergarten Readiness	% of students meeting kindergarten readiness benchmark	35.2% ¹	40% 33.2%	45% 47%	60% 57%	65% 361 54%
1,2,3	3 rd Grade Composite (reading and math)	% of 3 rd grade students achieving the meets or exceeds standard in both reading and math on STAAR	24% ³	26% 15%	28% 23%	31%	35%
1,3	6 th grade reading or math on grade level	% of 6 th grade students achieving the meets or exceeds standard in reading or math on STAAR	R - 20% ¹ M - 26% ¹	R – 22% M – 28% R-18% M-20%	R – 25% M – 33% R- 29% M-32%	R – 30% M – 39%	R-37% M-47%
1,3	8 th grade reading or math on grade level	% of 8 th grade students achieving the meets or exceeds standard in reading or math on STAAR	R - 34% ¹ M - 24% ¹	R – 36% M – 26% R-27% M-16%	R – 41% M – 35% R- 42% M-14%	R – 47% M – 45%	R-55% M-57%

1. 2018-2019 Texas Education Agency TAPR
2. NWEA MAP Score District Report ECISD Department of Accountability
3. 2018-2019 Texas Education Agency HTML TAPR https://rptsrv1.tea.texas.gov/cgi/sas/broker?_service=marykay&_debug=0&batch=N&app=PUBLIC&_program=perfreport.perfmast.sas&level=district&search=distnum&prgopt=2019/acct/domain1c.sas&namenum=068901
4. National Clearinghouse District Report ECISD Department of Accountability
5. Txschools.gov https://rptsrv1.tea.texas.gov/cgi/sas/broker?_service=marykay&_debug=0&batch=N&app=PUBLIC&_program=perfreport.perfmast.sas&level=district&search=distnum&prgopt=2019/acct/domain3.sas&namenum=068901
6. Panorama District Report ECISD Department of Accountability
7. https://1ayhoq479ufd3yno29x7ubjn-wpengine.netdna-ssl.com/wp-content/uploads/2014/11/Recovery2020.FR_Web_.pdf
8. 2020 CCMR Tracker TEA TEAL report

Board Goals59%	Indicator of Success	Measure	District Baseline (SY2019)	SY2021 Goals	SY2022 Goals	SY2023 Goals	SY2024 Goals
1,3	English I and Algebra I college ready	% of English I and Algebra I testers achieving the meets or exceeds standard on STAAR EOC	Eng I - 36% ¹ Alg I - 42% ¹	Eng I – 38% Alg 1 – 44%	Eng I –41% Alg 1 – 49%	Eng I – 45% Alg 1 – 55%	Eng I – 50% Alg I – 61%
				Eng I - 28% Alg 1- 22%	Eng I - 28% Alg 1- 29%		
1,3	College, Career, and Military Readiness	% of current seniors meeting at least one CCMR accountability indicator by the fall of their senior year	19.6% ⁸	21%	23%	25%	27%
				21.5%	23.4%	38.1% Class of 2022	
3	4 Year Graduate Rate	% of students in grades 9-12 who graduate within four years of entering high school (longitudinal rate)	83.7% ¹	84%	86%	88%	90%
				84.7%	85.5%		
3	Postsecondary enrollment	% of graduates enrolled in technical, two-year, four-year college, or enlists in the military one year after graduation	51% ⁴ Class of 2019	51% Class of 2020	53% Class of 2021	60% Class of 2022	362 65% Class of 2023
				51%	47%		
3	Postsecondary completion	% of graduates who complete a technical, two-year, four-year certificate or degree program or four years of service in the military within six years of their high school graduation date	6.5% ⁴ Class of 2012	31% Class of 2014	33% Class of 2015	35% Class of 2016	65% ⁷ Class of 2017
				31%	29%	28%	28%
1,2,3	Academic Gaps	The performance of ECISD student subgroups compared to their peers across the state of Texas (Domain 3)	11 out of 47 (23%) ⁵	13 out of 47 (28%)	16 out of 47 (34%)	20 out of 47 (43%)	24 out of 47 (51%)
				33%	40%		
1,2,3	School Connectedness	The belief held by students that adults and peers in the school care about their learning as well as about them as individuals.	59% ⁶	60%	61%	62%	63%
				57%	59%		

STRATEGIC PLAN PROJECTS



FOUNDATIONAL EXCELLENCE

- Systematize Social Emotional Learning
- Systematize Equity Based Funding
- Smart Badging
- Develop Long Range Facilities Master Plan
- Develop Efficient Systems to Increase Productivity in Operations
- Attain Data Interoperability
- Earn Trusted Learning Environment Seal
- Establish District Technology Standardization
- Provide Home Internet Connectivity



TALENT DEVELOPMENT

- Strengthen Professional Learning Communities
- Implement Personalized Professional Learning
- Cultivate Talent Pipelines
- Incorporate Strategic Staffing and Compensation
- Develop a System of Support for National Board Certification

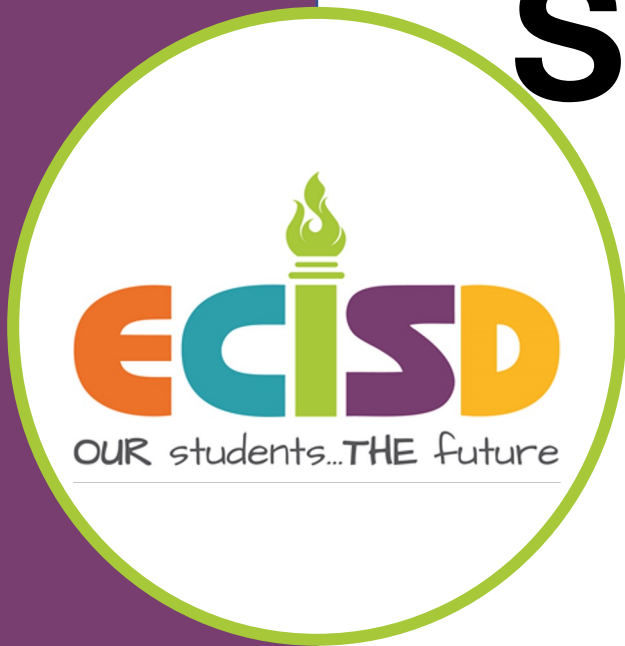


LEARNING JOURNEY

- Establish “To and Through” Efforts
- Develop Choice Schools
- Systematize Blended Learning
- Redesign the Student Summer Experience
- Implement a Learning Management System
- Expand PreK
- High Impact Tutoring

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Strategic Staffing and Compensation

Board Update May 21, 2024

364

**Dr. Matthew Spivy
ECISD Human Resources Department**



What is Strategic Staffing and Compensation?

Effectively utilizing the finite number
of HUMANs and RESOURCES in
our district to best serve all
ECISD STUDENTS.



ECISD Human Resources Strategic Staffing

ECISD Historical TEACHER Vacancies as of September 1st			
	Secondary	Elementary	ECISD TOTAL
2023-2024	23	13	36
2022-2023	20	29	49
2021-2022	50	41	91
2020-2021	55	35	57
2019-2020	48	68	116
2018-2019	101	120	221*

*Total Vacancy numbers from 2018-2019 were at over 350 during the hiring season

- Opportunity Culture
- Teacher Residents
- Instructional Facilitators (IFs)
- International Teachers
- District of Innovation Teachers (DOIs)
- Virtual Special Education Professional positions

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All initiatives to strategically address vacancies

ECISD Human Resources Strategic Staffing

Investing in our greatest capital – Human Capital

- OC2UTPB3,
- Odessa Pathway to Teaching
 - (1 of 3 Districts in the State of Texas with our own Educator Preparation Program)
- Para-to-Teacher; Temp-to-Teacher,
- Aspiring Leaders,
- Principal Fellows,
- Counselor & Diagnostician Pipeline,
- Instructional Facilitators (IFs),
- District of Innovation (DOI)
- United States Department of Labor (USDOL)
Registered Apprenticeship Program (RAP) for Teachers **AND** Principals (first in Texas)

Meeting staff
where they are,
and helping them
get to where they
want to be.



ECISD Human Resources Strategic Compensation

Home of the Hundred Thousand Dollar Teacher

- Teachers are able to earn over **\$100,000** in compensation.
- Principals up to almost **\$200,000** in compensation
- Teacher Incentive Allotment (TIA) – **Over \$3.2 Million Dollars** in Performance Based Compensation (PBC)
- Leadership for Ector's Accelerated Performance (LEAP) Teacher School Leader grant (TSL)
 - **Multi-Million Dollar, Multi-year federal grant** to provide training and additional PBC
 - Most Effective Teachers on LEAP campuses can earn up to **\$15,000** and Principals up to **\$30,000** in PBC
- Opportunity Culture
- Principal Incentive Allotment (PIA) - **First in Texas**



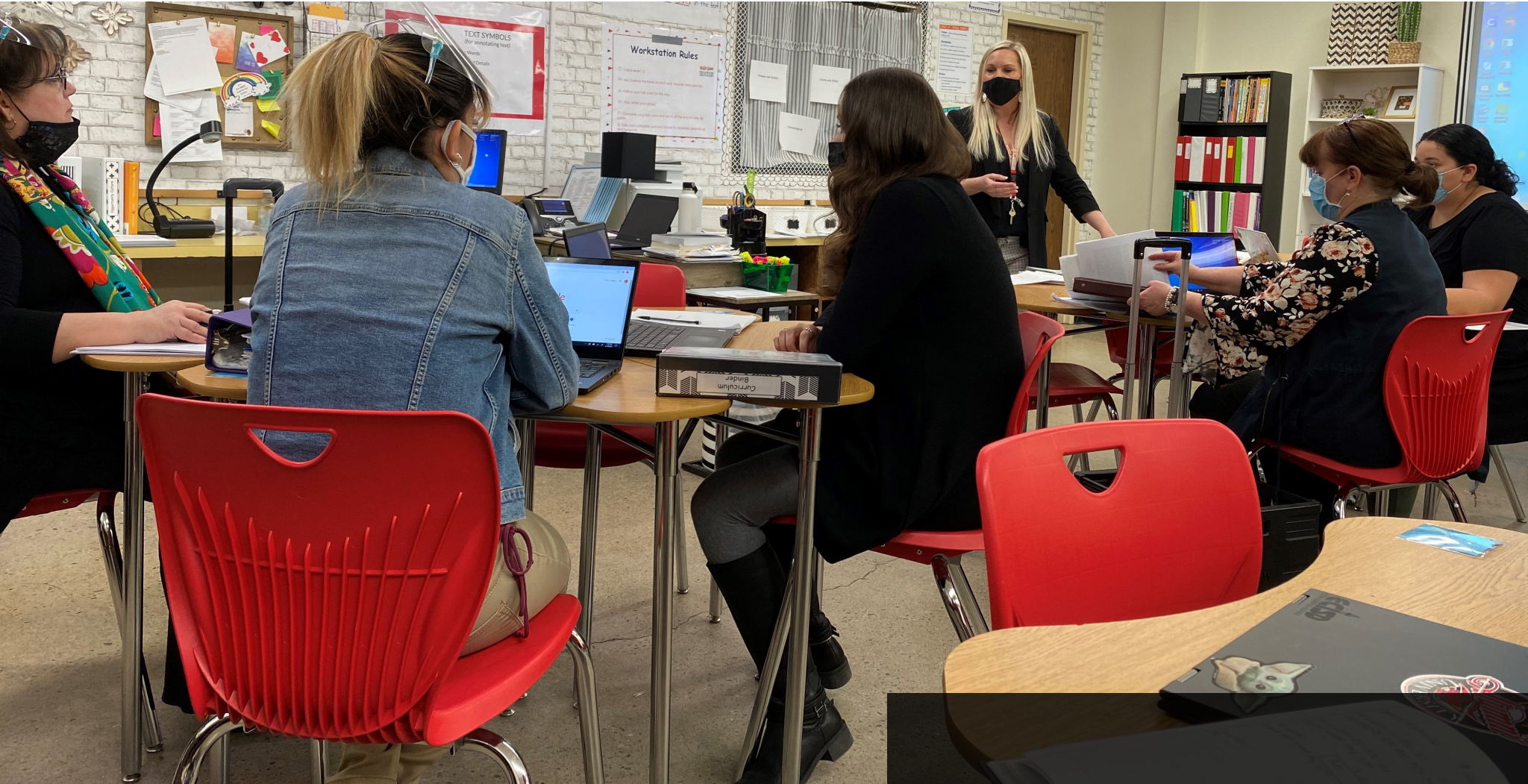
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What is Strategic Staffing and Compensation in ECISD?

Putting our resources where our priorities are.

Professional Learning Communities (PLCs)



370

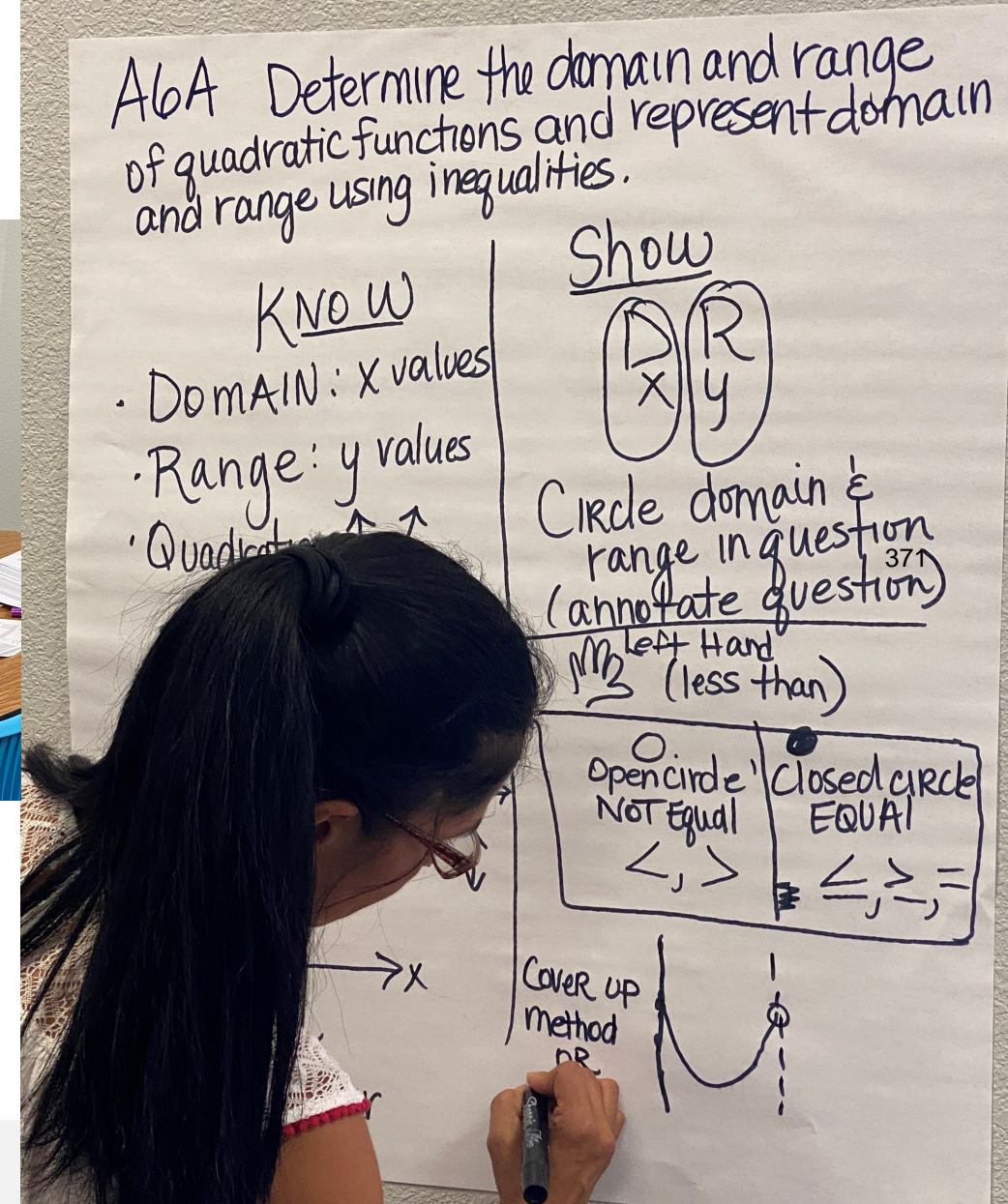
Dr. Lilia Náñez
Associate Superintendent of
Curriculum and Instruction

Strategic Plan Update

Your Professional Development is only as powerful as what you practice.

Paul Bambrick-Santoyo

- ✓ PLCs facilitate teachers' discussion on what needs to be taught and understood
- ✓ Allow teachers to learn strategy that can be used immediately
- ✓ Allow educators to practice what they are going to teach
- ✓ Create collaboration between campus and district groups



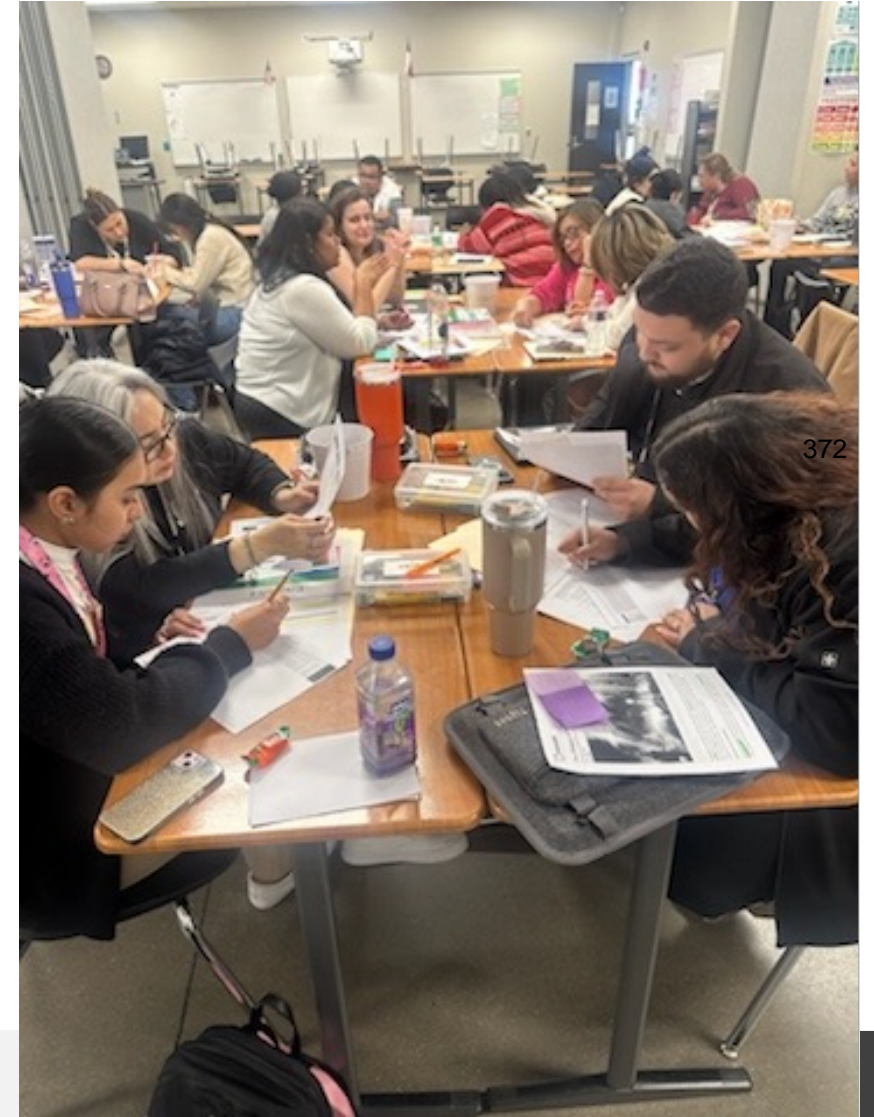
PLC Support for Multi-Classroom Leaders

“I live in a neighboring city and the reason I stay in ECISD is because of the PLC support we have with C&I. They make me a stronger coach.” Secondary Teacher of the Year 23/24 and MCL



MCL
training
on
backward
planning.

Who are the teachers? Which are the C&I Team members?



High School Support 187 Sessions

183	04/02/24	Avery Hernandez and Valerie Stiles	English IV PLC - Ruiz, Sellars, Madanu, Kalenak	TEA Update on ECR	We both attended English IV's PLC so that Valerie could provide an update on ECISD students and how they wrote their extended constructed responses. We reviewed Valerie's findings from her TEA visit last
184	04/02/24	Avery Hernandez and Valerie Stiles	English III PLC- Hall, Rodriguez-Pinzon, DeMoss, Thaggard (Mrs. Norman and Mrs. Poor and Mrs. Abila joined as well)	TEA Update on ECR	We both attended English III's PLC so that Valerie could provide an update on ECISD students and how they wrote their extended constructed responses. We reviewed Valerie's findings from her TEA visit last week. Team is working on the English II of Rockin' Review with all of their students.
185	4/2	Shelli Emiliano (Science)	IPC (De Leon, Manalastas, Syed, Pettis, Fernandez)	Science Support	Brought copies of side-by-sides from lead4ward for IPC. We looked at the waves SE as an example. Next year, characteristics will be covered in MS; IPC will lean more to real-life applications. Teachers had a few questions regarding activities from specificity doc. We found the student handouts/keys that teachers needed. Helped a teacher with her Gizmos access. Team has remaining unit specificity documents at their disposal. (Emailed yesterday.) They may email/text at any time for additional assistance.
186	4/4	Victoria Noreña - Math	Fain-Pre Cal	PLC	Discussed realistic length for the subjective and objective finals. Discussed how to incorporate more HMH next year.
187	4/8	Avery Hernandez & Brittany Crowley	English II	RLA Support	Assisted English II teachers with the STAAR final review.

Middle School Support 161 Sessions

158	4-2-24	S. Emiliano (Science)	7th Science (Almager, Baluyut)	Science Support	Ms. Davis was absent. Brought planning docs for the last unit. Team is currently in Unit 8. We also skimmed through Major Shifts in MS doc from lead4ward--SEs changes for next year. Reminded team about updated/refreshed Schoology folders. Updated the team regarding YT Ranch; get with DC for details. Also, updated team in Science teacher pull for 3-D learning support. Team also inquired about next year's platform. We discussed draft YAG & Savvas Digital Demo account.
159	4/10/24	Victoria Noreña - Math	6th grade math	PLC	Looked at TEA slide show about text entry Got input about pacing calendar for next year. SCA data dig with Honors teacher.
160	4/15/2024	Victoria Noreña - Math	6th grade math Honors	PLC	Answering questions about students and grading.
161	4-22-24	Victoria Noreña - Math	6th grade math	PLC	Checked in with teachers. Helped with Math Fact Lab issue and questions regarding opportunity culture. Answered questions about Staar review activities.

Elementary Support 72 Sessions

70	3/7/24	Jacqueline Franco - RLA	Castillo & Martinez (4th grade teachers)	RLA Support	centers by the following. ECR practice with TEA practice test (2 groups), Revise & Edit using TEA Practice Test, Istation (ISIP), Sirius (revise & edit assigned lesson), and iReady. Students worked in their groups with their peers while Ms. Castillo monitored, walked around to provide
71	3/21/24	Jennifer Wimberley-Science	3rd-5th grade teams	science PLCs	Discussed upcoming units and cleared any misconceptions, discussed resources for STAAR prep with 5th grade for bilingual sub to use. Made sure they all had access to STEMscopes.
72	3/27/24	Jacqueline Franco - RLA	Martinez (4th Grade)	RLA Support	Discussed the plans for the remainder of the year. I will not be on campus but will be available, if needed. Teachers are placing students in groups to work on STAAR strategies using passages. Students were able to discuss text evidence and identify whether or not their answer related to the prompt.



Filter table by text

Date ↑	Name	Meeting Type
04/16/24	Quick Meeting	Quick Meeting
04/16/24	PLC Agenda	PLC Agenda
04/16/24	4th grade PLC Agenda, April 16, 20224	PLC Agenda
04/16/24	PLC Agenda	PLC Agenda
04/16/24	Team Planning	PLC Agenda

Facilitators
Daisy Zamarippa

Time Keeper
Sharon Sparks

Recorder
Gaby Mauricio

Meeting Note

Purpose of Meeting
Istation Data
Bil Data 17, 8 Yellow
Eng Data (Bil) 25-->32
Mono: (Sept/Apr) red
Slide 37 BOY EOY cor

What to Bring
computers

Next Meeting
Wednesday Lesson F
Thursday Grading W

4th Grade

Week 33

April 15-April 19

MONDAY
E Enter and Welcome Students

C Connect/ Framing the Learning Objective
TEKS:

ELAR

Essential Question:
Objective:4.6F The student is expected to make an inference and use text evidence to support understanding
Exit Ticket-
In paragraph 18, what is the most likely reason Sherry shares a quotation with Josh

Greet students physically present.

Do Now/ Hook
1st Grade Student Eng...
Students will stand up and chant TRRAP reading strategy as whole group. They will then turn and teach, a partner and chant the TRRAP reading strategy and then their partner will have a chance to teach and chant TRRAP strategy.
Rule #1 Circle the title the title.
Rule #2 Read read the passage
Rule #3 Read Read the questions.
Rule #4 Answer the Question
Rule #5 Prove your answer

MATH

Essential Question: can students find the rule in a chart.
Objective: 4.5B
Exit Ticket
Star like question with input output.

Greet students physically present

Do Now (10 mins) Lonestar Math students will come in and work on their daily lone star

Cube chant *

Number Talks (5-10 min)

Science

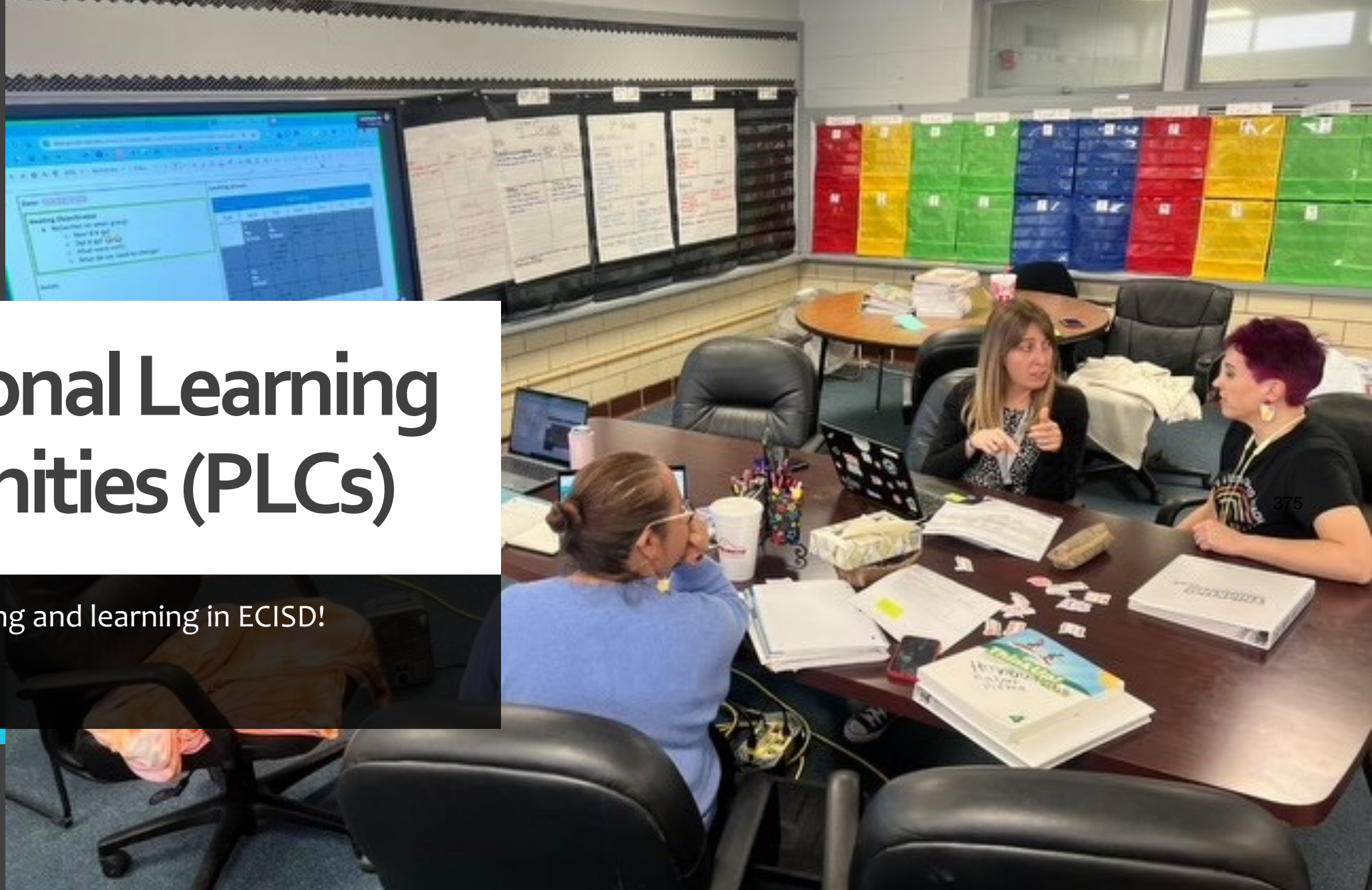
Essential Question: What is the difference between inherited traits and learned behavior?
Objective: 4.10B The student is expected to know the difference between inherited traits and learned behavior.
ELPS: 3A- practice producing sounds of newly acquired vocabulary to pronounce English words in a manner that is increasingly comprehensible
Exit Ticket: Students will make a T chart over what they have inherited from their parents and what are some things they had to learn.

Greet students physically present.

Do Now (10 mins) 374
Students will do a think write. They will think for about thirty seconds on the differences between inherited traits and learned behavior. Then give them two minutes to write down their thoughts. Afterwards they will share with their shoulder partner what they have written. Call for a couple students to share their thoughts.

Professional Learning Communities (PLCs)

It's how we do teaching and learning in ECISD!



ECISD's High-Impact Tutoring Partnership



Amplify.



District

Teacher

Principal

Student

Vendor



Outcome-Based Contract

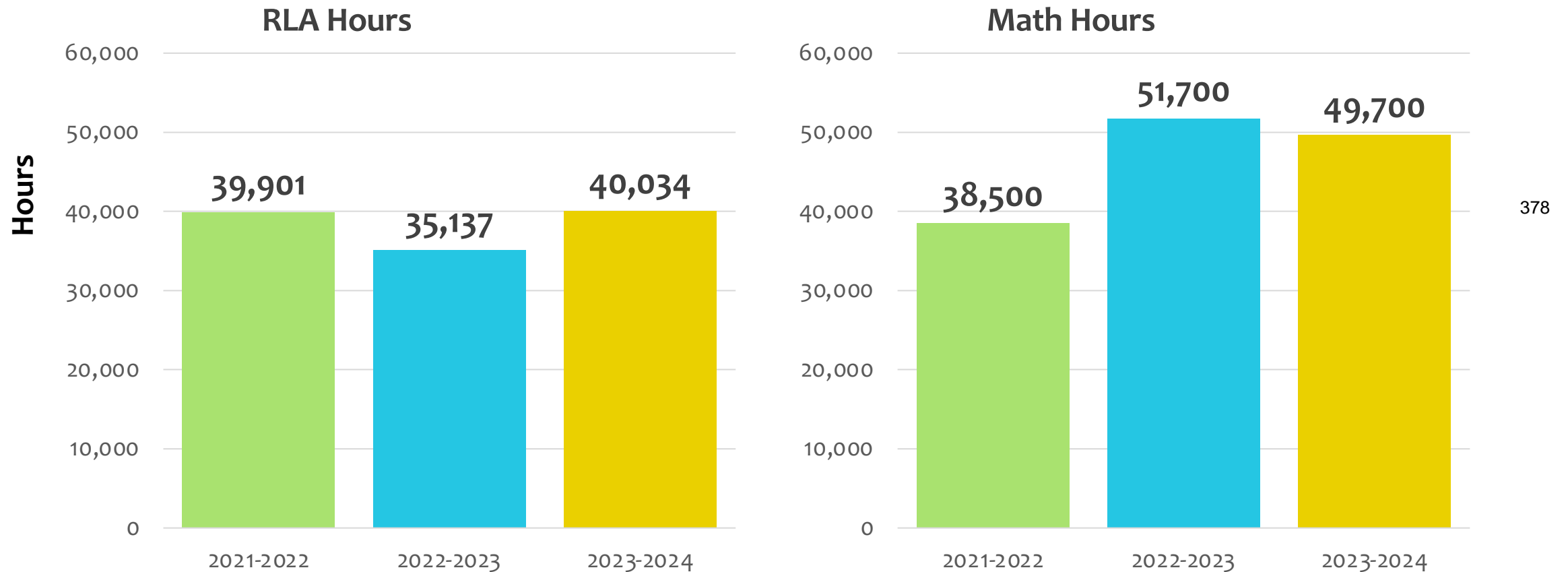
Mutual accountability

377

- Contingent payment based upon student growth-expenditure directly linked to student outcomes.
- Addresses equity gaps by ensuring all students groups have targeted intervention.

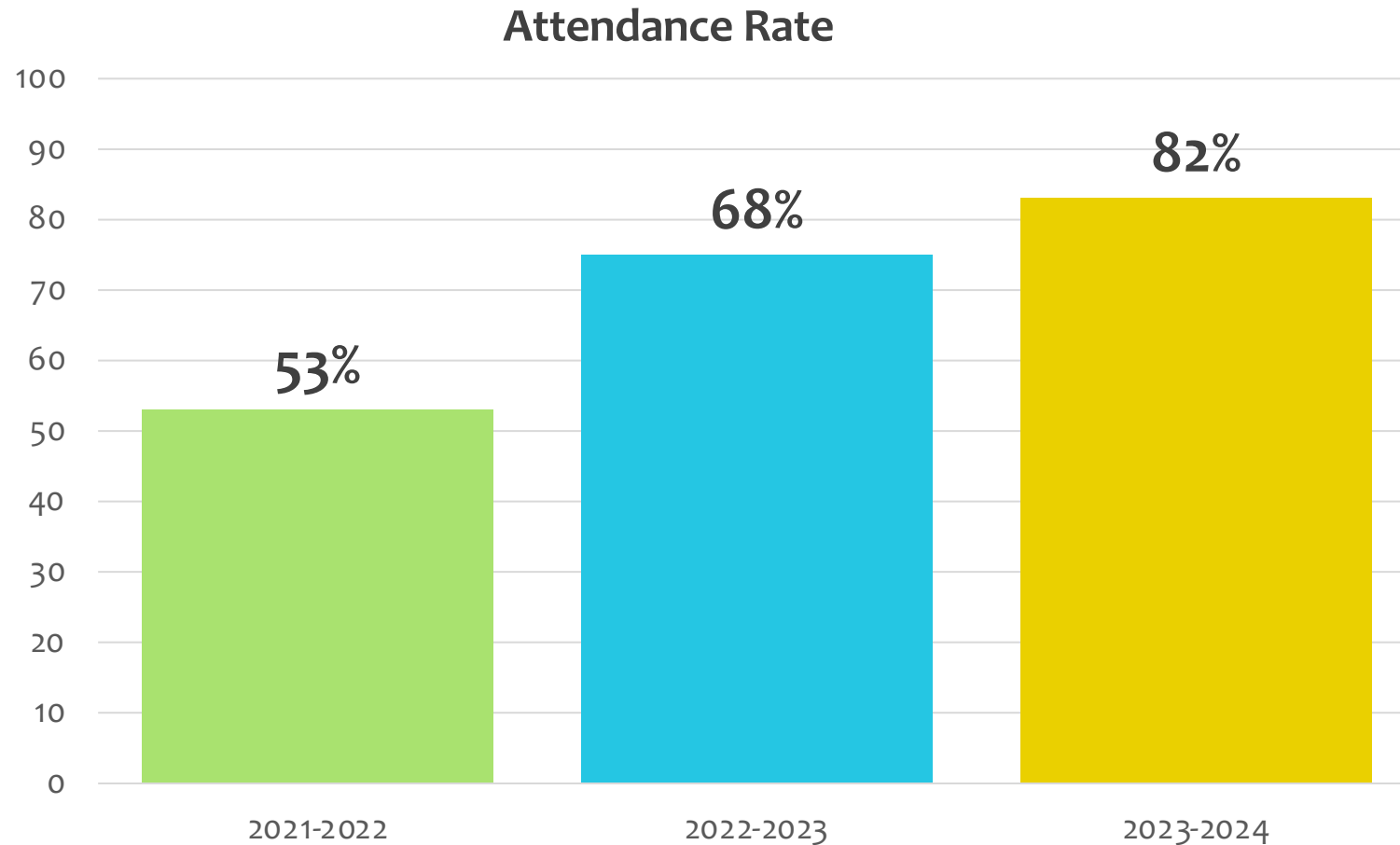
High-Impact Tutoring Hours

3 yr. total- -250,000 hours



High-Impact Tutoring Attendance

ECISD is Amongst the Highest in the Nation



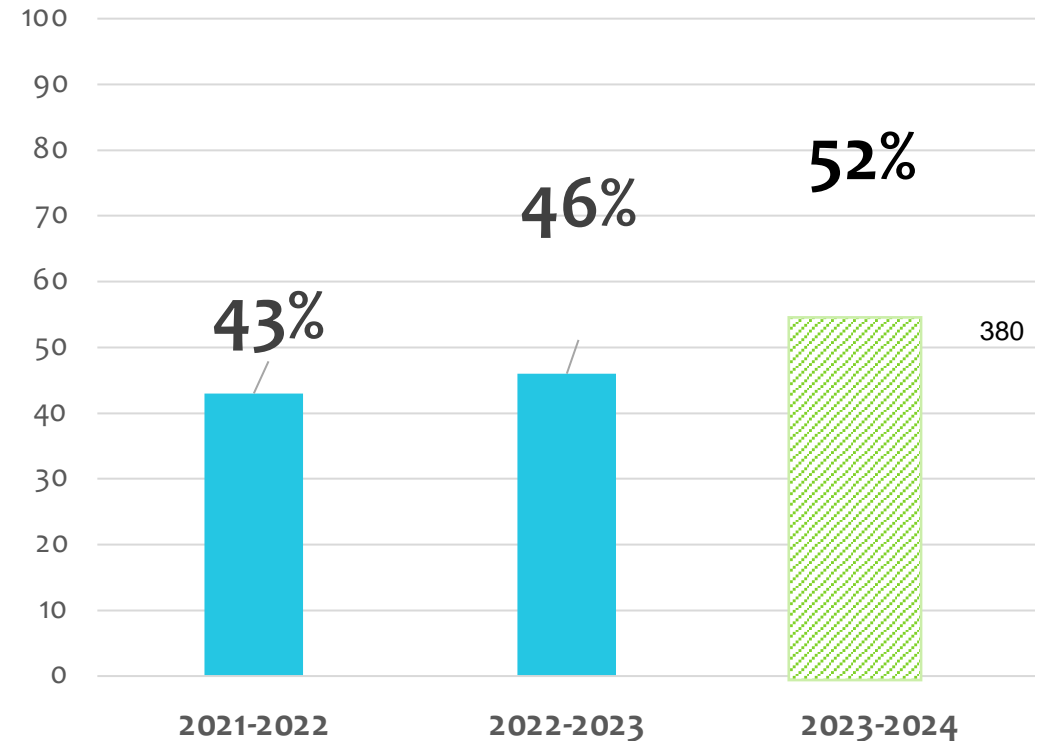
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Demographics and Growth

Special Education, Dyslexia, Emergent Bilingual, Eco-Disadvantaged

NWEA MAP -> 60th Conditional Growth Percentile

Student Groups	# Eligible Students in subgroup participating
a. Students with one or more disabilities	634
b. Low-income students	3129
c. English learners	1139
d. Students in foster care	13
e. Migratory students	0
f. Students experiencing homelessness	228
g. American Indian or Alaska Native	4
h. Asian	26
i. Black or African American	185
j. Hispanic/Latino	3473
k. Native Hawaiian or Other Pacific Islander	15
l. White	490
m. Two or more races	16



Expected based on MOY



High-Impact Tutoring-EOC

IN 2022-2023

15 OF 18 STUDENTS PASSED AND GRADUATED

Campus	EOC tutoring	hours tutored	previous
PHS	Algebra	12	7
PHS	Biology	8	4
PHS	Biology	4	4
PHS	Biology	8	4
PHS	US Hist	9	2
PHS	US Hist	7	5
OHS	Biology	7	6
OHS	Biology	11	4
OHS	Biology	10	5
OHS	Algebra	18.5	0
OHS	Algebra	10	4
OHS	US Hist	7	3
OHS	Biology	11.25	4
OHS	Biology	9	4
OHS	Biology	7	5
OHS	Biology	6	5
OHS	Biology	7	6
OHS	Biology	13	2

IN 2023-2024

6 OF 9 PASSED IN DEC AND 9 TOOK EOC IN MAY

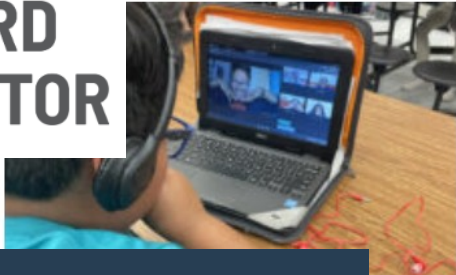
Campus	EOC tutoring	hours tutored	result	previous
PHS	Alg	7	Passed	5
PHS	Bio	8	DNM	4
PHS	Bio	14	Passed	4
PHS	Alg	10	Passed	6
PHS	Alg	8	DNM	6
PHS	US Hist	5	Passed	2
PHS	Eng	6	Passed	5
PHS	Bio	12	Passed	2 ³⁸
PHS	Bio	8	DNM	3
OHS	Bio		in tutoring	6
OHS	US Hist		in tutoring	2
PHS	Alg		in tutoring	7
PHS	Bio		in tutoring	5
OHS	US Hist		in tutoring	2
PHS	Bio		in tutoring	6
PHS	US Hist		in tutoring	0
OHS	Bio		in tutoring	4
PHS	Bio		in tutoring	4



HIGH IMPACT TUTORING: INNOVATIVE MODEL
DR. SCOTT R. MURI



Harvard University



NEWS
Tutoring's New Game: Better Academic Results Yield Bigger Payoffs for Providers

LINDA JACOBSON | SEPTEMBER 27, 20



The Effects of Virtual Tutoring on Young Readers: Results from a Randomized Controlled Trial



THE
FUTURE
IS
NOW

The logo consists of the words 'THE FUTURE IS NOW' in a stylized, bold font. 'THE' is in a small purple font above 'FUTURE'. 'FUTURE' is in a large purple font. 'IS' is in a small purple font below 'FUTURE'. 'NOW' is in a large green font with a yellow-to-green gradient. The letter 'O' in 'NOW' is replaced by a green wireframe globe.

Foundations • Talent • Learning

Strategic Plan Quarterly Update



BUDGET UPDATE DISCUSSION

Discussion with the Board regarding 2024-2025 budget.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Chief of Schools

SUBJECT: REQUEST FOR APPROVAL OF RECOMMENDATION TO HIRE PRINCIPAL AT MURRY FLY ELEMENTARY SCHOOL

DATE: May 21, 2024

Recommendation to Hire Principal at Murry Fly Elementary School.

Administrative Recommendation:

Approval of Personnel Recommendation to Hire Principal at Murry Fly Elementary School.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Chief of Schools

SUBJECT: REQUEST FOR APPROVAL OF RECOMMENDATION TO HIRE PRINCIPAL AT ODESSA HIGH SCHOOL

DATE: May 21, 2024

Recommendation to Hire Principal at Odessa High School.

Administrative Recommendation:

Approval of Personnel Recommendation to Hire Principal at Odessa High School.



INFORMATION ITEMS

- Financials
- Purchases over \$50,000 Informational Report
- Routine Personnel Report



FINANCIALS

The financial statements for the three required adopted budgets for the most recently closed month for the current fiscal year follow.

GENERAL FUND (199) YTD BUDGET REPORT
 APRIL 30, 2024

FOR 2024 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
199 GENERAL FUND							
00 GENERAL LEDGER AND REVENUE	-331,728,451	-4,465,416	-336,193,867	-249,262,479.76	.00	-86,931,387.24	74.1%
11 INSTRUCTION	202,095,977	1,590,197	203,686,174	144,702,030.79	40,260,668.47	18,723,474.49	90.8%
12 INSTRUCTIONAL RES & MEDIA SERV	2,159,943	17,760	2,177,703	1,389,982.82	442,520.52	345,199.66	84.1%
13 CURRICULUM & STAFF DEVELOPMENT	8,719,086	-851,936	7,867,150	5,056,144.58	1,091,842.75	1,719,162.92	78.1%
21 INSTRUCTIONAL LEADERSHIP	5,656,651	-32,483	5,624,168	4,308,607.24	712,613.05	602,947.71	89.3%
23 SCHOOL LEADERSHIP	21,539,711	1,522,110	23,061,821	15,563,589.51	3,853,134.61	3,645,096.88	84.2%
31 GUID, COUNS & EVALUATION SERVS	13,981,624	368,307	14,349,931	11,172,408.37	3,956,563.22	-779,040.59	105.4%
32 SOCIAL WORK SERVICES	1,811,527	960	1,812,487	1,205,333.62	245,517.00	361,636.38	80.0%
33 HEALTH SERVICES	3,254,406	34,000	3,288,406	2,438,955.47	708,882.50	140,568.03	95.7%
34 STUDENT TRANSPORTATION	10,125,228	1,732,696	11,857,924	8,408,607.01	1,754,604.09	1,694,712.90	85.7%
36 CO/EXTRACURRICULAR ACTIVITIES	8,162,823	75,388	8,238,211	5,705,971.55	1,264,479.70	1,267,759.75	84.6%
41 GENERAL ADMINISTRATION	9,030,571	274,009	9,304,580	6,671,978.62	1,740,980.12	891,621.26	90.4%
51 FACILITIES MAINT & OPERATIONS	38,015,291	3,179,406	41,194,697	29,138,578.40	6,303,810.57	5,752,308.03	86.0%
52 SECURITY & MONITORING SERVICES	3,787,609	2,414,312	6,201,921	4,421,388.90	1,419,795.70	360,736.40	94.2%
53 DATA PROCESSING SERVICES	10,822,562	-1,305,639	9,516,923	6,839,972.87	2,495,165.03	181,785.10	98.1%
61 COMMUNITY SERVICES	1,558,309	129,183	1,687,492	1,257,883.49	292,945.80	136,662.71	91.9%
71 DEBT SERVICE	1,294,300	91,000	1,385,300	822,431.96	377,580.75	185,287.29	86.6%
81 FACILITIES ACQUISITION & CONST	1,500,000	10,538,653	12,038,653	3,770,164.61	6,704,728.43	1,563,759.96	87.0%
99 INTERGOVERNMENTAL CHARGES	2,132,882	0	2,132,882	1,545,965.25	586,916.75	.00	100.0%
TOTAL GENERAL FUND	13,920,049	15,312,507	29,232,556	5,157,515.30	74,212,749.06	-50,137,708.36	271.5%
TOTAL REVENUES	-332,253,451	-4,465,416	-336,718,867	-249,262,479.76	.00	-87,456,387.24	
TOTAL EXPENSES	346,173,500	19,777,923	365,951,423	254,419,995.06	74,212,749.06	37,318,678.88	
GRAND TOTAL	13,920,049	15,312,507	29,232,556	5,157,515.30	74,212,749.06	-50,137,708.36	271.5%

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** END OF REPORT - Generated by BAUMANN, DUSTY **

SCHOOL NUTRITION (240) YTD BUDGET REPORT
 APRIL 30, 2024

FOR 2024 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
240 SCHOOL NUTRITION							
00 GENERAL LEDGER AND REVENUE	-18,064,278	-2,092,080	-20,156,358	-19,920,841.99	.00	-235,516.01	98.8%
35 FOOD SERVICE	18,064,278	5,448,921	23,513,199	17,413,162.61	3,132,969.16	2,967,067.23	87.4%
TOTAL SCHOOL NUTRITION	0	3,356,841	3,356,841	-2,507,679.38	3,132,969.16	2,731,551.22	18.6%
TOTAL REVENUES	-18,064,278	-2,092,080	-20,156,358	-19,920,841.99	.00	-235,516.01	
TOTAL EXPENSES	18,064,278	5,448,921	23,513,199	17,413,162.61	3,132,969.16	2,967,067.23	
GRAND TOTAL	0	3,356,841	3,356,841	-2,507,679.38	3,132,969.16	2,731,551.22	18.6%
** END OF REPORT - Generated by BAUMANN, DUSTY **							

DEBT SERVICE (599) YTD BUDGET REPORT
 APRIL 30, 2024

FOR 2024 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
599 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-46,520,000	-1,720,268	-48,240,268	-47,203,997.44	.00	-1,036,270.56	97.9%
71 DEBT SERVICE	46,520,000	3,606,250	50,126,250	47,664,195.61	1,500.00	2,460,554.39	95.1%
TOTAL DEBT SERVICE FUND	0	1,885,982	1,885,982	460,198.17	1,500.00	1,424,283.83	24.5%
TOTAL REVENUES	-46,520,000	-27,085,268	-73,605,268	-72,565,247.44	.00	-1,040,020.56	
TOTAL EXPENSES	46,520,000	28,971,250	75,491,250	73,025,445.61	1,500.00	2,464,304.39	
GRAND TOTAL	0	1,885,982	1,885,982	460,198.17	1,500.00	1,424,283.83	24.5%

** END OF REPORT - Generated by BAUMANN, DUSTY **



PURCHASES OVER \$50,000 INFORMATIONAL REPORT

The purchases over \$50,000 for the previous month of the current fiscal year follow. The report includes all such large purchases, regardless of required previous board approval.

As per Board Policy CH (local), the Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost:

1. A purchase made pursuant to a Board-approved interlocal contract or a cooperative purchasing program, in accordance with law;
2. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL) or CBB(LEGAL)]; or
3. A continuing or periodic purchase under a Board-approved bid or contract.

ECISD New Purchase Orders Over \$50,000 Report for April 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
1	04/16/2024	24012150	PBK ARCHITECTS, INC	\$ 5,625,000	PBK Contract New Middle School Architect and Engineering Services Situated in Ector County, Texas at Sections 34 & 35 of Block 43, Odessa, TX Legally described as: 40 acres out of T-2-S, BLK 43, SEC 34 (Card #1) WH McCollum undivided in 640 acres	ECISD AWARDED RFQ 24-13	693-81-6629-00-048-99-50024	SABLE CORRALES	DISTRICT OPERATIONS
2	04/16/2024	24012183	THE GORDIAN GROUP INC	\$ 5,000,000	Gordian-Bond Project Management	OMNIA 2021002786	693-81-6629-00-955-99-65024	SABLE CORRALES	DISTRICT OPERATIONS
3	04/16/2024	24012121	PBK ARCHITECTS, INC	\$ 3,750,000	PBK Contract CTE Building Architect and Engineering Services Situated in Ector County, E Murphy St., Odessa, TX 79761	ECISD AWARDED RFQ 24-13	693-81-6629-00-016-99-10024	SABLE CORRALES	DISTRICT OPERATIONS
4	04/09/2024	24011578	ECTOR COUNTY ABSTRACT & TITLE	\$ 3,500,000	SUNSET PROPERTY LAND PURCHASE	Real Estate	199-81-6619-02-965-99	KIMBERLY BYERS	DISTRICT OPERATIONS
5	04/16/2024	24012053	BASIN ABSTRACT & TITLE	\$ 1,800,000	LAND PURCHASE AT 5308 ANDREWS HWY 14 ACRES FOR TRANSPORTATION	Real Estate	693-81-6619-00-965-99-61024	KIMBERLY BYERS	DISTRICT OPERATIONS
6	04/23/2024	24012601	PARKHILL, SMITH & COOPER, INC.	\$ 1,575,000	PSC Contract-Construction Services related to New Transportation Center. 5308 Andrews Highway Odessa, TX 79762	ECISD AWARDED RFQ 24-13	693-81-6629-00-986-99-63124	SABLE CORRALES	DISTRICT OPERATIONS
7	04/16/2024	24012055	BASIN ABSTRACT & TITLE	\$ 820,000	LAND PURCHASE AT S TRIPP AVE FOR NEW MIDDLE SCHOOL	Real Estate	693-81-6619-00-965-99-61024	KIMBERLY BYERS	DISTRICT OPERATIONS
8	04/23/2024	24012602	PARKHILL, SMITH & COOPER, INC.	\$ 796,875	PSC Contract-Construction Services related to Permian HS Auditorium Renovations. 1800 E. 42nd St. Odessa, TX 79762	ECISD AWARDED RFQ 24-13	693-81-6629-00-003-99-40124	SABLE CORRALES	DISTRICT OPERATIONS
9	04/16/2024	24012054	BASIN ABSTRACT & TITLE	\$ 600,000	LAND PURCHASE AT 5308 ANDREWS HWY 6 ACRES FOR TRANSPORTATION	Real Estate	693-81-6619-00-965-99-61024	KIMBERLY BYERS	DISTRICT OPERATIONS
10	04/09/2024	24011621	CDW-G	\$ 424,215	Ector 24-25 Student Devices 900 - DELL CTO 3110 N4500 32 4 CHR 900 - Google Chrome Education Upgrade 900 - CHROMEBOOK SERVICES ETCHING 900 - MAXCases Extreme Shell F Slide Case for 3100 3110	SOURCEWELL 081419-CDW	282-11-6639-98-864-11-28222	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
11	04/04/2024	24011340	HELLAS CONSTRUCTION INC	\$ 202,023	Synthetic Turf Field Replacement Permian High School Indoor Field	BUYBOARD 641-21	199-81-6629-00-003-91	VALERIE APODACA	ATHLETICS
12	04/23/2024	24012575	FIRETROL PROTECTION SYSTEMS INC	\$ 170,800	NTO-New Fire Alarm System	BUYBOARD 654-21	693-81-6629-00-011-99-65524	SABLE CORRALES	DISTRICT OPERATIONS
13	04/11/2024	24011832	PIRAINO CONSULTING, INC	\$ 167,850	2023 Bond Promethean Prj- Ector-YMCA /Edu spaces 37 - AP9-B75-NA-1 AP 75" V9 Premium NA	TIPS 230105	693-11-6397-00-864-11-70424	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
14	04/04/2024	24011374	SEAGULL VENTURES LLC	\$ 160,000	RS/SPED/CONTRACT/SEAGULL VENTURE3S CONSULTANT SERVICES FOR SEAGULL VENTURES TO COVER 6 CAMPUSES WITH SPEECH SERVICES FROM MARCH 31-JUNE 30, 2024	ECISD AWARDED RFP 24-04-2	199-31-6219-00-871-23	ROMI SCOWN	SPECIAL EDUCATION
15	04/23/2024	24012577	FIRETROL PROTECTION SYSTEMS INC	\$ 129,808	Crockett-New Fire Alarm System	BUYBOARD 654-21	693-81-6629-00-044-99-65524	SABLE CORRALES	DISTRICT OPERATIONS

ECISD New Purchase Orders Over \$50,000 Report for April 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
16	04/23/2024	24012603	PARKHILL, SMITH & COOPER, INC.	\$ 104,063	PSC Contract-Construction Services related to PHS and OHS JROTC Renovations. PHS 1800 E. 42nd St. Odessa, TX 79762 OHS 1301 Dotsy Ave. Odessa, TX 79763	ECISD AWARDED RFQ 24-13	693-81-6629-00-861-99-40524	SABLE CORRALES	DISTRICT OPERATIONS
17	04/23/2024	24012576	FIRETROL PROTECTION SYSTEMS INC	\$ 100,518	Bonham-New Fire Alarm System	BUYBOARD 654-21	693-81-6629-00-042-99-65524	SABLE CORRALES	DISTRICT OPERATIONS
18	04/11/2024	24011721	LEGO BRAND RETAIL	\$ 89,475	SL:Social Studies Middle School- 150 - Item #:45400 -LEGO® Education BricQ Motion Prime Set 150 - Item #:45678 -LEGO® Education SPIKE™ Prime Set	TIPS 210902	211-11-6396-00-851-30-21124 211-13-6299-00-851-30-21124	MARGARIT A BROOKER	CURRICULUM & INSTRUCTION
19	04/26/2024	24012858	SCHOOL OUTFITTERS LLC	\$ 64,807	BL furniture-PEASE 142 - Profile Series Triangular Mobile Stacking Whiteboard Desk 32 - Accent Series Rectangle Collaborative Whiteboard Table (30" x 60"L)	TIPS 200301	463-11-6398-00-117-11-46324	KATERINA AGUIRRE	INFORMATION TECHNOLOGY
20	04/23/2024	24012569	CDW-G	\$ 53,735	HORTON-CTE LAPTOP COW 1 - Carrier 30 Cart - Chromebook, Laptop, iPad, Tablet 30 - DELL CTO 5540 I7-1370P 512 32 W11H	SOURCEWELL 081419-CDW	199-11-6397-00-002-22 199-11-6398-00-002-22	MICHAEL HORTON	ODESSA HIGH SCHOOL
21	04/23/2024	24012681	SCHOOL OUTFITTERS LLC	\$ 50,823	BL furniture-HAYS 108 - Profile Series Triangular Mobile Stacking Whiteboard Desk 27 - Accent Series Rectangle Collaborative Whiteboard Table (30"W x 60" L)	TIPS 200301	463-11-6398-00-112-11-46324	KATERINA AGUIRRE	395 INFORMATION TECHNOLOGY
22	04/10/2024	24011703	SCHOOL SPECIALTY LLC	\$ 50,468	250 - ITEM #5008455 DESK, CLASSROOM SELECT, NEOCLASS ACTIVITY DESK, WHITEBOARD, 22-30 IN 250 - ITEM #1357323 CHAIR, CLASSROOM SELECT, CONTEMPORARY 4-LEG, 18 IN, CARDINAL	OMNIA R191815	211-11-6398-00-044-30-21124	CYNTHIA AVILA	CROCKETT MIDDLE SCHOOL

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TX

MEMORANDUM

TO: DR. SCOTT MURI, SUPERINTENDENT OF SCHOOLS

FROM: DR. MATTHEW SPIVY, EXECUTIVE DIRECTOR OF HUMAN RESOURCES

RE: ROUTINE PERSONNEL REPORT FOR APRIL 2024

DATE: 4/30/2024

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
NONE			

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
JOSE TREJO FUENTES	MATH	PERMIAN HIGH SCHOOL	4/8/2024

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
BRANDI BARTON	ASST PRINCIPAL, HS	PERMIAN HIGH SCHOOL	4/8/2024

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
DOUGLAS FREPPON	ELM-P E	SAM HOUSTON ELEM SCHOOL	4/5/2024

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
SYVESTER HATTEN	PE COACH	ODESSA HIGH SCHOOL	4/29/2024

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
JOSEPH DUESLER	SPCLST-COMMUNICATION	COMMUNICATIONS	4/19/2024
DELIA GREEN	ADVISOR, COLLEGE AND CAREER	PERMIAN HIGH SCHOOL	4/26/2024
CRYSTAL TREVINO	ESSER 3 COMPLIANCE COORDINATOR	FEDERAL & STATE PROGRAMS	4/2/2024