

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 November 18, 2025, beginning at 6:00 PM.

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

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:
Dowling Elementary School Students Avie Lopez and Itzayana Figueroa
4. Invocation: Minister of Mobilization Ty Coke, Odessa Bible Church
5. Special Presentations:
Recognition of College Board Honorees from Odessa High School
Introduction of Permian High School Marching Band for Qualifying for UIL State Contest
Announcement of 2025 United Way of Odessa Top Fundraisers
6. Opening Remarks by Superintendent
7. Public Comment
8. Bond 2023
 - A. Bond 2023 Update 3
 - B. Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000 27
 - C. Discussion of and Request for Approval of Board of Trustees Recommendation for Naming Committee Membership for the New Career and Technical Education Facility 62
 - D. Discussion of and Request for Approval to Delegate Authority to the Superintendent to Negotiate and Execute Individual Job Orders Under the Approved Job Order Contracts for the Bond 2023 Priority 1 & 2 Construction with the Listed General Contractors at the Specified Cost 66
9. Board Policy
 - A. Discussion of and Request for Approval of TASB Local Policy Update 126 140
10. Action Items
 - A. Discussion of and Request for Approval of Annual Financial Report 254
 - B. Discussion of and Request for Approval of Resolution Casting Votes for the Members of the Ector County Appraisal District Board of Directors 418

11. Consent Agenda	422
A. Request for Approval of Minutes of Meetings	423
B. Request for Approval of Bills for Payment	438
C. Request for Approval of Acceptance of Donations Over \$10,000	455
D. Request for Approval of Quarterly Investment Report	462
E. Request for Approval of Memorandum of Understanding Between Ector County ISD and Texas Tech University	466
F. Request for Approval of Student Data Privacy Agreement Between Ector County ISD and TCASE Services by Design	473
G. Request for Approval of Walsh, Gallegos, Kyle, Robinson & Roalson P.C. Special Education Legal Services Retainer Agreement for Ector County ISD	494
H. Request for Approval of Personal Services by Dr. Michael Hawley for the Music Region 6 Executive Committee Pursuant to Texas Education Code §11.006(C)	509
I. Request for Approval of Recommendations of Library Materials	510
J. Request for Approval of Thompson and Horton LLP Bond Construction Legal Services Retainer Agreement for Ector County ISD	515
K. Request for Approval of Applying for LASO Cycle 4 Grant	523
12. Report/Discussion Items	
A. Presentation and Discussion of 2024-25 Senate Bill 1882 Partnership Performance Outcomes	524
13. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District, or hear a complaint or charge against an officer or employee.]; Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]	
14. Information Items	547
A. Financials	548
B. Purchases Over \$50,000 Informational Report	553
C. Routine Personnel Report	555
15. Closing Remarks by Superintendent	
16. Adjournment	



BOND 2023 UPDATE

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



ECISD

BOND 2023

**Board Update
November 2025**



Construction Projects

■ ADELA & GILBERT VASQUEZ MS



Delivery Method:
Construction Manager at Risk

Teinert Construction
PBK Architects
Gallagher Consulting

■ NEW CTE HIGH SCHOOL



Delivery Method:
Construction Manager at Risk

Teinert Construction
PBK Architects
Gallagher Consulting

■ PERMIAN AUDITORIUM RENOVATIONS



Delivery Method:
Construction Manager at Risk

Teinert Construction
Parkhill Architects

■ NEW PERMIAN JROTC FACILITY



Delivery Method:
Competitive Sealed Proposal

Mid-Tex Construction
Parkhill Architects

■ NEW TRANSITION LEARNING CENTER



Delivery Method:
Competitive Sealed Proposal

Henthorn Construction
DLR Architects
Gallagher Consulting

■ AGRICULTURAL FARM RENOVATIONS



Delivery Method:
Competitive Sealed Proposal

Henthorn Construction
Parkhill Architects

■ PRIORITY 1 & PRIORITY 2 RENOVATIONS



Delivery Methods:
Job Order Contracting
Construct. Manager at Risk

Various Contractors

Ector County ISD

CTE Facility



CONSTRUCTION UPDATE

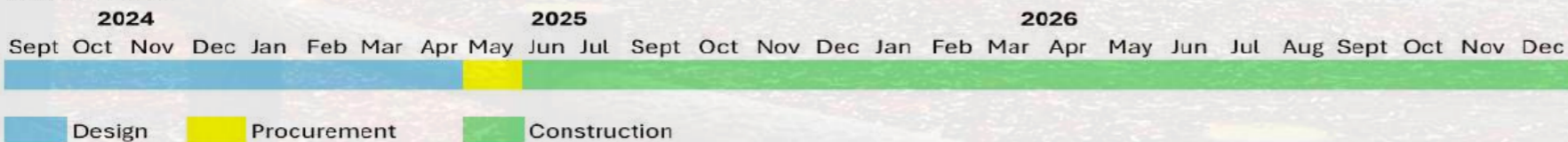
DESIGN

- Site fill is in progress
- Site sewer system on-going
- Foundation excavation in progress
- Foundation placement has started

COST SUMMARY

Budget:	\$93,760,117
Encumbrance:	\$85,417,592
Actual:	\$8,342,525
Available:	\$0
Percentage Complete:	5%

CTE Schedule



DIFFERENT FROM THE GROUND UP

Ector County ISD

Adela & Gilbert Vasquez Middle School



CONSTRUCTION UPDATE

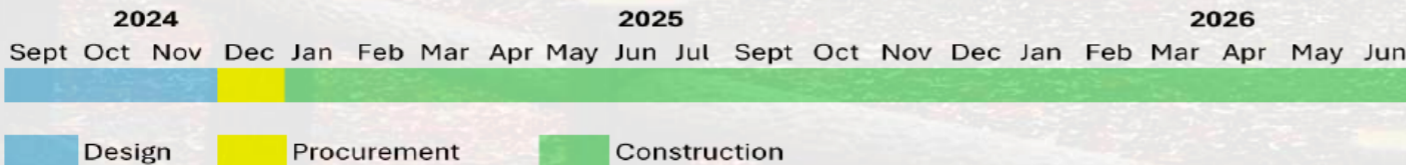
Construction

- Site utilities is on-going
- Mech., Elec. and Plumbing is on-going
- Steel erection on-going
- Blockwork on-going around Fine Arts
- Interior finishes in Area A

COST SUMMARY

Budget:	\$120,794,898
Encumbrance:	\$64,997,817
Actual:	\$41,532,734
Available:	\$14,254,348
Percentage Complete:	22%

Middle School



DIFFERENT FROM THE GROUND UP

Ector County ISD

Transition Learning Center



CONSTRUCTION UPDATE

Design

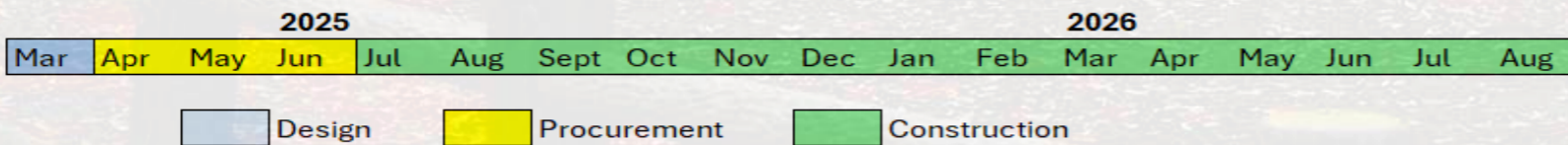
- Demo continues
- Ground-breaking on Nov. 13, 2025

COST SUMMARY

Budget:	\$8,000,000
Encumbrance:	\$6,602,246
Actual:	\$451,014
Available:	\$946,740
Percentage Complete:	4%

DIFFERENT FROM THE GROUND UP

10



Ector County ISD

Permian HS Auditorium Renovations



Construction Update

Site Summary

- Mechanical / electrical / plumbing trade work ongoing
- Foundation rebar and footers in place
- Foundation concrete has been poured
- Awaiting fabrication of ceiling joists by contractors

Cost Summary

	11
Budget	\$12,500,000
Encumbrance	\$9,646,428
Actual	\$1,938,577
Available	\$914,995
Percentage Complete	5%

July 2024 – April 2025
Design



April – May 2025
Procurement



June 2025 – May 2026
Construction

Ector County ISD

Permian JROTC Facility



Construction Update

Site Summary

- Footings, leveling, and foundation work complete
- PEMB design is with factory - offsite fabrication
- Materials samples under review for approval

Cost Summary

Budget	\$1,548,648
Encumbrance	\$1,177,874
Actual	\$370,774
Available	-
Percentage Complete	11%

12

August 2024 –
January 2025
Design



January – April
2025
Procurement



May 2025 –
January 2026
Construction

Ector County ISD

CTE – Ag Farm



Construction Update	
Site Summary	
- Fencing in place for Building A Phase - Demolition has begun and ongoing - Groundbreaking Event on 11/20/2025	
Cost Summary	
	13
Budget	\$7,500,000
Encumbrance	\$6,686,179
Actual	\$386,489
Available	\$427,332
Percentage Complete	4%



Ector County ISD

Transportation



Site Summary	
<ul style="list-style-type: none">- Project is currently in the design phase- Committee planning ongoing- Potential construction costs are being evaluated	
COST SUMMARY	
Budget	14 \$25,000,000
Encumbrance	\$1,429,501
Actual	\$5,367,787
Available	\$18,202,712
Percentage Complete	21%

April - October
2025
Design



November 2025–
January 2026
Procurement



March 2026
Construction

Transportation – School Buses

- 18 buses have been ordered & 17 have arrived
 - 3 lift buses for wheelchairs
 - 2 48-passenger buses for special needs
 - 2 activity buses
 - 10 71-passenger buses



15



Priority 1 & 2 Projects - Overall

Row Labels	Sum of TOTAL COST	Sum of CONSTRUCTION COST
<input type="checkbox"/> Building Envelope	27,848,503	19,796,163
Roof Replacement	25,472,314	18,146,541
Wall Repair - Exterior	136,920	97,000
Waterproofing Sealant	2,223,519	1,541,372
Windows	15,750	11,250
<input type="checkbox"/> Civil	645,635	451,216
Playground Equipment	188,093	124,400
Site Paving - Maintenance	457,542	326,816
<input type="checkbox"/> Electrical	3,715,180	2,522,500
Electrical - General/Misc.	63,000	45,000
Electrical Distribution	2,055,060	1,397,500
Electrical Gear	1,597,120	1,080,000
<input type="checkbox"/> Fire & Life Safety	7,177,611	4,978,653
Fire Alarm System	4,376,400	3,126,000
Railing (guard rails, handrails, etc.)	6,804	4,500
Ramps	2,750,722	1,819,261
Renovation	30,240	20,000
Signage/Way-finding	13,445	8,892
<input type="checkbox"/> Mechanical	38,771,716	26,078,447
Cooling Tower	567,000	375,000
HVAC	38,204,716	25,703,447
<input type="checkbox"/> Plumbing	39,624,167	26,617,750
Electric Drinking Fountains	142,058	93,954
Plumbing - Domestic Water	5,187,004	3,507,702
Plumbing - Fixtures	35,000	25,000
Plumbing - Sanitary Sewer	34,260,105	22,991,095
<input type="checkbox"/> (blank)	-	-
(blank)	-	-
Grand Total	117,782,811	80,444,729

16



Priority 1 & 2 Schedule

(Projects Other than Roofing)

Package 1 Summer 2025

- Austin \$106,645.90
- Burleson \$3,351,416.09
- Travis \$3,610,398.46

Package 2 Fall 2025

- AEC \$525,625.80
- Bowie \$6,924,927.42
- Burnet \$1,042,659.58
- Cameron \$3,180,764.30
- Crockett \$6,748,673.42
- Fly \$3,311,733.60
- Food Svc \$1,147,525.96
- Gonzalez \$1,135,075.68
- Ross \$1,103,320.12

Package 3 Winter 2025

- Alamo \$1,697,652.88
- Blackshear \$1,352,455.25
- Reagan \$1,671,943.90
- Sam Houston \$2,209,989.29
- San Jacinto \$3,716,327.43
- Zavala \$4,546,540.45

Package 4 Spring 2026

- Buice \$26,460
- Carver \$84,890.12
- Downing \$15,120.00
- Milam \$82,211.98
- Outreach Center \$42,872.20
- West \$41,202.00

Package 5 Summer 2026

- Bonham \$4,429,547.23
- Goliad \$2,341,476.20
- NTO \$3,636,287.20
- Nimitz \$3,112,131.44
- PHS \$10,130,471.93
- W&Y \$6,220,022.76

Package 6 Fall 2026

- Blanton \$466,686.16
- Cavazos \$868,969.14
- Hays \$1,729,139.95
- Ireland \$1,724,654.51
- Johnson \$1,188,076.12
- Jordan \$639,598.12
- Pease \$1,256,116.12

Package 7 Winter 2026

- AEC \$525,625.80
- Food Svc \$1,147,525.96
- Frost \$527,923.20
- Lamar \$319,459.90

Spring 2027 (Left open for planning)

Package 8 Summer 2027

- Bowie \$6,924,927.42
- Crockett \$6,748,673.42
- Dowling \$1,957,973.67
- Ector \$13,431,157.57
- Noel \$3,992,733.90
- OHS \$6,175,704.25

Package 9 Fall 2027

- Development Office
- Admin \$1,795,565.02
- ECISD Police \$320,302.22
- Information Technology \$205,405.20
- Maintenance Operations \$235,301.98
- Sped Annex \$422,241.20
- Testing & Assessment Building \$105,000.00

Package 10 (Previously listed buildings addressed high risk Electrical)

- Development Office
- Admin
- Alamo
- AEC
- Austin
- Blackshear
- Blanton
- Bonham
- Bowie
- Buice

Summer 2025 Package 1

- Burleson
 - P1P2 Interior Complete
- Travis
 - P1P2 Nearing Completion – Anticipated Completion 12/22/2025
- Austin
 - ADA Drawings Nearing Completion

18



Ector County ISD

Priority 1 and 2 Projects – Travis Elementary School



August 2025



November 2025



- Plumbing work is ongoing.
- Bathroom floors being topped out as plumbing work finishes.
- 80% of interior trenches have been back filled and concrete patch work is now ongoing.
- Sanitary line on the north side of the north¹⁹ wing has been laid and inspected by the City of Odessa.
- All plumbing in the south hall is completed and has been inspected by the City of Odessa.
- Demolition in the gang restrooms is nearing completion.

Priority 1 & 2 Roofing Projects

<u>Project</u>	<u>Project Budget</u>
Burleson	\$2,277,314.53
Travis	\$1,615,872.27
Fly	\$1,865,861.48
Zavala	\$2,520,432.33
Cameron	\$1,932,186.34
Crockett	\$3,329,509.19
Ector	\$7,218,124.28
San Jacinto	\$2,007,866.27
Noel	\$1,928,200.94
Total	\$24,695,367.63

20



Summer Roofing Projects - Tienert

<u>Projects</u>	<u>Project Budget</u>	<u>GMP</u>
Burleson	\$2,277,314.53	\$1,832,516
Travis	\$1,615,872.27	\$1,467,010
Fly	\$1,865,861.48	\$1,838,579
Zavala	\$2,520,432.33	\$2,330,138
Total	\$8,279,480.61	\$7,468,243
Savings	\$811,237.61	

21

- 4 projects are nearing completion
- Specifications for San Jacinto, Noel, Crockett, Cameron, & Ector to be released in Nov. 2025



Ector County ISD

Priority 1 and 2 Projects - Roofing



Construction Update
Summary
<ul style="list-style-type: none">- All Package 1 projects are nearing final inspection.- Package 2 designs are complete ²²- Working with architect and contractors on scheduling and final pricing

Package 1- Construction

Burleson- **Nearing Completion**

Murry Fly- **Nearing Completion**

Travis- **Nearing Completion**

Zavala- **Nearing Completion**



Package 2- Design & Planning Stage

Noel

San Jacinto

Cameron

Crockett

Ector MS

Technology

PA, Bell, Alarm and Clock Refresh

- Cabling is complete at 32 campuses.
- 11 campuses are fully complete.
- New Tech Odessa and Reagan are up next.

Surveillance

- 29 campuses are now complete.
- Next school scheduled for installation are Ireland, Reagan, and Ross.

Video Wall

- Training continues for staff operating our Security Operation Center Video Wall at the ECISD PD Headquarters.
- During last week's training, staff pictured on this slide learned how to manage live camera feeds, monitor multiple campuses in real time, and maximize the features for the new video wall system.



FINANCE

24



ECISD Bond 2023

Costs by Project as of 11/1/2025



Notes	Project Name	Initial Project Budget	Moved Budget	Adjusted Budget	Actual Paid 2023/2024	Actual Paid 2024/2025	Actual Paid 2025/2026	Purchase Orders Encumbrance	Remaining Available	Percentage Utilized
1	MIDDLE SCHOOL	120,000,000	794,898	120,794,898	2,490,112	24,154,364	14,888,258	64,997,817	14,264,347	22%
2	PRIORITY 1&2 ITEMS	117,783,000	685,000	118,468,000	187,989	3,992,739	5,377,488	8,915,192	99,994,592	4%
3	HS/CTE CENTER	80,000,000	13,760,117	93,760,117	398,966	4,277,344	3,666,215	85,417,592	-	5%
4	TRANSPORTATION FACILITY	35,000,000	(10,000,000)	25,000,000	47,250	5,320,537		1,429,501	18,202,712	21%
5	AUDITORIUM RENO-PHS	12,500,000		12,500,000		612,239	1,326,338	9,646,428	914,995	5%
6	TECHNOLOGY-PA, BELL, CLOCK, FA SYS	10,000,000		10,000,000		4,615,643	553,799	2,981,733	1,848,825	46%
7	LAND PURCHASE	9,000,000	(4,603,663)	4,396,337	16,988	75,730		-	4,303,620	2%
8	TRANSITION LEARNING CENTER	8,000,000		8,000,000		286,175	164,839	6,602,246	946,740	4%
9	AG FARM BUILDINGS-CTE	7,500,000		7,500,000		311,002	75,487	6,686,179	427,332	4%
10	TECHNOLOGY ITEMS-SURVEILLANCE	6,000,000		6,000,000		4,656,069	14,682	564,987	764,262	78%
11	FINE ARTS INSTRUMENTS	3,665,000		3,665,000	299,663	1,603,320	683,231	224,539	854,247	52%
12	TECH ITEMS-FLT PNL BDS,AV EQP	3,500,000		3,500,000	3,422,512	76,872		-	616	100%
13	TECHNOLOGY - PHONE SYS	2,500,000		2,500,000		-		713,035	1,786,965	0%
14	TRANSPORTATION BUSES	2,450,000		2,450,000		-	2,148,953	263,344	37,703	0%
15	JROTC FACILITY	1,500,000	48,648	1,548,648		165,282	205,492	1,177,874	-	11%
16	TECHNOLOGY ITEMS - AV EQUIP	1,500,000		1,500,000		984,162		-	515,838	66%
17	ATH-MS GYM BLEACHERS	1,000,000		1,000,000		845,158		-	154,842	85%
18	MS UNIF-BAND&MARIACHI	685,000	(685,000)	-		-		-	-	0%
19	ATH-BB & TENNIS LIGHTS-OHS	650,000	(14,200)	635,800		611,691		-	24,109	96%
20	ATH-MS TENNIS COURT RESURFACE	480,000		480,000	216,826	121,812		-	141,362	71%
21	ATH-BASEBALL LIGHTING-PHS	400,000	14,200	414,200		413,200		-	1,000	100%
22	MS PERFORMANCE RISERS	150,000		150,000		82,018		62,590	5,392	55%
Totals		\$ 424,263,000	\$ -	\$ 424,263,000	\$ 7,080,306	\$ 53,205,356	\$ 29,104,782	\$ 189,683,057	\$ 145,189,500	
Percent		100%	0%	0%	2%	13%	7%	45%	34%	

complete
25
complete
complete
complete

Notes:

- Moved MS land costs and matching budget from land project to MS project totaling \$794,898.
- Moved budget from MS Uniforms to Priority 1 & 2 of \$685,000.
- Unused funds of \$10m from the Transportation Facility and unused funds of \$3,760,117 from land purchase were reallocated to the CTE High School.
- CTE High School donation from PSP of an additional \$10 million is accounted for separately in Fund 468 so that it is not commingled with bond funds.
- Moved budget of \$10m to CTE High School.
- Unused funds from land purchased were reallocated as follows: MS \$794,898; CTE HS \$3,760,117, and \$48,648 for JROTC facility.
- Moved from land project to ROTC facility to cover slight increase in cost of \$48,648.
- Moved budget to Priority 1 & 2 of \$685,000. Uniforms will be purchased with general funds.
- Moved budget of \$14,200 from one light project to the other.
- Moved budget of \$14,200 from one light project to the other.

THANK YOU





Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

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

DATE: November 18, 2025

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

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

ECISD
Request for Bond Purchases Over \$50,000
November 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1B	Amstar, Inc. Henthorn Commercial Construction Lee Construction and Maintenance Company, Inc. Lopez and Son's, Inc. Mid-Tex of Midland, Inc. SDB Contracting Services Tommy Klein Construction, Inc. WR Construction, Inc.	Previously Approved - \$20,000,000 Additional Amount - \$39,000,000 ----- New Total - \$59,000,000	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1 1 OF 4 OPTIONAL RENEWALS	Job Order Contracting General Construction Services	ECISD will be utilizing general contractors to address and resolve priority 1 and 2 issues.	2025-2026
2B	Amstar, Inc.	\$ 4,344,128	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Wilson & Young Middle School. Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Fire & Life Safety ADA Compliance Electrical Distribution/Gear Waterproofing/sealant HVAC Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026 28
3B	Lee Construction and Maintenance Company, Inc.	\$ 2,420,346	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Nimitz Middle School. Lee Construction and Maintenance Company, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Fire & Life Safety ADA Compliance Electrical Distribution/Gear Waterproofing/sealant HVAC Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026
4B	Henthorn Commercial Construction	\$ 2,056,575	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Bonham Middle School. Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Fire & Life Safety ADA Compliance Electrical Distribution/Gear Waterproofing/sealant HVAC Mechanical Plumbing- Sanitary Sewer Plumbing- Domestic Water	2025-2026

ECISD
Request for Bond Purchases Over \$50,000
November 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
5B	Lopez and Son's, Inc.	\$ 1,794,141	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Goliad Elementary. Lopez and Son's, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Fire & Life Safety ADA Compliance Electrical Distribution/Gear Waterproofing/sealant HVAC Mechanical Plumbing- Sanitary Sewer Plumbing- Domestic Water	2025-2026
6B	Amstar, Inc.	\$ 1,683,487	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Sam Houston Elementary. Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Electrical Distribution ADA Compliance HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026 29
7B	Henthorn Commercial Construction	\$ 1,571,513	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Zavala Elementary. Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Wall Repair Exterior Waterproofing ADA Compliance HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026
8B	WR Construction, Inc.	\$ 1,400,399	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at New Tech Odessa. WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Fire & Life Safety ADA Compliance Electrical Distribution/Gear Waterproofing/sealant HVAC Mechanical	2025-2026

ECISD
Request for Bond Purchases Over \$50,000
November 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
9B	WR Construction, Inc.	\$ 1,302,033	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at San Jacinto Elementary. WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing ADA Compliance HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026
10B	Lopez and Son's, Inc.	\$ 1,271,650	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Reagan Elementary. Lopez and Son's, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing ADA Compliance HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026 30
11B	Teinert Construction	\$ 1,224,655	Bond Funds 693	Exalander Magallan District Operations	BUYBOARD 783-25	Job Order Contracting General Construction Services	Job Packages for 25-26 at Permian High School. Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Fire & Life Safety ADA Compliance Electrical Distribution/Gear Waterproofing/sealant HVAC Mechanical Plumbing - Fixtures Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026
12B	CDW-G Hohenberger Inc. dba CSI: Lubbock Palomar Modular Buildings, LLC	\$ 1,184,260	Bond Funds 693	Exalander Magallan District Operations	SOURCEWELL 121923- ECTOR COUNTY ISD (121923) Buyboard 742-24 Buyboard 783-25	Portable Purchases for P1P2 Renovation Work	Due to the invasive nature of the renovation work outlined in the Priority 1 and 2 priorities of the district bond, construction will take places on campuses during the school year. This will require portables adequately set up to take the place of a fully operating classroom.	2025-2026

ECISD
 Request for Bond Purchases Over \$50,000
 November 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
13B	Amstar, Inc.	\$ 1,102,313	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Murry Fly Elementary. Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Sealant Electrical Gear Plumbing – Sanitary Plumbing – Domestic Water Valves ADA Compliance	2025-2026
14B	Lee Construction and Maintenance Company, Inc.	\$ 1,102,146	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Alamo Elementary. Lee Construction and Maintenance Company, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing/sealant Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026 31
15B	Lee Construction and Maintenance Company, Inc.	\$ 952,893	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Cameron Elementary. Lee Construction and Maintenance Company, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Wall Repair - Exterior Waterproofing ADA Compliance Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026
16B	WR Construction, Inc.	\$ 848,036	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Burnet Elementary. WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Sealant ADA Compliance Plumbing - Sanitary Sewer	2025-2026

ECISD
Request for Bond Purchases Over \$50,000
November 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
17B	Henthorn Commercial Construction	\$ 842,413	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Ross Elementary. Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Sealant Electrical Distribution ADA Compliance HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer	2025-2026
18B	Lopez and Son's, Inc.	\$ 741,750	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Alternative Education Center, Crockett Middle School, and Food Service. Lopez and Son's is the general contractor that will be completing the following priority 1 and 2 renovation tasks: HVAC- Mechanical Electrical Distribution/Electrical Gear ADA Compliance Waterproofing Plumbing- Sanitary Sewer Plumbing- Domestic	2025-2026 32
19B	Teinert Construction	\$ 648,141	Bond Funds 693	Exalander Magallan District Operations	BUYBOARD 783-25	Job Order Contracting General Construction Services	Job Packages for 25-26 at Blackshear Elementary. Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Wall Repair- Exterior Waterproofing ADA Compliance Plumbing - Sanitary Sewer	2025-2026
20B	Teinert Construction	\$ 529,613	Bond Funds 693	Exalander Magallan District Operations	BUYBOARD 783-25	Job Order Contracting General Construction Services	Job Packages for 25-26 at Bowie Middle School and Gonzales Elementary. Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Electrical Distribution HVAC- Mechanical Plumbing - Domestic Water Plumbing - Sanitary Sewer ADA Compliance Waterproofing Sealant	2025-2026

ECISD
Request for Bond Purchases Over \$50,000
November 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
21B	Henthorn Commercial Construction	\$ 81,113	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Austin Elementary. Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Sealant Fire & Life Safety Plumbing - Domestic Water	2025-2026
22B	Amstar, Inc.	\$ 67,600	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Carver Elementary. Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Wall Repair- Exterior Waterproofing Sealant Fire & Life Safety ADA Compliance Plumbing- Domestic Water	2025-2026 33
23B	Henthorn Commercial Construction	\$ 62,529	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Milam Elementary. Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Waterproofing Sealant Fire & Life Safety ADA Compliance	2025-2026
24B	Thompson and Horton LLP	\$ 50,000	Bond Funds 693	Anthony Sorola District Operations	No Bid Professional Service Section 2254.024 Texas Government Code	Attorney Legal Fees	Thompson and Horton LLP will assist the school district with specialized legal support in these areas: Bond Construction Law Bond-funded Construction Projects Development and Review of Bond Construction Contracts and Agreements	2025-2026
25B	Lopez and Son's, Inc.	\$ 31,338	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at West Elementary. Lopez and Son's is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Fire & Life Safety ADA Compliance	2025-2026

ECISD
 Request for Bond Purchases Over \$50,000
 November 2025

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
26B	WR Construction, Inc.	\$ 20,125	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at Buice Elementary. WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Fire & Life Safety ADA Compliance	2025-2026
27B	Lee Construction and Maintenance Company, Inc.	\$ 11,500	Bond Funds 693	Exalander Magallan District Operations	ECISD AWARDED RFP 24-31 ADDENDUM 1	Job Order Contracting General Construction Services	Job Packages for 25-26 at E. K. Downing Elementary. Lee Construction and Maintenance Company, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks: Fire & Life Safety ADA Compliance	2025-2026

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountytisd.org



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

- **Purpose:** Build a pool of general contractors for priority 1 and 2 bond projects.
- **Background Info:** As part of the bond package, ECISD will be utilizing general contractors to address and resolve priority 1 and 2 roofing issues.
- **Cost:** \$20,000,000 – Previously approved
 \$39,000,000 – Additional amount

 \$59,000,000 – New Total
- **Funding Source:** Bond funds
- **Recommended Supplier/Service Provider:**
 - Amstar, Inc.
 - Henthorn Commercial Construction
 - Lee Construction and Maintenance Company, Inc.
 - Lopez and Son’s, Inc.
 - Mid-Tex of Midland, Inc.
 - SDB Contracting Services
 - Tommy Klein Construction, Inc.
 - WR Construction, Inc.

Board Approval

Date



educate

connect

inspire

succeed

dream

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Wilson & Young Middle School

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Wilson & Young Middle School:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$4,344,128.45
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Amstar, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountiyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Nimitz Middle School

- **Purpose:** Lee Construction and Maintenance Company, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Nimitz Middle School:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$2,420,346.29
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lee Construction and Maintenance Company, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Bonham Middle School

- **Purpose:** Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Bonham Middle School:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical
 - Plumbing- Sanitary Sewer
 - Plumbing- Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$2,056,574.97
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Henthorn Commercial Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountiyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Goliad Elementary School

- **Purpose:** Lopez and Son’s, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Goliad Elementary School:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical
 - Plumbing- Sanitary Sewer
 - Plumbing- Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$1,794,141.45
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lopez and Son’s, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Sam Houston Elementary.

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing
 - Electrical Distribution
 - ADA Compliance
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 1,683,486.73**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Amstar, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Zavala Elementary.

- **Purpose:** Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Wall Repair Exterior
 - Waterproofing
 - ADA Compliance
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 1,571,512.95**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Henthorn Commercial Construction

 Board Approval

 Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – New Tech Odessa

- **Purpose:** WR Construction, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at New Tech Odessa:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$1,400,398.70
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - WR Construction, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at San Jacinto Elementary.

- **Purpose:** WR Construction, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing
 - ADA Compliance
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 1,302,033.45**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - WR Construction, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcounttyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Reagan Elementary.

- **Purpose:** Lopez & Son's, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing
 - ADA Compliance
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 1,271,650.45**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
 - Lopez & Son's, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



BuyBoard Contract #783-25 – Job Order Contracting (JOC) (RS Means) for Trades

- Permian High School

- **Purpose:** Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Permian High School:

- Fire & Life Safety
- ADA Compliance
- Electrical Distribution/Gear
- Waterproofing/sealant
- HVAC Mechanical
- Plumbing - Fixtures
- Plumbing - Domestic Water
- Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$1,224,654.95
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Teinert Construction

Board Approval

Date

Exalander Magallan

Director of District Operations
(432) 456-9659
802 N. Sam Houston
Odessa, TX 79761
Exalander.Magallan@ectorcountyisd.org



CDW-G – SOURCEWELL 121923 - ECTOR COUNTY ISD (121923)

Hohenberger Inc. dba CSI: Lubbock – Buyboard #742-24

Palomar Modular Buildings, LLC – Buyboard #783-25

- **Purpose:** Portable Purchases for P1P2 Renovation Work. Due to the invasive nature of the renovation work outlined in the Priority 1 and 2 priorities of the district bond, construction will take places on campuses during the school year. This will require portables adequately set up to take the place of a fully operating classroom. Operations is coordinating with Technology, EDLs, and other departments to ensure the portables will be fully equipped for teachers and their students while contractors work in classrooms and halls of each campus.
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. Portables are required for the ability for high quality instruction to continue despite the disruption caused by the invasive nature of the necessary plumbing and HVAC work.
- **Total Costs: \$ 1,184,260**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - CDW-G
 - Hohenberger Inc. dba CSI: Lubbock
 - Palomar Modular Buildings, LLC

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Murry Fly Elementary School

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Murry Fly Elementary School:
 - Waterproofing Sealant
 - Electrical Gear
 - Plumbing – Sanitary
 - Plumbing – Domestic Water Valves
 - ADA Compliance

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$1,102,312.95
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Amstar, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountysd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Alamo Elementary.

- **Purpose:** Lee Construction and Maintenance Company, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing Sealant
 - Plumbing- Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 1,102,146.20**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lee Construction and Maintenance Company, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Cameron Elementary.

- **Purpose:** Lee Construction and Maintenance Company, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Wall Repair - Exterior
 - Waterproofing
 - ADA Compliance
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 952,893.45**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lee Construction and Maintenance Company, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Burnet Elementary.

- **Purpose:** WR Construction, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing Sealant
 - ADA Compliance
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 848,036.45**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - WR Construction, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Ross Elementary.

- **Purpose:** Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing Sealant
 - Electrical Distribution
 - ADA Compliance
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 842,412.95**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Henthorn Commercial Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26:

- Alternative Education Center
- Crockett Middle School
- Food Service

- **Purpose:** Lopez & Son's, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at schools listed above:
 - HVAC- Mechanical
 - Electrical Distribution/Electrical Gear
 - ADA Compliance
 - Waterproofing
 - Plumbing- Sanitary Sewer
 - Plumbing- Domestic

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 741,750.00**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lopez & Son's, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcounttyisd.org



BuyBoard Contract #783-25 – Job Order Contracting (JOC) (RS Means) for Trades

- Blackshear Elementary School
- **Purpose:** Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Wall Repair- Exterior
 - Waterproofing
 - ADA Compliance
 - Plumbing - Sanitary Sewer
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
- **Total Costs: \$ 648,141.39**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Teinert Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



BuyBoard Contract #783-25 – Job Order Contracting (JOC) (RS Means) for Trades

- Bowie Middle School
- Gonzales Elementary School
- **Purpose:** Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Electrical Distribution
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer
 - ADA Compliance
 - Waterproofing Sealant
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
- **Total Costs: \$ 529,612.95**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
 - Teinert Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Austin Elementary- Summer 2025

- **Purpose:** Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Austin Elementary School:
 - Waterproofing Sealant
 - Fire & Life Safety
 - Plumbing - Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$81,112.95
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Henthorn Commercial Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Carver Elementary School

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Carver Elementary School:
 - Wall Repair- Exterior
 - Waterproofing Sealant
 - Fire & Life Safety
 - ADA Compliance
 - Plumbing- Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$67,600.45
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Amstar, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Milam Elementary School

- **Purpose:** Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Milam Elementary School:
 - Waterproofing Sealant
 - Fire & Life Safety
 - ADA Compliance

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$62,528.95
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Henthorn Commercial Construction

Board Approval

Date

No Bid Professional Service Section 2254.024 Texas Government Code

Approval of Thompson and Horton LLP for Bond Construction Legal Services

- **Purpose:** Thompson and Horton LLP will assist the school district with specialized legal support in these areas:
 - Bond Construction Law
 - Bond-funded Construction Projects
 - Development and Review of Bond Construction Contracts and Agreements
- **Background Info:** As Bond 2023 projects commence and further develop, complex questions and decisions must be made by ECISD leaders. Thompson and Horton LLP have specialized legal counsel in the areas of construction law and bond construction who can advise the District on those complex matters.
- **Total Costs: \$ 50,000**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Thompson and Horton LLP

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountysd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – West Elementary School

- **Purpose:** Lopez & Son's, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at West Elementary School:
 - Fire & Life Safety
 - ADA Compliance

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$31,337.50
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lopez & Son's, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountysd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Buice Elementary School

- **Purpose:** WR Construction, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Buice Elementary School:
 - Fire & Life Safety
 - ADA Compliance

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$20,125
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - WR Construction, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcounttyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – EK Downing Elementary School

- **Purpose:** Lee Construction and Maintenance Company, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at EK Downing Elementary School:
 - Fire & Life Safety
 - ADA Compliance

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$11,500
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lee Construction and Maintenance Company, Inc.

Board Approval

Date



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent of District Operations

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF BOARD OF TRUSTEES RECOMMENDATION FOR NAMING COMMITTEE MEMBERSHIP FOR THE NEW CAREER AND TECHNICAL EDUCATION FACILITY**

DATE: November 18, 2025

In June of 2025, the school district began construction on a new Career and Technical Education Facility that was approved under Bond 2023. Given the need to name this new facility, the administration referenced CW (LOCAL), the policy governing facility naming. A copy of CW(LOCAL) has been included for reference purposes. This policy states that recommended names shall be submitted to a committee composed of the following representatives:

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

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

Board members were asked to recommend potential candidates for the two committee positions that are appointed by the Board. Candidate names for the New Career and Technical Education Facility Naming Committee were gathered, and each nominee was contacted to ascertain his/her interest and availability to serve on the naming

committee. The following nominees expressed their interest and availability to serve on the naming committee.

- Rene Earls
- John Landgraf

As two members are appointed by the Board, the administration recommends that these two nominees be approved as the Board's appointments for membership on the New Career and Technical Education Facility Naming Committee.

Administrative Recommendation:

Approval of the two nominees for membership on the New Career and Technical Education Facility Naming Committee.

NAMING FACILITIES

CW
(LOCAL)

Guidelines

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

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

Recommendation Process

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

Committee

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

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

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

NAMING FACILITIES

CW
(LOCAL)

Board Decision

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



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent – District Operations

SUBJECT: DISCUSSION OF, AND REQUEST FOR APPROVAL, TO DELEGATE AUTHORITY TO THE SUPERINTENDENT TO NEGOTIATE AND EXECUTE INDIVIDUAL JOB ORDERS UNDER THE APPROVED JOB ORDER CONTRACTS FOR THE BOND 2023 PRIORITY 1 & 2 CONSTRUCTION WITH THE LISTED GENERAL CONTRACTORS AT THE SPECIFIED COST

DATE: November 18, 2025

Pursuant to Texas Government Code Section 2269.053(a) and Board Policy CV (LEGAL), the administration recommends that the Board of Trustees hereby delegate to the Superintendent the authority to negotiate the terms of, and execute, multiple job orders or work orders under the Job Order Contracts (AIA Document A121 Master Agreement Between Owner and Contractor) previously approved by the Board, for the cost of construction as being approved by the Board. The Board of Trustees also delegates to the Superintendent the authority to approve changes to the scope of work where such changes are within the Owner's contingency, and which do not exceed 10 percent of the estimated cost of work. Any such change shall be confirmed in writing between the Contractor and the Superintendent, and notice of such approved changes shall be given to the Board at its next regular meeting. The job orders are as follows:

- Bond 2023 Priority 1 & 2 job order at Zavala ES for Henthorn Commercial Construction with an estimated cost of \$1,571,512.95
- Bond 2023 Priority 1 & 2 job order at San Jacinto ES for WR Construction with an estimated cost of \$1,302,033.45
- Bond 2023 Priority 1 & 2 job order at Sam Houston ES for Amstar, Inc. with an estimated cost of \$1,683,486.73

- Bond 2023 Priority 1 & 2 job order at Reagan ES for Lopez & Sons, Inc. with an estimated cost of \$1,271,650.45
- Bond 2023 Priority 1 & 2 job order at Alamo ES for LMC Construction with an estimated cost of \$1,102,146.20
- Bond 2023 Priority 1 & 2 job order at Ross ES for Henthorn Commercial Construction with an estimated cost of \$842,412.95
- Bond 2023 Priority 1 & 2 job order at Fly ES for Amstar, Inc. with an estimated cost of \$1,102,312.95
- Bond 2023 Priority 1 & 2 job order at the Alternative Education Center, Crockett MS, and Food Service for Lopez & Sons, Inc. with an estimated cost of \$741,750.00
- Bond 2023 Priority 1 & 2 job order at Cameron ES for LMC Construction with an estimated cost of \$952,893.45
- Bond 2023 Priority 1 & 2 job order at Burnet ES for WR Construction with an estimated cost of \$848,036.45
- Bond 2023 Priority 1 & 2 job order at Gonzales ES and Bowie MS for Teinert Construction with an estimated cost of \$529,612.95
- Bond 2023 Priority 1 & 2 job order at Blackshear ES for Teinert Construction with an estimated cost of \$648,141.39
- Bond 2023 Priority 1 & 2 job order at Buice ES for WR Construction with an estimated cost of \$20,125
- Bond 2023 Priority 1 & 2 job order at Milam ES for Henthorn Commercial Construction with an estimated cost of \$62,528.95
- Bond 2023 Priority 1 & 2 job order at EK Downing ES for LMC Construction with an estimated cost of \$11,500
- Bond 2023 Priority 1 & 2 job order at Buddy West ES for Lopez & Sons, Inc. with an estimated cost of \$31,337.50
- Bond 2023 Priority 1 & 2 job order at Carver ES for Amstar, Inc with an estimated cost of \$67,600.45
- Bond 2023 Priority 1 & 2 job order at Nimitz MS for LMC Construction with an estimated cost of \$2,420,346.29
- Bond 2023 Priority 1 & 2 job order at New Tech Odessa for WR Construction with an estimated cost of \$1,400,398.70
- Bond 2023 Priority 1 & 2 job order at Permian High School for Teinert Construction with an estimated cost of \$1,224,654.95
- Bond 2023 Priority 1 & 2 job order at Goliad ES for Lopez & Sons, Inc. with an estimated cost of \$1,794,141.45
- Bond 2023 Priority 1 & 2 job order at Bonham MS for Henthorn Commercial Construction with an estimated cost of \$2,056,574.97

- Bond 2023 Priority 1 & 2 job order at Wilson & Young MS for Amstar, Inc with an estimated cost of \$4,344,128.45
- Bond 2023 Priority 1 & 2 job order at Austin ES for Henthorn Commercial Construction with an estimated cost of \$81,112.95

Administrative Recommendation:

That the Board of Trustees hereby delegates to the Superintendent the authority to negotiate the terms of, and execute, job orders or work orders under the Job Order Contracts previously approved by the Board for the cost of construction as being approved by the Board. The Board of Trustees also delegates to the Superintendent the authority to approve changes to the work where such changes are within the Owner's contingency, and which do not exceed 10 percent of the cost of work.

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Alamo Elementary.

- **Purpose:** LMC Corporation is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing Sealant
 - Plumbing- Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 1,102,146.20**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - LMC Corporation

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Austin Elementary- Summer 2025

- **Purpose:** Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Austin Elementary School:
 - Waterproofing Sealant
 - Fire & Life Safety
 - Plumbing - Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$81,112.95
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Henthorn Commercial Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcounttyisd.org



BuyBoard Contract #783-25 – Job Order Contracting (JOC) (RS Means) for Trades

- Blackshear Elementary School
- **Purpose:** Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Wall Repair- Exterior
 - Waterproofing
 - ADA Compliance
 - Plumbing - Sanitary Sewer
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
- **Total Costs: \$ 648,141.39**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Teinert Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Bonham Middle School

- **Purpose:** Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Bonham Middle School:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical
 - Plumbing- Sanitary Sewer
 - Plumbing- Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$2,056,574.97
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Henthorn Commercial Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Buice Elementary School

- **Purpose:** WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Buice Elementary School:
 - Fire & Life Safety
 - ADA Compliance

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$20,125
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - WR Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountysd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Burnet Elementary.

- **Purpose:** WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing Sealant
 - ADA Compliance
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 848,036.45**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - WR Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Cameron Elementary.

- **Purpose:** LMC Corporation is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Wall Repair - Exterior
 - Waterproofing
 - ADA Compliance
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 952,893.45**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
 - LMC Corporation

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Carver Elementary School

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Carver Elementary School:
 - Wall Repair- Exterior
 - Waterproofing Sealant
 - Fire & Life Safety
 - ADA Compliance
 - Plumbing- Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$67,600.45
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Amstar, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – EK Downing Elementary School

- **Purpose:** LMC Corporation is the general contractor that will be completing the following priority 1 and 2 renovation tasks at EK Downing Elementary School:
 - Fire & Life Safety
 - ADA Compliance

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$11,500
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - LMC Corporation

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Goliad Elementary School

- **Purpose:** Lopez & Sons, Inc is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Goliad Elementary School:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical
 - Plumbing- Sanitary Sewer
 - Plumbing- Domestic Water

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$1,794,141.45
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lopez & Sons, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26:

- Alternative Education Center
- Crockett Middle School
- Food Service

- **Purpose:** Lopez & Sons, Inc is the general contractor that will be completing the following priority 1 and 2 renovation tasks at schools listed above:
 - HVAC- Mechanical
 - Electrical Distribution/Electrical Gear
 - ADA Compliance
 - Waterproofing
 - Plumbing- Sanitary Sewer
 - Plumbing- Domestic

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 741,750.00**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lopez & Sons, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Milam Elementary School

- **Purpose:** Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Milam Elementary School:
 - Waterproofing Sealant
 - Fire & Life Safety
 - ADA Compliance

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$62,528.95
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Henthorn Commercial Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Murry Fly Elementary School

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Murry Fly Elementary School:
 - Waterproofing Sealant
 - Electrical Gear
 - Plumbing – Sanitary
 - Plumbing – Domestic Water Valves
 - ADA Compliance

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$1,102,312.95
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Amstar, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – New Tech Odessa

- **Purpose:** WR Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at New Tech Odessa:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$1,400,398.70
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - WR Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcounttyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Nimitz Middle School

- **Purpose:** LMC Corporation is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Nimitz Middle School:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$2,420,346.29
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - LMC Corporation

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountysisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Permian High School

- **Purpose:** Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Permian High School:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical
 - Plumbing - Fixtures
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$1,224,654.95
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Teinert Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Reagan Elementary.

- **Purpose:** Lopez & Sons, Inc is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing
 - ADA Compliance
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 1,271,650.45**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lopez & Sons, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Ross Elementary.

- **Purpose:** Henthorn Commercial Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing Sealant
 - Electrical Distribution
 - ADA Compliance
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 842,412.95**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Henthorn Commercial Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Sam Houston Elementary.

- **Purpose:** Amstar, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing
 - Electrical Distribution
 - ADA Compliance
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 1,683,486.73**
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Amstar, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at San Jacinto Elementary.

- **Purpose:** WR Construction, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Waterproofing
 - ADA Compliance
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 1,302,033.45**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
 - WR Construction, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



BuyBoard Contract #783-25 – Job Order Contracting (JOC) (RS Means) for Trades

- Bowie Middle School
- Gonzales Elementary School
- **Purpose:** Teinert Construction is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Electrical Distribution
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer
 - ADA Compliance
 - Waterproofing Sealant
- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.
- **Total Costs: \$ 529,612.95**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
 - Teinert Construction

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – West Elementary School

- **Purpose:** Lopez & Sons, Inc. is the general contractor that will be completing the following priority 1 and 2 renovation tasks at West Elementary School:
 - Fire & Life Safety
 - ADA Compliance

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$31,337.50
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Lopez & Sons, Inc.

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 – Wilson & Young Middle School

- **Purpose:** Amstar, Inc is the general contractor that will be completing the following priority 1 and 2 renovation tasks at Wilson & Young Middle School:
 - Fire & Life Safety
 - ADA Compliance
 - Electrical Distribution/Gear
 - Waterproofing/sealant
 - HVAC Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Cost:** \$4,344,128.45
- **Funding Source:** 693/Bond Funds
- **Recommended Supplier/Service Provider:**
 - Amstar, Inc

Board Approval

Date

Exalander Magallan

Director of District Operations

(432) 456-9659

802 N. Sam Houston

Odessa, TX 79761

Exalander.Magallan@ectorcountyisd.org



RFP #24-31 – Job Order Contracting Services for General Construction – Job Packages for 25-26 at Zavala Elementary.

- **Purpose:** Henthorn is the general contractor that will be completing the following priority 1 and 2 renovation tasks:
 - Wall Repair Exterior
 - Waterproofing
 - ADA Compliance
 - HVAC- Mechanical
 - Plumbing - Domestic Water
 - Plumbing - Sanitary Sewer

- **Background Info:** As part of the ECISD 2023 Bond Package, the district has a number of priority 1 and 2 renovation tasks that must be completed. The district has a pool of contractors approved to be assigned these tasks for each campus.

- **Total Costs: \$ 1,571,512.95**
- **Funding Source: 693/Bond Funds**
- **Recommended Supplier/Service Provider:**
 - Henthorn Commercial Construction

Board Approval

Date

DRAFT AIA® Document A221™ - 2018

Work Order for use with Master Agreement Between Owner and Contractor

WORK ORDER number « » made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

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

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

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

« »
« »
« »
« »

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

« »
« »
« »

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

Parkhill
1700 W Wall Street, Suite 100
Midland, Texas 79705
432.697.1447
www.parkhill.com

THE CONTRACT

This Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Contractor dated the « » day of « » in the year « » form the Contract.

The Owner and Contractor 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.

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

This document provides the Contractor's scope of Work, and related information, and is intended to be used with AIA Document A121™-2018, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE WORK OF THIS WORK ORDER**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 INSURANCE AND BONDS**
- 6 PARTY REPRESENTATIVES**
- 7 ENUMERATION OF CONTRACT DOCUMENTS**

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall fully execute the Work described in the Contract Documents enumerated in Article 7 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- The date of this Work Order.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be the first business day after the Contractor’s receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect until the Work Order has been signed by the Contractor and signed by the Owner’s authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance.

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

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date:

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

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

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.6.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

§ 3.1.1 The Contract Sum contains an Owner’s Contingency in the amount of \$ _____ (10% of Construction Cost). This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner’s authorized representative may approve any expenditure from Owner’s Contingency without further Board of Trustees approval. If the Owner’s Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.

§ 3.2 Stipulated Sum

§ 3.2.1 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ 3.2.3 Unit prices, if any:

(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ 3.2.4 Allowances, if any, included in the Stipulated Sum:

(Identify each allowance.)

Item	Price
<input type="text"/>	<input type="text"/>

§ 3.3 Cost of the Work plus Contractor’s Fee

§ 3.3.1 The Cost of the Work is as defined in AIA Document A121™– 2018 Exhibit A, Determination of the Cost of the Work.

§ 3.3.1.1 The following costs are subject to the Owner’s prior approval:

<< >>

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

<< >>

§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.1.1 The following costs are subject to the Owner's prior approval:

<< >>

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

<< >>

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

<< >>

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

<< >>

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price Per Unit (\$0.00)

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

<< >>

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents

and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.6 Liquidated damages, if any: It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion and Final Completion of the Project, and Owner shall sustain actual and direct damages as a result of Contractor's failure, neglect or refusal to achieve said deadlines. The Contractor is subject to liquidated damages, as specified in this Agreement, if the Work is not completed by the date of Substantial Completion or the date of Final Completion. The Owner may deduct from the Final Payment made to the Contractor the sum of \$ 500 per day for each and every additional calendar day beyond the agreed date of Substantial Completion. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$ 500 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

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

§ 4.5.2 Final Completion. In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor's failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and

additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$500 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

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

ARTICLE 4 PAYMENTS

§ 4.1 Payments shall be in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all payment terms that differ from those set forth in the Master Agreement, such as period covered by each Application for Payment or date upon which each Application for Payment is due.)

« »

§ 4.2 Retainage will be withheld in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all retainage terms that differ from those set forth in the Master Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)

« »

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 Insurance shall be in accordance with Article 15 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

« »

§ 5.2 In addition to insurance requirements in the Master Agreement, the Contractor shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Contractor, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

§ 5.3 [Intentionally Deleted]
 § 5.4 [Intentionally Deleted]
 § 5.5 [Intentionally Deleted]

§ 5.6 The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Work Order.

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 6.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

§ 7.1 The Contract Documents are defined in Section 5.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ 7.1.1 This Work Order

§ 7.1.2 The Master Agreement

§ 7.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 7.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

<< >>

Section	Title	Date	Pages

§ 7.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Work Order.)

<< >>

Number	Title	Date

§ 7.1.6 The Addenda, if any:

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

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 7.1.7 Additional documents, if any, forming part of the Contract Documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

«All sections of the Project Manual and Construction Documents »

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

OWNER *(Signature)*

« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »

(Printed name and title)



DRAFT AIA® Document A121™ – 2018

Exhibit A

Determination of the Cost of the Work

ARTICLE A.1 COSTS TO BE REIMBURSED

§ A.1.1 Cost of the Work

§ A.1.1.1 The term Cost of the Work shall mean the following direct, actual and verifiable costs reasonably and necessarily incurred by the Contractor in the proper performance of the Work, except those costs compensated as general conditions under § A.1.1.3 below.

§ A.1.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior written approval, the Contractor shall obtain such approval in writing prior to incurring the cost. Any costs subject to the Owner's prior written approval and not already set forth in this Article A.1 shall be identified in the Work Order to which those costs relate.

§ A.1.1.3 General Conditions. All charges, if any, for general conditions (costs to be reimbursed) shall be delineated separately in the Work Order, and may include only the following: on-site Project Manager; on-site Project and Site Superintendents; on-site Assistant Superintendents; minor work that may be included in the general conditions as allowed by Texas Government Code Section 2269.255; office trailer expenses; on-site sanitary facilities; project sign; safety/first aid; on-site technology; temporary water and power; project site office supplies and office equipment; plan reproduction; construction photographs; dumpsters; final clean-up; equipment rental; fuel; small tools; and items described in more detail below.

§ A.1.2 Labor Costs

§ A.1.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform any portion of the construction of the Work at the site or, with the Owner's prior written approval, at off-site workshops, to the extent allowed by Texas Government Code Sections 2269.255 or 2269.275.

§ A.1.2.2 *[Intentionally deleted.]*

§ A.1.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and, to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.

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

« To be listed in Assumptions & Clarifications Attachment to the Contract »

§ A.1.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.

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.

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ A.1.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for employment-related taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.1.2, to the extent not compensated under general conditions.

§ A.1.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ A.1.3 Subcontract Costs

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

§ A.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.1.4.1 Costs, including transportation and Owner-approved storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.1.4.2 Costs of materials described in the preceding Section A.1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.1.5.1 Except for items included as general conditions, costs of transportation, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ A.1.5.2 *[Intentionally deleted.]*

§ A.1.5.3 To the extent not compensated under general conditions, costs of removal of debris from the site of the Work and its proper and legal disposal, other than final clean-up.

§ A.1.5.4 To the extent not compensated under general conditions, costs of the Contractor's site office, including general office equipment and supplies.

§ A.1.6 Miscellaneous Costs

§ A.1.6.1 To the extent not compensated under general conditions, premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to the Contract.

§ A.1.6.1.1 *[Intentionally deleted.]*

§ A.1.6.1.2 *[Intentionally deleted.]*

§ A.1.6.2 Sales, use or similar taxes imposed by a governmental authority for materials that are related to the Work, but not incorporated into the Work, and for which the Contractor is liable and Owner is not exempt. Contractor shall be obligated to take reasonable care to obtain all applicable tax exemptions.

§ A.1.6.3 Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Contract Documents to pay.

§ A.1.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Article 17 of the Master Agreement or by other provisions of the Contract Documents and paid by the Contractor.

§ A.1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

§ A.1.6.5.1 *[Intentionally deleted.]*

§ A.1.6.6 *[Intentionally deleted.]*

§ A.1.6.7 *[Intentionally deleted.]*

§ A.1.6.8 Deposits lost for causes directly resulting from the Owner's negligent or wrongful actions or decisions.

§ A.1.6.9 *[Intentionally deleted.]*

§ A.1.6.10 *[Intentionally deleted.]*

§ A.1.6.11 *[Intentionally deleted.]*

§ A.1.7 Other Costs and Emergencies

§ A.1.7.1 Other costs incurred in the performance of the Work, to the extent same are not compensated under general conditions, are directly attributable to and required for the Work, and are approved by the Owner.

§ A.1.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.1.7.3 *[Intentionally deleted.]*

§ A.1.8 Related Party Transactions

§ A.1.8.1 For purposes of this Section A.1.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate or other entity having common ownership of, or sharing common management with the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds any equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person who has the right to control the business or affairs of the Contractor.

§ A.1.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article A.4. If the Owner fails or refuses to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article A.4.

ARTICLE A.2 COSTS NOT TO BE REIMBURSED

§ A.2.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section A1.2.2;
- .2 *[Intentionally deleted.]*
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article A.1;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contractor by, the Contractor, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article A.1;

- .8 Where a Guaranteed Maximum Price is part of this Agreement, costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Delay damages or claims, unless caused by the negligence or wrongful conduct of the Owner;
- .10 Storage costs, unless with prior written Owner approval;
- .11 All costs intentionally excluded in Article A.1 above, including all subsections; and
- .12 All items included in general conditions under either Section A.1.1.3 above or the Construction Manager's Fee (if applicable).

ARTICLE A.3 DISCOUNTS, REBATES AND REFUNDS

§ A.3.1 Contractor shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work, and which conform to the Contract Documents, which discounts, rebates, and refunds shall accrue to the benefit of the Owner. Cash Discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ A.3.2 Amounts that accrue to the Owner in accordance with Section A.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE A.4 SUBCONTRACTS AND OTHER AGREEMENTS

§ A.4.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers and, in consultation with the Architect, object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ A.4.2 When the Contractor has provided a Guaranteed Maximum Price, and a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.4.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Master Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article A.5.

ARTICLE A.5 ACCOUNTING RECORDS

§ A.5.1 The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors, and other representatives shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda and other data relating to the Contract. The Contractor shall preserve these records, for a period of ten (10) years

after the date of Final Completion, or for such longer period as may be required by law.

§ A.5.2 When the Contractor believes that all the Work required by a Work Order has been fully performed, the Contractor shall deliver to the Owner a final accounting of the Cost of the Work.

§ A.5.3 The Owner's auditors or other representatives will review and report in writing on the Contractor's final accounting within 60 (sixty) days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors or other representatives' report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 3.2.1 of the Master Agreement have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors or other representatives, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 13.4.3 of the Master Agreement. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ A.5.4 If the Owner's auditors' or other representatives' report concludes that the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to proceed in accordance with Article 19 in the Master Agreement without a further decision of the Architect. Unless otherwise agreed in the Contract Documents, a demand for mediation or other dispute resolution as provided in the Contract Documents, of the disputed amount shall be made by the Contractor within the timeline established in Article 19 of the Master Agreement, after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. If the Contractor fails to request mediation within this 30-day period, the substantiated amount reported by the Owner's auditors or other representatives shall become binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount, if any, determined by the Owner's auditors to be due the Contractor.

§ A.5.5 The amount of the final payment shall be calculated as follows:

- .1 Begin with the actual Cost of the Work substantiated by the Contractor's final accounting, which includes deductions for all discounts and unused contingencies, and construction savings achieved in the Cost of the Work, if applicable.
- .2 Add the actual expended general conditions substantiated by the Contractor's final accounting, which includes savings to the Owner for unused general conditions.
- .3 Subtract amounts, if any, for which Architect or Owner disputes, refuses or withholds payment, if any.
- .4 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then subtract all such liquidated damages, amounts and fees.
- .5 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, then subtract such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.
- .6 Subtract all previous payments made by the Owner.
- .7 If the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Contractor shall reimburse the difference to the Owner, plus interest as allowed by law.

§ A.5.6 If, subsequent to final payment and at the Owner's prior written request, the Contractor incurs costs in connection with the correction of defective or non-conforming Work that is not the fault of the Contractor or arising from the resolution of a dispute as described in Article A.1, Costs to be Reimbursed, and that are not excluded by Article A.2, Costs Not to be Reimbursed, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings, the amount of such savings

shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

TELBAR

DRAFT AIA® Document A121™ - 2018

Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

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

Ector County Independent School District
802 N. Sam Houston
Odessa, Texas 79761
432.456.0000
www.ectorcountyisd.org

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

« »« »
« »
« »
« »

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

WHEREAS Owner and Contractor have agreed to enter into AIA Document A121-2018 Agreement ("Contract") as the basic form for that contract; and

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

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.

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

This document does not contain a description of the Contractor's scope of Work or establish payment terms or the dates of commencement of the Work or Substantial Completion. This document is intended to be used in conjunction with AIA Document A221™-2018, Work Order for use with Master Agreement Between Owner and Contractor.



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
2	WORK ORDERS
3	PAYMENTS
4	DISPUTE RESOLUTION
5	GENERAL PROVISIONS
6	OWNER
7	CONTRACTOR
8	ARCHITECT
9	SUBCONTRACTORS
10	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
11	CHANGES IN THE WORK
12	TIME
13	PAYMENTS AND COMPLETION
14	PROTECTION OF PERSONS AND PROPERTY
15	INSURANCE AND BONDS
16	CORRECTION OF WORK
17	MISCELLANEOUS PROVISIONS
18	TERMINATION
19	CLAIMS AND DISPUTES
20	SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above (“Date of this Master Agreement”).

§ 1.2 This Master Agreement shall apply to all Work Orders agreed to by the parties within the term of this Master Agreement until completion of the Work Order. In the event of a conflict between terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Work provided pursuant to the Work Order.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Work Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner’s behalf with respect to this Master Agreement:

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 1.4.1 In each Work Order, the Owner will identify a representative authorized to act on the Owner’s behalf with respect to the Work Order.

§ 1.5 The Contractor identifies the following representative authorized to act on the Contractor’s behalf with respect to this Master Agreement:

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 1.5.1 In each Work Order, the Contractor will identify a representative authorized to act on behalf of the Contractor with respect to the Work Order.

ARTICLE 2 WORK ORDERS

§ 2.1 The Owner is not required to issue any Work Orders under this Master Agreement.

§ 2.2 The Contractor may decline to accept any Work Order issued by the Owner.

§ 2.3 The Contractor shall execute the Work set forth in each agreed upon Work Order, consisting of AIA Document A221-2018, Work Order, or such other document as the Owner and Contractor may mutually agree upon. Each Work Order shall state the name, location, and detailed description of the Project; identify the Architect; state the Contract Time; state the Contract Sum; describe the Work; and enumerate the Contract Documents.

§ 2.4 The Owner shall make the Contract Documents available to the Contractor prior to execution of the Work Order, and thereafter, upon request. The Owner may charge the Contractor for the reasonable cost to reproduce the Contract Documents provided to the Contractor.

ARTICLE 3 PAYMENTS

§ 3.1 Contract Sum and Progress Payments

§ 3.1.1 Each Work Order shall include a Contract Sum. The Owner shall pay the Contractor the Contract Sum in current funds in accordance with each individual Contract. Where the Contract Sum is based on the Cost of the Work under Section 3.3 or 3.4 of the Work Order, the Cost of the Work is defined in Exhibit A, Determination of the Cost of the Work.

§ 3.1.2 Applications for Payment will be submitted individually for each Contract.

§ 3.1.3 After the Architect has issued a Certificate for Payment, the Owner shall make payment to Contractor for undisputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within 21 days if Owner disputes the Architect’s Certificate for Payment pursuant to Texas Government Code Section 2251.042 et seq., listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or its Surety from any obligations under the Contract Documents.

§ 3.1.4 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as set forth in the Work Order.

§ 3.1.5 The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within Forty-Five (45) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025

§ 3.1.6

Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided in this Agreement. The retainage shall be paid with the Final Payment. *(Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032).*

« »

§ 3.1.7 Undisputed Payments overdue and unpaid under the Contract Documents shall bear interest as provided by Texas Government Code Section 2251.025. Any such payment shall be deemed overdue on the thirty-first day after Owner received Architect's invoice or Contractor's completed Application for Payment for the Architect, whichever is later, if Owner's Board of Trustees meets more than once per month. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 3.2 Final Payment

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

- .1 the Contractor has fully performed the Work except for the Contractor's responsibility to correct non-conforming Work as provided in Section 16.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect in accordance with Section 13.7.1.
And
- .3 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 3.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after the Owner's Board of Trustees has voted to accept the Work and approve Final Payment. Owner, Architect, Contractor, and prime subcontractors, if applicable, shall certify compliance with all applicable school facility standards required in 19 TAC Section 61.1040 subsections (d) and (g)-(k), pursuant to 19 TAC Section 61.1040(f).

§ 3.2.3 The making of final payment shall not constitute a waiver of any Claims by the Owner.

« »

ARTICLE 4 DISPUTE RESOLUTION

§ 4.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 19.5, the method of binding dispute resolution shall be as follows:

[] Litigation in a court of competent jurisdiction

ARTICLE 5 GENERAL PROVISIONS

§ 5.1 The Work

The term “Work” means the construction and services required by the Contract Documents enumerated in a Work Order, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Work Order and related Contract. The Work may constitute the whole or a part of the Project identified in a particular Work Order. The Work includes all of Contractor’s responsibilities as to all labor, parts, supplies, skill, supervision, transportation services, storage requirements, and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract Documents and the Construction Documents and all other items of cost or value needed to produce, construct and fully complete the public Work identified by the Contract Documents and the Construction Documents. 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 AIA Document B101-2017. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and which shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents

§ 5.2 The Contract Documents

The Contract Documents are enumerated in each Work Order and consist of this Master Agreement as amended; the Work Order executed by the Owner and Contractor (including, if applicable, Supplementary and other Conditions applicable to the Work Order); all sections of the Project Manual and Construction Documents, Drawings, Specifications, and Addenda issued in connection with the Work Order; other documents listed in the Work Order; and Modifications issued after execution of the Work Order. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any reference to Contract Documents herein shall include the Construction Documents, and any other documents included in the Contract Documents, as amended and/or supplemented for this Project.

§ 5.3 The Contract

The Contract Documents for each Work Order form a separate Contract for construction of the Work (“The Contract”). The Contract represents the entire and integrated agreement between the parties hereto for construction of the Work and supersedes prior negotiations, representations or agreements, either written or oral. A Contract may be amended or modified only by a written Modification signed by Contractor, approved by Owner’s Board of Trustees, and signed by the representative of the Owner’s Board of Trustees who is authorized to sign contracts. As a material consideration for the making of the Contract, modifications to the Contract shall not be construed against the maker of said modifications. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

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

§ 5.4 Construction Documents

Construction Documents include representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Construction Documents includes 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.

§ 5.5 Ownership and Use of Drawings, Specifications and Other Construction Documents

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

§ 5.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use and reproduce the Construction Documents provided to them, subject to the protocols established pursuant to Sections 5.6 and 5.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Construction Documents. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Construction Documents on other projects or for additions to a Project outside the scope of a Contract without the specific written consent of the Owner, Architect and the Architect's consultants. All copies of the Construction Documents, except the Contractor's record set, shall be returned or suitably accounted for to the copyright holder upon completion of the Work.

§ 5.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 5.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 5.8 Severability

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

§ 5.9 Notice

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

§ 5.10 Relationship of the Parties

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

ARTICLE 6 OWNER

§ 6.1 Information and Services Required of the Owner

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

§ 6.1.2 The Owner shall furnish all necessary surveys and a legal description of sites referenced in a Work Order. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee or warrant the accuracy of

surveys provided, including the locations of utility lines, cables, pipes or pipelines, or the presence or absence of easements.

§ 6.1.3 [Intentionally Deleted]

§ 6.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 7.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 6.2 Owner's Right to Stop the Work

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

§ 6.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. The Architect shall, pursuant to Section 13.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's and other consultant's additional services, if any, made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, then the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, then the Contractor may file a Claim pursuant to Article 19.

ARTICLE 7 CONTRACTOR

§ 7.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 7.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 6.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically

provided in the Contract Documents. Contractor shall not perform any Work involving an error, inconsistency, or omission without further instructions to Contractor or revised Construction Documents from the Architect.

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

§ 7.2 Supervision and Construction Procedures

§ 7.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 7.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying or possessing weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with students and employees, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and employees. All areas of campus, other than the defined construction area, shall be off limits to Contractor's forces, unless their work assignment specifies otherwise. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out the Work. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's and Subcontractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate removal of the offending employee from all construction on any of Owner's property. Repeated removal of Contractor's or Contractor's subcontractor's forces, or one serious infraction, shall constitute a substantial breach of the Agreement justifying the immediate termination by Owner pursuant to Article 18. Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense. Contractor shall follow, and shall require all employees, agents or subcontractors to follow, the tree ordinance of the municipality in which the Project is located. In addition, if not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work. Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

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

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

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

- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used.

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

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

§ 7.3 Labor and Materials

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

§ 7.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 7.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 7.3.4 Criminal History Checks

§ 7.3.4.1 So that Owner can obtain the national criminal history record information required by Texas Education Code Section 22.08341 on all "covered employees" (as defined in Section 9.3.4.3) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work, Contractor shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Contractor's submission will include the employee's written authorization for Owner to obtain such criminal history information. Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the

criminal history information to Contractor. Contractor shall reimburse Owner for Owner's costs incurred in obtaining the criminal history information.

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

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

§ 7.3.5 Prevailing Wage Rates

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

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

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

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

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

§ 7.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that Contractor shall perform the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard. All material shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform; and jointing of materials shall be flush and level, unless otherwise directed in writing by the Architect. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, (unless such maintenance is Contractor's responsibility), improper operation or normal wear and tear under normal usage, but such exclusions shall only apply after Owner has taken occupancy of the damaged or defective point of the Project. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 13.6.3. Notwithstanding anything in the Contract Documents to the contrary, Owner and Contractor expressly agree that the warranties stated herein shall mean the individual warranties associated with each particular Work within the Project, and each such individual warranty shall run from the applicable Work's Final Completion date (unless otherwise expressly provided in the applicable Contract Documents for that particular Work). Contractor's express warranty is in addition to, and not in lieu of, Owner's other available remedies. All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms for delivery to the Owner. The warranties set out in this Subparagraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or expressed or implied under applicable law.

§ 7.5 Taxes

Owner is an exempt entity under the tax laws of the State of Texas. Texas Tax Code § 151.309; 34 TAC § 3.322. The Owner represents that this Project is eligible for exemption from the State Sales Tax on tangible personal property and material incorporated in the Project, provided that the Contractor fulfills the requirements of the Texas Tax Code § 151.309, § 151.310, § 151.311 and 34 TAC § 3.291; 3.287. For the purpose of establishing exemption, it is understood and agreed that the Contractor may be required to segregate materials and labor costs at the time a Contract is awarded. Contractor will accept a Certificate of Exemption from the Owner, pursuant to Texas Tax Code § 151.054(e); § 151.155; and 34 TAC § 3.287. Contractor shall obtain Certificates of Resale from Contractor's suppliers. Texas Tax Code § 151.154, 34 TAC § 3.285. Failure of Contractor or any Sub-Contractor to obtain Certificates of Resale from their suppliers shall make the Contractor or Sub-Contractor responsible for absorbing the tax, without compensation from Owner. Contractor shall pay all necessary local, county and state taxes, income tax, compensation tax, social security and withholding payments as required by law. **CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS.**

§ 7.6 Permits, Fees, Notices, and Compliance with Laws

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

§ 7.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. In addition, Contractor shall authorize posting of any notices required of Owner pursuant to Texas Business and Commerce Code, Section 16.0001, or any notices concerning the Workers Compensation insurance carried by other parties involved in the Project, including without limitation, Architect, at the same location where Contractor posts notices regarding Workers Compensation. If applicable, the Contractor shall procure and obtain all bonds required of the

Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closings, traffic control, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work. If the Contractor performs Work when Contractor knows or reasonably should have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, the Contract Documents, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 7.7 Allowances

The Contractor shall include in the Contract Sum for each Work Order all allowances stated in the Contract Documents for that Work Order. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

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

§ 7.8 Contractor's Construction Schedules

§ 7.8.1 The Contractor, promptly after executing a Work Order, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work described in that Work Order. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 7.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect. The schedule shall not interfere with the operation of Owner's existing facilities and operations without Owner's prior written approval.

§ 7.9 Submittals

§ 7.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 7.9.2 [Intentionally Deleted.]

§ 7.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals. In the event that Contractor

retains a licensed design professional under the terms of this paragraph, Contractor shall require that the licensed design professional carry commercial general liability and errors and omissions insurance coverage in the same amounts and forms as required of the Architect on this Project. In the event that the licensed design professional retained by the Contractor will be conducting on-site services or observations, the licensed design professional shall also carry worker's compensation insurance and comprehensive automobile liability in the same amounts and forms as required of the Architect on this Project.

§ 7.10 Use of Site

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

§ 7.10.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor. The Contractor and its subcontractors shall not erect any sign on the Project site without the prior written consent of the Owner.

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

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

§ 7.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly, provided, however, that any such cutting, fitting or patching can only be performed if the cutting, fitting or patching results in Work that is in accordance with the Construction Documents and Contract Documents. No cutting of structural elements will be permitted unless specifically approved in writing by Architect. Fitting and patching shall only be done with new products, and shall only be performed by those skilled in performing the original Work. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 7.12 Cleaning Up

The Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under a Contract. Contractor shall provide on-site containers for the collection of waste materials, debris and rubbish, and shall periodically remove waste materials, debris and rubbish from the Work and dispose of all such materials at legal disposal areas away from the site. All cleaning operations shall be scheduled so as to ensure that contaminants resulting from the cleaning process will not fall on newly-coated or newly-painted surfaces. Immediately after unpacking materials, all packing case lumber or other packing materials, wrapping or other like flammable waste shall be collected and removed from the building and premises. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project. In the event that any finish becomes defaced in any way by mechanics or workers, the Contractor or any of its Subcontractors shall clean and restore such surfaces to their original condition. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to seek reimbursement from the Contractor.

§ 7.13 Access to Work

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

§ 7.14 Royalties, Patents and Copyrights

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

§ 7.15 Indemnification

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

§ 7.15.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 7.15 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 7.15.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

§ 7.15.3 THE OBLIGATIONS OF THE CONTRACTOR UNDER THIS SECTION 7.15 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND AGENTS AND EMPLOYEES OF ANY OF THEM, CAUSED BY OR RESULTING FROM: (1) DEFECTS IN PLANS, DESIGNS, OR SPECIFICATIONS PREPARED, APPROVED, OR USED BY THE ARCHITECT OR ENGINEER; OR (2) NEGLIGENCE OF THE ARCHITECT OR ENGINEER IN THE RENDITION OR CONDUCT OF PROFESSIONAL DUTIES CALLED FOR OR ARISING OUT OF THE CONSTRUCTION CONTRACT AND THE PLANS, DESIGNS, OR SPECIFICATIONS THAT ARE A PART OF THE CONSTRUCTION CONTRACT; AND (3) ARISING FROM : (A) PERSONAL INJURY OR DEATH; (B) PROPERTY DAMAGE; OR (C) ANY OTHER EXPENSE THAT ARISES FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR AS OTHERWISE LIMITED BY TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 130.001 *ET SEQ.*

§ 7.15.4 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS IS PROVIDED IN SECTION 7.15.1 ABOVE. LIKEWISE, CONTRACTOR AGREES TO INDEMNIFY AND TO HOLD THE OWNER'S OTHER CONTRACTORS HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE TO THE SAME EXTENT AS PROVIDED IN SECTION 7.15.1 ABOVE.

§ 7.15.5 THE PROVISIONS OF SECTION 7.15 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT

§ 7.15.6 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 7.15, 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.

§ 7.15.7 It is understood and agreed that Subparagraph 7.15.1 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 7.15.8 THE OWNER MAY CAUSE ANY OTHER CONTRACTOR WHO MAY HAVE A CONTRACT WITH THE OWNER TO PERFORM CONSTRUCTION OR INSTALLATION WORK IN THE AREAS WHERE WORK WILL BE PERFORMED UNDER THIS AGREEMENT, TO AGREE TO INDEMNIFY AND TO HOLD THE OWNER AND THE CONTRACTOR HARMLESS FROM ALL CLAIMS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (INCLUDING THE WORK ITSELF) INCLUDING LOSS OF USE, TO THE SAME EXTENT AS PROVIDED IN SUBPARAGRAPH 7.15.1 ABOVE.

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

ARTICLE 8 ARCHITECT

§ 8.1 The Owner shall retain an Architect to perform the services enumerated in this Article 8 and as described elsewhere in this Master Agreement. If an Architect is not required by law, or otherwise not engaged on the Project, the Owner shall perform such services.

§ 8.2 The Architect listed on each Work Order will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until final payment is due, and, with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Article 16. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract Documents, or as they may be amended in the future.

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

§ 8.4 The Architect or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's authorized representative or when necessary to protect Owner's interest), and at other intervals appropriate to the stage of the Contractor's operations to inspect the progress, quantity and quality of the work completed, to reject any observed nonconforming Work, and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Construction Documents and the Contract Documents and on time. Furthermore, a minimum of

two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor's project manager and/or Owner's authorized representative, 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. Contractor shall not close or cover said Work until said observations have occurred. Contractor or Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and Owner. On the basis of the on-site observations by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work, through Architect's field reports, and shall guard Owner against defects and deficiencies in the Work. Architect shall promptly notify Owner and Contractor orally regarding any defect or nonconforming Work, which shall be followed by notice in writing of defects or nonconforming Work noted and corrective actions taken or recommended. The Architect, however, shall not have control over or responsibility for the Contractor's construction means, methods, techniques, sequences, procedures, or safety programs, but this does not relieve Architect of Architect's responsibilities under this Agreement. Any services by Contractor made necessary by Contractor's construction defect or nonconforming Work shall be performed at no additional cost to Owner.

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

§ 8.6 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 8.7 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 8.8 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 8.9 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 8.10 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 9 SUBCONTRACTORS

§ 9.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at a Project site.

§ 9.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after execution of a Work Order, shall notify the Owner and Architect in writing of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within 14 (fourteen) days after receipt of the Contractor's list of Subcontractors and suppliers. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection. All subcontractors shall be procured in accordance with Texas Education Code Chapter 44, Subchapter B, and Texas Government Code Chapter 2269, as applicable. A notice of no reasonable objection shall in no way relieve the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents. The Contractor shall be fully responsible for the performance of its subcontractors, including those recommended or approved by the Owner. If the Owner or

Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. When the parties agree on a proposed substitute Subcontractor, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 9.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

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

§ 9.5 Notice of Subcontractor Default

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

ARTICLE 10 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 10.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to a Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. The Owner reserves the right to perform other non-Project-related construction work, maintenance and repair work, and school program operations at the site and near the site during the time period of the Work.

§ 10.2 The Contractor shall afford the Owner and the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 10.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a separate contractor.

ARTICLE 11 CHANGES IN THE WORK

§ 11.1 By appropriate written Modification, changes in the Work may be accomplished after execution of a Work Order. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

§ 11.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 11.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 11.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

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

§ 11.6 The total Contractor mark-up for overhead, profit, or fee for work performed by the Contractor's own forces shall not exceed 10% of the cost of the change in the Work. The total Contractor mark-up for overhead, profit or fee for supervision of work performed by subcontractors' forces shall not exceed 10% of the cost of the change in the Work. The total subcontractor mark-up for overhead, profit or fee for work performed by the subcontractor's forces shall not exceed 10% of the cost of the change in the Work. In no event shall total mark-up for overhead, profit or fee in any work which involves a subcontractor or one or more sub-subcontractors, regardless of who performs the work, exceed 20% of the total cost of the change in the Work.

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

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

ARTICLE 12 TIME

§ 12.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Work Order, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 12.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Final Completion of the Work.

§ 12.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 12.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 13.6.3. The date of Final Completion is the date certified by the Architect in accordance with Paragraph 13.7.1. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than 30 days after the date of Substantial Completion.

§ 12.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered by the Owner in the Work; (2) by fire, governmental actions, or adverse weather conditions not reasonably anticipatable and sufficiently documented, or (3) by other causes beyond the Contractor’s reasonable control, which the Architect and Owner determine may justify delay, then the Contract Time shall be extended for such reasonable time as the Architect and Owner may determine, subject to the provisions of Article 19.

§ 12.6 This Agreement does not permit the recovery of damages, including, without limitation, extended home office overhead expenses, general conditions, or other consequential damages, by the Contractor for delay or disruption or for extensions of time due to bad weather or acts of God. Contractor agrees that the only possible compensation for any delay is an extension of time.

ARTICLE 13 PAYMENTS AND COMPLETION

§ 13.1 Schedule of Values

§ 13.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to the Work Order, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

§ 13.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 13.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 13.2 [Intentionally Deleted]

§ 13.3 Applications for Payment

§ 13.3.1 Applications for Payment will be submitted individually for each Contract as set forth in this section 13.3.

§ 13.3.2 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 13.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require; shall reflect retainage; and include any revised cost control information required by Section 13.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor has not been invoiced by a Subcontractor or supplier, unless Contractor has self-performed the Work.

§ 13.3.2.1 Contractor agrees that, for purposes of Texas Government Code Sections 2251.021 and 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner’s receipt of the Certificate for Payment shall be construed as receipt of an invoice by the Owner, for purposes of Texas Government Code Sections 2251.021 and 2251.042.

§ 13.3.2.2 Until Final Completion of the Work, the Owner shall withhold retainage as provided in the Contract Documents, except that Owner shall not pay amounts for which the Architect refuses to certify payment, or the Owner refuses to pay, as provided herein in Article 7, as amended. The retainage shall be paid with the Final Payment. *(Note: if more than 5% is retained, under Texas law, then the retainage must be placed in an interest-bearing account, and the contractor must be paid the interest earned on the retainage upon completion of the Work. Texas Government Code Section 2252.032).*

§ 13.3.3 With each Application for Payment where the Contract Sum is based upon the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 13.3.4 Payments will be made on the basis of invoices for specific materials or equipment incorporated in the Work and specific materials or equipment (1) suitably stored at the site or (2) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

- .1 The location must be agreed to, in writing, by the Owner and Surety.
- .2 The location must be a bonded warehouse.
- .3 The Contractor's Surety must agree, in writing, to the amounts included in each Application for Payment.
- .4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the off-site storage area and reviewing the stored contents. Contractor acknowledges that Architect's time may be an Additional Service and shall compensate Architect directly for same upon request.
- .5 Payment shall not include any charges for overhead or profit on stored materials.
- .6 Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured and naming the specific materials or equipment stored and their location) and proof of delivery to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment until the materials or equipment are delivered to Owner's site or the agreed-upon off-site storage. Failure to follow these procedures shall result in nonpayment for storage of or insurance on stored materials and equipment. Failure to follow these procedures shall also result in nonpayment of materials and equipment until said materials and equipment are incorporated into the Work

§ 13.3.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. Neither Contractor nor any of its materialmen, laborers or Subcontractors shall have any lien rights against the Owner's lands, building funds, materials or other property. No materialmen, laborers or Subcontractors of the Contractor shall have any enforceable rights against the Owner on this Contract. Materialmen, laborers and Subcontractors of the Contractor may have rights under any Payment Bond provided by the Contractor, but cannot look to the Owner for any help in enforcement of those rights. **CONTRACTOR SHALL WAIVE, RELEASE, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH, OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 13.3.6 By signing each Application for Payment, the Contractor stipulates and certifies to the following: that the information presented is true, correct, accurate and complete; that the Contractor has made the necessary detailed

examinations, audits, and arithmetic verifications; that the submitted Work has been completed to the extent represented in the Applications for Payment; that the materials and supplies identified in the Applications for Payment have been purchased, paid for, and received; that the subcontractors have been paid as identified in the Applications for Payment or that Contractor has been invoiced for same; that Contractor has made the necessary on-site inspections to confirm the accuracy of the Applications for Payment; that there are no known mechanics' or materialmen's liens outstanding at the date of the Application for Payment; that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Payment Application; that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work; that the Payment Application includes only Work self-performed by Contractor or for which Contractor has been invoiced; and that releases from all Subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work performed and for which payment has been made by the Owner to the Contractor. Contractor understands that documents submitted to Owner become government documents under the laws of the State of Texas. Contractor further understands that falsification of Contractor's Application for Payment may constitute a violation of the penal laws of the State of Texas, including, but not limited to, Texas Penal Code Sections 32.46, 37.09, and 37.10, and may justify termination of Contractor's Contract with Owner. Contractor further understands and agrees that falsification of documents may entitle Owner to restitution as permitted by Texas law and these Contract Documents.

§ 13.4 Certificates for Payment

§ 13.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, carefully evaluate and review the Application for Payment and, when appropriate, return the Application for Payment to the Contractor if incomplete or inaccurate. If the Application for Payment is complete, then the Architect shall sign and either (1) certify and issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or (2) notify the Contractor and Owner in writing with a detailed statement of the Architect's reasons for withholding certification in whole or in part as provided in Section 13.4.3. Architect's written reasons for withholding certification shall be construed as the notice required by Texas Government Code Section 2251.042 *et seq.* Owner may not withhold from payments more than 110% of the disputed amount. Owner shall provide certifications of payment for any of the Owner's separate consultants or contractors on Architect's prior written request

§ 13.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. Further, the issuance of the Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has carefully evaluated and certified that the amounts requested in the Application for Payment are valid and correct. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect in writing to the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 13.4.2.1 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner regarding the amount to be paid. This recommendation is not binding on the Owner if Owner knows of other reasons under the Contract Documents why payment should be withheld.

§ 13.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 13.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 13.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or,

because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 7.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- .8 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract time.

§ 13.4.4 The Architect may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payments to the Contractor, pertaining to one Contract to offset amounts in dispute under a separate Contract.

§ 13.4.5 When the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 13.4.3, in whole or in part, the Contractor may submit a Claim in accordance with Article 19.

§ 13.4.6 Pursuant to Texas Government Code Section 2251.051, if the Owner does not pay the Contractor any payment certified by the Architect, which is undisputed, due, and owing after the date the payment is due under the Contract Documents then the Contractor, upon ten (10) additional days' written notice to the Owner and Architect that payment has not been made and the Contractor intends to suspend performance for nonpayment, may stop the Work until payment of the undisputed amount owing has been received. If the Owner provides written notice to the Contractor that: 1) payment has been made; or 2) a bona fide dispute for payment exists, listing the specific reasons for nonpayment, then Contractor shall be liable for damages resulting from suspension of the Work. If a reason specified is that labor, services, or materials provided by the Contractor are not provided in compliance with the Contract Documents, then the Contractor shall be provided a reasonable opportunity to cure the noncompliance or to compensate Owner for any failure to cure the noncompliance. No amount shall be added to the Contract Sum as a result of a dispute between Owner and Contractor unless and until such dispute is resolved in Contractor's favor.

§ 13.4.7 If the Architect does not issue a Certificate for Payment within seven days after receipt of the Contractor's Application for Payment, through no fault of the Contractor, then the Contractor shall provide written notice to the Owner, and the Owner shall have fourteen (14) business days after receipt of such notice to provide or obtain a Certificate for Payment. If Owner fails to provide or obtain the Certificate for Payment, then the Contractor may, upon fourteen (14) additional business days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received.

§ 13.4.8 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, pursuant to the Contract, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, then the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

- .1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or
- .2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 13.5 Progress Payments

§ 13.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. In compliance with Texas Government Code Section 2251.022, the Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all bills for labor and materials performed and furnished by others in connection with the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor shall include a provision in each of its subcontracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder, and if the Owner so requests, shall provide to the Owner copies of such Subcontractor payments. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, then the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner. This Section is subject to the provisions of Texas Business and Commerce Code Chapter 56

§ 13.5.2 [Intentionally Deleted].

§ 13.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 13.5.4 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 13.5.5 Contractor shall not withhold as a retainage a greater percentage from Subcontractors or materialmen than the percentage that Owner withheld as retainage from payments to Contractor.

§ 13.6 Substantial Completion

§ 13.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; all Project systems included in the Work or designated portion thereof have been successfully tested and are fully operational; all required governmental inspections and certifications required of the Work have been made, approved and posted; designated initial instruction of Owner's personnel in the operation of Project systems has been completed; and all the required finishes set out in the Construction Documents are in place. The only remaining Work shall be minor in nature so that the Owner can occupy the Work or the applicable portion of the Work for all of its intended purposes on that date; and the completion of the Work by the Contractor will not materially interfere with or hamper Owner's normal school operations or other intended use. As a further condition of a determination of Substantial Completion, the Contractor shall certify that all remaining Work shall be completed within 30 days. Contractor shall complete Owner's or the State's Substantial Completion Certificate. The payment certification shall state the date of Substantial Completion, the punch list provided by the Contractor to address all remaining areas of the Project, and all known Owner-accepted non-conforming work. Required certifications of work requested or required by the Owner shall be limited to work required under the Contract Documents.

§ 13.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 13.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, then the Architect shall so notify the Contractor and Owner in writing, and the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case,

the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. Except with the consent of the Owner, the Architect shall perform no more than five inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will prepare, sign and issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof.

§ 13.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 13.7 Final Completion and Final Payment

§ 13.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly prepare, sign, and issue Owner's Certificate of Final Completion and a final Certificate for Payment certifying to the Owner that on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance, including all retainages, found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 13.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payments shall be made by the Owner in accordance with Owner's regular schedule for payments.

§ 13.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of the Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees. In addition, the following items must be completed and received by the Owner before Final Payment will be due:

- .1 Written certifications required by Sections 14.4, 14.5, and 14.6;
- .2 Final list of subcontractors (AIA Document G705);
- .3 Contractor's warranties, organized as required elsewhere in the Contract Documents;
- .4 Maintenance and Instruction Manuals;
- .5 Owner's Final Completion Certificate; and
- .6 "As-constructed record drawings". At the completion of the Project, the Contractor shall submit one complete set of "as-constructed" record drawings, with all changes made during construction, including concealed mechanical, electrical, and plumbing items. The Contractor shall submit these as electronic, sepia, or other acceptable medium, in the discretion of the Owner. The "as-constructed" record drawings shall delete the seal of the Architect and/or the Engineer and any reference to those firms providing professional services to the Owner, except for historical or reference purposes.

Documents identified as affidavits must be notarized. All manuals will contain an index listing the information submitted. The index section will be divided and identified by tabbing each section as listed in the index. Upon request, the Architect will furnish the Contractor with blank copies of the forms listed above.

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

§ 13.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously asserted pursuant to Article 19 and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

§ 14.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., latest edition, and the Contractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 *et seq.*, and all amendments thereto. However, the Contractor's duties herein shall not relieve any Subcontractor or any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations, and ordinances, from the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 14.1.2 Contractor's employees, agents, Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any illegal controlled substance; or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall: use, possess, distribute, or sell illegal or nonprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription or over-the-counter drugs; or act in contravention of warnings on medications while performing the Work or while on Owner's premises. Contractor's employees, agents, Subcontractors, or anyone directly or indirectly employed by any of them, shall not distribute or sell alcohol or drugs of any kind to Owner's students or staff, regardless of the location of the distribution or sale.

§ 14.1.3 Contractor will comply with all applicable federal, state, and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Contractor has adopted or will adopt its own policy to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Contractor certifies, as a result of a for-cause test, conducted immediately following removal, that said person was in compliance with this Contract. Contractor will not use any person to perform the Work who fails or refuses to take, or tests positive on, any for-cause alcohol or drug test.

§ 14.1.4 Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a weapon, and Contractor agrees that Contractor's representatives, employees, agents, and subcontractors will abide by same. Weapons may only be permitted in Owner's parking lots if weapons are locked in personal vehicles in Owner's parking lot.

§ 14.1.5 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work, school personnel, students, and other persons on Owner's premises, and other persons who may be affected thereby, including the installation of fencing between the Work site and any connecting or adjacent property of Owner, when required by Texas Education Code Section 22.08341;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as other buildings, and other contents, fencing, trees, shrubs, lawns, walks, athletic fields, facilities, and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 14.1.2 and 14.1.3,

§ 14.2 Hazardous Materials

§ 14.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify, in writing, the Owner and Architect of the condition. In the event the Contractor encounters polychlorinated biphenyl (PCB), and the specifications require the PCB's removal, the Contractor shall remove the PCB and store it in marked containers at the jobsite provided by the Owner. If PCBs are found which are leaking, then Contractor shall stop work on the affected fixture and shall contact Owner for removal and disposal of the leaking PCBs. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor may be entitled to an equitable adjustment regarding the Date of Substantial Completion and/or Final Completion.

§ 14.2.2 IF CONTRACTOR IMPORTS HAZARDOUS MATERIALS ONTO THE PROJECT SITE, THEN CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE OWNER, ITS CONSULTANTS, TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIMS ARISING OUT OF OR RELATED TO SUCH IMPORTATION, INCLUDING BUT NOT LIMITED TO COSTS AND EXPENSES THE OWNER INCURS FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CONTRACTOR BRINGS TO THE SITE, AS PROVIDED FOR IN SUBPARAGRAPH 7.15

§ 14.2.3 The Owner shall not be responsible under this Section 14.2 for hazardous materials or substances the Contractor brings to the site.

14.3 ASBESTOS OR ASBESTOS-CONTAINING MATERIALS

§ 14.3.1 Contractor shall submit to the Architect a written certification addressed to the Owner that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. The written certification shall further state that, should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, then Contractor shall be responsible for determining which materials contain asbestos fibers and shall take all necessary corrective action to remove those materials from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 14.3.2 Final Payment shall not be made until this written certification has been received.

§ 14.4 LEAD-FREE MATERIAL IN POTABLE WATER SYSTEM

§ 14.4.1 Prior to payment of retainage and final payment, the Contractor and each subcontractor involved with the potable water system shall furnish a written certification that the potable water system is "lead-free".

§ 14.4.2 The written certification shall further state that should lead be found in the potable water system built under this Project, then Contractor shall be responsible for determining which materials contain lead and shall take all necessary corrective action to remove lead from the Project, at no additional cost to the Owner. The written certification shall be dated, shall reference this specific Project and shall be signed by not less than two (2) officers of the Contractor.

§ 14.5 HAZARDOUS MATERIALS CERTIFICATION

The Contractor shall provide written certification that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by federal, state or local standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards; and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Project Manual related to Contract Closeout.

ARTICLE 15 INSURANCE: OWNER CONTROLLED INSURANCE PROGRAM

§ 15.1 Owner Controlled Insurance Program

The Contractor shall fully comply with all requirements relating to insurance for the Project as set forth in this

Article 15 Owner Controlled Insurance Program (OCIP) and Exhibit 1: OCIP and Other Insurance Requirements.

§ 15.1.2

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

§ 15.1.3 All insurance premiums associated with the OCIP will be paid by the Owner.

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

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

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

§ 15.1.7 Survival. The insurance provisions of this Article 15 shall survive any termination of this Contract.

§ 15.2 Owner's Insurance

§ 15.2.1 Owner's Insurance

The Owner shall be responsible for purchasing and maintaining property and casualty insurance no later than the date of Substantial Completion and such date of Owner responsibility shall be documented in the Certificate of Substantial Completion. If Owner occupies or uses any completed or partially-completed portion of the Work at any stage, then such occupancy or use must be consented to by the insurer and authorized by public authorities having jurisdiction over the Work. To the extent of overlap between Owner's property insurance and Contractor's builder's risk insurance, if any, Contractor's builder's risk shall be primary and non-contributory.

§ 15.2.2 Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

§ 15.2.2.1 Waiver of Subrogation

§ 15.2.2.2.1 All insurance required herein shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. The Contractor shall require similar written waivers in favor of the Owner, from the subcontractors and sub-subcontractors. The policies of insurance purchased and maintained by Contractor pursuant to this section **15.2.2.1** shall not prohibit this waiver of subrogation.

§ 15.2.2.2.2 The Owner, as fiduciary, shall have power to adjust and settle any loss arising out of the Work with insurers, regardless of the purchaser of the insurance policy. The Contractor upon receipt of proceeds shall, as a fiduciary, pay all subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require subcontractors to make payment to their sub-subcontractors in similar manner. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor with the insurance proceeds upon issuance of a Notice to Proceed from the Owner. Partial occupancy or use shall not commence until the insurance company providing this insurance has consented in writing, by

endorsement or otherwise. Owner and Contractor shall take reasonable steps to obtain such consent and shall take no action without written mutual consent that would cause cancellation, lapse, or reduction of this insurance.

§ 15.2.2.2 A loss insured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of Section

15.2.2.3 The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 15.2.2.3 Prior to settlement of an insured loss, the Owner shall notify the Contractor and Architect of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor and Architect shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor and/or the Architect do not object, the Owner shall settle the loss, and the Contractor and Architect shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor and/or Architect timely object to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 21. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 15.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
Owner Controlled Insurance Program	Described in Article 15.1 and Exhibit 1

§ 15.3 Performance Bond and Payment Bond

The Contractor’s performance bond and payment bond obligations shall be as required in the Work Order.

§ 15.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 15.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 16 CORRECTION OF WORK

§ 16.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense. unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.-The Owner may make emergency repairs to the Work or take such other measures necessary under the circumstances, if the Contractor does not promptly respond to a notice of defect or nonconforming Work. Contractor shall be responsible to Owner for this cost if the reason for the repairs is attributable to the Contractor. If payments then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall pay the difference to the Owner on demand.

§ 16.2 In addition to the Contractor’s obligations under Section 7.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of written notice from the Owner or Architect, the Owner

may correct it in the Work as provided in 16.2.1. Nothing contained in this Section 16.2 is intended to limit or modify any obligations under the law or under the Contract Documents, including any warranty obligations, expressed or implied.

§ 16.2.1 If the Contractor fails to perform the corrective Work, then Owner may perform corrective Work, at Contractor's cost. If Owner performs corrective Work, then Owner may also remove nonconforming Work and store the salvageable materials or equipment at Contractor's expense. If the Contractor does not pay all costs incurred by Owner within ten (10) days after written notice, then Owner may, upon ten (10) additional days' written notice, sell the removed materials and equipment in accordance with Owner's policies, and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then the Contractor shall pay the difference to the Owner.

§ 16.3 [Intentionally Deleted]

§ 16.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 16.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 16.

ARTICLE 17 MISCELLANEOUS PROVISIONS

§ 17.1 Assignment of Contract

Neither party to a Contract, in whole or in part, shall assign the Contract without written consent of the other.

§ 17.2 Governing Law

The Work Order shall be governed by the law of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in the county in which the Project is located.

§ 17.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals which shall be included in the Cost of the Work. Provided, however, per Texas Government Code Chapter 2269, Owner shall bear all costs of construction materials engineering, testing and inspection services, and the verification testing services necessary for acceptance of the facility by the Owner. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations require.

§ 17.4 Neither the Owner's nor the Contractor's representatives, for this Master Agreement or for individual Work Orders, identified in accordance with sections 1.4 and 1.5, shall be changed without ten days' prior notice to the other party.

§ 17.5 EQUAL OPPORTUNITY IN EMPLOYMENT

§ 17.5.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, disability, sex, or national origin, or any class otherwise protected by District policy or law. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the Contractor's nondiscrimination policies.

§ 17.5.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, age, disability, sex, national origin, or any class otherwise protected by District policy or law.

§ 17.6 RECORDS

§ 17.6.1 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, Construction Documents, payment records, payroll records, daily reports, diaries, logs, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within 10 days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 17.6.2 If Contractor is a Construction Manager at Risk, then Contractor shall also maintain, in accordance with the provisions of Section 19.8.1, the following: subcontract files, including proposals of successful and unsuccessful bidders, bid recaps and subcontractor payments; original estimates; estimating work sheets; general ledger entries detailing cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 17.6.3 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner and shall be subject to the provisions of Section 19.8.1.

§ 17.6.4 Contractor shall keep all Contract Documents related to the Project, subject to the provisions of Section 19.8.1, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 17.6.5 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 17.7 PROPRIETARY INTERESTS AND CONFIDENTIAL INFORMATION

§ 17.7.1 Neither Architect nor Contractor shall use the image or likeness of Owner's Project or Owner's official logo or emblem and any other trademark, service mark, or copyrighted or otherwise protected information of Owner, without Owner's prior written consent. Contractor and Architect shall not have any authority to advertise or claim that Owner endorses Architect or Contractor's services, without Owner's prior written consent.

§ 17.7.2 Neither Architect nor Contractor shall disclose any confidential information of Owner which comes into the possession of Architect or Contractor at any time during the Project, including but not limited to: pending real estate purchases, exchange, lease, or value; information related to litigation; the location and deployment of security devices; security access codes; student likenesses; student record information; employee information; or any other information deemed confidential by law.

§ 17.7.3 The parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Section 552.001, et seq., and the Texas Open Meetings Act, Texas Government Code, Section 551.001, et seq.

ARTICLE 18 TERMINATION

§ 18.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 13.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 3.1.5 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 18.1.2 Termination by the Owner for Cause

§ 18.1.2.1 The Owner may terminate a Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

- 5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .6 engages in serious or repeated worker misconduct;
- .7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- .8 fails to proceed continuously and diligently with the construction and completion of the Work, except as permitted under the Contract Documents.

§ 18.1.2.2 When any of the reasons described in Section 18.1.2.1 exists, the Owner, subject to any prior rights of the surety, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate a Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 18.1.2.3 When the Owner terminates a Contract for one of the reasons stated in Section 18.1.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts earned to the date of termination.

§ 18.1.2.4 If the costs of finishing the Work, including compensation for the Architects' services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, exceed the unpaid balance of the Contract Sum or Guaranteed Maximum Price, then the Contractor and/or its Surety shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by Architect upon application. The obligation for payment shall survive termination of the Contract.

§ 18.1.2.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Contractor, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Contractor makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract and to the accompanying rights set forth in Subparagraphs 14.2.1 through 14.2.6. In all events, pending receipt of adequate assurance of performance and actual performance in accordance with the Contract Documents, Owner shall be entitled to proceed with the Work with Owner's own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be charged against the Contract Sum.

§ 18.1.2.6 As required by Texas Government Code Chapter 2253, if a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, then the Surety shall promptly perform the Work, in full accordance with the plans, specifications and Contract Documents. Unless otherwise agreed in writing between the Surety and the Owner, the Surety shall complete the Work by the Surety entering into a Contract acceptable to Owner, with a Contractor acceptable to Owner, and shall obtain new Payment and Performance Bonds as required by law.

§18.1.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate a Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and for proven unrecoverable loss with respect to materials, equipment, tools, and construction equipment and machinery incurred to the date of termination. Such payment shall not cause the Contract Sum or Guaranteed Maximum Price to be exceeded. Such payment shall not include overhead and profit for Work not executed.

ARTICLE 19 CLAIMS AND DISPUTES

§ 19.1 Claims, disputes, and other matters in question arising out of or relating to a Contract executed pursuant to this Master Agreement, including those alleging an error or omission by the Architect but excluding those arising under Section 14.2, shall be referred initially to the Architect for-written recommendation. An initial

recommendation by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect. Such matters, except those waived as provided for in Section 19.11 and Sections 13.7.3 and 13.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 19.2 Notice of Claims

§ 19.2.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 16.2, shall be initiated by written notice to the Architect within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first knew or should have known the condition giving rise to the Claim, whichever is earlier.

§ 19.2.2 Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 16.2, shall be initiated by written notice to the other party.

§ 19.3 Time Limits on Claims

The Owner and Contractor shall commence all litigation whether in contract, tort, breach of warranty, or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law, but in the case of the Owner not more than 2 years after the date of Final Completion of the Work. The Owner and Contractor waive all causes of action not commenced in accordance with this Section 19.3.

§ 19.4 [Intentionally Deleted]

§ 19.5 The parties shall endeavor to resolve their Claims by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Mediation shall be conducted by a mutually-agreed-upon mediator. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which the Project is located.

§ 19.6 Notwithstanding anything to the contrary in the Contract Documents or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 19.7 The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the Owner's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 19.8 Any claim not resolved in mediation shall be subject to litigation pursuant to Section 19.2.

§ 19.9 Continuing Contract Performance

Pending final resolution of a Claim against the Owner, except as otherwise agreed in writing, or as provided in Section 13.4, as amended, and Article 18, as amended the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments for work performed in accordance with the Contract Documents.

§ 19.10 Waiver of Claims for Consequential Damages

The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract, including, but not limited to, any amount owed as compensation for the increased cost to perform the Work as a direct result of Owner-caused delays or acceleration formed pursuant to this Master Agreement. Nothing contained in this Section 19.10 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 20 SCOPE OF THIS MASTER AGREEMENT

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

§ 20.2 This Master Agreement is comprised of the following documents listed below:

- .1 AIA Document A121™–2018, Standard Form Master Agreement Between Owner and Contractor, as amended;
- .2 Exhibit A, Determination of the Cost of the Work, if applicable.
- .3 Other documents:
(List other documents incorporated into this Master Agreement.)

«AIA Document A221-2018 Work Order for use with Master Agreement Between Owner and Contractor »

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

OWNER *(Signature)*

 « »

(Printed name and title)

CONTRACTOR *(Signature)*

 « »

(Printed name and title)





Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent of Operations

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF TASB LOCAL POLICY UPDATE 126.

DATE: November 18, 2025

The Administration requests that the Board approve TASB Update 126, which includes 27 revisions to local policies, largely reflecting changes resulting from the 89th Regular Legislative Session.

BE(LOCAL): BOARD MEETINGS

BED(LOCAL): BOARD MEETINGS - PUBLIC PARTICIPATION

CJ(LOCAL): CONTRACTED SERVICES

CJA(LOCAL): CONTRACTED SERVICES - BACKGROUND CHECKS AND REQUIRED REPORTING

CLE(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - REQUIRED DISPLAYS

CQB(LOCAL): TECHNOLOGY RESOURCES – CYBERSECURITY

CQD(LOCAL): TECHNOLOGY RESOURCES - ARTIFICIAL INTELLIGENCE

CSA(LOCAL): FACILITY STANDARDS - SAFETY AND SECURITY

DBD(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CONFLICT OF INTEREST

DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

DFBB(LOCAL): TERM CONTRACTS – NONRENEWAL

DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS/GRIEVANCES

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

EEP(LOCAL): INSTRUCTIONAL ARRANGEMENTS - LESSON PLANS

EFA(LOCAL): INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS

EHBAF(LOCAL): SPECIAL EDUCATION - VIDEO/AUDIO MONITORING

EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS

FA(LOCAL): PARENT RIGHTS AND RESPONSIBILITIES

FEF(LOCAL): ATTENDANCE - RELEASED TIME

FFAC(LOCAL): WELLNESS AND HEALTH SERVICES - MEDICAL TREATMENT

FFB(LOCAL): STUDENT WELFARE - CRISIS INTERVENTION

FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY

FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT

FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FO(LOCAL): STUDENT DISCIPLINE

GF(LOCAL): PUBLIC COMPLAINTS

GKA(LOCAL): COMMUNITY RELATIONS – CONDUCT ON SCHOOL PREMISES

Administrative Recommendation:
Approval of TASB Local Policy Update 126.

Update 126

Update 126 policy changes are based primarily on legislation from the 89th Regular Session

Four new policies are recommended for adoption

Revisions to 23 other policies are recommended for adoption

BE(LOCAL) Board Meetings

- Board meetings must be outside of typical work hours (SB 12)
- 72 hours' changed to three business days for public notice (HB 1522)
- Voting needs to be a record vote; therefore, voice vote may no longer be permitted (SB 413)



BED(LOCAL) Public Participation

- Emphasis that public comment shall occur at the beginning of the meeting (SB 12)



CJ(LOCAL) Contracted Services

- Prohibition of diversity, equity, and inclusion (SB 12)
- Prohibited classroom instruction (SB 12)



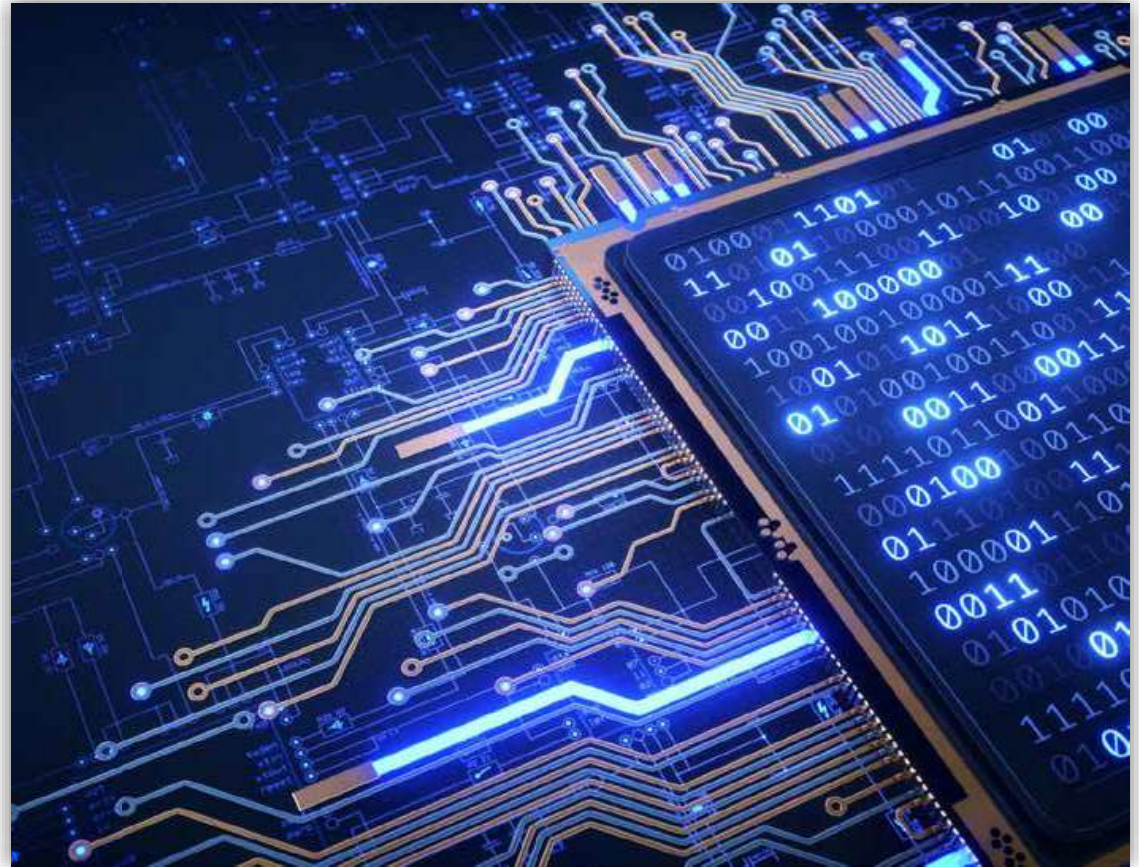
CQB(LOCAL) Cybersecurity

- Notifications for a cybersecurity incident (HB 150)



CQD(LOCAL) Artificial Intelligence

- New code regarding required training for AI as well as use of AI within the district (HB 3512)



CSA(LOCAL) Safety and Security

- Provisions added regarding designation and use of private spaces (SB 8)



DBD(LOCAL) Conflict of Interest

- Statement added regarding personal services performed by an administrator (HB 3372)



DEC(LOCAL) Leaves and Absences

- Statement added regarding daily rate of pay (HB 2)
- Exception added for concurrent use of paid leave (HB 2)



DFBB(LOCAL) Nonrenewal

- Reasons added for nonrenewal of a term contract (SB 12)



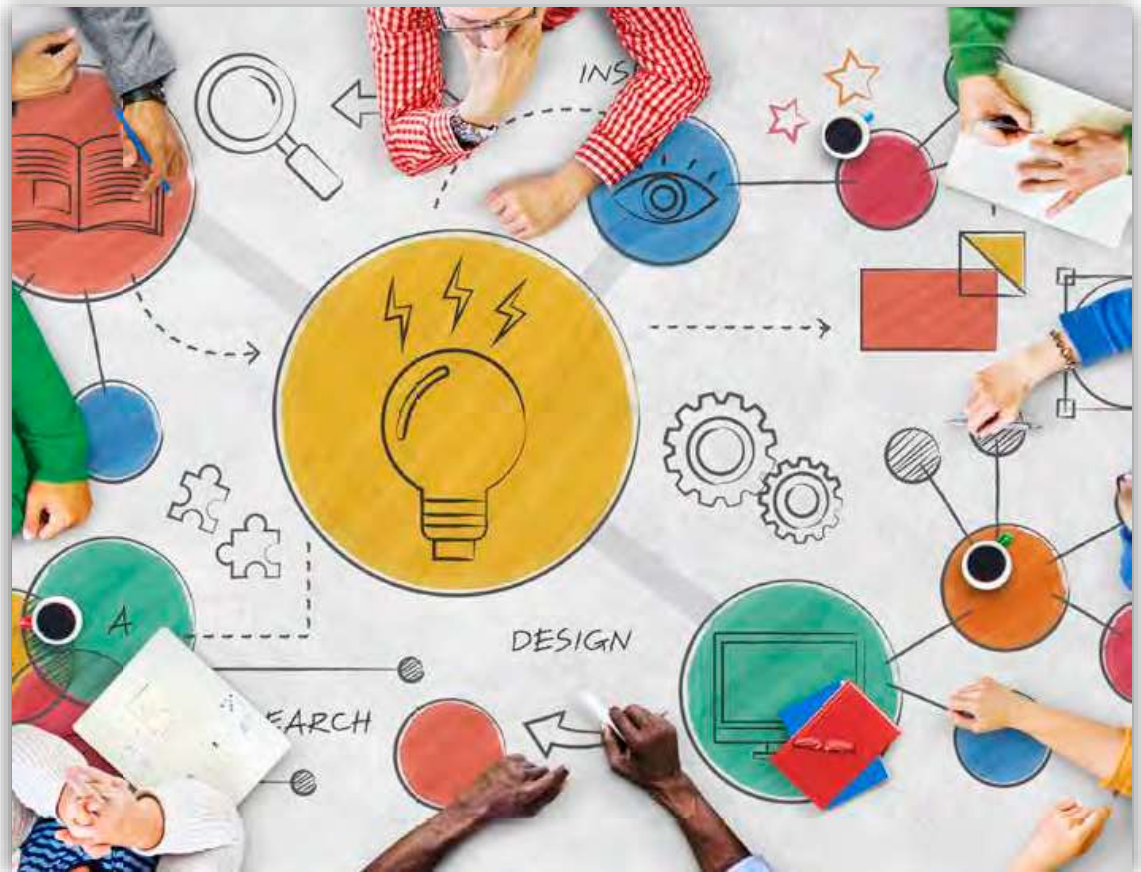
DH(LOCAL) Employee Standards of Conduct

- Provisions added on prohibited classroom instruction and prohibited DEI duties (SB 12)
- Provisions added regarding prohibited assistance with social transitioning (SB 12)



EEP(LOCAL) Lesson Plans

- New code regarding posting of instructional plans and course syllabi (SB 12)



EFA(LOCAL) Instructional Materials

- Provisions added regarding parent request for instructional material review (SB 12)



EIA(LOCAL) Grading/Progress Reports to Parents

- Districts must now provide at least two opportunities for in-person parent-teacher conferences each year (SB 12)



FA(LOCAL) Parent Rights and Responsibilities

- New code regarding a parent portal (SB 12)



FEF(LOCAL) Released Time

- Provisions added listing the requirements for a student to attend a released time course (SB 1049)



FFAC(LOCAL) Medical Treatment

- Nonprescription medication provided by parent is in accordance with legal requirements (SB 920)
- Delivery system options for epinephrine (SB 1619)



FFB(LOCAL) Crisis Intervention

- Provisions added regarding notification to teaching staff of threat (HB 2)



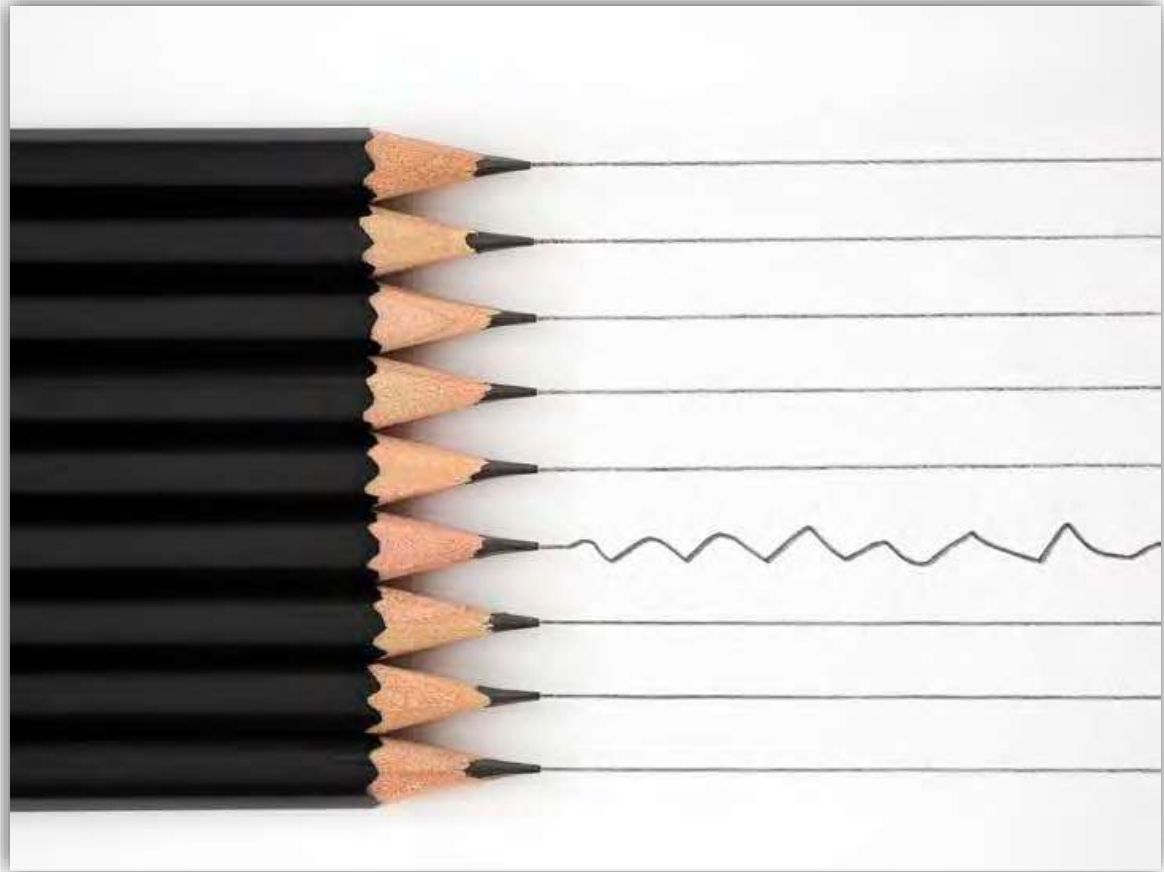
FFF(LOCAL) Student Safety

- Adjusted text to clarify this policy applies to more than just educators (HB 2)



FFG(LOCAL) Child Abuse and Neglect

- Reporting timeline changed from 48 to 24 hours (SB 571)



FNG(LOCAL) Student and Parent Complaints/Grievances (DGBA and GF as well)

- Timelines changed (SB 12)
- Must hold a hearing (SB 12)
- Complaints against employees (SB 12)
- District must ensure policy and forms are easily accessible on district website (SB 12)



GKA(LOCAL) Conduct on School Premises

- DOI exemptions no longer permitted from anything in Chapter 37
- Weapons exception is for an individual who holds a handgun license in accordance with state law (SB 706)



Other Minor Updates

CJA (Local) Contracted Services – Background Checks and Required Reporting

Subtopic Name Revision

CLE (Local) Buildings, Grounds, and Equipment Management: Required Displays

Subtopic Name Revision

EHBAF (Local) Special Education – Video/Audio Monitoring

Revisions are recommended to update language regarding special education classrooms in accordance with HB 2 and to update the timeframe for reporting suspected misconduct or child abuse as required by SB 571 (within 24 hours).

FO (Local) Student Discipline

Minor edits are recommended to the language regarding Video and Audio Monitoring that make such monitoring permissible.

Questions?



BOARD MEETINGS

BE
(LOCAL)

Purpose	The purpose of this policy is to convey the dates, times, and intent of meetings and committees or “teams” of the Board.
Overview	The Board, in a quorum, meets to govern the District. Regularly scheduled meetings, work/study meetings, and workshops are crucial vehicles by which the Board executes its responsibility as a governing body. Board committees or “teams” further allow for the refinement of work prior to meetings of the Board in a quorum. [See BDB]
Meeting Place and Time	<p>Board meetings shall be held during a time that is outside of typical work hours. [See FA(LEGAL)]</p> <p>The notice for a Board meeting shall reflect the date, time, and location of the meeting.</p>
Regular Meetings and Work / Study Meetings	Regular meetings of the Board shall normally be held on the third Tuesday of each month at 6:00 p.m.— Work/study meetings of the Board shall be held on the Tuesday preceding the third Tuesday of each month at 6:00 p.m. When determined necessary and for the convenience of Trustees, the Board President may change the date, time, or location of a regular meeting or work/study meeting with proper notice.
Special or Emergency Meetings	<p>The Board President shall call special meetings at the Board President’s discretion or on request by two Trustees. The posting requirement for a special meeting is 72 hours prior to the meeting.</p> <p>The Board President shall call an emergency meeting when it is determined by the Board President or two Trustees that an emergency or urgent public necessity, as defined by law, warrants the meeting. The posting requirement for an emergency meeting is one hour prior to the meeting.</p>
Agenda	The deadline for submitting items for inclusion on the agenda is the fifth calendar the 10th calendar day before the work/study meeting. Items for the regular meetings shall be due by noon the day after the work/study meeting.
Deadline	
Preparation	<p>In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Trustee may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Trustee.</p> <p>Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President’s approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Trustees have</p>

requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Trustee without that Trustee's specific authorization.

Agenda Distribution

A copy of the agenda and information on the agenda items shall be sent by the Superintendent or designee to each Trustee at least three business days ~~in advance of each~~ prior to the scheduled date of the meeting and at least one hour prior to the time of an emergency meeting.

The Superintendent shall prepare extra agenda copies and such background materials for each meeting as deemed necessary and desirable for distribution to members of the audience at each meeting.

Under arrangements deemed suitable by the Superintendent, the Superintendent shall have an additional copy of the agenda booklet assembled and distributed (or made available) without charge to the following:

1. A representative of each of the news media, as requested, in order to assist the media in the timely and proper reporting of school business and news to Ector County citizens.
2. Various recognized Ector County teachers and parent-teacher organizations, as determined by the Superintendent, not to exceed seven in number.
3. The school attorney.

Any other requests for a copy of the agenda booklet shall be handled in accordance with requests under the Public Information Act. [See GBAA]

The Superintendent shall also see that one additional copy of the agenda booklet is made available to members of the audience for 30 minutes immediately prior to and during each meeting, for reference purposes, at a location convenient to the audience in the room where such meeting is being held. However, this shall be under an arrangement that the agenda booklet cannot be removed from this location during the meeting by anyone but shall continue to be open and available to all members of the audience throughout the meeting.

Any interested person may also obtain a copy of the agenda booklet prior to or at a meeting in the following manner:

BOARD MEETINGS

BE
(LOCAL)

1. Oral or written request of a copy shall be made to the Superintendent's office not less than ten days prior to the work/study meeting and not less than three days prior to a regular Board meeting in order to allow time for efficient assembly.
2. The person requesting a copy shall inform the Superintendent's office of his or her phone number and a time period from the person that the booklet is available for pickup, as well as the charge for the copy. Such charge shall be exactly, or as near as possible to, the actual total cost to the District of the reproduction and assembly required for the copy, utilizing the least expensive means practicable for reproduction. However, in no event shall the charge exceed \$.10 per page.
3. The person may then pick up his or her copy at any time during the business hours of the Superintendent's office or immediately prior to the start of the Board meeting, upon payment of the charge.
4. If any person requests a copy of the agenda booklet but fails to pick it up and pay the charge at or prior to the Board meeting, any future requests by the person must be accompanied by payment of the established charge or of an estimated charge when the exact charge cannot yet be determined. An adjustment shall be made when the copy is picked up.
5. A "standing request" for all future agenda booklets may likewise be made by any interested person, but failure to pick up and pay the charge for any booklet at or prior to the particular Board meeting shall terminate such standing order; any future requests shall be handled in accordance with item 4, above.

Notice to Trustees

Trustees shall be given notice of regular and special meetings at **at** least ~~72 hours~~ **three business days** prior to the scheduled ~~time~~ **date** of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in a closed meeting.
[See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Trustees.

DATE ISSUED:
~~11/10/8/2019~~ **27/2025**
UPDATE ~~114~~ **126**
BE(LOCAL)-X

Adopted:

3 of 6

BOARD MEETINGS

BE
(LOCAL)

Work Sessions

Board work sessions may be scheduled as needed, with an agenda established in advance by the Superintendent in consultation with the Board presiding officer.

By no later than December 31 of each year, the Board shall schedule a strategic planning retreat to prepare for the budget formulation and any other topics as deemed necessary.

Press Conference

Conferences with the news media for the purpose of conveying official District information to the public are not subject to any of the notice and posting requirements of the Open Meetings Act, so long as no deliberation concerning public business takes place by Trustees. Such conferences shall normally be coordinated through the Superintendent's office after notification to each Trustee. Press conferences on behalf of the Board shall not be conducted for the purpose of conveying information about a matter for which no official action by the Board has taken place.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the Trustees present.

Meeting Format

The Board President shall be thoroughly familiar with the agenda prior to each meeting and shall understand the shape and tone of each meeting, keeping its image clearly before the Board and audience at all times.

The Board President shall direct the meeting in such a manner as to focus on main issues, explore the consequences of various choices, and encourage pointed discussion when it starts going around instead of ahead. The presiding officer shall move through the agenda in an orderly fashion as rapidly as reasonably feasible. Well-planned and well-conducted meetings shall see all routine requests and action items completed promptly. Delegation and special requests shall be heard at the appropriate time and in a very prompt, business-like manner.

Voting Record Vote

Voting on any item shall be by voice a record vote, by show of hands, or signed ballot. The number of "Ayes" and "Nays" on each motion shall be recorded in the minutes; upon request, a Trustee's vote or failure to vote shall be made a matter of record in the minutes of the meeting. All Trustees should vote or should officially abstain on each motion roll call, as directed by the Board President. All Trustees should vote or should officially abstain on each motion. A Trustee's vote or abstention shall be recorded in the minutes. The Board President shall have a vote on each motion.

BOARD MEETINGS

BE
(LOCAL)

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Trustee requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

The recorded minutes of all meetings shall be approved by vote of the Board, shall be signed by the Board President and the Board Secretary, and shall serve as the legal record of actions taken by the Board.

The Board shall prepare and retain minutes of each of its open meetings. The minutes shall:

1. Include the subject matter of each deliberation.
2. Indicate each vote, order, decision, or other action taken by the Board.

~~The official minutes of the Board shall be retained on file in the Superintendent's office and shall be available for reasonable inspection during regular office hours.~~ [See CPC regarding retention of records.]

Recording

The Board encourages the press, media, and all interested individuals to attend Board meetings and to videotape or record all or any part of the open proceedings. To this end, the District and its staff shall seek to facilitate all reasonable requests relating to videotaping or recording activities. The Board does not intend to prevent or unreasonably impair recording; however, the purpose of the meeting is to conduct school business, and the proceedings shall not be interrupted for the purpose of accommodating any individual's camera coverage or tape recording. The presiding officer shall seek to minimize the potential for disruption and may stop the sonic or visual reproduction if the individual operating the equipment or the equipment itself is being disruptive or in any way interfering with the orderly conduct of the Board meeting.

Discussions and Limitation

Discussions shall be addressed to the Board President and then all Trustees. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President

Ector County ISD
068901

BOARD MEETINGS

BE
(LOCAL)

shall not interfere with debate so long as Trustees wish to address themselves to an item under consideration.

DATE ISSUED:
~~11/10/8/2019~~27/2025
UPDATE ~~114~~126
BE(LOCAL)-X

~~ADOPTED~~:Adopted:

172

6 of 6

**Limit on
Participation**

Audience participation at a Board meeting is limited to the portion of the meeting designated to receive public comment in accordance with this policy. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

Public Comment

Public comment shall occur at the beginning of the meeting. [See FA]

At all Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Procedures

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.

~~Public comment shall occur at the beginning of the meeting.~~

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed three minutes per meeting.

**Meeting
Management**

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may ~~make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting~~ adjust the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

**Complaints and
Concerns**

The presiding officer or designee shall determine whether an individual addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual shall be referred to the appropriate policy to seek resolution:

- Employee complaints: DGBA
- Student or parent complaints: FNG
- Public complaints: GF

Ector County ISD
068901

BOARD MEETINGS
PUBLIC PARTICIPATION

BED
(LOCAL)

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting.

**Employment
Assistance
Prohibited**

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

[See also DC for prohibitions relating to employees.]

**Prohibited
Classroom
Instruction or
Activities**

A District contractor is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB(LEGAL)]. Violation of this policy shall result in termination of the contract. A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

**Prohibition on
Diversity, Equity,
and Inclusion**

A contract is subject to termination if the District contractor intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

A District contractor shall be permitted to appeal this action in accordance with GF(LOCAL).

[See BT(LEGAL)]

CONTRACTED SERVICES

~~CRIMINAL HISTORY~~ BACKGROUND CHECKS AND REQUIRED REPORT-
ING

CJA
(LOCAL)

Emergencies

In an emergency due to a health or safety concern, a reasonably unforeseeable situation, or other exigent circumstance, the District employee who is in charge of the facility shall be authorized to determine whether an employee of a contracting or subcontracting entity who does not have the required criminal history record information (CHRI) review or who has a disqualifying conviction will be permitted to enter a District facility.

If allowed to enter the facility, the employee of the contracting or subcontracting entity shall be accompanied by a District employee at all times.

Ector County ISD
068901

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
~~FLAG~~REQUIRED DISPLAYS

CLE
(LOCAL)

The U.S. and Texas flags shall be prominently displayed in each classroom to which a student is assigned during the time that the pledges of allegiance to those flags are recited.

DATE ISSUED: ~~7/10/2016~~27/2025
UPDATE ~~105~~126
CLE(LOCAL)-A

~~ADOPTED:~~Adopted:

177

1 of 1

Plan

The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

Coordinator

The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.

Training

The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the **Department of Information Resources Texas Cyber Command**; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

**Security Breach and
Cybersecurity
Incident
Notifications**

Upon discovering or receiving notification of a breach of system security or a **security** cybersecurity incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities **and provide any other notices** in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

Training

The Board delegates to the Superintendent the authority to:

1. Determine the artificial intelligence (AI) training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the AI training requirements.

Use in District

Employees and students shall be permitted to explore AI and implement its use in and out of the classroom in accordance with policy and administrative regulations. The use of AI shall only be as a support tool to enhance student outcomes and shall never take the place of teacher and student decision-making. Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

A student shall only use AI tools with teacher permission and shall be expected to produce original work and properly credit sources, including AI tools used in creating the work. Students who use AI tools to deceptively harm, bully, or harass others shall be disciplined in accordance with the Student Code of Conduct and policy. [See EIA(LOCAL), FFH, FFI, and the FO series]

**Building Access
Control**

Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.

The Superintendent shall ensure that the findings of the weekly inspections are:

1. Reported to the District safety and security committee; and
2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.

The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.

The results of the weekly reports shall be kept for review as part of the required safety and security audit.

The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]

**Designation and Use
of Private Spaces**

The Board shall ensure that the Superintendent, or appropriate staff as determined by the Superintendent, designates private spaces in accordance with law.

The Superintendent shall develop administrative regulations to ensure compliance with law and policy regarding the use of private spaces in District facilities.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

Note: For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

**Disclosure—
General Disclosure —
General Standard**

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Specific Disclosures
Substantial Interest

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

Interest in Property

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

Annual Financial
Management
Report

The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner information necessary for the District's annual financial management report.

[See BBFA]

Gifts

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA, CB, and CBB]

Endorsements

An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

Sales

An employee shall not use his or her position with the District to attempt to sell products or services.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

**Nonschool
Employment**

An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

Private Tutoring

An employee shall disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.

**Personal Services
Performed by an
Administrator**

An administrator, as defined in law, shall not receive any financial benefit for the performance of personal services except as permitted by and in accordance with law.

An administrator, other than a Superintendent or an assistant superintendent, who wishes to seek Board approval to perform personal services permitted by law shall submit that request to the Superintendent in accordance with administrative regulations.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Daily Rate of Pay

The "daily rate" of a contract employee, including a teacher, school counselor, or librarian, shall be computed by dividing the employee's annual salary by the number of duty days in the employee's contract year.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions

relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Local Leave

Each full-time employee shall earn paid local leave days per school year in accordance with the following:

Duty schedule	Local leave days earned
Up to 187 days (10.0 months)	5.0
197 days (10.5 months)	5.5
207 days (11.0 months)	6.0
217 days (11.5 months)	6.5
227 days or more (12.0 months)	7.0

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year, except that an employee may donate local leave to a sick leave pool. [See DEC(LEGAL)]

Sick Leave Pool

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Mental Health Leave

A District peace officer or a full-time District telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of three days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which a peace officer may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave; and
2. Other procedures deemed necessary for administering this provision.

Line of Duty Illness or Injury Leave of Absence

Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Special Leave of Absence

A District employee with at least five years of service with the District may be granted a one-year special leave of absence. Each request shall be considered on a case-by-case basis.

An employee shall submit an application stating the nature of the leave and purposes for which leave is requested. If the request for leave is granted, it shall be subject to the following conditions:

1. The special leave of absence shall be granted for no more than one year.
2. Upon return, the employee shall be reinstated any accumulated leave that was available as of the beginning of the employee's leave of absence.
3. Reassignment, if available, shall be made to the same position held at the time the leave of absence was granted.

By March 1 of the year of the leave of absence, the employee on leave must state in written form his or her intention to return to the District. Such statements must be sent by certified mail with a return receipt requested. The employee shall return to the position to which he or she was assigned at the time of the leave of absence, if a position is available. Otherwise, the employee shall be considered an excess employee with placement at another District location. Failure to comply with this policy may result in disciplinary action, including termination of employment. [See DF series]

Board Resolution for Emergency Closure Leave

The Board shall adopt a resolution or take other Board action to establish the purpose and parameters for emergency closure leave.

Family and Medical Leave

The District shall make FMLA leave available to employees in accordance with DECA(LEGAL) and the following provisions.

Concurrent Use of Paid Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable, except as provided below.

Note: — See DECA(LEGAL) for provisions addressing ~~Twelve Month~~ FMLA Exception Period

A teacher shall notify the appropriate administrator if they choose not to use paid leave concurrently with FMLA leave for an absence related to pregnancy or the birth or adoption of child.

Twelve Month FMLA Exception Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Intermittent or Reduced Schedule Leave	The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p> <hr/> <p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
No Paid Leave Offset	The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]
Court Appearances	Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Payment for
Accumulated Leave
Upon Separation**

The following leave provisions shall apply to local leave accumulated beginning on September 28, 1992, the original effective date of this program and applicable provisions, below.

Effective July 1, 2025, an employee who separates from employment with the District shall be eligible for payment for accumulated local leave under the following conditions:

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged, terminated, or nonrenewed.
2. The employee provides advance written notice of intent to separate from employment. Contract employees must provide written notice at least 45 calendar days before the last day of instruction. Noncontract employees must provide written notice at least two weeks before the last day of employment.
3. If retiring, the employee has at least five consecutive years of employment with the District.
4. If resigning, the employee has at least 20 consecutive years of employment with the District.

Payment for accumulated leave shall be computed at the employee's full daily rate at the time of retirement or resignation times the number of accumulated leave days, which shall not exceed one-half the employee's total duty days [see table at Local Leave, above].

In order to receive payment for accumulated leave, retirement or resignation must occur at the end of the employee's contract or work year, or when retirement is necessitated by a medical disability as approved by the Teacher Retirement System (TRS). Exceptions to this requirement shall require prior written approval from the Superintendent.

Upon the death of an employee, these benefits shall be payable to his or her heirs.

Reasons

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

- involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
 17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
 18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job, [with or without reasonable accommodation](#).
 19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
 20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
 21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
 22. A significant lack of student progress attributable to the educator.
 23. Behavior that presents a danger of physical harm to a student or to other individuals.
 24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
 25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
 26. Falsification of records or other documents related to the District's activities.
 27. Falsification or omission of required information on an employment application.
 28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]
35. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.
- ~~34.~~36. Any reason constituting good cause for terminating the contract during its term.

Recommendations
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

Superintendent's
Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

Notice of Proposed
Nonrenewal

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing.

The Board has chosen to designate the type of hearing for proposed nonrenewals on a case-by-case basis. In the notice of proposed nonrenewal, the employee shall receive notice of whether the Board [see Request for Board Hearing, below] or an independent hearing examiner appointed by the commissioner of education [see Request for Appointment of Hearing Examiner, below] will conduct the hearing.

**Request for
Appointment of
Hearing Examiner**

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee may request a hearing by filing a written request with the commissioner, and providing the Board a copy of the request, not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

Hearing Procedures

The hearing shall be conducted by an independent hearing examiner in accordance with the process described at DFD.

Board Decision

Following the hearing, the Board shall take appropriate action in accordance with DFD.

**Request for Board
Hearing**

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by the Board, the employee may request a hearing by providing written notice to the Board not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see Hearing by the Board, below] or an attorney designated by the Board [see Hearing by an Attorney Designated by the Board, below].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

Hearing by the Board Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

Hearing Procedures The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

Hearing by an Attorney Designated by the Board The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the

employee, the Superintendent, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at Hearing by the Board.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

Board Review

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process [has been followed](#):

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with ~~the DIA series~~.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with ~~the DIA series~~.
3. Complaints concerning retaliation ~~relating~~[related](#) to discrimination and harassment shall be submitted in accordance with ~~the DIA series~~.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications [and on the District's website](#).

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate [campus or District](#) administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

~~Direct
Communication with
Board Trustees~~
~~Employees shall not
be prohibited from
communicating with
a member of the
Board regarding
District operations~~
~~Formal Process
communication
between an
employee and a
Board member
would be
inappropriate
because of a
pending hearing or
appeal related to the
employee~~
Filing
Deadlines

If an employee has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the employee must file a complaint within 15 business days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

An employee may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.~~

~~The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.~~ The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the employee shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue
Informal Process

Even after initiating the formal complaint process, the employee is encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Notice of Complaint	A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee . Complaint forms . Complaints alleging a violation of law by the Superintendent may be submitted directly to the Board or Board's designee.
Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three business days after the deadline.
Scheduling Conferences Hearings	The District shall make reasonable attempts to schedule conferences hearings at a mutually agreeable time. If the employee fails to appear at a scheduled conference hearing , the District may hold the conference hearing and issue a decision in the employee's absence.
Response At Levels One and Two, "response" Decision	A "decision" shall mean a written communication to the employee from the appropriate administrator. Responses that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be

provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.

The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

A decision may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed ~~responses~~ decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

~~"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."~~

Representative
~~Representative~~

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent ~~him or her~~ the employee in the complaint process.

The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three ~~business~~ days' notice to the District before a scheduled ~~conference or~~ hearing, the District may reschedule the ~~conference or~~ hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

**Consolidating
Complaints**

~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file To~~ promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from ~~any~~ an event or series of ~~events that have been or could have been addressed in a previous complaint.~~

~~When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.~~

Untimely Filings

~~All time limits shall be strictly followed unless modified by mutual written consent.~~

~~If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the~~

~~dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.~~

~~Costs Incurred~~ related events shall be consolidated.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted ~~in writing~~ on a form provided by the District.

Copies of any documents that support the complaint should be ~~attached to~~ included with the complaint form. If the employee does not have copies of these documents, ~~they~~ copies may be presented at the Level One ~~conference~~ hearing. After the Level One ~~conference~~, ~~no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference~~ hearing, the employee may supplement the record with additional documents or include additional claims.

Record

A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the employee who filed the complaint, documents determined relevant by District personnel, and the decision.

Remand

A complaint or appeal form that is incomplete in any material aspect ~~may~~ shall be ~~dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.~~ refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.

If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.

Assignment of Hearing Officer

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

Investigation

The District may conduct an investigation at any level in the complaint process. If the District and the employee mutually agree, all deadlines shall be suspended during an investigation.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a ~~conference or~~ hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Complaint Levels

Level One

~~Complaint forms must be filed:~~

~~8. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and~~

~~9. With the lowest level administrator who has the authority to remedy the alleged problem.~~

~~In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor or the District administrator with authority to remedy the alleged problem.~~

~~If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.~~

~~If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.~~

~~The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

~~Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint. At Level One, the appropriate hearing officer shall hold a hearing with the employee within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.~~

The hearing officer shall provide the employee a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the com-

Level Two

plaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

If the employee did not receive the relief requested at Level One or if the time for a ~~response~~ decision has expired, the employee may request a ~~conference with the Superintendent or designee~~ hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level One ~~response~~ decision or, if no ~~response was received~~, within ~~ten~~ decision has been communicated to the employee, within 20 calendar days of the Level One ~~response~~ decision deadline.

After receiving notice of the appeal, the Level One ~~administrator~~ hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator~~. ~~The employee may request~~ hearing officer and provide a copy of the Level One record to the employee.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~ Any other documents submitted by the employee at Level One.
3. ~~The~~ If the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~ 4. The decision issued at Level One and any attachments.
- ~~4.5.~~ 5. All other documents relied upon by the Level One ~~administra-
tor~~ hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference~~ within ~~ten~~ hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference~~ hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~ hearing officer shall provide the employee a ~~written response~~ decision within ~~ten~~ 20 calendar days following the ~~conference~~. ~~The written response shall set forth the basis of the decision~~ hearing. In reaching a decision, the ~~Superintendent or designee~~ hearing officer may consider the Level One record, any additional information provided ~~at~~ prior to the Level Two

Level Three

~~conference~~hearing, and any other relevant documents or information the ~~Superintendent or designee~~hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two ~~conferences~~hearings, if any, shall be maintained with the Level One and Level Two records.

If the employee did not receive the relief requested at Level Two or if the time for a ~~response~~decision has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~20 calendar days of the date of the ~~written~~ Level Two ~~response~~decision or, if no ~~response was received,~~ ~~within ten~~decision has been communicated to the employee, within 20 calendar days of the Level Two ~~response~~decision deadline.

~~The Superintendent or designee shall inform the employee of the date, time, and place of the Board~~Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the employee whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee~~At least five business days before the Board or Board committee meeting, the Superintendent shall provide the employee a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. ~~The written response~~Any other documents submitted by the employee at Level Two.

3.4. The decision issued at Level Two and any attachments.

4.5. All other documents relied upon by the administration in reaching the Level Two decision.

~~The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.~~

~~The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~

The employee may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. ~~The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.~~ members.

In addition to any other record of the ~~Board~~ meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from ~~the Board~~ members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It ~~may give notice of its~~ shall make a decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. ~~If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The employee shall be provided a decision in accordance with this policy and state law.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

An employee shall be courteous to another employee and the public, working together in a cooperative spirit to serve the best interests of the District. An employee wishing to express criticism or professional concerns shall do so through appropriate administrative procedures or the collaborative process. Such expressions shall be considered in light of their relation to the implementation of campus goals and objectives and/or the District's mission. [See BQB and AE]

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

**Participation in
Community
Activities**

An employee of the District shall be encouraged to maintain as many community contacts as possible in order to keep the public informed about the educational program.

Every school employee shall have the privilege and is strongly urged to accept the responsibility of taking an active part in community life. He or she is expected to participate in community activities in such a way to bring credit to the schools.

**Violations of
Standards of
Conduct**

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

Weapons Prohibited

The District prohibits the use, unlawful possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
2. A District employee who holds a ~~Texas~~ handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

**Electronic
Communication**

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Reporting Improper Communication	In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.
Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.
Prohibited Classroom Instruction or Activities	An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].
Prohibited Diversity, Equity, and Inclusion Duties	<p>An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:</p> <ul style="list-style-type: none">• Engages in diversity, equity, and inclusion (DEI) duties.• Assigns to another individual DEI duties. <p>[See BT(LEGAL)]</p>
Social Transitioning	An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.
Safety Requirements	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
Harassment or Abuse	<p>An employee shall not engage in prohibited harassment, including sexual harassment, of:</p> <ol style="list-style-type: none">1. Other employees. [See DIA]2. Students. [See FFH; see FFG regarding child abuse and neglect.] <p>While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.</p> <p>An employee shall report child abuse or neglect as required by law. [See FFG]</p>
Relationships with Students	An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

As required by law, the District shall notify the parent of a student with whom ~~an educator~~ a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct. [See FFF

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

**Tobacco and
Nicotine Products
and E-Cigarettes**

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

Each District employee shall enforce policies regarding the use or possession of tobacco and nicotine products and e-cigarettes on school property.

**Alcohol and Drugs /
Notice of Drug-Free
Workplace**

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

- Exceptions
- It shall not be considered a violation of this policy if the employee:
1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
 2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
 3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

- Sanctions
- An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:
1. Referral to drug and alcohol counseling or rehabilitation programs;
 2. Referral to employee assistance programs;
 3. Termination from employment with the District; and
 4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments,
Convictions, and
Other Adjudications**

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

- Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
- Felony driving while intoxicated (DWI); or
- Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Statement of Policy Bigotry and racism are in conflict with the mission, goals, and objectives of the District to provide the best education and work environment possible for all of its students and employees. Accordingly, it is the policy of the District to maintain a learning and working environment that is free from such conduct.

Prohibited Actions An employee shall be in violation of this policy if, on school grounds, at school-sanctioned activities, or in vehicles dispatched by the District, he or she:

1. Directs personal insults (whether written or oral), including epithets, slurs, and insults based on a person's race, ethnicity, color, religion, national origin, sex, or disabling condition, which are addressed to an individual.
2. Threatens with physical harm or actually harms a person on the basis of that person's race, ethnicity, color, religion, national origin, sex, or disabling condition.
3. Defaces school property or materials in such a manner as to demean the race, ethnicity, color, religion, national origin, sex, or disabling condition of an individual or group.
4. Damages, defaces, or destroys private property of any person on the basis of that person's race, ethnicity, color, religion, national origin, sex, or disabling condition.

[For sex discrimination/sex abuse, see DAA and DIA.]

INSTRUCTIONAL ARRANGEMENTS
LESSON PLANS

EEP
(LOCAL)

**Instructional Plan
and Course Syllabus**

Prior to the beginning of each semester, each teacher shall provide a copy of the teacher's instructional plan or course syllabus for each class for which the teacher provides instruction.

The teacher shall provide this information to the District administration and the parent of each student enrolled in the teacher's class. Additional copies of the instructional plan or course syllabus shall be made available to a parent of a student enrolled upon that parent's request.

District Website

The Superintendent shall develop administrative procedures for the posting of the instructional plans and course syllabi for each class offered in the District on the District's website.

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

Parent Request for Instructional Material Review

The Superintendent shall develop administrative regulations to ensure compliance with state law and rules that a parent or guardian of a District student may request an instructional materials review for a subject area in the grade level in which their student is enrolled on the basis of the following:

1. The material is not aligned with District-adopted materials; or
2. The material does not have the appropriate rigor for the grade level for the subject area in which the instructional material is used.

The regulations shall also address procedures for submitting a parent petition to review instructional materials, the appeal process if a petition for review is denied, criteria for reviewing any appeal, and timelines for each step in the process.

Reconsideration of Instructional Materials

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for
Reconsideration

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Ector County ISD
068901

INSTRUCTIONAL RESOURCES
INSTRUCTIONAL MATERIALS

EFA
(LOCAL)

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

DATE ISSUED: ~~6/10/2024~~27/2025
UPDATE ~~123~~126
EFA(LOCAL)-A

215

Adopted:
~~9/17/2024~~

4 of 4

Note: Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings. In addition, the term “classroom” shall also include other special education settings subject to video and audio recording required by law.

To promote student safety, the District shall comply with requests for video and audio monitoring of certain ~~self-contained~~ special education classrooms as required by law. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

The ~~Superintendent~~ Superintendent is responsible for coordinating the provision of equipment to campuses in compliance with the law.

The Superintendent shall ensure that administrative regulations are developed to implement this policy.

Requests

For Following Year

A parent of a student receiving special education services and whose placement for the following school year will be in a ~~self-contained~~ special education classroom eligible for video surveillance may request in writing that a video camera be placed in the classroom by the end of the current school year or by the ~~tenth~~ 10th business day after the student’s admission, review, and dismissal (ARD) committee determines the student’s placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law.

For Current Year

Written requests from a parent, assistant principal, principal, staff member, or the Board shall be submitted and processed in accordance with the procedures in law.

Response

As required by law, the District shall provide a response to the requester not later than the seventh business day after receipt of the request.

Notice

Before a camera is activated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be conducted in the classroom.

Installation and Operation

The classroom subject to the request shall begin operation of video surveillance not later than the time frames required in law, except when the District is granted an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the instructional day at all times when one or more students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Education Code 29.022(a). However, the campus may discontinue operation of the video camera during the year if the requester withdraws the request in writing and no request is submitted to continue the surveillance. Before a camera is deactivated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be discontinued in the classroom and of the opportunity to request continued video and audio surveillance.

Video cameras must be capable of recording video and audio of all areas of the classroom, including a room attached to the classroom used for time out as defined by law. No visual monitoring, other than incidental coverage, shall be conducted of the inside of a bathroom or other area used for changing a student's clothes.

The District shall post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom.

Retention of Recordings

Video recordings shall be retained for at least three months after the date of the recording but may be retained for a longer period in accordance with the District's records management program, or as required by law. [See CPC]

Confidentiality of Recordings

Video recordings made in accordance with this policy shall be confidential and shall only be released or viewed by the individuals and in the limited circumstances permitted by law. The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an alleged incident documented by a recording and reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;

3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and
4. Appropriate Texas Education Agency or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term "human resource staff member" shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District's human resources office. If an individual listed in items ~~2-42-4~~, above, believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy. [See FFG]

Reporting an Incident

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within ~~48~~24 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ~~ten District business days~~10 District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District's video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

Complaints

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable. A complainant who is dissatisfied with the outcome of the District's complaint process may appeal in writing to the commissioner of education in accordance with Education Code 7.057 and 19 Administrative Code 103.1303. A parent, staff member, or District administrator may request an expedited review in accordance with 19 Administrative Code 103.1303.

Relation to Essential Knowledge and Skills

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that ~~the~~each student's performance indicates the level of mastery of the designated District objectives.

Guidelines for Grading

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

Grading System Progress Reporting

~~The grading system in District schools shall be based on alpha letters for prekindergarten and kindergarten, and numeric symbols for grades 1-12 with exceptions noted at ELEMENTARY, below. All student records, report cards, and permanent grade labels shall reflect alpha characters for prekindergarten and kindergarten and numeric characters for grades 1-12.~~

Prekindergarten and Kindergarten

~~Grading designations of "Excellent" (E), "Satisfactory" (S), "Needs Improvement" (N), and "Unsatisfactory" (U) shall be used in all areas for reporting purposes to parents at the prekindergarten and kindergarten levels.~~

Elementary

~~In elementary grades 1-6, achievement in fine arts, health, and physical education shall be reported to parents as follows: "Excellent" (E), "Satisfactory" (S), "Needs Improvement" (N), or "Unsatisfactory" (U).~~

Parent / Teacher Conference

~~A conference shall be scheduled at the request of a teacher or a parent anytime during the school year.~~

Grading Period Reports

~~Teachers shall send out report cards to parents every nine weeks of a student's performance in each class or subject.~~

Progress Reports

~~Teachers shall send three-week and six-week progress reports to parents of a student whose performance is not satisfactory and/or who may be in danger of a failing mark for the grading period~~ ~~issue grade reports/report cards every nine weeks on a form approved~~

ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS

EIA
(LOCAL)

by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued for all students after the third week and the sixth week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

Each year, the District shall provide at least two opportunities for in-person conferences between each parent and the student's teacher. Additional conferences may be requested by a teacher or parent as needed.

**Academic
Dishonesty**

~~Students~~A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, the use of artificial intelligence to complete an assignment in part or in whole unless approved by the classroom teacher [see CQD], and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, ~~or~~ information from students, or the use of an artificial intelligence detection tool selected by the District.

PARENT RIGHTS AND RESPONSIBILITIES

FA
(LOCAL)

Parent Portal

The District shall establish a parent portal on the District's website through which parents may submit comments to campus administrators, District administrators, and the Board.

The Superintendent shall develop administrative regulations related to the portal, including placement on the District or campus websites and how campus or District administrators are to address comments received from parents through the portal.

Release from School

A student shall not be released from school at times other than regular dismissal hours except with the permission of the principal of the school. The teacher shall determine that such permission has been granted before allowing the student to leave.

Exception for
Released Time
Course

For purposes of this policy, a "released time course" shall have the same definition as provided in law.

A student shall be permitted to attend a released time course in accordance with the following requirements:

1. The parent or guardian has provided written consent for the student to attend the released time course;
2. The private entity offering the released time course maintains attendance records and will make those records available to the District;
3. The private entity, parent or guardian, or student assumes responsibility for transportation, including transportation for a student with a disability, to and from the location at which the released course is offered;
4. The private entity assumes liability for the student enrolled in the released time course while the student is under the private entity's care; and
5. The student is responsible for any school work and assignments issued during the student's absence from the District.

The District shall be prohibited from using District funds, excluding de minimis costs, to facilitate the student attending a released time course.

A private entity shall be prohibited from offering the released time course on District property unless the use is in accordance with policy GKD.

The District shall not interfere with a parent's or guardian's ability to request or access a released time course for the student.

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

**Medication Provided
by Parent**

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, ~~upon a parent's written request, when properly labeled and in the original container in accordance with legal requirements.~~
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

**Medication Provided
by District**

Except as required by law and provided by this policy, the District shall not purchase medication to administer to a student.

Emergency Basis

The District shall purchase certain nonprescription medications to administer to students only on an emergency basis and in accordance with:

1. Protocols established by the District's medical adviser who must be licensed to practice medicine in the state of Texas; and
2. Parental consent given on the emergency treatment form.

The Superintendent shall designate the employees who are authorized to administer nonprescription medication under these protocols and permissions.

Opioid Antagonist

This provision shall be applicable to every campus.

On Campus

The District authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and this policy. Administration of an opioid antagonist shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing an opioid-related overdose.

Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

*Maintenance,
Availability,
Training, and
Reporting*

Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.

All opioid antagonists shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer an opioid antagonist.

The Superintendent shall develop administrative regulations addressing acquisition, maintenance, expiration, and disposal of opioid antagonists in the District, as well as reporting, employee training, and emergency notification requirements.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

**Threat Assessment
and Safe and
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Notification to
Teaching Staff of
Threat

As soon as safe and practicable after an administrator or team receives information regarding a threat against a campus, including a threat made through social media, the appropriate administrator or the team shall immediately provide to each member of the teaching staff, including teacher aides, who may be directly affected by the threat a statement containing the following information:

1. The existence of the threat;
2. The nature of the threat; and
3. Any other pertinent detail to ensure student and staff safety.

The Superintendent shall develop administrative regulations to ensure that the required notice is provided to the teaching staff in accordance with law. The administrative regulations may also address notification of other appropriate employees on the affected campus.

Imminent Threats or
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures,

the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

STUDENT WELFARE
CRISIS INTERVENTION

FFB
(LOCAL)

Guidance to School
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom ~~an educator~~ a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the ~~educator~~ individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification (~~SBEC~~) concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an ~~educator's~~ individual's alleged abuse or commission of an otherwise unlawful act with ~~the~~ student or involvement in a romantic relationship, or soliciting or engaging in sexual contact with ~~the~~ student.

**Notice of Suspected
Criminal Offense**

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48~~24~~ hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a

child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of ~~educator~~ misconduct with a student, see FFF.]

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A ~~state or local~~ law enforcement agency, [as defined in law](#);
2. The Child Protective Services (CPS) division of DFPS at 800-252-5400 or the [Texas Abuse Hotline website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers. [See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

Confidentiality

The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law and the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Responsibilities Regarding Investigations

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

¹ Texas Abuse Hotline website: <http://www.txabusehotline.org>

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint
Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process [has been followed](#):

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with ~~the FFH-series~~.
2. Complaints concerning dating violence shall be submitted in accordance with ~~the FFH-series~~.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with ~~the FFH-series~~.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications [and on the District's website](#).

Guiding Principles
Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other [appropriate campus or District administrator](#) who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Filing Deadlines

After Informal Process

If a student or parent has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the student or parent shall have the later of:

- Ninety calendar days to file a complaint from the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint; or
- Thirty calendar days to file a complaint from the date on which the District provided information to the student or parent regarding how to file a grievance.

[See Formal Process, below]

No Prior Informal Process

If the student or parent has not engaged in the informal process, the student or parent shall have no more than 60 calendar days from the date the student or parent first knew, or with reasonable

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

diligence should have known, of the decision or action giving rise to the complaint or grievance to file a complaint using the appropriate forms.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.~~

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

~~Freedom from Retaliation~~ The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, students and parents shall file Level One complaints with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board's or Board committee's decision.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Notice of Complaint	A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.
General Provisions	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three business days after the deadline.
Filing	
Scheduling Conferences Hearings	The District shall make reasonable attempts to schedule conferences hearings at a mutually agreeable time. If a student or parent complainant fails to appear at a scheduled conference hearing, the District may hold the conference hearing and issue a decision in the student's or parent's complainant's absence.
Response At Levels One and Two, "response" Decision	A "decision" shall mean a written communication to the student or parent complainant from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
Days	"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one." that provides an explanation of the basis of the decision, an indication of each document that supports the decision, and any relief or redress to be provided. A decision shall be issued on the merits of the concern raised in the complaint notwithstanding any procedural errors or the type of relief or redress requested.
	The decision shall also include information regarding the filing of an appeal in accordance with this policy. After a hearing at Level Three, the decision shall include information on submitting an appeal to the commissioner.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

A decision may be hand-delivered, sent by electronic communication to the complainant's email address of record, or sent by U.S. Mail to the complainant's mailing address of record. Mailed decisions shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Representative

"Representative" shall mean any person who or organization that is designated by the ~~student or parent~~complainant to represent the ~~student or parent~~complainant in the complaint process. A student may be represented by an adult at any level of the complaint.

The ~~student or parent~~complainant may designate a representative through written notice to the District at any level of this process. ~~If the student or parent~~The representative may participate in person or by telephone conference call. If the complainant designates a representative with fewer than three business days' notice to the District before a scheduled ~~conference or~~hearing, the District may reschedule the ~~conference or~~hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

~~Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file~~To promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from ~~any~~an event or series of ~~events that have been or could have been addressed in a previous complaint.~~

Untimely Filings

~~All time limits shall be strictly followed unless modified by mutual written consent.~~

~~If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness~~related events shall be consolidated.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted ~~in~~ writing on a form provided by the District.

Copies of any documents that support the complaint should be ~~attached to~~included with the complaint form. If the ~~student or parent~~complainant does not have copies of these documents, copies may be presented at the Level One ~~conference~~hearing. After the Level

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

	<p>One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference hearing, the complainant may supplement the record with additional documents or include additional claims.</p>
Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect may shall be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing. refiled, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>
Assignment of Hearing Officer	<p>When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.</p>
Level One	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none">1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and2. With the lowest level administrator who has the authority to remedy the alleged problem. <p>In most circumstances, students and parents shall file Level One complaints with the campus principal.</p> <p>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</p> <p>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</p>

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

~~Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator~~
Complaint Levels
Level Two
Investigation

~~The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

If the ~~student or parent~~ complainant did not receive the relief requested at Level One or if the time for a ~~response~~ decision has expired, the ~~student or parent~~ complainant may request a ~~conference with the Superintendent or designee~~ hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~ 20 calendar days of the date of the ~~written~~ Level One ~~response~~ decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level One ~~response~~ decision deadline.

After receiving notice of the appeal, the Level One ~~administrator~~ hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator~~. ~~The student or parent may request~~ hearing officer and provide a copy of the Level One record to the complainant.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~ Any other documents submitted by the ~~student or parent~~ complainant at Level One.
3. ~~The~~ If the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~ 4. The decision issued at Level One and any attachments.

4.5. All other documents relied upon by the Level One ~~administra-~~
~~tor~~hearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference~~
~~within ten~~hearing officer shall hold a hearing within 10 calendar
days after the appeal notice is filed. The ~~conference shall be lim-~~
~~ited to the issues and documents considered at Level One. At the~~
~~conference, the student or parent may provide information con-~~
~~cerning any documents or information relied upon by the adminis-~~
~~tration for the Level One decision. The Superintendent or designee~~
~~may set reasonable time limits for the conference~~hearing officer
may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~hearing officer shall provide the
~~student or parent a written response within ten~~complainant a deci-
sion within 20 calendar days following the ~~conference~~hearing. In
reaching a decision, the ~~Superintendent or designee~~hearing officer
may consider the Level One record, any additional information pro-
vided ~~at~~prior to the Level Two ~~conference~~hearing, and any other
relevant documents or information the ~~Superintendent or designee-~~
~~hearing officer~~ believes will help resolve the complaint.

Recordings of the Level One and Level Two ~~conferences~~hearings,
if any, shall be maintained with the Level One and Level Two
records.

Level Three

If the ~~student or parent~~complainant did not receive the relief re-
quested at Level Two or if the time for a ~~response~~decision has ex-
pired, the ~~student or parent~~complainant may appeal the decision to
the Board.

The appeal notice must be filed in writing, on a form provided by
the District, within ~~ten~~20 calendar days of the date of the ~~written~~
Level Two ~~response~~decision or, if no ~~response was received,~~
~~within ten~~decision has been communicated to the complainant,
within 20 calendar days of the Level Two ~~response~~decision dead-
line.

~~The Superintendent or designee shall inform the student or parent~~
~~of the date, time, and place of the Board~~Unless the Board dele-
gates a committee in accordance with law, the Board shall hear the
appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee
shall hold a meeting to discuss the complaint no later than 60 cal-
endar days after the date on which the Level Two decision was
made.

The Superintendent shall inform the complainant whether the
Board or a Board committee will hear the appeal and of the date,

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent~~ At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. ~~The written response~~ Any other documents submitted by the complainant at Level Two.
- 3.4. The decision issued at Level Two and any attachments.
- 4.5. All other documents relied upon by the administration in reaching the Level Two decision.

~~The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.~~

~~The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]~~

The complainant may request that the complaint be heard in open or closed meeting. The District shall honor that request unless the Texas Open Meetings Act or other applicable law requires otherwise. [See BE]

At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the ~~student or parent~~ complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. ~~The Board shall hear the complaint and may re-~~

~~quest that the administration provide an explanation for the decisions at the preceding levels.~~ members.

In addition to any other record of the ~~Board~~ meeting required by law, the Board or Board committee shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the ~~student complainant~~ or ~~parent or the student's~~ the complainant's representative, any presentation from the administration, and questions from ~~the~~ Board members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board or Board committee shall then consider the complaint. It ~~may give notice of its~~ shall make a decision ~~orally or in writing at any time up to and including the next regularly scheduled Board meeting.~~ If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at ~~Level Two.~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

“Parent” Defined

Throughout the Student Code of Conduct and discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Corporal Punishment

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee’s duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.

STUDENT DISCIPLINE

FO
(LOCAL)

2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
4. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

**Video and Audio
Monitoring**

Video and audio recording equipment ~~shall~~ **may** be used for safety purposes to monitor student behavior on District property.

Use of Recordings

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to
Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be ~~filed-~~ **submitted** in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be ~~filed~~ **submitted** in accordance with the CKE series.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LE-GAL)]

**Guiding Principles
Informal Process**

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Filing Deadlines

If a member of the public has engaged in the informal process in an attempt to resolve the complaint with the District and has not reached a resolution during the process, the individual must file a complaint within 15 business days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

Deadline Extensions

All deadlines shall be strictly followed unless otherwise required by law or modified by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

~~Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.~~

~~The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any~~

~~level.~~ The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

The complaint form shall be filed with the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances, the individual shall file a Level One complaint with the campus principal for any complaint on a matter related to a campus. For a complaint that arises on a matter that is unrelated to a campus, the complaint shall be filed with the appropriate District-level administrator.

If the subject matter of the complaint requires a Board decision, is a complaint about a Board member, or is a complaint about the Superintendent, the complaint shall be initiated at the Board level. A preliminary hearing to develop a record or recommendation for the Board may be conducted by an appropriate administrator.

A Board member shall be permitted to file a complaint under this policy, but, if the complaint is considered by the Board or Board committee, the Board member shall be prohibited from voting on the Board’s or Board committee’s decision.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

Option to Continue Informal Process

Even after initiating the formal complaint process, the complainant is encouraged to seek informal resolution of their concerns. A complainant whose concerns are resolved may withdraw a formal complaint at any time.

Notice of Complaint

A District employee against whom a complaint has been filed shall be provided notice of the complaint in accordance with administrative regulations. The employee shall have sufficient opportunity to submit a written response to the complaint that shall be included in the record of the complaint.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, ~~including email and fax, or~~ by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic

communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three **business** days after the deadline.

Scheduling
~~Conferences~~Hearin
gs

The District shall make reasonable attempts to schedule ~~confer-
ences~~hearings at a mutually agreeable time. If the ~~individual~~com-
plainant fails to appear at a scheduled ~~conference~~hearing, the Dis-
trict may hold the ~~conference~~hearing and issue a decision in the
~~individual's~~complainant's absence.

Response
~~At Levels One and
Two,
"response"~~Decision

A "decision" shall mean a written communication to the ~~individual~~-
complainant from the appropriate administrator. ~~Responses may
be hand-delivered, sent by electronic communication to the individ-
ual's email address of record, or sent by U.S. Mail to the individ-
ual's mailing address of record. Mailed responses that provides an~~
explanation of the basis of the decision, an indication of each docu-
ment that supports the decision, and any relief or redress to be
provided. A decision shall be issued on the merits of the concern
raised in the complaint notwithstanding any procedural errors or
the type of relief or redress requested.

The decision shall also include information regarding the filing of
an appeal in accordance with this policy. After a hearing at Level
Three, the decision shall include information on submitting an ap-
peal to the commissioner.

A decision may be hand-delivered, sent by electronic communica-
tion to the complainant's email address of record, or sent by U.S.
Mail to the complainant's mailing address of record. Mailed deci-
sions shall be timely if they are postmarked by U.S. Mail on or be-
fore the deadline.

Days

~~"Days" shall mean District business days, unless otherwise noted.
In calculating timelines under this policy, the day a document is
filed is "day zero." The following business day is "day one."~~

Representative

"Representative" shall mean any person who or organization that is
designated by ~~an individual~~a complainant to represent the ~~individu-
al~~complainant in the complaint process.

The ~~individual~~complainant may designate a representative through
written notice to the District at any level of this process. ~~If the indi-
vidual~~The representative may participate in person or by telephone
conference call. If the complainant designates a representative
with fewer than three **business** days' notice to the District before a
scheduled ~~conference or~~hearing, the District may reschedule the
~~conference or~~hearing to a later date, if desired, in order to include
the District's counsel. The District may be represented by counsel
at any level of the process.

PUBLIC COMPLAINTS

GF
(LOCAL)

Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not fileTo promote efficiency in addressing complaints, the appropriate administrator shall determine if separate or serial complaints arising from anyan event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timelinessrelated events shall be consolidated.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writingon a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached toincluded with the complaint form. If the individual complainant does not have copies of these documents, theycopies may be presented at the Level One conferencehearing. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conferencehearing, the complainant may supplement the record with additional documents or include additional claims.</p>
Record	<p>A record of each complaint hearing shall be created and retained in accordance with this policy. The record shall include documents submitted by the complainant, documents determined relevant by District personnel, and the decision.</p>
Remand	<p>A complaint or appeal form that is incomplete in any material aspect mayshall be dismissed, but may be refiled with all the required information if the refiling is within the designated time for filing.re-filed, if at Level One, and remanded at all other levels in order to develop an adequate record of the complaint.</p> <p>If an adequate record has not been developed, the appropriate administrator may remand the complaint to a lower level. The Board or Board committee may remand a complaint to a lower level if at the Board level of review an adequate record has not been developed.</p>

**Assignment of
Hearing Officer**

When a District employee is the subject of a complaint, the hearing shall be conducted by an administrator who is in a supervisory or higher organizational role. The District employee who is the subject of the complaint shall recuse themselves from reviewing the complaint at any level in the process.

Level One

~~Complaint forms must be filed:~~

- ~~3. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and~~
- ~~4. With the lowest level administrator who has the authority to remedy the alleged problem.~~

~~If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.~~

~~If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.~~

~~The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.~~

~~Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator Investi~~
gation

The District may conduct an investigation at any level in the complaint process. If the District and the complainant mutually agree, all deadlines shall be suspended during an investigation.

At Level One, the appropriate hearing officer shall hold a hearing with the complainant within 10 calendar days after receipt of the written complaint. The hearing officer may set reasonable time limits for the hearing.

The hearing officer shall provide the complainant a decision within 20 calendar days following the hearing. In reaching a decision, the hearing officer may consider information provided with the complaint form and any other relevant documents or information the hearing officer believes will help resolve the complaint.

If the ~~individual~~complainant did not receive the relief requested at Level One or if the time for a ~~response~~decision has expired, ~~he or she~~the complainant may request a ~~conference with the Superintendent or designee~~hearing at Level Two to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~20 calendar days of the date of the ~~written~~ Level One ~~response~~decision or, if no ~~response was received,~~ ~~within ten~~decision has been communicated to the complainant, within 20 calendar days of the Level One ~~response~~decision deadline.

After receiving notice of the appeal, the Level One ~~administrator~~hearing officer shall prepare and forward a record of the Level One complaint to the Level Two ~~administrator.~~The individual may ~~request~~hearing officer and provide a copy of the Level One record to the complainant.

The Level One record shall include:

1. The original complaint form and any attachments.
2. ~~All~~Any other documents submitted by the ~~individual~~complainant at Level One.
3. ~~The~~if the complaint is against a District employee, the written response of the District employee, if any.
- ~~3.4.~~4. The decision issued at Level One and any attachments.
- ~~4.5.~~5. All other documents relied upon by the Level One ~~administra-~~torhearing officer in reaching the Level One decision.

The ~~Superintendent or designee shall schedule a conference~~ ~~within ten~~hearing officer shall hold a hearing within 10 calendar days after the appeal notice is filed. The ~~conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference~~hearing officer may set reasonable time limits for the hearing.

The ~~Superintendent or designee~~hearing officer shall provide the ~~in-~~dividual a written response within ~~ten~~complainant a decision within 20 calendar days following the ~~conference~~hearing. In reaching a decision, the ~~Superintendent or designee~~hearing officer may consider the Level One record, any additional information provided ~~at-~~prior to the Level Two ~~conference~~hearing, and any other relevant documents or information the ~~Superintendent or designee~~hearing officer believes will help resolve the complaint.

Recordings of the Level One and Level Two ~~conferences~~hearings, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the ~~individual~~complainant did not receive the relief requested at Level Two or if the time for a ~~response~~decision has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ~~ten~~20 calendar days of the date of the ~~written~~ Level Two ~~response~~decision or, if no ~~response was received,~~ ~~within ten~~ decision has been communicated to the complainant, within 20 calendar days of the Level Two ~~response~~decision deadline.

~~The Superintendent or designee shall inform the individual of the date, time, and place of the Board~~Unless the Board delegates a committee in accordance with law, the Board shall hear the appeal of the Level Two decision.

After receiving notice of the appeal, the Board or Board committee shall hold a meeting to discuss the complaint no later than 60 calendar days after the date on which the Level Two decision was made.

The Superintendent shall inform the complainant whether the Board or a Board committee will hear the appeal and of the date, time, and place of the meeting at which the complaint will be on the agenda for presentation to the Board or Board committee.

~~The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual~~At least five business days before the Board or Board committee meeting, the Superintendent shall provide the complainant a description of any information the Board intends to rely on that is not contained in the record created at the previous hearing levels, including any preliminary hearing.

The Superintendent shall provide the Board the record of the Level Two appeal. The complainant may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
- ~~3. The written response issued at Level Two and any attachments.~~
- ~~4.3. All~~Any other documents ~~relied upon~~submitted by the ~~administration in reaching the~~complainant at Level Two ~~decision.~~
4. The ~~appeal shall be limited to the issues and documents considered~~decision issued at Level Two, ~~except that if at the Level Three hearing and any attachments.~~

5. All other documents relied upon by the administration ~~intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing in~~ reaching the Level Two decision.

The ~~District shall determine whether~~ complainant may request that the complaint ~~will be presented~~ heard in open or closed meeting. ~~in accordance with~~ The District shall honor that request unless the Texas Open Meetings Act ~~and/or~~ other applicable law requires otherwise. [See BE]

~~The~~At the meeting, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the ~~individual~~ complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by ~~the~~ Board. ~~The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.~~ members.

In addition to any other record of the ~~Board~~ meeting required by law, the Board ~~or Board committee~~ shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the ~~individual~~ complainant or ~~his or her~~ the complainant's representative, any presentation from the administration, and questions from ~~the~~ Board members with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board ~~or Board committee~~ shall then consider the complaint. It ~~may give notice of its~~ shall make a decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. ~~If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two~~ no later than 30 calendar days after the date of the Board or Board committee meeting at which the complaint was presented. The complainant shall be provided a decision in accordance with this policy and state law.

COMMUNITY RELATIONS
CONDUCT ON SCHOOL PREMISES

GKA
(LOCAL)

**Access to District
Property**

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or
Exclusion Under
Education Code
37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus
Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

**Distribution of
Publications**

Duplicated, written, or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials shall not be sold, circulated, or distributed by persons or groups not associated with the school on any school premises in the District, unless they have received permission in accordance with GKDA.

Prohibitions

Tobacco and
E-Cigarettes

The District prohibits smoking and the use of tobacco products, e-cigarettes, or other electronic vaporizing devices on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. ~~A Texas~~ An individual who holds a handgun license holder in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Albessa Chavez, Chief Financial Officer

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF ANNUAL FINANCIAL REPORT

DATE: November 18, 2025

Albessa Chavez, Chief Financial Officer, will present the 2024-2025 school year annual financial report to the Board for approval.

External auditors Whitley Penn LLP will provide the audit opinion and be available to answer questions related to the audit.

Administrative Recommendation:

Approval of Annual Financial Report



Ector County ISD

2024 - 2025

Financial Report Draft



Annual Financial and Compliance Report

Each year, a Charter School, Independent School District (ISD) or education service center (ESC) must take the following steps:

1. Prepare its annual financial statements.
2. Have its annual financial statements audited by a licensed independent certified public accountancy (CPA) firm.
3. Submit the resulting audited annual financial and compliance report (AFR) and additional data to the Texas Education Agency (TEA) for review.

When is the AFR due to TEA?

An AFR is due by no later than 150 days after the close of a district's fiscal year. The following table shows the due dates for different fiscal year calendars.

If a district's fiscal year ends on	then the AFR is due to TEA on or before
August 31,	January 28.
June 30,	November 27.

EDUCATION CODE

TITLE 2. PUBLIC EDUCATION

SUBTITLE I. SCHOOL FINANCE AND FISCAL MANAGEMENT

CHAPTER 44. FISCAL MANAGEMENT

SUBCHAPTER A. SCHOOL DISTRICT FISCAL MANAGEMENT

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

TABLE OF CONTENTS

Document page
number not PDF
number.

Introductory Section

- Certificate of the Board
- Organization Chart
- Board of Trustees, Consultants and Advisors

Financial Section

- Independent Auditor’s Report
- Management’s Discussion and Analysis

Basic Financial Statements:

Government-wide Financial Statements:

- Statement of Net Position
- Statement of Activities

Governmental Fund Financial Statements:

- Balance Sheet
- Reconciliation of Balance Sheet for Governmental Funds to Statement of Net Position
- Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds
- Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance of Governmental Funds to the Statement of Activities

Page Exhibit

i
ii
iii

1
4

12 A-1
13 B-1

14 C-1
16 C-1R
17 C-2

19 C-2R

Certificate of Board

CERTIFICATE OF BOARD

Ector County Independent School District
Name of School District

Ector
County

068901
Co.-Dist. Number

We, the undersigned, certify that the attached annual financial report of the above-named school district was reviewed and approved for the year ended June 30, 2025, at a meeting of the Board of Trustees of such school district on November 18, 2025.

Board Secretary

Board President

Board of Trustees

Tammy Hawkins	President
Steve Brown	Vice President
Bob Thayer	Secretary
Dawn Miller	Member
Delma Abalos	Member
Wayne Woodall	Member
Chris Stanley	Member

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
Ector County Independent School District

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Ector County Independent School District (the "District"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Clean/Unmodified opinion

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT *MANAGEMENT'S DISCUSSION AND ANALYSIS*

260

Our discussion and analysis of Ector County Independent School District's financial performance provides an overview of the District's financial activities for the year ended June 30, 2025. Please read it in conjunction with the District's financial statements, which begin on page 12.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources exceeded the liabilities and deferred inflows of resources of the District at the close of the most recent fiscal year by \$281,118,492. Of this amount, \$271,951,208 is net investment in capital assets which represents the net value of the capital assets less the related debt. Restricted net position amounts of \$12,081,161, \$41,389,621, and \$419,478 are restricted for child nutrition, debt service, and other purposes, respectively. The remaining amount was a deficit unrestricted net position of (\$44,722,976).
- The District's total net position increased by \$64,868,332. This is primarily related to an overall increase in revenues including state aid formula grants, insurance recoveries and investment earnings.

Basic Financial Statements

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF NET POSITION
June 30, 2025

Exhibit A-1

Data Control Codes		Governmental Activities
Assets		
1110	Cash and cash equivalents	\$ 8,723,321
1120	Current investments	415,049,294
1225	Property taxes receivables, net	17,004,723
1240	Due from other governments	68,127,157
1267	Due from fiduciary funds	9,180
1290	Other receivables, net	597,442
1300	Inventories	2,957,140
1410	Prepaid items	145,952
Capital assets not subject to depreciation:		
1510	Land	22,172,134
1580	Construction in Progress	50,832,442
Capital assets net of depreciation:		
1520	Buildings and improvements, net	263,505,731
1530	Furniture and equipment, net	25,324,855
1540	Other Capital Assets, net	11,374,516
1550	Right-to-use assets, net	2,257,479
1000	Total Assets	888,081,366

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2025

Exhibit B-1

Data Control Codes	Functions/Programs	Expenses	Program Revenue		Net (Expense) Revenue and Changes in Net Position
			Charges for Services	Operating Grants and Contributions	
Governmental activities:					
11	Instruction	\$ 214,195,569	\$ 1,049,545	\$ 21,648,542	\$ (191,497,482)
12	Instructional resources and media services	2,076,629	171,675	43,821	(1,861,133)
13	Curriculum and staff development	12,600,781	14,306	6,009,522	(6,576,953)
21	Instructional leadership	5,023,942	-	369,758	(4,654,184)
23	School leadership	22,207,042	729,619	680,841	(20,796,582)
31	Guidance, counseling, and evaluation services	17,169,654	-	1,519,971	(15,649,683)
32	Social work services	1,851,979	-	376,048	(1,475,931)
33	Health services	3,052,443	-	333,354	(2,719,089)
34	Student transportation	8,884,502	-	33,083	(8,851,419)
35	Food service	19,639,351	715,182	21,619,413	2,695,244
36	Extracurricular activities	9,038,120	429,188	20,210	(8,588,722)
41	General administration	7,917,948	-	206,091	(7,711,857)
51	Facilities maintenance and operations	39,857,195	-	2,863,810	(36,993,385)
52	Security and monitoring services	6,745,796	-	2,310,177	(4,435,619)
53	Data processing services	9,392,890	-	18,665	(9,374,225)
61	Community services	1,631,624	-	171,206	(1,460,418)
72	Interest and fiscal charges for long term debt	13,004,751	-	1,215,675	(11,789,076)
81	Facilities acquisition and construction	391	-	391	-
99	Other intergovernmental charges	2,142,410	-	-	(2,142,410)
TG	Total Governmental Activities	\$ 396,433,017	\$ 3,109,515	\$ 59,440,578	(333,882,924)

Basis of Accounting: Accrual

Change in Net Position is an Increase of \$64,868,332

Data Control Codes		
General revenues:		
Taxes:		
MT	Property taxes, levied for general purposes	133,201,482
DT	Property taxes, levied for debt service	44,908,259
SF	State-aid formula grants	185,646,808
IE	Investment earnings	20,649,439
MI	Miscellaneous	14,345,268
TR	Total General Revenues	398,751,256
CN	Change in net position	64,868,332
NB	Net Position - Beginning	216,250,160
NE	Net Position - Ending	\$ 281,118,492

Governmental Fund Financial Statements

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2025

Exhibit C-1

Data Control Codes	General Fund	National School Breakfast & Lunch Program Fund	Debt Service Fund	Capital Projects Fund
Assets				
1110	\$ 5,716,241	\$ 16,878	\$ 5,395	\$ -
1120	79,110,010	10,775,872	40,319,629	261,269,197
Receivables:				
1220	22,446,252	-	4,815,131	-
1230	(8,445,044)	-	(1,811,616)	-
1240	62,512,217	105,273	-	-
1260	5,785,880	151,439	279,947	107,987
1290	581,015	911	-	-
1300	1,358,834	1,598,306	-	-
1410	145,952	-	-	-
1000	\$ 169,211,357	\$ 12,648,679	\$ 43,608,486	\$ 261,377,184
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
2110	\$ 6,150,689	\$ 519,143	\$ -	\$ 9,844,963
2150	2,169,106	1,907	-	-
2160	12,813,337	27,399	-	-
2170	3,267,447	5,396	-	7,328
2200	420,743	13,673	-	1,147,376
2300	26,330	-	-	-
2000	24,847,652	567,518	-	10,999,667
Deferred Inflows of Resources				
2600	14,001,208	-	3,003,515	-
2600	14,001,208	-	3,003,515	-
Fund Balances				
Non-Spendable:				
3410	1,358,834	-	-	-
3430	145,952	-	-	-
Restricted:				
3450	-	12,081,161	-	-
3470	-	-	-	250,377,517
3480	-	-	40,604,971	-
3490	-	-	-	-
Committed:				
3510	851,776	-	-	-
3530	939,782	-	-	-
3540	3,000,000	-	-	-
3545	1,192,491	-	-	-
Assigned				
3550	5,000,000	-	-	-
3570	6,682,738	-	-	-
3590	26,369,439	-	-	-
3600	84,821,485	-	-	-
3000	130,362,497	12,081,161	40,604,971	250,377,517
4000	\$ 169,211,357	\$ 12,648,679	\$ 43,608,486	\$ 261,377,184

Basis of Accounting: Modified Accrual

Detail of Nonmajor Funds is found on pages 66-85

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2025

Exhibit C-1

Data Control Codes	Insurance Recovery	Nonmajor Governmental Funds	Total Governmental Funds
Assets			
1110	\$ -	\$ 1,748,474	\$ 7,486,988
1120	-	10,537,684	402,012,392
Receivables:			
1220	-	-	27,261,383
1230	-	-	(10,256,660)
1240	-	5,509,667	68,127,157
1260	-	19,857	6,345,110
1290	-	2,280	584,206
1300	-	-	2,957,140
1410	-	-	145,952
1000	\$ -	\$ 17,817,962	\$ 504,663,668
Liabilities, Deferred Inflows of Resources, and Fund Balances			
Liabilities			
2110	\$ -	\$ 369,853	\$ 16,884,648
2150	-	111,277	2,282,290
2160	-	1,852,947	14,693,683
2170	-	3,047,860	6,328,031
2200	-	-	1,581,792
2300	-	224,414	250,744
2000	-	5,606,351	42,021,188
Deferred Inflows of Resources			
2600	-	-	17,004,723
2600	-	-	17,004,723
Fund Balances			
Non-Spendable:			
3410	-	-	1,358,834
3430	-	-	145,952
Restricted:			
3450	-	-	12,081,161
3470	-	-	250,377,517
3480	-	-	40,604,971
3490	-	419,478	419,478
Committed:			
3510	-	-	851,776
3530	-	-	939,782
3540	-	-	3,000,000
3545	-	11,792,133	12,984,624
Assigned			
3550	-	-	5,000,000
3570	-	-	6,682,738
3590	-	-	26,369,439
3600	-	-	84,821,485
3000	-	12,211,611	445,637,757
4000	\$ -	\$ 17,817,962	\$ 504,663,668

Governmental Fund Financial Statements

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit C-2

Data Control Codes		General Fund	National School Breakfast & Lunch Program	Debt Service Fund	Capital Projects Fund
Revenues					
5700	Local, intermediate, and out-of-state	\$ 143,780,470	\$ 1,173,726	\$ 45,350,188	\$ 13,552,938
5800	State program revenues	200,556,799	477,536	1,215,675	-
5900	Federal program revenues	2,985,959	21,474,758	-	-
5020	Total Revenues	347,323,228	23,126,020	46,565,863	13,552,938
Expenditures					
Current:					
0011	Instruction	196,479,779	-	-	8,207,168
0012	Instruction resources and media services	2,082,529	-	-	-
0013	Curriculum and instructional staff development	7,487,956	-	-	-
0021	Instructional leadership	4,929,824	-	-	-
0023	School leadership	21,083,019	-	-	-
0031	Guidance, counseling and evaluation services	16,812,975	-	-	-
0032	Social work services	1,557,711	-	-	-
0033	Health services	3,092,484	-	-	-
0034	Student transportation	9,911,280	-	-	-
0035	Food services	-	20,207,472	-	-
0036	Extracurricular activities	6,917,202	-	-	-
0041	General administration	8,256,771	-	-	-
0051	Facilities maintenance and operations	37,923,171	-	-	68,870
0052	Security and monitoring services	7,203,044	-	-	4,656,068
0053	Data processing services	9,493,198	-	-	-
0061	Community services	1,679,902	-	-	-
Debt Service:					
0071	Principal on long-term debt	918,515	-	12,965,000	-
0072	Interest on long-term debt	75,162	-	11,899,366	-
Capital Outlay:					
0081	Facilities acquisition and construction	1,363,836	-	-	40,273,249
Intergovernmental:					
0099	Other intergovernmental charges	2,142,407	-	-	-
6030	Total Expenditures	339,410,765	20,207,472	24,864,366	53,205,355
1100	Excess (deficiency) of revenues over expenditures	7,912,463	2,918,548	21,701,497	(39,652,417)
Other Financing Sources (Uses)					
7912	Sale of real or personal property	186,924	7,966	-	-
7913	Leases issued	1,470,175	-	-	-
7949	SBITAs issued	1,046,580	-	-	-
7915	Transfers in	-	-	-	-
7917	Other resources	-	-	1,600,865	-
8911	Transfers out	(347,210)	-	-	-
7080	Total Other Financing Sources (Uses)	2,356,469	7,966	1,600,865	-
1200	Net change in fund balances	10,268,932	2,926,514	23,302,362	(39,652,417)
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	120,093,565	9,154,647	17,302,609	290,029,934
1300	Change with financial reporting entity (major to nonmajor)	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Restated)	120,093,565	9,154,647	17,302,609	290,029,934
3000	Fund Balance - June 30 (Ending)	\$ 130,362,497	\$ 12,081,161	\$ 40,604,971	\$ 250,377,517

Basis of Accounting: Modified Accrual

Printed in Newspaper

General Fund Net Change in Fund Balance Increased by \$10,268,932

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit C-2

Data Control Codes		Insurance Recovery Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues				
5700	Local, intermediate, and out-of-state	\$ -	\$ 8,633,019	\$ 212,490,341
5800	State program revenues	-	8,131,779	210,381,789
5900	Federal program revenues	-	23,584,035	48,044,752
5020	Total Revenues	-	40,348,833	470,916,882
Expenditures				
Current:				
0011	Instruction	-	21,221,054	225,908,001
0012	Instruction resources and media services	-	173,697	2,256,226
0013	Curriculum and instructional staff development	-	5,942,720	13,430,676
0021	Instructional leadership	-	340,838	5,270,662
0023	School leadership	-	1,505,270	22,588,289
0031	Guidance, counseling and evaluation services	-	1,401,574	18,214,549
0032	Social work services	-	367,790	1,925,501
0033	Health services	-	103,662	3,196,146
0034	Student transportation	-	2,471	9,913,751
0035	Food services	-	-	20,207,472
0036	Extracurricular activities	-	356,083	7,273,285
0041	General administration	-	67,355	8,324,126
0051	Facilities maintenance and operations	-	87,327	38,079,368
0052	Security and monitoring services	-	2,282,113	14,141,225
0053	Data processing services	-	-	9,493,198
0061	Community services	-	328,602	2,008,504
Debt Service:				
0071	Principal on long-term debt	-	-	13,883,515
0072	Interest on long-term debt	-	-	11,974,528
Capital Outlay:				
0081	Facilities acquisition and construction	-	213,054	41,850,139
Intergovernmental:				
0099	Other intergovernmental charges	-	-	2,142,407
6030	Total Expenditures	-	34,393,610	472,081,568
1100	Excess (deficiency) of revenues over expenditures	-	5,955,223	(1,164,686)
Other Financing Sources (Uses)				
7912	Sale of real or personal property	-	-	194,890
7913	Leases issued	-	-	1,470,175
7949	SBITAs issued	-	-	1,046,580
7915	Transfers in	-	347,210	347,210
7949	Other resources	-	-	1,600,865
8911	Transfers out	-	-	(347,210)
7080	Total Other Financing Sources (Uses)	-	347,210	4,312,510
1200	Net change in fund balances	-	6,302,433	3,147,824
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	2,938,862	2,970,316	442,489,933
1300	Change with financial reporting entity (major to nonmajor)	(2,938,862)	2,938,862	-
0100	Fund Balance - July 1 (Beginning, as Restated)	-	5,909,178	442,489,933
3000	Fund Balance - June 30 (Ending)	\$ -	\$ 12,211,611	\$ 445,637,757

263

Proprietary/Internal Service Funds

- These funds are established to account for any activity that provides services on a cost reimbursement basis within the district.
- Funds include the following:
 - **Housing Fund**
 - **Workers Compensation Fund**
 - **Medical Trust Fund**
- Net Position of \$11.2 million
- Details of the funds can be found on
 - Combining Statements H-3 and H-4 and H-5
 - Pages 86-88

Exhibit D-1 INTY INDEPENDENT SCHOOL DISTRICT
 STATEMENT OF NET POSITION
 PROPRIETARY FUNDS
 June 30, 2025

Exhibit D-1

	Governmental Activities - Internal Service Fund
Assets	
Current Assets:	
Cash and cash equivalents	\$ 1,236,333
Current investments	13,036,902
Receivables:	
Other receivables	13,236
Total Current Assets	14,286,471
Noncurrent Assets:	
Land	54,012
Building and improvements	3,663,335
Accumulated depreciation - buildings	(835,218)
Total Noncurrent assets	2,882,129
Total Assets	\$ 17,168,600
Liabilities	
Current Liabilities:	
Accounts payable	\$ 764,134
Due to other funds	7,899
Total Current Liabilities	772,033
Noncurrent Liabilities:	
Claims and judgments due within one year	552,807
Claims and judgments due in more than one year	4,631,654
Total Noncurrent Liabilities	5,184,461
Total Liabilities	\$ 5,956,494
Net Position	
Net investment in capital assets	\$ 2,882,129
Unrestricted net position	8,329,977
Total Net Position	\$ 11,212,106

Fiduciary/Custodial Funds

- These funds are established to account for any activity that are held in trust for others.
- They are managed by the ISD, but not owned by the ISD.
- Funds include the following:
 - **Student Activity Funds at the campuses**
- Funds are **not** detailed in combining statements in the report.
- Net Position is \$1.2 million.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF FIDUCIARY NET POSITION
June 30, 2025

Exhibit E-1

	<u>Custodial Fund</u>
Assets	
Current Assets:	
Cash and cash equivalents	\$ 1,192,382
Total Assets	<u>\$ 1,192,382</u>
Liabilities	
Current Liabilities:	
Accounts payable	\$ 25
Due to other funds	9,180
Total Liabilities	<u>\$ 9,205</u>
Net Position	
Restricted for Other Purposes	\$ 1,183,177
Total Net Position	<u>\$ 1,183,177</u>

265

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
For the Year Ended June 30, 2025

Exhibit E-2

	<u>Custodial Fund</u>
Additions	
Revenues from student activities	\$ 336,010
Total Additions	<u>336,010</u>
Deductions	
Professional and Contracted Services	128,431
Supplies and Materials	15,774
Other Deductions	195,424
Total Deductions	<u>339,629</u>
Change in net position	(3,619)
Net Position Beginning of Year	1,186,796
Net Position - Ending	<u>\$ 1,183,177</u>

1. Summary of Significant Accounting Policies
 - A. Reporting Entity
 - B. Government-wide and Fund Financial Statements
 - C. Measurement Focus, Basis of Accounting, & Financial Statement Presentation
 - D. Deposits and Investments
 - E. Receivables and Payables
 - F. Inventories and Prepaid Items
 - G. Capital Assets
 - H. Compensated Absences
 - I. Long-Term Obligations

32 pages of notes and charts

Notes to Financial Statements continued

1. Summary of significant accounting policies (continued)
 - J. Deferred Outflows/Inflows of Resources
 - K. Pensions
 - L. Other Post-Employment Benefits
 - M. Net Position
 - N. Fund Balance
 - O. Data Control Codes
 - P. Use of Estimates
 - Q. Implementation of New Accounting Standards

Notes to Financial Statements continued

2. Deposits and Investments
3. Receivables and Unearned Revenue
4. Interfund Receivables, Payables, and Transfers
5. Capital Assets
6. Long-Term Liabilities
7. Revenues from Local, Intermediate, and Out-of-State Sources
8. Defined Benefit Pension Plan
9. Defined Other Post-Employment Plans
10. Risk Management
11. Shared Service Arrangements
12. Contingent Liabilities
13. Arbitrage
14. Tax Abatements
15. Risk Disclosures – Concentrations and Constraints
16. Subsequent Event

Budgetary Comparisons

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
 For The Year Ended June 30, 2025

Exhibit G-1

Data Control Codes	Budgeted Amounts		Actual Amounts, GAAP Basis	Variance with Final Budget	
	Original	Final			
Revenues					
5700	Local revenues	\$ 147,226,062	\$ 143,914,279	\$ 143,780,470	\$ (133,809)
5800	State program revenues	186,521,938	197,375,791	200,556,799	3,181,008
5900	Federal program revenues	3,500,000	2,900,000	2,985,959	85,959
5020	Total Revenues	337,248,000	344,190,070	347,323,228	3,133,158
Expenditures					
Current:					
0011	Instruction	200,591,101	201,609,891	196,479,779	5,130,112
0012	Instruction resources and media services	2,080,846	2,639,424	2,082,529	556,895
0013	Curriculum and instructional staff development	9,812,543	8,807,543	7,487,956	1,319,587
0021	Instructional leadership	5,236,712	5,291,712	4,929,824	361,888
0023	School leadership	19,788,203	22,028,482	21,083,019	945,463
0031	Guidance, counseling and evaluation services	16,622,717	17,552,717	16,812,975	739,742
0032	Social work services	1,898,930	1,753,930	1,557,711	196,219
0033	Health services	3,206,566	3,216,566	3,092,484	124,082
0034	Student transportation	10,848,013	11,290,543	9,911,280	1,379,263
0036	Extracurricular activities	8,062,579	7,968,823	6,917,202	1,051,621
0041	General administration	8,517,284	9,283,284	8,256,771	1,026,513
0051	Facilities maintenance and operations	36,845,955	41,955,435	37,923,171	4,032,264
0052	Security and monitoring services	8,225,177	7,726,312	7,203,044	523,268
0053	Data processing services	9,325,521	9,909,507	9,493,198	416,309
0061	Community services	1,511,998	1,965,508	1,679,902	285,606
Debt Service:					
0071	Principal on long-term debt	1,312,838	1,301,838	918,515	383,323
0072	Interest on long-term debt	75,162	75,162	75,162	-
Capital Outlay:					
0081	Facilities acquisition and construction	3,000,000	2,782,499	1,363,836	1,418,663
Intergovernmental:					
0099	Other Intergovernmental Charges	2,260,855	2,260,855	2,142,407	118,448
6030	Total Expenditures	349,223,000	359,420,031	339,410,765	20,009,266
1100	Excess (deficiency) of revenues over expenditures	(11,975,000)	(15,229,961)	7,912,463	23,142,424
Other Financing Sources (Uses)					
7912	Sale of property	500,000	500,000	186,924	(313,076)
7913	Right-to-uses leases	-	-	1,470,175	1,470,175
7949	Subscription based IT assets	-	-	1,046,580	1,046,580
8911	Transfers Out	(525,000)	(525,000)	(347,210)	177,790
7080	Total Other Financing Sources (Uses)	(25,000)	(25,000)	2,356,469	2,381,469
1200	Net change in fund balances	(12,000,000)	(15,254,961)	10,268,932	25,523,893
0100	Fund Balances - Beginning	120,093,565	120,093,565	120,093,565	-
3000	Fund Balances - Ending	\$ 108,093,565	\$ 104,838,604	\$ 130,362,497	\$ 25,523,893

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
BUDGETARY COMPARISON SCHEDULE
NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM
 For The Year Ended June 30, 2025

Exhibit G-2

Data Control Codes	Budgeted Amounts		Actual Amounts	Variance with Final Budget	
	Original	Final			
Revenues					
5700	Local revenues	\$ 702,700	\$ 702,700	\$ 1,173,726	\$ 471,026
5800	State program revenues	434,000	434,000	477,536	43,536
5900	Federal program revenues	19,140,615	21,371,345	21,474,758	103,413
5020	Total Revenues	20,277,315	22,508,045	23,126,020	617,975
Expenditures					
Current:					
0035	Food services	20,327,315	24,018,655	20,207,472	3,811,183
6030	Total Expenditures	20,327,315	24,018,655	20,207,472	3,811,183
1100	Excess (deficiency) of revenues over expenditures	(50,000)	(1,510,610)	2,918,548	4,429,158
Other Financing Sources (Uses)					
7912	Sale of real or personal property	50,000	50,000	7,966	(42,034)
7080	Total Other Financing Sources (Uses)	50,000	50,000	7,966	(42,034)
1200	Net change in fund balances	-	(1,460,610)	2,926,514	4,387,124
0100	Fund Balances - Beginning	9,154,647	9,154,647	9,154,647	-
3000	Fund Balances - Ending	\$ 9,154,647	\$ 7,694,037	\$ 12,081,161	\$ 4,387,124

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF
THE NET PENSION LIABILITY
TEACHER RETIREMENT SYSTEM OF TEXAS
For the Last Ten Measurement Years

Exhibit G-3

	2024	2023	2022	2021	2020
District's proportion of the net pension liability	0.19670%	0.19060%	0.17920%	0.18300%	0.15255%
District's proportionate share of the net pension liability	\$ 120,146,468	\$ 130,911,861	\$ 106,403,268	\$ 46,597,268	\$ 81,703,061
State's proportionate share of the net pension liability associated with the District	116,272,085	140,653,940	132,833,188	59,774,871	133,153,469
Total	\$ 236,418,553	\$ 271,565,801	\$ 239,236,456	\$ 106,372,139	\$ 214,856,530
District's covered payroll (for Measurement Year)	\$ 223,795,828	\$ 214,103,085	\$ 202,521,314	\$ 194,543,132	\$ 178,615,584
District's proportionate share of the net pension liability as a percentage of its covered payroll	53.69%	61.14%	52.54%	23.95%	45.74%
Plan fiduciary net position as a percentage of the total pension liability *	77.51%	73.15%	75.65%	88.79%	75.74%

	2019	2018	2017	2016	2015
District's proportion of the net pension liability	0.17173%	0.16252%	0.16301%	0.17793%	0.17171%
District's proportionate share of the net pension liability	\$ 89,271,128	\$ 89,454,550	\$ 52,121,909	\$ 67,236,631	\$ 60,696,210
State's proportionate share of the net pension liability associated with the District	115,099,303	130,227,666	81,929,372	96,003,500	88,961,129
Total	\$ 204,370,431	\$ 219,682,216	\$ 134,051,281	\$ 163,240,131	\$ 149,657,339
District's covered payroll (for Measurement Year)	\$ 166,363,097	\$ 162,321,705	\$ 164,691,543	\$ 162,443,801	\$ 150,542,332
District's proportionate share of the net pension liability as a percentage of its covered payroll	53.66%	55.11%	31.65%	41.39%	40.32%
Plan fiduciary net position as a percentage of the total pension liability *	75.24%	73.74%	82.17%	78.00%	78.43%

* Per Teacher Retirement System of Texas' comprehensive annual financial report.

The amounts presented for each Plan year which ends the preceding August 31 of the District's fiscal year.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF
THE NET OPEB LIABILITY
TEACHER RETIREMENT SYSTEM OF TEXAS
For the Last Eight Measurement Years Ended June 30

Exhibit G-5

	2024	2023	2022	2021
District's proportion of the net OPEB liability	0.24295%	0.23750%	0.23650%	0.25520%
District's proportionate share of the net OPEB liability	\$ 73,739,824	\$ 52,579,993	\$ 56,639,261	\$ 98,426,461
State's proportionate share of the net OPEB liability associated with the District	92,394,999	63,445,843	69,091,000	131,869,523
Total	\$ 166,134,823	\$ 116,025,836	\$ 125,730,261	\$ 230,295,984
District's covered payroll (for Measurement Year)	\$ 223,795,828	\$ 214,103,085	\$ 202,521,314	\$ 194,543,132
District's proportionate share of the net OPEB liability as a percentage of its covered payroll	32.9%	24.6%	28.0%	50.6%
Plan fiduciary net position as a percentage of the total OPEB liability	13.70%	14.94%	11.52%	6.18%

Notes:

The amounts presented for each Plan year which ends the preceding August 31 of the District's fiscal year.

Ten years of data should be presented in this schedule but data is unavailable prior to the implementation of GASB 75 in 2017.

	2020	2019	2018	2017
District's proportion of the net OPEB liability	0.25238%	0.25253%	0.24519%	0.25593%
District's proportionate share of the net OPEB liability	\$ 95,940,818	\$ 119,423,267	\$ 122,426,875	\$ 111,292,438
State's proportionate share of the net OPEB liability associated with the District	128,921,462	158,686,808	135,999,016	126,511,621
Total	\$ 224,862,280	\$ 278,110,075	\$ 258,425,891	\$ 237,804,059
District's covered payroll (for Measurement Year)	\$ 178,615,584	\$ 166,363,097	\$ 162,321,705	\$ 164,691,543
District's proportionate share of the net OPEB liability as a percentage of its covered payroll	53.7%	71.8%	75.4%	67.6%
Plan fiduciary net position as a percentage of the total OPEB liability	4.99%	2.66%	1.57%	91.00%

Notes:

The amounts presented for each Plan year which ends the preceding August 31 of the District's fiscal year.

This schedule shows only the years for which this information is available. Additional information will be added until 10 years of data are available and reported.

Combining Balance Sheet – Non Major Governmental Funds

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

271

	206	211	224	225
Data Control Codes	TEHCY ESEA Title X, Part C	ESEA Title I	IDEA-Part B, Formula	IDEA-Part B, Preschool
Assets				
1110 Cash and cash equivalents	\$ -	\$ -	\$ -	\$ -
1120 Current investments	-	-	-	-
Receivables:				
1240 Due from other governments	15,874	2,545,297	1,263,412	14,036
1260 Due from other funds	-	-	-	-
1290 Other receivables	-	137	-	-
1000 Total Assets	\$ 15,874	\$ 2,545,434	\$ 1,263,412	\$ 14,036
Liabilities and Fund Balances				
Liabilities				
2110 Accounts payable	\$ 48	\$ 202,207	\$ -	\$ -
2150 Payroll deduction and withholdings	-	49,009	46,642	515
2160 Accrued wages payable	-	1,250,782	456,568	5,554
2170 Due to other funds	15,826	819,022	760,202	7,967
2300 Unearned revenue	-	224,414	-	-
2000 Total Liabilities	15,874	2,545,434	1,263,412	14,036
Fund Balances				
Restricted:				
3490 Other purposes	-	-	-	-
Committed:				
3545 Other purposes	-	-	-	-
3000 Total Fund Balances	-	-	-	-
4000 Liabilities and Fund Balances	\$ 15,874	\$ 2,545,434	\$ 1,263,412	\$ 14,036

	496	497	Total Nonmajor Governmental Funds
Data Control Codes	Odessa Regional School Clinic	Weldon Scholarship Fund	
Assets			
1110 Cash and cash equivalents	\$ 17,137	\$ -	\$ 1,748,474
1120 Current investments	-	32,895	10,537,684
Receivables:			
1240 Due from other governments	-	-	5,509,667
1260 Due from other funds	-	-	19,857
1290 Other receivables	-	-	2,280
1000 Total Assets	\$ 17,137	\$ 32,895	\$ 17,817,962
Liabilities, Deferred Inflows of Resources, and Liabilities			
2110 Accounts payable	\$ -	\$ -	\$ 369,853
2150 Payroll deduction and withholdings	-	-	111,277
2160 Accrued wages payable	-	-	1,852,947
2170 Due to other funds	-	-	3,047,860
2300 Unearned revenue	-	-	224,414
2000 Total Liabilities	-	-	5,606,351
Fund Balance			
Restricted:			
3490 Other purposes	17,137	32,895	419,478
Committed:			
3545 Other purposes	-	-	11,792,133
3000 Total Fund Balances	17,137	32,895	12,211,611
4000 Total Liabilities, Deferred inflows of Resources,	\$ 17,137	\$ 32,895	\$ 17,817,962

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Non-Major Governmental Funds

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
 For the Year Ended June 30, 2025

Exhibit H-2

Data Control Codes	206	211	224	225
	TEHCY ESEA Title X, Part C	ESEA Title I	IDEA-Part B, Formula	IDEA-Part B, Preschool
Revenues				
5700	\$ -	\$ -	\$ -	\$ -
5800	-	-	-	-
5900	97,863	10,307,199	6,689,083	79,755
5020 Total Revenues	97,863	10,307,199	6,689,083	79,755
Expenditures				
Current:				
0011	-	6,363,667	5,172,479	79,755
0012	-	31,554	-	-
0013	-	3,273,929	99,345	-
0021	-	122,712	214,307	-
0023	-	159,382	-	-
0031	-	91,666	1,200,481	-
0032	97,863	84,010	-	-
0033	-	18,147	-	-
0034	-	-	2,471	-
0036	-	-	-	-
0041	-	-	-	-
0051	-	-	-	-
0052	-	-	-	-
0061	-	162,132	-	-
Capital Outlay:				
0081	-	-	-	-
6030 Total Expenditures	97,863	10,307,199	6,689,083	79,755
1100	-	-	-	-
Other Financing Sources (Uses)				
7915	-	-	-	-
7080 Total Other Financing Sources (Uses)	-	-	-	-
1200	-	-	-	-
0100	-	-	-	-
1300	-	-	-	-
0100	-	-	-	-
3000 Fund Balance - June 30 (Ending)	\$ -	\$ -	\$ -	\$ -

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
 For the Year Ended June 30, 2025

Exhibit H-2

Data Control Codes	496	497	Total Nonmajor Governmental Funds
	Odessa Regional School Clinic	Weldon Scholarship Fund	
Revenues			
5700	\$ -	\$ 1,498	\$ 8,633,019
5800	-	-	8,131,779
5900	-	-	23,584,035
5020 Total Revenues	-	1,498	40,348,833
Expenditures			
Current:			
0011	-	-	21,221,054
0012	-	-	173,697
0013	-	-	5,942,720
0021	-	-	340,838
0023	-	-	1,505,270
0031	-	-	1,401,574
0032	-	-	367,790
0033	-	-	103,662
0034	-	-	2,471
0036	-	-	356,083
0041	-	-	67,355
0051	-	-	87,327
0052	-	-	2,282,113
0061	-	-	328,602
Capital Outlay:			
0081	-	-	213,054
6030 Total Expenditures	-	-	34,393,610
1100	-	1,498	5,955,223
Other Financing Sources (Uses)			
7915	-	-	347,210
7080 Total Other Financing Sources (Uses)	-	-	347,210
1200	-	1,498	6,302,433
0100	17,137	31,397	2,970,316
1300	-	-	2,938,862
0100	17,137	31,397	5,909,178
3000 Fund Balance - June 30 (Ending)	\$ 17,137	\$ 32,895	\$ 12,211,611

Internal Service Funds

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
June 30, 2025

Exhibit H-3

	715	771	772	Total Internal Service Funds
	Housing Fund	Worker's Comp	Medical Trust	
Assets				
Current Assets:				
Cash and cash equivalents	\$ 165,057	\$ -	\$ 1,071,276	\$ 1,236,333
Current investments	-	8,358,713	4,678,189	13,036,902
Receivables:				
Other receivables	-	-	13,236	13,236
Total Current Assets	165,057	8,358,713	5,762,701	14,286,471
Noncurrent Assets:				
Capital Assets:				
Land	54,012	-	-	54,012
Buildings	3,663,335	-	-	3,663,335
Accumulated depreciation - Buildings	(835,218)	-	-	(835,218)
Total Noncurrent Assets	2,882,129	-	-	2,882,129
Total Assets	3,047,186	8,358,713	5,762,701	17,168,600
Liabilities				
Current Liabilities:				
Accounts payable	35,777	-	728,357	764,134
Due to other funds	7,899	-	-	7,899
Total Liabilities	43,676	-	728,357	772,033
Non-Current Liabilities:				
Claims and judgments due within one year	-	552,807	-	552,807
Claims and judgments due in more than one year	-	1,744,944	2,886,710	4,631,654
Total Non-Current Liabilities	-	2,297,751	2,886,710	5,184,461
Total Liabilities	43,676	2,297,751	3,615,067	5,956,494
Net Position				
Net investment in capital assets	2,882,129	-	-	2,882,129
Unrestricted net position	121,381	6,060,962	2,147,634	8,329,977
Total Net Position	\$ 3,003,510	\$ 6,060,962	\$ 2,147,634	\$ 11,212,106

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended June 30, 2025

Exhibit H-4

	715	771	772	Total Internal Service Funds
	Housing Fund	Worker's Comp	Medical Trust	
Operating Revenues				
Rent revenue	\$ 360,818	\$ -	\$ -	\$ 360,818
Employee and Employer Insurance premiums	-	1,152,310	28,679,302	29,831,612
Stop loss reimbursement	-	-	1,758,105	1,758,105
Total Operating Revenues	360,818	1,152,310	30,437,407	31,950,535
Operating Expenses				
Claims and prescriptions	-	727,114	30,583,933	31,311,047
Professional and contracted services	221,154	90,525	1,318,091	1,629,770
Supplies and materials	11,989	-	-	11,989
Claims expense and other operating expenses	3,968	-	1,259,210	1,263,178
Depreciation	87,004	-	-	87,004
Total Operating Expenses	324,115	817,639	33,161,234	34,302,988
Operating Income (Loss)	36,703	334,671	(2,723,827)	(2,352,453)
Non-Operating Revenues (Expenses)				
Investment earnings	-	394,221	222,568	616,789
Total Nonoperating Revenues (Expenses)	-	394,221	222,568	616,789
Change in Net Position	36,703	728,892	(2,501,259)	(1,735,664)
Net Position - Beginning	2,966,807	5,332,070	4,648,893	12,947,770
Net Position - Ending	\$ 3,003,510	\$ 6,060,962	\$ 2,147,634	\$ 11,212,106

273

Insurance rates increased to sustain medical plan.

Schedule of Delinquent Taxes Receivable

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 SCHEDULE OF DELINQUENT TAXES RECEIVABLE
 For the Year Ended June 30, 2025

Exhibit J-1

Last Ten Fiscal Years	Tax Rates		Net Assessed/Appraised Value For School Tax Purposes	Beginning Balance 7/1/2024	Current Year's Total Levy
	Maintenance	Debt Service			
2016 and prior	Various	Various	Various	\$ 5,029,378	\$ -
2017	1.040000	0.110000	\$ 13,190,683,066	862,518	-
2018	1.040000	0.109600	11,855,872,243	799,822	-
2019	1.170000	0.109600	12,190,897,339	962,384	-
2020	1.068350	0.109570	15,070,399,797	1,277,173	-
2021	1.054700	0.123220	14,780,081,913	1,516,279	-
2022	1.051700	0.126220	14,448,009,937	1,902,603	-
2023	0.981000	0.196920	16,073,593,331	3,848,446	-
2024	0.759600	0.254400	17,673,791,159	7,921,932	-
2025	0.759600	0.254400	17,623,029,191		178,697,516
1000 Totals				\$ 24,120,535	\$ 178,697,516

8000 Taxes Refunded

9000 Tax Increment

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 SCHEDULE OF DELINQUENT TAXES RECEIVABLE
 For the Year Ended June 30, 2025

Exhibit J-1

Last Ten Fiscal Years	Maintenance Total Collections	Debt Service Total Collections	Entire Year's Adjustments	Ending Balance 6/30/2025	Total Taxes Refunded Under Section 26.1115(c)
2017	34,239	3,622	-	824,657	
2018	61,149	6,444	(88)	732,141	
2019	79,696	7,465	-	875,223	
2020	135,221	13,868	(6,368)	1,121,716	
2021	248,303	29,009	(17,570)	1,221,397	
2022	376,468	45,182	(38,836)	1,442,117	
2023	644,493	129,372	(111,052)	2,963,529	
2024	1,557,890	521,758	(822,781)	5,019,503	
2025	127,188,189	42,596,993	(670,199)	8,242,135	
1000 Totals	\$ 130,404,358	\$ 43,366,882	\$ (1,785,428)	\$ 27,261,383	

8000 Taxes Refunded

9000 Tax Increment \$ -

\$ 128,314

Budgetary Comparisons

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 BUDGETARY COMPARISON SCHEDULE
 DEBT SERVICE FUND
 For the Year Ended June 30, 2025

Exhibit J-2

275

Data Control Codes		Budgeted Amounts		Actual Amounts	Variance with Final Budget
		Original	Final		
Revenues					
5700	Local and intermediate sources	\$ 46,249,195	\$ 45,049,195	\$ 45,350,188	\$ 300,993
5800	State program revenues	-	1,215,675	1,215,675	-
5020	Total Revenues	46,249,195	46,264,870	46,565,863	300,993
Expenditures					
Debt Service:					
0071	Principal on long-term debt	4,949,829	12,975,554	12,965,000	10,554
0072	Interest on long-term debt	11,899,366	11,899,366	11,899,366	-
6030	Total Expenditures	16,849,195	24,874,920	24,864,366	10,554
1100	Excess (deficiency) of revenues over expenditures	29,400,000	21,389,950	21,701,497	311,547
Other Financing Sources (Uses)					
7917	Other resources	-	1,600,865	1,600,865	-
7080	Total Other Financing Sources (Uses)	-	1,600,865	1,600,865	-
1200	Net change in fund balances	29,400,000	22,990,815	23,302,362	311,547
0100	Fund Balances - Beginning	17,302,609	17,302,609	17,302,609	-
3000	Fund Balances - Ending	\$ 46,702,609	\$ 40,293,424	\$ 40,604,971	\$ 311,547

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND RESPONSES
For the Year Ended June 30, 2025

276

I. Summary of Auditors' Results

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? No

Significant deficiencies identified that are not considered to be material weaknesses? None reported

Noncompliance material to financial statements noted? No

II. Financial Statement Findings

No current findings were noted.



Ector County ISD

2024 - 2025

Financial Report Draft

Ector County ISD

FISCAL YEAR 2025 FINANCIAL STATEMENT
AND DRAFT OF THE FEDERAL SINGLE AUDIT

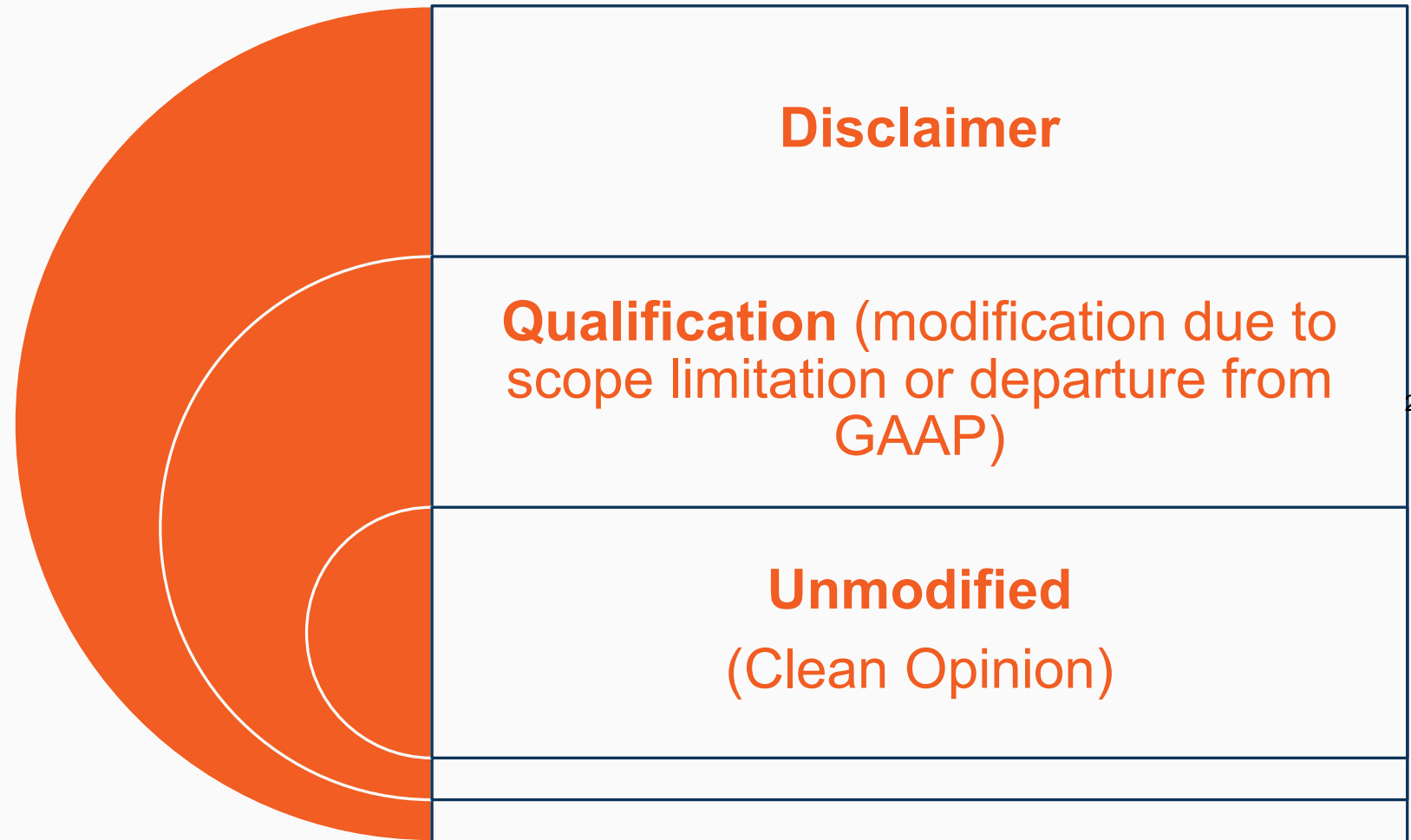
278

whitleypenn



THE OPINION ON THE REPORT

PURPOSE OF THE AUDIT



279

THE AUDIT PROCESS



Planning

1



**Internal
Controls**

2



**Understanding
&
Identifying
Key
Controls &
Testing
Controls**

3



**Substantive
Testing**

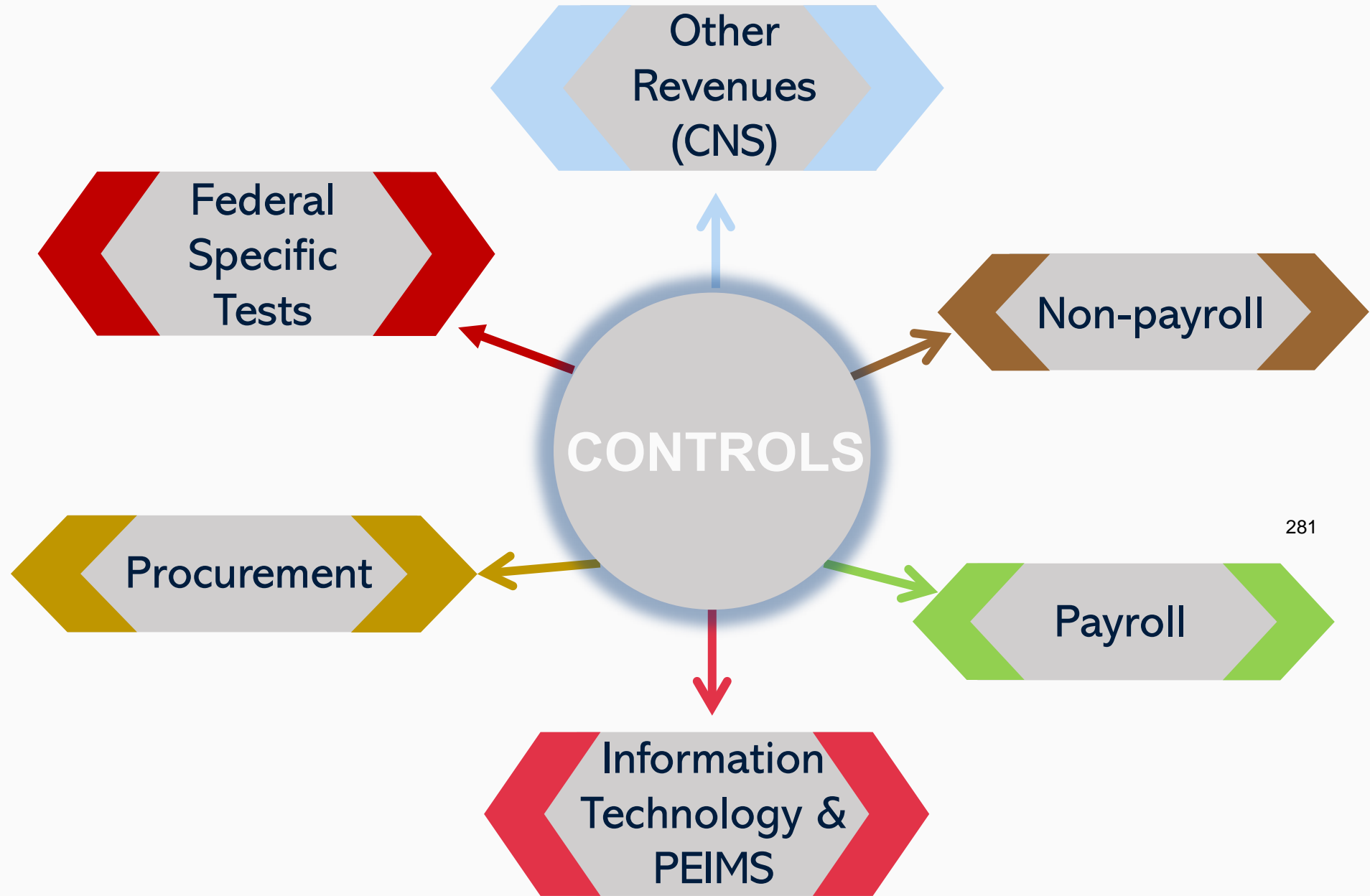
4



**Opinion &
Report
Issuance**
Nov. 18, 2025²⁸⁰

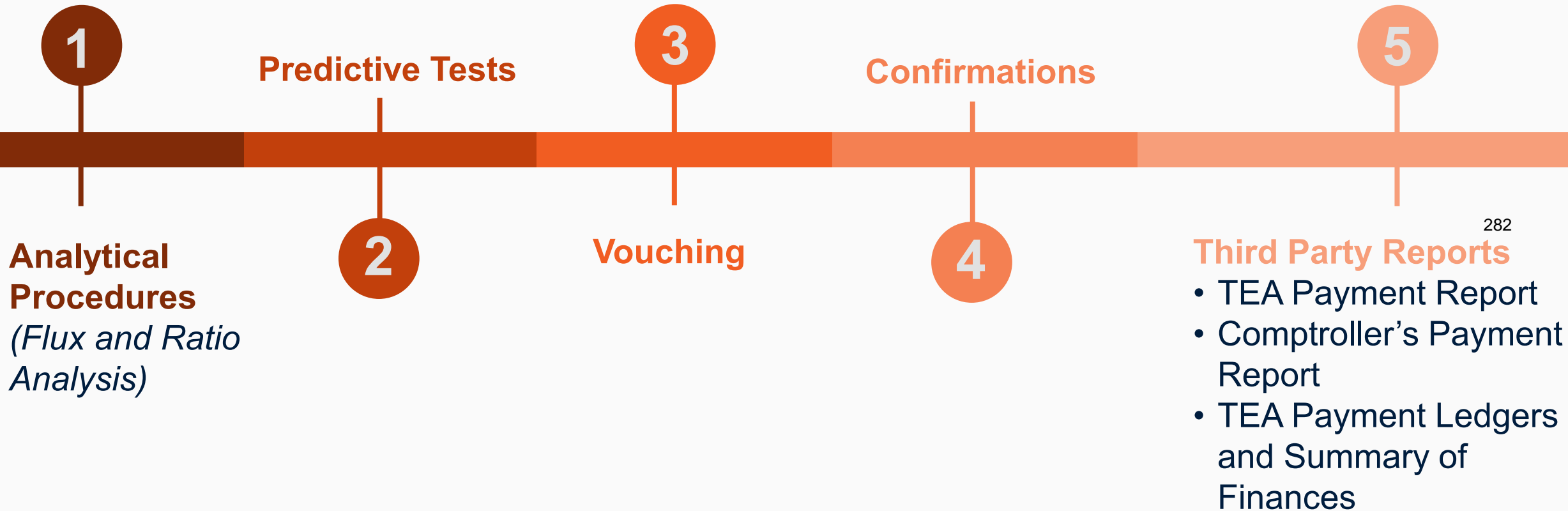
5

INTERNAL CONTROLS



281

SUBSTANTIVE PROCEDURES



282

RESULTS

Audit in accordance with GAAS and GAGAS (Yellow Book)

Unmodified Opinion over financial statements

No internal control findings related to financial reporting

No findings related to compliance



OPINION ON FEDERAL PROGRAMS - Draft

(Pending Release of 2025 Compliance Supplement)

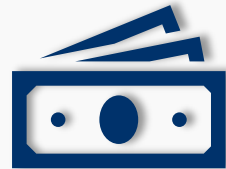
- ❖ Compliance audit in accordance with Office of Management and Budget Compliance Supplement and 2 CFR 200.
- ❖ Total Expenditures of Federal Awards during fiscal year 2025 was \$47.1M.
- ❖ **Major Federal Programs**
 - Title II, Part A (ALN-84.367)
 - Special Education Cluster – IDEA – Part B (ALN-84.027A, 84.173A)
 - Teacher & School Leader Incentive (84.374)
- ❖ **Unmodified Opinion over each major federal program.**
- ❖ **No internal control findings related to each major program.**
- ❖ **District qualified as low-risk auditee.**

284

REQUIRED COMMUNICATIONS



Engagement Letter – March 24, 2025



Audit Risks (applies to all audited entities)

- Management Override
- Revenue Recognition



The District's accounting policies and methods are appropriate and in accordance with industry standards.



- No disagreements or difficulties
- We are independent of the District

REQUIRED COMMUNICATIONS

Management Representation Letter

Consultations with Other Accountants - We are not aware of any situations in which management consulted with other accountants on accounting or financial reporting matters.

Major Issues Discussed with Management Prior to Retention – We discussed the application of accounting principles and auditing standards; however, our responses were not a condition to our retention.

Estimates- State Aid

286

Implementation of Accounting Standards

❖ GASB Statement No. 101 – Compensated Absences

- Objective is to align the recognition and measurement guidance under a unified model and by amending certain previously required disclosures related to compensated absences.

❖ GASB Statement No. 102 – Certain Risk Disclosures

- The primary objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints.

287

Year Ended
June 30, 2025

ANNUAL FINANCIAL REPORT

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS



OUR students...THE future
288

**ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT**

ANNUAL FINANCIAL REPORT

For the Year Ended June 30, 2025

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

TABLE OF CONTENTS

	<u>Page</u>	<u>Exhibit</u>
Introductory Section		
Certificate of the Board	i	
Organization Chart	ii	
Board of Trustees, Consultants and Advisors	iii	
Financial Section		
Independent Auditor’s Report	1	
Management’s Discussion and Analysis	4	
Basic Financial Statements:		
Government-wide Financial Statements:		
Statement of Net Position	12	A-1
Statement of Activities	13	B-1
Governmental Fund Financial Statements:		
Balance Sheet	14	C-1
Reconciliation of Balance Sheet for Governmental Funds to Statement of Net Position	16	C-1R
Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds	17	C-2
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance of Governmental Funds to the Statement of Activities	19	C-2R
Proprietary Fund Financial Statements:		
Statement of Net Position	20	D-1
Statement of Revenues, Expenses, and Changes in Fund Net Position	21	D-2
Statement of Cash Flows	22	D-3
Fiduciary Fund Financial Statements:		
Statement of Fiduciary Net Position	23	E-1
Statement of Changes in Fiduciary Net Position	24	E-2
Notes to Financial Statements	25	F-1
Required Supplementary Information – Budgetary Comparison Schedules:		
Budgetary Comparison Schedule - General Fund	58	G-1
Budgetary Comparison Schedule – National School Breakfast and Lunch Program Fund	59	G-2
Schedule of the District’s Proportionate Share of the Net Pension Liability - TRS	60	G-3
Schedule of District Pension Contributions - TRS	61	G-4
Schedule of the District’s Proportionate Share of the Net OPEB Liability - TRS	62	G-5
Schedule of District OPEB Contributions - TRS	63	G-6
Notes to Required Supplementary Information	64	
Other Supplementary Information:		
Combining Fund Statements:		
Nonmajor Governmental Funds		
Combining Balance Sheet	66	H-1
Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – All Nonmajor	76	H-2
Internal Services Funds:		
Combining Statement of Net Position	86	H-3
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position	87	H-4
Combining Statement of Cash Flow	88	H-5
Required TEA Schedules:		
Schedule of Delinquent Taxes Receivable	89	J-1
Budgetary Comparison Schedule - Debt Service Fund	91	J-2
Compensatory Education Program and Bilingual Education Program Compliance Responses	92	J-4

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

TABLE OF CONTENTS (continued)

	<u>Page</u>	<u>Exhibit</u>
Required Responses to Selected School FIRST Indicators	93	L-1
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	94	
Schedule of Findings and Responses	96	

INTRODUCTORY SECTION

CERTIFICATE OF BOARD

Ector County Independent School District

Name of School District

Ector

County

068901

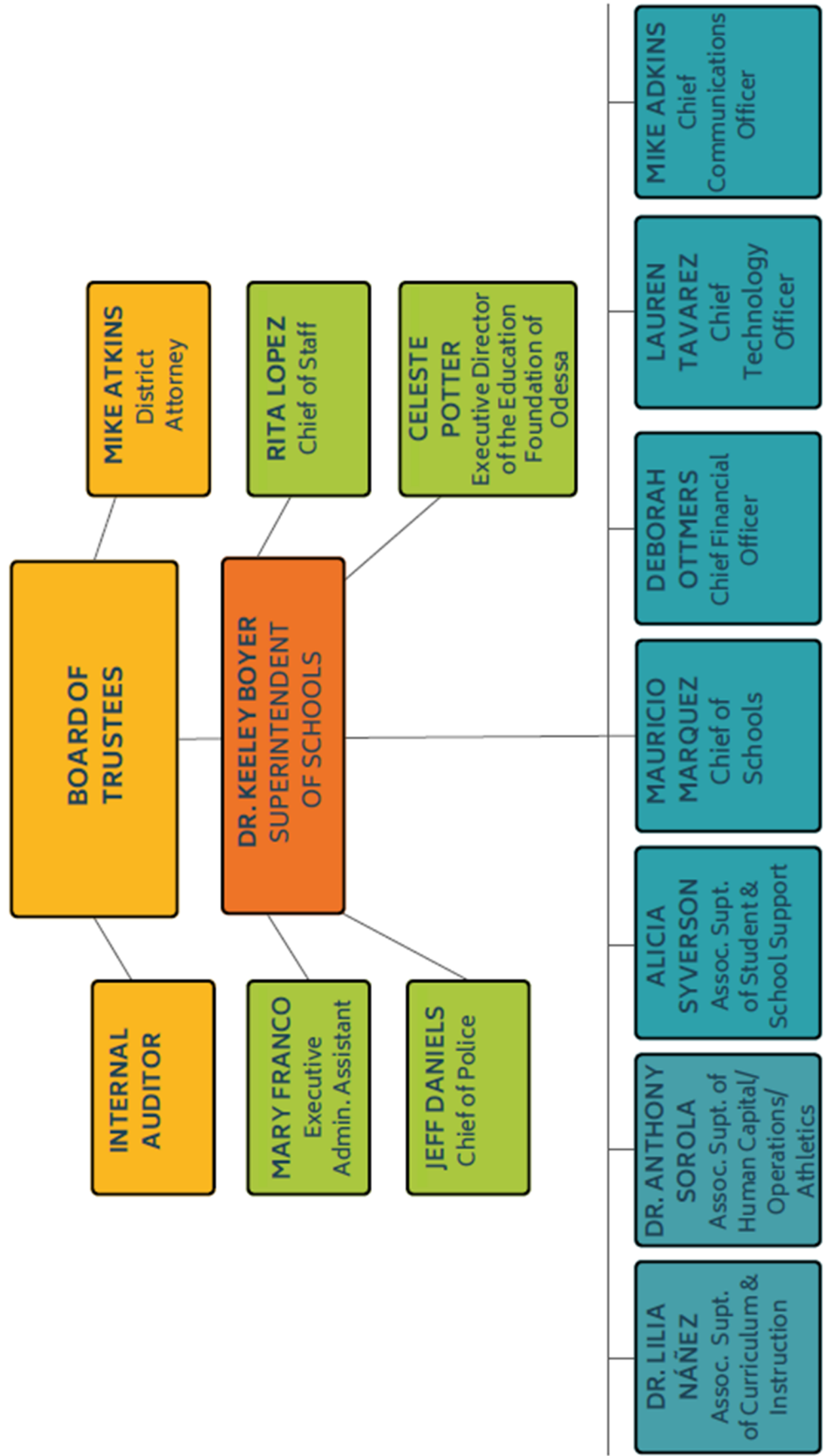
Co. - Dist. No.

We, the undersigned, certify that the attached annual financial report of the above-named school district was reviewed and approved for the fiscal year ended June 30, 2025, at a meeting of the Board of Trustees of such school district on November 18, 2025.

Board Secretary

Board President

Superintendent of Schools Organization Chart 2024-2025



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES, CONSULTANTS, AND ADVISORS

Board of Trustees

Tammy Hawkins	President
Steve Brown	Vice President
Bob Thayer	Secretary
Chris Stanley	Member
Dawn Miller	Member
Wayne Woodall	Member
Delma Abalos	Member

Consultants and Advisors

Whitley Penn LLP	Independent Auditors
Atkins, Hollman, Jones, Peacock, Lewis, and Lyon	General Counsel
McCall, Parkhurst & Horton, LLP	Bond Counsel
BOK Financial Securities, Inc.	Bond Financial Advisor
Frost Bank	Official Depository
Underwood Law Firm, PC	Chapter 313 Counsel
CG Strategies, LLC	Chapter 313 Financial Advisor

FINANCIAL SECTION



INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
Ector County Independent School District

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Ector County Independent School District (the "District"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management’s discussion and analysis, budgetary comparison information, pension information, and other-post employment benefit information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District’s basic financial statements. The combining nonmajor fund financial statements and the required Texas Education Agency (TEA) schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

To the Board of Trustees
Ector County Independent School District

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements and required TEA schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Schedule L-1 but does not include the basic financial statements and our auditor’s report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 18, 2025 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Odessa, Texas
November 18, 2025



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Ector County Independent School District's financial performance provides an overview of the District's financial activities for the year ended June 30, 2025. Please read it in conjunction with the District's financial statements, which begin on page 12.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources exceeded the liabilities and deferred inflows of resources of the District at the close of the most recent fiscal year by \$281,118,492. Of this amount, \$271,951,208 is net investment in capital assets which represents the net value of the capital assets less the related debt. Restricted net position amounts of \$12,081,161, \$41,389,621, and \$419,478 are restricted for child nutrition, debt service, and other purposes, respectively. The remaining amount was a deficit unrestricted net position of (\$44,722,976).
- The District's total net position increased by \$64,868,332. This is primarily related to an overall increase in revenues including state aid formula grants, insurance recoveries and investment earnings.
- The District's governmental funds reported combined ending fund balances of \$445,637,757 as of June 30, 2025. Of this amount, \$1,504,786 is non-spendable in the form of (1) inventory in the amount of \$1,358,834 and (2) prepaid items in the amount of \$145,952. Fund balance of \$303,483,127 is restricted for (1) child nutrition services in the amount of \$12,081,161, (2) other purposes in the amount of \$419,478, (3) capital acquisitions and contractual obligations in the amount of \$250,377,517, and (4) debt service in the amount of \$40,604,971. Fund balance of \$17,776,182 is committed for (1) construction and capital equipment of \$1,791,558 and (2) self-insurance of \$3,000,000, and (3) other purposes of \$12,984,624. Fund balance of \$38,052,177 is assigned for (1) construction in the amount of \$5,000,000, (2) capital equipment in the amount of \$6,682,738 and (3) other purposes in the amount of \$26,369,439. The remaining amount in fund balance of \$84,821,485 is classified as unassigned and is available for spending at the District's discretion. This is an increase of 0.3% as compared to the prior fiscal year. The unassigned fund balance represents 25 percent of total general fund expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and (3) notes to the financial statements. This report also contains required supplementary information and other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The analysis of the District's overall financial condition and operations begins on page 12. Its primary objective is to show whether the District is better off or worse off as a result of the year's activities. The Statement of Net Position includes all the District's assets plus deferred outflows of resources and liabilities plus deferred inflows of resources while the Statement of Activities includes all the revenue and expenses generated by the District's operations during the year. These apply the accrual basis of accounting, which is the same method used by most private sector companies.

These two statements report the District's net position and changes in them. The District's net position (the difference between assets and deferred outflows and liabilities and deferred inflows) provides one measure of the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. To fully assess the overall health of the District, consideration should be given to nonfinancial factors as well, such as changes in the District's average daily attendance or its property tax base and the condition of the District's facilities.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

The District reports governmental activities in the Statement of Net Position and the Statement of Activities. Governmental activities report all of the District's basic services including instruction, counseling, co-curricular activities, food services, transportation, maintenance, community services, and general administration. Local property taxes, tuition, fees, state and federal grants finance most of these activities.

Expense activity is required to be recorded by districts who are participants in cost-sharing pension and OPEB benefit plans with a special funding situation where non-employer contributing entities (NECE) also participate in contributions to the plans. TRS-retirement and TRS-care benefit plans are both cost-sharing plans with special funding situations. Therefore, on-behalf expense activity of the NECE must be recorded at the government-wide level of reporting on the Statement of Activities in accordance with GASB 68 and 75.

Fund Financial Statements

The fund financial statements begin on page 14 and provide detailed information about the most significant funds-not the District as a whole. Laws and contracts require the District to establish some funds, such as grants received under the Every Student Succeeds Act and the IDEA laws from the U.S. Department of Education. The District's administration establishes many other funds to help it control and manage money for particular purposes. All of the funds of the District can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The District maintains individual governmental funds for general, special revenue, debt service, and capital projects funds. Information is presented separately in the governmental fund Balance Sheet and in the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances for the general fund, national school breakfast and lunch program, ESSER III, insurance recovery, debt service, and capital projects funds, each of which is considered to be a major fund. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in the financial statements. The District adopts an annual appropriated budget for its general fund, debt service fund, and National School Breakfast and Lunch Program special revenue fund.

Proprietary Funds

The District maintains internal service funds for housing, workers' compensation insurance coverage and medical trust. *Internal service funds*, one type of proprietary fund, are an accounting device used to accumulate and allocate costs internally among the District's various funds and functions. Because this service predominantly benefits governmental functions, it has been included within *governmental activities* in the government-wide financial statements.

Proprietary fund statements provide the same type of information as the government-wide financial statements, only in more detail. The nonmajor enterprise funds financial statements provide information for the internal service funds.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Fiduciary Funds

The fiduciary funds are used to account for resources held for the benefit of students and employees. The fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the District's own programs.

A *custodial fund* is a type of fiduciary fund used to report resources held by the District in a purely custodial capacity. The District accounts for the activities of student groups in a custodial fund.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information that further explains and supports the information in the financial statements. The required supplementary information relates to comparison of the original adopted budget, the final amended budget, and the actual amounts for the fiscal year. This is required supplementary information for the general fund and any major special revenue funds. The general fund and National School Breakfast and Lunch Program is presented as required supplementary information. The required supplementary information also includes information related to the required pension system information and the required other post-employment benefit system information.

Other Information

The combining and individual fund statements and schedules and other supplementary information are presented immediately following the required supplementary information.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a District's financial position. In the case of the District, liabilities and deferred inflows exceeded assets and deferred outflows by \$281,118,492 at the close of the most recent fiscal year.

A portion of the District's net position reflects its investment in capital assets (e.g., land, buildings and improvements, furniture and equipment, construction in progress), less any outstanding related debt used to acquire those assets. The District uses these capital assets to provide services to students; consequently, these assets are *not* available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Our analysis focuses on the net position (Table I) and changes in net position (Table II) of the District's governmental activities.

Table I
Ector County Independent School District
Net Position

	Governmental Activities	
	2025	2024
Assets:		
Current and other assets	\$ 512,614,209	\$ 514,538,454
Capital and non-current assets	375,467,157	327,388,613
Total Assets	888,081,366	841,927,067
Deferred Outflows of Resources:		
Deferred outflows of resources	70,485,366	78,890,693
Total Deferred Outflows of Resources	70,485,366	78,890,693
Liabilities:		
Current liabilities	38,676,156	43,109,263
Long term liabilities	564,449,562	565,352,076
Total Liabilities	603,125,718	608,461,339
Deferred Inflows of Resources:		
Deferred inflows of resources	74,322,522	96,106,261
Total Deferred Inflows of Resources	74,322,522	96,106,261
Net Position:		
Net investment in capital assets	271,951,208	250,894,783
Restricted	53,890,260	27,186,535
Unrestricted	(44,722,976)	(61,831,158)
Total Net Position	\$ 281,118,492	\$ 216,250,160

Net position of the District's governmental activities increased approximately 30% from \$216,250,160 to \$281,118,492. Significant changes in net position from the prior year are explained as follows:

Total assets increased mainly due to the addition of capital assets in the current year.

Deferred outflows, net pension liability, net other post-employment liability, and deferred inflows changed due to assignment of pension liability and other post-employment benefits liability from the Teacher Retirement System.

Other current liabilities decreased due to a decrease in accounts payable and unearned revenue.

Long term liabilities decreased mainly due to the payments on bonds during the current fiscal year.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Table II
Ector County Independent School District
Changes in Net Position

	Governmental Activities	
	2025	2024
Program Revenues		
Charges for services	\$ 8,209,515	\$ 3,003,666
Operating grants and contributions	59,440,578	88,605,111
General Revenues		
Property taxes	178,109,741	180,327,366
State Aid - Formula Grants	185,646,808	177,132,222
Investment earnings	20,649,439	7,824,565
Other	7,775,093	14,001,003
Total Revenues	459,831,174	470,893,933
Expenses		
Instruction	214,195,569	220,611,655
Instructional resources and media services	2,076,629	2,234,646
Curriculum and staff development	12,600,781	14,421,976
Instructional leadership	5,023,942	5,550,138
School leadership	22,207,042	23,987,768
Guidance, counseling, and evaluation services	17,169,654	16,991,547
Social work services	1,851,979	2,273,896
Health services	3,052,443	3,196,650
Student transportation	8,884,502	9,534,015
Food service	19,639,351	21,079,986
Extracurricular activities	9,038,120	9,249,468
General administration	7,917,948	7,248,475
Facilities maintenance and operations	39,857,195	37,730,084
Security and monitoring services	6,745,796	5,316,661
Data processing services	9,392,890	10,588,299
Community services	1,631,624	1,728,774
Interest and fiscal charges for long term debt	11,534,576	4,319,286
Debt issuance costs and fees	-	1,925,680
Facilities acquisition and construction	391	1,148,001
Other governmental charges	2,142,410	2,059,562
Total Expenses	394,962,842	401,196,567
Increase in Net Position	64,868,332	69,697,366
Beginning Net Position	216,250,160	146,552,794
Ending Net Position	\$ 281,118,492	\$ 216,250,160

The District's total revenues decreased by -2% – approximately \$11.1 million from prior year revenues. Significant changes in revenue from the prior year are explained as follows:

Program revenues decreased approximately \$24.0 million, due to an decrease in grant revenues. General revenues increased by \$12.9 million or 3.4% due to an increase in enrollment, average daily attendance, and special programs. Insurance recovery and investment earnings also contributed to the overall increase in revenues.

The District's total expenses decreased by 2% – approximately \$6.2 million from prior year expenses. The decrease is due in large part to the cost associated with the decrease in the net pension liability plus increases in pay and other costs.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Governmental Funds Financial Analysis

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of the District's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the District's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a District's net resources available for spending at the end of the fiscal year. As of the end of the current fiscal year, the District's governmental funds reported combined ending fund balances of \$445,637,757, an increase of \$3,147,824 in comparison with the prior year.

The general fund is the chief operating fund of the District. At the end of the current fiscal year, unassigned fund balance of the general fund was \$84,821,485, while total fund balance reached \$130,362,497. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 25 percent of expenditures and total fund balance represents 38 percent of the same amount. During the current fiscal year, the total fund balance of the District's general fund increased by \$10,268,932.

The national school breakfast & lunch program fund balance increased by \$2,926,514 due to a decrease in federal program revenues as well as planned spending on equipment to decrease excess fund balance. Fund balance at the end of the year was \$12,081,161 in the child nutrition fund.

The debt service fund had a total fund balance of \$40,604,971, all of which is restricted for the payment of debt service. The net increase in the debt service fund balance during the current year was \$23,302,362.

The capital projects fund had a total fund balance of \$250,377,517, all of which is restricted for capital acquisitions and contractual obligations. The net decrease in the capital projects fund balance during the current year was \$39,652,417.

General Fund Budgetary Highlights

The District amends the budget as needed throughout the year. Changes to the general fund budget are summarized below:

	Budget	
	Original	Final Amended
Total revenues and sources	\$ 337,748,000	\$ 344,690,070
Total expenditures and uses	349,748,000	359,945,031
Net Change in Fund Balance	\$ (12,000,000)	\$ (15,254,961)

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Capital Asset and Debt Administration

Capital Assets

At the end of 2025, the District had approximately \$375.5 million invested in a broad range of capital assets, (net of accumulated depreciation and amortization) including right to use assets, facilities and equipment for instruction, transportation, athletics, administration, maintenance, and computer technology. This amount represents a net increase of approximately \$48.1 million, due to completed projects and new furniture and equipment.

	<u>2025</u>	<u>2024</u>
Land	\$ 22,172,134	\$ 20,677,504
Construction in progress	50,832,442	10,910,355
Buildings and land improvements	493,492,734	486,434,869
Furniture and equipment	59,132,120	44,987,209
Vehicles and other assets	33,033,510	33,350,023
Subscription based IT assets	1,403,579	357,000
Right to use assets	3,846,708	2,376,533
Total Capital Assets	<u>663,913,227</u>	<u>599,093,493</u>
Accumulated depreciation	(285,453,262)	(269,671,497)
Accumulated amortization	(2,992,808)	(2,033,383)
Net Capital Assets	<u>\$ 375,467,157</u>	<u>\$ 327,388,613</u>

Debt Administration

At year-end, the District's bonded debt is as follow:

	<u>Outstanding 06/30/24</u>	<u>Additions</u>	<u>Retirements</u>	<u>Outstanding 06/30/25</u>
Bonds payable	\$ 345,535,000	\$ -	\$ (12,965,000)	\$ 332,570,000
Premium on bonds	26,817,927	-	(1,844,361)	24,973,566
Accreted interest on capital appreciation bonds	102,553	29,971	-	132,524
	<u>\$ 372,455,480</u>	<u>\$ 29,971</u>	<u>\$ (14,809,361)</u>	<u>\$ 357,676,090</u>

Economic Factors and Next Year's Budgets and Rates

The District's elected and appointed officials considered many factors when preparing the fiscal year 2025 budget: (1) the need to staff and operate campuses; (2) the anticipated change of student population within the campuses.

These factors were considered when adopting the General Fund budget for fiscal year 2025. Estimated revenues and other financing sources in the General Fund are \$369.7 million, and estimated appropriations and other uses total \$373.7 million. Budgeted appropriations have been increased over the prior year actual expenditures by approximately \$33.7 million to meet legislative requirement for teacher pay and board budget goals which include, provide staff development, retain high quality programs, provide equity weighted strategic campus staffing and funding allocations, and consider departmental resource needs for success.

The oil and gas economy continues to fluctuate, but the overall economy is relatively stable. Student enrollment has decreased from prior year, but projected to stabilize based on demographic trends.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS (continued)

Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's business office, at Ector County Independent School District, 802 N. Sam Houston, Odessa, Texas.

BASIC FINANCIAL STATEMENTS

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF NET POSITION
June 30, 2025

Exhibit A-1

<u>Data Control Codes</u>		<u>Governmental Activities</u>
Assets		
1110	Cash and cash equivalents	\$ 8,723,321
1120	Current investments	415,049,294
1225	Property taxes receivables, net	17,004,723
1240	Due from other governments	68,127,157
1267	Due from fiduciary funds	9,180
1290	Other receivables, net	597,442
1300	Inventories	2,957,140
1410	Prepaid items	145,952
	Capital assets not subject to depreciation:	
1510	Land	22,172,134
1580	Construction in Progress	50,832,442
	Capital assets net of depreciation:	
1520	Buildings and improvements, net	263,505,731
1530	Furniture and equipment, net	25,324,855
1540	Other Capital Assets, net	11,374,516
1550	Right-to-use assets, net	2,257,479
1000	Total Assets	<u>888,081,366</u>
Deferred Outflows of Resources		
	Deferred charge on refunding	5,754,019
	Deferred outflows - pension	33,977,748
	Deferred outflows - OPEB	30,753,599
1700	Total Deferred Outflows of Resources	<u>70,485,366</u>
Liabilities		
2110	Accounts payable	17,648,782
2140	Interest payable	2,218,865
2150	Payroll deductions and withholdings	2,282,290
2160	Accrued wages payable	14,693,683
2200	Accrued expenses	1,581,792
2300	Unearned revenue	250,744
	Noncurrent Liabilities:	
2501	Due within one year	27,842,566
2502	Due in more than one year	342,720,704
2540	Net Pension Liability	120,146,468
2545	Net Other Post-Employment Benefits (OPEB) Obligation	73,739,824
2000	Total Liabilities	<u>603,125,718</u>
Deferred Inflows of Resources		
	Deferred inflows - pension	4,256,909
	Deferred inflows - OPEB	70,065,613
2600	Deferred Inflows of Resources	<u>74,322,522</u>
Net Position		
3200	Net investment in capital assets	271,951,208
	Restricted for:	
3820	Child nutrition	12,081,161
3850	Debt service	41,389,621
3890	Other purposes	419,478
3900	Unrestricted	(44,722,976)
3000	Total Net Position	<u>\$ 281,118,492</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2025

Exhibit B-1

Data Control Codes	Functions/Programs	Expenses	Program Revenue		Net (Expense) Revenue and Changes in Net Position
			Charges for Services	Operating Grants and Contributions	Primary Governmental Activities
Governmental activities:					
11	Instruction	\$ 214,195,569	\$ 1,049,545	\$ 21,648,542	\$ (191,497,482)
12	Instructional resources and media services	2,076,629	171,675	43,821	(1,861,133)
13	Curriculum and staff development	12,600,781	14,306	6,009,522	(6,576,953)
21	Instructional leadership	5,023,942	-	369,758	(4,654,184)
23	School leadership	22,207,042	729,619	680,841	(20,796,582)
31	Guidance, counseling, and evaluation services	17,169,654	-	1,519,971	(15,649,683)
32	Social work services	1,851,979	-	376,048	(1,475,931)
33	Health services	3,052,443	-	333,354	(2,719,089)
34	Student transportation	8,884,502	-	33,083	(8,851,419)
35	Food service	19,639,351	715,182	21,619,413	2,695,244
36	Extracurricular activities	9,038,120	5,529,188	20,210	(3,488,722)
41	General administration	7,917,948	-	206,091	(7,711,857)
51	Facilities maintenance and operations	39,857,195	-	2,863,810	(36,993,385)
52	Security and monitoring services	6,745,796	-	2,310,177	(4,435,619)
53	Data processing services	9,392,890	-	18,665	(9,374,225)
61	Community services	1,631,624	-	171,206	(1,460,418)
72	Interest and fiscal charges for long term debt	11,534,576	-	1,215,675	(10,318,901)
81	Facilities acquisition and construction	391	-	391	-
99	Other intergovernmental charges	2,142,410	-	-	(2,142,410)
TG	Total Governmental Activities	<u>\$ 394,962,842</u>	<u>\$ 8,209,515</u>	<u>\$ 59,440,578</u>	<u>(327,312,749)</u>

Data Control Codes		
General revenues:		
Taxes:		
MT	Property taxes, levied for general purposes	133,201,482
DT	Property taxes, levied for debt service	44,908,259
SF	State-aid formula grants	185,646,808
IE	Investment earnings	20,649,439
MI	Miscellaneous	7,775,093
TR	Total General Revenues	<u>392,181,081</u>
CN	Change in net position	64,868,332
NB	Net Position - Beginning	<u>216,250,160</u>
NE	Net Position - Ending	<u>\$ 281,118,492</u>



GOVERNMENTAL FUND FINANCIAL STATEMENTS

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

Exhibit C-1

**BALANCE SHEET
GOVERNMENTAL FUNDS
June 30, 2025**

Data Control Codes		National School Breakfast & Lunch Program			
		General Fund	Fund	Debt Service Fund	Capital Projects Fund
Assets					
1110	Cash and cash equivalents	\$ 5,716,241	\$ 16,878	\$ 5,395	\$ -
1120	Current investments	79,110,010	10,775,872	40,319,629	261,269,197
	Receivables:				
1220	Property taxes - delinquent	22,446,252	-	4,815,131	-
1230	Allowance for uncollectible taxes (credit)	(8,445,044)	-	(1,811,616)	-
1240	Due from other governments	62,512,217	105,273	-	-
1260	Due from other funds	5,785,880	151,439	279,947	107,987
1290	Other receivables	581,015	911	-	-
1300	Inventories	1,358,834	1,598,306	-	-
1410	Prepaid items	145,952	-	-	-
1000	Total Assets	\$ 169,211,357	\$ 12,648,679	\$ 43,608,486	\$ 261,377,184
Liabilities, Deferred Inflows of Resources, and Fund Balances					
Liabilities					
2110	Accounts payable	\$ 6,150,689	\$ 519,143	\$ -	\$ 9,844,963
2150	Payroll deduction and withholdings	2,169,106	1,907	-	-
2160	Accrued wages payable	12,813,337	27,399	-	-
2170	Due to other funds	3,267,447	5,396	-	7,328
2200	Accrued expenditures	420,743	13,673	-	1,147,376
2300	Unearned revenue	26,330	-	-	-
2000	Total Liabilities	24,847,652	567,518	-	10,999,667
Deferred Inflows of Resources					
	Unavailable revenues - property taxes	14,001,208	-	3,003,515	-
2600	Total Deferred Inflows of Resources	14,001,208	-	3,003,515	-
Fund Balances					
Non-Spendable:					
3410	Inventories	1,358,834	-	-	-
3430	Prepaid items	145,952	-	-	-
Restricted:					
3450	Federal/State funds grant restrictions	-	12,081,161	-	-
3470	Capital acquisitions & contractual obligations	-	-	-	250,377,517
3480	Retirement of long-term debt	-	-	40,604,971	-
3490	Other purposes	-	-	-	-
Committed:					
3510	Construction	851,776	-	-	-
3530	Capital expenditures for equipment	939,782	-	-	-
3540	Self Insurance	3,000,000	-	-	-
3545	Other purposes	1,192,491	-	-	-
Assigned					
3550	Construction	5,000,000	-	-	-
3570	Capital expenditures for equipment	6,682,738	-	-	-
3590	Other purposes	26,369,439	-	-	-
3600	Unassigned	84,821,485	-	-	-
3000	Total Fund Balances	130,362,497	12,081,161	40,604,971	250,377,517
4000	Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 169,211,357	\$ 12,648,679	\$ 43,608,486	\$ 261,377,184

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

BALANCE SHEET

GOVERNMENTAL FUNDS

June 30, 2025

Exhibit C-1

Data Control Codes		Insurance Recovery	Nonmajor Governmental Funds	Total Governmental Funds
Assets				
1110	Cash and cash equivalents	\$ -	\$ 1,748,474	\$ 7,486,988
1120	Current investments	-	10,537,684	402,012,392
	Receivables:			
1220	Property taxes - delinquent	-	-	27,261,383
1230	Allowance for uncollectible taxes (credit)	-	-	(10,256,660)
1240	Due from other governments	-	5,509,667	68,127,157
1260	Due from other funds	-	19,857	6,345,110
1290	Other receivables	-	2,280	584,206
1300	Inventories	-	-	2,957,140
1410	Prepaid items	-	-	145,952
1000	Total Assets	<u>\$ -</u>	<u>\$ 17,817,962</u>	<u>\$ 504,663,668</u>
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
2110	Accounts payable	\$ -	\$ 369,853	\$ 16,884,648
2150	Payroll deduction and withholdings	-	111,277	2,282,290
2160	Accrued wages payable	-	1,852,947	14,693,683
2170	Due to other funds	-	3,047,860	6,328,031
2200	Accrued expenditures	-	-	1,581,792
2300	Unearned revenue	-	224,414	250,744
2000	Total Liabilities	<u>-</u>	<u>5,606,351</u>	<u>42,021,188</u>
Deferred Inflows of Resources				
	Unavailable revenues - property taxes	-	-	17,004,723
2600	Total Deferred Inflows of Resources	<u>-</u>	<u>-</u>	<u>17,004,723</u>
Fund Balances				
Non-Spendable:				
3410	Inventories	-	-	1,358,834
3430	Prepaid items	-	-	145,952
Restricted:				
3450	Federal/State funds grant restrictions	-	-	12,081,161
3470	Capital acquisitions & contractual obligations	-	-	250,377,517
3480	Retirement of long-term debt	-	-	40,604,971
3490	Other purposes	-	419,478	419,478
Committed:				
3510	Construction	-	-	851,776
3530	Capital expenditures for equipment	-	-	939,782
3540	Self Insurance	-	-	3,000,000
3545	Other purposes	-	11,792,133	12,984,624
Assigned				
3550	Construction	-	-	5,000,000
3570	Capital expenditures for equipment	-	-	6,682,738
3590	Other purposes	-	-	26,369,439
3600	Unassigned	-	-	84,821,485
3000	Total Fund Balances	<u>-</u>	<u>12,211,611</u>	<u>445,637,757</u>
4000	Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ -</u>	<u>\$ 17,817,962</u>	<u>\$ 504,663,668</u>



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
RECONCILIATION OF BALANCE SHEET FOR GOVERNMENTAL FUNDS TO
STATEMENT OF NET POSITION
June 30, 2025

Exhibit C-1R

<u>Data Control Codes</u>		
	Total Fund Balance, Governmental Funds (from C-1)	\$ 445,637,757
	Amounts reported for governmental activities in the statements of net position are different because:	
1	Capital assets used in governmental activities are not financial resources and therefore, are not reported as assets in governmental funds. Capital assets at historical cost, net of accumulated depreciation and amortization, where applicable. (Excludes Internal Service Fund)	372,585,028
2	The uncollected portion of the current year property tax levy is recognized as property taxes receivable and general revenue.	17,004,723
3	Deferred charge on refunding	5,754,019
4	Deferred outflows relating to pension activities	33,977,748
5	Deferred outflows relating to other post employment benefits	30,753,599
	Long-term liabilities, including bonds payable, are not due and payable in the current period, and therefore are not reported as liabilities in the funds. Long-term liabilities at year end consist of:	
6	General obligation bonds	(332,570,000)
7	Premium/Discount on issuance	(24,973,566)
8	Accumulated accretion on capital appreciation bonds	(132,524)
9	Lease and SBITA liabilities	(2,003,260)
10	Accrued compensated absences	(1,163,726)
11	Accrued interest payable	(2,218,865)
12	Arbitrage liability	(4,535,733)
13	Net pension liability	(120,146,468)
14	Net other post-employment benefit liability	(73,739,824)
15	Deferred inflows relating to pension activities	(4,256,909)
16	Deferred inflows relating to other post-employment benefits	(70,065,613)
17	Addition of Internal Service fund net position (see D-1)	<u>11,212,106</u>
29	Total Net Position-Governmental Activities (See A-1)	<u>\$ 281,118,492</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit C-2

Data Control Codes		National School			
		General Fund	Breakfast & Lunch Program	Debt Service Fund	Capital Projects Fund
Revenues					
5700	Local and intermediate revenues	\$ 143,780,470	\$ 1,173,726	\$ 45,350,188	\$ 13,552,938
5800	State program revenues	200,556,799	477,536	1,215,675	-
5900	Federal program revenues	2,985,959	21,474,758	-	-
5020	Total Revenues	347,323,228	23,126,020	46,565,863	13,552,938
Expenditures					
Current:					
0011	Instruction	196,479,779	-	-	8,207,168
0012	Instructional resources and media services	2,082,529	-	-	-
0013	Curriculum development and instruction staff development	7,487,956	-	-	-
0021	Instructional leadership	4,929,824	-	-	-
0023	School leadership	21,083,019	-	-	-
0031	Guidance, counseling and evaluation services	16,812,975	-	-	-
0032	Social work services	1,557,711	-	-	-
0033	Health services	3,092,484	-	-	-
0034	Student transportation	9,911,280	-	-	-
0035	Food services	-	20,207,472	-	-
0036	Extracurricular activities	6,917,202	-	-	-
0041	General administration	8,256,771	-	-	-
0051	Facilities maintenance and operations	37,923,171	-	-	68,870
0052	Security and monitoring services	7,203,044	-	-	4,656,068
0053	Data processing services	9,493,198	-	-	-
0061	Community services	1,679,902	-	-	-
Debt Service:					
0071	Principal on long-term debt	918,515	-	12,965,000	-
0072	Interest on long-term debt	75,162	-	11,899,366	-
Capital Outlay:					
0081	Facilities acquisition and construction	1,363,836	-	-	40,273,249
Intergovernmental:					
0099	Other intergovernmental charges	2,142,407	-	-	-
6030	Total Expenditures	339,410,765	20,207,472	24,864,366	53,205,355
1100	Excess (deficiency) of revenues over expenditures	7,912,463	2,918,548	21,701,497	(39,652,417)
Other Financing Sources (Uses)					
7912	Sale of real or personal property	186,924	7,966	-	-
7913	Proceeds from right to use leased assets	1,470,175	-	-	-
7915	Operating transfers in	-	-	-	-
7917	Prepaid interest	-	-	1,600,865	-
7949	Other resources	1,046,580	-	-	-
8911	Operating transfers out	(347,210)	-	-	-
7080	Total Other Financing Sources (Uses)	2,356,469	7,966	1,600,865	-
1200	Net change in fund balances	10,268,932	2,926,514	23,302,362	(39,652,417)
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	120,093,565	9,154,647	17,302,609	290,029,934
1300	Change with financial reporting entity (major to nonmajor)	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Adjusted)	120,093,565	9,154,647	17,302,609	290,029,934
3000	Fund Balance - June 30 (Ending)	\$ 130,362,497	\$ 12,081,161	\$ 40,604,971	\$ 250,377,517

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit C-2

Data Control Codes		Insurance Recovery Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues				
5700	Local and intermediate revenues	\$ -	\$ 8,633,019	\$ 212,490,341
5800	State program revenues	-	8,131,779	210,381,789
5900	Federal program revenues	-	23,584,035	48,044,752
5020	Total Revenues	<u>-</u>	<u>40,348,833</u>	<u>470,916,882</u>
Expenditures				
Current:				
0011	Instruction	-	21,221,054	225,908,001
0012	Instructional resources and media services	-	173,697	2,256,226
0013	Curriculum development and instruction staff development	-	5,942,720	13,430,676
0021	Instructional leadership	-	340,838	5,270,662
0023	School leadership	-	1,505,270	22,588,289
0031	Guidance, counseling and evaluation services	-	1,401,574	18,214,549
0032	Social work services	-	367,790	1,925,501
0033	Health services	-	103,662	3,196,146
0034	Student transportation	-	2,471	9,913,751
0035	Food services	-	-	20,207,472
0036	Extracurricular activities	-	356,083	7,273,285
0041	General administration	-	67,355	8,324,126
0051	Facilities maintenance and operations	-	87,327	38,079,368
0052	Security and monitoring services	-	2,282,113	14,141,225
0053	Data processing services	-	-	9,493,198
0061	Community services	-	328,602	2,008,504
Debt Service:				
0071	Principal on long-term debt	-	-	13,883,515
0072	Interest on long-term debt	-	-	11,974,528
Capital Outlay:				
0081	Facilities acquisition and construction	-	213,054	41,850,139
Intergovernmental:				
0099	Other intergovernmental charges	-	-	2,142,407
6030	Total Expenditures	<u>-</u>	<u>34,393,610</u>	<u>472,081,568</u>
1100	Excess (deficiency) of revenues over expenditures	-	5,955,223	(1,164,686)
Other Financing Sources (Uses)				
7912	Sale of real or personal property	-	-	194,890
7913	Proceeds from right to use leased assets	-	-	1,470,175
7915	Operating transfers in	-	347,210	347,210
7949	Prepaid interest	-	-	1,600,865
7949	Other resources	-	-	1,046,580
8911	Operating transfers out	-	-	(347,210)
7080	Total Other Financing Sources (Uses)	<u>-</u>	<u>347,210</u>	<u>4,312,510</u>
1200	Net change in fund balances	-	6,302,433	3,147,824
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	2,938,862	2,970,316	442,489,933
1300	Change with financial reporting entity (major to nonmajor)	(2,938,862)	2,938,862	-
0100	Fund Balance - July 1 (Beginning, as Adjusted)	<u>-</u>	<u>5,909,178</u>	<u>442,489,933</u>
3000	Fund Balance - June 30 (Ending)	<u>\$ -</u>	<u>\$ 12,211,611</u>	<u>\$ 445,637,757</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2025

Exhibit C-2R

<u>Data Control Codes</u>		
	Net Change in Fund Balances - Total Governmental Funds (from C-2)	\$ 3,147,824
	Amounts reported for <i>governmental activities</i> in the statement of activities (B-1) are different because:	
	Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.	
1	Governmental funds capital outlays	67,559,560
2	Governmental funds depreciation expense (Excludes Internal Service Fund of \$87,004)	(19,215,138)
3	Governmental funds report the entire net sales price (proceeds) from sale of an asset as revenue because it provides current financial resources. In contrast, the Statement of Activities reports only the gain on the sale of the assets. Thus, the change in net position differs from the change in fund balance by the cost of the asset sold.	(178,875)
4	Property tax revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	1,441,767
5	Repayment of long-term debt principal is an expenditure in the governmental fund, but the repayment reduces long-term liabilities in the statement of net position.	12,965,000
6	Repayment of lease and SBITA liabilities are an expenditure in the governmental fund, but the repayment reduces long-term liabilities in the statement of net position.	918,515
	Proceeds from issuance of long-term debt is reported as an other financing source in the governmental funds. In the government-wide financial statements, proceeds are treated as an increase in long-term liabilities and amounts paid to refunding agents are treated as a decrease in long-term liabilities.	
7	Issuance of lease and SBITA liability	(2,516,755)
	Some expenses reported in the statement of activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds:	
8	Increase in interest payable not recognized in fund statements	(134,554)
9	Net change in accrued compensated absences	2,354,021
10	Amortization of premium/discount	1,844,361
11	Increase in accumulated accretion on capital appreciation bonds	(29,971)
12	Amortization of deferred charge on refunding	(480,164)
13	Change in arbitrage liability	(4,535,733)
14	Changes in net pension liabilities and related deferred outflows and inflows of resources	(8,558,449)
15	Changes in net OPEB liabilities and related deferred outflows and inflows of resources	12,022,587
16	Internal service funds are used by management to charge the costs of certain activities, such as insurance to individual funds. The net revenue (expense) of the internal service funds is reported with governmental activities (see D-2).	(1,735,664)
	Change in Net Position of Governmental Activities (See B-1)	<u>\$ 64,868,332</u>

PROPRIETARY FUND FINANCIAL STATEMENTS

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
June 30, 2025

Exhibit D-1

	Governmental Activities - Internal Service Fund
Assets	
Current Assets:	
Cash and cash equivalents	\$ 1,236,333
Current investments	13,036,902
Receivables:	
Other receivables	13,236
Total Current Assets	14,286,471
Noncurrent Assets:	
Land	54,012
Building and improvements	3,663,335
Accumulated depreciation - buildings	(835,218)
Total Noncurrent assets	2,882,129
Total Assets	\$ 17,168,600
Liabilities	
Current Liabilities:	
Accounts payable	\$ 764,134
Claims and judgments	552,807
Due to other funds	7,899
Total Current Liabilities	1,324,840
Noncurrent Liabilities:	
Claims and judgments due in more than one year	4,631,654
Total Noncurrent Liabilities	4,631,654
Total Liabilities	\$ 5,956,494
Net Position	
Net investment in capital assets	\$ 2,882,129
Unrestricted net position	8,329,977
Total Net Position	\$ 11,212,106

See notes to the financial statements.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the Year Ended June 30, 2025

Exhibit D-2

	Governmental Activities - Internal Service Fund
Operating Revenues	
Rent Revenue	\$ 360,818
Employee and employer premiums	29,831,612
Stop Loss Reimbursement	<u>1,758,105</u>
Total Operating Revenues	<u>31,950,535</u>
Operating Expenses	
Claims and Prescriptions	31,311,047
Professional and contracted services	1,629,770
Supplies and materials	11,989
Claims expense and other operating expenses	1,263,178
Depreciation	<u>87,004</u>
Total Operating Expenses	<u>34,302,988</u>
Operating Income (Loss)	<u>(2,352,453)</u>
Non-Operating Revenues (Expenses)	
Investment earnings	<u>616,789</u>
Total Nonoperating Revenues (Expenses)	<u>616,789</u>
Change in Net Position	(1,735,664)
Net Position - July 1 (Beginning)	<u>12,947,770</u>
Net Position - June 30 (Ending)	<u>\$ 11,212,106</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended June 30, 2025

Exhibit D-3

	<u>Governmental Activities - Internal Service Fund</u>
Increase (Decrease) in Cash and Cash Equivalents	
Cash Flows Provided by (Used for) Operating Activities:	
Cash received from rental receipts	\$ 360,818
Cash received from employees and employer	29,820,813
Cash payments for interfund services provided	(116,241)
Cash receipts for stop loss	1,758,105
Cash payments for claims	(31,615,115)
Cash payments for other operating expenses	<u>(2,782,260)</u>
Net Cash Used for Operating Activities	<u>(2,573,880)</u>
Cash Flows from Investing Activities:	
Interest on investments	<u>616,789</u>
Net Cash Provided by Investing Activities	<u>616,789</u>
Net change in Cash and Cash Equivalents	(1,957,091)
Cash and Cash Equivalents at Beginning of Year	<u>16,230,326</u>
Cash and Cash Equivalents at End of Year	<u>\$ 14,273,235</u>
Reconciliation to Balance Sheet	
Cash and Cash Equivalents Per Cash Flow	<u>\$ 14,273,235</u>
Cash and Cash Equivalents per Balance Sheet	<u>\$ 14,273,235</u>
Reconciliation of Operating Income to Net Cash Provided by Operating Activities:	
Operating Loss	\$ (2,352,453)
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:	
Depreciation	87,004
Change in Assets and Liabilities:	
Decrease (increase) in Receivables	(4,545)
Increase (decrease) in Accounts Payable	116,123
Increase (decrease) in Interfund Payables	(122,495)
Increase (decrease) in Claims Payable	<u>(297,514)</u>
Net Cash Used for Operating Activities	<u>\$ (2,573,880)</u>

FIDUCIARY FUND FINANCIAL STATEMENTS

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF FIDUCIARY NET POSITION
June 30, 2025

Exhibit E-1

	<u>Custodial Fund</u>
Assets	
Current Assets:	
Cash and cash equivalents	<u>\$ 1,192,382</u>
Total Assets	<u><u>\$ 1,192,382</u></u>
Liabilities	
Current Liabilities:	
Accounts payable	\$ 25
Due to other funds	<u>9,180</u>
Total Liabilities	<u><u>\$ 9,205</u></u>
Net Position	
Restricted for Other Purposes	<u>\$ 1,183,177</u>
Total Net Position	<u><u>\$ 1,183,177</u></u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
For the Year Ended June 30, 2025

Exhibit E-2

	<u>Custodial Fund</u>
Additions	
Revenues from student activities	\$ 336,010
Total Additions	<u>336,010</u>
Deductions	
Professional and Contracted Services	128,431
Supplies and Materials	15,774
Other Deductions	<u>195,424</u>
Total Deductions	<u>339,629</u>
Change in net position	(3,619)
Net Position Beginning of Year	<u>1,186,796</u>
Net Position - Ending	<u>\$ 1,183,177</u>



NOTES TO FINANCIAL STATEMENTS



Note 1 - Summary of Significant Accounting Policies

The Ector County Independent School District (the "District") is an independent public educational agency operating under the applicable laws and regulations of the State of Texas. It is governed by a seven-member Board of Trustees (the "Board") elected by the registered voters of the District and has fiscal accountability over all activities within the jurisdiction of the District. Therefore, the District is a financial reporting entity as defined by the Governmental Accounting Standards Board ("GASB") in its Statement No. 14, "The Financial Reporting Entity." The District prepares its basic financial statements in conformity with generally accepted accounting principles promulgated by the Governmental Accounting Standards Board (GASB) and other authoritative sources identified in the Statement of Auditing Standards of the American Institute of Certified Public Accountants; and it complies with the requirements of the appropriate version of Texas Education Agency's *Financial Accountability System Resource Guide* (the "Resource Guide") and the requirements of contracts and grants of agencies from which it receives funds. If you have questions about this report or need additional financial information, contact the District's business office, at Ector County Independent School District, 802 N. Sam Houston, Odessa, Texas.

The following is a summary of the most significant accounting policies.

A. Reporting Entity

The District's Board is elected by the public and it has the authority to make decisions, appoint administrators and managers, and significantly influence operations. It also has the primary accountability for fiscal matters. Therefore, the District is considered an independent entity for financial reporting purposes, and is considered a primary government as defined by GASB. As the District is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other, type of reporting entity.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the District. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities* include programs supported primarily by taxes, charges to school districts for services, state funds, grants, and other intergovernmental revenues.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to students or users who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Interfund activities between governmental funds and between governmental and proprietary funds appear as due to or due from on the Governmental Fund Balance Sheet and Proprietary Fund Statement of Net Position and as other resources and other uses on the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balance and on the Proprietary Fund Statement of Revenues, Expenses, and Changes in Fund Net Position. All interfund transactions between governmental funds and between governmental and internal service funds are eliminated on the government-wide statements. Interfund activities between governmental funds and fiduciary funds remain as due to or due from on the government-wide Statement of Net Position.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

Note 1 - Summary of Significant Accounting Policies (continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements while the agency funds have no measurement of focus. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. With this measurement focus, only current assets, current liabilities, deferred inflows of resources, and fund balances are included on the balance sheet. Operating statements of these funds present net increases and decreases in current assets (i.e., revenues and other financing sources and expenditures and other financing uses).

The modified accrual basis of accounting recognizes revenues in the accounting period in which they become both measurable and available, and it recognizes expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest and principal on long-term debt, which is recognized when due. The expenditures related to certain compensated absences and claims and judgments are recognized when the obligations are expected to be liquidated with expendable available financial resources.

Revenues from local sources consist primarily of property taxes and are recorded as revenue when received. The District considers property tax revenue available if they expect the revenue to be collected within 60 days of the end of the fiscal year. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available.

Grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant. If balances have not been expended by the end of the project period, determination is made to record as unearned revenue, fund balance, or return the funds if the grantors stipulate that the District must refund all or part of the unused amount.

The District reports the following major governmental funds:

- **The General Fund** - The general fund is the District's primary operating fund. It accounts for all financial resources except those required to be accounted for in another fund.
- **National School Breakfast & Lunch Program Fund** – The District accounts for the expenditures and related revenues related to the operation of the child nutrition program.
- **Debt Service Fund** - The District accounts for resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds in a debt service fund. This is a budgeted fund and separate bank and investment accounts are maintained.
- **Capital Projects Fund** – This fund accounts for financial resources used for the acquisition or construction of major capital facilities and equipment purchases.

Note 1 - Summary of Significant Accounting Policies (continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

The District reports the following nonmajor governmental funds:

- **Special Revenue Funds** - These funds account for resources restricted to or committed for specific purposes by a grantor, or for resources that are committed for specific purposes by the Board. Most federal and some state financial assistance is accounted for in a special revenue fund and sometimes unused balances must be returned to the grantor at the close of specified project periods.

Additionally, the District reports the following fund types:

- **Internal Service Funds** - These funds are used to account for financing of goods or services provided by one department to other departments of the District on a cost-reimbursement basis. The District operates the Housing Fund, Workers' Compensation fund and the Medical Trust fund internal service funds.
- **Fiduciary Funds** - The District accounts for resources held for others in custodial funds. This fund uses the economic resources measurement focus and accrual basis. The District's Custodial Fund is the Student Activity fund.

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's internal service fund are charges to the funds and/or employees for self-funded health services. Operating expenses for the internal service fund include the cost of services and administrative expenses. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

D. Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, certificates of deposit, investment pools, and short-term investments with original maturities of one year or less from the date of acquisition.

For purposes of the statement of cash flows for proprietary funds, the District considers highly liquid investments to be cash equivalents if they have a maturity of three months or less when purchased.

The District's investment pools are valued and reported at amortized cost, which approximates fair value. The District categorizes fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The District's local government investment pools are recorded at amortized costs as permitted by GASB Statement No. 79, *Certain Investment Pools and Pool Participants*.

Note 1 - Summary of Significant Accounting Policies (continued)

E. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the District in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 31 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available (1) when they become due or past due and receivable within the current period and (2) when they are expected to be collected during a 60-day period after the close of the fiscal year.

Delinquent taxes are prorated between maintenance and debt service based on rates adopted for the year of the levy. Allowances for uncollectible tax receivables within the General and Debt Service Funds are based on historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

F. Inventories and Prepaid Items

The District reports inventories of supplies at weighted average cost. Supplies are recorded as expenditures when they are consumed.

Inventories of food commodities are recorded at market values supplied by the Texas Department of Agriculture. Although commodities are received at no cost, their fair value is recorded as a revenue and expense for an equal amount. Inventory is recorded when received and an expenditure is recognized as inventory is relieved.

A portion of fund balance is classified as nonspendable to reflect minimum inventory quantities considered necessary for the District's continuing operations. If there is a constraint on how the eventual proceeds can be spent, the fund balance is classified to reflect that constraint (restricted, committed, or assigned), rather than included as part of nonspendable fund balance.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

G. Capital Assets

Capital assets, which include land, buildings, furniture and equipment, right to use lease assets and subscription-based IT arrangements ("SBITA") are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Note 1 - Summary of Significant Accounting Policies (continued)

G. Capital Assets (continued)

Buildings, and furniture and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings and Improvements	40
Furniture and Equipment	4-20
Vehicles	5-10
Software	5
Right to Use Lease Assets	Based on the Agreement
Subscription Based IT Assets	Subscription Term

H. Compensated Absences

Compensated absences are absences for which employees will be paid, such as local sick leave, state personal leave and vacation leave. A liability is recognized for compensated absences for leave time that (1) has been earned for services previously rendered by employees, (2) accumulates and is allowed to be carried over to subsequent years, and (3) is more likely than not to be used as time off or settled (for example paid in cash to the employee or payment to an employee flex spending account) during or upon separation from employment. The liability for compensated absences is reported as incurred in the government-wide financial statements. A liability for compensated absences is recorded in the governmental funds only if the liability has matured because of employee resignations or retirements. The liability for compensated absences includes salary-related benefits, where applicable.

The District’s policy for accumulated (DEC) and vacation leave (DED) is based on the following:

- Hourly position employees not working a scheduled 40-hour week are not eligible to be paid for accrued leave.
- Local sick leave and state personal leave: Any employee not mentioned above who retired after completing five consecutive years or resigns after completing 20 years of service with the District shall be paid for accrued state personal and/or local sick leave. Accrued sick leave shall be computed at one-half the daily rate at the time of retirement or resignation times the number of accrued leave days, which shall not exceed one-half the number of working days in an annual contract. In order to receive payment for unused sick leave, retirement must occur at the end of the employee’s contract period, or when retirement is necessitated by a medical disability as approved by the Teacher Retirement System. Exceptions to this provision were reviewed by the Board upon recommendation of the Superintendent. No benefits shall be calculated on a salary schedule exceeding that of a regular teacher’s salary schedule. Individuals who are retiring and have worked less than 85 days of the contract year shall have accrued sick leave paid based on the previous year’s salary schedule.

Vacation leave: Any accrued vacation leave is paid upon separation at the employee’s current daily rate of pay.

The District used a three-year look-back period to estimate the amount of sick leave that has been earned and will be used as sick and vacation leave over the employee’s service period. The District used the assumption that estimated leave earned in future periods offsets estimated leave earned in future periods. The liability for sick and vacation leave is based on this estimate which is the estimate of leave that is more likely than not to be used as time off.

Note 1 - Summary of Significant Accounting Policies (continued)

I. Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or proprietary fund type Statement of Net Position. Premiums and discounts are presented as a component of liabilities while deferred charges on refundings are presented as deferred outflows of resources. Both items are deferred and amortized over the life of the related debt using the straight-line method. Long-term debt is reported net of the applicable premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

J. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of a government's net assets (a decrease in assets in excess of any related decrease in liabilities or an increase in liabilities in excess of any related increase in assets) by the government that is applicable to a future reporting period. The District has three items that qualify for reporting in this category:

- Deferred outflows of resources for refunding – Reported in the government-wide financial statement of net position, this deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Deferred outflows of resources for pension – Reported in the government-wide financial statement of net position, this deferred outflow results from pension plan contributions made after the measurement date of the net pension liability and the results 1) changes in actuarial assumptions; 2) differences between expected and actual actuarial experiences and 3) changes in the District's proportional share of pension liabilities. The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the next fiscal year. The remaining pension related deferred outflows will be amortized over the expected remaining service lives of all employees (active and inactive employees) that are provided with pensions through the pension plan.
- Deferred outflows of resources for post-employment benefits – Reported in the government wide financial statement of net position, this deferred outflow results from OPEB plan contributions made after the measurement date of the net OPEB liability and the results of 1) differences between projected and actual earnings on pension plan investments and 2) changes in the District's proportional share of pension liabilities. The deferred outflows of resources related to post-employment benefits resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net post-employment benefit liability in the next fiscal year. The deferred outflows resulting from differences between projected and actual earnings on OPEB plan investments will be amortized over a closed five-year period. The remaining deferred outflows will be amortized over the expected remaining service lives of all employees (active and inactive employees) that are provided with post-employment benefits through the post-employment benefit plan.

Note 1 - Summary of Significant Accounting Policies (continued)

J. Deferred Outflows/Inflows of Resources (continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets (an increase in assets in excess of any related increase in liabilities or a decrease in liabilities in excess of any related decrease in assets) by the government that is applicable to a future reporting period. The District has three items that qualify for reporting in this category:

- Deferred inflows of resources for unavailable revenues – Reported only in the governmental funds balance sheet, unavailable revenues from property taxes arise under the modified accrual basis of accounting. These amounts are deferred and recognized as an inflow or resources in the period that the amounts become available.
- Deferred inflows of resources for pension – reported in the government-wide financial statement of net position, these deferred inflows result primarily from 1) differences between projected and actual earnings on pension plan investments; 2) changes in actuarial assumptions; 3) differences between expected and actual actuarial experiences and 4) changes in the District’s proportional share of pension liabilities. The deferred inflows resulting from differences between projected and actual earnings on pension plan investments will be amortized over a closed five-year period. The remaining pension related deferred inflows will be amortized over the expected remaining service lives of all employees (active and inactive employees) that are provided with pensions through the pension plan.
- Deferred inflows of resources for post-employment benefits – Reported in the government wide financial statement of net position, these deferred inflows result primarily from 1) changes in actuarial assumptions and 2) differences between expected and actual actuarial experiences. These post-employment related deferred inflows will be amortized over the expected remaining service lives of all employees (active and inactive employees) that are provided with post-employment benefits through the post-employment benefit plan.

K. Pensions

The fiduciary net position of the Teacher Retirement System of Texas (TRS) has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes for purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, and information about assets, liabilities, and additions to/deductions from TRS’s fiduciary net position. Benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

L. Other Post-Employment Benefits (OPEB)

The fiduciary net position of the Teacher Retirement System of Texas (TRS) TRS Care Plan has been determined using the flow of economic resources measurement focus and full accrual basis of accounting. This includes for purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to other post-employment benefits, OPEB expense, and information about assets, liabilities, and additions to/deductions from TRS Care’s fiduciary net position. Benefit payments are recognized when due and payable in accordance with the benefit terms. There are no investments as this is a pay-as you-go plan and all cash is held in a cash account.

Note 1 - Summary of Significant Accounting Policies (continued)

M. Net Position

Net Position on the Statement of Net Position includes the following:

- Net investment in capital assets - this component of net position consists of capital assets, net accumulated depreciation, reduced by the outstanding balances of bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt will be included in this component of net position.
- Restricted for federal and state programs - this component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets, which are restricted by federal and state granting agencies.
- Restricted for Debt Service - this component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. The assets arise from bond issuances which have constraints placed on them by the bond covenants for the purpose of future debt service payments.
- Unrestricted net position - this component of net position is the net amount of assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted components of net position.

N. Fund Balance

The fund balance in governmental funds has been classified as follows to describe the nature and relative strength of the spending constraints:

- *Non-spendable fund balance* - Represents amounts that are not in spendable form, such as inventory and prepaids, or are required to be maintained intact. If there is a constraint on how the eventual proceeds can be spent, the fund balance is classified to reflect that constraint (restricted, committed, or assigned), rather than included as part of nonspendable fund balance.
- *Restricted fund balance* - Represents amounts constrained to specific purposes by their providers, such as grantors, bondholders, and higher levels of government, through constitutional provisions, or by enabling legislation.
- *Committed fund balance* - Represents amounts constrained to specific purposes by the District itself, using its highest level of decision-making authority, i.e., Board of Trustees. To be reported as committed, amounts cannot be used for any other purpose unless the District's Board of Trustees approves the changes by Board Resolution. Examples of committed fund balance include potential litigation, claims and judgements, campus activity funds, construction, capital expenditures for equipment and self-insurance.
- *Assigned fund balance* - Represents amounts the District intends to use for a specific purpose. Intent can be expressed by the District or by an official or body to which the Board of Trustees delegates the authority.
- *Unassigned fund balance* - Represents amounts that are available for any purpose. Positive amounts are reported only in the general fund.

Note 1 - Summary of Significant Accounting Policies (continued)

N. Fund Balance (continued)

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Board of Trustees or the District Fund Managers have provided otherwise in their commitment or assignment actions.

When the District incurs an expense for which it may use either restricted or unrestricted resources, it uses the restricted resources first unless unrestricted resources will have to be returned because they were not used. Since Internal Service Funds support the operations of governmental funds, they are consolidated with the governmental funds in the government-wide financial statements. The expenditures of governmental funds that create the revenues of internal service funds are eliminated to avoid "grossing up" the revenues and expenses of the District as a whole.

The District sponsors self-insured plans to provide workers' compensation benefits to employees and a Medical Trust Fund to provide health care benefits to employees and dependents. Revenues of these Internal Service Funds are received from both the District's governmental funds and employees. Expenses are comprised of claims incurred during the fiscal year, professional and contracted services, and other miscellaneous expenses.

The General Fund is contingently liable for liabilities of these funds.

O. Data Control Codes

The Data Control Codes refer to the account code structure prescribed by the Texas Education Agency (the "TEA") in the Resource Guide. The TEA requires school districts to display these codes in the financial statements filed with the Agency in order to ensure accuracy in building a statewide data base for policy development and funding plans.

In accordance with the Resource Guide, the District has adopted and installed an accounting system which meets at least the minimum requirements prescribed by the Texas State Board of Education and approved by the State Auditor. Specifically, the District's accounting system uses codes and the code structure presented in the Resource Guide. Mandatory codes are recorded in the order provided in the Resource Guide.

P. Use of Estimates

The presentation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Q. Implementation of New Accounting Standards

GASB issued Statement No. 101, *Compensated Absences*, in June 2022. The primary objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. The requirements of this statement were implemented in fiscal year 2025 and the impact is reflected in the financial statements. See Note 1 Part H for more information.

Note 1 - Summary of Significant Accounting Policies (continued)

Q. Implementation of New Accounting Standards (continued)

GASB issued Statement No. 102, *Certain Risk Disclosures*, in December 2023. The primary objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. The requirements of this Statement are effective for fiscal years beginning after June 15, 2024, and all reporting periods thereafter. The requirements of this statement were implemented in fiscal year 2025 and the impact is reflected in the financial statements. See Note 15 for more information.

Note 2 - Deposits and Investments

Cash Deposits: The funds of the District must be deposited and invested under the terms of a contract, contents of which are set out in the Depository Contract Law. The depository bank places approved pledged securities for safekeeping and trust with the District's agent bank in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation ("FDIC") insurance.

On June 30, 2025, the carrying amount of the District's cash deposits (cash and interest-bearing accounts) was \$8,723,321 (plus \$1,192,382 in fiduciary funds) and the bank balance was \$14,835,521. The District's cash deposits on June 30, 2025, were entirely covered by FDIC Insurance or by pledged collateral held by the District's agent bank in the District's name.

Investments: The District's investment policy is in accordance with the Public Funds Investment Act (Government Code Chapter 2256). Statutes authorize the District to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers' acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, (10) and common trust funds.

The State Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports, and establishment of appropriate policies. It requires the District to adopt, implement, and publicize an investment policy. The investment policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit. Statutes authorize the District to invest in (1) obligations of the United States Treasury, certain United States agencies, and obligations of the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers' acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds. Management of the District believes it is in compliance with the requirements of the Act and with local policies. The District's temporary investments consist of balances held by the Texas Local Government Investment Pool (TexPool), TexStar and Lone Star Investment Pool (LSIP) and Texas CLASS.

TexPool is a public funds investment pool created by the Texas Treasury Safekeeping Trust Company (Trust Company) to provide a safe environment for the placement of local government funds in authorized short-term, fully collateralized investments, including direct obligations of, or obligations guaranteed by, the United States or State of Texas or their agencies; federally insured certificates of deposit issued by Texas banks or savings and loans; and fully collateralized direct repurchase agreements secured by United States Government agency securities and placed through a primary government securities dealer.

Note 2 - Deposits and Investments (continued)

The Trust Company was incorporated by the State Treasurer by authority of the Texas Legislature as a special purpose trust company with direct access to the services of the Federal Reserve Bank to manage, disburse, transfer, safe keep, and invest public funds and securities more efficiently and economically. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. TexPool uses amortized cost rather than fair value to report net position to compute share prices. The fair value of the position in TexPool is the same as the value of TexPool shares. Accordingly, the District's investments in TexPool are stated at amortized cost, which approximates fair value. TexPool is currently rated AAAM by Standard and Poor's. This rating indicates excellent safety and a superior capacity to maintain principal value and limit exposure to loss.

Lone Star Investment Pool is restricted to invest in obligations of the United States or its agencies and instrumentalities; other obligations insured by the United States; fully collateralized repurchase agreements having a defined termination date, secured by obligations described previously; and SEC-registered no-load money market mutual funds, the assets which consist exclusively of the obligations described above.

TexSTAR Investment Pool is duly chartered by the State of Texas Interlocal Cooperation Act, is administered and managed by JPMorgan Fleming Asset Management, Inc. and First Southwest Asset Management, Inc. JP Morgan Chase Bank and/or its subsidiary JP Morgan Investor Services Co. is the custodial bank. The primary objectives of TexSTAR are, in order of priority, on of principal, maintenance of sufficient liquidity to meet Participants' needs, diversification to avoid unreasonable or avoidable risks, and yield.

The Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS) was created as a local government investment pool (LGIP) pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code (PFIA). Texas CLASS is overseen by the Texas CLASS Board of Trustees, comprised of active members of the pool and elected by the Participants, guided by the Advisory Board. The Board is responsible for selecting the Administrator and Investment Advisor. The Board retains the services of Public Trust Advisors, LLC (Public Trust).

At June 30, 2025, the District's cash and investment balances, the weighted average maturity, and the credit ratings of these investments were as follows:

	Carrying Value	Weighted Average Maturity (Days)	Credit Rating
Governmental Activities			
Cash and deposits	\$ 8,723,321	N/A	N/A
Investments			
Local Government Investment Pools:			
TexPool	370,941,104	41	AAAM
LoneStar	1,013,507	28	AAA
TexasClass	10,772,218	36.7	AAA
TexStar	20,728,706	36	AAA
Total Local Government Investment Pools	<u>403,455,535</u>		
Short Term Investments:			
Money market	<u>11,593,759</u>	N/A	
Total Short Term Investments	<u>11,593,759</u>		
Total Investments	<u>415,049,294</u>	40.6	
Total Governmental Activities	<u>423,772,615</u>		
Fiduciary Funds			
Cash and Deposits	<u>1,192,382</u>	N/A	N/A
Total Fiduciary Funds	<u>1,192,382</u>		
Total	<u>\$ 424,964,997</u>		

Note 2 - Deposits and Investments (continued)

Due to the immediate availability of the funds, the District’s temporary investments at June 30, 2025 are included in cash and cash equivalents. Local government investment pools are recorded at amortized cost which approximates fair value. Texpool, Lone Star and TexStar do not have any limitations and restrictions on withdrawals such as notice periods or maximum transaction amounts. The pools do not impose any liquidity fees or redemption gates.

Additional policies and contractual provisions governing deposits and investments for the District are specified below:

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates may adversely affect the value of investments. To limit the risk that changes in interest rates will adversely affect the fair value of the investments. The district monitors interest rate risk utilizing weighted average maturity (WAM) analysis. The District requires its investment portfolio to have maturities of less than one year on a WAM basis. However, specific to the District’s debt service funds, maturities longer than one year are authorized within legal limits and as long as sufficient investment liquidity to timely meet debt service payment obligations is maintained. The long-term investment the District currently holds, which has no call options, is due when the debt instrument is due and the District intends to hold the investment until maturity, thereby reducing its risk of loss due to changes in the fair value of the investment.

Credit Risk: To limit the risk that an issuer or other counterparty to an investment will not fulfill its obligations, the District limits investments in commercial paper, corporate bonds, mutual bond funds, public funds investment pools to those that have received top ratings issued by nationally recognized statistical rating organizations (NRSROs). As of June 30, 2025, the District’s investments in Texas Pool and Lone Star were rated AAAM and AAA, respectively.

Custodial Credit Risk: State law requires governmental entities to contract with financial institutions in which funds will be deposited to secure those deposits with insurance or pledged securities with a fair value equaling or exceeding the amount on deposit at the end of each business day. The District’s policy regarding deposits is in accordance with this law.

Concentration of Credit Risk: For temporary investments, to limit the risk of loss attributed to the magnitude of a government’s investment in a single issuer, the District’s policy states that the portfolio must be diversified. Concentration of Credit Risk is not applicable to investment pools since the purpose of these pools is to diversify the District’s investment portfolio.

Note 3 - Receivables and Unearned Revenue

Receivables as of June 30, 2025, for the District's individual major and non-major funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	National School Breakfast & Lunch Program	Debt Service Fund	Capital Projects Fund	Nonmajor Governmental Funds	Internal Service Funds	Total
	General Fund					
Property Taxes	\$ 22,446,252	\$ -	\$ 4,815,131	\$ -	\$ -	\$ 27,261,383
Due from other governments	62,512,217	105,273	-	-	5,509,667	68,127,157
Other	581,015	911	-	-	2,280	597,442
Gross Receivables	85,539,484	106,184	4,815,131	-	5,511,947	95,985,982
Less allowance for doubtful accounts	(8,445,044)	-	(1,811,616)	-	-	(10,256,660)
Net Total Receivables	\$ 77,094,440	\$ 106,184	\$ 3,003,515	\$ -	\$ 5,511,947	\$ 85,729,322

Note 3 - Receivables and Unearned Revenue (continued)

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned. At the end of the fiscal year 2025, the various components of unearned revenues reported in the governmental funds were as follows:

	Unearned
Unearned federal revenue	\$ 224,414
Unearned state and local revenue	26,330
	<u>\$ 250,744</u>

Note 4 - Interfund Receivables, Payables, and Transfers

Interfund balances consist of short-term lending/borrowing arrangements that result from normal operations and are cleared out periodically. Additionally, some lending/borrowing may occur between two or more nonmajor governmental funds.

The composition of interfund balances and transfers as of June 30, 2025, is as follows:

	<u>Interfund Receivable</u>	<u>Interfund Payable</u>	<u>Net</u>
Governmental Activities:			
General Fund	\$ 5,785,880	\$ 3,267,447	\$ 2,518,433
National School Breakfast & Lunch Program	151,439	5,396	146,043
Debt Service Fund	279,947	-	279,947
Capital projects fund	107,987	7,328	100,659
Nonmajor Governmental Funds	19,857	3,047,860	(3,028,003)
Nonmajor Internal Service Funds	-	7,899	(7,899)
Total Governmental Activities	<u>6,345,110</u>	<u>6,335,930</u>	<u>9,180</u>
Fiduciary Funds	-	9,180	(9,180)
Total	<u>\$ 6,345,110</u>	<u>\$ 6,345,110</u>	<u>\$ -</u>
	<u>Transfer Out</u>	<u>Transfer In</u>	<u>Amount</u>
General Fund		Nonmajor Governmental Funds	\$ 347,210
Total			<u>\$ 347,210</u>

The purpose of the transfer from General Fund to the SSA Regional Day School State Deaf fund is for the District's portion of fund expenditures.

Note 5 - Capital Assets

Capital asset activity for the fiscal year ended June 30, 2025, was as follows:

Governmental Activities:

	Balance July 01, 2024	Additions	Transfers	(Retirements)	Balance June 30, 2025
Governmental Capital Assets					
Capital Assets, Not Being Depreciated:					
Land	\$ 20,677,504	\$ 1,494,630	\$ -	\$ -	\$ 22,172,134
Construction in progress	10,910,355	46,454,842	(6,532,755)	-	50,832,442
Total Capital Assets, Not Being Depreciated	31,587,859	47,949,472	(6,532,755)	-	73,004,576
Capital Assets, Being Depreciated:					
Buildings and improvements	486,434,869	594,175	6,463,690	-	493,492,734
Furniture and equipment	44,987,209	12,208,471	2,829,257	(892,817)	59,132,120
Vehicles	29,052,090	4,079,691	(846,550)	(1,784,072)	30,501,159
Software	4,297,932	210,996	(1,913,642)	(62,935)	2,532,351
Subscription based IT assets	357,000	1,046,580	-	-	1,403,580
Lease assets					
Equipment	2,376,533	1,470,175	-	-	3,846,708
Total Capital Assets, Being Depreciated	567,505,633	19,610,088	6,532,755	(2,739,824)	590,908,652
Less Accumulated Depreciation for:					
Buildings and improvements	(220,571,835)	(9,415,168)			(229,987,003)
Furniture and equipment	(25,538,317)	(6,655,019)	(2,477,363)	863,434	(33,807,265)
Vehicles	(19,338,162)	(2,269,611)	846,550	1,634,580	(19,126,643)
Software	(4,223,182)	(2,917)	1,630,813	62,935	(2,532,351)
Subscription based IT assets	(89,250)	(383,325)	-	-	(472,575)
Lease assets	(1,944,133)	(576,101)	-	-	(2,520,234)
Total Accumulated Depreciation	(271,704,879)	(19,302,141)	-	2,560,949	(288,446,071)
Governmental Capital Assets	\$ 327,388,613	\$ 48,257,419	\$ -	\$ (178,875)	\$ 375,467,157

Depreciation expense was charged to functions/programs of the District as follows:

Function	Depreciation/ Amortization Expense
Governmental Activities:	
Instruction	\$ 7,284,697
Instructional resources and media services	181,398
Curriculum and staff development	2,998
Instructional leadership	27,542
School leadership	459,326
Guidance, counseling and evaluation services	11,451
Health services	1,069
Student transportation	1,206,894
Food Services	1,700,180
Extracurricular activities	2,025,312
General administration	36,205
Plant maintenance and operations	2,980,037
Security and monitoring services	792,526
Data processing services	1,183,446
Community services	116,105
Facilities acquisition and construction	1,292,955
Total Governmental Activities	\$ 19,302,141

Note 5 - Capital Assets (continued)

Net investment in capital assets for governmental activities as of June 30, 2025 is calculated as follow:

Capital Assets	\$ 375,467,157
Bonds payable	(332,570,000)
Premiums	(24,973,566)
Deferred amount on refunding	5,754,019
Lease and SBITA Liabilities	(2,003,260)
Unspent Bond Proceeds	261,269,197
Capital related liabilities	<u>(10,992,339)</u>
Net Investment in Capital Assets	<u><u>\$ 271,951,208</u></u>

Construction commitments at June 30, 2025 are as follow:

<u>Project</u>	<u>Approved Construction Budget</u>	<u>Construction in Progress</u>	<u>Remaining Commitment</u>
New Middle School Building	\$ 120,794,897	\$ 25,163,090	\$ 95,631,807
CTE Center Building	93,009,981	4,652,344	88,357,637
New Transportation Facility	25,000,000	4,002,412	20,997,588
Roof Replacements	17,872,693	1,468,838	16,403,855
Technology Bond Projects	15,245,000	9,271,712	5,973,288
Permian Auditorium Renovation	12,500,000	604,339	11,895,661
New TLC Building	8,000,000	286,175	7,713,825
Ag Farm	7,500,000	311,002	7,188,998
HVAC Control & Energy Management Systems	3,486,241	3,244,444	241,797
Austin Cafeteria	2,167,563	59,267	2,108,296
Permian JROTC Renovation	1,508,563	165,282	1,343,281
Burleson Remodel	1,271,525	766,171	505,354
Travis Remodel	1,012,092	519,703	492,389
School Nutrition Generator CIP	501,315	250,657	250,658
Fire Alarm Systems	426,750	67,006	359,742
	<u>\$ 310,296,620</u>	<u>\$ 50,832,442</u>	<u>\$ 259,464,176</u>

Note 6 - Long-term Liabilities

The District's long-term liabilities consist of bond indebtedness and compensated absences. The current requirements for general obligation bonds principal and interest expenditures are accounted for in the debt service fund.

Changes in Long-term Liabilities

Long-term liability activities for the fiscal year ended June 30, 2025, was as follows:

	<u>Balance July 1, 2024</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance June 30, 2025</u>	<u>Due Within One Year</u>
General Obligation Bonds:	\$ 345,535,000	\$ -	\$ (12,965,000)	\$ 332,570,000	\$ 23,640,000
Premiums on bonds	26,817,927	-	(1,844,361)	24,973,566	-
Accumulated accretion on capital appreciation bonds	102,553	29,971	-	132,524	-
Arbitrage liability	-	4,535,733	-	4,535,733	-
Worker's compensation claims payable	2,734,037	-	(436,286)	2,297,751	552,807
Healthcare claims payable	2,747,938	138,772	-	2,886,710	2,886,710
Accrued compensated absences	3,517,747	-	(2,354,021)	1,163,726	-
SBITA liabilities	-	1,046,580	(359,222)	687,358	338,600
Lease liabilities	405,020	1,470,175	(559,293)	1,315,902	424,449
Total Governmental Long-Term Liabilities	<u>\$ 381,860,222</u>	<u>\$ 7,221,231</u>	<u>\$ (18,518,183)</u>	<u>\$ 370,563,270</u>	<u>\$ 27,842,566</u>

Note 6 - Long-term Liabilities (continued)

General Obligation Bonds

General Obligation Bonds outstanding, at June 30, 2025, are comprised of the following:

<u>Issue</u>	<u>Original Issuance</u>		<u>Maturity Date</u>	<u>Debt Outstanding</u>
	<u>Amount</u>	<u>Interest Rate (%)</u>		
Unlimited Tax Refunding Bonds, Series 2016	\$ 49,235,000	3.00% to 5.00%	8/15/2027	\$ 6,150,000
Unlimited Tax Refunding Bonds, Series 2020B	56,150,000	1.75% to 5.00%	8/15/2036	47,245,000
Unlimited Tax School Building Bonds, Series 2024-A	179,630,000	4.00% - 5.00%	8/15/2045	179,630,000
Variable Rate Unlimited Tax School Building Bonds, Series 2024-B	99,545,000	4.00%	8/15/2049	99,545,000
				<u>\$ 332,570,000</u>

Debt service requirements to maturity for the General Obligation Bonds are as follows:

<u>Year Ending June 30th</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2026	\$ 23,640,000	\$14,297,997	\$ 37,937,997
2027	15,070,000	14,403,247	29,473,247
2028	16,235,000	13,659,722	29,894,722
2029	17,605,000	12,719,822	30,324,822
2030	18,460,000	11,818,197	30,278,197
2030 - 2034	49,930,000	52,457,251	102,387,251
2035 - 2039	54,105,000	41,397,859	95,502,859
2040 - 2044	34,545,000	30,096,375	64,641,375
2045 - 2049	102,980,000	13,349,075	116,329,075
	<u>\$ 332,570,000</u>	<u>\$ 204,199,545</u>	<u>\$ 536,769,545</u>

In the current fiscal year, the District has defeased general obligation bonds by placing the District’s own resources into an irrevocable trust account to provide for all future debt service payments on the old bonds. Accordingly, that trust account assets and the liabilities for those defeased bonds are not included in the District’s financial statements. On February 15, 2025, the District defeased \$7,000,000 of Series 2020B Refunding Bonds. As of June 30, 2025, \$7,000,000 defeased bonds remain outstanding.

Capital Appreciation Bonds

A portion of the bonds sold in the Series 2012 bond issues were capital appreciation bonds commonly referred to as “premium compound interest bonds.” The District annually records the appreciation of the bond principal for the accreted value of the bonds through maturity of the issue. The interest of these bond series will be paid upon maturity. The following table summarizes the significant features of the individual bonds, by issue:

<u>Series</u>	<u>Accreted Value</u>	<u>Original Bond Principal</u>	<u>Accreted Interest</u>	<u>Maturity Value</u>	<u>Maturity Dates</u>
2020B Refunding	\$ 172,524	\$ 40,000	\$ 132,524	\$ 2,115,000	2027 and 2028

Note 6 - Long-term Liabilities (continued)

Deferred charge on refunding

The balance of deferred charge on refunding at June 30, 2025 was \$5,754,019 and is presented as a deferred outflow of resources in the Statement of Net Position:

	<u>Balance July 01, 2024</u>	<u>Deferred Charge on New Issues</u>	<u>Recognized Amortization</u>	<u>Balance June 30, 2025</u>
Deferred charge on refunding	\$ 6,234,183	\$ -	\$ (480,164)	\$ 5,754,019

Right to Use Lease Liabilities and SBITAs

The District has several agreements to lease copiers and printers, postage machines and mailers and tablets for transportation vehicles. As of June 30, 2025, the values of the lease liabilities was \$1,315,902. Monthly lease payments range from \$215 to \$28,000 and mature in fiscal year 2026 through 2029. The leases qualify as other than short-term lease as defined by Government Accounting Standards Board (GASB) Statement No. 87 ("GASB 87"). Therefore the District has recorded right-to-use lease assets and the lease liability at an amount equal to the initial measurement of the related lease liability. The liability was measured at discount rates of 3.5-5%. The rights to use assets are amortized on a straight-line basis over the life of the asset. At June 30, 2025, the right to use asset related to leases is \$3,846,708 and accumulated amortization is \$2,520,234.

The District recognizes a liability and corresponding right-to-use the information technology software in the government-wide and internal service fund financial statements. The District recognizes subscription liabilities with an initial, individual value of \$250,000 or more and a contract term of twelve months or more. Therefore the District has recorded right-to-use SBITA assets and the SBITA liability at an amount equal to the initial measurement of the related SBITA liability. The liability was measured at a discount rates of 3.5-5%, maturing in fiscal year 2026 through 2027. As of June 30, 2025, the values of the SBITA liabilities was \$687,358. The rights to use assets are amortized on a straight-line basis over the life of the asset. At June 30, 2025, the right to use asset related to SBITAs is \$1,403,580 and accumulated amortization is \$472,575.

Debt service requirements to maturity for the right to use lease liabilities are as follows:

<u>Year Ending June 30th</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2026	\$ 424,449	\$ 55,770	\$ 480,219
2027	422,099	34,972	457,071
2028	435,638	13,480	449,118
2029	33,716	140	33,856
	<u>\$ 1,315,902</u>	<u>\$ 104,362</u>	<u>\$ 1,420,264</u>

Debt service requirements to maturity for the right to use SBITA liabilities are as follows:

<u>Year Ending June 30th</u>	<u>Principal</u>	<u>Interest</u>	<u>Totals</u>
2026	\$ 338,600	\$ 20,621	\$ 359,221
2027	348,758	10,463	359,221
	<u>\$ 687,358</u>	<u>\$ 31,084</u>	<u>\$ 718,442</u>

Note 7 - Revenues from Local, Intermediate, and Out-of-State Sources

During the current year, revenues from local and intermediate sources consisted of the following:

	National School Breakfast & Lunch Program	Debt Service Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total
	General Fund				
Property Taxes	\$ 132,342,805	\$ -	\$ 44,325,169	\$ -	\$ 176,667,974
Insurance Recovery	72,117	-	-	888,442	960,559
Campus Activity	-	-	-	1,430,626	1,430,626
Food Service Activity	-	709,946	-	-	709,946
Extracurricular Activities	698,788	-	-	-	698,788
Tuition and Fees	963,707	-	-	-	963,707
Investment Income	4,692,797	458,544	1,025,019	920,141	20,649,439
Gifts and bequests	3,160,686	-	-	5,109,509	8,270,195
Rent	52,448	-	-	-	52,448
Other	1,797,122	5,236	-	284,301	2,086,659
	<u>\$ 143,780,470</u>	<u>\$ 1,173,726</u>	<u>\$ 45,350,188</u>	<u>\$ 8,633,019</u>	<u>\$ 212,490,341</u>

Note 8 - Defined Benefit Pension Plan

A. Plan Description

The District participates in a multiple-employer, cost-sharing, defined benefit pension plan that has a special funding situation. The plan is administered by the Teacher Retirement System of Texas (TRS). TRS’s defined benefit pension plan is established and administered in accordance with the Texas Constitution, Article XVI, Section 67 and Texas Government Code, Title 8, Subtitle C. The pension trust fund is a qualified pension trust under Section 401(a) of the Internal Revenue Code. The Texas Legislature establishes benefits and contribution rates within the guidelines of the Texas Constitution. The pension’s Board of Trustees does not have the authority to establish or amend benefit terms.

All employees of public, state-supported educational institutions in Texas who are employed for one-half or more of the standard workload and who are not exempted from membership under Texas Government Code, Title 8, Section 822.002 are covered by the system.

B. Pension Plan Fiduciary Net Position

Detail information about the Teacher Retirement System’s fiduciary net position is available in a separately issued Annual Comprehensive Financial Report that includes financial statements and required supplementary information. That report may be obtained on the internet at <https://www.trs.texas.gov/learning-resources/publications>, or by writing to TRS at attention Finance Division, PO BOX 149676, Austin, TX, 78714-0185, or by calling 1-800-223-8778.

C. Benefits Provided

TRS provides service and disability retirement, as well as death and survivor benefits, to eligible employees (and their beneficiaries) of public and higher education in Texas. The pension formula is calculated using 2.3 percent (multiplier) times the average of the five highest annual creditable salaries times years of credited service to arrive at the annual standard annuity except for members who are grandfathered, the three highest annual salaries are used. The normal service retirement is at age 65 with 5 years of credited service or when the sum of the member’s age and years of credited service equals 80 or more years. Early retirement is at age 55 with 5 years of service credit or earlier than 55 with 30 years of service credit. There are additional provisions for early retirement if the sum of the member’s age and years of service credit total at least 80, but the member is less than age 60 or 62 depending on date of employment, or if the member was grandfathered under a previous rule. There are no automatic post-employment benefit changes, including automatic COLAs. Ad hoc post-employment benefit changes, including ad hoc COLAs, can be granted by the Texas Legislature as noted in the Plan description above. Accordingly, the 2023 Texas Legislature passed Senate Bill (SB) 10 and House Joint Resolution (HJR) 2 to provide eligible retirees with a one-time stipend and an ad hoc cost-of-living-adjustment (COLA).

Note 8 - Defined Benefit Pension Plan (continued)

C. Benefits Provided (continued)

One-Time Stipends

Stipends, regardless of annuity amount, were paid in September 2023 to annuitants who met the qualifying age requirement on or before August 31, 2023:

- A one-time \$7,500 stipend to eligible annuitants who are 75 years of age and older.
- A one-time \$2,400 stipend to eligible annuitants age 70 to 74.

Cost-of-Living Adjustment

A cost-of-living adjustment (COLA) was dependent on Texas voters approving a constitutional amendment (Proposition 9) to authorize the COLA. Voters approved the amendment in the November 2023 election and the following COLA was applied to eligible annuitants' payments beginning with their January 2024 payment:

- 2% COLA for eligible retirees who retired between September 1, 2013 through August 31, 2020.
- 4% COLA for eligible retirees who retired between September 1, 2001 through August 31, 2013.
- 6% COLA for eligible retirees who retired on or before August 31, 2001.

Texas Government Code section 821.006 prohibits benefit improvements, if, as a result of the particular action, the time required to amortize TRS' unfunded actuarial liabilities would be increased to a period that exceeds 31 years, or, if the amortization period already exceeds 31 years, the period would be increased by such action. Actuarial implications of the funding provided in this manner are determined by the TRS actuary.

D. Contributions

Contribution requirements are established or amended pursuant to Article 16, section 67 of the Texas Constitution which requires the Texas legislature to establish a member contribution rate of not less than 6% of the member's annual compensation and a state contribution rate of not less than 6% and not more than 10% of the aggregate annual compensation paid to members of the system during the fiscal year.

Employee contribution rates are set in state statute, Texas Government Code 825.402. The TRS Pension Reform Bill (Senate Bill 12) of the 86th Texas Legislature amended Texas Government Code 825.402 for member contributions and increased employee and employer contribution rates for fiscal years 2019 through 2025.

	Contribution Rates	
	Plan Fiscal Year	
	September 1, 2024 to June 30, 2025	July 1, 2024 to August 31, 2024
Member (Employee)	8.25%	8.25%
Non-employer contributing agency (State)	8.25%	8.25%
District	8.25%	8.25%
	Current Fiscal Year Contributions	
Employer (District)	\$	10,911,803
Employee (Member)		18,548,898
Non-employer Contributing Entity On-behalf Contributions (State)		11,738,575

Note 8 - Defined Benefit Pension Plan (continued)

D. Contributions (continued)

Contributors to the plan include active members, employers and the State of Texas as the only non-employer contributing entity. The State is also the employer for senior colleges and universities, medical schools and other entities, including TRS. In each respective role, the State contributes to the plan in accordance with state statutes and the General Appropriations Act (GAA).

As the non-employer contributing entity for public education and junior colleges, the State of Texas contributes to the retirement system an amount equal to the current employer contribution rate, times the aggregate annual compensation of all participating members of the pension trust fund during that fiscal year, reduced by the amounts described below which are paid by the employers. Employers (public schools, junior colleges, other entities, or the State of Texas as the employer for senior colleges, universities and medical schools) are required to pay the employer contribution rate in the following instances:

- On the portion of the member's salary that exceeds the statutory minimum for members entitled to the statutory minimum under Section 21.402 of the Texas Education Code.
- During a new member's first 90 days of employment.
- When any part or all of an employee's salary is paid by federal funding sources, a privately sponsored source, from non-educational and general, or local funds.
- When the employing district is a public junior college or junior college district, the employer shall contribute to the retirement system an amount equal to 50% of the state contribution rate for certain instructional or administrative employees; and 100% of the state contribution rate for all other employees.

In addition to the employer contributions listed above, there is an additional surcharge an employer is subject to.

- All public schools, charter schools, and regional education service centers must contribute 1.9 percent of the member's salary beginning in fiscal year 2024, gradually increasing to 2 percent in fiscal year 2025.
- When employing a retiree of the Teacher Retirement System, the employer shall pay both the member contribution and the state contribution as an employment after retirement surcharge.

E. Actuarial Assumptions

The total pension liability in the August 31, 2023 actuarial valuation was determined using the following actuarial assumptions:

Component	Result
Valuation Date	August 31, 2023, rolled forward to August 31, 2024
Actuarial Cost Method	Individual Entry Age Normal
Asset Valuation Method	Market Value
Single Discount Rate	7.00%
Long-term Expected Rate	7.00%
Municipal Bond Rate as of August 2020	3.87%. Source for the rate is the Bond Buyers 20 Index which represents the estimated yield of a portfolio of 20 general obligation bonds maturing in the 20 years based on a survey of municipal bond traders.
Last year ending August 31 in Projection Period (100 years)	2123
Inflation	2.30%
Salary Increases	2.95% to 8.95% including inflation
Benefit changes during the year	None
Ad hoc post-employment benefit changes	None

Note 8 - Defined Benefit Pension Plan (continued)

E. Actuarial Assumptions (continued)

The actuarial assumptions used in the determination of the total pension liability are the same assumptions used in the actuarial valuation as of August 31, 2023. The actuarial methods and assumption were primarily based on a study of actual experience for the three-year ending August 31, 2017 and were adopted in July 2018. For a full description of these assumptions see the actuarial valuation report described the 2023 TRS ACFR, which includes actuarial valuation report dated November 21, 2023.

F. Discount Rate

A single discount rate of 7.00 percent was used to measure the total pension liability. The single discount rate was based on the expected rate of return on pension plan investments of 7.00 percent. The projection of flows used to determine this single discount rate assumed that contributions from active members, employers and the non-employer contributing entity will be made at the rates set by the legislature during the 2019 session. It is assumed that future employer and state contributions will be 9.54% of payroll in fiscal year 2025 and thereafter. This includes all employer and state contributions for active and rehired retirees.

Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefits payment of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term rate of return on pension plan investments is 7.00%. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimates ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the System’s target asset allocation as of August 31, 2024 are summarized below:

Asset Class¹	Target Allocation²	Long-Term Expected Arithmetic Real Rate of Return³	Expected Contribution to Long-Term Portfolio Returns
Global Equity			
USA	18.00%	4.40%	1.00%
Non-U.S. Developed	13.00%	4.20%	0.80%
Emerging Markets	9.00%	5.20%	0.70%
Private Equity ¹	14.00%	6.70%	1.20%
Stable Value			
Government Bonds	16.00%	1.90%	0.40%
Absolute Return (Including Credit Sensitive Investments) ¹	0.00%	4.00%	0.00%
Stable Value Hedge Funds	5.00%	3.00%	0.20%
Real Return			
Real Estate	15.00%	6.60%	1.20%
Energy, Natural Resources and Infrastructure	6.00%	5.60%	0.40%
Commodities	0.00%	2.50%	0.00%
Risk Parity			
Risk Parity	8.00%	4.00%	0.40%
Leverage			
Cash	2.00%	1.00%	0.00%
Asset Allocation Leverage	-6.00%	1.30%	-0.10%
Inflation Expectation	0.00%	0.00%	2.40%
Volatility Drag ⁴	0.00%	0.00%	-0.70%
Expected Return	100.00%		7.90%

¹ Absolute Return includes Credit Sensitive Investments.

² Target allocations are based on the fiscal year 2024 policy model.

³ Capital Market Assumptions (CMA) come from 2024 AAA Study CMA Survey (as of 12/31/2023)

⁴ The volatility drag results from the conversion between arithmetic and geometric mean returns.

Note 8 - Defined Benefit Pension Plan (continued)

G. Discount Rate Sensitivity Analysis

The following schedule shows the impact of the net pension liability if the discount rate used was 1 percentage point lower than and 1 percentage point higher than the discount rate that was used (7.00%) in measuring the Net pension liability:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
District's proportional share of the net pension liability	\$ 191,904,354	\$ 120,146,468	\$ 60,689,959

H. Pension Liabilities, Pension Expense, and Deferred Outflows/Inflows of Resources Related to Pensions

At June 30, 2025, the District reported a liability of \$120,146,468 for its proportionate share of the TRS's net pension liability. This liability reflects a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

District's proportionate share of the collective net pension liability	\$ 120,146,468
State's proportionate share that is associated with the District	116,272,085
Total	<u>\$ 236,418,553</u>

The net pension liability was measured as of August 31, 2023 and rolled forward to August 31, 2024 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The employer's proportion of the net pension liability was based on the employer's contributions to the pension plan relative to the contributions of all employers to the plan for the period September 1, 2023 through August 31, 2024.

At August 31, 2024, the District's proportion of the collective net pension liability was 0.1967% which was an increase of 0.0061% from its proportion measured as of August 31, 2023.

Changes in Assumptions and Benefits Since the Prior Actuarial Valuation

The actuarial assumptions and methods are the same as used in the determination of the prior year's net pension liability.

The 2023 Texas Legislature passed Senate Bill 10 (SB 10), which provided a stipend payment to certain retirees and variable ad hoc cost-of-living adjustments (COLA) to certain retirees in early fiscal year 2024. Due to its timing, the legislation and payments were not reflected in the August 31, 2023 actuarial valuation. Under the roll forward method, an adjustment was made to reflect the legislation in the rolled forward liabilities for the current measurement year, August 31, 2024. SB 10 and House Joint Resolution 2 (HJR 2) of the 88th Regular Legislative Session appropriated payments of \$1.645 billion for one-time stipends and \$3.355 billion for COLAs. This appropriation is treated as a supplemental contribution and included in other additions. Since the Legislature appropriated funds for this one-time stipend and COLA, there was no impact on the Net Pension Liability of TRS.

Note 8 - Defined Benefit Pension Plan (continued)

H. Pension Liabilities, Pension Expense, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)

The amount of pension expense recognized by the District in the reporting period was \$19,478,617.

For the year ended June 30, 2025, the District recognized pension expense of \$19,478,617 and expense of \$13,896,457 representing for support provided by the State.

At June 30, 2025, the District reported its proportionate share of the TRS’s deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual economic experience	\$ 6,622,309	\$ (938,045)
Changes of assumptions	6,203,419	(831,667)
Net difference between projected and actual earnings on pension plan investments	730,329	-
Changes in proportion and differences between District contributions and proportionate share of contributions	11,379,937	(2,487,197)
District contributions subsequent to the measurement date of the net pension liability	<u>9,041,754</u>	<u>-</u>
Total	<u>\$ 33,977,748</u>	<u>\$ (4,256,909)</u>

The District recognized \$9,041,754 as deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date, which will be recognized as a reduction of the net pension liability in the measurement year ended August 31, 2025. The other amounts of the District’s balances of deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Fiscal Year</u>	<u>Pension Expense Amount</u>
2026	\$ 2,792,946
2027	15,802,886
2028	3,220,078
2029	(1,905,663)
2030	<u>768,838</u>
	<u>\$ 20,679,085</u>

Note 9 - Defined Other Post-Employment Benefit Plans

A. Plan Description

The District participates in the Texas Public School Retired Employees Group Insurance Program (TRS- Care). It is a multiple-employer, cost-sharing, defined benefit OPEB plan with a special funding situation. The TRS-Care program was established in 1986 by the Texas Legislature.

The TRS Board of Trustees administers the TRS-Care program and the related fund in accordance with Texas Insurance Code Chapter 1575. The Board of Trustees is granted the authority to establish basic and optional group insurance coverage for participants as well as to amend benefit terms as needed under Chapter 1575.052. The Board may adopt rules, plans, procedures, and orders reasonably necessary to administer the program, including minimum benefits and financing standards.

B. OPEB Plan Fiduciary Net Position

Detail information about the Teacher Retirement System’s fiduciary net position is available in a separately issued Annual Comprehensive Financial Report (ACFR) that includes financial statements and required supplementary information. That report may be obtained on the internet at <https://www.trs.texas.gov/learning-resources/publications>, or by writing to TRS at attention Finance Division, PO BOX 149676, Austin, TX, 78714-0185, or by calling 1-800-223-8778.

C. Benefits Provided

TRS-Care provides health insurance coverage to retirees from public schools, charter schools, regional education service centers and other educational districts who are members of the TRS pension plan. Optional dependent coverage is available for an additional fee.

Eligible non-Medicare retirees and their dependents may enroll in TRS-Care Standard, a high-deductible health plan. Eligible Medicare retirees and their dependents may enroll in the TRS-Care Medicare Advantage medical plan and the TRS-Care Medicare Rx prescription drug plan. To qualify for TRS-Care coverage, a retiree must have at least 10 years of service credit in the TRS pension system. There are no automatic post-employment benefit changes, including automatic COLAs.

The premium rates for retirees are reflected in the following table.

TRS-Care Monthly Premium Rates				
	Medicare		Non-Medicare	
Retiree or Surviving Spouse	\$	135	\$	200
Retiree and Spouse		529		689
Retiree or Surviving Spouse and Children		468		408
Retiree and Family		1,020		999

Contribution rates for the TRS-Care plan are established in state statute by the Texas Legislature, and there is no continuing obligation to provide benefits beyond each fiscal year. The TRS-Care plan is currently funded on a pay-as-you-go basis and is subject to change based on available funding. Funding for TRS-Care is provided by retiree premium contributions, and contributions from the state, active employees, and participating employers based on active employee compensation. The TRS Board of trustees does not have the authority to set or amend contribution rates.

Note 9 - Defined Other Post-Employment Benefit Plans (continued)

D. Contributions

Texas Insurance Code, section 1575.202 establishes the state’s contribution rate which is 1.25% of the employee’s salary. Section 1575.203 establishes the active employee’s rate which is 0.65% of salary. Section 1575.204 establishes a public school contribution rate of not less than 0.25% or not more than 0.75% of the salary of each active employee of the employer. The actual public school contribution rate is prescribed by the Legislature in the General Appropriations Act, which is 0.75% of each active employee’s pay for fiscal year 2025. The following table shows contributions to the TRS-Care plan by type of contributor.

	Contribution Rates	
	September 1, 2024 to June 30, 2025	July 1, 2024 to August 31, 2024
Member	0.65%	0.65%
Non-employer contributing agency	1.25%	1.25%
Employers	0.75%	0.75%
Federal/private funding	1.25%	1.25%

	Current Fiscal Year Contributions	
	Active Employee	\$
Non-Employer Contributing Entity (State)		4,011,515
District:		
District, Excluding Federal/Private Fun		2,005,544
Federal/Private Funding		190,193
Total District		<u>2,195,737</u>
Total	\$	<u><u>7,667,200</u></u>

In addition to the employer contributions listed above, there is an additional surcharge all TRS employers are subject to (regardless of whether or not they participate in the TRS Care OPEB program). When employers hire a TRS retiree, they are required to pay to TRS-Care, a monthly surcharge of \$535 per retiree.

E. Actuarial Assumptions

The actuarial valuation was performed as of August 31, 2023. Update procedures were used to roll forward the Total OPEB Liability to August 31, 2024. The actuarial valuation was determined using the following actuarial assumptions:

The actuarial valuation of the OPEB plan offered through TRS-Care is similar to the actuarial valuation performed for the pension plan, except that the OPEB valuation is more complex. The demographic assumptions were updated based on the experience study performed for TRS for the period ending August 31, 2021.

The active mortality rates were based on PUB(2010), Amount-Weighted, Below-Median Income, Teacher male and female tables (with a two-year set forward for males). The post-retirement mortality rates for healthy lives were based on the 2021 TRS of Texas Healthy Pensioner Mortality Tables. The rates were projected on a fully generational basis using the ultimate improvement rates from mortality projection scale MP-2021.

Note 9 - Defined Other Post-Employment Benefit Plans (continued)

E. Actuarial Assumptions (continued)

The following assumptions and other inputs used for members of TRS-Care are based on an established pattern of practice and are identical to the assumptions used in the August 31, 2023 TRS pension actuarial valuation that was rolled forward to August 31, 2024: (a) Rates of Mortality, (b) Rates of Retirement, (c) Rates of Termination, (d) Rates of Disability, (e) General Inflation, (f) Wage Inflation, and (g) Expected Payroll Growth.

<u>Component</u>	<u>Result</u>
Valuation Date	August 31, 2023, rolled forward to August 31, 2024
Actuarial Cost Method	Individual Entry Age Normal
Inflation	2.30%
Single Discount Rate	3.87% as of August 31, 2024
Aging Factors	Based on the Society of Actuaries' 2013 Study "Health Care Costs - From Birth to Death"
Election Rates	Normal Retirement: 65 percent participation rate prior to age 65 and 40 percent participation rate after age 65. Pre-65 retirees: 25 percent are assumed to discontinue coverage at age 65.
Expenses	Third-party administrative expenses related to the delivery of health care benefits are included in the age-adjusted claim
Salary Increases	2.95% to 8.95% including inflation
Healthcare Trend Rates	The initial medical trend rates were 6.75% for non-Medicare retirees. For Medicare retirees, trend rates are higher in the first two years due to anticipated growth but thereafter match those of non-Medicare retirees. The initial prescription drug trend was 7.25% for all retirees. The initial trend rates decrease to an ultimate trend rate of 4.25% over a period of 11 years.
Ad Hoc Post-Employment Benefit Changes	None

F. Discount Rate

A single discount rate of 3.87% was used to measure the total OPEB liability. There was a decrease of 0.26% in the discount rate since the previous year

Because the investments are held in cash and there is no intentional objective to advance fund the benefits, the Single Discount Rate is equal to the prevailing municipal bond rate.

The source of the municipal bond rate is the Bond Buyer's "20-Bond GO Index" as of August 31, 2024 using the Fixed Income Market Data/Yield Curve/ Data Municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds.

Note 9 - Defined Other Post-Employment Benefit Plans (continued)

G. Discount Rate Sensitivity Analysis

Discount Rate – The following schedule shows the impact of the Net OPEB Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (3.87%) in measuring the net OPEB Liability.

	Discount Rate		
	1% Decrease	Current Rate	1% Increase
	(2.87%)	(3.87%)	(4.87%)
District's proportionate share of the Net OPEB Liability:	\$ 87,606,357	\$ 73,739,824	\$ 62,535,457

H. OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEBs

On June 30, 2025, the District reported a liability of \$73,739,824 for its proportionate share of the TRS’s Net OPEB Liability. This liability reflects a reduction for State OPEB support provided to the District. The amount recognized by the District as its proportionate share of the net OPEB liability, the related State support, and the total portion of the net OPEB liability that was associated with the District were as follows:

District's proportionate share of the collective net OPEB liability	\$ 73,739,824
State's proportionate share that is associated with the District	<u>92,394,999</u>
Total	<u><u>\$ 166,134,823</u></u>

The Net OPEB Liability was measured as of August 31, 2023 and rolled forward to August 31, 2024 and the Total OPEB Liability used to calculate the Net OPEB Liability was determined by an actuarial valuation as of that date. The District’s proportion of the Net OPEB Liability was based on the District’s contributions to the OPEB plan relative to the contributions of all employers to the plan for the period September 1, 2023 through August 31, 2024.

At August 31, 2024, the District’s proportion of the collective Net OPEB Liability was 0.2430% which was an increase of 0.0055% from its proportion measured as of August 31, 2023.

Healthcare Trend Rate Sensitivity Analysis

The following schedule shows the impact of the Net OPEB Liability if a healthcare trend rate that is 1% less than and 1% greater than the assumed healthcare cost trend rate:

	Healthcare Cost Trend		
	1% Decrease	Current	1% Increase
District's proportionate share of the Net OPEB Liability:	\$ 60,050,139	\$ 73,739,824	\$ 91,578,848

Changes Since the Prior Actuarial Valuation

The following were changes to the actuarial assumptions or other inputs that affected measurement of the Total OPEB liability (TOL) since the prior measurement period:

- The single discount rate changed from 4.13% as of August 31, 2023 to 3.87% as of August 31, 2024, accompanied by revised demographic and economic assumptions based on the TRS experience study.
- The tables used to model the impact of aging on the underlying claims were revised.

Note 9 - Defined Other Post-Employment Benefit Plans (continued)

H. OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEBs (continued)

Changes of Benefit Terms Since the Prior Measurement Date

There were no changes in benefit terms since the prior measurement date.

For the year ended June 30, 2025, the District recognized negative OPEB expense of \$9,631,380. The District also recognized negative on-behalf expense and revenue of \$12,009,645 for support provided by the State.

On June 30, 2025, the District reported its proportionate share of the TRS’s deferred outflows of resources and deferred inflows of resources related to other post-employment benefits from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actuarial economic experience	\$ 14,133,449	\$ (36,800,170)
Changes of assumptions	9,437,826	(24,060,451)
Net difference between projected and actual earnings on OPEB plan investments	-	(206,495)
Changes in proportion and difference between the District contributions and the proportionate share of contributions	5,356,661	(8,998,497)
District contributions subsequent to the measurement date of the net OPEB liability	<u>1,825,663</u>	<u>-</u>
Total	<u>\$ 30,753,599</u>	<u>\$ (70,065,613)</u>

The District recognized \$1,825,663 as deferred outflows of resources related to OPEB resulting from District contributions subsequent to the measurement date, which will be recognized as a reduction of the net OPEB liability in the measurement year ended August 31, 2025. The other amounts of the employer’s balances of deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2026	\$ (11,550,748)
2027	(8,211,002)
2028	(8,543,400)
2029	(7,508,109)
2030	(4,575,797)
Thereafter	<u>(748,621)</u>
	<u>\$ (41,137,677)</u>

Note 9 - Defined Other Post-Employment Benefit Plans (continued)

I. Medicare Part D

The Medicare Prescription Drug, Improvement, and Modernization Act of 2003, effective January 1, 2006, established prescription drug coverage for Medicare beneficiaries known as Medicare Part D. One of the provisions of Medicare Part D allows for the Texas Public School Retired Employee Group Insurance Program (TRS-Care) to receive retiree drug subsidy payments from the federal government to offset certain prescription drug expenditures for eligible TRS-Care participants. For the years ended June 30, 2025, 2024 and 2023, the subsidy payments received by TRS-Care on-behalf of the District are shown below. These payments are recorded as equal revenues and expenditures in the governmental funds' financial statements of the District.

<u>Fiscal Year</u>	<u>Medicare Part D</u>
June 30, 2025	\$ 1,394,141
June 30, 2024	1,234,049
June 30, 2023	1,059,266

Note 10 - Risk Management

Property/Liability

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District's risk management program encompasses various means of protecting the District against loss by obtaining property, casualty, and liability coverage through commercial insurance carriers, and from participation in a risk pool. The District's participation in the risk pool is limited to payment of premiums.

Health Insurance

The District sponsors a self-funded plan to provide health care benefits to staff members and their dependents. Transactions related to the plan are accounted for in the Medical Trust Fund (the "Fund"), an internal service fund of the District. The District contributed \$380 per month per employee for the period of July 2024 through June 2025. Each employee contributed \$150 per month for the period of July 2024 through June 2025. Employees, at their option, authorized payroll withholding to pay contributions for dependents. Third party administrators paid all claims from the fund. The plan was authorized by Section 21.922, Texas Education Code, and was documented by contractual agreement. The District was protected against unanticipated catastrophic individual or aggregate loss by stop-loss coverage carried through Granular Insurance Company, commercial insurer licensed or eligible to do business in Texas in accordance with the Texas Insurance Code. Stop loss coverage was in effect in 2024 for individual claims exceeding \$375,000 annually and aggregate coverage with an attachment point of \$35,144.268. These amounts were \$350,000 individual and \$30,334,131 aggregate in 2023. The District was protected against unanticipated catastrophic individual or aggregate loss by stop-loss coverage carried through Nationwide Life Insurance Company, commercial insurer licensed or eligible to do business in Texas in accordance with the Texas Insurance Code. Stop loss coverage was in effect in 2025 for individual claims exceeding \$375,000 annually and aggregate coverage with an attachment point of \$35,969.112. Estimates of claims payable and of claims incurred, but not reported at June 30, 2025, are reflected as accounts and claims payable of the Fund. The plan is funded to discharge liabilities of the Fund as they become due.

Note 10 - Risk Management (continued)

Health Insurance (continued)

For the fiscal year July 2024-December 2024, five (5) claims exceeded the \$350,000 limit plus one one-time aggregating specific of \$200,000. January 2025-June 2025 two(2) claims exceeded the \$375,000 limit plus one one-time aggregating specific of \$200,000. Changes in the balances of claims liabilities during the past year are as follows:

<u>Fiscal Year</u>	<u>Beginning of Year Unpaid Claims</u>	<u>Incurred Claims (IBNR)</u>	<u>Claims Payments</u>	<u>End of Year Accrual</u>
June 30, 2025	\$ 2,747,938	\$ 30,499,962	\$ (30,361,190)	\$ 2,886,710
June 30, 2024	2,963,540	27,738,602	(27,954,204)	2,747,938
June 30, 2023	2,830,587	30,851,374	(30,718,421)	2,963,540

Workers' Compensation

The District sponsors a self-funded Worker's Compensation Fund. Claims exceeding \$500,000 up to the State of Texas statutory limits per occurrence are covered by a stop loss plan through the Texas Association of School Boards, whose carrier is Alliant Insurance Services.

For the school year 2024-2025, no claims exceeded the \$500,000 limit.

Estimates of claims payable and of claims incurred but not reported at June 30, 2025, are reflected as accrued expenses of the Fund. The liabilities include an amount for claims that have been incurred but were not reported until after June 30, 2025. Liability for claims is reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. Because actual claims liabilities depend on such complex factors as inflation, changes in legal doctrines and damage awards, the process used in computing the liabilities is an estimate. Claims liabilities are reevaluated periodically to take into consideration recently settled claims, the frequency of claims and other economic and social factors.

Changes in the balances of claims liabilities are as follows:

<u>Fiscal Year</u>	<u>Beginning of Year Unpaid Claims</u>	<u>Incurred Claims (IBNR)</u>	<u>Claims Payments</u>	<u>End of Year Accrual</u>
June 30, 2025	\$ 2,734,037	\$ 817,639	\$ (1,253,925)	\$ 2,297,751
June 30, 2024	2,755,767	1,122,659	(1,144,389)	2,734,037
June 30, 2023	2,903,690	1,112,401	(1,260,324)	2,755,767

Note 11 - Shared Service Arrangements

Workers' Compensation (continued)

The District is the fiscal agent for a Shared Service Arrangement (“SSA”) that provides deaf education services to member districts. In addition to the District, other member districts are noted below. All services are provided by the fiscal agent. The member districts provide the funds to the fiscal agent. According to guidance provided in TEA’s Resource Guide, the District has accounted for the fiscal agent’s activities of the SSA in venue Fund 315, 340, and 435 using Model 3 in the SSA section. Expenditures of the SSA are summarized below:

Ector County Independent School District	\$	710,714
Midland Independent School District		150,344
Andrews Independent School District		68,338
Big Spring Independent School District		27,335
Ft. Stockton Independent School District		54,670
Reagan County Independent School District		41,003
Monahans Independent School District		13,668
Crane Independent School District		41,002
Stanton Independent School District		13,668
Forsan Independent School District		13,668
	\$	<u>1,134,410</u>

Note 12 - Contingent Liabilities

The District participates in numerous federally-funded programs, on both a direct and state pass-through basis, as well as on a service-provider basis. In connection with these grants, the District is required to comply with specific terms and agreements, as well as applicable federal and state laws, and regulations. Such compliance is subject to review and audit by the grantors and their representatives, including audits under the “Single Audit” concept and compliance examinations which build upon such audits.

In the opinion of management, the District has materially complied with all requirements. However, such programs are subject to future audit or review, the possibility of disallowed expenditures exists. In the event of such disallowance of claimed expenditures, the District does not expect the resulting liability to have a material adverse effect on its combined financial statements at June 30, 2025.

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not determinable presently in the opinion of the District’s counsel the resolution of these matters will not have a material adverse effect on the financial statements of the District.

Note 13 - Arbitrage

In accordance with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, bonds must satisfy certain arbitrage rebate requirements. Positive arbitrage is the excess of (1) the amount earned on investments purchased with bond proceeds over (2) the amount that such investments would have earned had such investments been invested at a rate equal to the yield on the bond issue. In order to comply with the arbitrage rebate requirements, positive arbitrage must be paid to the U.S. Treasury at the end of each five-year anniversary date of the bond issue. The District has estimated that it has a liability of \$4,535,733 as of June 30, 2025.

Note 14 - Tax Abatements

Value limitation agreements are part of a state program, originally created in 2001, which allows school districts to limit the taxable value of an approved project for Maintenance and Operations (M&O) to a maximum of \$30 million for a period of ten years specified in the statute. The project(s) under the Chapter 313 Agreement(s) must be consistent with the State's goal to "encourage large scale capital investments in this state." Chapter 313 of the Texas Tax Code grants eligibility to companies engaged in manufacturing, research and development, renewable electric energy production, clean coal projects, nuclear power generation and data centers.

In order to qualify for a value limitation agreement, each Applicant has been required to meet a series of capital investment, job creation, and wage requirements specified by state law. At the time of the Applications' approval, each of the Agreements were deemed to have done so by both the District's Board of Trustees and the Texas Comptroller's Office, which recommended approval of the projects. The Applications, the Agreements, and state reporting requirement documentation can be viewed at the Texas Comptroller's website: <https://www.comptroller.texas.gov/economy/local/ch313/agreement-docs.php>.

In fiscal year 2018/19, the Ector County Independent School District (ECISD) Board of Trustees approved an Agreement with Oberon Solar IA LLC, the "Company", for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes pursuant to Chapter 313 of the Texas Tax Code, i.e., the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code, as amended. The Company qualified for a tax limitation agreement under Texas Tax Code §313.024(b)(5), as a renewable energy electric generation project.

After approval, the Applicant company must maintain a viable presence in the District for the entire period of the value limitation, plus a period of years thereafter. In addition, there are specific reporting requirements, which are monitored on an annual and biennial basis in order to ensure relevant job, wage, and operational requirements are being met.

In the event that the company or its successor-in-interest fails to comply in any material respect with the terms of the Agreement or to meet any material obligation under the Agreement, then the District shall be entitled to the recapture of all ad valorem tax revenue lost as a result of the Agreement together with the payment of penalty and interest on that recaptured ad valorem tax revenue. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code §33.01(a), or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code §33.01(c), or its successor statute. The Agreement provides an administrative procedure to determine any company liability. Ultimately, enforcement of any payment obligation is through the local state district court.

As of June 30, 2025, the District is in full compliance with all of their obligations under law and the Agreement.

This agreement limits the taxable value of the covered property to \$26,493,238 for a ten-year period beginning with fiscal year 2020. The result of this limitation in valuation is an estimated total tax reduction of M&O taxes of \$1,824,608 for the ten-year period.

Supplemental payments from Oberon Solar to ECISD were as follows:

Fiscal Year	Payment Amount
2021	\$261,570
2022	\$576,795
2023	\$288,098
2024	\$188,392
2025	\$163,724

Note 15 - Risk Disclosures – Concentrations and Constraints

In accordance with GASB Statement No. 102, *Certain Risk Disclosures*, the District evaluates whether it has vulnerabilities due to concentrations or constraints that could make it susceptible to a substantial impact. A concentration is defined as a lack of diversity related to an aspect of a significant inflow or outflow of resources, such as reliance on a single revenue source or vendor. A constraint is a limitation imposed by an external party or by formal action of the government's highest level of decision-making authority, such as statutory spending caps or debt limits.

The District assesses whether the concentration or constraint is known prior to issuance of the financial statements, whether it makes the District vulnerable to a substantial impact, and whether an event associated with the concentration or constraint has occurred, begun to occur, or is more likely than not to occur within 12 months of the issuance date. If all three criteria are met, the District discloses in the notes the nature of the concentration or constraint, the event or events that could cause a substantial impact, and the actions taken to mitigate the risk prior to issuance. If mitigating actions eliminate these conditions before issuance, disclosure is not required.

Note 16 – Subsequent Event

In August 2025, the District issued \$120,400,000 in Unlimited Tax School Building Bonds, Series 2025 with an interest rate ranging between 5.00% and 5.25%. The proceeds are to be used for the construction, renovation, acquisition and equipment of school buildings as well as purchase of new school buses. The bonds were issued at a premium in the amount of \$8,637,867 and mature in fiscal year 2044.



**REQUIRED SUPPLEMENTARY INFORMATION – BUDGETARY
COMPARISON SCHEDULES**

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
For The Year Ended June 30, 2025

Exhibit G-1

Data Control Codes	Budgeted Amounts		Actual Amounts, GAAP Basis	Variance with Final Budget	
	Original	Final			
Revenues					
5700	Local revenues	\$ 147,226,062	\$ 143,914,279	\$ 143,780,470	\$ (133,809)
5800	State program revenues	186,521,938	197,375,791	200,556,799	3,181,008
5900	Federal program revenues	3,500,000	2,900,000	2,985,959	85,959
5020	Total Revenues	337,248,000	344,190,070	347,323,228	3,133,158
Expenditures					
Current:					
0011	Instruction	200,591,101	201,609,891	196,479,779	5,130,112
0012	Instruction resources and media services	2,080,846	2,639,424	2,082,529	556,895
0013	Curriculum and instructional staff development	9,812,543	8,807,543	7,487,956	1,319,587
0021	Instructional leadership	5,236,712	5,291,712	4,929,824	361,888
0023	School leadership	19,788,203	22,028,482	21,083,019	945,463
0031	Guidance, counseling and evaluation services	16,622,717	17,552,717	16,812,975	739,742
0032	Social work services	1,898,930	1,753,930	1,557,711	196,219
0033	Health services	3,206,566	3,216,566	3,092,484	124,082
0034	Student transportation	10,848,013	11,290,543	9,911,280	1,379,263
0036	Extracurricular activities	8,062,579	7,968,823	6,917,202	1,051,621
0041	General administration	8,517,284	9,283,284	8,256,771	1,026,513
0051	Facilities maintenance and operations	36,845,955	41,955,435	37,923,171	4,032,264
0052	Security and monitoring services	8,225,177	7,726,312	7,203,044	523,268
0053	Data processing services	9,325,521	9,909,507	9,493,198	416,309
0061	Community services	1,511,998	1,965,508	1,679,902	285,606
Debt Service:					
0071	Principal on long-term debt	1,312,838	1,301,838	918,515	383,323
0072	Interest on long-term debt	75,162	75,162	75,162	-
Capital Outlay:					
0081	Facilities acquisition and construction	3,000,000	2,782,499	1,363,836	1,418,663
Intergovernmental:					
0099	Other Intergovernmental Charges	2,260,855	2,260,855	2,142,407	118,448
6030	Total Expenditures	349,223,000	359,420,031	339,410,765	20,009,266
1100	Excess (deficiency) of revenues over expenditures	(11,975,000)	(15,229,961)	7,912,463	23,142,424
Other Financing Sources (Uses)					
7912	Sale of property	500,000	500,000	186,924	(313,076)
7913	Issuance of debt - leases	-	-	1,470,175	1,470,175
7949	Issuance of debt - SBITAs	-	-	1,046,580	1,046,580
8911	Transfers Out	(525,000)	(525,000)	(347,210)	177,790
7080	Total Other Financing Sources (Uses)	(25,000)	(25,000)	2,356,469	2,381,469
1200	Net change in fund balances	(12,000,000)	(15,254,961)	10,268,932	25,523,893
0100	Fund Balances - Beginning	120,093,565	120,093,565	120,093,565	-
3000	Fund Balances - Ending	\$ 108,093,565	\$ 104,838,604	\$ 130,362,497	\$ 25,523,893

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
BUDGETARY COMPARISON SCHEDULE
NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM
For The Year Ended June 30, 2025

Exhibit G-2

Data Control Codes	Budgeted Amounts				
	Original	Final	Actual Amounts	Variance with Final Budget	
Revenues					
5700	Local revenues	\$ 702,700	\$ 702,700	\$ 1,173,726	\$ 471,026
5800	State program revenues	434,000	434,000	477,536	43,536
5900	Federal program revenues	19,140,615	21,371,345	21,474,758	103,413
5020	Total Revenues	20,277,315	22,508,045	23,126,020	617,975
Expenditures					
Current:					
0035	Food services	20,327,315	24,018,655	20,207,472	3,811,183
6030	Total Expenditures	20,327,315	24,018,655	20,207,472	3,811,183
1100	Excess (deficiency) of revenues over expenditures	(50,000)	(1,510,610)	2,918,548	4,429,158
Other Financing Sources (Uses)					
7912	Sale of real or personal property	50,000	50,000	7,966	(42,034)
7080	Total Other Financing Sources (Uses)	50,000	50,000	7,966	(42,034)
1200	Net change in fund balances	-	(1,460,610)	2,926,514	4,387,124
0100	Fund Balances - Beginning	9,154,647	9,154,647	9,154,647	-
3000	Fund Balances - Ending	\$ 9,154,647	\$ 7,694,037	\$ 12,081,161	\$ 4,387,124



**REQUIRED SUPPLEMENTARY INFORMATION – PENSION AND OTHER
POST-EMPLOYMENT INFORMATION**

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF
THE NET PENSION LIABILITY
TEACHER RETIREMENT SYSTEM OF TEXAS
For the Last Ten Measurement Years

Exhibit G-3

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
District's proportion of the net pension liability	0.19670%	0.19060%	0.17920%	0.18300%	0.15255%
District's proportionate share of the net pension liability	\$ 120,146,468	\$ 130,911,861	\$ 106,403,268	\$ 46,597,268	\$ 81,703,061
State's proportionate share of the net pension liability associated with the District	<u>116,272,085</u>	<u>140,653,940</u>	<u>132,833,188</u>	<u>59,774,871</u>	<u>133,153,469</u>
Total	<u>\$ 236,418,553</u>	<u>\$ 271,565,801</u>	<u>\$ 239,236,456</u>	<u>\$ 106,372,139</u>	<u>\$ 214,856,530</u>
District's covered payroll (for Measurement Year)	\$ 223,795,828	\$ 214,103,085	\$ 202,521,314	\$ 194,543,132	\$ 178,615,584
District's proportionate share of the net pension liability as a percentage of its covered payroll	53.69%	61.14%	52.54%	23.95%	45.74%
Plan fiduciary net position as a percentage of the total pension liability *	77.51%	73.15%	75.65%	88.79%	75.74%
	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
District's proportion of the net pension liability	0.17173%	0.16252%	0.16301%	0.17793%	0.17171%
District's proportionate share of the net pension liability	\$ 89,271,128	\$ 89,454,550	\$ 52,121,909	\$ 67,236,631	\$ 60,696,210
State's proportionate share of the net pension liability associated with the District	<u>115,099,303</u>	<u>130,227,666</u>	<u>81,929,372</u>	<u>96,003,500</u>	<u>88,961,129</u>
Total	<u>\$ 204,370,431</u>	<u>\$ 219,682,216</u>	<u>\$ 134,051,281</u>	<u>\$ 163,240,131</u>	<u>\$ 149,657,339</u>
District's covered payroll (for Measurement Year)	\$ 166,363,097	\$ 162,321,705	\$ 164,691,543	\$ 162,443,801	\$ 150,542,332
District's proportionate share of the net pension liability as a percentage of its covered payroll	53.66%	55.11%	31.65%	41.39%	40.32%
Plan fiduciary net position as a percentage of the total pension liability *	75.24%	73.74%	82.17%	78.00%	78.43%

* Per Teacher Retirement System of Texas' comprehensive annual financial report.

The amounts presented for each Plan year which ends the preceding August 31 of the District's fiscal year.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT PENSION CONTRIBUTIONS
TEACHER RETIREMENT SYSTEM OF TEXAS
Last Ten Fiscal Years

Exhibit G-4

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Contractually required contributions	\$ 10,911,803	\$ 11,167,086	\$ 9,456,993	\$ 8,329,288	\$ 4,356,619
Contributions in relation to the contractual required contributions	<u>(10,911,803)</u>	<u>(11,167,086)</u>	<u>(9,456,993)</u>	<u>(8,329,288)</u>	<u>(4,356,619)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 224,605,378	\$ 223,317,484	\$ 212,093,436	\$ 200,889,873	\$ 192,050,226
Contributions as a percentage of covered payroll	4.86%	5.00%	4.46%	4.15%	2.27%

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Contractually required contributions	\$ 3,233,829	\$ 3,339,028	\$ 2,951,106	\$ 2,792,264	\$ 3,086,526
Contributions in relation to the contractual required contributions	<u>(3,233,829)</u>	<u>(3,339,028)</u>	<u>(2,951,106)</u>	<u>(2,792,264)</u>	<u>(3,086,526)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 175,704,924	\$ 164,417,160	\$ 162,515,095	\$ 164,788,323	\$ 160,914,812
Contributions as a percentage of covered payroll	1.84%	2.03%	1.82%	1.69%	1.92%

Note: GASB Codification, Vol. 2, P20.183 requires that the data in this schedule be presented as of the District's respective fiscal years as opposed to the time periods covered by the measurement dates ending August 31 of the preceding year.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF
THE NET OPEB LIABILITY
TEACHER RETIREMENT SYSTEM OF TEXAS
For the Last Eight Measurement Years

Exhibit G-5

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
District's proportion of the net OPEB liability	0.24295%	0.23750%	0.23650%	0.25520%
District's proportionate share of the net OPEB liability	\$ 73,739,824	\$ 52,579,993	\$ 56,639,261	\$ 98,426,461
State's proportionate share of the net OPEB liability associated with the District	92,394,999	63,445,843	69,091,000	131,869,523
Total	<u>\$ 166,134,823</u>	<u>\$ 116,025,836</u>	<u>\$ 125,730,261</u>	<u>\$ 230,295,984</u>
District's covered payroll (for Measurement Year)	\$ 223,795,828	\$ 214,103,085	\$ 202,521,314	\$ 194,543,132
District's proportionate share of the net OPEB liability as a percentage of its covered payroll	32.9%	24.6%	28.0%	50.6%
Plan fiduciary net position as a percentage of the total OPEB liability	13.70%	14.94%	11.52%	6.18%

Notes:

The amounts presented for each Plan year which ends the preceding August 31 of the District's fiscal year.
Ten years of data should be presented in this schedule but data is unavailable prior to the implementation of GASB 75 in 2017.

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
District's proportion of the net OPEB liability	0.25238%	0.25253%	0.24519%	0.25593%
District's proportionate share of the net OPEB liability	\$ 95,940,818	\$ 119,423,267	\$ 122,426,875	\$ 111,292,438
State's proportionate share of the net OPEB liability associated with the District	128,921,462	158,686,808	135,999,016	126,511,621
Total	<u>\$ 224,862,280</u>	<u>\$ 278,110,075</u>	<u>\$ 258,425,891</u>	<u>\$ 237,804,059</u>
District's covered payroll (for Measurement Year)	\$ 178,615,584	\$ 166,363,097	\$ 162,321,705	\$ 164,691,543
District's proportionate share of the net OPEB liability as a percentage of its covered payroll	53.7%	71.8%	75.4%	67.6%
Plan fiduciary net position as a percentage of the total OPEB liability	4.99%	2.66%	1.57%	91.00%

Notes:

The amounts presented for each Plan year which ends the preceding August 31 of the District's fiscal year.
This schedule shows only the years for which this information is available. Additional information will be added until 10 years of data are available and reported.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF THE DISTRICT OPEB CONTRIBUTIONS
TEACHER RETIREMENT SYSTEM OF TEXAS
Last Eight Fiscal Years

Exhibit G-6

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>
Contractually required contributions	\$ 2,195,737	\$ 1,978,516	\$ 1,924,320	\$ 2,044,316
Contributions in relation to the contractual required contributions	<u>(2,195,737)</u>	<u>(1,978,516)</u>	<u>(1,924,320)</u>	<u>(2,044,316)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 224,605,378	\$ 223,317,484	\$ 212,093,436	\$ 200,889,873
Contributions as a percentage of covered payroll	0.98%	0.89%	0.91%	1.02%
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Contractually required contributions	\$ 1,440,594	\$ 1,475,872	\$ 1,373,728	\$ 1,322,075
Contributions in relation to the contractual required contributions	<u>(1,440,594)</u>	<u>(1,475,872)</u>	<u>(1,373,728)</u>	<u>(1,322,075)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 192,077,205	\$ 175,704,924	\$ 164,417,160	\$ 162,515,095
Contributions as a percentage of covered payroll	0.75%	0.84%	0.84%	0.81%

Note: GASB Codification, Vol. 2, P50.238 requires that the data in this schedule be presented as of the District's respective fiscal years as opposed to the time periods covered by the measurement dates ending August 31 of the preceding year.

This schedule shows only the years for which this information is available. Additional information will be added until 10 years of data are available and reported.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

For The Year Ended June 30, 2025

Note 1 - Budgetary Information

The Board adopts an “appropriated budget” on a basis consistent with GAAP for the General Fund, Debt Service Fund, and National School Breakfast and Lunch Program Fund (which is included in special revenue funds). At a minimum, the District is required to present the original and the final amended budgets for revenues and expenditures compared to actual revenues and expenditures for these three funds.

The following procedures are followed in establishing the budgetary data reflected in the general-purpose financial statements:

- Prior to June 19th for a fiscal year start date of July 1, the District prepares a budget based on the incremental budgeting concept for the next succeeding fiscal year. The operating budget includes proposed expenditures and the means of financing them.
- After one or more budget workshops with the Board, a meeting is called for the purpose of adopting the proposed budget. At least ten days but not more than 30 days public notice of the meeting is required.
- Prior to June 30th for a fiscal year start date of July 1, the Board legally adopts the budget for the general fund, debt service fund, and food service fund.
- After the budgets for the above listed funds are approved, any amendment that causes an increase or decrease in a fund or functional spending category or total revenue or other resources major object category requires Board approval prior to the fact. These amendments are presented to the Board at its regular monthly meeting and/or special board meetings and are reflected in the official minutes. Because the District has a policy of careful budgetary control, several budgetary amendments were necessary throughout the year.
- Expenditure budgets are controlled at the expenditure functional and object level by the appropriate budget manager (principal, department director, or divisional administrator). Budget managers may authorize transfers within functional and organizational categories that do not affect the total functional and organizational appropriation. All budget appropriations lapse at year end.

Encumbrances for goods or purchased services are documented by purchase orders or contracts. Under Texas law, time are to be either canceled or appropriately in the subsequent year’s budget. The District had no outstanding end-of-year encumbrances.

Note 2 - TRS Pension

Changes of Assumptions

Measurement Year 2018: The discount rate changed from 8.0% as of August 31, 2017 to a blended rate of 6.907% as of August 31, 2018. The long-term assumed rate of return changed from 8.0% as of August 31, 2017 to 7.25% as of August 31, 2018. Demographic and economic assumptions were updated based on the experience study performed for TRS for the period ending August 31, 2017. The total pension liability as of August 31, 2018 was developed using a roll-forward method from the August 31, 2017 valuation.

Measurement Year 2020: The state and employer contribution rate changed from 6.8% to 7.5%. The 1.5% public education employer contribution applied to just employers whose employees were not covered by OASDI in 2019 and it changed in 2020 to apply to all public schools, charter schools and regional education centers irrespective of participation in OASDI.

Measurement Year 2021: The public education employer contribution rate changed from 1.5% in 2020 to 1.6% in 2021.

Measurement Year 2022: The discount rate changed from 7.25% to 7.00%.

Measurement Year 2023: None.

Measurement Year 2024: None.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
For The Year Ended June 30, 2025

Note 3 - TRS OPEB Plan

Changes of Assumptions

There were no changes in benefit terms since Prior Measurement Date.

Measurement Year 2018: The discount rate changed from 3.42% as of August 31, 2017 to 3.69% as of August 31, 2018, updated the health care trend rate assumption, and revised demographic and economic assumptions based on the TRS experience study.

Measurement Year 2019: The discount rate changed from 3.69% as of August 31, 2018 to 2.63% as of August 31, 2019, lowered the participation rates and updated the health care trend rate assumption.

Measurement Year 2020: The discount rate changed from 2.63% as of August 31, 2019 to 2.33% as of August 31, 2020, lowered the participation rate assumption for employees who retire after the age of 65, and lowered the ultimate health care trend rate assumption to reflect the repeal of the excise (Cadillac) tax on high-cost employer health plans.

Measurement Year 2021: The discount rate changed from 2.33% as of August 31, 2020 to 1.95% as of August 31, 2021.

Measurement Year 2022: The discount rate changed from 1.95% as of August 31, 2021 to 3.91% as of August 31, 2022, lowered the participation rates, and updated the healthcare trend rate assumption.

Measurement Year 2023: The discount rate changed from 3.91% as of August 31, 2022 to 4.13% as of August 31, 2023, accompanied by revised demographic and economic assumptions based on the TRS experience study.

Measurement Year 2024: The discount rate changed from 4.13% as of August 31, 2023 to 3.87% as of August 31, 2024, the table used to model the impact of aging on the underlying claims were revised.



OTHER SUPPLEMENTARY INFORMATION

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

<u>Data Control Codes</u>	206 McKinney-Vento Homeless Assistance Act, Title VII, Subtitle B	211 ESEA Title I	224 IDEA-Part B, Formula	225 IDEA-Part B, Preschool
Assets				
1110	Cash and cash equivalents	\$ -	\$ -	\$ -
1120	Current investments	-	-	-
	Receivables:			
1240	Due from other governments	15,874	2,545,297	1,263,412
1260	Due from other funds	-	-	-
1290	Other receivables	-	137	-
1000	Total Assets	<u>\$ 15,874</u>	<u>\$ 2,545,434</u>	<u>\$ 1,263,412</u>
Liabilities and Fund Balances				
Liabilities				
2110	Accounts payable	\$ 48	\$ 202,207	\$ -
2150	Payroll deduction and withholdings	-	49,009	46,642
2160	Accrued wages payable	-	1,250,782	456,568
2170	Due to other funds	15,826	819,022	760,202
2300	Unearned revenue	-	224,414	-
2000	Total Liabilities	<u>15,874</u>	<u>2,545,434</u>	<u>1,263,412</u>
Fund Balances				
Restricted:				
3490	Other purposes	-	-	-
Committed:				
3545	Other purposes	-	-	-
3000	Total Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>
4000	Liabilities and Fund Balances	<u>\$ 15,874</u>	<u>\$ 2,545,434</u>	<u>\$ 1,263,412</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

	244	255	263	272
<u>Data Control Codes</u>	<u>Career and Technical - Basic Grant</u>	<u>ESEA Title II, Part A</u>	<u>Title III, Part A</u>	<u>Medicaid Administrative Claim Program (MAC)</u>
Assets				
1110	\$ -	\$ -	\$ -	\$ 23,812
1120	-	-	-	-
	Receivables:			
1240	35,902	186,446	150,112	18,547
1260	-	-	-	-
1290	-	29	-	-
1000	<u>\$ 35,902</u>	<u>\$ 186,475</u>	<u>\$ 150,112</u>	<u>\$ 42,359</u>
Liabilities and Fund Balances				
Liabilities				
2110	\$ 3,810	\$ 5,282	\$ 18,145	\$ -
2150	557	3,114	1,494	-
2160	7,551	35,307	14,571	-
2170	23,984	142,772	115,902	42,359
2300	-	-	-	-
2000	<u>35,902</u>	<u>186,475</u>	<u>150,112</u>	<u>42,359</u>
Fund Balances				
Restricted:				
3490	-	-	-	-
Committed:				
3545	-	-	-	-
3000	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
4000	<u>\$ 35,902</u>	<u>\$ 186,475</u>	<u>\$ 150,112</u>	<u>\$ 42,359</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

		278	289	315
Data Control Codes		American Rescue Plan (ESSER)	Federally Funded SRF	SSA - IDEA - Part B - Discretionary
Assets				
1110	Cash and cash equivalents	\$ -	\$ -	\$ -
1120	Current investments	-	-	-
	Receivables:			
1240	Due from other governments	-	982,097	9,192
1260	Due from other funds	-	-	-
1290	Other receivables	-	10	-
1000	Total Assets	<u>\$ -</u>	<u>\$ 982,107</u>	<u>\$ 9,192</u>
Liabilities and Fund Balances				
Liabilities				
2110	Accounts payable	\$ -	\$ 9,223	\$ 552
2150	Payroll deduction and withholdings	-	-	450
2160	Accrued wages payable	-	-	2,932
2170	Due to other funds	-	972,884	5,258
2300	Unearned revenue	-	-	-
2000	Total Liabilities	<u>-</u>	<u>982,107</u>	<u>9,192</u>
Fund Balances				
Restricted:				
3490	Other purposes	-	-	-
Committed:				
3545	Other purposes	-	-	-
3000	Total Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>
4000	Liabilities and Fund Balances	<u>\$ -</u>	<u>\$ 982,107</u>	<u>\$ 9,192</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

	340	397	410	429
<u>Data Control Codes</u>	<u>SSA - IDEA, Part C, ECI</u>	<u>Advanced Placement Incentives</u>	<u>Instructional Materials Allotment</u>	<u>State Funded Special Revenues</u>
Assets				
1110	\$ -	\$ -	\$ -	\$ -
1120	-	-	-	-
	Receivables:			
1240	-	-	-	225,212
1260	-	-	-	-
1290	-	-	-	-
1000	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 225,212</u>
Liabilities and Fund Balances				
Liabilities				
2110	\$ -	\$ -	\$ -	\$ 84,606
2150	-	-	-	1,830
2160	-	-	-	13,305
2170	-	-	-	125,471
2300	-	-	-	-
2000	<u>-</u>	<u>-</u>	<u>-</u>	<u>225,212</u>
Fund Balances				
Restricted:				
3490	-	-	-	-
Committed:				
3545	-	-	-	-
3000	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
4000	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 225,212</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

Data Control Codes	435	459	461	462	
	SSA - State Deaf	SSA - State Educational Programs - Innovative Services	Campus Activity Funds	Memorial Scholarship Fund	
Assets					
1110	Cash and cash equivalents	\$ -	\$ -	\$ 1,271,681	\$ -
1120	Current investments	-	-	-	6,841
	Receivables:				
1240	Due from other governments	63,540	-	-	-
1260	Due from other funds	19,455	-	229	-
1290	Other receivables	-	-	50	-
1000	Total Assets	<u>\$ 82,995</u>	<u>\$ -</u>	<u>\$ 1,271,960</u>	<u>\$ 6,841</u>
Liabilities and Fund Balances					
Liabilities					
2110	Accounts payable	\$ 8,596	\$ -	\$ 35,931	\$ -
2150	Payroll deduction and withholdings	7,666	-	-	-
2160	Accrued wages payable	66,377	-	-	-
2170	Due to other funds	356	-	-	-
2300	Unearned revenue	-	-	-	-
2000	Total Liabilities	<u>82,995</u>	<u>-</u>	<u>35,931</u>	<u>-</u>
Fund Balances					
Restricted:					
3490	Other purposes	-	-	-	6,841
Committed:					
3545	Other purposes	-	-	1,236,029	-
3000	Total Fund Balances	<u>-</u>	<u>-</u>	<u>1,236,029</u>	<u>6,841</u>
4000	Liabilities and Fund Balances	<u>\$ 82,995</u>	<u>\$ -</u>	<u>\$ 1,271,960</u>	<u>\$ 6,841</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

		463	464	466	467
Data Control Codes		Raising Blended Learners	Susan Powell Memorial Scholarship	Trademark Scholarship	Principal Incentive Grant
Assets					
1110	Cash and cash equivalents	\$ 22,581	\$ -	\$ -	\$ 12,325
1120	Current investments	-	32,483	124,214	-
	Receivables:				
1240	Due from other governments	-	-	-	-
1260	Due from other funds	173	-	-	-
1290	Other receivables	-	-	2,054	-
1000	Total Assets	<u>\$ 22,754</u>	<u>\$ 32,483</u>	<u>\$ 126,268</u>	<u>\$ 12,325</u>
Liabilities and Fund Balances					
Liabilities					
2110	Accounts payable	\$ -	\$ -	\$ -	\$ -
2150	Payroll deduction and withholdings	-	-	-	-
2160	Accrued wages payable	-	-	-	-
2170	Due to other funds	12	-	-	-
2300	Unearned revenue	-	-	-	-
2000	Total Liabilities	<u>12</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances					
Restricted:					
3490	Other purposes	22,742	32,483	-	12,325
Committed:					
3545	Other purposes	-	-	126,268	-
3000	Total Fund Balances	<u>22,742</u>	<u>32,483</u>	<u>126,268</u>	<u>12,325</u>
4000	Liabilities and Fund Balances	<u>\$ 22,754</u>	<u>\$ 32,483</u>	<u>\$ 126,268</u>	<u>\$ 12,325</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

	468	469	475	476
<u>Data Control Codes</u>	<u>CTE Center Grant</u>	<u>Miscellaneous Scholarships</u>	<u>Insurance Recovery</u>	<u>Principal Intern Grant</u>
Assets				
1110	\$ -	\$ -	\$ 182,208	\$ 40,245
1120	5,058,005	4,621	3,432,042	-
Receivables:				
1240	-	-	-	-
1260	-	-	-	-
1290	-	-	-	-
1000	<u>\$ 5,058,005</u>	<u>\$ 4,621</u>	<u>\$ 3,614,250</u>	<u>\$ 40,245</u>
Liabilities and Fund Balances				
Liabilities				
2110	\$ -	\$ -	\$ -	\$ -
2150	-	-	-	-
2160	-	-	-	-
2170	-	-	-	740
2300	-	-	-	-
2000	<u>-</u>	<u>-</u>	<u>-</u>	<u>740</u>
Fund Balances				
Restricted:				
3490	-	4,621	-	39,505
Committed:				
3545	5,058,005	-	3,614,250	-
3000	<u>5,058,005</u>	<u>4,621</u>	<u>3,614,250</u>	<u>39,505</u>
4000	<u>\$ 5,058,005</u>	<u>\$ 4,621</u>	<u>\$ 3,614,250</u>	<u>\$ 40,245</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

	477	482	483	488
<u>Data Control Codes</u>	<u>Chapter 313</u>	<u>Education Foundation Awards</u>	<u>Citi Foundation Award - AVID</u>	<u>Summer Learning Grant</u>
Assets				
1110	\$ -	\$ 72,349	\$ 9,871	\$ 20,010
1120	1,757,581	-	-	-
Receivables:				
1240	-	-	-	-
1260	-	-	-	-
1290	-	-	-	-
1000	<u>\$ 1,757,581</u>	<u>\$ 72,349</u>	<u>\$ 9,871</u>	<u>\$ 20,010</u>
Liabilities and Fund Balances				
Liabilities				
2110	\$ -	\$ 1,453	\$ -	\$ -
2150	-	-	-	-
2160	-	-	-	-
2170	-	2,980	-	-
2300	-	-	-	-
2000	<u>-</u>	<u>4,433</u>	<u>-</u>	<u>-</u>
Fund Balances				
Restricted:				
3490	-	67,916	9,871	20,010
Committed:				
3545	1,757,581	-	-	-
3000	<u>1,757,581</u>	<u>67,916</u>	<u>9,871</u>	<u>20,010</u>
4000	<u>\$ 1,757,581</u>	<u>\$ 72,349</u>	<u>\$ 9,871</u>	<u>\$ 20,010</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

		489	490	491	494
Data Control Codes		Brown Agriculture Fund	Barbara Jordan Elem Trust	OHS Scholarship Fund	Chevron Project Lead the Way
Assets					
1110	Cash and cash equivalents	\$ -	\$ -	\$ -	\$ 76,255
1120	Current investments	55,065	4,108	29,829	-
	Receivables:				
1240	Due from other governments	-	-	-	-
1260	Due from other funds	-	-	-	-
1290	Other receivables	-	-	-	-
1000	Total Assets	<u>\$ 55,065</u>	<u>\$ 4,108</u>	<u>\$ 29,829</u>	<u>\$ 76,255</u>
Liabilities and Fund Balances					
Liabilities					
2110	Accounts payable	\$ -	\$ -	\$ -	\$ -
2150	Payroll deduction and withholdings	-	-	-	-
2160	Accrued wages payable	-	-	-	-
2170	Due to other funds	-	-	-	12,125
2300	Unearned revenue	-	-	-	-
2000	Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,125</u>
Fund Balances					
Restricted:					
3490	Other purposes	55,065	4,108	29,829	64,130
Committed:					
3545	Other purposes	-	-	-	-
3000	Total Fund Balances	<u>55,065</u>	<u>4,108</u>	<u>29,829</u>	<u>64,130</u>
4000	Liabilities and Fund Balances	<u>\$ 55,065</u>	<u>\$ 4,108</u>	<u>\$ 29,829</u>	<u>\$ 76,255</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING BALANCE SHEET
June 30, 2025

Exhibit H-1

		496	497	
Data Control Codes		Odessa Regional School Clinic	Weldon Scholarship Fund	Total Nonmajor Governmental Funds
Assets				
1110	Cash and cash equivalents	\$ 17,137	\$ -	\$ 1,748,474
1120	Current investments	-	32,895	10,537,684
	Receivables:			
1240	Due from other governments	-	-	5,509,667
1260	Due from other funds	-	-	19,857
1290	Other receivables	-	-	2,280
1000	Total Assets	<u>\$ 17,137</u>	<u>\$ 32,895</u>	<u>\$ 17,817,962</u>
Liabilities and Fund Balances				
Liabilities				
2110	Accounts payable	\$ -	\$ -	\$ 369,853
2150	Payroll deduction and withholdings	-	-	111,277
2160	Accrued wages payable	-	-	1,852,947
2170	Due to other funds	-	-	3,047,860
2300	Unearned revenue	-	-	224,414
2000	Total Liabilities	<u>-</u>	<u>-</u>	<u>5,606,351</u>
Fund Balance				
Restricted:				
3490	Other purposes	17,137	32,895	419,478
Committed:				
3545	Other purposes	-	-	11,792,133
3000	Total Fund Balances	<u>17,137</u>	<u>32,895</u>	<u>12,211,611</u>
4000	Liabilities and Fund Balances	<u>\$ 17,137</u>	<u>\$ 32,895</u>	<u>\$ 17,817,962</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit H-2

Data Control Codes		206	211	224	225
		McKinney-Vento Homeless Assistance Act, Title VII, Subtitle			
		B	ESEA Title I	IDEA-Part B, Formula	IDEA-Part B, Preschool
Revenues					
5700	Local and intermediate revenues	\$ -	\$ -	\$ -	\$ -
5800	State program revenues	-	-	-	-
5900	Federal program revenues	97,863	10,307,199	6,689,083	79,755
5020	Total Revenues	<u>97,863</u>	<u>10,307,199</u>	<u>6,689,083</u>	<u>79,755</u>
Expenditures					
Current:					
0011	Instruction	-	6,363,667	5,172,479	79,755
0012	Instructional resources and media services	-	31,554	-	-
0013	Curriculum development and instruction staff development	-	3,273,929	99,345	-
0021	Instructional leadership	-	122,712	214,307	-
0023	School leadership	-	159,382	-	-
0031	Guidance, counseling and evaluation services	-	91,666	1,200,481	-
0032	Social work services	97,863	84,010	-	-
0033	Health services	-	18,147	-	-
0034	Student transportation	-	-	2,471	-
0036	Extracurricular activities	-	-	-	-
0041	General administration	-	-	-	-
0051	Facilities maintenance and operations	-	-	-	-
0052	Security and monitoring services	-	-	-	-
0061	Community services	-	162,132	-	-
Capital Outlay:					
0081	Facilities acquisition and construction	-	-	-	-
6030	Total Expenditures	<u>97,863</u>	<u>10,307,199</u>	<u>6,689,083</u>	<u>79,755</u>
1100	Excess (deficiency) of revenues over expenditures	-	-	-	-
Other Financing Sources (Uses)					
7915	Operating transfers in	-	-	-	-
7080	Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balances	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	-	-	-	-
1300	Change with financial reporting entity (nonmajor to major)	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Adjusted)	-	-	-	-
3000	Fund Balance - June 30 (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit H-2

		244	255	263	272
Data Control Codes	Career and Technical - Basic Grant	ESEA Title II, Part A	Title III, Part A	Medicaid Administrative Claim Program (MAC)	
Revenues					
5700	Local and intermediate revenues	\$ -	\$ -	\$ -	\$ -
5800	State program revenues	-	-	-	-
5900	Federal program revenues	474,048	1,545,151	830,695	85,515
5020	Total Revenues	<u>474,048</u>	<u>1,545,151</u>	<u>830,695</u>	<u>85,515</u>
Expenditures					
Current:					
0011	Instruction	255,000	33,690	240,732	-
0012	Instructional resources and media services	-	-	-	-
0013	Curriculum development and instruction staff development	-	1,437,731	589,963	-
0021	Instructional leadership	-	-	-	-
0023	School leadership	112,775	58,930	-	-
0031	Guidance, counseling and evaluation services	106,273	-	-	-
0032	Social work services	-	-	-	-
0033	Health services	-	-	-	85,515
0034	Student transportation	-	-	-	-
0036	Extracurricular activities	-	-	-	-
0041	General administration	-	14,800	-	-
0051	Facilities maintenance and operations	-	-	-	-
0052	Security and monitoring services	-	-	-	-
0061	Community services	-	-	-	-
Capital Outlay:					
0081	Facilities acquisition and construction	-	-	-	-
6030	Total Expenditures	<u>474,048</u>	<u>1,545,151</u>	<u>830,695</u>	<u>85,515</u>
1100	Excess (deficiency) of revenues over expenditures	-	-	-	-
Other Financing Sources (Uses)					
7915	Operating transfers in	-	-	-	-
7080	Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balances	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	-	-	-	-
1300	Change with financial reporting entity (nonmajor to major)	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Adjusted)	-	-	-	-
3000	Fund Balance - June 30 (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit H-2

		278	289	315
Data Control Codes		American Rescue Plan (ESSER)	Federally Funded SRF	SSA - IDEA - Part B - Discretionary
Revenues				
5700	Local and intermediate revenues	\$ -	\$ -	\$ -
5800	State program revenues	-	-	-
5900	Federal program revenues	5,728	3,414,336	54,649
5020	Total Revenues	<u>5,728</u>	<u>3,414,336</u>	<u>54,649</u>
Expenditures				
Current:				
0011	Instruction	-	1,907,561	53,614
0012	Instructional resources and media services	-	-	-
0013	Curriculum development and instruction staff development	-	45,543	639
0021	Instructional leadership	-	1,183	396
0023	School leadership	-	194,765	-
0031	Guidance, counseling and evaluation services	-	-	-
0032	Social work services	5,728	66,843	-
0033	Health services	-	-	-
0034	Student transportation	-	-	-
0036	Extracurricular activities	-	-	-
0041	General administration	-	52,555	-
0051	Facilities maintenance and operations	-	-	-
0052	Security and monitoring services	-	1,145,886	-
0061	Community services	-	-	-
Capital Outlay:				
0081	Facilities acquisition and construction	-	-	-
6030	Total Expenditures	<u>5,728</u>	<u>3,414,336</u>	<u>54,649</u>
1100	Excess (deficiency) of revenues over expenditures	-	-	-
Other Financing Sources (Uses)				
7915	Operating transfers in	-	-	-
7080	Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balances	-	-	-
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	-	-	-
1300	Change with financial reporting entity (nonmajor to major)	-	-	-
0100	Fund Balance - July 1 (Beginning, as Adjusted)	-	-	-
3000	Fund Balance - June 30 (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit H-2

		340	397	410	429
Data Control Codes		SSA - IDEA, Part C, ECI	Advanced Placement Incentives	Instructional Materials Allotment	State Funded Special Revenues
Revenues					
5700	Local and intermediate revenues	\$ -	\$ -	\$ -	\$ -
5800	State program revenues	-	2,840	5,872,044	1,925,266
5900	Federal program revenues	13	-	-	-
5020	Total Revenues	<u>13</u>	<u>2,840</u>	<u>5,872,044</u>	<u>1,925,266</u>
Expenditures					
Current:					
0011	Instruction	13	-	5,872,044	121,784
0012	Instructional resources and media services	-	-	-	-
0013	Curriculum development and instruction staff development	-	-	-	466,582
0021	Instructional leadership	-	-	-	-
0023	School leadership	-	-	-	-
0031	Guidance, counseling and evaluation services	-	2,840	-	-
0032	Social work services	-	-	-	113,346
0033	Health services	-	-	-	-
0034	Student transportation	-	-	-	-
0036	Extracurricular activities	-	-	-	-
0041	General administration	-	-	-	-
0051	Facilities maintenance and operations	-	-	-	87,327
0052	Security and monitoring services	-	-	-	1,136,227
0061	Community services	-	-	-	-
Capital Outlay:					
0081	Facilities acquisition and construction	-	-	-	-
6030	Total Expenditures	<u>13</u>	<u>2,840</u>	<u>5,872,044</u>	<u>1,925,266</u>
1100	Excess (deficiency) of revenues over expenditures	-	-	-	-
Other Financing Sources (Uses)					
7915	Operating transfers in	-	-	-	-
7080	Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balances	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
1300	Change with financial reporting entity (nonmajor to major)	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Adjusted)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
3000	Fund Balance - June 30 (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit H-2

Data Control Codes		435	459	461	462
		SSA - State Deaf	SSA - State Educational Programs - Innovative Services	Campus Activity Funds	Memorial Scholarship Fund
Revenues					
5700	Local and intermediate revenues	\$ 402,183	\$ -	\$ 1,434,893	\$ 340
5800	State program revenues	330,356	1,273	-	-
5900	Federal program revenues	-	-	-	-
5020	Total Revenues	<u>732,539</u>	<u>1,273</u>	<u>1,434,893</u>	<u>340</u>
Expenditures					
Current:					
0011	Instruction	953,222	1,272	63,821	-
0012	Instructional resources and media services	-	-	142,143	-
0013	Curriculum development and instruction staff development	6,351	-	661	-
0021	Instructional leadership	2,239	1	-	-
0023	School leadership	116,948	-	586,800	-
0031	Guidance, counseling and evaluation services	314	-	-	-
0032	Social work services	-	-	-	-
0033	Health services	-	-	-	-
0034	Student transportation	-	-	-	-
0036	Extracurricular activities	-	-	348,122	-
0041	General administration	-	-	-	-
0051	Facilities maintenance and operations	-	-	-	-
0052	Security and monitoring services	-	-	-	-
0061	Community services	675	-	-	2,100
Capital Outlay:					
0081	Facilities acquisition and construction	-	-	-	-
6030	Total Expenditures	<u>1,079,749</u>	<u>1,273</u>	<u>1,141,547</u>	<u>2,100</u>
1100	Excess (deficiency) of revenues over expenditures	<u>(347,210)</u>	<u>-</u>	<u>293,346</u>	<u>(1,760)</u>
Other Financing Sources (Uses)					
7915	Operating transfers in	<u>347,210</u>	<u>-</u>	<u>-</u>	<u>-</u>
7080	Total Other Financing Sources (Uses)	<u>347,210</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balances	<u>-</u>	<u>-</u>	<u>293,346</u>	<u>(1,760)</u>
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	<u>-</u>	<u>-</u>	<u>942,683</u>	<u>8,601</u>
1300	Change with financial reporting entity (nonmajor to major)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
0100	Fund Balance - July 1 (Beginning, as Adjusted)	<u>-</u>	<u>-</u>	<u>942,683</u>	<u>8,601</u>
3000	Fund Balance - June 30 (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,236,029</u>	<u>\$ 6,841</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit H-2

		463	464	466	467
Data Control Codes		Raising Blended Learners	Susan Powell Memorial Scholarship	Trademark Scholarship	Principal Incentive Grant
Revenues					
5700	Local and intermediate revenues	\$ -	\$ 1,479	\$ 14,167	\$ 100,000
5800	State program revenues	-	-	-	-
5900	Federal program revenues	-	-	-	-
5020	Total Revenues	<u>-</u>	<u>1,479</u>	<u>14,167</u>	<u>100,000</u>
Expenditures					
Current:					
0011	Instruction	-	-	-	-
0012	Instructional resources and media services	-	-	-	-
0013	Curriculum development and instruction staff development	-	-	-	-
0021	Instructional leadership	-	-	-	-
0023	School leadership	-	-	-	87,675
0031	Guidance, counseling and evaluation services	-	-	-	-
0032	Social work services	-	-	-	-
0033	Health services	-	-	-	-
0034	Student transportation	-	-	-	-
0036	Extracurricular activities	-	-	-	-
0041	General administration	-	-	-	-
0051	Facilities maintenance and operations	-	-	-	-
0052	Security and monitoring services	-	-	-	-
0061	Community services	-	-	3,001	-
Capital Outlay:					
0081	Facilities acquisition and construction	-	-	-	-
6030	Total Expenditures	<u>-</u>	<u>-</u>	<u>3,001</u>	<u>87,675</u>
1100	Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>1,479</u>	<u>11,166</u>	<u>12,325</u>
Other Financing Sources (Uses)					
7915	Operating transfers in	-	-	-	-
7080	Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balances	<u>-</u>	<u>1,479</u>	<u>11,166</u>	<u>12,325</u>
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	22,742	31,004	115,102	-
1300	Change with financial reporting entity (nonmajor to major)	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Adjusted)	<u>22,742</u>	<u>31,004</u>	<u>115,102</u>	<u>-</u>
3000	Fund Balance - June 30 (Ending)	<u>\$ 22,742</u>	<u>\$ 32,483</u>	<u>\$ 126,268</u>	<u>\$ 12,325</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit H-2

		468	469	475	476
Data Control Codes		CTE Center Grant	Miscellaneous Scholarships	Insurance Recovery	Principal Intern Grant
Revenues					
5700	Local and intermediate revenues	\$ 5,058,005	\$ 4,621	\$ 888,442	\$ 225,000
5800	State program revenues	-	-	-	-
5900	Federal program revenues	-	-	-	-
5020	Total Revenues	<u>5,058,005</u>	<u>4,621</u>	<u>888,442</u>	<u>225,000</u>
Expenditures					
Current:					
0011	Instruction	-	-	-	-
0012	Instructional resources and media services	-	-	-	-
0013	Curriculum development and instruction staff development	-	-	-	-
0021	Instructional leadership	-	-	-	-
0023	School leadership	-	-	-	185,495
0031	Guidance, counseling and evaluation services	-	-	-	-
0032	Social work services	-	-	-	-
0033	Health services	-	-	-	-
0034	Student transportation	-	-	-	-
0036	Extracurricular activities	-	-	-	-
0041	General administration	-	-	-	-
0051	Facilities maintenance and operations	-	-	-	-
0052	Security and monitoring services	-	-	-	-
0061	Community services	-	-	-	-
Capital Outlay:					
0081	Facilities acquisition and construction	-	-	213,054	-
6030	Total Expenditures	<u>-</u>	<u>-</u>	<u>213,054</u>	<u>185,495</u>
1100	Excess (deficiency) of revenues over expenditures	<u>5,058,005</u>	<u>4,621</u>	<u>675,388</u>	<u>39,505</u>
Other Financing Sources (Uses)					
7915	Operating transfers in	-	-	-	-
7080	Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balances	<u>5,058,005</u>	<u>4,621</u>	<u>675,388</u>	<u>39,505</u>
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	-	-	-	-
1300	Change with financial reporting entity (nonmajor to major)	-	-	2,938,862	-
0100	Fund Balance - July 1 (Beginning, as Adjusted)	-	-	<u>2,938,862</u>	-
3000	Fund Balance - June 30 (Ending)	<u>\$ 5,058,005</u>	<u>\$ 4,621</u>	<u>\$ 3,614,250</u>	<u>\$ 39,505</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit H-2

		477	482	483	488
Data Control Codes		<u>Chapter 313</u>	<u>Education Foundation Awards</u>	<u>Citi Foundation Award - AVID</u>	<u>Summer Learning Grant</u>
Revenues					
5700	Local and intermediate revenues	\$ 238,215	\$ 239,395	\$ -	\$ 20,010
5800	State program revenues	-	-	-	-
5900	Federal program revenues	-	-	-	-
5020	Total Revenues	<u>238,215</u>	<u>239,395</u>	<u>-</u>	<u>20,010</u>
Expenditures					
Current:					
0011	Instruction	-	65,876	-	-
0012	Instructional resources and media services	-	-	-	-
0013	Curriculum development and instruction staff development	-	2,017	-	-
0021	Instructional leadership	-	-	-	-
0023	School leadership	-	2,500	-	-
0031	Guidance, counseling and evaluation services	-	-	-	-
0032	Social work services	-	-	-	-
0033	Health services	-	-	-	-
0034	Student transportation	-	-	-	-
0036	Extracurricular activities	-	7,961	-	-
0041	General administration	-	-	-	-
0051	Facilities maintenance and operations	-	-	-	-
0052	Security and monitoring services	-	-	-	-
0061	Community services	-	159,944	750	-
Capital Outlay:					
0081	Facilities acquisition and construction	-	-	-	-
6030	Total Expenditures	<u>-</u>	<u>238,298</u>	<u>750</u>	<u>-</u>
1100	Excess (deficiency) of revenues over expenditures	<u>238,215</u>	<u>1,097</u>	<u>(750)</u>	<u>20,010</u>
Other Financing Sources (Uses)					
7915	Operating transfers in	-	-	-	-
7080	Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balances	<u>238,215</u>	<u>1,097</u>	<u>(750)</u>	<u>20,010</u>
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	1,519,366	66,819	10,621	-
1300	Change with financial reporting entity (nonmajor to major)	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Adjusted)	<u>1,519,366</u>	<u>66,819</u>	<u>10,621</u>	<u>-</u>
3000	Fund Balance - June 30 (Ending)	<u>\$ 1,757,581</u>	<u>\$ 67,916</u>	<u>\$ 9,871</u>	<u>\$ 20,010</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit H-2

		489	490	491	494
Data Control Codes		Brown Agriculture Fund	Barbara Jordan Elem Trust	OHS Scholarship Fund	Chevron Project Lead the Way
Revenues					
5700	Local and intermediate revenues	\$ 2,507	\$ 187	\$ 2,077	\$ -
5800	State program revenues	-	-	-	-
5900	Federal program revenues	-	-	-	-
5020	Total Revenues	<u>2,507</u>	<u>187</u>	<u>2,077</u>	<u>-</u>
Expenditures					
Current:					
0011	Instruction	-	-	-	36,524
0012	Instructional resources and media services	-	-	-	-
0013	Curriculum development and instruction staff development	-	-	-	19,959
0021	Instructional leadership	-	-	-	-
0023	School leadership	-	-	-	-
0031	Guidance, counseling and evaluation services	-	-	-	-
0032	Social work services	-	-	-	-
0033	Health services	-	-	-	-
0034	Student transportation	-	-	-	-
0036	Extracurricular activities	-	-	-	-
0041	General administration	-	-	-	-
0051	Facilities maintenance and operations	-	-	-	-
0052	Security and monitoring services	-	-	-	-
0061	Community services	-	-	-	-
Capital Outlay:					
0081	Facilities acquisition and construction	-	-	-	-
6030	Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>56,483</u>
1100	Excess (deficiency) of revenues over expenditures	<u>2,507</u>	<u>187</u>	<u>2,077</u>	<u>(56,483)</u>
Other Financing Sources (Uses)					
7915	Operating transfers in	-	-	-	-
7080	Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	Net change in fund balances	<u>2,507</u>	<u>187</u>	<u>2,077</u>	<u>(56,483)</u>
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	52,558	3,921	27,752	120,613
1300	Change with financial reporting entity (nonmajor to major)	-	-	-	-
0100	Fund Balance - July 1 (Beginning, as Adjusted)	<u>52,558</u>	<u>3,921</u>	<u>27,752</u>	<u>120,613</u>
3000	Fund Balance - June 30 (Ending)	<u>\$ 55,065</u>	<u>\$ 4,108</u>	<u>\$ 29,829</u>	<u>\$ 64,130</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - ALL NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

Exhibit H-2

		496	497	
Data Control Codes		Odessa Regional School Clinic	Weldon Scholarship Fund	Total Nonmajor Governmental Funds
Revenues				
5700	Local and intermediate revenues	\$ -	\$ 1,498	\$ 8,633,019
5800	State program revenues	-	-	8,131,779
5900	Federal program revenues	-	-	23,584,035
5020	Total Revenues	<u>-</u>	<u>1,498</u>	<u>40,348,833</u>
Expenditures				
Current:				
0011	Instruction	-	-	21,221,054
0012	Instructional resources and media services	-	-	173,697
0013	Curriculum development and instruction staff development	-	-	5,942,720
0021	Instructional leadership	-	-	340,838
0023	School leadership	-	-	1,505,270
0031	Guidance, counseling and evaluation services	-	-	1,401,574
0032	Social work services	-	-	367,790
0033	Health services	-	-	103,662
0034	Student transportation	-	-	2,471
0036	Extracurricular activities	-	-	356,083
0041	General administration	-	-	67,355
0051	Facilities maintenance and operations	-	-	87,327
0052	Security and monitoring services	-	-	2,282,113
0061	Community services	-	-	328,602
Capital Outlay:				
0081	Facilities acquisition and construction	-	-	213,054
6030	Total Expenditures	<u>-</u>	<u>-</u>	<u>34,393,610</u>
1100	Excess (deficiency) of revenues over expenditures	<u>-</u>	<u>1,498</u>	<u>5,955,223</u>
Other Financing Sources (Uses)				
7915	Operating transfers in	-	-	347,210
7080	Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>347,210</u>
1200	Net change in fund balances	<u>-</u>	<u>1,498</u>	<u>6,302,433</u>
0100	Fund Balance - July 1 (Beginning, as Previously Stated)	17,137	31,397	2,970,316
1300	Change with financial reporting entity (nonmajor to major)	-	-	2,938,862
0100	Fund Balance - July 1 (Beginning, as Adjusted)	<u>17,137</u>	<u>31,397</u>	<u>5,909,178</u>
3000	Fund Balance - June 30 (Ending)	<u>\$ 17,137</u>	<u>\$ 32,895</u>	<u>\$ 12,211,611</u>



INTERNAL SERVICE FUNDS

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
June 30, 2025

Exhibit H-3

	715	771	772	
	<u>Housing Fund</u>	<u>Worker's Comp</u>	<u>Medical Trust</u>	<u>Total Internal Service Funds</u>
Assets				
Current Assets:				
Cash and cash equivalents	\$ 165,057	\$ -	\$ 1,071,276	\$ 1,236,333
Current investments	-	8,358,713	4,678,189	13,036,902
Receivables:				
Other receivables	-	-	13,236	13,236
Total Current Assets	<u>165,057</u>	<u>8,358,713</u>	<u>5,762,701</u>	<u>14,286,471</u>
Noncurrent Assets:				
Capital Assets:				
Land	54,012	-	-	54,012
Buildings	3,663,335	-	-	3,663,335
Accumulated depreciation - Buildings	(835,218)	-	-	(835,218)
Total Noncurrent Assets	<u>2,882,129</u>	<u>-</u>	<u>-</u>	<u>2,882,129</u>
Total Assets	<u>3,047,186</u>	<u>8,358,713</u>	<u>5,762,701</u>	<u>17,168,600</u>
Liabilities				
Current Liabilities:				
Accounts payable	35,777	-	728,357	764,134
Claims and judgments	-	552,807	-	552,807
Due to other funds	7,899	-	-	7,899
Total Liabilities	<u>43,676</u>	<u>552,807</u>	<u>728,357</u>	<u>1,324,840</u>
Non-Current Liabilities:				
Claims and judgments due in more than one year	-	1,744,944	2,886,710	4,631,654
Total Non-Current Liabilities	<u>-</u>	<u>1,744,944</u>	<u>2,886,710</u>	<u>4,631,654</u>
Total Liabilities	<u>43,676</u>	<u>2,297,751</u>	<u>3,615,067</u>	<u>5,956,494</u>
Net Position				
Net investment in capital assets	2,882,129	-	-	2,882,129
Unrestricted net position	121,381	6,060,962	2,147,634	8,329,977
Total Net Position	<u>\$ 3,003,510</u>	<u>\$ 6,060,962</u>	<u>\$ 2,147,634</u>	<u>\$ 11,212,106</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
For the Year Ended June 30, 2025

Exhibit H-4

	715	771	772	Total Internal Service Funds
	<u>Housing Fund</u>	<u>Worker's Comp</u>	<u>Medical Trust</u>	
Operating Revenues				
Rent revenue	\$ 360,818	\$ -	\$ -	\$ 360,818
Employee and Employer Insurance premiums	-	1,152,310	28,679,302	29,831,612
Stop loss reimbursement	-	-	1,758,105	1,758,105
Total Operating Revenues	<u>360,818</u>	<u>1,152,310</u>	<u>30,437,407</u>	<u>31,950,535</u>
Operating Expenses				
Claims and prescriptions	-	727,114	30,583,933	31,311,047
Professional and contracted services	221,154	90,525	1,318,091	1,629,770
Supplies and materials	11,989	-	-	11,989
Claims expense and other operating expenses	3,968	-	1,259,210	1,263,178
Depreciation	87,004	-	-	87,004
Total Operating Expenses	<u>324,115</u>	<u>817,639</u>	<u>33,161,234</u>	<u>34,302,988</u>
Operating Income (Loss)	<u>36,703</u>	<u>334,671</u>	<u>(2,723,827)</u>	<u>(2,352,453)</u>
Non-Operating Revenues (Expenses)				
Investment earnings	-	394,221	222,568	616,789
Total Nonoperating Revenues (Expenses)	<u>-</u>	<u>394,221</u>	<u>222,568</u>	<u>616,789</u>
Change in Net Position	36,703	728,892	(2,501,259)	(1,735,664)
Net Position - Beginning	<u>2,966,807</u>	<u>5,332,070</u>	<u>4,648,893</u>	<u>12,947,770</u>
Net Position - Ending	<u>\$ 3,003,510</u>	<u>\$ 6,060,962</u>	<u>\$ 2,147,634</u>	<u>\$ 11,212,106</u>

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
For the Year Ended June 30, 2025

Exhibit H-5

	715	771	772	Total Internal
	Housing Fund	Worker's Comp	Medical Trust	Service Funds
Increase (Decrease) in Cash and Cash Equivalents				
Cash Flows from Operating Activities:				
Cash received from rental receipts	\$ 360,818	\$ -	\$ -	\$ 360,818
Cash received from employees and employer	-	1,152,262	28,668,551	29,820,813
Cash receipts (payments) for interfund services provided	(116,241)	-	-	(116,241)
Cash receipts for stop loss	-	-	1,758,105	1,758,105
Cash payments for claims	-	(1,253,925)	(30,361,190)	(31,615,115)
Cash payments for other operating expenses	(204,959)	-	(2,577,301)	(2,782,260)
Net Cash Provided by (Used for) Operating Activities	<u>39,618</u>	<u>(101,663)</u>	<u>(2,511,835)</u>	<u>(2,573,880)</u>
Cash Flows from Investing Activities:				
Interest on investments	-	394,221	222,568	616,789
Net Cash Provided by Investing Activities	<u>-</u>	<u>394,221</u>	<u>222,568</u>	<u>616,789</u>
Net change in Cash and Cash Equivalents	39,618	292,558	(2,289,267)	(1,957,091)
Cash and Cash Equivalents at Beginning of Year	<u>125,439</u>	<u>8,066,155</u>	<u>8,038,732</u>	<u>16,230,326</u>
Cash and Cash Equivalents at End of Year	<u>\$ 165,057</u>	<u>\$ 8,358,713</u>	<u>\$ 5,749,465</u>	<u>\$ 14,273,235</u>
Reconciliation to Balance Sheet				
Cash and Cash Equivalents Per Cash Flow	<u>\$ 165,057</u>	<u>\$ 8,358,713</u>	<u>\$ 5,749,465</u>	<u>\$ 14,273,235</u>
Cash and Cash Equivalents per Balance Sheet	<u>\$ 165,057</u>	<u>\$ 8,358,713</u>	<u>\$ 5,749,465</u>	<u>\$ 14,273,235</u>
Reconciliation of Operating Income to Net Cash Provided by Operating Activities:				
Operating Income (Loss)	\$ 36,703	\$ 334,671	\$ (2,723,827)	\$ (2,352,453)
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:				
Depreciation	87,004	-	-	87,004
Change in Assets and Liabilities:				
Decrease (increase) in Receivables	-	-	(4,545)	(4,545)
Increase (decrease) in Accounts Payable	32,152	-	83,971	116,123
Increase (decrease) in Interfund Payables	(116,241)	(48)	(6,206)	(122,495)
Increase (decrease) in Claims Payable	-	(436,286)	138,772	(297,514)
Net Cash Provided by (Used for) Operating Activities	<u>\$ 39,618</u>	<u>\$ (101,663)</u>	<u>\$ (2,511,835)</u>	<u>\$ (2,573,880)</u>

REQUIRED TEA SCHEDULES

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF DELINQUENT TAXES RECEIVABLE
For the Year Ended June 30, 2025

Exhibit J-1

Last Ten Fiscal Years	Tax Rates		Net Assessed/Appraised Value For School Tax Purposes	Beginning Balance 7/1/2024	Current Year's Total Levy
	1 Maintenance	2 Debt Service			
2016 and prior	Various	Various	Various	\$ 5,029,378	\$ -
2017	\$ 1.040000	\$ 0.110000	\$ 13,190,683,066	862,518	-
2018	1.040000	0.109600	11,855,872,243	799,822	-
2019	1.170000	0.109600	12,190,897,339	962,384	-
2020	1.068350	0.109570	15,070,399,797	1,277,173	-
2021	1.054700	0.123220	14,780,081,913	1,516,279	-
2022	1.051700	0.126220	14,448,009,937	1,902,603	-
2023	0.981000	0.196920	16,073,593,331	3,848,446	-
2024	0.759600	0.254400	17,673,791,159	7,921,932	-
2025	0.759600	0.254400	17,623,029,191		178,697,516
1000 Totals				<u>\$ 24,120,535</u>	<u>\$ 178,697,516</u>

8000 Taxes Refunded

9000 Tax Increment

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF DELINQUENT TAXES RECEIVABLE
For the Year Ended June 30, 2025

Exhibit J-1

	31	32	40	50	99
<u>Last Ten Fiscal Years</u>	<u>Maintenance Total Collections</u>	<u>Debt Service Total Collections</u>	<u>Entire Year's Adjustments</u>	<u>Ending Balance 6/30/2025</u>	<u>Total Taxes Refunded Under Section 26.1115(c)</u>
2016 and prior	\$ 78,710	\$ 13,169	\$ (118,534)	\$ 4,818,965	
2017	34,239	3,622	-	824,657	
2018	61,149	6,444	(88)	732,141	
2019	79,696	7,465	-	875,223	
2020	135,221	13,868	(6,368)	1,121,716	
2021	248,303	29,009	(17,570)	1,221,397	
2022	376,468	45,182	(38,836)	1,442,117	
2023	644,493	129,372	(111,052)	2,963,529	
2024	1,557,890	521,758	(822,781)	5,019,503	
2025	<u>127,188,189</u>	<u>42,596,993</u>	<u>(670,199)</u>	<u>8,242,135</u>	
1000 Totals	<u>\$ 130,404,358</u>	<u>\$ 43,366,882</u>	<u>\$ (1,785,428)</u>	<u>\$ 27,261,383</u>	
8000 Taxes Refunded					<u>\$ 128,314</u>
9000 Tax Increment	<u>\$ -</u>				

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
BUDGETARY COMPARISON SCHEDULE
DEBT SERVICE FUND
For the Year Ended June 30, 2025

Exhibit J-2

Data Control Codes		Budgeted Amounts			Variance with Final Budget
		Original	Final	Actual Amounts	
Revenues					
5700	Local and intermediate sources	\$ 46,249,195	\$ 45,049,195	\$ 45,350,188	\$ 300,993
5800	State program revenues	-	1,215,675	1,215,675	-
5020	Total Revenues	46,249,195	46,264,870	46,565,863	300,993
Expenditures					
Debt Service:					
0071	Principal on long-term debt	4,949,829	12,975,554	12,965,000	10,554
0072	Interest on long-term debt	11,899,366	11,899,366	11,899,366	-
6030	Total Expenditures	16,849,195	24,874,920	24,864,366	10,554
1100	Excess (deficiency) of revenues over expenditures	29,400,000	21,389,950	21,701,497	311,547
Other Financing Sources (Uses)					
7917	Other resources	-	1,600,865	1,600,865	-
7080	Total Other Financing Sources (Uses)	-	1,600,865	1,600,865	-
1200	Net change in fund balances	29,400,000	22,990,815	23,302,362	311,547
0100	Fund Balances - Beginning	17,302,609	17,302,609	17,302,609	-
3000	Fund Balances - Ending	\$ 46,702,609	\$ 40,293,424	\$ 40,604,971	\$ 311,547

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
COMPENSATORY EDUCATION PROGRAM AND BILINGUAL EDUCATION PROGRAM COMPLIANCE RESPONSES
For the Year Ended June 30, 2025

Exhibit J-4

Data Codes	Section A: Compensatory Education Programs	Responses
AP1	Did your LEA expend any state compensatory education program state allotment funds during the district's fiscal year?	Yes
AP2	Does the LEA have written policies and procedures for its state compensatory education program?	Yes
AP3	List the total state allotment funds received for state compensatory education programs during the district's fiscal year.	\$ 39,147,848
AP4	List the actual direct program expenditures for state compensatory education programs during the LEA's fiscal year. (PICs 24, 26, 28, 29, 30)	\$ 22,203,675
Section B: Bilingual Education Programs		
AP5	Did your LEA expend any bilingual education program state allotment funds during the LEA's fiscal year?	Yes
AP6	Does the LEA have written policies and procedures for its bilingual education program?	Yes
AP7	List the total state allotment funds received for bilingual education programs during the LEA's fiscal year.	\$ 6,124,553
AP8	List the actual direct program expenditures for bilingual education programs during the LEA's fiscal year. (PIC 25)	\$ 3,392,767



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
REQUIRED RESPONSES TO SELECTED SCHOOL FIRST INDICATORS
For the Year Ended June 30, 2025

Schedule L-1

SF1	Was there an unmodified opinion in the Annual Financial Report on the financial statements as a whole?	Yes
SF2	Were there any disclosures in the Annual Financial Report and/or other sources of information concerning nonpayment of any terms of any debt agreement at fiscal year end?	No
SF3	Did the school district make timely payments to the Teacher Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	
	(If the school district was issued a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments.) Payments to the TRS and TWC are considered timely if a warrant hold that was issued in connection to the untimely payment was cleared within 30 days from the date the warrant hold was issued.	
	Payments to the IRS are considered timely if a penalty or delinquent payment notice was cleared within 30 days from the date the notice was issued.	Yes
SF4	Was the school district issued a warrant hold? Even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days, the school district is considered to have been issued a warrant hold.	No
SF5	Did the Annual Financial Report disclose any instances of material weaknesses in internal controls over financial reporting and compliance for local funds?	No
SF6	Was there any disclosure in the Annual Financial Report of material noncompliance for grants, contracts, and laws related to local funds?	No
SF7	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	Yes
SF8	Did the school board members discuss the school district's property values at a board meeting within 120 days before the school district adopted its budget?	Yes
SF9	Total accumulated accretion on CABs included in government-wide financial statements at fiscal year-end.	\$ 132,524

NOTE: This schedule is to be included as part of the annual financial audit report (AFR) submission on the required due date and published as a part of the school district's AFR. This schedule should be submitted in the data feed file and submitted as an Adobe Acrobat portable document file (pdf).



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Trustees
Ector County Independent School District

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Ector County Independent School District (the “District”), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise District’s basic financial statements, and have issued our report thereon dated November 18, 2025.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. Accordingly, we do not express an opinion on the effectiveness of the District’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

To the Board of Trustees
Ector County Independent School District

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Odessa, Texas
November 18, 2025

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
SCHEDULE OF FINDINGS AND RESPONSES
For the Year Ended June 30, 2025

I. Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	No

II. Financial Statement Findings

No current findings were noted.





Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Keeley S. Boyer, Ed.D., Superintendent of Schools

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF RESOLUTION CASTING VOTES FOR THE MEMBERS TO THE ECTOR COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS**

DATE: November 18, 2025

The Ector County Board of Trustees will vote for the Ector County Appraisal District Board of Directors for the 2026 term. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships.

The governing body then must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted. The candidates that receive the largest cumulative vote will be elected. The results will then be submitted to the governing body of each taxing unit and to the candidates before December 31st.

Administrative Recommendation:

Approval of Resolution Casting Votes for the Members to the Ector County Appraisal District Board of Directors.



Ector County Appraisal District

1301 E. 8th Street
Odessa, Texas 79761-4703

Phone: 432-332-6834
ector@ectorcad.org
www.ectorcad.org

October 29, 2025

Tammy Hawkins, President
Board of Trustees
Ector County Independent School District
Post Office Box 3912
Odessa, Texas 79760

Re: Ector County Independent School District to cast votes for Ector County Appraisal District Board of Director Elections

Dear Ms. Hawkins,

Enclosed, please find the official ballot for your district's votes for the Ector County Appraisal District board of directors for the 2026 term. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships.

I have also enclosed a sample resolution, showing how to report your governing bodies' votes back to our office. The Texas Property Tax Code 6.03(k-1) requires the governing body of a taxing unit with at least 5% of the vote in a county with a population of 120,000 or more to determine its vote by resolution adopted at the first or second open meeting held after the chief appraiser delivers the ballot. The governing body then must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted. The ballots need to be submitted prior to December 15, 2024. The candidates that receive the largest cumulative vote totals will be elected. The results will then be submitted to the governing body of each taxing unit and to the candidates before December 31st.

If you would like any other information, please call me anytime at 432-332-6834.

Sincerely,

Layne Young, RPA
Chief Appraiser-Executive Director

**A RESOLUTION CASTING VOTES
FOR THE MEMBERS OF THE BOARD OF DIRECTORS
OF ECTOR COUNTY APPRAISAL DISTRICT**

WHEREAS, Section 6.03 (c) of the Texas Property Tax Code, requires the appointment of the Board of Directors of an Appraisal District by vote of the governing bodies of the taxing entities, entitled by the Code of vote; and

WHEREAS, by previous action, nominees for the Board of Directors of the Ector County Appraisal District were submitted to the Chief Appraiser of said county; and

WHEREAS; The Board of Trustees of Ector County ISD is entitled by cumulative voting to cast 998 of votes for the Ector County Appraisal District Board; Now, Therefore,

BE IT RESOLVED BY THE Board of Trustees of Ector County ISD:

SECTION 1. That 998 votes be cast for nominees on the ballot for the Ector County Appraisal District Board of Directors:

1. David Dunn _____
2. Mari Willis _____

INTRODUCED AND PASSED by the Board of Trustees of the Ector County ISD this _____ day of _____, 2025.

Attest:

(Secretary of Governing Body)

(Presiding Officer of Governing Body)

**Ballot for 2026 Term
Ector County Appraisal District Board of
Directors**

Ector County Independent School District

State of Texas

County of Ector

Below are the nominees listed alphabetically for the two positions on the Board of Directors for the Ector County Appraisal District.

- | | |
|----------------|-------|
| 1. David Dunn | _____ |
| 2. Mari Willis | _____ |
|
 | |
| Total | 998 |

Voting Entitlement Based on the 2024 Levy

Ector County Independent School District	998
Ector County	398
City of Odessa	285
Odessa College	201
Ector County Hospital District	<u>118</u>
	2000



BOARD OF TRUSTEES

SUBJECT: Consent Agenda

PRESENTED BY: Dr. Keeley S. Boyer

BACKGROUND INFORMATION:

Ector County ISD adopted the use of the consent agenda as a means of expediting regular meetings. Consent agenda items consist of typical or routine matters in nature and typically have been discussed in a prior Board Work Study session. As such, the Board can consider all items included in the Consent Agenda with one motion. Should the Board choose to consider any item on the Consent Agenda separately, that item can be removed from the Consent Agenda, discussed, and voted on separately.

ADMINISTRATIVE RECOMMENDATION:

Approval of the Consent Agenda.



REQUEST FOR APPROVAL OF MINUTES OF MEETINGS

Attached you will find minutes of meetings of the Board of Trustees for:

- October 07, 2025 – Special Board Meeting – Level III Grievance
- October 14, 2025 – Board Workshop Meeting
- October 21, 2025 – Regular Board Meeting

AT A SPECIAL MEETING - LEVEL III GRIEVANCE HEARING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., OCTOBER 7, 2025 WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Christopher Stanley
Robert Thayer
Wayne Woodall

Absent:

Dawn Miller

School Officials: Dr. Keeley Boyer, Dr. Matthew Spivy

Others: Tatiana Dennis, Alex Reynolds, Jane McGill, Dr. Matthew Spivy, Michael Adkins, Jennifer Cooper, Mr. Cooper, Daniel Ortiz, Raquel Rodriguez, Mary Franco

27350 **Meeting Called to Order:** Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

27351 **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 Tammy Hawkins, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

27352 **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board’s procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There was no public comment.

27353 **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.] (Level III Grievance Hearing – Jennifer Cooper); Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:**

Board President Tammy Hawkins convened the Board of Trustees to closed session at 6:03 p.m.

Board President Tammy Hawkins⁴²⁴ reconvened the Board of Trustees to open session at 7:27 p.m.

27354 **Possible Action Concerning Level III Grievance Hearing – Jennifer Cooper**: Moved by Stanley , seconded by Brown to uphold the Level II Grievance Hearing Decision.

For:
Dr. Steve Brown
Tammy Hawkins
Christopher Stanley
Robert Thayer

Against:
Delma Abalos

Motion passed.

27355 **Adjournment**: Tammy Hawkins, Board President, adjourned the Level III Grievance Hearing for Jennifer Cooper at 7:30 p.m.

Board President
Tammy Hawkins

Board Secretary
Robert Thayer

AT A BOARD WORKSHOP OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON OCTOBER 14, 2025, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING THIRD FLOOR CONFERENCE ROOM A/B 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. Keeley Boyer, Mike Adkins, Albessa Chavez, Mauricio Marquez, Dr. Anthony Sorola, Dr. Matthew Spivy, Alicia Syverson, Dr. Robert Trejo

Others: Tatiana Dennis, Sam Magallan, Hudson Huff, Ruth Campbell, Amy Russell, Nory Leachon, Rita Lopez, Mary Franco

27356 **Meeting Called to Order:** Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

27357 **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

27358 **Opening Remarks by Superintendent:** In her opening remarks, Superintendent Dr. Keeley Boyer reminded the Trustees that October is National Principals Month and noted that the district will be celebrating principals throughout the month. She then turned the floor over to Trustee Delma Abalos, who expressed her sadness over the recent passing of former school district attorney Mike Atkins. Trustee Abalos described Mr. Atkins as a good person with a wonderful personality who provided valuable guidance to the district and will be deeply missed.

27359 **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

There was no public comment.

Board Policy

27360 **Discussion of Revisions to Board Policy: CV(LOCAL) Facilities Construction:** Associate Superintendent of District Operations Dr. Anthony Sorola presented this item for discussion with Trustees. The proposed changes include increasing the project amount requiring board approval from \$50,000 to

\$100,000, this aligns our local policy to new expectations outlined in state law, adding language giving the superintendent the authority to approve job order contracting jobs, tasks, or purchase orders that are valued up to \$100,000 and are entered into as part of a bond program. This change ensures that the administration has the ability to complete bond projects in the most expeditious way; and delegates to the Superintendent or their designee the authority to approve change orders administered as part of a bond program. This policy will be brought back for a second reading and vote on October 21, 2025.

No action required.

27361 **Discussion of Revisions to Board Policy: GKD(LOCAL) Community Relations: Nonschool Use of School Facilities**: Associate Superintendent of District Operations Dr. Anthony Sorola presented this item for discussion with Trustees. School facilities are available for use by community organizations for non-school purposes. This proposal would delete the text that limits any such agreement to a maximum of 24 months. This policy will be brought back for a second reading and vote on October 21, 2025.

No action required.

Report/Discussion Items

27362 **Discussion of the 2025 ECISD Demographic Study and Elementary and Middle School Boundaries**: Associate Superintendent of District Operations Dr. Anthony Sorola open this item for discussion with Trustees on the most recent demographic study of Odessa and Ector County and possible changes to the middle school boundary zones. Using the study and enrollment information, Hudson Huff, Zonda Demographics Senior Advisor offered Trustees an overview of the District along with recommendations for boundary updates.

Economic indicators show that unemployment has increased slightly by 0.3% compared to last year, while approximately 1,300 jobs have been added over the past 12 months. Home sales have trended downward over the past two years as housing costs have risen sharply. Apartment occupancy rates remain strong at 92–94%, above the state and national averages of 85–88%.

Ector County's 2024 population is 170,806. Millennials make up the largest percentage of our population (27.3%), followed by Generation Z (26.6%). The median age is 33.6, and the median household income is **\$207,746**.

Currently, six subdivisions are actively under construction, with five additional developments in the planning stages. One area between Jordan Elementary and Buice Elementary includes 378 developed lots and 348 future lots.

Overall, ECISD enrollment has declined by 159 students over the past five years, with most of the decrease occurring this year. Factors contributing to the decline include lower birth rates, growth in virtual and home-school options, the introduction of vouchers, and new charter campuses.

Long-term projections indicate a slight enrollment decrease (0.2%) over the next 10 years.

The discussion then turned to school boundaries. Following the successful passage of Bond 2023, a new middle school is scheduled to open in west Odessa in August 2026. Establishing an attendance zone for this campus will require adjustments to the attendance boundaries for all existing middle schools.

When developing potential school boundaries, several key factors are considered: the geographic location of schools, the creation of contiguous attendance zones (meaning areas that are connected), efficient bus transportation routes, and the placement of major roads and railroad tracks. The goal of any rezoning effort is to enable students to attend neighborhood schools, minimize travel time, and balance enrollment among campuses as effectively as possible.

Zonda presented four initial proposals for new middle school attendance zones, each serving as a starting point for the Board of Trustees' consideration.

This meeting marked the beginning of the decision-making process. The Board will continue to review and refine the proposed maps and will schedule town hall meetings to give families an opportunity to view options and share feedback. A final decision is expected in February.

No action required.

27363 **Possible Request for Approval to Move to Closed Meeting – Personnel Matters – Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District, or hear a complaint or charge against an officer or employee.]; Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:**

There was no closed session.

27364 **Closing Remarks by Superintendent:** There were no closing remarks by the Superintendent.

27365 **Adjournment:** Board President Tammy Hawkins adjourned the Board meeting at 7:32 p.m.

Board President
Tammy Hawkins

Board Secretary
Robert Thayer

AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD ON OCTOBER 21, 2025, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Robert Thayer
Wayne Woodall

Absent:

School Officials: Dr. Keeley Boyer, Mike Adkins, Albessa Chavez, Mauricio Marquez, Dr. Anthony Sorola, Dr. Matthew Spivy, Alicia Syverson, Lauren Tavarez, Dr. Robert Trejo

Others: Tatiana Dennis, Aaron Hawley, Sam Magallan, Chris Bartlett, Pablo Herrera, Yolanda Gordan, Eric Smith, Candi Sikes, Shannon Davidson, Carole Campbell, Laree Morris, Keri Rivas, Alisha Salazar, Rachel Harlow, Michael Gutierrez, Maricela Perea, Anthony Garcia, Ruth Campbell, Nory Leachon, Rita Lopez, and Mary Franco

27366 **Meeting Called to Order:** Tammy Hawkins, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

27367 **Verification of Compliance with Open Meeting Law:** Tammy Hawkins, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

27368 **Pledge of Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by Nimitz Middle School Students Alexandra Cruz and Acelynn Young.

27369 **Invocation:** The Invocation was led by Children’s Minister Shawn Green, New Dawn Fellowship Church.

27370 **Special Presentations:**

(Delma Abalos and Dawn Miller arrived at 6:07 p.m. and were in attendance for the remainder of the meeting.)

Announcement of College Board Honorees: Mike Adkins, Chief Communications Officer presented this item. This is the first of three sets of introductions we are going to make over the next three board meetings. We are extremely proud to let you know we have 130 students who received a total of 162 College Board National Recognitions – up from 48 students and 66 recognitions last year. To qualify for these awards students must have:

- Have taken the Fall 2024 PSAT/NMSQT and score in the top 10% of test takers from their school **OR**
- Earn a score of 3 or higher on two or more distinct AP exams in the 8th, 9th, or 10th grade **AND**
- Earn a cumulative GPA of 3.3 (B+) or higher at the time of submission

These are prestigious academic honors that students can include on college and scholarship applications. They also connect students with universities nationwide, helping them stand out in the admissions process.

Tonight, we proudly recognized the seniors from New Tech Odessa, Odessa Collegiate Academy, and the STEM Academy who have earned these distinctions. Juniors will be honored during their respective campus ceremonies.

Next month, we will welcome the seniors from Odessa High School, and in December, we will celebrate the seniors from Permian High School.

Introduction of Dr. Ana Espino, Teaching Excellence Award: Mike Adkins, Chief Communications Officer introduced Dr. Ana Isabel Espino, Department Head and 6th Grade Social Studies Teacher at Bonham Middle School. Dr. Espino was honored earlier this school year with a 2025 Teaching Excellence Award from the International Association of Multicultural and Filipino American Educators. This is a prestigious honor bestowed upon ten exemplary educators from diverse fields and levels of education across the USA. It is part of the organization's TEACH Awards program that recognizes individual excellence as well as celebrates the positive impact that outstanding teachers have on their students, colleagues, and the broader educational community.

Introduction of Jennifer Nunez, Yale 2025 Teacher Award: Mike Adkins, Chief Communications Officer introduced Jennifer Nuñez, New Tech Odessa math teacher. At the start of the school year, she learned she had been selected to receive a 2025 Yale Educator Award. Sponsored by the Yale Office of Undergraduate Admissions, this international award honors educators who inspire and support their students to achieve academic excellence and reach their full potential. Ms. Nuñez was nominated by Adrian Rodriguez, a Class of 2024 NTO graduate who entered Yale University this fall. Incoming Yale freshmen, members of the Class of 2029, were invited to nominate teachers who made a profound impact on their lives — and Rodriguez's nomination earned her this distinguished recognition. Out of hundreds of nominations worldwide, only 61 teachers were selected by Yale's committee, making this a truly exceptional honor.

Recognition of Yaretzi Barrera, Third Place Winner in the Mexican American School Boards Association District Art Contest: Mike Adkins, Chief Communications Officer introduced Yaretzi Barrera, Third Place Winner in the Mexican American School Boards Association District Art Contest. In September, Ector County ISD school board members traveled to San Antonio for the Mexican American School Boards Association (MASBA) annual conference.

A highlight of the event is a student artwork exhibit. Districts are invited to submit student artwork to be judged and awarded. For the second year in a row, Permian High School's Yarezi Barrera won an award in the competition. Her piece titled "Hermana," and created with colored pencils, received third place and a \$500 scholarship. Yarezi's art teacher is Laree Morris.

27371 **Opening Remarks by Superintendent:** In opening remarks, Superintendent Dr. Keeley Boyer introduced a short video showcasing the many ways schools celebrated Hispanic Heritage Month this year and announced that ECISD, OCTECHS, Odessa Collegiate Academy, and long-time PHS employee Liz Faught will receive OC Honors Awards on November 12.

27372 **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, Dallas Kennedy, an ECISD teacher, asked the Trustees several questions regarding the proposed insurance plan (being presented later in this meeting). These questions will be addressed during the presentation or as Open Enrollment begins for employees next week.

Bond 2023

27373 **Bond 2023 Update:** Associate Superintendent of District Operations Dr. Anthony Sorola and Chief Financial Officer Albessa Chavez provided the Board of Trustees with an update on the progress of Bond 2023 projects.

Career & Technical Education Center:

- Foundation placement is now underway for the new CTE High School.
- The project is approximately 5% complete.

New Middle School – West Odessa:

- Construction is progressing rapidly.
- Blockwork continues around the Fine Arts area, and electrical and plumbing installations are ongoing.
- The project has reached 22% completion.

Transition Learning Center:

- Demolition has begun at the site of the future Transition Learning Center.

Permian High School Auditorium:

- Mechanical, electrical, and plumbing work is now in progress.
- The foundation pad for the new addition is being prepared.
- The Drama room's concrete flooring has been completed.

Permian High School JROTC Facility:

- Permian's JROTC facility is being fabricated offsite.
- Footings and Leveling work are underway.

Agricultural (Ag) Farm Facility:

- Fencing has been installed.
- First phase of demolition begins this week.
- Contractors will access site from a different side of the property to minimize disruption, ensuring student programs continue without interruption.

Transportation Facility:

- Remains in the design phase.

Priority 1 & 2 Roofing Projects:

- Priority 1 & 2 roofing improvements are moving forward.
- Four (4) projects nearing completion and five (5) others in the design and planning stages.
- Travis Elementary, plumbing replacement, is underway.

Technology Surveillance Project:

- Nine (9) campuses are nearing completion of the PA, bell, alarm, and clock system refresh.
- 26 schools now have upgraded security cameras.
- The next installations are scheduled for Burleson, Sam Houston, and Dowling.

Fine Arts Instruments:

- More than \$2.8 million has been spent to order 1,469 new instruments.
- 1,358 already delivered
- All middle school risers have been installed.

Financial Update:

- Funds originally allocated for new middle school band uniforms and Mariachi uniforms are being redirected to Priority 1 and 2 campus projects following bond counsel guidance that such uniforms cannot be purchased with bond funds — despite their inclusion in the 2023 bond language. The district will use General Fund dollars to fulfill these commitments and ensure students receive what was promised in the bond election.
- To date, nearly **\$80 million** (about **19%** of total bond funds) has been spent, and approximately **\$200 million** has been encumbered for specific project expenses.

No action required.

27374 **Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000:** Moved by Woodall, seconded by Stanley to approve Bond 2023 Purchases over \$50,000 as presented. There were eighteen (18) items presented for approval.

Motion unanimously approved.

27375 **Discussion of and Request for Approval of AIA Document A104 Standard Abbreviated Form of Agreement Between Owner and Contractor:** Moved by Brown, seconded by Thayer to approve the AIA Document A104 Standard Abbreviated Form of Agreement Between Owner and Contractor for Priority 1 & 2 projects for Burleson and Travis Elementary Schools as presented.

Motion unanimously approved.

27376 **Discussion of and Request for Approval of AIA Document G701-2017 Change Order Burleson ES:** Moved by Stanley, seconded by Brown to approve the AIA Document G701-2017 Change Order Burleson ES as presented.

Motion unanimously approved.

27377 **Discussion of and Request for Approval of AIA Document G701-2017 Change Order Travis ES:** Moved by Stanley, seconded by Brown to approve the AIA Document G701-2017 Change Order Travis ES as presented.

Motion unanimously approved.

Board Policy

27378 **Discussion of and Request for Approval of Revisions to Board Policy CV(LOCAL) Facility Construction:** Moved by Stanley, seconded by Thayer to approve the Revisions to Board Policy CV(LOCAL) Facility Construction as presented. Changes include increasing the construction contract project amount requiring board approval from \$50,000 to \$100,000, this aligns our local policy to new expectations outlined in state law; adding language giving the superintendent the authority to approve job order contracting jobs, tasks, or purchase orders that are valued up to \$100,000 and are entered into as part of a bond program giving administration the ability to complete bond projects in the most expeditious way; and delegates to the Superintendent or their designee the authority to approve change orders administered as part of a bond program.

Motion unanimously approved.

27379 **Discussion of and Request for Approval of Revisions to Board Policy GKD(LOCAL) Community Relations: Nonschool Use of School Facilities:** Moved by Woodall, seconded by Stanley to approve Revisions to Board Policy GKD(LOCAL) Community Relations: Nonschool Use of School Facilities as presented. School facilities are available for use by community organizations for non-school purposes. This proposal would delete the text that limits any such agreement to a maximum of 24 months.

Motion unanimously approved.

Public Hearing on Financial Accountability

27380 **Public Hearing on District's FIRST (Financial Integrity Rating System of Texas) Report** : Chief Financial Officer Albessa Chavez presented this item for discussion. Trustees held a public hearing on the District's FIRST report. FIRST stands for Financial Integrity Rating System of Texas. Ector County ISD earned an A, scoring 98 out of 100 on the state's FIRST report which assesses how school districts spend their money annually. This FIRST report is for 2024-25, which is based on financial data from 2023-24. Our District earned a Superior Achievement rating, which is equivalent to a grade of A. This was the eighth time in the past nine years ECISD earned an A. In the 23 years since this report's inception, ECISD has earned an A in financial integrity 19 times. Created by the 76th Texas Legislature in 2001, FIRST is designed to encourage public schools to better manage their financial resources to provide the maximum allocation possible for direct instructional purposes. The FIRST ratings are calculated using a series of financial indicators, such as administrative cost expenditures; the accuracy of a district or charter's financial information submitted to TEA; and any financial vulnerabilities or material weaknesses in internal controls as determined by an external auditor.

There was no public comment.

Action Items

27381 **Discussion of and Request for Approval of 2025 Certified Tax Roll**: Moved by Brown, seconded by Stanley to approve the 2025 Certified Tax Roll as presented. Information from the Ector County Appraisal District shows that the total taxable property value in Ector County for 2025 is **\$18,389,928,188**.

Motion unanimously approved.

27382 **Discussion of and Request for Approval of Purchases over \$50,000**: Moved by Stanley, seconded by Woodall to approve the Purchases over \$50,000 as presented. The two items on the list this month are \$677,000 to several vendors for bus repairs; and \$50,000 to Luis Salcido Bilingual SLP Services for supplemental services supporting the Special Services Department.

Motion unanimously approved.

27383 **Discussion of and Request for Approval of 2025-2026 Budget Amendment #3**: Moved by Brown, seconded by Stanley to approve 2025-2026 Budget Amendment #3 as presented.

Motion unanimously approved.

27384 **Discussion of and Request for Approval of AIA Document A104-2017 Standard Abbreviated Form of Agreement Between Owner and Contractor**: Moved by Stanley, seconded by Thayer to approve the AIA Document A104-2017

Standard Abbreviated Form of Agreement Between Owner and Contractor as presented.

Motion unanimously approved.

27385 **Discussion of and Request for Approval of Resolution to Nominate Candidates to the Ector County Appraisal District Board:** Moved by Brown, seconded by Stanley to approve Resolution to Nominate two candidates, David Dunn and Mari Willis to the Ector County Appraisal District Board as presented.

Motion unanimously approved.

27386 **Consent Agenda:** Moved by Woodall, seconded by Stanley 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 the Updated 2025-2026 T-TESS and T-PESS Appraisers List
- E. Request for Approval of Odessa High School Fine Arts Program Student Out-of-State travel to Hawaii
- F. Request for Approval of Permian High School Panther Paws Student Out-of-State Travel to Orlando, FL
- G. Request for Approval of Consent to Assign Interest in Oil & Gas Lease
- H. Request for Approval of Recommendations of Library Materials
- I. Request for Approval of a TEA-Approved Innovative Course

Motion unanimously approved.

Report/Discussion Items

27387 **Presentation of the 2026 ECISD Medical Plan Committee Update:** Director of Benefits & Risk Management Yolanda Gordan and Smith & Associates Consultant Eric Smith provided Trustees with an update on the school district's medical plan.

Looking at the cost of claims over the past eight (8) years shows an increase from around \$20 million in 2019 to a projected \$29 million by the end of this year (2025).

There were no benefit or rate changes from 2018-2023, slight increases in 2024, then in 2025 higher deductibles and out-of-pocket maximums but no rate increase for Option I or Option III and rate decrease for employees with dependents on Option III HSA (Health Savings Account).

For 2026, adjustments are necessary for rising healthcare costs. A 7% premium increase across plans (Employee Only HSA remains no cost); a transition from Aetna back to Blue Cross Blue Shield for improved network discounts and savings; a transition from PCA Rx to LucyRx for better pricing, international

sourcing and co-pay assistance with prescriptions; separate out-of-pocket maximums for medical and pharmacy expenses; programs like CareATC Clinic, RECURO, Virta, etc. remain unchanged.

Large claims continue to be the primary driver of plan costs. This year 17 large claims total \$4.3 million or 22% of total costs. This is not unusual, since 2021 less than 1% of employees account for 20-30% of plan costs. The goal of the plan is to try to offset some of those uncontrollable costs with savings in other areas of the plan.

Open Enrollment begins October 27 and runs through November 21 with in person, online and telephone options for enrollment.

No action required.

27388 **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 Superintendent's Appraisal and Contract.); Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]:**

Board President Tammy Hawkins convened the Board of Trustees to closed session at 8:07 p.m.

Board President Tammy Hawkins reconvened the Board of Trustees to open session at 8:33 p.m.

27389 **Possible Action on Superintendent's Contract:** Moved by Brown, seconded by Woodall that we modify the Superintendent's Employment Contract as follows:

- 1) That the Superintendent's contract be extended by one (1) year, to end on June 30, 2030
- 2) That Section 6.7 be modified to comply with the requirements of the New Texas Local Government Code Section §180.011 concerning LIMITATION ON SEVERANCE Pay for employees of a political subdivision of Texas.
- 3) That Section 6.8 be modified to clarify the effective date of a contract termination in the event of a Commissioner's action under Chapter 39 of the Texas Education Code.

Motion unanimously approved.

27390 **Information Items:** The Board of Trustees were provided with the following information items: Financials, Purchases Over \$50,000 Informational Report, and Routine Personnel Report.

27391 **Closing Remarks by Superintendent:** There were no closing remarks.

27392 **Adjournment:** Board President Tammy Hawkins adjourned the Board meeting at 8:35 p.m.

Board President
Tammy Hawkins

Board Secretary
Robert Thayer



REQUEST FOR APPROVAL OF BILLS FOR PAYMENT

Attached you will find a list of disbursements for the previous month for your approval.

TO: BOARD OF TRUSTEES
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

The following check amounts for the operations, materials and supplies for the maintenance of the School District are presented for your approval.

For the period 10/9/2025 to 11/5/2025

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ 19,041,542.99

**ECTOR COUNTY ISD
CHECK REGISTER
10/09/2025-11/05/2025**

DATE	PAYEE	AMOUNT
10/15	ALL ABOARD AMERICA!	\$ 43,944.88
10/15	AMERIPRIDE SERVICES INC.	518.00
10/15	CAFE VENTURE COMPANY	1,235.00
10/15	CDW-G	11,903.78
10/15	AUTOMATIC ICE MACHINE	273.50
10/15	COMPUDATA SOLUTIONS LLC	112.00
10/15	DIAMOND BUSINESS SERVICES INC	1,111.25
10/15	GLOBAL EQUIP CO	453.99
10/15	THE GOODHEART-WILLCOX COMPANY INC	1,800.00
10/15	HENRY SCHEIN INC	3,377.56
10/15	THE HON COMPANY LLC C/O OFFICEWISE	4,570.68
10/15	INTERNATIONAL BACCALAUREATE ORGANIZATION	450.00
10/15	LAKESHORE PARENT LLC	75.96
10/15	LAKESHORE LEARNING MATERIALS	524.32
10/15	MACMILLAN HOLDINGS LLC	360,545.42
10/15	MARK'S PLUMBING PARTS	2,558.04
10/15	MIDLAND SAFETY & HEALTH SALES	185.00
10/15	MSC INDUSTRIAL SUPPLY CO.	3,962.40
10/15	PLANK ROAD PUBLISHING INC	132.14
10/15	O'REILLY AUTO ENTERPRISES LLC	456.01
10/15	SECURED DOCUMENT SHREDDING INC	2,766.61
10/15	SHERWIN WILLIAMS	232.42
10/15	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	685.00
10/15	THE BOSWORTH LTD	30,394.93
10/15	TRANE U.S. INC.	1,512.00
10/15	WEST MUSIC CO	5,073.96
10/15	BROADWAY MOTOR INC	171.82
10/15	SELERIX SYSTEMS INC	7,308.00
10/15	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,478.05
10/15	CONTROL SOLUTIONS	615.64
10/15	SOUTHERN TIRE MART LLC	1,780.00
10/15	BEST CHOICE RESTAURANTS LLC	351.98
10/15	WEST TEXAS FILTERS INC	8,522.00
10/15	ODP BUSINESS SOLUTIONS LLC	238.84
10/22	4IMPRINT INC	6,993.94
10/22	ACADEMIC LEARNING COMPANY	236.50
10/22	ALERT SERVICES INC	157.00
10/22	AMERIPRIDE SERVICES INC.	518.00
10/22	BSN SPORTS, INC DBA US GAMES	130.96
10/22	BSN SPORTS INC	2,160.00
10/22	BUCK'S WHEEL & EQUIPMENT COMPANY	950.95
10/22	BUCK'S WHEEL & EQUIPMENT COMPANY	150.91
10/22	CDW-G	77,703.32
10/22	COMPUDATA SOLUTIONS LLC 440	2,038.50
10/22	ETA HAND2MIND	2,277.92

10/22	HENRY SCHEIN INC	656.17
10/22	HYDROTEX PARTNERS LTD	2,106.36
10/22	J W PEPPER & SON INC	863.29
10/22	LAKESHORE PARENT LLC	236.55
10/22	LAKESHORE LEARNING MATERIALS	9,390.75
10/22	LOU'S CLINICAL LAB INC	2,098.00
10/22	MARK'S PLUMBING PARTS	1,030.80
10/22	NIMCO INC	800.90
10/22	AIM MEDIA TEXAS OPERATING LLC	1,137.30
10/22	ODESSA WINLECTRIC	5,210.00
10/22	O'REILLY AUTO ENTERPRISES LLC	1,003.90
10/22	SCHOLASTIC BOOK CLUB	887.05
10/22	SCHOLASTIC BOOK FAIR INC.	6,303.76
10/22	SCHOOL DATEBOOKS INC	510.60
10/22	MORRIS PRINTING GROUP INC	2,063.01
10/22	SECURED DOCUMENT SHREDDING INC	38.13
10/22	SHERWIN WILLIAMS	530.10
10/22	STEWART & STEVENSON LLC	801.59
10/22	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	440.00
10/22	PARK PLACE PUBLICATION LP	1,000.00
10/22	THE BOSWORTH LTD	12,236.31
10/22	TRANE U.S. INC.	30,231.00
10/22	WEST MUSIC CO	153.35
10/22	BROADWAY MOTOR INC	253.78
10/22	FOLLETT SCHOOL SOLUTIONS INC	471.42
10/22	NAPA AUTO PARTS	173.49
10/22	SEIDLITZ EDUCATION LLC	2,937.55
10/22	STONE TOWER GRAFIX	4,068.54
10/22	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,402.08
10/22	DECKER INC	871.36
10/22	BEST CHOICE RESTAURANTS LLC	282.32
10/22	WEST TEXAS FILTERS INC	9,969.93
10/22	PARTS TOWN, LLC	3,064.63
10/22	SCHOOL SPECIALTY LLC	10,701.13
10/29	ALL ABOARD AMERICA!	84,922.60
10/29	AMERIPRIDE SERVICES INC.	910.87
10/29	B-LINE FILTER & SUPPLY INC	257.49
10/29	BUCK'S WHEEL & EQUIPMENT COMPANY	61.36
10/29	CDW-G	23,706.03
10/29	AUTOMATIC ICE MACHINE	742.50
10/29	COMPUDATA SOLUTIONS LLC	885.96
10/29	DAKTRONICS INC	420.00
10/29	FLINN SCIENTIFIC INC	921.42
10/29	HARCOURT INDUSTRIES INC	227.00
10/29	HENRY SCHEIN INC	1,901.74
10/29	INTERNATIONAL BACCALAUREATE ORGANIZATION	900.00
10/29	J W PEPPER & SON INC	889.98
10/29	LAKESHORE PARENT LLC	170.05
10/29	MSC INDUSTRIAL SUPPLY CO. 441	689.25
10/29	NIMCO INC	42.09
10/29	ODESSA WINLECTRIC	7,111.60

10/29	O'REILLY AUTO ENTERPRISES LLC	1,881.39	
10/29	ORIENTAL TRADING COMPANY INC	1,963.65	
10/29	SCHOOL DATEBOOKS INC	1,762.61	
10/29	THE BOSWORTH LTD	7,434.76	
10/29	TRANE U.S. INC.	12,949.00	
10/29	BROADWAY MOTOR INC	658.70	
10/29	GALLS LLC	558.89	
10/29	FOLLETT SCHOOL SOLUTIONS INC	12,000.00	
10/29	HTL OPERATING LLC	2,656.80	
10/29	NAPA AUTO PARTS	27.95	
10/29	NAPA AUTO PARTS	1,112.31	
10/29	STONE TOWER GRAFIX	241.15	
10/29	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	2,035.66	
10/29	CONTROL SOLUTIONS	120.00	
10/29	WEST TEXAS FILTERS INC	2,571.60	
10/29	BEST CHOICE COFFEE SERVICES LLC	226.76	
10/29	BEST CHOICE COFFEE SERVICES LLC	424.36	
11/5	4IMPRINT INC	960.42	
11/5	LG AUDIOLOGICAL ENTERPRISES LLC	550.00	
11/5	AMERIPRIDE SERVICES INC.	657.13	
11/5	B-LINE FILTER & SUPPLY INC	2,806.24	
11/5	BSN SPORTS INC	483.87	
11/5	BUCK'S WHEEL & EQUIPMENT COMPANY	1,866.54	
11/5	CDW-G	4,912.56	
11/5	CENTERS FOR CHILDREN & FAMILIES	2,250.00	
11/5	AUTOMATIC ICE MACHINE	1,562.00	
11/5	CULLIGAN WATER CONDITIONING OF WEST TEXAS	905.00	
11/5	DIAMOND BUSINESS SERVICES INC	56.51	
11/5	FIRETROL PROTECTION SYSTEMS INC	4,041.00	
11/5	NO TEARS LEARNING INC.	1,500.00	
11/5	LAKESHORE LEARNING MATERIALS	7,126.19	
11/5	NATIONAL ASSOCIATION OF	385.00	
11/5	O'REILLY AUTO ENTERPRISES LLC	129.96	
11/5	REGION IV EDUCATION SERVICE CENTER	60.00	
11/5	REGION 13 EDUCATION SERVICE CENTER	625.00	
11/5	SCHOLASTIC BOOK FAIRS	4,471.37	
11/5	SECURED DOCUMENT SHREDDING INC	393.51	
11/5	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	1,185.00	
11/5	ULINE INC.	4,176.37	
11/5	BROADWAY MOTOR INC	1,120.77	
11/5	NAPA AUTO PARTS	633.94	
11/5	STONE TOWER GRAFIX	1,864.38	
11/5	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,214.68	
11/5	ESTRELLITA INC.	7,750.18	
11/5	BEST CHOICE COFFEE SERVICES LLC	326.66	
11/5	SCHOOL SPECIALTY LLC	123.22	
10/15	ACCELERATION ACADEMIES	48,389.00	
10/15	AIDE GARCIA	125.44	
10/15	AIRGAS USA LLC	442	2,203.24
10/15	ALICIA LIPPMAN	22.40	
10/15	ALLEN TEINERT CONSTRUCTION	471,867.49	

10/15	ALYSSA DEUTSCH	242.76	
10/15	AMANDA PADILLA	48.09	
10/15	AMANDA VESELY	68.67	
10/15	AMAZON CAPITAL SERVICES	25,279.22	
10/15	ANGELA AGUIRRE	73.29	
10/15	ANGELA JOHNSON	56.70	
10/15	ANNIE NELSON	244.16	
10/15	ANTHONY GARCIA	321.66	
10/15	ANTHONY SCOTT	84.84	
10/15	ASHLEY ROJO	168.07	
10/15	ASHLI SATTERWHITE	26.25	
10/15	ATHLETIC SUPPLY INC	536.00	
10/15	ATKINS HOLLMAN JONES PEACOCK	58,375.30	
10/15	ATMOS ENERGY	11,330.82	
10/15	BECKY QUIROZ	255.01	
10/15	BIMBO BAKERIES USA	4,697.33	
10/15	DICK BLICK COMPANY	454.20	
10/15	BLUE STAR BUS SALES LTD	1,364.48	
10/15	BRAUN BEEF & CO INC	10,568.96	
10/15	BRAZOS DOOR & HARDWARE	7,360.00	
10/15	BRITTANY MOLINAR	1,815.05	
10/15	BRITTANY SWAIM	55.37	
10/15	CABLE ONE, INC.	996.99	
10/15	CALPINE CORPORATION	135,711.89	
10/15	CARDIO PARTNERS INC	442.50	
10/15	CAROLINA BIOLOGICAL SUPPLY CO	380.00	
10/15	CHRISTINA DUGAN	89.11	
10/15	CHRISTINA SIFUENTEZ	84.56	
10/15	CHRISTY KENNEDY	128.59	
10/15	CITY OF ODESSA	4,666.67	
10/15	CLINT STOWE	179.97	
10/15	CUSTOM WHOLESALE SUPPLY INC	171.95	
10/15	DARREN POOL	425.00	
10/15	DAXWELL	13,370.80	
10/15	DEREK BATES	331.75	
10/15	DESTINY CLEVINGER	12.88	
10/15	ECTOR COUNTY UTILITY DISTRICT	15,143.43	
10/15	ELIZABETH MARJASON	47.18	
10/15	ETHAN RODRIGUEZ	405.00	
10/15	EVA FRANKS	103.39	
10/15	FERGUSON FACILITIES SUPPLY	3,265.41	
10/15	FIRST FINANCIAL ADMINISTRATORS	46,561.86	
10/15	FRANCESCA FLORANCE	52.22	
10/15	G H DAIRY	32,401.68	
10/15	GALLAGHER CONSTRUCTION COMPANY LP	126,563.00	
10/15	GARY CUNNINGHAM	166.53	
10/15	GEORGIA REYES	236.47	
10/15	GERARDO JIMENEZ	1,545.00	
10/15	GRAINGER	443	8,315.41
10/15	HEATH ALAN ANDERSON	63.14	
10/15	HOME DEPOT USA INC - STORE #562	438.00	

10/15	IMPERIAL BAG & PAPER COMPANY LLC	34,063.21	
10/15	INSOURCE INSURANCE GROUP, LLC	143.14	
10/15	INSTRUCTURE INC	300.00	
10/15	KEVIN D BALLARD INC	93.00	
10/15	J HIGGINS LTD INC	4,889.02	
10/15	JACE SCHREIBER	198.24	
10/15	JACKSON VINES	360.00	
10/15	JORGE DIAZ	62.30	
10/15	JULIA KELTON	19.81	
10/15	JULIE SORUM	475.30	
10/15	KANDIS SNOWDEN	190.82	
10/15	KIMBERLY CARRASCO	92.05	
10/15	KRISTI EICHER	500.71	
10/15	LABATT FOOD SERVICE	70,035.48	
10/15	LAKRISHA RODRIGUEZ	17.64	
10/15	LAURA CAROLINA GARCIA SMIT	15.12	
10/15	LILLIANA PANTOJA	63.35	
10/15	LINDSAY K JONAS	48.93	
10/15	LONE STAR LEARNING	5,620.00	
10/15	MABEL GUTIERREZ	146.37	
10/15	MABEL MORALES	27.30	
10/15	MAHIRA SALINAS	95.83	
10/15	MARGARET EDWARDS	44.73	
10/15	MARIA ALEJANDRA CACERES MARTINEZ	99.05	
10/15	MARIA HERNANDEZ	241.40	
10/15	MARIA ZUBIATE	77.25	
10/15	MASTERS DISTRIBUTION SYSTEMS COMPANY INC	3,392.64	
10/15	MATTHEW MCCRURY	102.00	
10/15	MATTHEW SPIVY	62.70	
10/15	MAYRA R ALVAREZ	78.75	
10/15	MICHAEL HAWLEY	453.48	
10/15	MICHAEL JOE WILLIAMSON	110.74	
10/15	MICHAEL SIMPSON	47.25	
10/15	MICHELLE MADRID	113.12	
10/15	MID-TEX OF MIDLAND INC	81,546.00	
10/15	MISTY HINER	20.02	
10/15	MOAK CASEY LLC	140.00	
10/15	MOBILE COMMUNICATION AMERICA INC	816.00	
10/15	MSB SCHOOL SERVICES LLC	54.26	
10/15	N-TUNE MUSIC & SOUND INC	76,713.21	
10/15	NARDONE BROS. BAKING CO. INC.	8,704.80	
10/15	NATALIE GUARA	98.98	
10/15	NIMBUS DRINKING WATER SYSTEMS LTD	56.00	
10/15	NUNEZ FENCE	5,400.00	
10/15	ODESSA FAMILY YMCA	75,998.00	
10/15	ODESSA SIGN SOLUTION LLC	2,160.00	
10/15	ODESSA SIGN SOLUTION LLC	2,400.00	
10/15	SEWCO INC	1,717.77	
10/15	HELBERA SANCHEZ	444	30.00
10/15	ISMEAL VILLA, JR	30.00	
10/15	PADRINO FOODS	22,899.00	

10/15	PATRICIA LOGAN	207.62
10/15	PBK ARCHITECTS, INC	185,625.00
10/15	SHANNON D GAYLOR	2,344.13
10/15	RACHEL GALVAN	93.24
10/15	REGION 18 EDUCATION SERVICE CENTER	318,880.95
10/15	RIGO NUNEZ	21.84
10/15	RILEY COFFMAN	309.96
10/15	ROBERTS TRUCK CENTER OF TEXAS	1,160.77
10/15	ROCIO DAVILA	33.74
10/15	RODNEY CHARLES ROMAN	420.00
10/15	SARAH RODRIQUEZ	105.35
10/15	THE SEWELL FAMILY OF COMPANIES INC	602.82
10/15	SHANNA EDWARDS	10.29
10/15	SHANNON CRISWELL	17.50
10/15	SHAWN ROUTH	142.00
10/15	SHAWNEEQUA NUNEZ	173.82
10/15	SIRIA DUTCHOVER	56.98
10/15	STEMARCO DESIGN LLC	86.95
10/15	STEVEN MARTIN	90.00
10/15	SYSCO USA, INC	16,586.86
10/15	FRANK E GOMEZ	4,800.00
10/15	TEXAS BOOK COMPANY	4,783.20
10/15	TERRACON CONSULTANTS INC	140,323.67
10/15	TEXAS ACADEMIC DECATHLON FOUNDATION	100.00
10/15	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	585.00
10/15	THE PITNEY BOWES	322.68
10/15	UNITED REFRIGERATION	4,128.20
10/15	VANESSA SMITH BROWER	51.45
10/15	VERIZON WIRELESS SERVICES LLC	3,807.20
10/15	VIKTORIA R HENDERSON	75.46
10/15	VIVIANA VASQUEZ	236.47
10/15	WALLACE PACKAGING LLC	4,718.00
10/15	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	720.00
10/15	WATCHFIRE ENTERPRISES INC	1,776.04
10/15	WEST TEXAS EDUCATORS	2,731.00
10/15	WHITLEY PENN LLP	35,000.00
10/15	WILLIAM KENT MCCORD	127.47
10/15	WORLD'S FINEST CHOCOLATE INC	10,812.00
10/15	YOLANDA FRAIRE	93.80
10/15	YVETTE ABILA	40.53
10/22	512 TERPS LLC	130.00
10/22	ANGEL ORTIZ	4,700.00
10/22	AIDE BETANCOURT	18.34
10/22	AIR TUTORS LLC	450.00
10/22	ALAN WILLIAMS	1,410.32
10/22	ALIVE SANCHEZ	67.27
10/22	ALONDRA SANDATE	120.00
10/22	ALONDRA SANDATE	591.90
10/22	ALONDRA SANDATE	369.62
10/22	AMAZON CAPITAL SERVICES	55,773.55
10/22	AMAZON CAPITAL SERVICES	3,350.55

10/22	ANDREW BRADFORD	182.82	
10/22	ANGELA BETANCUR	219.00	
10/22	ANISSA N MOORE	2,000.00	
10/22	ASHLEY M DUNN	79.17	
10/22	AT&T	9,929.50	
10/22	AT&T LONG DISTANCE	18.99	
10/22	ATHLETIC SUPPLY INC	1,016.72	
10/22	ATHLETIC SUPPLY INC	4,997.25	
10/22	AUDIO ACOUSTICS HEARING CENTERS	200.00	
10/22	AUTYM BRUNO	70.49	
10/22	BATTERIES UNLIMITED WTX LLC	519.00	
10/22	BECKY RAMIREZ	618.60	
10/22	BEVCAP MANAGEMENT LLC	100,174.74	
10/22	BIG BEND TELECOM LTD	4,902.52	
10/22	BIG DADDY'S	1,029.60	
10/22	BILLIE H HASKELL	12.88	
10/22	BIMBO BAKERIES USA	1,309.64	
10/22	DICK BLICK COMPANY	1,927.16	
10/22	A-Z BUS TEXAS LLC	498,912.97	
10/22	BLUE STAR BUS SALES LTD	174,629.06	
10/22	BRAZOS FOREST PRODUCTS	3,880.80	
10/22	CABLE ONE, INC.	1,457.00	
10/22	CHERYL WILSON	729.40	
10/22	NBCEC INC	123.75	
10/22	COCA-COLA SOUTHWEST BEVERAGES LLC	2,196.59	
10/22	CODEHS INC	13,630.00	
10/22	CONSCIOUS DISCIPLINE HOLDINGS LLC	1,934.89	
10/22	CUSTOM WHOLESALE SUPPLY INC	328.60	
10/22	DANA SAFETY SUPPLY	17,661.97	
10/22	DAVID PAUL COOK	229.74	
10/22	DEANNA MCBRIDE	144.41	
10/22	DEBRA BYNUM	87.36	
10/22	DELESA STYLES	47.00	
10/22	ELIZABETH GRAY	30.17	
10/22	EUNA SOLUTIONS INC	41,040.00	
10/22	FEDERICO AVILA	80.00	
10/22	FERL GILES	306.00	
10/22	FIDENCIA GUTIERREZ	24.92	
10/22	FOLLETT CONTENT SOLUTIONS LLC	184.59	
10/22	G H DAIRY	19,011.95	
10/22	GABRIELLA HOLGUIN	22.89	
10/22	G & G INVESTMENTS INC	52.80	
10/22	GARDENDALE WATER CO	1,337.50	
10/22	GRAINGER	11,293.81	
10/22	GRANDE COMMUNICATIONS NETWORK LLC	1,576.58	
10/22	GRANDE COMMUNICATIONS NETWORK LLC	6,719.22	
10/22	HILBERTO OCHOA	351.00	
10/22	HILDA GONZALES	18.90	
10/22	HILDA LEAL	446	120.00
10/22	HILDA LEAL	138.00	
10/22	HOME DEPOT USA INC - STORE #562	4,648.09	

10/22	TINA GREGG	250.00
10/22	RITCHIE VINCENT INC	29.75
10/22	IMPERIAL BAG & PAPER COMPANY LLC	4,350.24
10/22	INDUSTRIAL COMMUNICATIONS	8,137.47
10/22	INSOURCE INSURANCE GROUP, LLC	71.57
10/22	IXL LEARNING	2,675.00
10/22	J J FLOWER DISTRIBUTION LLC	232.43
10/22	JACKSON VINES	270.00
10/22	JAMI LYN GATEWOOD	82.46
10/22	JOSEPH WOOD	1,365.00
10/22	JUANA GAYTAN	18.48
10/22	JUANA HERNANDEZ	53.13
10/22	JUANITA OCON	23.66
10/22	K. B. SAFE & LOCK CO	83.25
10/22	KARINA CARRILLO	54.46
10/22	KEELEY BOYER	120.00
10/22	KELCY PENATE	69.72
10/22	KRONOS INC.	8,580.00
10/22	LABATT FOOD SERVICE	89,546.10
10/22	LAUREN TAVAREZ	120.00
10/22	LEASE SERVICING CENTER INC	10,484.09
10/22	LIGHTS ON SOLUTIONS LLC	62,535.66
10/22	LILLY TYNER	29.82
10/22	LISA DONAHO	45.78
10/22	LORENZO R MASONSONG	46.55
10/22	LORENZO R MASONSONG	115.00
10/22	LUNCH MONY INC	1,138.21
10/22	LYNDSAY FREEMAN	61.95
10/22	MA HERNANDEZ REYES	32.27
10/22	MAGDA RODRIGUEZ	84.00
10/22	MALLORY POMEROY	112.07
10/22	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	31,968.17
10/22	MARICIA ALLEMAN	219.00
10/22	MARLA HOPPINS	35.63
10/22	MARY S CRISP	115.00
10/22	MARY S CRISP	145.00
10/22	MAURICIO MARQUEZ	120.00
10/22	MELANA MOSS	96.04
10/22	MICA LEIGH GOBER	3,000.00
10/22	MICHAEL FLAX	200.00
10/22	MICHAEL HAWLEY	778.69
10/22	MICHELLE GALINDO	219.00
10/22	MIRIAM VALLECILLO	43.12
10/22	MOBILE COMMUNICATION AMERICA INC	912.00
10/22	MONK HOLDINGS LLC	10.00
10/22	MORRIS ENTERPRISES LLC	11,113.15
10/22	N-TUNE MUSIC & SOUND INC	11,160.92
10/22	NASTASIA CORRALES	1,097.64
10/22	NATIONAL FOOD GROUP INC 447	18,720.00
10/22	NICHOLAS MALDONADO	100.38
10/22	NOLAN PRITCHARD	75.00

10/22	NORA ISELA CRUZ	148.96
10/22	SEWCO INC	6,100.49
10/22	ONCE RAMOS LLC	968.00
10/22	PATTERSON VETERINARY SUPPLY INC	4,720.00
10/22	PBK ARCHITECTS, INC	101.50
10/22	PLASCO ID HOLDING LLC	525.00
10/22	POCKET NURSE ENTERPRISES INC	1,468.24
10/22	PRECISION BUSINESS MACHINES INC	8,880.66
10/22	PROFORCE MARKETING	1,869.90
10/22	QUAVERED INC	9,000.00
10/22	REALITYWORKS	426.44
10/22	REGION 18 EDUCATION SERVICE CENTER	60,000.00
10/22	RHONDA LONG	78.19
10/22	RICHARD VAN PELT	46.55
10/22	ROBERTO TREJO	707.00
10/22	ROBERTS TRUCK CENTER OF TEXAS	213.53
10/22	RODNEY CHARLES ROMAN	300.00
10/22	ROSA HERNANDEZ	24.57
10/22	ROSAS CAFE / BOBBY COX Co.	251.34
10/22	SAFEBUILT TEXAS LLC	16,862.21
10/22	SARAH PATTON	58.59
10/22	SARAH R AGUIRRE	51.10
10/22	SCOTT WINDHAM	475.76
10/22	SECRETARY OF STATE	750.00
10/22	THE SEWELL FAMILY OF COMPANIES INC	240.73
10/22	SHANNA MOORE	57.54
10/22	SHELBYE HILL	300.00
10/22	SHELBYE HILL	150.00
10/22	SHONA DEE ANN LEWIS	219.00
10/22	STEMARCO DESIGN LLC	79.60
10/22	STEMARCO DESIGN LLC	659.30
10/22	STEPHEN TROUB	300.00
10/22	STEPHEN TROUB	650.00
10/22	SUSAN TREVINO	57.75
10/22	SYSCO USA, INC	43,209.60
10/22	TENNIS OUTLET	549.70
10/22	TERESA MOLINAR	9.24
10/22	TEXAS ASSOCIATION OF SCHOOL BOARDS	5,000.00
10/22	TEXAS ASSOCIATION OF SCHOOL BOARDS	180.00
10/22	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPAI	285.00
10/22	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
10/22	TEXAS INTERNATIONAL BACCALAUREATE SCHOOLS	100.00
10/22	TRACI AVILA	23.87
10/22	TYSON PREPARED FOOD, INC.	34,953.90
10/22	VALERIE GARCIA	13.65
10/22	WATSON TRUCK & SUPPLY	1,731.12
10/22	WESTERN-BRW PAPER CO INC	5,716.93
10/22	WHITEHOUSE PARKS LEGADO	299.50
10/22	ZAPOPAN BUSINESS GROUP LLC ⁴⁴⁸	5,551.00
10/22	WORLD'S FINEST CHOCOLATE INC	11,544.00
10/22	YOLANDA MARTINEZ	13.44

10/22	YVONNE FRANCO	30.94
10/22	ZULEMA ALVARADO	700.00
10/22	ZULEMA PALOMINO	53.27
10/23	AMSTAR INC	373,225.06
10/29	806 TECHNOLOGIES INC.	30,000.00
10/29	ANGEL ORTIZ	3,200.00
10/29	ACE MART RESTAURANT SUPPLY CO	66,175.15
10/29	ADVANCE STORES COMPANY , INC.	82.80
10/29	AIRGAS USA LLC	650.52
10/29	ALEC WATSON	275.00
10/29	ALEC WATSON	101.77
10/29	ALLEN TEINERT CONSTRUCTION	5,832,674.00
10/29	ALLEN TEINERT CONSTRUCTION	984,216.88
10/29	ALONDRA SANDATE	291.09
10/29	AMAZON CAPITAL SERVICES	63,877.47
10/29	AMAZON CAPITAL SERVICES	3,403.42
10/29	AMERICAN FAMILY LIFE & CANCER	6.00
10/29	APPLE, INC	896.00
10/29	ASSOCIATION OF TEXAS	3,038.36
10/29	ATHLETIC SUPPLY INC	13,944.30
10/29	BIMBO BAKERIES USA	3,358.06
10/29	A-Z BUS TEXAS LLC	982,173.83
10/29	BLUE STAR BUS SALES LTD	1,888.22
10/29	BRAKES AND WHEELS INC./ GORDO BROS	362.24
10/29	BRITTANY SWAIM	488.60
10/29	BRYAN MCDUFFIE	283.18
10/29	CABLE ONE, INC.	988.26
10/29	CAITLIN COUCH	360.00
10/29	CAROL ANN BRODERSEN	1,200.00
10/29	CIRCLE P RANCH SUPPLY INC	366.06
10/29	CLEARBROOK FARMS INC	28,224.00
10/29	CODEHS INC	11,250.00
10/29	COMMAND COMMISSIONING LLC	1,125.00
10/29	CORRAL ENVIRONMENTAL CONSULTING LLC	1,800.00
10/29	HOHENBERGER INC	365,095.94
10/29	CURRICULUM ASSOCIATES INC	333,455.25
10/29	CUSTOM WHOLESALE SUPPLY INC	333.33
10/29	CYNTHIA SUE BISHOP	5,800.00
10/29	DOMTECH ELECTRICAL AND CONTROLS LLC	7,593.00
10/29	EDUPHORIA INCORPORATED	2,670.00
10/29	EWELL EDUCATIONAL SERVICES	670.00
10/29	FAMILY & CONSUMER SCIENCES	26.88
10/29	FERGUSON FACILITIES SUPPLY	3,606.24
10/29	FIRST FINANCIAL ADMINISTRATORS	28,689.87
10/29	FIRST FINANCIAL ADMINISTRATORS	12,640.00
10/29	FIRST FINANCIAL ADMINISTRATORS	75,204.33
10/29	FIRST FINANCIAL ADMINISTRATORS	2,625.00
10/29	FIRST FINANCIAL ADMINISTRATORS	100.00
10/29	FIRST FINANCIAL ADMINISTRATORS	200.00
10/29	FIRST FINANCIAL ADMINISTRATORS	14,909.50
10/29	FIRST FINANCIAL ADMINISTRATORS	1,046.04

10/29	FIRST FINANCIAL ADMINISTRATORS	5,415.14
10/29	FIRST FINANCIAL ADMINISTRATORS	2,300.66
10/29	FOLLETT CONTENT SOLUTIONS LLC	134.90
10/29	FREEZING POINT LLC	10,920.00
10/29	G H DAIRY	30,507.46
10/29	G & G INVESTMENTS INC	169.05
10/29	GERARDO JIMENEZ	1,381.15
10/29	GOPHER SPORT	2,742.50
10/29	GOT TO SPECIALTIES LLC	353.00
10/29	GRAINGER	4,983.00
10/29	GRAND FUND INC	19,253.08
10/29	HEALTH SERVICES ADMINISTRATION	899.02
10/29	HEALTH SERVICES ADMINISTRATION	23,388.01
10/29	HENTHORN COMMERCIAL CONSTRUCTION LLC	171,361.00
10/29	HILDA LEAL	132.96
10/29	HOME DEPOT USA INC - STORE #562	2,172.43
10/29	IDALETH TAVAREZ	230.30
10/29	IMPERIAL BAG & PAPER COMPANY LLC	190,509.54
10/29	J J FLOWER DISTRIBUTION LLC	5.13
10/29	JACKSON VINES	315.00
10/29	JNT RESOURCES PARTNERS, LP	4,063.45
10/29	JNT RESOURCES PARTNERS, LP	25,911.25
10/29	JNT RESOURCES PARTNERS LP	32,585.39
10/29	JOHNNA ROSSON	1,166.40
10/29	JOSE ISACC CARILLO CONTRERAS	3,430.00
10/29	K. B. SAFE & LOCK CO	105.00
10/29	LABATT FOOD SERVICE	86,469.49
10/29	LORENZO R MASONSONG	90.00
10/29	LORENZO R MASONSONG	35.00
10/29	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	16,104.05
10/29	MARLIN LEASING CORPORATION	669.86
10/29	MARY S CRISP	115.00
10/29	MELINDA MCCARTY	1,631.15
10/29	MICHAEL FLAX	740.00
10/29	MICHAEL HAWLEY	1,098.39
10/29	MIKE SYVERSON	1,441.00
10/29	MONK HOLDINGS LLC	180.00
10/29	N-TUNE MUSIC & SOUND INC	2,387.97
10/29	NATALIE GUARA	40.00
10/29	NCS PEARSON INC	1,905.75
10/29	STATE OF NEW MEXICO	300.00
10/29	NIMBUS DRINKING WATER SYSTEMS LTD	48.00
10/29	ODESSA SIGN SOLUTION LLC	195.00
10/29	OFFICEWISE COMMERCIAL INTERIORS LLC	2,987.25
10/29	SEWCO INC	812.20
10/29	ONCE RAMOS LLC	585.00
10/29	AMANDA VASQUEZ	50.00
10/29	PERMIAN BASIN FOOTBALL CHAPTER	600.00
10/29	SHANNON D GAYLOR 450	9,239.91
10/29	PERMIAN MOVERS, INC.	150.00
10/29	RANDY SMITH	1,050.00

10/29	REGION 18 EDUCATION SERVICE CENTER	450.00
10/29	REGION 18 EDUCATION SERVICE CENTER	45,000.00
10/29	RODNEY CHARLES ROMAN	315.00
10/29	RODNEY CHARLES ROMAN	720.00
10/29	RODNEY CHARLES ROMAN	250.00
10/29	RUSSELL D. KING	958.00
10/29	SCARBOROUGH SPECIALTIES, INC	176.07
10/29	SHELBYE HILL	225.00
10/29	SHI GOVERNMENT SOLUTIONS INC	93,999.68
10/29	SIEMENS INDUSTRY, INC	915.00
10/29	SOLIANT HEALTH LLC	15,390.00
10/29	STEPHEN TROUB	600.00
10/29	SYSCO USA, INC	12,666.88
10/29	TEXAS ASSOCIATION OF PARENTS AND EDUCATORS	300.00
10/29	TEXAS BOOK COMPANY	486.50
10/29	TERACIA JERNIGAN	348.00
10/29	TERRACON CONSULTANTS INC	3,120.00
10/29	TEXAS AFT AMP	247.50
10/29	TEXAS ASSOCIATION FOR THE GIFTED & TALENTED	80.00
10/29	TASB, INC	100.00
10/29	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPAI	114.00
10/29	TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS	3,240.00
10/29	TEXAS ASSOCIATION OF	802.62
10/29	TEXAS CLASSROOM TEACHERS ASSOC	3,641.00
10/29	TXCSS MEMBERSHIP OFFICE	510.00
10/29	TEXAS DEPARTMENT OF PUBLIC SAFETY	221.00
10/29	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	261.30
10/29	TEXAS INTERNATIONAL BACCALAUREATE SCHOOLS	100.00
10/29	TEXAS INSTRUMENTS INC	1,500.00
10/29	TEXAS LIFE INSURANCE CO	134,962.66
10/29	THE CINCINNATI LIFE INS. CO	20.04
10/29	THE CINCINNATI LIFE INS. CO	188.13
10/29	THE LITTLE SIGN COMPANY INC	70.00
10/29	THE RON CLARK ACADEMY	1,565.47
10/29	SCRIPPS NATIONAL SPELLING BEE INC	188.50
10/29	THOMAS MEDELLIN	1,050.00
10/29	UNITED REFRIGERATION	392.45
10/29	UNITED RENTALS (NORTH AMERICA), INC.	932.06
10/29	UNITED STATES CELLULAR CORPORATION	196.16
10/29	VERIZON WIRELESS SERVICES LLC	4,155.20
10/29	VERTICAL SCHOOL PARTNERS LP	1,375.00
10/29	VITAL SIGNS DOT DESIGN LLC	1,144.26
10/29	RANCH SUPPLY OF ODESSA	50.50
10/29	WEST TEXAS DRUM CO	505.83
10/29	WEST TEXAS EDUCATORS	184,215.16
10/29	WEST TEXAS EDUCATORS	2,878.00
10/29	ZAPOPAN BUSINESS GROUP LLC	1,149.30
10/29	WORLD'S FINEST CHOCOLATE INC	7,320.00
11/5	GABRIEL KYLE MANALASTAS 451	196.07
11/5	AIRGAS USA LLC	2,239.24
11/5	ALEJANDRA ROBLES	400.00

11/5	ALISA ANN SALAZAR MUSELLA-GONZALES	270.00	
11/5	AMAZON CAPITAL SERVICES	39,647.33	
11/5	ANTHONY GARCIA	280.00	
11/5	APPLE, INC	119.00	
11/5	AT&T	72.83	
11/5	AT&T	2,777.84	
11/5	AT&T MOBILITY	62.55	
11/5	ATHLETIC SUPPLY INC	7,331.86	
11/5	ATKINS HOLLMAN JONES PEACOCK	27,152.14	
11/5	AUDIO ACOUSTICS HEARING CENTERS	680.00	
11/5	B1 C1 INC	299.00	
11/5	BATTERIES UNLIMITED WTX LLC	519.00	
11/5	BIMBO BAKERIES USA	5,570.86	
11/5	BLAKE MCDONALD	28.21	
11/5	DICK BLICK COMPANY	5,438.60	
11/5	BRAUN BEEF & CO INC	14,837.76	
11/5	BRITTANY RANEY	400.00	
11/5	CALEB MARTIN	1,050.00	
11/5	CALPINE CORPORATION	188,652.13	
11/5	CASA ORTIZ RESTAURANT & CATERING LLC	873.10	
11/5	CHARLES AND LEZIEE CHURCHFIELD	42,820.96	
11/5	CHARTER WASTE INC.	128.00	
11/5	COCA-COLA SOUTHWEST BEVERAGES LLC	368.79	
11/5	CONSCIOUS DISCIPLINE HOLDINGS LLC	9,760.00	
11/5	CONTRACT PAPER GROUP INC	48,409.20	
11/5	DANIEL BUSTAMANTE	179.55	
11/5	DELESA STYLES	35.00	
11/5	DELESA STYLES	448.60	
11/5	DUSTIN R GREENLEE	240.00	
11/5	ECISD EDUCATION FOUNDATION	541.70	
11/5	EDLIN ROMAN	360.00	
11/5	ELLEN NOEL ART MUSEUM	3,500.00	
11/5	ERIK HARTMAN	184.80	
11/5	FEDERICO AVILA	873.39	
11/5	FIRST FINANCIAL ADMINISTRATORS	7,871.76	
11/5	FIRST FINANCIAL ADMINISTRATORS	5,757.58	
11/5	FIRST FINANCIAL ADMINISTRATORS	6,264.18	
11/5	FIRST FINANCIAL ADMINISTRATORS	5,438.39	
11/5	FIRST FINANCIAL ADMINISTRATORS	62,795.97	
11/5	FIRST FINANCIAL ADMINISTRATORS	26,933.36	
11/5	FIRST FINANCIAL ADMINISTRATORS	126,888.70	
11/5	FREDERICKSBURG EDUCATION INITIATIVE, INC	525.00	
11/5	G H DAIRY	29,167.23	
11/5	GALLAGHER CONSTRUCTION COMPANY LP	32,400.00	
11/5	GALLAGHER CONSTRUCTION COMPANY LP	135,000.00	
11/5	GALLAGHER CONSTRUCTION COMPANY LP	126,563.00	
11/5	G & G INVESTMENTS INC	331.00	
11/5	GENA ALVARADO	350.00	
11/5	GENA ALVARADO	452	650.00
11/5	GEORGE CROSS	1,227.50	
11/5	GRAND FUND INC	110,564.84	

11/5	HAPPY GRINGO LLC	544.60
11/5	DICKEY'S BARBECUE PIT ODESSA	375.88
11/5	HECTOR LIMON	240.20
11/5	HECTOR LIMON	193.20
11/5	HILBERTO OCHOA	230.00
11/5	RITCHIE VINCENT INC	674.00
11/5	IMPERIAL BAG & PAPER COMPANY LLC	240.75
11/5	IRVING ISD	581.00
11/5	ITHAKA HARBORS, INC	780.00
11/5	JESSICA SANTANA	1,631.15
11/5	JOSE GALINDO	49.00
11/5	JULIETTE BAYLESS	416.36
11/5	KENNER PRINTING	1,618.08
11/5	KLEMENT DISTRIBUTION INC	1,772.46
11/5	LABATT FOOD SERVICE	91,518.85
11/5	LAREE MORRIS	650.00
11/5	LAUREN TAVAREZ	152.86
11/5	LVR COMMERCIAL FLOORING	41,094.95
11/5	MALCOLM XAVIER ERVIN	650.00
11/5	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	34,548.52
11/5	MARK JOSHUA G.STODOMINGO	314.86
11/5	MARLIN LEASING CORPORATION	145.44
11/5	MARTA ALVARADO	650.00
11/5	MARY S CRISP	115.00
11/5	MATTHEW SPIVY	474.60
11/5	MICA LEIGH GOBER	3,000.00
11/5	MOBILE COMMUNICATION AMERICA INC	1,358.00
11/5	MONK HOLDINGS LLC	1,596.00
11/5	MSB SCHOOL SERVICES LLC	176.12
11/5	N-TUNE MUSIC & SOUND INC	3,036.50
11/5	NARDONE BROS. BAKING CO. INC.	39,957.30
11/5	NASCO EDUCATION LLC	200.00
11/5	NATIONAL FOOD GROUP INC	47,104.00
11/5	NCS PEARSON INC	1,706.88
11/5	NIMBUS DRINKING WATER SYSTEMS LTD	126.00
11/5	ODESSA SIGN SOLUTION LLC	1,931.00
11/5	OFFICEWISE COMMERCIAL INTERIORS LLC	867.77
11/5	SEWCO INC	9,968.97
11/5	LAURA S MORALES	2,050.00
11/5	PATHWAYZ COMMUNICATIONS INC	5,386.14
11/5	PATRICIA LOGAN	51.00
11/5	PENSKE COMMERCIAL VEHICLES US LLC	2,520.10
11/5	PSI JF PETROLEUM GROUP	445.41
11/5	PIRAINO CONSULTING, INC	999.00
11/5	PROFORCE MARKETING	540.80
11/5	PROJECT LEAD THE WAY INC	187.25
11/5	RAY DOMINGUEZ	38.92
11/5	REGION 18 EDUCATION SERVICE CENTER	125.00
11/5	REGION 18 EDUCATION SERVICE CENTER	300.00
11/5	ROBERTS TRUCK CENTER OF TEXAS	340.34
11/5	RODNEY CHARLES ROMAN	576.00

11/5	ROSAS CAFE / BOBBY COX Co.	107.95
11/5	ROSELL D CAUFIELD	1,600.00
11/5	ANDRES ALFONSO RUZO	2,000.00
11/5	SYNCHRONY BANK	110.00
11/5	SCIENCE TEACHERS ASSOCIATION OF TEXAS	325.00
11/5	SCOTT MURI	3,333.33
11/5	SOLIANT HEALTH LLC	4,920.00
11/5	SOUTHERN MAID DONUTS	327.00
11/5	SUMMIT K12 HOLDING INC	188,700.00
11/5	SYSCO USA, INC	6,231.55
11/5	TEXAS ASSOCIATION OF SUPERVISORS OF MATHMATICS	275.00
11/5	TEXAS SCHOOL PUBLIC RELATIONS ASSOCIATION INC	2,540.00
11/5	TEXAS CHRISTIAN UNIVERSITY	1,000.00
11/5	TEA-CRT	945.00
11/5	TEXAS HIGH SCHOOL GYMNASTICS COACHES ASSOCIATI	640.00
11/5	TEXAS STATE TEACHERS ASSOCIATION	39,757.05
11/5	TEXAS TECH	24,127.00
11/5	THE MCCRELESS COMPANY	20.80
11/5	THERMO FLUIDS INC	587.72
11/5	TIME LLC	2,326.50
11/5	TRANSFINDER CORPORATION	1,995.00
11/5	TWO VETS SPORTING GOODS IN	1,679.00
11/5	UNIVERSITY OF TX-PERMIAN BASIN	500.00
11/5	WEIDNER & PHILLIPS LTD BY F & B OPERATORS	190.00
11/5	WENDI LOCKLAR	650.00
11/5	WEST TEXAS EQUIPMENT & REPAIR	535.00
10/14	PCARX LLC	125,303.47
10/14	AETNA LIFE INSURANCE COMPANY	536,791.49
10/16	UTPB	264,191.00
10/20	AETNA LIFE INSURANCE COMPANY	553,390.78
10/20	PCARX LLC	159,485.38
10/23	AETNA LIFE INSURANCE COMPANY	117,216.04
10/27	PCARX LLC	110,727.81
10/27	AETNA LIFE INSURANCE COMPANY	339,846.59
10/30	VERUSRX LLC	79,516.41
10/30	CAREATC INC	5,476.74
10/30	CAREATC INC	4,524.00
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	745.00
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$ 19,041,542.99



**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
\$12,300.00	199	PHS Baseball Booster Club	Awning for RF bleachers to provide shade
\$13,174.00	199	Nimitz Athletic Booster Club – Nickie Wilkins	Flooring replacement in boys weight room
\$15,350.00	199	Conoco Phillips	2025-2026 Odessa HS Astronomy Field Trip & Telescope Incentive

Board Approval

Date



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
068901

OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT) A (Reg)

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.

Campus: 003 - Permian High School
Principal/Non-Campus Administrator: Styles
Name of Donor: PHS Baseball Booster Club
Email/Phone of Donor: 8063163003
Donor Mailing Address: 3828 Hyden Drive
Donation Description: Awning for RF bleachers
Type of Donation: Physical items
Value*: 12300

*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.

Purpose of Donation: Provide shade for all fans in RF bleachers and those who sit in lawn chairs.

Item/Service: Awning

Purpose of Purchase: Shade.

Approver	Response	Date	Comment
Dusty Baumann	Approve	10/03/2025 8:38 AM	NA
Albessa Chavez	Approve	10/07/2025 11:18 AM	Approved
Keeley Boyer	Approve	10/08/2025 12:51 PM	NA
Delesa Styles	Approve	10/16/2025 2:33 PM	NA



619 Private Road 201D
 Seminole, TX, 79360
 432-209-3577
 jake.yck.1@gmail.com
 432-209-3577

Estimate

Jacob Dyck

For: Permian Base Ball
 jbaughman@hollywood-tx.com
 Permian Base Ball Field Odessa

Estimate No: 439
 Date: 10/02/2025

Ship To: Permian Base Ball Field Odessa

Tracking No
 Ship Via
 FOB

Description	Quantity	Rate	Amount
16'x50' full cantilever black hip shade structure with 12' entry and installation	1	\$12,300.00	\$12,300.00*

*Indicates non-taxable item

Subtotal	\$12,300.00
Shipping	\$0.00
Total	\$12,300.00

Total	\$12,300.00
--------------	--------------------



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
068901

OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT) A (Reg)

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.

Campus: 046 - Nimitz Middle School

Principal/Non-Campus Administrator: Tracey Borchardt

Name of Donor: Nimitz Athletic Booster Club - Nickie Wilkins

Email/Phone of Donor: homes@nickiewilkins.com

Donor Mailing Address: 117 Rolling Winds Odessa, Texas 79765

Donation Description: Flooring/Installization

Type of Donation: Physical items

Value*: 13174

*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.

Purpose of Donation: Flooring replacement in boys weight room

Item/Service: Flooring/Install

Purpose of Purchase: Replace deteriorated flooring for safety purposes

Approver	Response	Date	Comment
Keeley Boyer	Approve	10/30/2025 8:12 AM	NA
Nidia Soriano	Approve	10/30/2025 2:56 PM	Approved
Albessa Chavez	Approve	10/30/2025 4:08 PM	Approved
Dusty Baumann	Approve	10/31/2025 3:23 PM	NA
Tracey Borchardt	Approve	11/04/2025 3:38 PM	NA

Grade A Quality Flooring

2618 Madera Avenue
Odessa, Texas 79762
Phone: (281) 773 - 3236
Email: ernboyd2@gmail.com

Erin Boyd
(281) 773 - 3236
ernboyd2@gmail.com

Powered by



Nimitz Middle School

4900 Maple Avenue
Odessa, Texas 79762
homes@nickiewilkins.com
(432) 413 - 2247

ESTIMATE

Estimate #: **EST-000012**
Estimate Date: **Oct. 13th, 2025**
Expiration Date: **Oct. 20th, 2025**
Assigned To: **Erin Boyd**
Status: **Draft**

Group 1

ITEM(S)	RATE & QTY	TOTAL
Rubber Gym Flooring Regupol Aktiv Flooring 3/8" thick in 10% greyhound	\$9,174.00 1.00 Unit \$9,174.00/Unit	\$9,174.00
Boys Weight Room Installation of 1600sq ft of Regupol Aktiv Flooring 3/8" thick in 10% greyhound.	\$4,000.00 1600.00 Sq. Ft. \$2.50/Sq. Ft.	\$4,000.00
Labor Total = 1601	\$13,174.00	\$13,174.00

Subtotal	\$13,174.00
Total	\$13,174.00

Payment Schedule	
Deposit Due (60.00%) on Estimate Approval	\$7904.40
1st Payment (40.00%)	\$5269.6

Everything Look Good?

Something Wrong?

Approve Estimate

Request Revisions



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT - Odessa, TX
068901

OTHER REVENUES:
GRANTS FROM PRIVATE SOURCES
CDC (EXHIBIT) A (Reg)

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.

Campus: 002 - Odessa High School

Principal/Non-Campus Administrator: Hector Limon Jr.

Name of Donor: Conoco Phillips

Email/Phone of Donor: Brittany.Cirnigliaro@conocophillips.com

Donor Mailing Address: 925 N. Eldridge Parkway Houston, TX 77079

Donation Description: 2025-2026 Odessa HS Astronomy Filed Trip & Telescope Incentive

Type of Donation: Check

Value*: 15350

*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.

Purpose of Donation: 2025-2026 Odessa HS Astronomy Filed Trip & Telescope Incentive- purchase of additional smart telescopes, imaging telescopes and student trip to McDonald Observatory.

Item/Service: Purchase of additional smart telescopes, imaging telescopes and student trip to McDonald Observatory.

Purpose of Purchase: Purchase of additional smart telescopes, imaging telescopes and student trip to McDonald Observatory.

Approver	Response	Date	Comment
Hector Limon	Approve	10/31/2025 11:53 AM	NA
Dusty Baumann	Approve	10/31/2025 3:55 PM	NA
Keeley Boyer	Approve	11/03/2025 3:25 PM	NA
Nidia Soriano	Approve	11/04/2025 9:22 AM	NA
Albessa Chavez	Approve	11/04/2025 10:01 AM	Approved

Budget for OHS Observatory Exploration

Item	Number	Price	Total
Unistellar eQuinox2 Telescope	5	\$ 2,500.00	\$ 12,500.00
Celeston Smart Tech 6'1/2" Telescope	1	\$ 4,000.00	\$ 4,000.00
Carrying bag for Celston Telescope	1	\$ 150.00	\$ 150.00
Nebula Filter for Celstron Telescope	1	\$ 250.00	\$ 250.00
DLSR/EOS Cameras for Astrophotography	2	\$ 2,000.00	\$ 4,000.00
Field Trip to McDonald Observatory	3	\$ 5,000.00	\$ 15,000.00
Star Watch Parties in Ector County	6	\$ 800.00	\$ 4,800.00
Total			\$ 40,700.00
Potential Funders			
ConocoPhillips			\$ 15,350.00
Wal-Mart/Sams			\$ 10,000.00
Sony			\$ 15,350.00
Total			\$ 40,700.00



REQUEST FOR APPROVAL OF THE QUARTERLY INVESTMENT REPORT

Attached is a quarterly report on District investments representing investments for the months of July 2025 – September 2025. 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 JULY 1, 2025 THRU SEPTEMBER 30, 2025



	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
TEXPOOL											
GENERAL FUND	\$ 753,009.24	67	115,223,382.05	13	99,546,048.66	45,916.53	\$ 16,476,259.16	59.60%	\$ 16,476,259.16	\$ 16,476,259.16	\$ -
SCHOOL NUTRITION FUND	10,775,872.21	0	-	0	-	116,945.58	10,892,817.79	39.40%	10,892,817.79	10,892,817.79	-
DEBT SERVICE FUND	-	0	-	0	-	-	-	0.00%	-	-	-
MEDICAL TRUST FUND	-	0	-	0	-	-	-	0.00%	-	-	-
WORKER'S COMP FUND	-	0	-	0	-	-	-	0.00%	-	-	-
SPECIAL FUNDS	290,054.77	1	600.00	7	16,646.22	3,075.43	277,083.98	1.00%	277,083.98	277,083.98	-
TEXPOOL	\$ 11,818,936.22	68	115,223,982.05	20	99,562,694.88	165,937.54	\$ 27,646,160.93	100.00%	\$ 27,646,160.93	\$ 27,646,160.93	\$ -
% OF GRAND TOTAL	2.85%						5.41%				
TEXPOOL PRIME											
GENERAL FUND	\$ 40,185,297.23	17	97,815,000.00	12	87,775,000.00	393,323.11	\$ 50,618,620.34	11.54%	\$ 50,618,620.34	\$ 50,618,620.34	\$ -
DEBT SERVICE FUND	40,319,629.15	4	613,559.37	4	31,116,174.20	262,121.68	10,079,136.00	2.30%	10,079,136.00	10,079,136.00	-
CAPITAL PROJECTS 2024A	161,617,923.61	0	-	18	28,619,045.86	1,686,667.64	134,685,545.39	30.70%	134,685,545.39	134,685,545.39	-
CAPITAL PROJECTS 2024B	99,651,272.94	0	-	0	-	1,108,994.93	100,760,267.87	22.97%	100,760,267.87	100,760,267.87	-
CAPITAL PROJECTS 2025X	-	1	128,033,000.00	0	-	536,483.51	128,569,483.51	29.31%	128,569,483.51	128,569,483.51	-
MEDICAL TRUST FUND	4,678,188.72	3	4,700,000.00	17	8,010,000.00	22,726.92	1,390,915.64	0.32%	1,390,915.64	1,390,915.64	-
WORKER'S COMP FUND	7,611,851.03	0	-	0	-	84,710.45	7,696,561.48	1.75%	7,696,561.48	7,696,561.48	-
SPECIAL FUNDS	5,058,005.12	0	0	1	263,207.40	55,441.92	4,850,239.64	1.11%	4,850,239.64	4,850,239.64	-
TEXPOOL PRIME	\$ 359,122,167.80	25	231,161,559.37	52	155,783,427.46	4,150,470.16	\$ 438,650,769.87	100.00%	\$ 438,650,769.87	\$ 438,650,769.87	\$ -
% OF GRAND TOTAL	86.53%						85.86%				
LONE STAR											
GENERAL FUND	\$ 266,644.96	1	1.86	-	-	2,894.96	\$ 269,541.78	26.31%	\$ 269,541.78	\$ 269,541.78	\$ -
WORKER'S COMP FUND	746,862.02	-	-	-	-	8,108.63	754,970.65	73.69%	754,970.65	754,970.65	-
LONE STAR	\$ 1,013,506.98	1	1.86	-	-	11,003.59	\$ 1,024,512.43	100.00%	\$ 1,024,512.43	\$ 1,024,512.43	\$ -
% OF GRAND TOTAL	0.24%						0.20%				
NEXBANK MONEY MARKET											
GENERAL FUND	\$ 11,593,759.36	-	-	-	-	129,993.22	\$ 11,723,752.58	100.00%	\$ 11,723,752.58	\$ 11,723,752.58	\$ -
NEXBANK MONEY MARKET	\$ 11,593,759.36	-	-	-	-	129,993.22	\$ 11,723,752.58	100.00%	\$ 11,723,752.58	\$ 11,723,752.58	\$ -
% OF GRAND TOTAL	2.79%						2.29%				
TEXSTAR											
GENERAL FUND	\$ 17,296,663.71	0	-	0	-	186,616.79	\$ 17,483,280.50	79.44%	\$ 17,483,280.50	\$ 17,483,280.50	\$ -
INSURANCE RECOVERY	3,432,042.05	6	1,047,728.21	0	-	46,107.54	4,525,877.80	20.56%	4,525,877.80	4,525,877.80	-
TEXSTAR	\$ 20,728,705.76	6	1,047,728.21	0	0.00	232,724.33	\$ 22,009,158.30	100.00%	\$ 22,009,158.30	\$ 22,009,158.30	\$ -
% OF GRAND TOTAL	4.99%						4.31%				
TEXAS CLASS											
GENERAL FUND	\$ 9,014,636.45	1	200,000.00	2	1,250,000.00	91,340.78	\$ 8,055,977.23	81.93%	\$ 8,055,977.23	\$ 8,055,977.23	\$ -
CHAPTER 313	1,757,580.77	-	-	-	-	19,519.77	1,777,100.54	8.07%	1,777,100.54	1,777,100.54	-
TEXAS CLASS	\$ 10,772,217.22	1	200,000.00	2	1,250,000.00	110,860.55	\$ 9,833,077.77	100.00%	\$ 9,833,077.77	\$ 9,833,077.77	\$ -
% OF GRAND TOTAL	2.60%						1.92%				
TOTAL ALL INVESTMENTS	\$ 415,049,293.34	101	347,633,271.49	75	256,596,122.34	4,800,989.39	\$ 510,887,431.88	100.00%	\$ 510,887,431.88	\$ 510,887,431.88	\$ -

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 QUARTERLY REPORT OF INVESTMENTS
 FOR THE PERIOD FROM JULY 1, 2025 THRU SEPTEMBER 30, 2025

	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
RECAP											
ALL FUNDS											
GENERAL FUND	\$ 79,110,010.95	86	213,238,383.91	28	188,571,048.66	850,085.39	\$ 104,627,431.59	20.48%	\$ 104,627,431.59	\$ 104,627,431.59	\$ -
SCHOOL NUTRITION FUND	10,775,872.21	0	-	0	-	116,945.58	10,892,817.79	2.13%	10,892,817.79	10,892,817.79	-
DEBT SERVICE FUND	40,319,629.15	4	613,559.37	4	31,116,174.20	262,121.68	10,079,136.00	1.97%	10,079,136.00	10,079,136.00	-
CAPITAL PROJECTS FUND	261,269,196.55	1	128,033,000.00	18	28,619,045.86	3,332,146.08	364,015,296.77	71.25%	364,015,296.77	364,015,296.77	-
MEDICAL TRUST FUND	4,678,188.72	3	4,700,000.00	17	8,010,000.00	22,726.92	1,390,915.64	0.27%	1,390,915.64	1,390,915.64	-
WORKER'S COMP FUND	8,358,713.05	0	-	0	-	92,819.08	8,451,532.13	1.65%	8,451,532.13	8,451,532.13	-
SPECIAL FUNDS	5,348,059.89	1	600.00	8	279,853.62	58,517.35	5,127,323.62	1.00%	5,127,323.62	5,127,323.62	-
INSURANCE RECOVERY	3,432,042.05	6	1,047,728.21	0	-	46,107.54	4,525,877.80	0.89%	4,525,877.80	4,525,877.80	-
CHAPTER 313	1,757,580.77	-	-	-	-	19,519.77	1,777,100.54	0.35%	1,777,100.54	1,777,100.54	-
TOTAL	\$ 415,049,293.34	101	347,633,271.49	75	256,596,122.34	4,800,989.39	\$ 510,887,431.88	100.00%	\$ 510,887,431.88	\$ 510,887,431.88	\$ -
ALL INVESTMENTS											
TEXPOOL	\$ 11,818,936.22	68	115,223,982.05	20	99,562,694.88	165,937.54	\$ 27,646,160.93	5.41%	\$ 27,646,160.93	\$ 27,646,160.93	\$ -
TEXPOOL PRIME	359,122,167.80	25	231,161,559.37	52	155,783,427.46	4,150,470.16	438,650,769.87	85.86%	438,650,769.87	438,650,769.87	-
LONE STAR	1,013,506.98	1	1.86	0	-	11,003.59	1,024,512.43	0.20%	1,024,512.43	1,024,512.43	-
NEXBANK MONEY MARKET SAVINGS	11,593,759.36	0	-	0	-	129,993.22	11,723,752.58	2.29%	11,723,752.58	11,723,752.58	-
TEXSTAR	20,728,705.76	6	1,047,728.21	0	-	232,724.33	22,009,158.30	4.31%	22,009,158.30	22,009,158.30	-
TEXAS CLASS	10,772,217.22	1	200,000.00	2	1,250,000.00	110,860.55	9,833,077.77	1.92%	9,833,077.77	9,833,077.77	-
TOTAL	\$ 415,049,293.34	101	347,633,271.49	75	256,596,122.34	4,800,989.39	\$ 510,887,431.88	100.00%	\$ 510,887,431.88	\$ 510,887,431.88	\$ -

NOTES:

Weighted Average Maturity for ECISD is 1 day for all bank accounts and pooled investments.

The District's local government investment pools are recorded at amortized costs as permitted by GASB statement No. 79, certain *Investment Pools and Pool Participants*.

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
 DIRECTOR OF FINANCE

signature on file

ALBESSA CHAVEZ
 CHIEF FINANCIAL OFFICER

signature on file



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 REPORT OF EARNINGS
 JULY 1, 2024 THRU JUNE 30 2025

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>TEXAS CLASS</u>	<u>TOTAL</u>
GENERAL	\$ 45,916.53	\$ 393,323.11	\$ 2,894.96	\$ 186,616.79	\$ 129,993.22	\$ 91,340.78	\$ 850,085.39
SCHOOL NUTRITION	116,945.58	-	-	-	-	-	116,945.58
DEBT SERVICE	-	262,121.68	-	-	-	-	262,121.68
CAPITAL PROJECTS	-	3,332,146.08	-	-	-	-	3,332,146.08
MEDICAL TRUST	-	22,726.92	-	-	-	-	22,726.92
WORKER'S COMP	-	84,710.45	8,108.63	-	-	-	92,819.08
SPECIAL FUNDS	3,075.43	55,441.92	-	-	-	-	58,517.35
INSURANCE REC	-	-	-	46,107.54	-	-	46,107.54
CHAPTER 313	-	-	-	-	-	19,519.77	19,519.77
	<u>\$ 165,937.54</u>	<u>\$ 4,150,470.16</u>	<u>\$ 11,003.59</u>	<u>\$ 232,724.33</u>	<u>\$ 129,993.22</u>	<u>\$ 110,860.55</u>	<u>\$ 4,800,989.39</u>
PERCENT OF TOTAL	3.46%	86.45%	0.23%	4.85%	2.71%	2.31%	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>TEXAS CLASS</u>	<u>COMPARISON 90 DAY T-BILL</u>
JULY 2025	4.3120%	4.4194%	4.3131%	4.2950%	4.4500%	4.4065%	5.2300%
AUGUST 2025	4.3052%	4.4177%	4.3099%	4.2859%	4.4500%	4.3904%	5.0900%
SEPTEMBER 2025	4.2520%	4.3584%	4.2519%	4.2135%	4.2500%	4.3496%	4.8500%
OCTOBER 2025							
NOVEMBER 2025							
DECEMBER 2025							
JANUARY 2026							
FEBRUARY 2026							
MARCH 2026							
APRIL 2026							
MAY 2026							
JUNE 2026							
AVERAGE FOR PERIOD	<u>4.2897%</u> (2)	<u>4.3985%</u> (2)	<u>4.2916%</u> (2)	<u>4.2648%</u> (2)	<u>4.3833%</u> (2)	<u>4.3822%</u> (2)	<u>5.0567%</u> (3)





REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ECTOR COUNTY ISD AND TEXAS TECH UNIVERSITY

This Memorandum of Understanding is a renewal of our previous agreement focused on improving attendance in ECISD. This MOU will allow ECISD to continue to leverage the expertise of Texas Tech University and will continue our research practice partnership. Texas Tech University will collaborate with ECISD and utilize advanced data analytics to assess student attendance patterns, identify systemic and individual barriers, and leverage predictive modeling to recommend targeted interventions, ensuring data-driven strategies for reducing absenteeism. This project will be multi-year and is at no cost to the district.

Memorandum of Understanding

between

Ector County Independent School District

and

Texas Tech University on behalf of Center for Innovative Research in Change, Leadership, and Education (CIRCLE)

I. Parties

The parties to this agreement are Ector County Independent School District (hereinafter ECISD) and Texas Tech University (hereinafter TTU) on behalf of the Center for Innovative Research in Change, Leadership, and Education in the College of Education, F(hereinafter CIRCLE).

II. Intent to establish a Research Practice Partnership

ECISD and CIRCLE intend to establish a long-term, mutually beneficial collaboration to promote the production and use of rigorous research about problems of practices, commonly referred to as a [Research Practice Partnership](#) (hereinafter RPP).

III. Activities of the RPP

A. Research

1. Research projects should align with the goals specified in the ECISD strategic plan and/or core beliefs and commitments of the ECISD Board of Trustees.
2. Research projects should aim to provide actionable research products for ECISD.

B. Policy Recommendations

1. Policy research should support ECISD in developing local educational policies and practices that are more effective, sustainable, and supportive of the ECISD stakeholder communities.

C. Technical Assistance

1. As appropriate, CIRCLE will provide technical assistance and data analysis for ECISD that will benefit student, teacher, and district outcomes.

IV. Data Management

ECISD and CIRCLE/TTU may establish a data-sharing agreement that will meet the needs of RPP research projects.

V. Funding

A. Budget

1. The RPP does not have a standing budget from either CIRCLE or ECISD.
2. Whenever possible, funding for the RPP will be pursued collaboratively by CIRCLE and ECISD.

B. Sustainability

1. Any external funding acquired by the RPP will have appropriate indirect and direct administrative costs applied to support the long-term sustainability and impact of active research projects and will be in accordance with TTU's policies .

VI. Modification

A. Amendments

Amendments to the existing MOU, data-sharing agreement, and/or research agenda may be proposed at any time. Amendments will be approved by consensus of the authorized representatives from both ECISD and CIRCLE and must be in writing and signed by each party's authorized representative.

B. Termination

If either party wishes to terminate the MOU or data-sharing agreement, it must be proposed during a meeting between ECISD and CIRCLE leadership teams. Termination must include a closeout plan for all existing projects and a data retention plan for all shared data.

C. Assignment

Neither this Agreement nor any rights or interests hereunder are assignable or transferable without the other party's prior written agreement.

VII. Governing Law

- A. This Agreement shall be governed by the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.

VIII. FERPA

- A. If given access to the personally identifiable information about any student during performance of any services, the parties agree to abide by the limitations on re-disclosure of personally identifiable information from student records as set forth in The Family Educational Rights and Privacy Act ("FERPA") 34 CFR, §99.3.

IX. Force Majeure

A. "Event of Force Majeure" means an event beyond the control of ECISD or TTU which prevents or makes a party's compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

X. Notices

A. A copy of all notices under this Agreement shall be sent to:

To TTU: College of Education Dean 3002 18 th Street Lubbock, TX 79409 Kamau.siwatu@ttu.edu	To ECISD: Keeley Boyer Superintendent 802 N Sam Houston Ave Odessa, TX 79761 Keeley.Boyer@ectorcountyisd.org
With a copy to: TTU Office of Research Services Attn: Kellee Smith 2625 Memorial Circle, Admin 349 Lubbock, TX 79409 ors.awardservices@ttu.edu	

XI. Term

This Agreement will take effect from the date of the last signature by the parties below. The Agreement will remain in effect until August 31, 2027. The Agreement shall be annually reviewed and re-negotiated, and may be renewed for up to three (3) additional one (1) year periods upon mutual written agreement of the parties thirty (30) days prior to the expiration of the initial or current term.

XII. Independent Contractor

This Agreement does not form a joint venture or partnership. TTU will not be responsible for the Federal Insurance Contribution Act payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will TTU furnish any medical or retirement benefits or any paid vacation or sick leave. ECISD is responsible for the conduct of its business operation.

ECISD Representatives

_____ Date _____
Keeley Boyer
Superintendent, Ector County ISD

Texas Tech University

Kellee Smith _____ Date 10/29/2025
Kellee Smith, Director
Office of Research Services






Ector County Independent School District #C24756 Agreement.hm.NT.rev.10.24.25-TD

Final Audit Report

2025-10-29

Created:	2025-10-29
By:	Nika Teague (Nika.Teague@ttu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAANluxqjFvZcDd1PDUtVMXr3Y6Zqc_NTLY

"Ector County Independent School District #C24756 Agreement. hm.NT.rev.10.24.25-TD" History

-  Document created by Nika Teague (Nika.Teague@ttu.edu)
2025-10-29 - 3:22:09 PM GMT- IP address: 108.225.69.55
-  Document emailed to Kellee Smith (kellee.smith@ttu.edu) for signature
2025-10-29 - 3:29:52 PM GMT
-  Email viewed by Kellee Smith (kellee.smith@ttu.edu)
2025-10-29 - 3:29:58 PM GMT- IP address: 74.179.68.15
-  Document e-signed by Kellee Smith (kellee.smith@ttu.edu)
Signature Date: 2025-10-29 - 7:24:07 PM GMT - Time Source: server- IP address: 192.58.125.27
-  Agreement completed.
2025-10-29 - 7:24:07 PM GMT



**REQUEST FOR APPROVAL OF STUDENT DATA PRIVACY
AGREEMENT BETWEEN ECTOR COUNTY ISD
AND TCASE SERVICES BY DESIGN**

This data privacy agreement details the data elements that will be utilized as part of a comprehensive program review conducted by TCASE Services by Design. This program review will include Special Education staffing, best practices in instruction to students receiving Special Education services and efficient resource allocation across Special Education services from early childhood education to 18+. An executive summary with key commendations and recommendations will be presented to the district to use as part of planning for continuous improvement.

DATA PRIVACY AGREEMENT (DPA)
FOR TEXAS K-12 INSTITUTIONS

Ector County ISD

10/28/2025

LEA NAME [Box 1]

DATE [Box 2]

and

TCASE Services by Design

10/28/25

OPERATOR NAME [Box 3]

DATE [Box 4]

Background and Instructions

History of Agreement- This agreement has been drafted by the Texas Student Privacy Alliance (TXSPA). The Alliance is a collaborative group of Texas school districts that share common concerns around student and data privacy. The Texas K-12 CTO Council is the organization that sponsors the TXSPA and the TXSPA is the Texas affiliate of the national Student Data Privacy Consortium (SDPC). The SDPC works with other state alliances by helping establish common data privacy agreements unique to the jurisdiction of each state. This Texas agreement was drafted specifically for K-12 education institutions and included broad stakeholder input from Texas school districts, statewide associations such as TASB, TASA, and TASBO, and the Texas Education Agency. The purpose of this agreement is to set standards of both practice and expectations around data privacy such that all parties involved have a common understanding of expectations. This agreement also provides a mechanism (Exhibit E- General Offer of Terms) that would allow an Operator to extend the ability of other Texas school districts to be covered under the terms of the agreement should an Operator sign Exhibit E. This mechanism is intended to create efficiencies for both Operators and LEAs and generally enhance privacy practices and expectations for K-12 institutions and for companies providing services to K-12 institutions.

Instructions for Operators: This agreement is intended to be provided to an Operator from a LEA. The Operator should fully read the agreement and is requested to complete the below areas of the agreement. Once the Operator accepts the terms of the agreement, the Operator should wet sign the agreement and return it to the LEA. Once the LEA signs the agreement, the LEA should provide a signed copy of the agreement to the Operator.

Article/Exhibit	Box #	Description
Cover Page	Box # 3	Official Name of Operator
Cover Page	Box # 4	Date Signed by Operator
Recitals	Box #5	Contract Title for Service Agreement
Recitals	Box #6	Date of Service Agreement
Article 7	Boxes #7-10	Operator’s designated representative
Signature Page	Boxes #15-19	Authorized Operator’s representative signature
Exhibit A	Box #25	Description of services provided
Exhibit B	All Applicable Boxes	<ul style="list-style-type: none"> • Operator notates if data is collected to provide the described services. • Defines the schedule of data required for the Operator to provide the services outlined in Exhibit A
Exhibit D	All Applicable Boxes	(Optional Exhibit): Defines deletion or return of data expectations by LEA

Exhibit E	All Applicable Boxes	(Optional Exhibit): Operator may, by signing the Form of General Offer of Privacy Terms (General Offer, attached as <u>Exhibit E</u>), be bound by the terms of this DPA to any other Subscribing LEA who signs the acceptance in said Exhibit.
Exhibit F	Boxes # 25-29	A list of all Subprocessors used by the Operator to perform functions pursuant to the Service Agreement, list security programs and measures, list Operator's security measures

Instructions for LEA and/or Subscribing LEA: This agreement is intended to be provided to an Operator from a LEA. Upon receiving an executed agreement from an Operator, the LEA should fully review the agreement and if agreeable, should have an authorized LEA contact wet sign the agreement. Once signed by both the Operator and LEA, the LEA should send a copy of the signed agreement to the Operator.

Article/Exhibit	Box #	Description
Cover Page	Box # 1	Official Name of LEA
Cover Page	Box #2	Date Signed by LEA
Article 7	Boxes #11-14	LEA's designated representative
Signature Page	Boxes #20-24	Authorized LEA representative's signature
Exhibit D	All Applicable Boxes	(Optional Exhibit): Defines deletion or return of data expectations by LEA
Exhibit E	All Applicable Boxes	(Optional Exhibit) Only to be completed by a Subscribing LEA

RECITALS

WHEREAS, the Operator has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) according to a contract titled TCASE Services by Design and dated 10/28/25 (the “Service Agreement”), and [Box 5]
[Box 6]

WHEREAS, in order to provide the Services described in the Service Agreement, the Operator may

receive or create and the LEA may provide documents or data that are covered by federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506, and Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Operator’s Services are also subject to state student privacy laws, including Texas Education Code Chapter 32; and

WHEREAS, the Operator may, by signing the "General Offer of Privacy Terms", agree to allow other LEAs in Texas the opportunity to accept and enjoy the benefits of this DPA for the Services described within, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Nature of Services Provided.** The Operator has agreed to provide digital educational services as outlined in Exhibit A and the Agreement.
2. **Purpose of DPA.** For Operator to provide services to the LEA it may become necessary for the LEA to share certain LEA Data. This DPA describes the Parties’ responsibilities to protect Data.
3. **Data to Be Provided.** In order for the Operator to perform the Services described in the Service Agreement, LEA shall provide the categories of data described in the Schedule of Data, attached as Exhibit B.
4. **DPA Definitions.** The definitions of terms used in this DPA are found in Exhibit C. In the event of a conflict, definitions used in this DPA shall prevail over terms used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Ownership of Data**. All Data transmitted to the Operator pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Operator further acknowledges and agrees that all copies of such Data transmitted to the Operator, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Data contemplated per the Service Agreement shall remain the exclusive property of the LEA.
2. **Operator Materials**. Operator retains all right, title and interest in and to any and all of Operator's software, materials, tools, forms, documentation, training and implementation materials and intellectual property ("Operator Materials"). Operator grants to the LEA a personal, nonexclusive license to use the Operator Materials for its own non-commercial, incidental use as set forth in the Service Agreement. Operator represents that it has all intellectual property rights necessary to enter into and perform its obligations in this DPA and the Service Agreement, warrants to the District that the District will have use of any intellectual property contemplated by the Service Agreement free and clear of claims of any nature by any third Party including, without limitation, copyright or patent infringement claims, and agrees to indemnify the District for any related claims.
3. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Operator shall respond in a reasonably timely manner (and no later than 28 days from the date of the request) to the LEA's request for Data in a pupil's records held by the Operator to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Operator to review any of the Data accessed pursuant to the Services, the Operator shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
4. **Data Portability**. Operator shall, at the request of the LEA, make Data available including Pupil Generated Content in a readily accessible format.
5. **Third Party Request**. Should a Third Party, including law enforcement or a government entity, contact Operator with a request for data held by the Operator pursuant to the Services, the Operator shall immediately (within 1 business day), and to the extent legally permitted, redirect the Third Party to request the data directly from the LEA, notify the LEA of the request, and provide a copy of the request to the LEA. Furthermore, if legally permissible, Operator shall promptly notify the LEA of a subpoena compelling disclosure to a Third Party and provide a copy of the subpoena with sufficient time for the LEA to raise objections to the subpoena. The Operator will not use, disclose, compile, transfer, or sell the Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data and/or any portion thereof. Notwithstanding any provision of this DPA or Service Agreement to the contrary, Operator understands that the LEA is subject to and will comply with the Texas Public Information Act (Chapter 552, Texas Government Code). Operator understands and agrees that information, documentation and other material in connection with the DPA and Service Agreement may be subject to public disclosure.
6. **No Unauthorized Use**. Operator shall use Data only for the purpose of fulfilling its duties and obligations under the Service Agreement and will not share Data with or disclose it to any Third Party without the prior written consent of the LEA, except as required by law or to fulfill its duties and obligations under the Service Agreement.
7. **Subprocessors**. All Subprocessors used by the Operator to perform functions pursuant to the Service Agreement shall be identified in Exhibit F. Operator shall either (1) enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, such that the Subprocessors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this DPA, or (2) indemnify and hold harmless the LEA, its officers, agents, and employees from any and all claims, losses, suits, or liability including attorneys' fees for damages or costs resulting from the acts or omissions of its Subprocessors. Operator shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with ⁴⁷⁸the DPA. Subprocessors shall agree to the provisions of the DPA regarding governing law, venue, and jurisdiction.

ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance With State and Federal Law.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRa, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA as these laws and regulations apply to the contracted services. The LEA shall not be required to provide Data in violation of applicable laws. Operator may not require LEA or users to waive rights under applicable laws in connection with use of the Services.
2. **Consider Operator as School Official.** The Parties agree that Operator is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records. For purposes of the Service Agreement and this DPA, Operator: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Operator promptly of any known unauthorized access. LEA will assist Operator in any efforts by Operator to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF OPERATOR

1. **Privacy Compliance.** Operator may receive Personally Identifiable Information (“PII”) from the District in the course of fulfilling its duties and obligations under the Service Agreement. The Operator shall comply with all applicable State and Federal laws and regulations pertaining to data privacy and security including FERPA, COPPA, PPRa, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA.
2. **Employee Obligation.** Operator shall require all employees and agents who have access to Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement. Operator agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Data pursuant to the Service Agreement.
3. **De-identified Information.** De-identified Information may be used by the Operator only for the purposes of development, product improvement, to demonstrate or market product effectiveness, or research as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Operator agrees not to attempt to re-identify De-identified Information and not to transfer De-identified Information to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Operator shall not copy, reproduce or transmit any De-identified Information or other Data obtained under the Service Agreement except as necessary to fulfill the Service Agreement.
4. **Access To, Return, and Disposition of Data.** Upon written request of LEA, Operator shall dispose of or delete all Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, and transfer said data to LEA or LEA’s designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Operator acknowledges LEA’s obligations regarding retention of governmental data, and shall not destroy Data except as permitted by LEA. Nothing in the Service Agreement shall authorize Operator to maintain Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Data; (2) Data Destruction; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Operator shall provide written notification to LEA when the Data has been disposed of.

The duty to dispose of Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Data” FORM, a sample of this form is attached on Exhibit “D”). Upon receipt of a request from the LEA, the Operator will immediately provide the LEA with any specified portion of the Data within five (5) business days of receipt of said request.

5. **Targeted Advertising Prohibition.** Operator is prohibited from using or selling Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Operator; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Operator from generating legitimate personalized learning recommendations.
6. **Access to Data.** Operator shall make Data in the possession of the Operator available to the LEA within five (5) business days of a request by the LEA.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Operator agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Operator are set forth below. Operator shall further detail its security programs and measures in Exhibit F. These measures shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Operator shall secure usernames, passwords, and any other means of gaining access to the Services or to Data, at a level consistent with an industry standard agreed upon by LEA (e.g. suggested by Article 4.3 of NIST 800-63-3). Operator shall only provide access to Data to employees or subprocessors that are performing the Services. Employees with access to Data shall have signed confidentiality agreements regarding said Data. All employees with access to Data shall pass criminal background checks.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Operator shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment.
 - c. **Employee Training.** The Operator shall provide periodic security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the Services are accessed using a supported web browser, Secure Socket Layer (“SSL”) or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Operator shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
 - e. **Security Contact.** Operator shall provide the name and contact information of Operator's Security Contact on Exhibit F. The LEA may direct security concerns or questions to the Security Contact.
 - f. **Periodic Risk Assessment.** Operator shall conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request, Operator will provide the LEA an executive summary of the risk assessment or equivalent report and confirmation of remediation.

- g. Backups.** Operator agrees to maintain backup copies, backed up at least daily, of Data in case of Operator's system failure or any other unforeseen event resulting in loss of any portion of Data.
 - h. Audits.** Within 30 days of receiving a request from the LEA, and not to exceed one request per year, the LEA may audit the measures outlined in the DPA. The Operator will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Operator and/or delivery of Services to students and/or LEA, and shall provide full access to the Operator's facilities, staff, agents and LEA's Data and all records pertaining to the Operator, LEA and delivery of Services to the Operator. Failure to cooperate shall be deemed a material breach of the DPA. The LEA may request an additional audit if a material concern is identified.
 - i. Incident Response.** Operator shall have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of any portion of Data, including PII, and agrees to provide LEA, upon request, an executive summary of the written incident response plan.
- 2. Data Breach.** When Operator reasonably suspects and/or becomes aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Operator shall notify the District within 24 hours. The Operator shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Operator will follow direction from the Law Enforcement Agencies involved in the case.
- a.** The security breach notification to the LEA shall be written in plain language, and address the following
 - 1. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 2. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and Whether the notification was delayed as a result of a law enforcement investigation.
 - b.** Operator agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation
 - c.** In the event of a breach or unauthorized disclosure, the Operator shall cooperate fully with the LEA, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Operator will reimburse the LEA in full for all costs incurred by the LEA in investigation and remediation of any Security Breach caused in whole or in part by Operator or Operator's subprocessors, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if PII exposed during the breach could be used to commit financial identity theft.
 - d.** The LEA may immediately terminate the Service Agreement if the LEA determines the Operator has breached a material term of this DPA.
 - e.** The Operator's obligations under Section 7 shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

ARTICLE VI- GENERAL OFFER OF PRIVACYTERMS

- 1. General Offer of Privacy Terms.** Operator may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached as Exhibit E), be bound by the terms of this DPA to any other LEA who signs the acceptance in said Exhibit.

**ARTICLE VII:
MISCELLANEOUS**

- 1. Term.** The Operator shall be bound by this DPA for the duration of the Service Agreement or so long as the Operator maintains any Data. Notwithstanding the foregoing, Operator agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
- 2. Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
- 3. Effect of Termination Survival.** If the Service Agreement is terminated, the Operator shall dispose of all of LEA’s Data pursuant to Article IV, section 5.
- 4. Priority of Agreements.** This DPA shall govern the treatment of Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes cited in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, terms of service, privacy policy, or other writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph, all other provisions of the Service Agreement shall remain in effect.
- 5. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:
The designated representative for the Operator for this Agreement is:

First Name:	<u>Krista</u>	[Box 7]
Last Name:	<u>Garcia</u>	[Box 8]
Operator’s Company Name:	<u>TCASE Services by Design</u>	[Box 9]
Title of Representative:	<u>Director of Consulting Services</u>	[Box 10]

The designated representative for the LEA for this Agreement is:

First Name:	<u>Dr. Keeley</u>	[Box 11]
Last Name:	<u>Boyer</u>	[Box 12]
LEA’s Name:	<u>Ector County Independent School District</u>	[Box 13]
Title of Representative:	<u>Superintendent of Schools</u>	[Box 14]

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter and supersedes all prior communications, representations, or agreements, oral or written, by the Parties. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Operator represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data and portion thereof is stored, maintained or used in any way.
10. **Waiver.** Waiver by any party to this DPA of any breach of any provision of this DPA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DPA shall not operate as a waiver of such right. All rights and remedies provided for in this DPA are cumulative. Nothing in this DPA shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the LEA, its trustees, officers, employees, and agents as a result of the execution of this DPA or performance of the functions or obligations described herein.
11. **Assignment.** The Parties may not assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other Party except that either party may assign any of its rights and obligations under this DPA without consent in connection with any merger (including without limitation by operation of law), consolidation, reorganization, or sale of all or substantially all of its related assets or similar transaction. This DPA inures to the benefit of and shall be binding on the Parties' permitted assignees, transferees and successors.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this DATA PRIVACY AGREEMENT FOR TEXAS K-12 INSTITUTIONS as of the last day noted below.

Operator's Representative:

BY: Krista Garcia [Box 15] Date: 10/28/25 [Box 16]

Printed Name: Krista Garcia [Box 17] Title/Position: Director of Consulting Services [Box 18]

Address for Notice Purposes: 3305 Steck Ave. Ste. 200 Austin, TX 78757 [Box 19]

LEA's Representative

BY: _____ [Box 20] Date: November 18, 2025 [Box 21]

Printed Name: Dr. Keeley Boyer [Box 22] Title/Position: Superintendent [Box 23]

Address for Notice Purposes: 802 N. Sam Houston Odessa, Tx 79761 [Box 24]

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

Description : [Box 25]

This data privacy agreement details the data elements that will be utilized as part of a comprehensive program review conducted by TCASE Services by Design. This program review will include Special Education staffing, best practices in instruction to students receiving Special Education services and efficient resource allocation across Special Education services from early childhood education to 18+. An executive summary with key commendations and recommendations will be presented to the district to use as part of planning for continuous improvement.

The Provider has provided a multi year scope of work that can include but is not limited to:

1. Conduct a thorough folder review of 15 IEP folders using a rubric that covers 105 areas of compliance, and looks for evidence of alignment between evaluation results and current levels of performance, goals, accommodations, and instructional settings; data-based decision making; and participation of family members and, when appropriate, students.
2. District-wide review of current staffing levels across all EE-18+ and identify gaps while recommending optimal staffing models
3. Conduct a review of current caseload ratios for teachers across campuses and grade bands and by specialized assignment category with recommendations to ensure effective program implementation.
4. Conduct a thorough review of evaluation staff caseloads for assessments and other responsibilities, including compliance with timelines for completing evaluations and reports. Propose recommendations for efficiency and efficacy.
5. Conduct an evaluation of the provision and delivery of special education services as outlined in IEPs and assess the effectiveness of inclusion practices and support provided in general education settings.
6. Conduct an exhaustive examination of district operational protocols, continuum of services model, staffing structures, professional development frameworks, compliance records, alongside other internal materials and publicly accessible information, aimed at aiding an evaluation of the district's programming.
7. Conduct surveys of educators and parents to analyze topics such as the effectiveness of the referral process, the responsiveness of the department to the needs of students, parents, and staff, satisfaction with training provided, the level of collaboration between educators, and the effectiveness of services for students with disabilities.
8. Conduct a comprehensive review of the special education budget and finance involving a detailed analysis encompassing funding sources, expenditure allocation, resource distribution, compliance with financial regulations including Maintenance of Effort, and the effectiveness of budgetary strategies in meeting diverse student needs.
9. Provide professional development for leaders in the Special Services Department to build capacity for sustainable improvement and ongoing professional development based on findings of this program review.

EXHIBIT “ B”

SCHEDULE OF DATA

Instructions: Operator should identify if LEA data is collected to provide the described services. If LEA data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the “Other” category to list the data collected.

- We do not collect LEA Data to provide the described services.
- We do collect LEA Data to provide the described services.

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application- Please specify:	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify: <small>The nature of this data might appear in the student's IEP, FIE, or other documentation related to the EP.</small>	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
	486	
	Date of Birth	<input checked="" type="checkbox"/>

Demographics	Place of Birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify:	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify: <small>The nature of this data might appear in the student's IEP, FIE, or other documentation related to the IEP.</small>	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify: <small>The nature of this data might appear in the student's IEP, FIE, or other documentation related to the IEP.</small>	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify: The nature of this data might appear in the student's IEP, FIE, or other documentation related to the IEP.	<input checked="" type="checkbox"/>
	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>

Transportation	Student bus card ID number	<input type="checkbox"/>
	Other transportation data -Please specify:	<input checked="" type="checkbox"/>
Other	<p>Please list each additional data element used, stored or collected through the services defined in Exhibit A</p> <small>The Provider will access data in the student's "IEP folder" to include student IEPs (initial, amendments, annual, REEDs,) and evaluations (Full & Individual Evaluations and Full & Individual Initial Evaluations - FIEs and FIIEs). The Provider will access other documentation supporting the IEP that is provided in the IEP folder on the digital student plan management system.</small>	<input checked="" type="checkbox"/>

EXHIBIT “C”

DEFINITIONS

HB 2087: The statutory designation for what is now Texas Education Code Chapter 32 relating to pupil records.

Data: Data shall include, but is not limited to, the following: student data, educational records, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the product. Data also specifically includes all personally identifiable information in education records, directory data, and other non-public information for the purposes of Texas and Federal laws and regulations. Data as specified in Exhibit B is confirmed to be collected or processed by the Operator pursuant to the Services. Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Operator’s services.

De-Identified Information (DII): De-Identified Information is Data subjected to a process by which any Personally Identifiable Information (“PII”) is removed or obscured in a way that eliminates the risk of disclosure of the identity of the individual or information about them, and cannot be reasonably re-identified.

Data Destruction: Provider shall certify to the District in writing that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

NIST 800-63-3: Draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, Data, metadata, and user or pupil-generated content obtained by reason of the use of Operator’s software, website, service, or app, including mobile apps, whether gathered by Operator or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Data.

Pupil-Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Subscribing LEA: A LEA that was not party to the original Services Agreement and who accepts the Operator’s General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Operator, who Operator uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Operator’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

Texas Student Privacy Alliance: The Texas Student Privacy Alliance (TXSPA) is a collaborative group of Texas school districts that share common concerns around student privacy. The goal of the TXSPA is to set standards of both practice and expectations around student privacy such that all parties involved have a common understanding of expectations. The Texas K-12 CTO Council is the organization that sponsors TXSPA and the TXSPA is the Texas affiliate of the National Student Privacy Consortium.

EXHIBIT “F”

DATA SECURITY

1. **Operator’s Security Contact Information:**

Audrey Rek/Krista Garcia [Box 26]

Named Security Contact

hello@tcaseservices.com/audrey@tcase.org [Box 27]

Email of Security Contact

N/A [Box 28]

Phone Number of Security Contact

2. **List of Operator’s Subprocessors:**

None [Box 29]

3. **Additional Data Security Measures:**

[Box 30]

NIST Cybersecurity Framework (CSF) for Non-EdTech Providers is the basis for TCASE security program.
See attached document for additional details on TCASE practices



Cybersecurity Protocol

The security of school and student data is of utmost importance to TCASE Services by Design. We have adopted cybersecurity protocols based on the NIST Cybersecurity Framework (CSF) for Non-EdTech Providers handling student or school data.

<p>IDENTIFY</p>	<ul style="list-style-type: none"> • We maintain a thorough understanding of the systems and data we manage. • All systems that store or access school-related data are inventoried and documented. • Collected data, including names, email addresses, and student IDs, is classified according to sensitivity. • Authorized users with access to sensitive information are identified and access is reviewed regularly.
<p>PROTECT</p>	<ul style="list-style-type: none"> • Safeguards are implemented across our infrastructure to protect school-related data. • Strong, unique passwords and multi-factor authentication (MFA) are enforced for all applicable systems. • Access rights are restricted based on roles, following the principle of least privilege. • Sensitive data is not stored within our systems; we utilize secure web-based platforms for handling such data without retaining it as applicable. • Employees maintain cybersecurity awareness to reinforce safe practices and risk understanding.
<p>DETECT</p>	<ul style="list-style-type: none"> • We actively monitor for threats across our environment. • Alerts are enabled for suspicious or unusual system activity. • System logs and security reports are monitored. • We stay informed about evolving threat vectors, including phishing and social engineering tactics.

Cybersecurity Protocol



<p>RESPOND</p>	<ul style="list-style-type: none"> • Our team is prepared to respond swiftly to cybersecurity incidents. • A documented incident response plan defines roles, escalation paths, and communication protocols. • In the event of a data compromise, the affected school or district is notified promptly. • All incidents are logged and actions taken are recorded for audit and analysis.
<p>RECOVER</p>	<ul style="list-style-type: none"> • We maintain and regularly test backups of critical data to ensure rapid recovery. • Post-incident reviews are conducted to assess root causes and update our defenses. • Business continuity plans are in place to ensure delivery of essential services in the face of disruption.
<p>DOCUMENT</p>	<ul style="list-style-type: none"> • Our security practices are documented in internal policies and checklists. • We maintain a concise data security policy that can be shared with partner schools or districts upon request.



**REQUEST FOR APPROVAL OF WALSH GALLEGOS KYLE ROBINSON
& ROALSON P.C. SPECIAL EDUCATION LEGAL SERVICES RETAINER
AGREEMENT FOR ECTOR COUNTY ISD**

This retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

October 28, 2025

Dr. Keeley Boyer
Superintendent
Ector County ISD
PO Box 3912
Odessa, Texas 79760

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Dr. Boyer:

It is our privilege to serve Ector County Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on December 1, 2025, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 12/1/2025 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

- No-charge telephone consultation on day-to-day general and special education matters with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Gallegos products such as the web-based Student Code of Conduct, The Legal Guide to DAEP & Expulsion and the Extracurricular Code of Conduct,
- A free subscription to our bi-monthly general education newsletter "*Time Out with Walsh Gallegos,*"
- A free subscription to our monthly special education newsletter "*This Just In,*" and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description. Also enclosed is information about our EFT/ACH payment program that provides a convenient, efficient, secure, and less costly method of payment than paper checks.

It is an honor to be of service to Ector County Independent School District. Many districts have adopted the Texas Association of School Boards' policy BDD (Local), which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement. Additionally, please note that in accordance with the requirements of HB 1295 we have filed Form 1295 with the Texas Ethics Commission and are enclosing a certification of filing of Form 1295 for your records.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 232-9469.

Sincerely,



Elvin W. Houston

EWH/glo
Enclosures

cc: Ms. Tammy Hawkins, Board President
Mr. Mark Gabrylczyk, Executive Director of Special Services



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

**SPECIAL EDUCATION LEGAL SERVICES AGREEMENT
FOR ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**

The Ector County Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Kyle Robinson & Roalson P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Confidential Relationship: All information furnished by the District to Law Firm hereunder, including their respective agents, and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the District may be used by Law Firm only in connection with the Services. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Agreement. All Confidential Information made available hereunder, including copies thereof, shall be returned in accordance with Law Firm's File Retention Policy or request by the District, whichever occurs first. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is

independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.

12. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

13. Generative AI: While representing District, Law Firm may use generative AI tools and technology like Westlaw to assist in legal research, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. However, it is important to note that while generative AI can enhance the Firm's work, it is not a substitute for the expertise and judgment of the Firm's attorneys. The Firm will exercise professional judgment in using AI-generated content and ensure its accuracy and appropriateness in your specific matters. By entering into this agreement, District understands and agrees to the Firm's use of AI-assisted applications, including the Firm's limited, supervised use of those tools to process certain confidential information under the Firm's continuing monitoring to reasonably protect the confidentiality of all information.

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By: _____
(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.



By: _____

Joe A. De Los Santos
Managing Shareholder

11/1/2025

(Date)

THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in

all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences, or closings are cancelled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties, and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate

to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

Program for EFT/ACH Payments

Walsh Gallegos Kyle Robinson & Roalson P.C. is working to improve our services to you and assist you in saving time and money. To that end, we now offer our clients the option to pay their invoices electronically by either Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) payment--instead of the traditional paper, check-by-mail method.

An EFT/ACH payment authorizes the client's bank to move funds from its bank account to the bank account of the authorized merchant (Walsh, Gallegos). This movement of funds is done between banks electronically—thus the term Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). This electronic movement of funds between banks is more convenient, efficient, secure, and far less costly than the handling of paper checks.

If your district is interested in participating in our EFT/ACH payment program, please e-mail a request to WA-EFT@wabsa.com or call Karla Alvarado at (800) 252-3405 to receive our bank account information for EFT/ACH payments.

We are excited to be able to extend this opportunity to our clients. Please feel free to contact us if you have any questions.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

File Retention Policy

At the conclusion of a matter, the file is closed and all documents related to the file are gathered in a centralized location and properly labeled. This includes both paper and electronic documents. Because the nature of our work means that many matters may become active again, we have established a policy of maintaining our closed files for a period of 10 years. If a file is reopened, the 10 year period will start again after the file is closed again.

At the end of 10 years, we will notify clients that we will be destroying all files that have been closed for more than 10 years.* Clients will have 30 days from the date of the letter to let us know if they would prefer that the files be returned to them instead of being destroyed. Clients can also request a list of the files we plan on destroying and request to inspect the files before making a decision about whether or not to allow them to be destroyed. We will provide an estimate cost for delivering the files to clients if they choose to have the files returned to them instead of being destroyed. Any files that are destroyed will be done so at our expense.

For more information about our File Retention Policy please contact Vicki Limon at vlimon@wabsa.com or by calling 512.454.6864.

*Note that there are certain types of files that our attorneys may flag to hold for longer than 10 years before being destroyed. Clients can request a list of all of the closed matters that we have for them at any time by contacting Vicki Limon at vlimon@wabsa.com.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

FEE SCHEDULE AS OF JULY 16, 2025
LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

Annual retainer fee is \$1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$340/hour for associates licensed over two years, or \$360/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

For Non-retainer Program Clients

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$360/hour for associates licensed over two years, or \$380/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

The above rates are subject to change at any time.



BENEFITS OF THE RETAINER PROGRAM

1. **FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 10.27 free hours of telephone consultation. That is a \$3,047.00 value in telephone calls alone!

As a retainer client, the District has exclusive access to the statewide toll-free telephone numbers for calls to the law firm. Before making decisions with legal consequences, use our exclusive toll-free number to reach any Walsh Gallegos attorney:

- Austin (800) 252-3405
- San Antonio (800) 232-9169
- Irving (800) 231-4207
- Houston (888) 565-6864
- Rio Grande Valley (866) 770-6864
- Amarillo (800) 622-6864
- Albuquerque (800) 771-6864

2. **REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.

3. **FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:

- (1) the informative bi-monthly newsletter "*Time Out with Walsh Gallegos*" that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and
- (2) the monthly publication "*This Just In*" which addresses legal issues specific to the special needs of students with disabilities

4. **E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or trustees you designate) to help

keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are designed to keep you informed and better prepared in your work for the District. Examples of the topics of our updates include:

- EEOC Releases New Regulations for Pregnant Workers Fairness Act
- Attorney General Rule Updating Title II of the ADA Ensuring that Web Content and Mobile Apps are Accessible
- U.S. Department of Labor Increases Salary Threshold for Exempt Employees
- Final Title IX Regulations Released
- Supreme Court Clarifies Limits on Public Officials' Social Media Conduct
- Next Steps in Medicaid Review Process
- HB 3033 Crucial NEW Deadlines for Responding to PIA Requests
- New I-9 Form for Employment Eligibility Verification
- HB 114 Creates a New Mandatory DAEP Offense

Don't let your District personnel miss our next update!

5. REDUCED RATES ON ALL WALSH GALLEGOS INSERVICES: Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.
6. REDUCED RATES ON ALL WALSH GALLEGOS PRODUCTS: To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:
 - Interactive Student Code of Conduct
 - Discipline Guide for DAEP & Expulsion
 - Administrator's Anti-Bullying Toolkit
 - Sexual Harassment Investigation Guide
 - Operating Guidelines for Cameras in Special Education Settings
7. ONE FREE ON-DEMAND WEBINAR: Our retainer clients are also eligible for one free On-Demand webinar of the District's choice, to be selected from our published webinar schedule. Our On-Demand webinars provide excellent training for school administrators without having to leave the district.



**REQUEST FOR APPROVAL OF PERSONAL SERVICES BY DR.
MICHAEL HAWLEY FOR THE MUSIC REGION 6 EXECUTIVE
COMMITTEE PURSUANT TO TEXAS EDUCATION CODE §11.006(C)**

Request that the Board of Trustees approve the personal services between Dr. Michael Hawley and the Music Region 6 Executive Committee for the role of Assistant Secretary, pursuant to Texas Education Code § 11.006(c), and make the required statutory determinations to authorize this arrangement.



REQUEST FOR APPROVAL OF RECOMMENDATIONS OF LIBRARY MATERIALS

SB 13, enacted by the 89th Texas Legislature, introduces additional requirements regarding a school district's procedures for procuring library materials and/or accepting donations of books intended for a campus library.

The materials referenced have been thoroughly reviewed to ensure compliance with the Texas State Library and Archives Commission School Library Programs: Standards and Guidelines for Texas, as well as all requirements specified in EFB (LEGAL).

This list has been available to the public for 30 days before the Board voted to accept the titles that were donated or requested for procurement in accordance with legal requirements.

The Digital Learning Department requests approval of the list of recommended library materials.

Title	Author
Alligators	Jade, Shannon
Allosaurus	Murray, Laura K
Anacondas	Bow, James
Animal jokes	Rosenberg, Pam
An Arctic childhood	Metchooyeah, Jillian
Arctic foxes	Gendell, Megan
Are we there yet? : the first road trip across the USA	McAnulty, Stacy
Axolotls	Koestler-Grack, Rachel A
The Bad Guys. Haunted heist	Howard, Kate
The Bad Guys in mission unpluckable	Blabey, Aaron
Bad Kitty camp daze	Bruel, Nick
The Baltimore Ravens	Stewart, Mark
The Berenstain Bears: here come the bears!	Berenstain, Mike
Biscuit's puppy sleepover	Capucilli, Alyssa Satin
Blizzards	Vizcarra, Natasha
Los bomberos	Murray, Laura K
Brachiosaurus	Murray, Laura K
The Buffalo Bills	Stewart, Mark
The Cartoonists Club	Telgemeier, Raina
The Chicago Bears	Stewart, Mark
A Crankenstein valentine	Berger, Samantha
Crumble	McClaren, Meredith
Curious clouds	Wilken, Scott
The curious why	DiTerlizzi, Angela
The curious why	DiTerlizzi, Angela
The Dallas Cowboys	Stewart, Mark
Dawn on the Coast	Nopra, Arley
Dinosaur jokes	Rosenberg, Pam
Doctor jokes	Rosenberg, Pam
Dr. Color Monster and the emotions toolkit	Llenas, Anna
Dr. Seuss's how the Grinch lost Christmas!	Heim, Alastair
Engineers	Murray, Laura K

Ferris	DiCamillo, Kate
Firefighters	Murray, Laura K
Fletcher and the snowflake Christmas	Rawlinson, Julia
Fletcher and the springtime blossoms	Rawlinson, Julia
Food jokes	Rosenberg, Pam
The gift of the great buffalo	Lindstrom, Carole
The Gingerbread Man. 2,Class pet on the loose	Murray, Laura
The Gingerbread Man. 4,New friend on the loose	Murray, Laura
Goldilocks and just one bear	Hodgkinson, Leigh
The good egg	John, Jory
The Green Bay Packers	Stewart, Mark
Grizzly bears	Hamby, Rachel
Holiday jokes	Rosenberg, Pam
Honey badgers	Doty, Abby
Incredible ice	Wilken, Scott
Los ingenieros	Murray, Laura K
The Kansas City Chiefs	Stewart, Mark
Learn about Earth!	Humphrey, Natalie
Learn about Jupiter!	Humphrey, Natalie
Learn about Mars!	Humphrey, Natalie
Learn about Mercury!	Humphrey, Natalie
Learn about Neptune!	Haynes, Danielle
Learn about Saturn!	Humphrey, Natalie
Learn about Uranus!	Haynes, Danielle
Learn about Venus!	Haynes, Danielle
Legendary lightning	Wilken, Scott
The library of curiosities	Lundquist, Jenny
Little good wolf	Stevens, Janet
The Magical Yet	DiTerlizzi, Angela
El magico aun	DiTerlizzi, Angela
The marvelous now	DiTerlizzi, Angela
Los mecanicos	Murray, Laura K
Mechanics	Murray, Laura K

Mercer Mayer's Little Critter. Night night! Sleep tight!	Mayer, Mercer
The Miami Dolphins	Stewart, Mark
Mrs. Marge is in charge!	Gutman, Dan
The New York Giants	Stewart, Mark
Pete the Cat's Mars mission	Dean, Kim
The Philadelphia Eagles	Stewart, Mark
Pizza and Taco. 3,Super-awesome comic!	Shaskan, Stephen
Pizza and Taco. 8,Best Christmas ever!	Shaskan, Stephen
Pizza and Taco. 9,Coolest club ever!	Shaskan, Stephen
Rattlesnakes	Wilson, Libby
Red pandas	Doty, Abby
Reina Ramos: tour guide	Otheguy, Emma
Rhinoceroses	Hamby, Rachel
Riddles	Rosenberg, Pam
Roswell Johnson saves the world!	Colfer, Chris
The San Francisco 49ers	Stewart, Mark
Space jokes	Rosenberg, Pam
Spectacular solar storms	Wilken, Scott
Sports jokes	Rosenberg, Pam
Stegosaurus	Murray, Laura K
Tasmanian devils	Rains, Dalton
Tios and primos	Alcantara, Jacqueline
Travis Kelce : superstar tight end	Van Cleave, Ryan G
Triceratops	Murray, Laura K
Tyrannosaurus rex	Murray, Laura K
The Underground Railroad	Messner, Kate
Velociraptor	Murray, Laura K
Warriors graphic novel. The prophecies begin.2	Riess, Natalie
Wild boars	Wilson, Libby
The wild robot protects	Brown, Peter
The "wild" West	Bell, Samantha
Wolverines	Gendell, Megan
The Elephant's New Shoe	Laurel Neme

Girls with goals	Castro-Malaspina, Clelia,
Breathe : a guide to managing anxiety in a turbulent world	Sheen, Barbara
Everything is tuberculosis : the history and persistence of our deadliest	Green, John, 1977
Warfare in the Renaissance world	Brewer, Paul,
A most perilous world : the true story of the young abolitionists and the	Gaddy, Kristina R
True life in Uncanny Valley	Caletti, Deb,
Wish upon a K-star	Cho, Kat,
Your final moments	Coles, Jay
Somadina	Emezi, Akwaeke
The floating world	Oh, Axie
Best of all worlds	Oppel, Kenneth,
This is the year	Munoz, Gloria
On the wings of la Noche	Torres, Vanessa L.,
Lovely dark and deep	Bonnin, Elisa A.,
A greater goal	Rusch, Elizabeth,
A first time for everything	K. L. Walther
Exploring careers in AI	Allen, John
Out of air	Reiss, Rachel
The L.O.V.E. Club	Min, Lio
Very dangerous things	Munoz, Lauren
Arm in arm : the Grimke sisters' fight for abolition and women's rights	Carpenter, Angelica Shirley
Careers in forensic science (Getting Started)	Morkes, Andrew
Air and water quality	Kallen, Stuart A.
The mysterious Virginia Hall	Friddell, Claudia,
Pretty girl county	Wilson, Lakita
Of flame and fury	Bridge, Mikayla
The girl you know	Rose, Elle Gonzalez
Beasts	Bjerkeland, Ingvild
Legendary Frybread Drive-In : intertribal stories	edited by Cynthia Leitich Smith.
House of quiet	White, Kiersten
Sisters in the wind	Angeline Boulley
Loudmouth : Emma Goldman vs. America (a love story)	Deborah Heiligman
Between extremes : the formation and preservation of democracy (Sp	Elsie Olson



**REQUEST FOR APPROVAL OF THOMPSON AND HORTON LLP BOND
CONSTRUCTION LEGAL SERVICES RETAINER AGREEMENT FOR
ECTOR COUNTY ISD**

As Bond 2023 projects commence and further develop, complex questions and decisions must be made by ECISD leaders. Thompson and Horton LLP have specialized legal counsel in the areas of construction law and bond construction who can advise the District on those complex matters.

This retainer Agreement establishes an attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement.



Houston John M. Hopkins
Dallas Partner
Austin
Fort Worth (713) 554-6760 Office
 (713) 583-8884 Fax

jhopkins@thompsonhorton.com

Thompson & Horton LLP
Phoenix Tower, Suite 2000
3200 Southwest Freeway
Houston, Texas 77027-7554

November 10, 2025

Ms. Tammy Hawkins
President, Board of Trustees
Ector County Independent School District
802 N. Sam Houston Ave.
Odessa, Texas 79761

Re: Engagement Letter for Legal Services relating to Bond Construction contracts

Dear Ms. Hawkins:

Thank you for the opportunity to provide legal services related to Bond Construction contracts to the Ector County Independent School District (“District”). The purpose of this engagement letter is to describe the proposed terms on which we will provide services and the role and responsibilities of both Thompson & Horton LLP (“T&H”) and the District.

Terms of Engagement. T&H will represent the District in connection with specific legal matters as requested by the District or its Board of Trustees. Requests for legal advice or representation on any specific matters will be submitted through the Superintendent, the Board President, or individuals authorized by the Superintendent or the Board President. This Engagement Letter and Terms of Engagement (**Attachment A**) shall serve as the written agreement between the District and T&H regarding T&H’s provision of general legal counsel and services.

This letter may be supplemented or amended to reflect new matters that deviate from the current engagement in complexity, scope, nature, or risk, or that require a substantial change in terms and conditions.

Fees and Staffing. T&H is a full-service law firm. Under this proposed engagement, I will be your primary contact at T&H unless the District requests otherwise, although other attorneys may provide services depending on the specific project and the expertise of the particular attorney. For this engagement, Partners have agreed to charge an hourly rate of \$375 - \$425, Counsel will charge an hourly rate of \$370, and Associates will charge an hourly rate ranging from \$270 - \$350, depending on their years of experience. Paralegals will be billed at \$170 per hour. The rates charged may vary in litigation matters covered by insurance. T&H will attempt to staff each matter in a manner that is most economical to the District based on the nature of the project.

Unless agreed to another billing method, we bill in increments of fifteen minutes. We will not require a retainer; the District will be billed for services provided. Additionally, the rates charged may



Ector County ISD
November 10, 2025
Page 2

vary due to arrangements with insurance companies in litigation matters. Billing rates are evaluated on an annual basis, but any adjustments will be made only after notice to the District. T&H will attempt to staff each matter in a manner that is most economical to the District based on the nature of the project.

Under the terms of this Engagement Letter, the District will have specific obligations to T&H, for example, the obligation to provide complete and accurate information to the firm. If you have any questions about this document or the District’s rights and obligations regarding this engagement or relationship with T&H, please feel free to contact me or any other partner of the firm.

It is T&H’s practice to comply with the professional standards and ethics requirements applicable to Texas attorneys. Based on the information of which we are aware, it does not appear that this engagement is materially adverse to any substantially related matter that T&H is handling for other clients of the firm. Should a conflict of interest arise or become apparent after work begins on this engagement, we will comply with applicable rules of professional responsibility under state law in resolving any such situations.

Please call me concerning questions about any aspect of this engagement. If this letter and the Terms of Engagement meet with your approval, we request that the Board President or other authorized agent sign the Engagement Letter with Attachment A Terms of Engagement. We request that you keep one original of the Letter and Terms of Engagement for the District’s file and return one original to me.

Thank you again for the opportunity to provide legal services to the District.

Very truly yours,

THOMPSON & HORTON LLP

John M. Hopkins

AGREED AND ACCEPTED:

Tammy Hawkins
President, Board of Trustees
Ector County Independent School District

Date: _____

ATTACHMENT A

Thompson & Horton LLP Terms of Engagement

Introduction

These are the Terms of Engagement adopted by Thompson & Horton LLP (“T&H”) and referred to in our Engagement Letter as the basis for our representation of the Ector County Independent School District (hereafter referred to as “Ector County ISD,” “the District,” or “you”). Because this document is an integral part of our agreement to provide representation, we ask that you review this document carefully. If you have any questions about this document, please contact us.

Identification of the Client

Under this engagement, our client is the District and not individual trustees, officers, or employees. In the event the District requests that we undertake representation of a specific individual, such as an individual defendant in a lawsuit, a new engagement letter will need to be prepared that defines the scope of the representation of the individual.

The Scope of the Representation

T&H undertakes to provide representation and advice on the matters for which we are engaged, and it is important that we both have a clear understanding of the services that T&H has agreed to provide. In the Engagement Letter, T&H specifies the matter in which we will provide representation and the scope of the services we will provide. If there are any questions about the engagement, including the scope of the representation, and related services being performed, please address those questions promptly with your principal contact at the firm.

As you may be aware, the Treasury Department has issued Regulations, commonly referred to as Circular 230, that dictate how attorneys must communicate with their clients whenever they render “written advice” on tax issues. The regulations are very broad and will frequently restrict ordinary communications between attorney and client. We can avoid the costly and time-consuming process of preparing a formal opinion to comply with Circular 230 by including a legend on written advice similar to the following:

“As required by United States Treasury Regulations, you should be aware that this communication is not intended or written by the sender to be used, and it cannot be used, by any recipient for the purpose of avoiding penalties that may be imposed on the recipient under United States federal tax laws.”

It is very unlikely that we will be providing written advice on tax issues but if we do, unless we agree in advance to the contrary, any written advice that we prepare for you will contain this legend.

Conflicts of Interest

T&H represents many educational entities, public entities, businesses, and individuals. We attempt to identify actual and potential conflicts at the outset of any engagement. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf, or T&H may be asked to represent someone whose interests may

be adverse to you. Please do not take such a request to indicate that we will represent you less zealously; we make such requests because we take our professional responsibilities to all clients and prospective clients very seriously. We will not undertake representation of adverse or conflicting parties without your express and informed consent. If conflicts arise or become apparent after work begins on an engagement, we will comply with applicable rules of professional responsibility under state law in resolving any such situations.

Rules concerning conflicts of interest vary with the jurisdiction. To avoid any uncertainty, our policy is that the Texas Disciplinary Rules of Professional Conduct will be applicable to the representation. Unless the Engagement Letter stipulates that some other rules of professional responsibility will govern our attorney-client relationship, your acceptance of our Engagement Letter means you agree with that policy.

Staffing

The District may choose to contact any attorney at the firm. Additionally, a certain attorney may be the most appropriate attorney to handle a specific project due the nature of the legal issues and the expertise of the particular attorney. T&H will attempt to staff each legal and litigation matter in a manner that is most economical to the District based on the nature of the project.

For purposes of this engagement, attorneys' rates range from \$270 to \$425. Partners will bill between \$375 - \$425 per hour, Counsel will bill at \$370 per hour, and Associates will bill from \$270 to \$340 per hour, depending on their years of practice. The rates charged may vary in litigation matters covered by insurance. When appropriate, work may be performed by paralegals billed at \$170 per hour.

Fees, Billing Arrangements, and Terms of Payment

T&H issues invoices on a regular basis, normally each month, for fees and other charges. Invoices are due on presentment and are considered past due 30 days after receipt. It is important to review invoices that are presented each month and to bring any concerns regarding the invoice, services, or staffing to the attention of the firm within 30 days of receipt of an invoice.

Fees for professional services and reimbursable expenses are not contingent on the outcome of the project, matter, or lawsuit.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on our professional judgment and the facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

As an adjunct to providing services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we will bill them to you as part of your monthly invoice. Examples include charges for photocopying, postage, long-distance telephone calls, travel expenses, delivery charges, computerized research, and facsimile transmissions. Outside expenses generally will be billed at cost, while some in-house expenses (e.g., copying, telecopying, and computer services) may include a reasonable allocation of overhead.

In appropriate cases, reimbursable expenses also may include overtime charges for dedicated services for secretaries and other staff. Such overtime charges will be incurred only with your advance permission. This particular type of charge is most likely to occur if we are working on a project after regular business hours at your request. As a general matter, you will not be charged for staff overtime.

It may be necessary for us to retain third parties, such as consultants, experts, investigators and court reporters, in order to represent you adequately. We will consult with you regarding recommended vendors for these services and obtain your approval for the engagement of such services. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over \$500) directly to the third party providing the services. The District ultimately will be responsible for the payment of the invoices of those third parties. We also ask that you pay such bills promptly and send us notice of your payment.

We generally make and retain copies of all documents generated or received by us in the course of your representation. Should you request documents from us at the conclusion of our representation (other than your original documents), you agree to compensate the firm for reproduction charges and professional fees required to review the files.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with the District. Failure of any insurer to pay all or part of the billings for any matter within thirty days of any invoice does not relieve you from the obligation to pay billings in full and in a timely manner.

Should the District's account become delinquent and satisfactory payment terms are not arranged, we may take steps, as permitted under the rules regulating our profession, to withdraw from the representation, cease representation, or terminate the engagement.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to timely pay the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Cooperation and Communication

To enable us to provide effective representation, the District agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement.

Insurance Coverage

We will only represent you, and not your insurer, on matters.

Unless we specifically agree to do so, we will not evaluate any aspect of insurance coverage, advise you with respect to such coverage, or become involved in any policy or coverage dispute. If your

matter involves coverage questions, we ask that you let us know in advance so that we do not inadvertently transmit information to your insurer that might somehow affect coverage.

Termination

Our engagement is “at will” and may be terminated by either of us any time by written notice to the other party, subject to any applicable State Bar of Texas rules regarding withdrawal of attorneys.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm may terminate the engagement before the completion of its representation of you if (a) the continued representation would result in a violation of the applicable rules of professional conduct; (b) the termination can be accomplished without material adverse effect on your interests; (c) the firm has a fundamental disagreement with the objective in this engagement; (d) you substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (e) other good cause for termination exist. In the event the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities with respect to matters that we previously handled. T&H will have no continuing obligation to give advice with respect to any future legal developments that may relate to the projects.

Confidentiality and Document Retention

T&H will treat all communications received from you during the engagement as confidential. In addition to the normal protections afforded to our clients, T&H will maintain as confidential all documents received or generated during our representation to which any confidentiality provision applies.

You will have a right of access to case-related or project-related materials prepared on your behalf. At the close of any matter, we may return relevant documents to the client, may send remaining pertinent parts of our files to a private storage facility, or may destroy certain documents. The attorney closing the file will determine, subject to the following paragraph and otherwise with the client, which portion should be returned to the client, which portion should be sent to private storage (and for how long) and which portions are to be destroyed.

You agree that we will own and retain our own business files pertaining to the engagement and that you will not have the right or ability to require us to deliver such files (or copies thereof) to you, including, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and lawyer's internal work product, such as drafts, notes, and internal memoranda prepared by or for the internal use of lawyers. Further, at the discretion of the responsible partner for the project in question, we may destroy any such documentation which is the property of the firm or any documentation which

such partner determines to be duplicative or unnecessary and in all cases without having to obtain your consent.

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding any particular matter or the potential outcome is limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that T&H has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Complaints

The State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800- 932-1900 (toll free).

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both T&H and the District.

We look forward to a long and mutually satisfying relationship with you and the District. If at any time you have a question or concern about any aspect of our representation, please feel free to contact any partner of the firm.



REQUEST FOR APPROVAL OF APPLYING FOR THE LASO CYCLE 4 GRANT

ECISD is requesting approval for the district to apply for the LASO Cycle 4 grant.

This grant will provide support for the following:

- Fund Advanced Placement Computer Science Principles
- PREP Program Allotment: PREP Residency Preservice Program
- PREP Program Allotment: PREP Grow Your Own (GYO) Program
- PREP Program Allotment: PREP Mentorship Program

Administration Recommendation:

Approval of the application for the LASO Cycle 4 Grant



PRESENTATION AND DISCUSSION OF 2024-25 SENATE BILL 1882 PARTNERSHIP PERFORMANCE OUTCOMES

Presentation and discussion of 2024-25 end-of-year academic and financial performance data for Senate Bill 1882 partners - Odessa Family YMCA and STEM Academy. This annual review by the Board of Trustees of the agreed-upon goal progress measures is required by Policy ELA(LOCAL) as well as the contracts between ECISD and each partner. The Student and School Support Division will lead the discussion and be joined by representatives from each partner to share their end of year outcomes and plans for 2025-26.



Senate Bill 1882 Partnerships Annual Review



Alicia Syverson – Associate Superintendent Student and School Support

Agenda



Senate Bill
1882



ECISD
Partnership
Schools



Review
Process



Performance
Assessment



Partner
Presentations

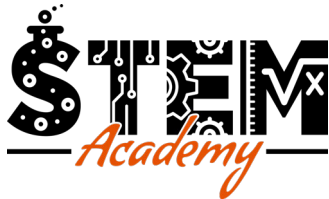
526



Senate Bill 1882, signed in 2017, provides benefits for districts to contract with education partners to promote innovation and improve student outcomes.

- District authorizes an independent in-district school through a careful authorizing process.
- Partner has its own governing board of the campus charter with full authority and accountability for the campus charter's performance and operations
- Partner manages the school and is responsible for outcomes.
- Partner has autonomy over personnel, curriculum, calendar, assessments, and budget.
- District holds partner accountable for performance on academic goals and financial goals through a performance contract.

527



The STEM Academy at UTPB

- Grades K-12
- Authorized
March 29, 2022
- Began operation in
Fall 2022

Performance Review
Fall 2023, 2024, 2025



Odessa Family YMCA Learning Center

- Grade PK3
- Authorized
March 23, 2021
- Began operation in
Fall 2021

Performance Reviews
Fall 2022, 2023, 2024, 2025



Performance Review Cycle per ELA(LOCAL):

1. Approve rigorous performance contracts for all in-district charter schools
2. Annually monitor and publish school results at public meeting of Board
3. In final year of contract term, review performance agreements at public meeting of Board to determine renewal or non-renewal

529

Annual Performance Review in Fall

ALL Schools

- Monitor performance
- If necessary, implement Improvement Plan
- No decisions made

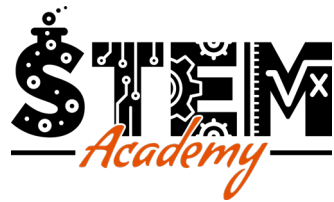
School Decisions in Spring

Schools in Final Contract Year ONLY

- Board votes on renewal or non-renewal, effective at the end of the school year

530

Domains	Metrics
1. Academic Excellence	<ul style="list-style-type: none">• State Accountability• NWEA RIT Achievement and Growth• CIRCLE Progress Monitoring (PK3)
2. Financial Health	<ul style="list-style-type: none">• Annual Financial Audit• Fiscal Management



**STEM Academy
at UTPB**

Shannon Davidson
Executive Director



**Odessa Family YMCA
Learning Center**

Crissy Medina
CEO/President

Sandy Canava
Principal

532

UTPB – STEM Academy



Assessing Performance – STEM Academy

		2024-25 Goal	2024-25 Actual	Goal Met
TEA State Accountability Ratings	Performance Measure #1:			
	Overall Scaled Score	≥85	Meet or Exceed 91	Yes
	Performance Measure #2:			
	Student Achievement Domain	≥86	Meet or Exceed 91	Yes
	Performance Measure #3:			
	Closing the Gaps Domain	≥84%	Meet or Exceed 90	Yes

534

Source: 2025 TEA Accountability Rating Overall Summary

Assessing Performance – STEM Academy

		2024-25 Goal	2024-25 Actual	Goal Met
K-1st NWEA Achievement Data	Performance Measure #4: Percent of students at or above national EOY RIT			
	Reading RIT score	≥45%	74%	Yes
	Performance Measure #5: Percent of students at or above national EOY RIT			
	Math RIT score	≥45%	73%	Yes

535

Source: NWEA MAP RIT - Grade
Report Report 09/25

Assessing Performance – STEM Academy

		2024-25 Goal	2024-25 Actual	Met Goal
STAAR Achievement	Performance Measure #6: % of students at meets standard or above			
	ELA/Reading	≥57%	86% Approaches 60% Meets	Yes
	Performance Measure #7: % of students at meets standard or above			
	Math	≥46%	74% Approaches 42% Meets	No

536

Source: 2025 TEA Accountability Rating
Overall Summary -
Domain I Student Achievement

Assessing Performance – STEM Academy

		2024-25 Goal	2024-25 Actual	Met Goal
2nd - 8th Grade NWEA Growth (Actual)	Performance Measure #8: % of students meeting projected growth			
	Reading Growth	≥60%	63%	Yes
	Performance Measure #9: % of students meeting projected growth			
	Math Growth	≥60%	42%	No
CCMR Ready Graduates (Preliminary)	Performance Measure #10:			
	CCMR Scaled Score	≥86%	98%	Yes

537

Source: NWEA MAP Student Growth
Summary Report Fall 2024 - Spring
2025, TEA 2025 Accountability Rating

Assessing Performance – STEM Academy

Performance Measure #1	2023-24 Unqualified Audit	Completed
Performance Measure #2	Unrestricted Days Cash	
	Days cash \geq 60	
Performance Measure #3	Cash Flow	
	Year 2 Total Cash minus Year 1 Total Cash \geq 0	
Performance Measure #4	Current Financial Statements	
	All statements reflect positive net asset amount	

538



Bright Spots from 2024-25:

Academic Achievement:

- Maintained an **A Rating (91)** overall from TEA Accountability
- **100% Graduation Rate** for Class of 2025
- CCMR Success: 97% of graduates college, career, or military ready
- 8th Grade Science STAAR increased in Meets Grade Level and earned a Distinction in Science- # of students reaching masters.

Dual Credit & College Readiness:

- 579 dual credit courses completed with a 98% pass rate

Student Opportunities:

- Over 800 new student applications received, showing high community demand
- Gifted & Talented services broadened, with increased participation across grade levels

Culture & Engagement:

- Monthly Family Engagement Nights
- Student Success Centers launched tutoring and mentoring sessions with strong participation



Key Opportunities for Growth:

- Strengthen math instruction in grades 3-8
- Graduate 15 Seniors with an Associate's Degree or 60+ credit hours in 2026
- 30% of students meet TSIA score criteria in ELA/Reading by the end of 9th Grade
- 30% of students meet TSIA score or STAAR EOC criteria in mathematics by the end of 11th grade
- 80% of students will earn an ELA or MATH college credit by the end of 12th grade

539

2025-26 Priorities and Goals

1. Expand Project-Based Learning (PBL) Across All Grade Levels:

Integrate PBL consistently across K–12 so that all students participate in at least one showcase or authentic project per semester. PBL will serve as a vehicle to deepen critical thinking, communication, and collaboration.

2. Foster a Culture of Excellence and Student Support:

Promote student success through engagement structures such as Success Centers, SPARKS clubs, extracurricular opportunities, morning announcements, and family engagement nights.

3. Advance College Readiness through Dual Credit and TSIA2 Success:

Increase college readiness by ensuring that 80% of graduates earn an ELAR or Math college credit by 12th grade, with a focus on early TSIA2 readiness (30% of 9th graders in Reading and 30% of 11th graders in Math meeting benchmarks).



Odessa Family YMCA Learning Center



Assessing Performance – YMCA

		2024-25 Goal	2024-25 Actual	Goal Met
Academic Performance Measures	Performance Measure #1:			
	CLI Phonological Awareness	≥68%	91%	yes
	Performance Measure #2:			
	CLI Mathematics	≥68%	89%	yes

542

Source: CLI Data 9/2025

Assessing Performance – YMCA

Performance Measure #1	Unqualified Audit	
Performance Measure #2	Current Ratio	23.99
	Assets divided by Liabilities ≥ 1.0	
Performance Measure #3	Unrestricted Days Cash	65.33
	Days cash ≥ 60	
Performance Measure #4	Cash Flow	\$38,546
	Year 2 Total Cash minus Year 1 Total Cash ≥ 0	
Performance Measure #5	Current Financial Statements	
	All statements reflect positive net asset amount	

543



Bright Spots from 2024-25:

- Highest enrollment number of students surpassing prior years
- Surpassed *NEW* increased CLI testing target goals
- PreK3 program showcase through informational tours
(*Empower Schools & TAASPYC Symposium*)



Key Opportunities for Growth:

- Market / provide informational resources to bilingual families
- Choice school application availability for early lottery
- Promote key opportunities / benefits of the school to fill enrollment to capacity

544

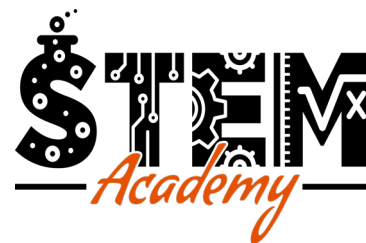


2025-26 Priorities and Goals
1. Candidate for Choice School for the lottery selection
2. Honor transfers based on parent request
3. Align efforts for new/existing regulatory stipulations to ensure compliance (SB12, TEA, Childcare licensing, IDEA etc.)
4. Provide purposeful opportunities to tell "our" story

545



THANK YOU!



546



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
 SEPTEMBER 30, 2025

FOR 2026 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
199 GENERAL FUND							
00 GENERAL LEDGER AND REVENUE	-369,185,000	-1,004,500	-370,189,500	-52,427,785.59	.00	317,761,714.41	14.2%
11 INSTRUCTION	211,629,923	1,049,523	212,679,446	34,989,875.22	137,614,682.90	40,074,887.88	81.2%
12 INSTRUCTIONAL RES & MEDIA SERV	2,020,954	126,912	2,147,866	424,330.74	1,144,003.46	579,531.80	73.0%
13 CURRICULUM & STAFF DEVELOPMENT	9,347,135	0	9,347,135	1,743,715.06	4,273,600.86	3,329,819.08	64.4%
21 INSTRUCTIONAL LEADERSHIP	5,662,506	0	5,662,506	1,266,616.51	3,233,434.84	1,162,454.65	79.5%
23 SCHOOL LEADERSHIP	21,728,046	0	21,728,046	5,144,845.87	14,180,962.86	2,402,237.27	88.9%
31 GUID, COUNS & EVALUATION SERVS	17,546,309	0	17,546,309	3,771,331.57	12,476,692.63	1,298,284.80	92.6%
32 SOCIAL WORK SERVICES	1,732,378	0	1,732,378	286,061.15	1,375,911.77	70,405.08	95.9%
33 HEALTH SERVICES	3,257,259	0	3,257,259	628,248.67	2,404,700.04	224,310.29	93.1%
34 STUDENT TRANSPORTATION	11,909,952	566,912	12,476,864	1,506,596.33	5,371,301.12	5,598,966.55	55.1%
36 CO/EXTRACURRICULAR ACTIVITIES	8,113,940	51,870	8,165,810	1,711,330.25	2,900,462.86	3,554,016.89	56.5%
41 GENERAL ADMINISTRATION	9,310,815	40,532	9,351,347	2,174,682.85	5,283,232.37	1,893,431.78	79.8%
51 FACILITIES MAINT & OPERATIONS	39,715,583	961,024	40,676,607	7,230,728.82	19,872,134.00	13,573,744.18	66.6%
52 SECURITY & MONITORING SERVICES	6,640,841	0	6,640,841	2,240,100.53	4,067,222.03	333,518.44	95.0%
53 DATA PROCESSING SERVICES	14,904,098	372,870	15,276,968	2,993,227.69	5,072,496.73	7,211,243.58	52.8%
61 COMMUNITY SERVICES	1,500,512	0	1,500,512	330,002.19	1,056,636.86	113,872.95	92.4%
71 DEBT SERVICE	1,359,000	0	1,359,000	205,829.63	510,110.37	643,060.00	52.7%
81 FACILITIES ACQUISITION & CONST	4,431,749	818,906	5,250,655	894,307.01	1,575,522.81	2,780,825.18	47.0%
99 INTERGOVERNMENTAL CHARGES	2,374,000	0	2,374,000	495,402.50	1,878,597.50	.00	100.0%
TOTAL GENERAL FUND	4,000,000	2,984,049	6,984,049	15,609,447.00	224,291,706.01	-232,917,104.01	3435.0%
TOTAL REVENUES	-369,710,000	-1,004,500	-370,714,500	-52,427,785.59	.00	-318,286,714.41	
TOTAL EXPENSES	373,710,000	3,988,549	377,698,549	68,037,232.59	224,291,706.01	85,369,610.40	
GRAND TOTAL	4,000,000	2,984,049	6,984,049	15,609,447.00	224,291,706.01	-232,917,104.01	3435.0%

549

** END OF REPORT - Generated by BAUMANN, DUSTY **

SCHOOL NUTRITION (240) YTD BUDGET REPORT
 SEPTEMBER 30, 2025

FOR 2026 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
240 SCHOOL NUTRITION							
00 GENERAL LEDGER AND REVENUE	-21,827,628	0	-21,827,628	-4,176,838.43	.00	-17,650,789.57	19.1%
35 FOOD SERVICE	21,827,628	550,457	22,378,085	3,294,800.40	10,342,578.98	8,740,705.62	60.9%
TOTAL SCHOOL NUTRITION	0	550,457	550,457	-882,038.03	10,342,578.98	-8,910,083.95	1718.7%
TOTAL REVENUES	-21,827,628	0	-21,827,628	-4,176,838.43	.00	-17,650,789.57	
TOTAL EXPENSES	21,827,628	550,457	22,378,085	3,294,800.40	10,342,578.98	8,740,705.62	
GRAND TOTAL	0	550,457	550,457	-882,038.03	10,342,578.98	-8,910,083.95	1718.7%

** END OF REPORT - Generated by BAUMANN, DUSTY **

DEBT SERVICE (599) YTD BUDGET REPORT
 SEPTEMBER 30, 2025

FOR 2026 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
599 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-48,949,768	0	-48,949,768	-694,901.75	.00	-48,254,866.25	1.4%
71 DEBT SERVICE	48,949,768	0	48,949,768	31,129,646.27	9,692,023.64	8,128,098.09	83.4%
TOTAL DEBT SERVICE FUND	0	0	0	30,434,744.52	9,692,023.64	-40,126,768.16	100.0%
TOTAL REVENUES	-48,949,768	0	-48,949,768	-694,901.75	.00	-48,254,866.25	
TOTAL EXPENSES	48,949,768	0	48,949,768	31,129,646.27	9,692,023.64	8,128,098.09	
GRAND TOTAL	0	0	0	30,434,744.52	9,692,023.64	-40,126,768.16	100.0%

** 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 October 2025

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
1	10/03/2025	26004346	ROBERT MADDEN INDUSTRIES LTD	\$ 413,388	PHS MAIN BUILDING HEATING SYSTEM 4 - LOCHINVAR PBN5000-M9 BOILERS 4 - 4X4X7 TACO INLINE DEDICATED BOILER CIRCULATORS 2 - TACO HORIZONTAL SPLIT CASE BASE MOUNTED BUILDING HOT WATER PUMPS 2 - YASKAWA 15hp 480V VFD 1 - CO MONITOR	BUYBOARD 720-23	693-81-6639-00-003-99-65624	KENT CLARK	MAINTENANCE SERVICES
2	10/14/2025	26004692	ODESSA COLLEGE	\$ 405,030	OC CORE DUAL TUITION - PHS	INTERLOCAL AGREEMENT ECISD AND ODESSA COLLEGE	199-11-6223-DC-003-38-	CHARLETTA WASHINGTON	CAREER & TECHNOLOGY
3	10/08/2025	26004542	CDW-G	\$ 374,910	TEACHER DEVICE REFRESH #1 250 - DELL CTO PB13250 U7 265U 512 32 W11H	SOURCEWELL 121923-ECTOR COUNTY ISD (121923)	199-11-6397-99-864-11-	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
4	10/28/2025	26005214	SUMMIT K12 HOLDING INC	\$ 188,700	SUMMIT K12 6,500 - TX Connect to Literacy ELD 500 - TX Connect to Literacy ELD-Teacher	BUYBOARD 748-24	199-11-6248-89-875-24-	MIRIAMN AVARRETE	BILINGUAL ⁵⁵⁴ EDUCATION
5	10/14/2025	26004691	ODESSA COLLEGE	\$ 136,845	OC CORE DUAL TUITION - OHS	INTERLOCAL AGREEMENT ECISD AND ODESSA COLLEGE	199-11-6223-DC-002-38-	CHARLETTA WASHINGTON	CAREER & TECHNOLOGY
6	10/28/2025	26005200	GRAND FUND INC	\$ 110,565	PHS BAND STATE MARCHING CONTEST 250 - Hotel rooms x 2 nights 309 - Food- Students \$35 x 3 days 66 - Food- Adults \$74 x 3 days 12 - Bus/truck parking	REGION 18 ESC R18-626-705-136	199-36-6412-51-003-99-	THELMA CHAPA	FINE ARTS
7	10/16/2025	26004810	TEXAS TECH HEALTH SCIENCES CTR	\$ 63,000	25-26 BLENDED LEARNING PROFESSIONAL LEARNING TUITION FOR FALL/ SPRING/ SUMMER- COHORT (1) 21K, COHORT (2) 42K	ECISD AWARDED RFP 22-03 FINAL RENEWAL	429-13-6411-BL-864-11-45526	JESSICA MARICHALA	INFORMATION TECHNOLOGY
8	10/16/2025	26004822	ODESSA COLLEGE	\$ 62,062	CORE DUAL CREDIT TUITION - NTO	INTERLOCAL AGREEMENT ECISD AND ODESSA COLLEGE	199-11-6223-DC-011-38-	CHARLETTA WASHINGTON	CAREER & TECHNOLOGY
9	10/02/2025	26004300	KELLY EVANS CONSTRUCTION. LLC	\$ 52,765	HAYS PLAYGROUND RAMP & STEPS 70' X 9' RAMP FROM SIDEWALK AT DOOR TO TRACK (EAST SIDE OF BUILDING) 30' X 6' STEPS (10 STEPS) FROM EDGE OF SIDEWALK AT CORNER OF BUILDING (EAST SIDE OF BUILDING) WITH MOBILIZATION	ECISD AWARDED RFP 23-34	199-51-6246-00-955-99-	KENT CLARK	MAINTENANCE SERVICES

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

MEMORANDUM

TO: Dr. Keeley Boyer, Superintendent of Schools

FROM: Dr. Matthew Spivy, Chief Human Capital Officer

RE: Routine Personnel Report for October 2025

DATE: 10/31/2025

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
DEREK WOOTEN	ORCHESTRA DIRECTOR MIDDLE SCHOOL	WILSON AND YOUNG MIDDLE SCHOOL	10/06/25
IRENE GUTIERREZ	ELAR	CROCKETT MIDDLE SCHOOL	10/09/25
JENIFFER DE LA ROSA SANCHEZ	SECONDARY SPED INC/RES	ECTOR MIDDLE SCHOOL	10/01/25
QUINESHA JOHNSON	ELAR	NIMITZ MIDDLE SCHOOL	10/21/25
CARLOS RABANEDA TRAVE	MCL1	BONHAM MIDDLE SCHOOL	10/24/25
VAN VALEZUELA	ISS TEACHER	ODESSA HIGH SCHOOL	10/27/25

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
WENDY GAMBOA	SPECIALIST, CAMPUS READING	DOWLING ELEMENTARY	10/15/25
JESSICA ALVAREZ	COUNSELOR, ELEM	CAVAZOS ELEMENTARY	10/21/25
NOEMI MORALES	NURSE	BOWIE ELEMENTARY	10/17/25

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
ARMSTRONG HANNA	3RD	GOLIAD ELEMENTARY	10/07/25
HANDEWELLA NEEDRA	KINDER	GONZALES ELEMENTARY	10/31/25
RAMOS AHIDAY	3RD REG	BUICE ELEMENTARY	10/24/25
BRITO ESCARCEGA ROSA	5TH BIL	DOWLING ELEMENTARY	10/24/25

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
JENNIFER ALVAREZ	ELAR	NIMITZ MIDDLE SCHOOL	10/07/25
DAVAUGHN THORNTON	ENGLISH/COACH	PERMIAN HIGH SCHOOL	10/06/25
COURTNEE SIMONDS	CHOIR DIRECTOR MIDDLE SCHOOL	NIMITZ MIDDLE SCHOOL	10/21/25
CARLOS MEDELLIN	ENGLISH	PERMIAN HIGH SCHOOL	10/31/25
DIANE LIVESAY	CULINARY ARTS	ADVANCED TECHNICAL CENTER	10/31/25
TRAVIS COOPER	AGRICULTURE	ODESSA HIGH SCHOOL	10/31/25

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE