Agenda of Board Meeting
November 16, 2026
The Board of Trustees
Wichita Falls Independent School District

In Compliance with the Texas Government Code, Chapter 551, Subchapter C, the Board of Trustees of the Wichita Falls Independent School District will meet for a Board Meeting at 6:00 PM, on November 16, 2026, in the Board Room at the Education Center, 1104 Broad St, Wichita Falls, TX 76301.

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

I. **CALL TO ORDER AND OPENING STATEMENT**
II. **PRESENTATION OF COLORS**
III. **INVOCATION**
IV. **PRESENTATIONS**
V. **BOARD MATTERS**
A. Administer Statement of Elected Officer and Oath of Office to Newly Elected Trustee
B. Election of Board Officer
VI. **PUBLIC COMMENT**
VII. **REPORTS OR SPECIAL DISCUSSION ITEMS**
A. McNiel Elementary Campus Update 3
B. Barwise Middle School Campus Update 4
VIII. **SUPERINTENDENT REPORT**
IX. **CONSENT AGENDA**
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X. **FINANCIAL SERVICES**
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B. Construction Method for Sheppard Elementary Project 15
C. One Time Payment
D. Purchase of Inventionland Artistic and Design Consulting 16
E. Approval of Disaster Recovery Master Service Agreement 18
XI. **SCHOOL ADMINISTRATION**
A. Consider and Approve the Targeted Improvement Plans for Zundy Elementary, Cunningham Elementary, Fain Elementary, and Booker T. Washington 44
XII. **HUMAN RESOURCES**
A. Discuss and Take Possible Action to Approve an Early Notification of Retirement or Resignation Incentive for the 2026–2027 School Year 45
B. Applicant Pool
XIII. **BOARD MATTERS**
A. Closed Session:
1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees *(Pursuant to Texas Government Code 551.074)*
2. Discussions Regarding Proposed Resignation Agreement *(Pursuant to Texas Government Code Section 551.074)*
3. Consultation with Legal Counsel Regarding Proposed Resignation Agreement *(Pursuant to Texas Government Section Code 551.071)*

B. Open Session:

1. Consideration and Possible Action Regarding Resignation Agreement for A. Smith

XIV. **ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on Tuesday, November 10, 2026 at 5:00 pm.

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For the Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
November 16, 2026

Agenda Item:	McNiel Elementary School Progress Update
Administrator Responsible:	Jeff Hill, Executive Director of Elementary Schools Kelli Roberts, McNiel Elementary Principal
Attachments:	No Attachment

_____Action Needed _____Future Action ___X___Presentation _____Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees receive information regarding school progress performance data from McNiel Elementary School as presented by Kelli Roberts, Principal of McNiel Elementary School, submitted by Mr. Jeff Hill, Executive Director of Elementary Schools, and as recommended by Dr. Donny Lee, Superintendent of Schools.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 16, 2026

Agenda Item:	Barwise School Progress Update
Administrator Responsible:	Dr. Cody Blair, Executive Director of Secondary Schools Kyle Davenport, Barwise Middle School Principal
Attachments:	No Attachment

_____Action Needed _____Future Action ___X___Presentation _____Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees receive information regarding school progress performance data from Barwise Middle School as presented by Kyle Davenport, Principal of Barwise Middle School, submitted by Dr. Cody Blair, Executive Director of Secondary Schools, and as recommended by Dr. Donny Lee, Superintendent of Schools.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 16, 2026

Agenda Item:	Minutes
Administrator Responsible:	Dr. Donny Lee, Superintendent of Schools
Attachments:	Minutes of Work Session, October 12, 2026 Minutes of Regular Meeting, October 19, 2026

_X___Action Needed _____Future Action _____Presentation _____Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the proposed minutes of a work session on October 12, 2026 and a regular meeting on October 19, 2026 as submitted by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The following are copies of the minutes referenced above. These minutes will become official upon approval by the Board.

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES WFISD ADMINISTRATION BUILDING – BOARD ROOM
WORK SESSION MEETING OCTOBER 12, 2026

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a work session meeting on the above date. The meeting was called to order at 5:00 p.m. by Mr. Mark Lukert, board president.

Board members present: Mr. Mark Lukert, Ms. Katherine McGregor, Mr. Jim Johnson, Ms. Sandy Camp, Ms. Susan Grisel, Ms. Diann Scroggins and Mr. John Barnard. Mr. Lukert noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Ms. Leah Horton, Chief Financial Officer, Ms. Vanessa Dishman, Executive Assistant to the Superintendent of Schools, Ms. Jennifer Spurgers, Director of Human Resources, Ms. Keli Sims, Administrative Assistant to the Director of HR, Mr. Jeff Hill, Executive Director of Elementary Schools, Dr. Cody Blair, Executive Director of Secondary Schools, Dr. Jeff Brasher, Executive Director of Operations, Ms. Alefia Paris-Toulon, Executive Director of Special Programs, Ms Trish Potts, Internal Auditor, Mr. Shannon Troester, Risk & Contract Manager, Ms. Nayna Torres, Assets/Records/Textbook Manager, Ms. Amy Simmons, Cunningham Elementary Principal, Mr. Jared Jacobs, Cunningham Elementary Assistant Principal and Ms Becky Hernandez, Zundy Elementary Principal.

Others present: community member and KAUZ media.

INVOCATION:
Mr. Mark Lukert.

PUBLIC COMMENT:
None

REPORTS OR SPECIAL DISCUSSIONS

CUNNINGHAM AND ZUNDY ELEMENTARY UPDATES
Mr. Jeff Hill, Executive Director of Elementary Schools, introduced Ms. Amy Simmons, Principal of Cunningham Elementary, and Ms. Becky Hernandez, Principal of Zundy Elementary, to present an update regarding the 2025–2026 campus accountability ratings.
Ms. Simmons and Ms. Hernandez detailed the baseline metrics for their respective campuses, noting that Cunningham Elementary received a "D" rating and Zundy Elementary received an "F" rating for the 2025–2026 academic year. The principals provided an overview of the state's accountability framework and explained the specific methodologies used to calculate these campus grades.
As part of their immediate intervention strategies, both administrators presented recent data collected from newly implemented teacher walkthrough initiatives. This reporting included:
• The total volume of classroom walkthroughs conducted to date
• The number of teachers reviewed
• The average scores derived from these evaluations
In conclusion, Ms. Simmons and Ms. Hernandez outlined their targeted campus turnaround strategies. They presented specific action plans designed to accelerate student learning, optimize instructional delivery, and systematically improve future assessment outcomes.

FINANCIAL SERVICES:

FINANCIAL REPORTS AS OF AUGUST 31, 2026
Ms Katherine McGregor, seconded by Mr. John Barnard, motioned that the Wichita Falls Independent School District Board of Trustees approve financial reports as submitted by Ms. Leah Horton, Chief Financial Officer and recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 7-0

BUDGET ADMENDMENTS FOR SEPTEMBER 2026
Ms. Susan Grisel, seconded by Ms. Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve the budget amendments as submitted by Ms. Leah Horton, Chief Financial Officer and recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 7-0

PURCHASE OF EDUPHORIA
Ms Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees approve the purchase of Eduphoria through Region 10 in the amount of $115,395.00 as recommended by Dr. Donny Lee, Superintendent of Schools

This item will be placed on the consent agenda for the regular meeting on October 19, 2026

PURCHASE OF VMWARE
Ms Sandy Camp, seconded by Ms. Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve the purchase of VMWare 3-year renewal from Netsync Network Solutions for a total cost to the district of $87,530.19 (paid over three years) as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools

Carried unanimously by a vote of 7-0

PURCHASE OF EMERGENCY LINES FOR ELEVATORS
Ms Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees approve the purchase of AirDial elevator communication services from Zayo Group for a total cost to the district of $39,764.76 over three years as recommended by Dr. Donny Lee, Superintendent of Schools.

This item will be placed on the consent agenda for the regular meeting on October 19, 2026

RESOLUTION FOR ONCOR EASEMENT
Mr. Shannon Troester, Risk and Contract Manager requested that the Wichita Falls Independent School District Board of Trustees approve the resolution granting an Aerial Easement and Right of Way to Oncor Electric Delivery Company LLC as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

Ms Katherine McGregor had questions regarding to the actual use of the easements and asked for more information to be provided at the next board of trustees meeting.

Item tabled and will be placed agenda for the regular meeting on October 19, 2026

DISTRICT OPERATIONS

POLICY CHANGES-FIRST READING
Dr. Jeff Brasher, Executive Director of Operations requested that the Wichita Falls Independent School District Board of Trustees review the (LOCAL) policies that were updated due to an administration position change submitted by Dr. Jeffrey L. Brasher, Executive Director of Operations, and as recommended by Dr. Donny Lee, Superintendent of Schools.

PIA NON-BUSINESS DAYS
Ms Susan Grisel, seconded by Mr. Jim Johnson, motioned that the Wichita Falls Independent School District Board of Trustees approve the dates of December 21, 22, 23, 28, 29, 30, 31 and March 17, 18 & 19 as board designated non-business days for the purpose of Public Information Requests as submitted by Nayna Torres, Records/Fixed Assets/Textbooks Manager and as recommended by Dr. Donny Lee, Superintendent of Schools

Carried unanimously by a vote of 7-0

HUMAN RESOURCES:

PERSONNEL REPORT
Ms. Jennifer Spurgers, Director of Human Resources, reported to the Wichita Falls Independent School District Board of Trustees a review of employee resignations/retirements that have been submitted since the last Work Session board meeting. The resignations/retirements have been accepted by Dr. Donny Lee, Superintendent of Schools, in accordance with the requirements of Policy DFE (LOCAL).

TEACHER APPLICANT POOL
Ms. Diann Scroggins, seconded by Ms. Susan Grisel, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool and addendum.

Carried unanimously by a vote of 7-0

BOARD MATTERS:

WFISD TRAINING HOURS

Mr. Mark Lukert announced the Board of Trustees continuing education requirement status. Under State Board of Education Rule, completing required continuing education each year of service is a basic obligation and expectation of any sitting board member.

There are ten training areas for board member continuing education:

1. Local District Orientation
2. Orientation to the Texas Education Code
3. Evaluating and Improving Student Outcomes
4. Sexual Abuse, Human Trafficking, and Other Maltreatment of Children
5. School Safety
6. Parental Rights
7. Cybersecurity
8. Artificial Intelligence
9. Team Building
10. Additional Required Training

To the extent applicable to each board member, I will announce the completion or deficiency as to required training.

Local District Orientation:

No new board members were required to complete local district orientation training for the time period covered by this announcement.

Orientation/Update to the Texas Education Code:

No new board members were required to complete Orientation to the Texas Education Code training for the time period covered by this announcement.

Evaluating Student Academic Performance and Setting Goals:

The following board members have completed the biennial training on evaluating student academic performance and setting goals: Mark Lukert, Sandy Camp, Susan Grisel, Jim Johnson, Katherine McGregor and John Barnard. Since this training was completed through Lonestar Governance, Diann Scroggins will complete this at a later date with the new board member.

Sexual Abuse, Human Trafficking, and Other Maltreatment of Children:

The following board members will complete this biennial training by October 2027: Susan Grisel, Sandy Camp, Katherine McGregor, Jim Johnson, Diann Scroggins, and John Barnard.

School Safety:

The following board members have completed the biennial training School Safety: John Barnard

The following board members will complete the biennial training by October 2027: Susan Grisel, Sandy Camp, Katherine McGregor, Jim Johnson, Diann Scroggins.

Parental Rights:

The following board members have completed the annual training: Susan Grisel, Sandy Camp, Katherine McGregor, Jim Johnson, Diann Scroggins, John Barnard.

Cybersecurity:

The following board members will complete the biennial training by October 2027: Susan Grisel, Sandy Camp, Katherine McGregor, Jim Johnson, Diann Scroggins, and John Barnard.

Artificial Intelligence:

The following board members will complete the biennial training by October 2027: Susan Grisel, Sandy Camp, Katherine McGregor, Jim Johnson, Diann Scroggins, and John Barnard.

Team Building (Team of 8):

The following board members have completed the annual training: Susan Grisel, Sandy Camp, Katherine McGregor, Jim Johnson, Diann Scroggins, John Barnard.

Additional Required Training

All board members have met the required amount of continuing education training

BOARD MINUTES:

Dr. Donny Lee, Superintendent of Schools requested that the Wichita Falls Independent School District Board of Trustees approves the proposed minutes of a work session on September 14, 2026, a public hearing on September 21, 2026, and a regular meeting on September 21, 2026 as submitted by Dr. Donny Lee, Superintendent of Schools.

These items will be placed on the consent agenda for the regular meeting on October 19, 2026

UPCOMING EVENTS
Ms. Ashley Thomas, Communications Officer, informed the Board of Trustees on the events happening around the district.

RECESS:
Mr. Mark Lukert, board president, recessed the work session to go into closed session at 6:23 pm.

CLOSED SESSION:
1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)
2. Deliberations Regarding Abandonment of Contract by Teacher and the Attempt to Resign (Pursuant to Texas Government Code 551.074)
3. Deliberations Regarding Notifications to the State Board for Educator Certification of Teacher Contract Abandonment (Pursuant to Texas Government Code 551.074)

OPEN SESSION:
Mr. Mark Lukert, board president, called the meeting back into open session at 7:08 pm.

TEACHER CONTRACT ABANDONMENT

Mr. Jim Johnson, seconded by Ms. Susan Grisel, moved that the Wichita Falls Independent School District Board of Trustees issue a finding in accordance with Texas Education Code Section 21.210 (c) and 19 Texas Administrative Code 249.14(g), that good cause did not exist for Codi Long, a probationary contract teacher, to abandon her employment contract, abandon her position, and attempt to resign from Wichita Falls ISD.

Carried unanimously by a vote of 7-0

Ms Katherine McGregor, seconded by Ms Sandy Camp, moved that the Wichita Falls Independent School District Board of Trustees issue a finding in accordance with Texas Education Code Section 21.210 (c) and 19 Texas Administrative Code 249.14(g), that good cause did not exist for Sydney Woolsey, term contract librarian, to abandon her employment contract, abandon her position, and attempt to resign from Wichita Falls ISD.

Carried unanimously by a vote of 7-0

NOTIFICATION TO TEA OF CONTRACT ABANDONMENT

Mr. Jim Johnson, seconded by Ms. Susan Grisel, moved that the Wichita Falls Independent School District Board of Trustees authorize Mr. Mark Lukert, Board President, to send a letter to the State Board for Educator Certification seeking sanctions for Codi Long, a probationary contract teacher, for abandonment of her employment contract.

Carried unanimously by a vote of 7-0

Ms Katherine McGregor, seconded by Ms Sandy Camp, moved that the Wichita Falls Independent School District Board of Trustees authorize Mr. Mark Lukert, Board President, to send a letter to the State Board for Educator Certification seeking sanctions for Sydney Woolsey, a term contract librarian, for abandonment of her employment contract.

Carried unanimously by a vote of 7-0

ADJOURNED:

With no more action to take, Mr. Mark Lukert, board president, adjourned the meeting from closed session at 7:10 pm.

_____ _____

President, Board of Trustees Secretary, Board of Trustees

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
ED CENTER, BOARD ROOM
REGULAR SESSION MEETING OCTOBER 19, 2026

CALL TO ORDER AND OPENING STATEMENT:
The Board of Trustees of the Wichita Falls Independent School District met in a regular session meeting on the above date. The meeting was called to order at 6:00 p.m. by Mr. Mark Lukert, board president.

Board members present: Mr. Mark Lukert, Mr. Jim Johnson, Ms. Sandy Camp, Mr. John Barnard, and Ms. Diann Scroggins. Ms. Susan Grisel and Ms Katherine McGregor were absent. Mr. Lukert noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Dr. Jeff Brasher, Executive Director of Operations, Ms. Leah Horton, Chief Financial Officer, Ms. Ashley Thomas, Communications Officer, Ms. Vanessa Dishman, Executive Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant to the Director of HR, Mr. Jeff Hill, Executive Director of Elementary Schools, Ms Jennifer Spurgers, Director of Human Resources, Dr. Cody Blair, Executive Director of Secondary Schools, Ms. Alefia Paris-Toulon, Executive Director of Special Programs, Ms. Trish Potts, Internal Auditor, Mr. R. Michael Forney, Rider Middle School Principal, Dr. Tristan Browne, Burgess Elementary Principal, Mr. Shannon Troester, Risk & Contract Manager, Mr. Kevin Hodge, Legacy ROTC Instructor, Mr. Rob Woodard, Memorial Girls Soccer Coach, Dr Kerris Shillingford, Burgess AP, Ms. Brenda DeLeon, Barwise AP, Lt. Donny Johns, WFISD PD, Officer Caleb Myers, WFISD PD, Officer Cody Strickland, WFISD PD and Dr. Karen Garza, TEA Conservator.

Also present: Parents, family members and Burgess staff

PRESENTATION OF COLORS:
Legacy High School JROTC

INVOCATION:
Ms. Diann Scroggins gave the invocation.

PUBLIC COMMENT:
None

REPORTS OR SPECIAL DISCUSSION ITEMS

MEMORIAL HIGH SCHOOL SOCCER TEAM ACADEMIC AWARD
The Wichita Falls Independent School District Board of Trustees recognized Memorial High School Girls Soccer players for receiving the Team Academic Award for the 2025-2026 school year. The 2025-2026 Lady Mavericks Soccer Team has been recognized with the United Soccer Coaches Team Academic Award. Out of 130 teams recognized nationwide, only six were from Texas—and the Lady Mavericks had the second-highest team GPA in the state. This is the second year in a row LMS has received this award. This honor reflects the dedication, discipline, and hard work our student-athletes show both on the field and in the classroom.

BURGESS ELEMENTARY & RIDER MIDDLE SCHOOL CAMPUS UPDATES
Mr. Jeff Hill, Executive Director of Elementary Schools introduced Dr. Tristan Browne, Principal of Burgess Elementary and Dr Cody Blair introduced Mr. Michael Forney, Rider Middle School Principal to present updates regarding the 2025–2026 campus accountability ratings and current campus information.
Dr. Browne and Mr. Forney detailed the baseline metrics for their campuses noting that they received a "D" and “C” respectively for the 2025–2026 academic year. The principals provided information regarding the schools’ student demographics and where their focus of improvement will be for the 2026-2027 year. They presented recent data collected from newly implemented teacher walkthrough initiatives. This reporting included:
• The total volume of classroom walkthroughs conducted to date
• The number of teachers reviewed
• The average scores derived from these evaluations
In conclusion, Dr. Browne and Mr. Forney outlined their targeted campus turnaround strategies. They presented specific action plans designed to accelerate student learning, optimize instructional delivery, and systematically improve future assessment outcomes.

DR GARZA REPORT

Dr. Karen Garza, Texas Education Agency (TEA) appointed Conservator for Wichita Falls ISD (WFISD), provided an update on district progress and operations:

• Background and Purpose: Dr. Garza reviewed her role and objectives as the state-appointed conservator for the district.

• District Progress and Instruction: She reported on the progress achieved since the start of her tenure, commending Superintendent Dr. Donny Lee and the leadership staff for their dedicated efforts. She highlighted several targeted improvements currently being made to classroom instruction to elevate overall student outcomes.

• EDFA Recognition: The district was officially named an "Exemplar" by the EDFA program administrator. Out of the seven districts currently participating in the program, WFISD was recognized as the top performer in successfully implementing the new EDFA mathematics instructional model.

• Looking Forward: Dr. Garza noted that while substantial work remains ahead, the performance goals established by the district are fully attainable.

SUPERINTENDENT'S REPORT:

Dr. Donny Lee, Superintendent of Schools, began his report by presenting Officers Caleb Myers and Cody Strickland with WFISD Culture Coins. Officers Myers and Strickland were seen in a social media video literally carrying students on their backs over a large puddle last week during the heavy rain at Rider Middle School morning drop off. These officers went above and beyond to do what they could to help the students of our district.

Dr Lee then gave his report to the Board of Trustees on the following:

Current enrollment: 12,000

Current ADA: 94.23%

Classrooms Visited: 134, each campus twice @ 4 classroom each

Reviewed the Classroom Observation Tool that is used in the Walkthroughs

Multiple Response Strategies are a point of emphasis

Teacher knows in real time that the students are learning it

Reviewed the following:

Reading Board Outcome goals
Reading Progress Measures
Math Board Outcome goals
Math Progress Measures
CCMR Outcome Goals
Superintendent Constraints and Progress Measures

WFISD in the news:

Local: COOL: Connected Options for Online Learning
Nov 11 or 12-Community Interest Inventory
Posting Reels about COOL on Instagram
Homeschool Coalition through Tx St Rep. James Frank
CTE District of Distinction

State: The Texas Tribune: Dr Lee quoted in article "Mike Morath wanted Texas to reach No. 1 in education. Test scores show there's more work to do"

Nation: New York Times: Dr Lee quoted in article "For Texas Schoolchildren, Minor Misbehavior Can Mean Criminal Charges"

Senate Bill 10 Update: Email regarding the non-compliance with the 10 Commandments posted in classroom rule. The district is complying and the classrooms that did not have them posted were packing to move campuses.

Classroom Observations Schedule for October 21 was posted and the board was invited to attend.

Daddy Daughter Dances ware a success, 420 participants total and almost $10,000 raised for the WFISD Foundation

BOARD MATTERS

APPROVAL OF WFISD 1, 2, AND 5 YEAR GOALS

Ms Sandy Camp, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the WFISD 1, 2, and 5-year Goals as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

APPROVAL OF READING OUTCOME GOALS

Mr. Jim Johnson, seconded by Mr. John Barnard, moved that the Wichita Falls Independent School District Board of Trustees approve the Reading Outcome Goals as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

APPROVAL OF READING PROGRESS MEASURES

Mr. John Barnard, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the Reading Progress Measures as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

APPROVAL OF MATH OUTCOME GOALS

Ms. Diann Scroggins, seconded by Mr. Jim Johnson, moved that the Wichita Falls Independent School District Board of Trustees approve the Math Outcome Goals as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

APPROVAL OF MATH PROGRESS MEASURES

Ms. Sandy Camp, seconded by Mr. John Barnard, moved that the Wichita Falls Independent School District Board of Trustees approve the Math Progress Measures as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

APPROVAL OF CCMR OUTCOME GOALS

Mr. Jim Johnson, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the CCMR Outcome Goals as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

APPROVAL OF CCMR PROGRESS MEASURES

Ms. Diann Scroggins, seconded by Mr. John Barnard, moved that the Wichita Falls Independent School District Board of Trustees approve the CCMR Progress Measures as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

APPROVAL OF SCHOOL BOARD MONITORING CALENDAR

Mr. John Barnard, seconded by Mr. Jim Johnson, moved that the Wichita Falls Independent School District Board of Trustees approve the School Board Monitoring Calendar as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

APPROVAL OF SUPERINTENDENT RESTRAINTS

Mr. Jim Johnson, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the Superintendent Restraints as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

APPROVAL OF SUPERINTENDENT PROGRESS MEASURES

Ms. Sandy Camp, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the Superintendent Progress Measures as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

CONSENT AGENDA

MINUTES FROM SEPTEMBER MEETINGS
PURCHASE OF EDUPHORIA
PURCHASE OF EMERGENCY LINES FOR ELEVATORS

Mr. Jim Johnson, seconded by Mr. John Barnard, moved that the Wichita Falls Independent School District Board of Trustees approve the consent agenda items as submitted.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

***FINANCIAL SERVICES*:**

BOARD RESOLUTION FOR ONCOR EASEMENT
Mr. Jim Johnson, seconded by Mr. John Barnard, motioned that the Wichita Falls Independent School District Board of Trustees approve the resolution with Oncor for air access to the district easement at Memorial High School as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

DISTRICT OPERATIONS

POLICY CHANGES-2ND READING
Mr. John Barnard, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the change to policies DBD, FDA, FDB, FM, all (LOCAL) as submitted by Dr. Jeffrey Brasher, Executive Director of Operations and recommended by Dr. Donny Lee, Superintendent of Schools

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

HUMAN RESOURCES:

TEACHER APPLICANT POOL ADDENDUM
Ms. Sandy Camp, seconded by Ms Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool addendum.

Carried unanimously by a vote of 5 – 0, Ms. Grisel and Ms. McGregor were absent

RECESS:
Mr. Mark Lukert, board president, recessed the work session to go into closed session at 7:55 pm

CLOSED SESSION
1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)

ADJOURNMENT:
With no further action needed, Mr. Mark Lukert, board president, adjourned the meeting from Closed Session at 8:26 pm.

_____ _____
President, Board of Trustees Secretary, Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
November 16, 2026

Agenda Item:	Architect/Engineering Services for Sheppard Elementary Construction (Federal Grant)
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	None

___X____Action Needed _____Future Action _____Information _____Report

Administrative Information:
That the Wichita Falls Independent School District Board of Trustees provide direction regarding whether to utilize the existing competitively awarded Architectural and Engineering Services procurement or initiate a new project-specific Request for Qualifications (RFQ) for the Sheppard Elementary construction project, funded by the Department of War Education Activity (DoWEA), formerly the Department of Defense Education Activity (DoDEA), as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:
On January 20, 2026, the Board of Trustees approved the recommendation to proceed with architectural, engineering, and related services with BYSParchitects for non-bond construction projects on an as-needed, as-approved basis.

The original RFQ was publicly advertised in accordance with applicable requirements and resulted in ten (10) responses, with four (4) firms selected for interviews. The qualifications-based selection process followed Texas Government Code Chapter 2254 and included federal funding considerations and EDGAR compliance requirements.

In consideration of the federally funded Sheppard Elementary auditorium and storm shelter project, administration requests consideration of two procurement approaches for A/E Services related to this project:

Option	Description	Board Approval Process
Option 1 – Utilize Existing A/E Award	Proceed with BYSParchitects under the existing qualifications-based award and negotiate a project-specific agreement incorporating applicable federal requirements.	Present the negotiated project agreement and fees to the Board for approval.
Option 2 – Issue New Project-Specific RFQ	Conduct a new publicly advertised, qualifications-based solicitation specifically for the federally funded Sheppard Elementary project, open to all qualified firms.	Present the RFQ ranking and award recommendation for Board approval, followed by the negotiated project agreement and fees for separate Board approval.

Fiscal Note:
The resulting project agreement and fees will be submitted separately for Board consideration and approval prior to authorization of services to be provided.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 16, 2026

Agenda Item:	Construction Method for Sheppard Elementary Project
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	None.

___X___Action Needed ____ Future Action _____Information _____ Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees review the construction method and designate the methodology to be utilized for construction as related to the Sheppard Elementary Project, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Per Policy CV(Local), "Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above $50,000."

Construction methods include the following Board Policies:
CVA – Competitive Bidding (Traditional Method)
CVB – Competitive Sealed Proposals (Traditional Method)
CVC – Construction Manager-Agent
CVD – Construction Manager-at-Risk
CVE – Design-Build
CVF – Job Order Contracts (not an option for this project)

The Board may select the method solely at the Board's discretion or may consider the district staff recommendation of the most advantageous method(s) expected to result in on-time and within budget results.

Competitive Sealed Proposal (CSP) (Traditional Method, Policy CVB) is a procurement method by which a district requests proposals, ranks the offerors, negotiates as prescribed (starting with the highest-ranking response), and subsequently contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility. In selecting a contractor through competitive sealed proposals, a district shall follow the procedures provided by Government Code 2269, Subchapter D. Gov't Code 2269.151.

The CSP is preceded by a Request for Qualifications (RFQ) in which responding vendors are ranked based on qualifications and experience, without consideration of price. After the qualifications are evaluated and scored, the proposed project pricing is unsealed and scored/weighed against the lowest price, for the vendor ranking of all proposals. Per Texas Government Code §2269, after proposals are evaluated, scored and ranked, the district may negotiate only with the highest-ranked proposer for construction services. If a satisfactory agreement cannot be reached, negotiations are ended and the district may then proceed with the next highest-ranked proposer, in order, until a contract is finalized.

Fiscal Note:

None. The construction services recommendation will be provided to the Board for approval after the solicitation and evaluation are completed.

Agenda Item:	Restructuring the Bridging Academics and Character (BAC) Classrooms - Phase 1 (Burgess, Zundy, and Rider)
Administrator Responsible:	Alefia Paris-Toulon, Executive Director of Special Programs
Attachments:	Information About the Project

___X___Action Needed _____Future Action _____Presentation _____Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees receive information regarding the proposed agenda item, as submitted by Alefia Paris-Toulon, Executive Director of Special Programs, and recommended by Dr. Donny Lee, Superintendent of Schools. This information outlines a three-year project to restructure BAC classrooms at the elementary and middle school levels. Phase 1 will begin this semester across three campuses—Burgess, Zundy, and Rider—and is funded in part through an InventionLand Education grant (25%), with the remaining (75%) provided by WFISD.

About InventionLand Education:

In 2006, George Davison created Inventionland, an immersive 60,000-square-foot work environment designed to inspire creative teams developing future products. The facility features 16 themed sets, including the pirate ship "Discovery," a giant robot, and a fully functional racetrack.

1. In 2015, Davison expanded into education by developing coursework that equips young innovators with Science, Technology, Engineering, and Math (STEM) skills. The Inventionland Education Curriculum has since been adopted by schools nationwide to inspire the next generation of creative entrepreneurs.

Explanation:

Restructuring BAC classrooms will enable our district to integrate academic, technological, and vocational skills into our behavior program for students with special needs. For middle school students requiring intensive behavioral support, this project introduces a positive behavioral support framework that creates vocational opportunities through career exploration in fields like photography, videography, and Esports—skills that can be developed through apprenticeships and self-guided learning. At the elementary level, the project focuses on building foundational vocational, reading, and writing skills by establishing a news studio where students can write, report news, and practice campus event photography.

Fiscal Note:

The project will be funded through the InventionLand Education Grant and Fund Balance. The estimated district cost for Phase 1 ranges from $135,000 to $150,000. The project cost exceeds $100,000 and requires approval from the board.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 16, 2026

Agenda Item:	Approval of Disaster Recovery Master Service Agreement
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	Master Service Agreement

__X____Action Needed _____ Future Action _____Information _____Report

Administrative Recommendation:
That the Wichita Falls Independent School District Board of Trustees approve the recommendation to enter a five-year Master Service Agreement with Cotton Commercial, USA, Inc. (operating through its subsidiary, Target Solutions), as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:
The District is requesting approval of a Master Services Agreement (MSA) with Cotton Commercial USA, Inc. to establish pre-negotiated terms and conditions for emergency disaster recovery services. Approval of this MSA does not obligate the district to purchase any services or guarantee any minimum level of work. Instead, it establishes a contractual framework that allows the district to immediately engage the contractor if emergency services become necessary, and to the degree outlined by the district.

Establishing this agreement in advance enables the district to respond immediately to emergencies such as flooding, severe weather, fire, or water damage without the delays of negotiating contract terms during a crisis. The MSA provides pre-established pricing and legal protections, ensures access to specialized disaster recovery resources, supports rapid restoration of District operations, and creates no financial obligation unless the district authorizes services under the agreement. Having a pre-event disaster recovery agreement is considered a best practice in emergency preparedness because it allows the district to respond quickly to unforeseen events while maintaining appropriate contractual protections and oversight.

Fiscal Note:
Emergency projects that would potentially be completed under this agreement would be funded by the general fund, unless adequate budgeted funds were otherwise available. This is a five-year agreement requiring Board of Trustees approval per Policy CH (Local).

MASTER SERVICE AGREEMENT

Between

COTTON COMMERCIAL USA INC

and

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT

Effective Date _____

AGREEMENT OVERVIEW

This Master Service Agreement establishes balanced terms for disaster response, mitigation, restoration, construction, and related services. It permits rapid action when lawfully authorized, preserves the District's statutory procurement and public-law obligations, and gives Cotton defined payment, schedule, change-order, cure, and termination protections. No Work is authorized by this MSA alone; each Project requires a written Work Order or a narrowly limited emergency authorization under Article 4.

CONTRACT DOCUMENTS

Priority	Document
1	This MSA and signed amendments
2	Applicable exhibits
3	Applicable Work Order and authorized Change Orders
4	Expressly incorporated plans, specifications, and project documents

EXHIBITS

- Exhibit A Rate Sheet (attach agreed schedule)
- Exhibit B Service Work Order Form
- Exhibit C Temporary Roofing Terms
- Exhibit 1 Insurance Requirements
- Exhibit 2 Locations
- Exhibit 3 Defined Terms

1 DEFINITIONS AND PUBLIC ENTITY STATUS

1.1 Defined Terms. Capitalized terms not defined in the body of this MSA have the meanings in Exhibit 3.

1.2 Public Entity. Cotton acknowledges that the District is a Texas independent school district and governmental entity. The District may act only through representatives with actual authority and remains subject to applicable procurement, payment, public-information, records-retention, conflict-of-interest, and other public laws.

1.3 No Waiver of Immunity. Nothing in this MSA waives or limits the District's sovereign or governmental immunity, defenses, statutory damage limitations, or other protections except to the extent expressly waived by applicable law. Any waiver of immunity is limited to the scope and remedies expressly provided by law, including Texas Local Government Code Chapter 271 where applicable.

2 WORK AND COMPLIANCE

2.1 Performance. Cotton shall furnish the labor, supervision, materials, equipment, tools, supplies, and services stated in an authorized Work Order signed by both Parties and shall perform the Work in a good and workmanlike manner, in accordance with the Contract Documents, applicable laws and codes, manufacturer requirements, and generally accepted industry standards, including IICRC standards where applicable.

2.2 Design Services. Cotton is not engaged as the District's architect or engineer. When architectural, engineering, surveying, or other professional services are required, the District shall select and contract for those services in accordance with Texas Government Code Chapter 2254 and any construction-delivery method lawfully selected under Chapter 2269. Cotton may provide incidental shop drawings or delegated-design components only when expressly required by the Contract Documents, prepared and sealed when required by an appropriately licensed professional, and permitted by the selected procurement method. Cotton is not responsible for pre-existing design defects, but shall report apparent defects or code concerns and remains responsible for its means, methods, installation, delegated design, and deviations from the Contract Documents.

2.3 Scope. Work may include emergency mitigation, temporary roofing, water extraction, remediation, contents handling, reconstruction, logistics, workforce support, and related services identified in a Work Order. Temporary roofing is also governed by Exhibit C.

2.4 Changes. Either Party may propose a change. Cotton shall not perform changed or additional Work unless the scope, price or pricing method, and schedule effect are stated in a Change Order signed by authorized representatives. In an immediate threat to life or property, the District's authorized emergency representative may direct limited protective action in writing, to be documented by a Change Order within three business days.

2.5 Site Access and Readiness. The District shall provide reasonable access and disclose known site hazards. For scheduled Work, Cotton may defer mobilization until the work area is reasonably accessible and safe. If Cotton is delayed by a condition within the District's direct control after a written notice to proceed, Cotton shall promptly notify the District and may recover reasonable, documented, pre-approved standby or remobilization costs.

3 PRICING PAYMENT AND RECORDS

3.1 Rates. During the term of this MSA, the fees and charges shall follow the most recent version of the rate sheet attached hereto as Exhibit A ("Rate Sheet") or project-specific lump sum pricing expressly approved in a Work Order. Rates remain fixed during each Work Order. Cotton may request one Rate Sheet adjustment per contract year on at least 60 days' notice, supported by CPI-U changes or documented market conditions. An adjustment is effective only by signed amendment. If the Parties do not agree, existing rates remain effective and either Party may terminate the MSA as to future Work on 30 days' notice.

3.2 Deposits. A Work Order may require a reasonable deposit for identified mobilization or material costs. Cotton shall invoice the deposit, account for its application, and credit it against progress invoices. Unless the Work Order states otherwise, payment is due under Chapter 2251 of the Texas Government Code. Cotton may suspend affected Work only after written notice and five business days to cure an overdue, undisputed deposit.

3.3 Invoices. Invoices shall be itemized and supported by documentation reasonably sufficient for District audit, insurance, and disaster-reimbursement purposes, including labor, equipment, materials, subcontractor charges, and approved markups. The District shall pay invoices in accordance with Texas Government Code Chapter 2251. No contractual term shortens or alters the statutory date from which payment or interest is calculated.

3.4 Disputes and Interest. The District shall notify Cotton of an invoice error or disputed amount within the period required by Section 2251.042 and may withhold no more than the amount allowed by applicable law. Undisputed portions remain payable. Overdue undisputed amounts accrue only the interest prescribed by Chapter 2251.

3.5 No Lien on Public Property. Cotton shall not assert or file a lien, deed of trust, security interest, financing statement, or other encumbrance against District property. This does not waive a lawful payment-bond claim or another remedy expressly available under Texas law.

3.6 No Acceptance by Payment. Payment, occupancy, inspection, or use does not waive latent-defect, warranty, nonconforming-work, breach, or other claims. The District shall not unreasonably withhold acceptance of conforming Work.

3.7 Suspension for Nonpayment. In accordance with the Texas Government Code § 2251.051 Cotton may suspend affected Work for an overdue, undisputed amount only after ~~five~~ ten business days' written notice. Cotton is entitled to an equitable schedule adjustment and reasonable, documented shutdown, delay and restart costs, subject to mitigation. Except for amounts due and payable under this Agreement, Cotton shall not recover anticipated profits, consequential damages, duplicative costs, or costs that Cotton could reasonably have avoided or mitigated. However, nothing in this provision shall limit Cotton's right to recover its direct damages, unpaid Contract Price, attorney's fees or damages arising from District's breach of this Agreement. Cotton may not suspend emergency measures whose abrupt cessation would create an imminent threat without first coordinating a safe transition.

3.8 Audit and Retention. Cotton shall retain Project records for seven years after final payment, or longer if required by an applicable funding source identified in the Work Order, and shall provide reasonable access for audit during business hours. Cotton shall maintain records sufficient to substantiate pass-through costs and compliance with applicable federal award requirements.

4 WORK AUTHORIZATION AND PROCUREMENT

4.1 Written Authorization. This MSA does not guarantee Work or funds. Except under Section 4.2, Cotton shall begin Work only under a Work Order or District purchase order signed or issued by an authorized District representative. Proposals, estimates, field directions, and communications from unauthorized personnel do not bind the District. Notwithstanding anything to the contrary, in the event funds are not available and Contractor is performing services under this Agreement, Contractor shall immediately cease all services and District shall remain liable for all services performed. Cotton may not suspend emergency measures whose abrupt cessation would create an imminent threat without first coordinating a safe transition.

4.2 Emergency Authorization. The competitive-procurement exception in Texas Education Code Section 44.031(h) may be used only after the Board of Trustees makes the determination required by that section concerning destroyed or severely damaged property or an unforeseen catastrophe or emergency and the effect procurement delay would have on classes or other essential school activities. Acting within the Board's resolution and District policy, the Superintendent or another formally designated representative may authorize limited Emergency Work by signed writing or email stating the site, immediate purpose, applicable rates or a not-to-exceed amount, and authorized duration. The Parties shall use good-faith efforts to execute a formal Work Order within three business days. Emergency authority extends only as far and as long as permitted by the Board's action and applicable law; expiration does not prevent a safe conclusion to stabilization already underway. Nothing in this section creates an emergency exception beyond that provided by law.

4.3 Non-Emergency Work and Delivery Method. Permanent restoration, reconstruction, and other non-emergency Work must be procured and awarded under Texas Education Code Chapter 44, Texas Government Code Chapter 2269 when applicable, the District's purchasing policies, and the procurement authority identified in the Work Order. A Work Order may implement, but may not substitute for, the required procurement or Board approval. Cotton shall not begin a public work until all bonds required by Section 8.6 have been delivered and approved.

4.4 Federal Funds. When the District identifies federal award funding, Cotton shall comply with applicable incorporated requirements of 2 C.F.R. Part 200. No cost-plus-a-percentage-of-cost or percentage-of-construction-cost compensation is permitted where prohibited.

4.5 Order of Precedence. This MSA controls general legal and risk terms. A Work Order or Change Order controls approved project scope, quantity, schedule, and price. It may alter another MSA term only if it identifies the specific section, states the modification, and is signed by authorized representatives of both Parties.

5 RELATIONSHIP SUBCONTRACTORS AND PROCUREMENT

5.1 Independent Contractor. Cotton is an independent contractor with control of its personnel, means, methods, safety, compensation, taxes, and benefits. Nothing creates employment, partnership, joint venture, or general agency.

5.2 Background Checks and Campus Rules. Cotton and its Subcontractors shall comply with Texas Education Code Sections 22.0834 and 22.08341, as applicable, and District safety and access rules. Before a covered individual begins duties, Cotton shall provide the certification or information required by law and shall not assign any person prohibited from performing the Work. District shall provide to Cotton and its Subcontractors seventy-two (72) hours prior written notice of any students being present on District property. Whether a person or site is exempt shall be determined under the statute and District procedures; this MSA does not create a categorical exemption for an unoccupied facility or separated work area. Notwithstanding anything to the contrary, in the case of extreme and unusual emergency circumstances where Contractor is required to provide services to District's premises in a very quick manner, the Parties agree that Cotton will have the option to background screen contracted individuals per Cotton's policies. In these cases Contractors will be accompanied by District staff.

5.3 Subcontractors. Cotton may use qualified Subcontractors but remains responsible for their Work, acts, omissions, safety, insurance, and compliance as if Cotton performed the Work. Cotton shall disclose principal Subcontractors upon request. No Subcontractor has authority to bind the District or a direct right to payment from the District.

5.4 Affiliates. Cotton may use an Affiliate after written disclosure of the relationship and proposed pricing. District approval shall not be unreasonably withheld where the Affiliate is qualified and pricing complies with Exhibit A or commercially reasonable market rates. Cotton remains fully responsible.

5.5 No Procurement Agency. Cotton has no authority to contract, incur obligations, or act in the District's name. Cotton may procure labor and materials in its own name and at its own responsibility. A narrow, written emergency authorization may permit Cotton to acquire specifically identified items on the District's behalf within stated dollar, vendor, pricing, and duration limits, but creates no continuing delegation or general agency.

5.6 Markups. All overhead, profit, administrative fees, and markups must be stated in Exhibit A or approved before the cost is incurred. Cotton shall provide reasonable supporting records for pass-through costs. Affiliate markups require express approval after disclosure.

6 RISK ALLOCATION

6.1 Cotton Indemnity. To the fullest extent permitted by law, Cotton shall defend, indemnify, and hold harmless the District and its trustees, officers, employees, and agents from third-party claims for bodily injury, death, or damage to tangible property, but only to the extent caused by Cotton's or its Subcontractors' negligent acts or omissions, willful misconduct, violation of law, or breach of this MSA.

6.2 District Indemnity. Only to the extent expressly authorized by Texas law and without waiving immunity, the District shall indemnify Cotton and its officers, employees, and agents from third-party claims for bodily injury, death, or damage to tangible property, but only to the extent caused by the negligent , willful misconduct or intentional acts or omissions of the District or persons for whom it is legally responsible. Nothing creates or expands District liability beyond applicable law.

6.3 Comparative Responsibility. Neither Party must indemnify the other for the indemnitee's own negligence, fault, breach, violation of law, or willful misconduct. Indemnity is limited to the indemnitor's proportionate responsibility.

6.4 Procedure and Ten Day Notice. A Party seeking indemnification shall give the indemnifying Party written notice of the Claim within 10 calendar days after the seeking Party receives written notice of the Claim or otherwise becomes aware that the Claim is reasonably likely to implicate this Article. The notice shall describe the Claim and, to the extent then known, the factual basis for indemnification. Failure to give notice within 10 days does not waive indemnification or relieve the indemnifying Party except, and only to the extent, the indemnifying Party proves that the delay caused material prejudice to the defense or settlement of the Claim. No notice period applies to the extent it is prohibited by Texas Civil Practice and Remedies Code Section 16.071 or other applicable law. The indemnifying Party may control the defense with competent counsel, but may not settle a Claim by admitting fault of, imposing nonmonetary duties on, or requiring payment by the indemnified Party without that Party's consent, not unreasonably withheld. The indemnified Party may participate with separate counsel at its own expense, except where a material conflict of interest requires separate counsel.

6.5 Consequential Damages. Neither Party is liable to the other for punitive, exemplary, special, or consequential damages, including lost profits, except for third-party indemnified claims, fraud, negligence, willful misconduct, confidentiality or data-security breach, intellectual-property infringement, or amounts covered by required insurance. District costs reasonably incurred to protect persons or property, mitigate damage, correct defective Work, complete unfinished Work, obtain replacement services, or restore facilities are direct damages.

6.6 Cotton Liability Cap. Except for the exclusions in Section 6.5, Cotton's aggregate liability for a Project shall not exceed the greater of (a) two times the compensation paid or payable under the applicable Work Order, or (b) insurance proceeds available or that would have been available had Cotton maintained the required insurance. The cap does not limit warranty correction, payment of Subcontractors, return of District property, or equitable relief.

6.7 Existing Conditions. Cotton is not responsible for loss caused solely by undisclosed pre-existing or concealed conditions not created by Cotton. Cotton shall notify the District promptly upon discovering such a condition and shall not proceed with affected Work without direction, except for necessary safety measures.

7 PERFORMANCE WARRANTY AND ACCEPTANCE

7.1 Schedule and Delay. Cotton shall meet milestones in the Work Order and diligently prosecute the Work. For delay beyond Cotton's reasonable control and not caused by Cotton or its Subcontractors, Cotton receives a reasonable time extension and, if approved by Change Order, demonstrable additional cost. Cotton shall notify the District within five business days after learning of a material delay and shall mitigate its effect.

7.2 Warranty. Cotton warrants that materials are new and of good quality unless otherwise approved, and that Work is performed by qualified personnel, free from defects, and compliant with the Contract Documents, laws, codes, manufacturer requirements, and applicable industry standards. For clarity, Cotton's warranty obligations hereunder shall not apply to any mold or microbial remediation work. All mold and microbial work shall be completed in accordance with a Certified Industrial Hygienist protocol.

7.3 Correction. For one year after Substantial Completion, Cotton shall after written notice, correct defective or nonconforming Work at its expense, including reasonably necessary removal, reinstallation, testing, and restoration. Corrected Work is warranted for the longer of the remaining original period or one year after correction. The warranty excludes defects caused solely by abuse, failure to follow written maintenance instructions, unauthorized alteration, or ordinary wear and tear.

7.4 Notice and Cure. Except for an imminent life-safety threat, ongoing property damage, or urgent mitigation need, the District shall give written notice and seven days for Cotton to begin correction, after which Cotton shall proceed diligently. Emergency corrective action by the District does not waive other remedies.

7.5 Third-Party Warranties. Cotton shall transfer all assignable manufacturer, supplier, and Subcontractor warranties and reasonably assist with enforcement. Express warranties and remedies are cumulative unless a Work Order expressly provides otherwise.

8 INSURANCE AND BONDS

8.1 Cotton Coverage. Cotton shall maintain the coverage in Exhibit 1 at its expense. Subcontractors shall carry insurance appropriate to their Work. Insurers must be authorized in Texas and reasonably acceptable based on financial strength and coverage.

8.2 Additional Insured. The District and its trustees, officers, employees, and agents shall be additional insureds on applicable liability policies for Cotton's ongoing and completed operations. Coverage shall be primary and noncontributory to District insurance, self-insurance, or risk-pool coverage.

8.3 Evidence and Notice. Before Work begins, Cotton shall provide certificates and, upon reasonable request, endorsements. Policies shall provide at least 30 days' notice of cancellation or material reduction, or 10 days for nonpayment, to the extent commercially available; otherwise Cotton shall notify the District promptly after learning of the change.

8.4 District Coverage. The District may satisfy any obligation to maintain coverage through self-insurance or a governmental risk pool. The District is not required to match Cotton's limits or name Cotton as an additional insured unless expressly stated in a Work Order and legally permissible.

8.5 No Limitation. Required insurance is a minimum and does not independently expand or reduce liability. Prior written notice to Cotton and reasonable time to cure, the District may suspend affected Work while a material coverage deficiency remains uncured.

8.6 Public Work Bonds. Before beginning a public work, Cotton shall furnish bonds from an authorized corporate surety in the forms and penal sums required by Texas Government Code Chapter 2253: a performance bond when the prime contract exceeds $100,000 and a payment bond when it exceeds $25,000, or any successor thresholds. Each required bond shall be in the amount of this MSA and otherwise comply with Chapter 2253. Cotton shall increase or supplement bond coverage when required by law because of approved changes in the Contract Price.

9 CONFIDENTIALITY PUBLIC INFORMATION AND DATA

9.1 TPIA. Cotton acknowledges that records related to this MSA may be public information under Texas Government Code Chapter 552. The District may disclose records as required by law and is not liable for a good-faith disclosure required by law, Attorney General decision, subpoena, or court order.

9.2 Proprietary Information. Cotton shall conspicuously mark information it in good faith considers confidential and identify the legal basis when practicable. If Section 552.305 applies, the District shall give required notice; Cotton is responsible for submitting arguments to the Attorney General. The District need not litigate or defend Cotton's proprietary claim.

9.3 Mutual Confidentiality. Each Party shall use the other's nonpublic, properly identified proprietary information only for the MSA and protect it with reasonable care. Exclusions include information lawfully known, independently developed, publicly available without breach, received lawfully from a third party, or required to be disclosed.

9.4 Protected District Information. Cotton may access student, personnel, security, or other legally protected information only when necessary, authorized, and lawful. Cotton shall use reasonable administrative, technical, and physical safeguards, report suspected unauthorized access promptly, cooperate in response, and return or securely destroy information when no longer needed, subject to lawful retention obligations.

10 INTELLECTUAL PROPERTY AND PROJECT RECORDS

10.1 Ownership. The District retains its pre-existing materials and owns project-specific reports, photographs, logs, assessments, testing results, plans, and other deliverables created and paid for under a Work Order, excluding Cotton Background Intellectual Property.

10.2 Cotton Background Intellectual Property & Deliverables License. Cotton retains ownership of its pre-existing or independently developed tools, methods, software, forms, templates, and know-how ("Cotton Background IP"). **Notwithstanding the foregoing or anything to the contrary herein, Cotton hereby grants to the District a perpetual, irrevocable, fully paid-up, royalty-free, non-exclusive license to use, reproduce, modify, adapt, display, and distribute all project deliverables, drawings, specifications, as-builts, submittals, operation and maintenance manuals, reports, and closeout documentation (collectively, "Deliverables") provided by or on behalf of Cotton. This license is granted solely for the District's use in connection with the operation, maintenance, repair, renovation, alteration, expansion, and completion of the District's facilities and property, including the right to share such Deliverables with third-party architects, engineers, consultants, and contractors for such purposes**

10.3 Infringement. Cotton warrants that to Cotton's knowledge, it has necessary rights in Cotton-provided items and shall defend and indemnify the District from third-party infringement claims alleging that a Cotton-provided item, as originally provided by Cotton and used in accordance with this Agreement, directly infringes a third party's patent, copyright, or trademark, except to the extent such claim arises from (a) District-specified materials, designs, specifications, or instructions; (b) modifications, alterations, or combinations made by or on behalf of the District or any third party without Cotton's authorization; (c) use of the applicable item in a manner not contemplated or authorized by this Agreement; or (d) the combination or use of the applicable item with any product, service, software, material, or technology not provided or approved by Cotton. This does not apply to District-specified materials or unauthorized modifications. Cotton shall, at its expense, obtain continued use rights, replace or modify the item without material loss of function, or refund the affected price if neither remedy is commercially reasonable.

11 FORCE MAJEURE

11.1 Relief. A Party is excused only to the extent an extraordinary event beyond its reasonable control, not caused by it and not reasonably avoidable, materially prevents performance. Examples may include natural disasters, governmental

orders, war, terrorism, widespread utility failure, epidemic restrictions, pandemics, including but not limited to COVID-19, labor disruption not limited to the affected Party, measures of any governmental authority and supply interruption despite commercially reasonable alternatives. Foreseeable seasonal weather, price increases alone, and financial inability are excluded.

11.2 Notice and Mitigation. The affected Party shall notify the other within five business days after learning of the material effect, describe the affected obligations and expected duration, provide updates, and use commercially reasonable mitigation. Schedule relief is proportional to actual delay; cost relief requires a Change Order.

11.3 Extended Event. Either Party may terminate an affected Work Order if substantially all performance is prevented for more than 30 consecutive days. Cotton will be paid for conforming Work performed and unavoidable, documented commitments and demobilization costs, less mitigation, but not anticipated profit on unperformed Work.

11.4 Safety. Cotton need not violate safety law or recognized safety requirements, but must address hazards ordinarily associated with the disaster-response or restoration Work it undertakes. Nothing prevents the District from obtaining emergency protective services when Cotton cannot safely or timely perform them.

12 ASSIGNMENT

12.1 General Rule. Neither Party may assign this MSA or a Work Order without the other Party's prior written consent, not unreasonably withheld, except that the District may assign to a successor governmental entity as permitted by law.

12.2 Cotton Reorganization. Cotton may assign in connection with a merger, reorganization, or sale of substantially all relevant assets only if it gives prompt notice; the successor assumes all obligations in writing; possesses required qualifications, insurance, and legal eligibility; and the assignment does not increase price, diminish District rights, or impair performance. The District may object on reasonable procurement, responsibility, legal, or performance grounds.

12.3 Subcontracting Not Assignment. Approved subcontracting does not assign the Agreement or relieve Cotton. No assignment creates a direct obligation of the District to an assignee or Subcontractor absent an authorized written agreement.

13 DISPUTE RESOLUTION GOVERNING LAW AND VENUE

13.1 Executive Negotiation. A Party shall provide written notice describing a dispute. Authorized executives shall meet in good faith within 10 business days, unless emergency relief is needed.

13.2 Nonbinding Mediation. If unresolved, either Party may request nonbinding mediation in Wichita County, Texas. The Parties shall agree on a mediator within 10 business days or request appointment through a mutually acceptable dispute resolution service. Fees are shared equally; each Party bears its own counsel costs.

13.3 Litigation. After mediation reaches impasse, is terminated, or is not commenced within 30 days after request, either Party may pursue remedies available by law. Nothing prevents temporary injunctive relief, compliance with a limitations period, or a lawful bond claim. No binding arbitration is required.

13.4 Law Venue and Immunity. Texas law governs without regard to conflicts principles. Exclusive venue for litigation lies in a state court of competent jurisdiction in Wichita County, Texas, or, if federal jurisdiction exists, the federal district embracing Wichita County. Nothing independently consents to suit or waives District immunity. Attorneys' fees and damages are recoverable only as authorized by contract and applicable law, including Texas Local Government Code Chapter 271 where applicable.

14 NOTICES

Notices must be in writing and delivered personally, by nationally recognized overnight carrier, by certified mail return receipt requested, or by email with confirmation of receipt, to the addresses below. Notice is effective on receipt. A Party may update its address by notice.

Cotton	**District**
Cotton Commercial USA Inc Attn Legal Department Address 840 W Sam Houston Pkwy N #225. Houston, Texas 77024 Email legal@cottonteam.com	Wichita Falls Independent School District Attn Superintendent and General Counsel 1104 Broad Street Wichita Falls Texas 76301 Email _____

15 TERM AND TERMINATION

15.1 Term. The MSA begins on the Effective Date and expires three years later unless earlier terminated. The Parties may renew only by signed amendment consistent with applicable procurement law. Expiration does not terminate an active Work Order unless stated therein.

15.2 Future Work. Either Party may terminate this MSA as to future Work upon thirty (30) days' written notice. No new Work may be authorized after notice of termination, but active Work shall continue until completed unless separately terminated. In the event of a termination of active Work or this MSA, the District shall owe Cotton only: (i) compensation for Work satisfactorily performed prior to the effective date of termination, including profit earned solely on such completed Work; and (ii) Cotton's actual, reasonable, and direct demobilization costs strictly incurred as a result of the termination that Cotton demonstrates could not reasonably be mitigated or avoided. In no event shall the District be responsible for unearned profit, anticipated overhead, indirect damages, or the unperformed balance of any Work Order, notwithstanding any contrary provision in a Work Order or contract document.

15.3 Monetary Default. Either Party may terminate an affected Contract Document for failure to pay an undisputed amount after written notice and 10 business days to cure, subject to Chapter 2251.

15.4 Material Breach. Either Party may terminate for a material breach not cured within 20 business days after detailed written notice. If cure reasonably requires longer, the breaching Party avoids termination by beginning cure within that period and diligently completing it. For lapse of required insurance, imminent danger, unauthorized disclosure of protected information, or another immediate material risk, the District may suspend affected Work and may terminate if the risk is not promptly controlled.

15.5 District Convenience Termination of Work. The District may terminate all or part of a Work Order for convenience. Cotton shall stop as directed, protect Work, mitigate commitments, and cooperate in transition. Cotton will receive payment for conforming Work performed, authorized noncancelable materials transferred to the District, and reasonable unavoidable demobilization cost and any additional costs provided for in the Work Order. Cotton is not entitled to profit or markup on unperformed Work or avoidable cost.

15.6 Cotton Convenience Termination of Work. Cotton may terminate an active Work Order for convenience only on 30 days' notice and only if it reasonably cooperates in a safe transition; provided Cotton may not terminate during active emergency stabilization when cessation would create an imminent threat, except for unsafe conditions or District payment default. Cotton is paid for conforming Work through termination but no termination fee or unperformed profit.

15.7 Default Termination and Closeout. Following Cotton default, Cotton is paid only for conforming accepted Work, less lawful offsets. Cotton shall submit final accounting within 30 days. Undisputed amounts are paid under Chapter 2251. Each Party shall return property and reasonably cooperate in closeout.

15.8 Survival. Accrued payment, warranty, indemnity, insurance tail, confidentiality, data, intellectual property, records, dispute, and immunity provisions survive as their nature requires.

16 GENERAL PROVISIONS

16.1 Authority and No Agency. Each signatory represents actual authority to sign for its Party. Cotton is not the District's attorney-in-fact and may not alter coverage, make representations, execute documents, or incur obligations in the District's name except under a narrow written authorization permitted by law.

16.2 Required Disclosures Certifications and Eligibility. Before execution and throughout the term, Cotton shall provide each disclosure, certificate, and verification required by applicable law or the District's procurement, including: advance felony-conviction notice under Texas Education Code Section 44.034; conflict-of-interest disclosures under Texas Local Government Code Chapter 176; a disclosure of interested parties under Texas Government Code Section 2252.908 when applicable; confirmation that Cotton is not prohibited from contracting under Texas Government Code Sections 2252.152 and 2252.153; applicable verifications concerning boycotts of Israel, energy companies, and discrimination against firearm entities or trade associations under Texas Government Code Chapters 2271 and 2274; and federal suspension, debarment, lobbying, and other certifications when federal funds are used. A verification applies only when its statutory coverage conditions are met. Cotton shall promptly notify the District if a representation becomes inaccurate or its eligibility changes.

16.3 Public Work Labor and Safety Requirements. For Work governed by applicable public-work requirements, Cotton shall comply with Texas Government Code Chapter 2258 concerning prevailing wage rates; Texas Labor Code Section 406.096 and applicable rules concerning workers' compensation coverage on governmental construction projects;

required building permits, inspections, accessibility requirements, and workplace-safety laws; and any trench-safety, hazardous-material, or other project-specific safety specifications included in the Contract Documents. Cotton shall include legally required provisions in its Subcontracts and provide required notices and certifications.

16.4 Nondiscrimination. Each Party shall comply with applicable nondiscrimination laws. Cotton shall not discriminate in employment or performance and shall comply with applicable accessibility requirements for Deliverables.

16.5 Entire Agreement and Amendment. The Contract Documents are the entire agreement. No invoice, website term, acknowledgment, course of dealing, oral statement, or field direction changes them. Amendments and waivers must be written and signed by representatives with actual authority.

16.6 Severability and Waiver. An invalid provision will be enforced to the lawful maximum or severed without affecting the remainder. Failure to enforce a provision is not a future waiver. Nothing permits enforcement beyond the District's lawful authority.

16.7 DBAs and Affiliates. Cotton may communicate or invoice under a disclosed registered DBA, including Advance Catastrophe Technologies, or Target Solutions. A DBA does not change the contracting entity, assign the MSA, or reduce Cotton's responsibility. No Affiliate is a contracting party or third-party beneficiary unless expressly agreed in writing.

16.8 No Third-Party Beneficiaries. Except for specifically protected indemnitees, the Agreement benefits only the Parties. No Subcontractor, supplier, Affiliate, employee, or consultant may enforce it against the District.

16.9 Counterparts and Electronic Signatures. The MSA may be signed in counterparts and electronically. Electronic signatures have the same effect as originals.

16.10 Interpretation. The Parties acknowledge mutual negotiation. Headings are for convenience. "Including" is nonexclusive. A deadline falling on a weekend or District holiday moves to the next business day unless an emergency Work Order expressly requires otherwise.

SIGNATURES

The Parties execute this MSA through their duly authorized representatives as of the Effective Date.

COTTON COMMERCIAL USA INC	WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
By _____ Name _____ Title _____ Date _____	By _____ Name _____ Title _____ Date _____

EXHIBIT A RATE SHEET

The Rate Sheet agreed by the Parties shall be attached here. The February 2026 Cotton Rate Sheet from the reviewed agreement may be attached. Article 3 controls any inconsistency, and no unilateral modification is effective.

Exhibit "A" 2026 Rate Schedule

I. Personnel Labor Rates:

The personnel labor classification("Classifications") and the classification hourly rates listed below ("Classification Hourly Rates") apply to any and all personnel engaged to fulfill the terms of the Agreement, these personnel may include but are not limited to the full time employees of Cotton Commercial USA, Inc. ("Cotton"), temporary hires employed directly by Cotton, any personnel secured through subcontracted labor, or any personnel subcontracted by Cotton that falls into the labor categories below. Rates stated below are per person per hour.

A.

Classification - Management	Classification Hourly Rates		Classification Hourly Rates
Project Consultant (PCS)	$150.00	Project Accountant (PA)	$83.50
Project Coordinator (PC)	$130.00	Assistant Project Manager (APM)	$88.00
Project Manager (PM)	$100.00	Project Administrative (PAA)	$57.00
Health & Safety Officer (HSO)	$95.00		
Classification - Restoration			
Drying / Equipment Technician (DET)	$67.00	Biohazard, Trauma, Forensic Supervisor (BTFS)	$115.00
Equipment Operator (EO)	$90.00	Biohazard, Trauma, Forensic Technician (BTFT)	$85.00
Restoration Supervisor (RS)	$73.00	Biohazard, Trauma, Forensic Labor (BTFL)	$70.00
Resource Coordinator (RC)	$60.00	Certified Asbestos / Lead Supervisor (AS)	$80.00
Restoration Technician (RT)	$59.00	Certified Asbestos Technician / Worker (AT)	$75.00
General Labor (GLE) - (Experienced with Cotton Operations)	$48.50	Mold Remediation Worker (MRW)	$64.00
General Labor (GL)	$43.00		
Classification - Construction			
Metal Worker / Fabricator (FAB)	$160.00	Masonry (MAS)	$68.00
Electrician (E)	$175.00	Wallcovering Installer (WPR)	$68.00
Plumber (PLM)	$165.00	Carpenter - Finish (FNH)	$68.00
Fire Suppression (FS)	$165.00	Drywall (D)	$65.00
HVAC Technician (HVC)	$155.00	Painter (P)	$65.00
Welder (WLD)	$98.50	Carpenter - Rough (FNC)	$65.00
Roofer (RFG)	$98.00	Tile Installer (TIL)	$59.00
Scaffolder (SCF)	$95.00	Flooring Installer (FCI)	$59.00
Estimator (EST)	$130.00	Acoustic Tile Installer (ACT)	$58.00
Superintendent (SP)	$79.50	Insulation Technician (INS)	$52.50
Trade Supervisor (TS)	$69.00		

Management Fee (Management of Customer Labor Force) $4.50 per hour / man

B. Labor Considerations / Provisions:

1. *All scheduled rates are per the first 40 hours worked in a week, based on a seven (7) day work week (Monday-Sunday). All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule. Commencement of any new project Friday after 5:00PM is subject to 1.5 times normal rates. All hours will reset on Monday and subject to our normal hourly rates.*

2. *All holidays recognized by Cotton Commercial USA, Inc. (" Cotton ") will be billed at (2) times the normal billing rates. Recognized holidays are New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas. If applicable federal state, or local law requires recognition of holidays other than those recognized by Cotton, those additional holidays will be billed at (2) times the normal billing rate.*

3. *Cotton response personnel who are placed on stand-by by the Customer, either on site or at an offsite location, who remain dedicated exclusively to the Customer, will be billed at full rates for a minimum of four (4) hours per day. Lodging and per diem rates will also be billed for all personnel placed on stand-by.*

4. *Cotton reserves the right to adjust the pricing of all labor based on inflation and market conditions.*

5. *Travel time for personnel shall be billed to the contract at the scheduled rates. Project Consultants will be billed at 1/2 their rate.*

6. *The scheduled rates and provisions in Exhibit A (Rate Schedule),take into account Cotton's standard wage rates and overtime compensation practices paid to project workers. To the extent the work under a particular contract is subject to federal, state or local prevailing wage laws, Davis-Bacon Wages Act, minimum wage or minimum hour laws, overtime laws, collective bargaining agreements or labor shortage, which would modify Cotton standard rates and practices, Cotton will have the option to make adjustments in the hourly rates and other provisions stated above or invoice all wages at cost plus 30% on any and all of the classifications listed above.*

Customer Initials:_____ Cotton Initials:_

7 . Cotton reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by Cotton Management and authorized Customer Representatives that these services are no longer required.

8 . Under certain circumstances, Cotton may need to engage additional personnel in the categories listed above. If the cost for this personnel exceeds our listed price, Cotton will charge the cost plus 30%.

II. EXPENSES / REIMBURSABLE

A. UNSCHEDULED / SPECIALTY WORK:

For any trade or service which Cotton does not provide or which is not scheduled in this Rate Schedule, the amount invoiced will be billed at cost plus 10% overhead and 10% profit.

B. TRAVEL, LODGING AND PER DIEM

Cotton shall be compensated for costs incurred for travel, lodging and per diem costs (" Incidental Costs ") for all workers assigned to the project. All Incidental Costs will be billed at actual cost plus 10% overhead and 10% profit added. If actual costs cannot be determined for any reason, such Incidental Costs shall be determined in accordance with the rates set by the United States General Services Administration, the Department of Defense, or the State Department, plus 10% overhead and 10% profit added. Standard Per Diem reimbursement is $45.00. Due to regional costs, there will be a $60.00 per diem rate paid to employees for projects in following states including but not limited to New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C. If it is necessary to use multiple hotels to house project personnel during a declared State of Emergency, Cotton will use the average nightly rate of up to three hotels that house project personnel (Cotton and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

C. FREIGHT / TRANSPORTATION FEE'S

Cotton shall be compensated for costs incurred for the transportation of equipment and materials to the site of work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work. All such costs shall be billed at actual cost plus 10% overhead and 10% profit mark-up thereon.

D. TAXES AND PERMITS

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes, consumptions taxes, gross receipts tax, valued-added taxes, transaction taxes, turnover taxes, good and services taxes, or any other taxes that are similar to indirect tax in nature ("Taxes") and any applicable federal, state or local approval, consent, permit, license and/or order fees ("Fees") incidental to performance of the work. Cotton shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

E. STATE OF EMERGENCY RESOURCE COORDINATION

Cotton reserves the right to pass all indirect costs associated with mobilization and management recovery services during an areawide event to Customers. Areawide event could include but are not limited to hurricanes, tropical cyclones, tornadoes, floods, and earthquakes. This cost will be five (5%) percent of the total of all labor, equipment, consumables, outside services, and reimbursable (excluding taxes) on each project managed by Cotton for the first sixty (60) days of the event.

F. BACKGROUND CHECKS / TESTING

Cotton shall be reimbursed the cost for any background investigation required of Cotton employees or Cotton subcontractors beyond the background investigation routinely conducted by Cotton. Additionally, Cotton shall be reimbursed the cost for any drug testing of Cotton employees or Cotton subcontractors required to be conducted prior to the commencement of a project.

G. PREMIUM WAGES

Cotton when working in and around high cost-of-living areas including but not limited to New York, New Jersey, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C., and internationally, a 25% premium may be applied if applicable in order to account for the increased costs. This premium will be discussed with client and is subject to change. Any modifications to the multiplier will be submitted and become part of this agreement.

III. DOCUMENT RESTORATION SERVICES

Document drying costs will be determined per job for the following factors:

Nature of Damage Moisture Saturation
Degree of Char / Soot Residue Mold / Mildew / Infestation Smoke Odor
Deodorization Requirements
Contamination Factors include Debris, Sewage, and/or Hazardous Materials Document Remediation Provision:

Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.

Equipment

Equipment Description	***Unit***	***Daily***	***Equipment Description***	***Unit***	***Daily***
Air Blower, Industrial High CFM	Ea	$85.00	HVAC Video Inspection System	Ea	$255.00
Air Compressor	Ea	$75.00	Hard Panel Containment System	Ft	$9.00
Air Conditioner - 1 - 2 ton - Portable	Ea	$275.00	Heater - Portable Electric - Small 110V	Ea	$75.00
Air Conditioner - 20 - 30 ton	Ea	$1,250.00	Hydroxyl / Ozone Deodorization Machine	Ea	$200.00
Air Mover / Axial Fan	Ea	$35.00	Injection Drying System	Ea	$275.00
Air Scrubber(HEPA) - Small (<1000 cfm)	Ea	$125.00	Ladder(Less than 12')	Ea	$9.00
Air Scrubber(HEPA) - Large (1001-2000 cfm)	Ea	$145.00	Ladder(Greater or Equal to 12')	Ea	$26.50
Barricade Fencing (One Time Charge)	Ft	$1.25	Light, Demo / Drop / Stand / String	Ea	$35.00
Blower (Gas Powered)	Ea	$38.00	Light, Tower	Ea	$200.00
Cart, Tilt / Demolition	Ea	$30.00	Lumber - 2" x 4" (One Time Charge)	Ft	$1.25
Chainsaw	Ea	$52.00	Lumber - Plywood 1/2" (4' x 8' sheet)(One Time Char	Ea	$55.50
Dehumidifier Refrigerant - LG (<125 ppd)	Ea	$135.00	Lumber - Plywood 3/4" (4' x 8' sheet)(One Time Char	Ea	$84.00
Dehumidifier Refrigerant - XL (>=125 ppd)	Ea	$165.00	Manometer, Recording Differential Pressure	Ea	$95.00
Dehumidifier Refrigerant - XXL (>170 ppd)	Ea	$185.00	Mobile Containment Cube (HEPA Filtered)	Ea	$225.00
Desiccant Dehumidifier 150-499 CFM	Ea	$280.00	Moisture Survey - IR Camera	Ea	$130.00
Desiccant Dehumidifier 500-999 CFM	Ea	$435.00	Moisture Survey - Moisture Meter	Ea	$29.00
Desiccant Dehumidifier 1000-2999 CFM	Ea	$1,125.00	Offsite Disposal Fee	Ea	$135.00
Desiccant Dehumidifier 3000-4499 CFM	Ea	$1,350.00	PPE Package A (3 or less)	Ea	$9.50
Desiccant Dehumidifier 4500-6000 CFM	Ea	$1,650.00	PPE Package B (4 or more)	Ea	$15.50
Desiccant Dehumidifier 6001-9999 CFM	Ea	$2,050.00	Particle Counter	Ea	$225.00
Desiccant Dehumidifier 10000-11999 CFM	Ea	$2,550.00	Pump, Sump (2" or less Electric)	Ea	$35.00
Desiccant Dehumidifier 12000-15000 CFM	Ea	$3,850.00	Pump, Trash (3" or Less)	Ea	$95.00
Electrical - 100 Amp Distro Panel	Ea	$125.00	Pump, Submersible (3" Electric)	Ea	$248.00
Electrical - 200 Amp Distro Panel	Ea	$180.00	Radio, 2 way – Job site comm.	Ea	$24.00
Electrical - 50 Amp Spider Box	Ea	$75.00	Respirator Protection (Half/Full Face)	Ea	$25.00
Electrical - 50' #2 Banded 5-Wire cable	Ea	$60.00	Respirator Protection (PAPR/SCBA)	Ea	$85.00
Electrical - 50' 4/0 Cable 480V	Ea	$57.00	Saw - Kett (Includes Blades)	Ea	$55.00
Electrical - 50' Spider box cable	Ea	$55.00	Scaffolding - Baker's 6'	Ea	$45.00
Extension Poles (Pair)	Ea	$15.00	Shower Kit for Decontamination Chamber	Ea	$135.00
Extraction Unit (Carpet Cleaning)	Ea	$200.00	Sprayer, Airless	Ea	$175.00
Extraction Unit (Electric)	Ea	$180.00	Sprayer, Electrostatic	Ea	$165.00
Extraction Unit (Gas Powered)	Hr	$295.00	Sprayer, Pump	Ea	$8.00
Extraction Unit, Portable (Gas Powered)	Ea	$325.00	Trailer - Command / Office	Ea	$650.00
Eye Wash Station	Ea	$28.00	Trailer - Flatbed, Cargo	Ea	$195.00
Fall Protection (harness w/lanyard and life line, excludes pulley)	Ea	$29.00	Trailer - Fuel (refueling trailer)	Ea	$375.00
Filter, Secondary HEPA Diffusers	Ea	$50.00	Trash Can	Ea	$8.50
Flex Duct (Includes T's and Y's)	Ft	$1.00	Truck - Box Truck	Ea	$210.00
Floor Buffer	Ea	$75.00	Truck - Pickup (3/4 Ton)	Ea	$120.00
Floor Cleaner / Stripper / Burnisher (Walk Behind)	Ea	$265.00	Truck - Pulling/Tractor	Ea	$305.00
Fogger, Thermal (Gas Powered)	Ea	$95.00	Utility Terrain Vehicle - (UTV)	Ea	$185.00
Fogger, ULV / Thermal (Electric)	Ea	$30.00	Vacuum, Anti-Static	Ea	$105.00
Four Gas Meter	Ea	$79.50	Vacuum, HEPA	Ea	$95.00
Fuel Cell/Tank (Truck Mounted or Stand Alone)	Ea	$90.00	Vacuum, Wet/Dry	Ea	$25.00
Furniture Blanket	Ea	$8.00	Van, Cargo/Passenger	Ea	$170.00
Gang Box(Misc. Power Tools)	Ea	$67.50	Vehicle, Truck/Car	Ea	$130.00
Generator (less than 10 kw)	Ea	$175.00	Washer, High Pressure (Cold)	Ea	$125.00
Generator 60 - 65 kw	Ea	$535.00	Washer, High Pressure (Hot)	Ea	$205.00
HVAC Cleaning System (Portable)	Ea	$425.00	Washer, Trailer Mounted	Ea	$450.00

Equipment Rental Considerations:

1. *Unscheduled Rental Equipment*
   For equipment not listed that is rented for the project by Cotton the rate invoiced to the Customer will be the rate charged to Cotton plus 10% overhead and 10% profit.
2. *Unscheduled Purchased Equipment*
   If special equipment not listed above is purchased for the project, the daily rental will be 5% of the purchase price.
3. *If Cotton has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that Cotton's discounted rates are offered contingent upon the relevant invoice being paid in full in accordance with the payment terms in the Agreement.*
4. *Scheduled Rental Equipment*
   Under certain circumstances, Cotton may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds our listed price, Cotton will charge the rental rate plus 10% overhead and 10% profit. Listed equipment rates shall apply whether company owned or procured through a third party.
5. *Cotton Supplied Small Tools Charge*
   A "Small Tools" charge of 3.5% is calculated based upon the total billable amount of labor. The following "small tools" list includes but is not limited to: Adj. Wrench, Crow Bar, Pry Bar, Bolt Cutters, Broom (Corn, Street, Push), Paint Brush/Roller, Buckets, Bulb (Demo Light), Chain, Chalk and Chalk Line, Dolly (Floor), Drill Bit Set, Extension Cord/3-Way, Fuel Can, Funnel, Fire Extinguisher, Hammer Carpenter/Sledge, Flashlight, Hand Truck, Ice Chest, Tie/Cord/Twine for lay flat, Floor Scraper, Lockout Tagout Kit, Pallet Jacks, Rake(Leaf/Garden), SDS book, Dust Pan, Putty Knife, Hand Saw, Hack Saw, Scissors, First Aid Kit, Sheet Metal Shears, Shovel (Scoop, Spade, Square), Siphon Pump, Socket Set, Squeegee(Floor/Window), Staple Gun, Tape Gun, Washtub, Utility Knife, Unger Pole w/ Fixi Clamp, Water Cooler, Screw Drivers, Water Hose.
6. *PPE Package Items*
   Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.
7. *Weekly Rental Rates - Equipment*
   Equipment(LGR Dehumidifiers, Air Scrubbers, HEPA Vacuums, and Air Movers) will be calculated at (5) billable days equals (1) week - (20) billable days equals (1) month. Consumable's associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).
8. *Cotton will charge an offsite debris disposal fee of, at minimum, $135.00 per project when onsite waste is not available or provided. Debris may include but are not limited to, carpet, ceiling tile, sheetrock, etc.*

Customer Initials:_____ Cotton Initials:_

9. Cotton reserves the right to adjust the pricing of all equipment based on inflation and market conditions.

Consumables

Chemical / Material Description	***Unit***	***Rate***
Alcohol, Isopropyl	Gal	$ 55.21
Bags, Trash	Rl	$ 35.93
Bags, Trash Environmental - 6ml	Rl	$ 184.03
Boot / Shoe Covers	Pr	$ 1.75
Box, Book / Freeze Dry	Ea	$ 4.22
Box, Dish Pack	Ea	$ 8.12
Box, Picture	Ea	$ 18.60
Box, Wardrobe	Ea	$ 42.00
Brown Paper	Rl	$ 114.75
Brush, Grout	Ea	$ 2.38
Brush, Long Handle / Scrub	Ea	$ 14.07
Brush, Wire	Ea	$ 5.41
Carpet mask 36" x 500'	Rl	$ 264.13
Carpet, Cleaner / Deodorizer	Gal	$ 25.98
Carpet, Defoamer	Gal	$ 86.60
Cleaner, Glass	Gal	$ 19.49
Cleaner, Glass Spray	Ea	$ 10.85
Cleaner, HVAC Coil	Gal	$ 97.43
Containment Boom	Ea	$ 46.00
Degreaser, Heavy Duty	Gal	$ 67.12
Degreaser, Light Duty	Gal	$ 32.93
Deodorizing Gel / Block	Ea	$ 80.11
Deodorizing Liquid	Gal	$ 86.60
Deodorizing Odor Crystals	Gal	$ 112.58
Disinfectant / Biocide / Sporicide	Gal	$ 74.95
Disinfectant / Biocide Tablet	Ea	$ 1.90
Disinfectant / Bleach	Gal	$ 13.53
Disposable Decontamination Chamber (Per room)	Ea	$ 212.89
Ducting, 8" Lay flat (6 mil)	Ft	$ 0.75
Ducting, 12" Lay flat (6 mil)	Ft	$ 1.00
Ducting, 18" Lay flat (6 mil)	Ft	$ 1.25
Ducting, 20" Lay flat (6 mil)	Ft	$ 1.50
Dust Mask	Ea	$ 5.41
Filter, Dehumidifier	Ea	$ 16.45
Filter, Pre Filter for Neg Air Machine	Ea	$ 2.33
Filter, Pleated for Neg Air Machine	Ea	$ 24.36
Filter, Charcoal for Neg Air Machine	Ea	$ 34.64
Filter, HEPA for Neg Air Machine	Ea	$ 335.83
Filter, Pre for HVAC Negative Air Machine	Ea	$ 27.93
Filter, Cube(Secondary) for HVAC Negative Air Machine	Ea	$ 68.20
Filter, Collection bag for HEPA Vacuum	Ea	$ 12.99
Filter, Pre Filter for HEPA Vacuum	Ea	$ 19.49
Filter, HEPA for Hepa Vacuum	Ea	$ 442.38
Filter, Rolled Material	Sf	$ 3.22
Floor Protectant, Ram Board	Rl	$ 119.08
Floor Stripper	Gal	$ 69.28
Floor Wax	Gal	$ 80.11
Furniture Blocks	Bx	$ 151.55
Furniture Pads	Bx	$ 184.03
Furniture Polish	Ea	$ 14.43
Gloves, Cut Resistant	Pr	$ 14.51
Gloves, Surgical Latex / Nitrile	Bx	$ 30.64

Material Description	***Unit***	***Rate***
Gloves, Work / Rubber / Leather	Pr	$ 4.87
Ice Melt - Granular	Lb	$ 1.50
Inventory Tags	Bx	$ 46.55
Lock Tight / Air Lock (grey)	1/2 Gal	$ 75.68
Lubricant, Long Term Preserver - Heavy	Gal	$ 64.10
Lubricant, Preserver - Light	Gal	$ 51.61
Mop Heads	Ea	$ 8.40
Pads, Floor Buffer - Rectangle	Ea	$ 32.35
Pads, Floor Buffer - Round	Ea	$ 10.85
Painters Plastic	Rl	$ 55.00
Plastic FR Sheeting - Cordek	Ea	$ 75.78
Plastic Sheeting (20' x 100') - 6 mil FR	Rl	$ 258.98
Plastic Sheeting (20' x 100') 4 mil	Rl	$ 119.08
Poly Hangers	Ea	$ 6.93
Precut Sheet Metal up to 24" x 24"	Ea	$ 45.42
Remover - Carpet / Mastic	Gal	$ 36.81
Remover - Goof Off	Ea	$ 98.20
Respirator Cartridge	Ea	$ 22.73
Scrub Pads / Sponge	Ea	$ 3.50
Sealant - Encapsulant, Antifungal	Gal	$ 166.71
Sealant - Encapsulant, Asbestos	Gal	$ 16.67
Sealant - Encapsulant, Duct	Gal	$ 95.26
Sealant - Encapsulant, Odor	Gal	$ 88.77
Sleeves, Cut Resistant	Pr	$ 23.82
Sponges, Soot Removal	Ea	$ 5.95
Spray Adhesive	Ea	$ 10.10
Spray Bottle w/ Trigger	Ea	$ 5.41
Stainless Steel Cleaner	Ea	$ 21.14
Sticky Mats 18" x 36" (30 Pads)	Ea	$ 27.60
Tape, Asbestos(Danger)	Rl	$ 25.00
Tape, Blue / painters	Rl	$ 15.16
Tape, Box (Brown)	Rl	$ 17.14
Tape, Box (Clear)	Rl	$ 7.67
Tape, Caution	Rl	$ 19.49
Tape, Double Sided (Containment)	Rl	$ 34.64
Tape, Duct(Grey/White)	Rl	$ 11.91
Tape, Duct(Teal)	Rl	$ 17.32
Tape, HVAC (Aluminum)	Rl	$ 60.62
Tape, Preservation	Rl	$ 30.31
Tarps	Sf	$ 0.26
Thermo Fog	Gal	$ 192.69
Tyvek Suits - Chemical / Forensic	Ea	$ 23.60
Tyvek Suits - General / Mold / Dust	Ea	$ 11.26
Wipes, Cotton Cloth	Lb	$ 5.45
Wipes, Lint Free / Anti Static	Pkg	$ 36.81
Wipes, Microfiber (25 Wipes)	Pkg	$ 35.18
Wood Cream	Qt	$ 35.00
Wrap, Bubble / Anti Static(Large)	Rl	$ 107.32
Wrap, Bubble / Anti Static(Small)	Rl	$ 281.45
Wrap, Shrink	Rl	$ 54.13
Zippers	Ea	$ 13.53

Material Rate Considerations:

1. *Unscheduled Materials*
   For materials not listed above, that are purchased for the project by Cotton, the rate invoiced to the Customer will be the rate charged to Cotton plus 10% overhead and 10% profit.

2. *The foregoing prices shall be applied to all materials listed above that are utilized in the performance of the work whether shipped to the site from Cotton inventory, shipped directly to the site from Cotton's source, or purchased locally by Cotton.*

3. *Cotton reserves the right to adjust the pricing of all materials and consumables based on inflation and market conditions.*

Customer Initials:_____ Cotton Initials:_

EXHIBIT B SERVICE WORK ORDER

SERVICE WORK ORDER NO._____

This Service Work Order No. _____ is made and entered into effective this the _____ day of _____ 202_ by and between Cotton Commercial USA, Inc. (hereinafter referred to as "***Cotton***") and _____, ("***Company***") pursuant to the terms and conditions of that certain Master Service Agreement dated effective as of _____, as heretofore amended or otherwise modified (as so amended and otherwise modified, the "***MSA***").

1. PROJECT DESCRIPTION

The Project is initially described as follows:

_____

_____

_____

_____

2. COMPENSATION

(a) Initial Contract Price:

_____

(b) Initial Deposit and Payment Date:

_____

3. REPRESENTATIVES

The following technical representatives are designated by Cotton and Company for communications regarding this Service Work Order:

Cotton:	Company:
Name: _____	Name: _____
Title: _____	Title: _____
Cell Phone: _____	Cell Phone: _____
Email: _____	Email: _____

4. MSA.

This Service Work Order is made subject to the terms and provisions of the MSA, which terms and provisions are hereby incorporated by reference into this Service Work Order for all purposes. Capitalized terms used in this Service Work Order but not defined herein shall have the meanings assigned to such terms in the MSA.

5. ENTIRE AGREEMENT

Any Work provided for in this Service Work Order which was performed or caused to be performed by Cotton prior to the effective date of this Service Work Order and not under any other Work Order shall be deemed to have been performed under this Service Work Order. The Service Work Order, inclusive of the MSA, constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes any previous agreements or understandings relating thereto.

[*Remainder of page intentionally left blank. Signature page to follow*.]

IN WITNESS WHEREOF, the parties have executed this Service Work Order by their authorized representatives to be effective as of the date first set forth above.

COTTON:	**COMPANY:**
Cotton Commercial USA, Inc.	_____
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____

EXHIBIT C TEMPORARY ROOFING TERMS

ADDITIONAL TERMS AND CONDITIONS REGARDING TEMPORARY ROOFING WORK

1. General Contractor Status. **COTTON IS A GENERAL CONTRACTOR TO OWNER ON THIS JOB.**

2. Disclaimer of Representations and Warranties. **A TEMPORARY ROOF IS INTENDED AS A TEMPORARY SOLUTION TO MITIGATE AGAINST DAMAGE CAUSED BY WATER AND OTHER ELEMENTS UNTIL A PERMANENT SOLUTION CAN BE INSTALLED. COTTON DOES NOT REPRESENT OR WARRANT THAT THE INSTALLATION OF A TEMPORARY ROOF WILL PREVENT THE INFILTRATION OF WATER OR OTHER ELEMENTS. COTTON IS NOT RESPONSIBLE FOR DAMAGE RESULTING FROM THE INFILTRATION OF WATER AND OTHER ELEMENTS BEFORE, DURING OR AFTER INSTALLATION.**

3. Asbestos and Toxic Materials. This Contract is based upon the Work not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the Work. Cotton is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Cotton shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the Property.

4. Access to Roof. Cotton shall be provided with direct access to the roof of the Property. Cotton shall not be required to begin Work until underlying areas of the Property on which Work is to be performed are free from dirt, water, or debris in order to allow continuous full operation until Work completion. The expense of any extra trips by Cotton to and from the Property as a result of the Property not being ready for Work after Cotton has been notified to proceed will constitute part of the Contract Price.

5. Deposit. Company shall pay the Deposit no later than three days after accepting the Contract.

6. Site Conditions. Cotton shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Cotton. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for Cotton to perform the Work shall be performed by others or treated as an extra. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the Work from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the Property.

7. Disclaimer. Cotton disclaims all Claims pertaining to mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of mold, whether those Claims are based on the acts or omissions of Cotton or individuals or entities under Cotton's control. The Company is solely liable and responsible for all Claims caused by mold and incurred by Company, Cotton or Third Parties.

8. Electrical Conduit. The Contract Price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified in the corresponding Service Work Order. Company will indemnify, defined, and hold the Cotton Indemnified Persons harmless from any and all Claims arising out of the presence of electrical conduit, and Company shall render the conduit harmless so as to avoid injury to Cotton's personnel, and any additional expense to Cotton resulting from the presence of such materials shall constitute part of the Contract Price.

9. Protection of Work. Company acknowledges that the Work may cause disturbance or dust to fall into the interior of structures located on the Property. Company agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Cotton shall not be responsible for disturbance, damage, clean-up or loss to interior property that Company did not remove or protect prior to commencement of the Work.

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10. No Warranty. Company acknowledges and agrees that the installation of a temporary roof is intended as a temporary solution to mitigate against damage caused by water and other elements until a permanent solution can be installed. **CONSEQUENTLY, COTTON DOES NOT MAKE ANY WARRANTIES OR COVENANTS (EXPRESS, IMPLIED OR ORAL), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WORK NOR SHALL COTTON BE OBLIGATED FOR ANY OF THE WARRANTIES FROM ANY SUBCONTRACTOR TO COMPANY.**

11. Sealed Attic Liability Exclusion. Cotton disclaims liability for any Claims arising out of or relating to combining a sealed attic system with spray foam insulation or a self-adhered underlayment, and Company agrees to indemnify, defined, and hold the Cotton Indemnified Persons harmless from any and all Claims arising out of said condition(s).

12. Existing Warranties. Company acknowledges that the Work may impair or void manufacturer warranties (if any) providing coverage in connection with Company's existing roof. Company acknowledges and agrees that Cotton shall have no liability to Company for any Claims arising out of any impairment or voiding of any existing warranties as a result of the Work.

13. Damages and Delays. Cotton will not be responsible for damage done to Cotton's work by others. Any repairing of the same by Cotton will be charged at regular scheduled rates over and above the amount of this Contract. Cotton shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Work. Cotton shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Cotton's time for performance under this contract shall be extended for a time sufficient to permit completion of the Work. Cotton and Company agree to allocate certain risks so that, to the fullest extent not prohibited by law, Cotton's total aggregate liability to Company is limited to the dollar amount of the Contract for any and all Claims arising out of or relating to this Contract.

14. Company Protection of Property. Due to the nature of the Work to be done at Company's request, the Company takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, or appurtenances at the job location. Cotton is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the Work or any damage caused by dust or debris caused by the Work.

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EXHIBIT 1 INSURANCE REQUIREMENTS

Coverage	Minimum Limit
Commercial General Liability	$1,000,000 each occurrence; $2,000,000 general aggregate; $2,000,000 products and completed operations aggregate; $1,000,000 personal and advertising injury
Business Automobile Liability	$1,000,000 combined single limit each accident for owned hired and non-owned autos
Workers Compensation	Statutory Texas limits
Employers Liability	$500,000 each accident; $500,000 each employee disease; $500,000 policy disease
Umbrella or Excess Liability	$5,000,000 each occurrence and aggregate, excess of CGL auto and employers liability

Additional-insured status shall apply to ongoing and completed operations to the extent commercially available. Waiver of subrogation shall apply where commercially available and permitted by law. These requirements apply to Cotton, not reciprocally to the District.

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EXHIBIT 2 LOCATIONS

All District-owned, leased, or lawfully controlled locations identified in an authorized Work Order. Inclusion in this Exhibit does not itself authorize Work.

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EXHIBIT 3 DEFINED TERMS

Affiliate. an entity controlling, controlled by, or under common control with a Party.

Change Order. a written, mutually executed change to an authorized Work Order.

Contract Documents. this MSA, its exhibits, an authorized Work Order, Change Orders, and documents expressly incorporated into them.

Deliverables. project-specific reports, records, photographs, logs, assessments, plans, drawings, data, and other items required by a Work Order.

Emergency Work. immediate mitigation, stabilization, temporary protection, or preservation lawfully authorized to protect persons, property, or essential operations.

Final Completion. completion of all Work and closeout obligations, excluding surviving warranty obligations.

Person. an individual or legal or governmental entity.

Project. the undertaking identified in a Work Order.

Property. the District site or other property identified in a Work Order.

Subcontractor. a person or entity retained by Cotton to perform or furnish a portion of the Work, including an Affiliate acting in that capacity.

Substantial Completion. the stage when the Work is sufficiently complete for the District's intended use, subject to minor punch-list items.

Work. the labor, services, goods, equipment, and deliverables expressly authorized by a Work Order or permitted emergency authorization.

Work Order. a written Service Work Order or official District purchase order authorized under Article 4.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 16, 2026

Agenda Item: Targeted Improvement Plan (TIP) for Zundy Elementary, Cunningham Elementary, Fain Elementary, and Booker T. Washington Elementary

Administrators Responsible: Jeff Hill, Executive Director of Elementary Schools

Attachments:

__X____Action Needed _____Future Action _____Presentation _____Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the Targeted Improvement Plan (TIP) for Zundy Elementary, Cunningham Elementary, Fain Elementary, and Booker T. Washington Elementary for submission to the Texas Education Agency as presented by Jeff Hill, Executive Director of Elementary Schools and as recommended by Dr. Lee, WFISD Superintendent of Schools.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 16, 2026

Agenda Item:	Incentive Pay for Early Retirement/Resignation Notice
Administrator Responsible:	Jennifer Spurgers, Director of Human Resources
Attachments:	None

X Action Needed _____Future Action _____Presentation _____Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees a approve the administration's recommendation to amend the 2026–2027 Wichita Falls ISD compensation plan to establish a one-time early notification incentive of $750 for a resignation and $1,500 for a retirement, applying strictly to campus-level professional staff on a term or continuing contract who submit their early notice by January 31, 2027, contingent upon the successful completion of their 2026–2027 contract, as submitted by Director of Human Resources Jennifer Spurgers and recommended by Superintendent Dr. Donny Lee

Explanation:

Offering a monetary incentive motivates early notification by employees that may normally wait until the end of their contract term to inform the district of their intent to retire or resign. This knowledge is beneficial in staffing for the upcoming academic year and for early recruitment of campus professional staff.

Fiscal Note:

$1,500.00 incentive amount for Retirement Early Notification by campus level professional staff
$750.00 incentive for Resignation Early Notification by campus level professional staff