

AGREEMENT BETWEEN ECTOR COUNTY ISD AND UNIVERSITY TEXAS PERMIAN BASIN

This Agreement (the “Agreement”) is made and entered into on March 29, 2022 and effective as of July 1, 2022 (“Commencement Date”) by and between Ector County INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, (“ECISD” or “District”) and The University of Texas Permian Basin (UTPB). (“Operating Partner” or “OP”) (together, the “Parties”) to operate The STEM Academy (the “School”). The purpose of this Agreement is to set forth the objectives, understandings, and agreements of the Parties in connection with the establishment and operation of Senate Bill No. 1882, adopted by the 85th Texas Legislature in 2017, codified as Texas Education Code §§11.174 and 48.252 (“SB 1882”), which allows this cooperative partnership between a public education institution and an in-district charter.

ARTICLE I. RECITALS

- 1.01 Independent School District. The District is an independent school district created within the laws of Texas.
- 1.02 State Institution of Higher Education. The University of Texas Permian Basin is a state institution of higher education created in accordance with the laws of Texas.
- 1.03 Authority to Contract. The Board of Trustees of the District is empowered by Texas Education Code, (“TEC”), §§ Sections 11.157 and 11.174, to contract with a public or private entity for that entity to provide educational services for the District.
- 1.04 Creation of The STEM Academy. Through this Agreement, the Parties intend for UTPB to operate a school to be located on the UTPB Campus located at 4940 South Rd, Odessa, TX 79762. Operation of the School is consistent with the mission of UTPB.
- 1.05 Statutory Authorization. This Agreement is made pursuant to and in accordance with SB 1882, which allows school districts to partner with either an open-enrollment charter school or other eligible entity to operate a district campus, including an in-district charter as in this Agreement.
- 1.06 Charter Granted & Term of Charter. Effective as of the Commencement Date, the District hereby grants the School a charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §§ 12.0521, or 12.0522. The District shall ensure that the charter is properly authorized under TEC Chapter 12, Subchapter C. A charter granted under TEC Chapter 12, Subchapter C begins on

Commencement Date and expires six (6) years after the Commencement Date unless the specified performance goals set forth in Addendum 3 are substantially met, as determined by the Board of Trustees of the District in accordance with TEC § 12.0531.

- 1.07 Non-Profit Organization. The University of Texas Permian Basin is an organization that is exempt from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)). Internal Revenue Code of 1986 (26 U.S.C. § 501(c)(3)), and is hereby contracted to operate a charter granted to the School under TEC Subchapter C, Chapter 12 and is eligible under TEC §§ 11.174 and 12.101(a) to operate the School. UTPB holds an open enrollment charter contract under TEC Subchapter E, Chapter 12, has not had a contract for charter revoked, has received overall performance ratings of acceptable or higher under Chapter 39, Subchapter C for each of the last three years, and has received financial accountability ratings under Chapter 39, Subchapter D of satisfactory or higher for each of the last three years.
- 1.08 Consultation. The OP, in collaboration with the District, has consulted with current campus personnel regarding provisions to be included in this agreement.
- 1.09 Consideration. In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE II. PURPOSE OF AGREEMENT

- 2.01 Contract for Services. This Agreement constitutes a contract for services.
- 2.02 Premise of Agreement. This Agreement is predicated on understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the school level and that autonomy and accountability are mutually reinforcing principles.
- 2.03 Student Achievement. The primary purpose of this Agreement is to improve student outcomes by authorizing OP to operate the School as an autonomous campus subject to transparent accountability requirements. The provisions of this Agreement shall be construed and applied to achieve this purpose.
- 2.04 Continuation of Agreement for the Benefit of Students. The Parties intend that this Agreement may be renewed beyond the Initial Term for successive one-year (1-year) terms, for up to a total of three (3) years in accordance with the provisions of Article IV.

ARTICLE III. DEFINED TERMS

- 3.01 School Campus. School has the meaning assigned in the Texas Administrative Code §97.1051(3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations, scheduling, transportation and other services, and the other responsibilities associated with school operation.
- 3.02 Facilities. Facilities are defined as a building and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building and related improvements are located as more fully defined in Article XIII.
- 3.03. Material Breach. A “material breach” of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by either Party to meet generally accepted fiscal management and government accounting principles, comply with Applicable Law, state agency rule, or meet the student outcome goals required by this Agreement.
- 3.04 Applicable Law. “Applicable Law” means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement under Article IV.

ARTICLE IV. TERM AND TERMINATION

- 4.01 Term; Transition. The term of this Agreement shall begin on the Commencement Date and end on June 30, 2025 (“Initial Term”). At the end of the Initial Term, and if the Agreement has not been terminated under sections 4.03, 4.04, 4.05, or 4.06, then the Parties may elect to renew this Agreement for up to additional three (3) years, in one-year increments (“Renewal Term(s)”), provided such renewal shall be in writing and executed not less than six (6) months prior to the expiration of the then-current Term. If the Parties do not mutually agree to renew this Agreement in accordance with the terms of this Section beyond the Initial Term or any subsequent Term(s), then this Agreement shall expire and responsibility for School Operations will fully transition to the authority of the District within sixty (60) days of the expiration of the then-current Term. OP agrees to cooperate with the District in facilitating a transition of the School’s operation to the District.

- 4.02 Notice of Non-Renewal. If this Agreement has not been terminated under this Article IV *and* the District anticipates opting to not-renew the Term of this Agreement, then no later than September 1 of the final school year of the Initial or any subsequent Renewal Term, and in accordance with ECISD Board Policy ELA(LOCAL), the District shall notify the OP in writing of its intent to not-renew this Agreement.
- 4.03 Termination Right to a Public Hearing. If the School successfully achieves the student outcome goals specified in Addendum 3, attached, the District must hold a public hearing at least thirty (30) days prior to any District action to terminate the Agreement. If the School fails to achieve the student outcome goals specified in Addendum 3, the District shall not extend this Agreement without a public hearing at least sixty (60) days prior to any District action to extend or renew this Agreement. A quorum of the District's Board of Trustees shall attend the public hearing. The District Board may take action to terminate, non-renew, extend or renew this Agreement at any regular or special-called meeting of the District's Board of Trustees.
- 4.04 Termination by Mutual Consent. This Agreement may be terminated at any time without cause by mutual written agreement of OP and the District if said termination is effective no sooner than the end of the then current school year.
- 4.05 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within sixty (60) days after written notice by the non-breaching Party of such Material Breach; provided, however, that if the breach involves failure to protect the health, safety, or welfare of students enrolled at the school within the meaning of TEC §12.115(a)(3), or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required. Said termination of the Agreement may take place at the regular or special called meeting of the District's Board of Trustees, and no public hearing shall be required before said meeting. If the agreement is terminated, the District and the OP will settle up funds based on funds earned. Both parties agree that it is reasonable and is intended by the parties as compensatory and not punitive.
- 4.06 Termination Related to Academic or Financial Performance. The District may terminate this Agreement if the School fails to achieve the Student Outcome or Financial Performance Goals specified in **Addendum 3** in the manner prescribed by Addendum 3. A termination under this section shall be effective at the end of the then current school year so long as notice of such termination is provided no later than thirty (30) days after receipt of the Commissioner of Education's academic ratings or the final determination of student outcome goals.

4.07 Material Reduction in Funding. The intent of the Parties may be to continue this Agreement even if public schools experience a material reduction in funding from the State of Texas during the term of this Agreement. Therefore, if the State of Texas materially reduces funding for public schools following the 2021-2022 biennium, this Agreement shall continue if the parties agree in writing to reduce the funding set forth in Article XIV of this Agreement. For purposes of this Agreement, a material reduction in funding means a reduction of all sources of state funding. If the Parties do not agree to a reduced funding amount per pupil, then this Agreement shall terminate at the end of the then current school year.

ARTICLE V. RELATIONSHIP OF THE PARTIES

5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP will operate as an independent contractor to the District and will be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.

5.02 No Agency. Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind the other Party to any contractual duty other than what is specifically stated in this Agreement. No employee, agent, or contractor employed or retained by the District to perform work at the School under this Agreement will be deemed to be an employee, agent, or contractor of the OP. Unless otherwise accepted, the Parties agree and acknowledge that any person who performs services in connection with this Agreement on behalf of the District must be either an employee or independent contractor of the District and no such employee or independent contractor of the District shall be considered a joint employee of OP. The District will require any District employee or contract employee under the supervision of OP to execute a statement of non-employment with OP. Furthermore, neither Party has the express or implied authority or will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the other Party to any duty imposed by contract, other than this Agreement, unless the Party on which such duty is to be inferred has specifically authorized such action at a meeting of that Party's governing board held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting) and as agreed to in writing by the Parties.

5.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any

other Party. Nothing herein will be construed to create a partnership or joint venture by or between the District and OP.

- 5.04 Assurance of Independence. The OP's School Governing Board, as described in Paragraph 10.02, shall remain independent of the District. OP's School Governing Board is not and shall not be comprised of any members of the District's Board of Trustees, the District's Superintendent, or any District staff member responsible for granting this Agreement.

ARTICLE VI. APPLICABLE LAWS

- 6.01. Scope of Applicable Law. The Parties agree that certain laws and regulations that apply to other schools within the District may not apply to the School or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12. The Parties further agree that, except as provided in this Agreement, as identified in Addendum 2, or required by Applicable Law, no provision, rule, or guideline of Texas law otherwise applicable to a governing body or school shall apply to the School or its operation.
- 6.02. Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with all laws and regulations that do apply to the School or its operation (collectively, "Applicable Law"), as may be amended from time to time. The Parties stipulate that Applicable Law includes, but is not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code to the extent the School is not exempt; record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Local Government Code, to the extent it applies to school districts; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; and any amendments, interpretations, and reauthorizations of the foregoing.
- 6.03 Immunity. Nothing contained in this Agreement shall be read to generally waive District or OP's sovereign immunity, the immunity granted by state law, including TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C, or any immunity available under common law to either Party or the School.

ARTICLE VII. GOVERNING POLICIES

- 7.01. Limitation on Authority. An educational or administrative service necessary for operation of the School, but not specifically reserved for provision by District to provide under this Agreement, shall be provided and solely managed by OP so far as such delegation is permitted by state and federal law. A service is provided by OP if OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service. Neither this paragraph nor this Agreement prohibits the District from contracting with another entity for the provision of services for the campus. Any and all services contracted for or performed for the School must be made in accordance with the responsibilities detailed in this Agreement.
- 7.02 Policy Election. OP shall operate in accordance with the District's Charter Policy specified in Addendum 1 and other policies specified in Addendum 2, as they currently exist or as they may be amended, so long as any such amendment does not constitute a Material Breach of this Agreement or violation of OP Policies. If both Parties agree that an amendment amounts to a Material Breach or violation of OP Policies, then the Parties may agree to operate under a prior (non-amended) policy so long as the prior policy is in compliance with then-current Applicable Laws. In the event of a conflict between this Agreement and the policies specified in Addendum 2, this Agreement shall take precedence as outlined in Section 19.12 of this Agreement.
- 7.03 Adoption and Publication of School Policies. OP's School Governing Board (further described in Article X) will adopt policies addressing matters not specified in Addendum 2, attached to this Agreement, at a public meeting held in conformance with requirements of the Texas Open Meetings Law, Chapter 551, Texas Government Code. OP shall have the initial, final, and sole authority for adopting policies applicable to the School, other than the policies specified in Addendums 1 and 2. All policies adopted by OP shall comply with Applicable Law. To further the collaborative effort between the parties, OP shall also provide drafts of proposed policies or proposed amendments to policies currently in effect to the District for review and comment no later than 30 days prior to the meeting at which the policies are to be considered for adoption or amendment. OP will publish adopted policies and District Board Policies applicable by law or by election under this Agreement on the School's website.
- 7.04 Future Waivers and Exemptions. Pursuant to 19 TAC § 97.1075(d)(6), the School is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and is exempt from all District policies except for laws, rules, and policies that are specifically identified as applicable to the School in this Agreement

and/or incorporated by reference herein. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School. If the District is relieved from compliance from certain state or federal law or regulation through a waiver, adoption, or amendment of a local innovation plan under Chapter 12A, Texas Education Code, the School is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol, or other requirement is granted to another school in the District that serves students at the same grade levels offered at the School, and the policy is not waived by this Agreement, the waiver applies to the School unless the District notifies the School otherwise in writing within 60 days of the waiver's application to the other school(s).

ARTICLE VIII. PERFORMANCE REQUIREMENTS

- 8.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in Addendum 3 are achieved.
- 8.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in Addendum 3 will be determined using the methods, indicators, and timelines specified that Addendum.
- 8.03 Performance Consequences. The Parties agree to specific, material consequences in the event that the operating party does or does not meet the annual academic or financial performance expectations and goals described in Addendum 3.
- 8.04 Responsibilities of OP School Governing Board. OP agrees that it is responsible for ensuring that it achieves performance goals specified in Addendum 3 and is obligated to oversee management of the School through a governing board ("School Governing Board"), as described in Paragraph 10.02, and intervene as required to ensure that performance goals are achieved.
- 8.05 Monitoring Performance. The District shall retain the right to monitor the performance of the School and OP's performance under Addendum 3 to the extent necessary to fulfill its oversight responsibilities. The District shall provide reasonable advanced notice of any formal performance monitoring visit to OP's campus leader. The District shall share the results or findings/observations of any

formal performance monitoring with OP as soon as any report or documentation is completed.

ARTICLE IX. RESPONSIBILITIES

9.01 OP Responsibilities. In accordance with 19 TAC § 97.1075(c), the OP shall have the initial, final, and sole authority over all matters involving curriculum decisions beyond the required minimum, the school calendar, the daily schedule, all assessments to be used on the campus, the campus budget, and the educational programs for student groups. In accordance with Paragraph 11.01, OP shall have initial, final, and sole authority to select, reassign at the School, or request removal of all assigned staff. OP shall have initial, final, and sole authority to hire or terminate OP's employees. OP must employ at least one employee at the School. The OP has the initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue employment, and establish any other terms of employment for its employees.

9.01.1 *Administration.* OP shall select and manage the School's Campus Chief Operating Officer, Principal, Assistant Principal, and any other role designated as an administrator, who may be employed by either the District or OP.

9.01.2 *Teaching Staff.* OP shall, in accordance with its budgetary authority, select and manage the School's teachers, teaching assistants, paraprofessionals, curriculum specialists, program coordinators, and any other academic instructional role, who shall be employed by the District. Qualified individuals chosen from the pool of District's employees and recommended by OP for assignment to the School shall remain the employees of the District. Notwithstanding any of the foregoing, assignment decisions for the School remain within OP's final authority and sole discretion.

9.01.3 *Additional Employees.* OP shall also select and manage the School's guidance counselors, librarians, extracurricular activity instructors, physical education instructors, and any other role directly involved in overseeing/creating academic curriculum, who shall be employed by the District. The OP will be involved in any decision regarding the placement of any unit or role deemed necessary for the service of the students at the campus.

9.01.4 *Special Education:* The OP shall oversee any and all Admission, Review, and Dismissal ("ARD") committee meetings, and ensure proper placement and resources are provided at the School under all Applicable Law. Subject only to a students' Individualized Education plan, the OP shall have final authority regarding how a student's IEP is developed and implemented in the day-to-day learning environment, services, and expectations for students who receive Special Education services at the School, except as required by federal or state law.

9.01.5 *Health*: The OP shall determine and oversee the School's nurse and/or any other health care provider located at the School.

9.01.6 *Maintenance*: The OP shall maintain the School Campus and Facilities by overseeing and contracting for the maintenance of the campus via janitorial staff, grounds keeping, and necessary repair work. The OP shall maintain the School Campus and Facilities in a manner, which is consistent with the level of service provided to OP's other campuses and facilities.

9.01.7 *Record Keeping*: OP shall select and appoint the personnel responsible for maintaining necessary records, which shall include, but not be limited to, student attendance, and State and Federal funds accounting. OP shall provide to District, and District shall thereafter maintain, access to all primary source records pertaining to the School Campus including, but not limited to, records of student performance, student attendance, personnel, and the campus budget.

9.02 District Responsibilities. The District shall maintain control of and shall be responsible for all activities as agreed by the Parties, which includes but is not limited to the below. The amount the District retains for these services may not exceed the District average cost per student for similar services rendered.

9.02.1 *Special Service Screening*: The District shall screen students to determine eligibility for any special services needed that the OP does not have the capacity to provide and retain the cost incurred during the provision of said services from future fund allotments to the OP unless the Parties mutually agree to a flat-rate cost for such services in accordance with Article XVIII, which shall include but is not limited to English Language Learners, special education, and gifted and talented students.

9.02.2 *Transportation*: The District shall provide all necessary transportation to and from the School for purposes of regular school attendance. Any transportation needs outside of the District's regular schedule, including, but not limited to, field trips and regular attendance days at the School that are not regular attendance days for other District schools, shall be contracted back to the District and paid for by OP. District, at their sole discretion and upon reasonable notice, reserves the right to deny transportation services to the OP in the event of inclement weather. The District will not provide transportation to and from school for students who reside outside of the District's Geographic Boundaries except through the use of centralized bus hubs for pickup and drop off as agreed to in writing by the Parties.

9.02.3 *Health*: The District shall collaborate with OP to provide administrative services related to the School-Based nurse including but not limited to training opportunities coordinated by the District for its own employees.

9.02.4 *Food Services*. The District shall provide food and cafeteria services to the School in the manner detailed in this Paragraph. Food Services shall be provided by the District on an annual basis effective July 1st of each year during the term of this Agreement. The District will not be responsible for any meals served to ineligible students by the District's food service vendor. The District is responsible for the distribution and collection of meal applications for all students. OP fully understands that ineligible School students will only be eligible for a substitute meal. If OP approves any other meals to be served at the School other than substitute meals for ineligible students, OP will bear the full responsibility for payment of those meals. OP shall collect financial information necessary to determine student eligibility utilizing the form(s) supplied by the District. OP shall return all financial forms to the District within 30 days of student enrollment.

9.02.5 *Substitute Teachers*. The District shall provide substitute teachers for District employed educators to the School upon request by the School in accordance with District procedures and policies.

9.02.6 *Security Personnel*. The District shall coordinate with OP to assure adequate and appropriate security and safety personnel are assigned to the School and that the School is included as part of the District's Multi-Hazard Emergency Operations Plan.

9.02.7 *Miscellaneous*. The District shall provide other positions expressly agreed-to in writing by the Parties.

ARTICLE X. SCHOOL OPERATIONS

10.01. Operational Autonomy. OP shall have full and sole autonomy with respect to School operations. Domains of autonomy specified in this Agreement are intended as illustrative and do not represent an exhaustive listing.

10.02. Governing Structure. Subject to the terms of this Agreement, OP will appoint a School Governing Board, which will make recommendations to OP regarding management of the School. The School Governing Board shall make recommendations to OP regarding the appointment and management of OP-employed campus leadership personnel defined in Paragraph 10.05, including but not limited to the terms and conditions of such individuals' employment. Initial, final and sole authority regarding management of the School and initial, final and sole authority regarding appointment and management of campus leaders defined in Paragraph 10.05, including terms and conditions of their employment, resides with OP.

- 10.03. School Governing Board. OP represents that a true and accurate list of the anticipated directors (“Directors”) of the School Governing Board is attached to this Agreement as Addendum 4. If there is any change to the Directors during the Term of this Agreement, OP shall provide written notice to the District of the change within 30 days. No District Board of Trustees member, Superintendent, or any staff member responsible for granting this Agreement shall be appointed to the School Governing Board. District staff may not comprise a majority of the School Governing Board.
- 10.04. Budgetary Authority of OP. OP has initial, final, and sole authority to approve or amend the budget for the School.
- 10.05 Campus Chief Operating Officer (“COO”): The Chief Administrator of the School shall be the Executive Director, who shall be employed by, selected by and subject to the control of the OP. The Executive Director shall oversee the School’s day-to-day operations. The School shall be subject to the direction and control of the Executive Director, subject to the requirements of this Agreement. The Executive Director shall ensure that the School’s curriculum meets the requirements of state law, subject to the academic program review.
- 10.05.1 *Principal*. The head of the School shall be the School Principal, who shall be subject to the control of the Executive Director and the OP.
- 10.05.2 *OP Employee*. OP shall hire and manage at least one employee at the School, which may be, but is not limited to, the Executive Director.
- 10.06 Grade Levels. In the 2022-2023 school year, and for each successive school year under this or any future contract term, the School will continue to serve students in grade levels K through 12.
- 10.07 Attendance Area. The School’s attendance area (“Attendance Area”) shall be defined as the area designated in Addendum 5 to this agreement subject to TEC §12.065.
- 10.08 Enrollment Policies. Any student who resides in the Attendance Zone of the school as it existed before the operation of the campus under this contract may attend the School and may not be refused enrollment. If there are additional spots remaining then they shall be filled first by the students who reside in the district and then filled by students who reside outside the school district. The Parties will collaborate and agree on a process for enrollment of students into the School. OP agrees to participate in the District’s annual Choice School application and lottery process to fill any seats available to students who reside within the district. The Parties will collaborate and agree on a process for enrollment of students

into the School, as needed. Those not admitted during the lottery process will be added to the waitlist. In addition to the agreed-upon admission policies, the following applies:

10.08.1 The District shall give preference for admission to students who have siblings currently enrolled at the School and children of UTPB employees in its annual lottery process.

10.08.2 For purposes of determining eligibility and priority, "enrolled" students shall include students who were admitted to the school prior to the effective date of this Agreement, even if such students were not fully enrolled in School until after execution of this Agreement.

10.08.3 OP is prohibited from discriminatory admission, suspension, or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, gender, or academic achievement. OP is further prohibited from requiring that students take a placement exam or other exam as a condition of admission.

10.08.4 All students attending the School shall be enrolled in the District.

10.09 Discipline and Expulsion Policies. See Addendum 2.

10.10 Schedule. OP will have sole authority in determining the school day, school year, bell schedule, schedule for before and after-school services and for extra-curricular activities at the School. OP agrees to provide this information to the District no later than sixty (60) days before start of school and to confer with the District prior to altering.

10.11 District Meetings, Initiatives, and Training. School staff under the supervision and control of OP will not be required to participate in District professional development events, curriculum and instruction trainings, or other meetings unless directed by OP. OP agrees that all School staff will comply with training requirements under Applicable Law. OP will have sole authority to determine professional development activities or programs for School staff.

10.12 Contractor Criminal History Background Checks. OP will require criminal history background checks for vendors, contractors, District employees, OP employees and agents, including but not limited to UTPB faculty, students, and volunteers, who enter the School or any District campus or building who may have direct contact with students. The District will provide OP with the ability to request criminal history background checks through the District's existing criminal background check process. OP shall be responsible for payment for use of the District's background check system. The District and OP shall adhere to reporting requirements, definitions, and laws further detailed in Paragraph 11.02.

- 10.13 Technology Infrastructure; Network Services. The OP shall provide initial technology equipment, infrastructure, and network services, internet, phone services and network security at the School to the extent necessary to establish internet and phone service at the School of a standard reasonably comparable to other District schools. It is the intent of the Parties that responsibility for the repair and maintenance of technology equipment shall lie with the Party that purchased or supplied the equipment. OP and District shall collaborate for consistency between the network services and infrastructure equipment provided by OP at the School and any subsequent equipment needs at the School throughout the term of this Agreement in order to ensure that any new equipment purchased adheres to the District's then-applicable technology standards and is compatible with equipment already present at the School. The title to any equipment purchased or supplied by either District or OP for use at the School during the term of this Agreement shall remain vested in the purchaser or supplier of the equipment. The purchaser or supplier of any technology equipment shall be responsible for repair and maintenance of said equipment throughout the term of this Agreement. Where possible, the District will collaborate with the OP in order to secure discounts and other benefits for the campus available through the E-rate program and other programs to support advanced telecommunications services.
- 10.14 Media Requests. The Parties agree to collaborate in good faith on responses to any media requests or press releases concerning the School. This requirement does not apply to general communications by OP or the District that may include references to the School. The Parties shall collaborate in good faith on any published materials concerning the School or other published material referencing the other party, including without limitation student recruitment information and websites. The OP shall have the right to review, edit and approve any material that references the OP or the School. The Parties understand and agree that if a Party receives a media inquiry of an urgent and exigent nature, then this may require an immediate response without prior consultation with the other Party.
- 10.15 Communications with Students' Parents. The Parties agree to jointly approve a protocol for both general and urgent communications with parents within 60 days of the execution of this Agreement.

ARTICLE XI. STAFFING

- 11.01 Employment. OP has the authority to select personnel and staff assignments as detailed and limited by Article IX. However, OP shall have the initial, final, and sole authority to determine whether any open positions exist in the School and

shall have initial, final, and sole authority to approve the assignment of a District employee applicant to the School, irrespective of seniority or other District-imposed criteria, as detailed and limited by Article IX. Any and all personnel and staff who apply for and are selected for assignment to the School and who are current District employees shall remain District employees. However, OP shall have authority to supervise, manage, and rescind the assignment of any District employee at the School. The District will grant any requests from the OP to rescind the assignment of any district employee or district contractor from the School within 20 business days of receiving the request from the OP. OP shall work in good faith to supply the District with documentation of OP's reasons for the rescission and shall cooperate in any employment actions that may be taken by the District in connection with the employee. Personnel and staff at the School that are employees of the District shall be offered employment contracts in accordance with State law and the District's then-applicable human capital policies and procedures, commensurate with District employees assigned to other District campuses and are eligible to participate in the Teacher Retirement System of Texas ("TRS"). The District shall notify TRS of its eligible employees. However, it has been explained to all assigned staff, and all assigned staff understand, that they may be subject to separate rules for the School and may be reassigned as determined by the OP.

- 11.02 Criminal History Background Checks. To the extent OP opts into the District's HR Services, the District shall perform all criminal history background checks required by Applicable Law and any other employee screening required by District policy, including without limitation those required for School personnel, applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check.
- 11.03 Certified Personnel. The School's personnel shall at a minimum have the qualifications required by Applicable Law for the assigned role except to the extent a requirement has been lawfully waived or the individual is subject a lawful exemption.
- 11.04 Employment Records. The District shall be responsible for maintaining the employment records for all School Personnel employed by the District. OP shall be responsible for maintaining the employment records for all School Personnel employed by OP. The employment records of District employees are the property of the District; the employment records of OP employees are the property of OP. Both Parties shall make one another's employment records respecting any employee assigned to or performing work at or for the School available to the other Party when reasonably requested.

- 11.05 Employee Complaints and Grievances. The Parties agree that employee complaints and grievances will be governed by the applicable policy of his or her employer. Complaints and grievances from District employees at the School will be heard initially by the OP in accordance with its published policies. If the District employee is not satisfied with the resolution proposed by the OP, the employee may present the complaint or grievance to the District in accordance with the processes defined by the District. Notwithstanding the foregoing, District shall not grant a remedy that violates the terms of this Agreement. The Parties agree to collaborate on complaints and grievances affecting employees of both parties. The Parties shall work together to ensure complaints and grievances are adequately addressed.
- 11.06 Non-Solicitation. OP agrees it will not solicit or hire any District employees without first conducting a reference check with the employee's current supervisor (or HR department, if preferred by the supervisor), and unless and until it receives written confirmation from the District that the employee has been released from any contractual obligations with the District. The District agrees it will not solicit or hire any employee of OP unless it receives written confirmation from OP that the employee has been released from any contractual obligation with OP. For lateral hires, both Parties agree to make a good faith effort to hire any staff members making a lateral (same/similar position) transfer across organizations within a mutually agreed upon transfer window, which may extend into the current year. If the Parties do not mutually agree upon a designated transfer window, the District's published transfer window will serve as the transfer window between the Parties. If a lateral transfer opportunity falls outside of the transfer window and while the employee is under current contractual obligations to their current employer, then the current employer must determine whether to release the employee's contractual obligation. Such release will not be unreasonably withheld. For promotions, both Parties agree to make every good faith effort to hire staff applying for a promotion across organizations within the mutually agreed upon transfer window. If a promotion opportunity falls outside of the transfer window, both organizations agree to work together to ensure that the transition does not unnecessarily affect student learning. Nothing in this Agreement alters the nature of OP employees or changes the employment relationship between any employee and his/her employer.
- 11.07 Teacher Retirement System. An employee of the OP is eligible for membership in and benefits from the Teacher Retirement System of Texas if the employee would be eligible for membership and benefits if holding the same position at the District.
- 11.08 OP Cooperation with District Non-Renewal Deadlines. OP shall notify the District at least thirty (30) days prior to the District's non-renewal deadline which District

employees will not be accepted or asked to return to the School for the following school year. The District will provide OP with a copy of the District's non-renewal timeline. This provision shall not have any effect on OP's authority to remove an employee from the School Campus, in accordance with Paragraph 11.01.

ARTICLE XII. ACADEMIC PLAN

- 12.01 Curriculum and Program. OP shall manage, oversee, and direct the academic and educational services and programs at the School. OP will have sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 Texas Administrative Code §74.2 (relating to Description of a Required Elementary Curriculum) or §74.3 of this title (relating to Description of a Required Secondary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at that campus. This authority includes initial, final, and sole authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, students receiving special education services, and other statutorily defined populations.
- 12.02 Educational Plan or Academic Model. OP will have the initial final and sole authority implement the education plan or academic model described in its proposal to operate the School, attached as Addendum 6 as well as to achieve the student outcome goals attached as Addendum 3. The OP will include in the plan or model the vision for the School, including its culture, curriculum, assessment program, instructional strategies, talent recruitment and management strategies, professional development activities or programs, evidence that the aforementioned strategies and programs can be effective with the student population served at the School, and the management routines and practices to be implemented by the OP in managing the staff and academic programs at the School. OP will ensure that curriculum satisfies the minimum requirements outlined in TEC 28.002. OP agrees to notify ECISD of any significant alteration of this plan within 10 days.
- 12.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the School and represents that selected materials will align with the TEKS, or its successor, and any other standards that may be required under Applicable Law.
- 12.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by state for federal law.

- 12.05 Extracurricular Programming and Participation. Students enrolled at the School may join any extra-curricular activity offered to the District students to the same extent as other students so long as participation does not interfere with the School's schedule, tutorials, or other parts of the Program as determined by the OP school leader and so long as such enrollment adheres to the rules and guidance of the University Interscholastic League ("UIL").
- 12.06 Student Behavior. Students enrolled at the School will be required to follow the OP Code of Student Conduct as presented in its proposal to operate the School and attached as Addendum 6. OP reserves the right to develop its own Code of Student Conduct. OP agrees to notify the District of any modification of its Student Code of Conduct in writing at least thirty (30) days in advance of implementation. OP agrees that it will not modify expulsion provisions without consent of the District and agrees to notify the District of any other modification in writing at least 10 days in advance of implementation. OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons.
- 12.07 Due Process. OP will cooperate with the District to ensure that due process is afforded with respect to student removals and expulsions as required by law and outlined in OP adopted board policy.

ARTICLE XIII. FACILITIES

- 13.01 Facilities; Grant of License. OP agrees to provide the following facilities (collectively, the "Facilities") for the School: (a) the land, buildings, and improvements described in Addendum 7 to this Agreement (collectively, "Space Facilities"); and (b) all OP-owned office furniture, equipment, and other personal property in the Space Facilities (collectively, "OP Personal Property"). OP hereby grants to the District and the District's instructors, employees, and students a non-exclusive license to use, on the terms and conditions set forth herein, the Facilities. The Parties may expand or reduce the amount of space allotted to use by the District during the term as mutually determined and agreed upon by the parties. Facilities do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum.

The Facilities are provided and are being licensed "AS IS" and "WITH ALL FAULTS," and the OP makes no representation or warranty of any kind, expressed or implied, with respect to the condition of the Facilities (including habitability, fitness or suitability for particular purpose of the Facilities). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OP HEREBY DISCLAIMS, AND THE DISTRICT WAIVES THE BENEFIT OF, ANY AND ALL

IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR THE DISTRICT'S PURPOSE. THE DISTRICT ACKNOWLEDGES THAT NEITHER THE OP NOR ANY AGENT OF THE OP HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OF THE FACILITIES FOR THE PURPOSE HEREIN INTENDED. BY USING THE FACILITIES, THE DISTRICT SHALL BE DEEMED TO HAVE ACCEPTED THE SAME AS SUITABLE FOR THE PURPOSE HEREIN INTENDED.

The license granted herein is subject to any and all easements, rights-of-way, covenants, conditions, restrictions, and outstanding mineral or royalty interests, if any, relating to the Facilities (or any portion thereof), to the extent the same still may be in force and effect and either shown of record in the Office of the County Clerk of the county in which the Space Facilities are located, or apparent on the Space Facilities. The OP reserves the right to grant future licenses, easements, leases, and subleases, to the extent the same do not unduly interfere with the District's rights hereunder.

13.02 Ownership. The Parties acknowledge that all Facilities are owned by the OP.

13.03 Permitted Use. Beginning on July 1, 2022 ("Possession Date"), and during the Term of this Agreement, the District may use and occupy the Facilities solely for the operation of the School as permitted by this Agreement and Applicable Law. To the extent the District wishes to use the Facilities for educational activities, separate from the School but associated with its educational purposes, the District must seek approval from OP, and such approval shall not be unreasonably denied. Any use of the Facilities by any other individual, group, or organization shall be governed by the OP's facilities use policies. Any additional direct costs for such facility use shall be reimbursed to OP by the District.

The District shall perform its permitted activities in the Facilities in an efficient and reputable manner so as to not harm the business or reputation of OP or the Facilities. The District shall not do, or permit anything to be done or kept in the Facilities which will increase the possibility of fire or other casualty or increase the then-current premiums for, or void the coverage of, any insurance policies on the Facilities or contents of the Facilities. All personal property owned by the District or its students, instructors and employees that is stored or maintained within the Facilities by the District shall be at sole risk of the District or other owner of the personal property; except to the extent that any damage, destruction, or other loss of such personal property is caused by the negligence or willful misconduct of OP or OP's employees or agents; provided further that the District and its students, instructors and employees shall not store any personal property in the Facilities outside of the hours of use granted to the District hereunder except with the prior written consent of OP, and then solely

at the District's risk.

- 13.04 Furniture and Equipment for Classrooms and Instructional Areas. OP agrees to supply the OP Personal Property for the School, including any chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the School. Such furniture and equipment does not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum. The District also may furnish other furniture, fixtures, or equipment, at the District's cost and expense, as the District determines necessary. The title to all furniture and equipment supplied/purchased by the OP remains vested in the OP. The title to all furniture and equipment supplied/purchased by the District with federal, state, or local funds for use by the School remains vested in the District. The District shall follow the OP's property management system procedures for all OP property. OP and the District shall tag and identify their respective property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets located at the School.
- 13.05 Fixtures and Alterations. The District will not modify, alter or repair the Facilities without the prior written approval of OP. Without limiting the generality of the foregoing, the District may attach non-permanent materials and fixtures to the walls of the School's classrooms but may not make any other alterations (including adding or removing fixtures) in or to the School's classrooms or any other part of the Space Facilities that would alter the walls, floors, or any other permanent structure of the Space Facilities without the prior written consent of OP.
- 13.06 Janitorial and Utility Services. OP shall provide janitorial services, for the School. OP WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN ANY UTILITY SERVICE TO THE FACILITIES. HOWEVER, OP WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE.
- 13.07 Order and Maintenance. The District shall maintain the School classrooms and any other portion of the Space Facilities, such as office space and storage area used exclusively for the District in a neat and orderly manner. The District shall not commit, and shall not allow its students, instructors, and employees to commit, any waste or damage on any portion the Facilities. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students. OP shall be responsible for routine maintenance and major repairs of the School, including upgrades, HVAC equipment, roof repairs, and parking lot repairs, subject to the obligation of the District to reimburse OP for all damages

thereto arising from the negligence or willful misconduct of the District or its students, instructors and employees.

- 13.08 Surrender of the Facilities. On the expiration or termination of this Agreement, the District shall surrender and leave the Facilities in the same condition in which they were received unless otherwise agreed upon in writing. Reasonable wear and tear from use will be accepted. The District shall return and surrender to OP all exterior door keys, interior door keys, mailbox keys, and security access cards provided to OP by the District. Further, the District agrees to remove its personal property from the Space Facilities and repair any damage to the Facilities caused by the District performing the removal. The District shall have sixty (60) days following the expiration of the Initial Term of this Agreement or any subsequent Renewal Term in which to surrender the Facilities. The District shall have ninety (90) days following the Termination of this Agreement under Section 4.04 or 4.05 in which to surrender the Facilities, unless otherwise agreed upon by the Parties.

ARTICLE XIV. FINANCIAL MATTERS

- 14.01 Payment Sources & Structure. The Parties understand that this Agreement allows for the School to receive the District's usual funds from the State's Foundation School Program ("FSP Funds") that all eligible students within the District receive, and to receive additional SB 1882 funds ("SB1882 Funds") for those eligible students due to this partnership Agreement. The District shall allocate these FSP Funds and SB 1882 Funds, in the manner described in Sections 14.02 and 14.03 below.

- 14.02 Determination of Funding Allocation. Compensation to OP for eligible students is based primarily on the weighted average daily attendance (WADA) allocation received by the district for students enrolled in the School and in actual student attendance. For the 2022- 2023 school year, ("initial year"), OP shall receive from the District according to the base student allotment designed by TEA for the District. In 2021-2022, this amount was \$6,159 per student ADA plus weights for compensatory education, special education, bilingual (English Language Learners), gifted and talented and career and technology, per school year based on a 180-day school year. OP shall additionally receive a share of any other allotments received by the District (including the instructional materials allotment) in direct proportion to the number of students enrolled at the School. Moreover, in a manner consistent with 19TAC 97.1075 (c), the OP shall have access to applicable federal, state, and local funds due to the campus from the District each year. Federal funds shall be allocated according to formulas used to allocate for all District campuses. The budget for the first year of operation of the School is included as Addendum 8.

14.02.1 *Instructional Materials Allotment.* The Instructional Materials Allotment attributable to the School shall not be included in FSP Funds calculation and shall be held by the District in a designated account for the School and spent in accordance with the budget and at OP's direction.

14.03 SB 1882 Funds. The parties agree that the OP will receive applicable SB 1882 designated funds in monthly installments from the District as set forth in Section 14.05 of this Agreement. Both Parties acknowledge and agree that the goal of this Agreement is to focus effort, money, assistance, and aid to the School's students.

14.03.1 *Facilities Allotment.* The OP shall receive the facilities allotment included in the SB 1882 calculations as long as the OP remains non-district owned facilities. The OP and the District will agree upon how to expend those funds on an annual basis. Any excess costs shall be the responsibility of OP.

14.04. Individual Service Pricing. The District shall annually publish a service menu and price list for educational and support services other than or in addition to what the District is required to provide under this Agreement no later than April 1 of the following school year. Such services may include but are not limited to professional development; participation of School students in extra-curricular activities; transportation for field trips; and transportation or food services needed on days in which the District is not operating (if the School operates on a different schedule than other District schools). Prices will be stated in a per- enrolled student, per square foot, or per-day basis format. Prices will be the at cost prices for District schools. OP may select any, all, or none of the published services not otherwise assigned by this Agreement at its own discretion.

14.05. Distribution of Funding Allocation. Payments of the funding allocation set forth above shall be made in monthly installments on the 15th day of the month during the term, commencing on August 15, 2022 or soon after based on the partnership benefits approval timeline by TEA and shall be paid directly to OP. Payments shall be issued on an average monthly basis, based initially on a projected initial enrollment of 775 students at an estimated 96% attendance rate, an estimated 5% LEP students, and an estimated 20% economically disadvantaged, over 10 periods, the settle up payment will be by October 31st based on year end PEIMS submissions and TEA calculations of charter school funding period. In the event, that the OP is underpaid or overpaid, arrangements will be made for the refund or additional compensation. In the event that the *15th* shall fall on a Saturday or Sunday or holiday, payment shall be made on the following Monday.

14.06 Limitations. Payment shall be issued contingent on current Weighted Average Daily Attendance (WADA) and Full Time Equivalent (FTE) records (as applicable)

for the periods covered in this Agreement. In no case shall the District be obligated to pay any amount for students not included in the District's eligible ADA count to the Texas Education Agency. Notwithstanding any terms herein to the contrary, the District's obligation to compensate OP is expressly subject to the receipt, adjustment, or modification of funds by the District from the State of Texas specifically allocated for those eligible students in attendance at OP. In the event that such funding is not received or reduced, the District shall not be obligated to OP in any amount, and OP may terminate this Agreement. In the event of Termination under this Section, arrangements shall be made in writing for the repayment of unused funds. This section shall not be construed to relieve the District of any responsibility or obligation to OP if the District fails to receive funding as a result of a failure by the District or its agents or contractors to fulfill requirements necessary for securing funding from the State of Texas. OP will be responsible for completing all required paperwork identified by the District to receive funds for out-of-district transfer students as authorized under Texas Education Code sections 25.035-.037. However, the District will have the final responsibility for approving the transfer of eligible out-of-district students and school funds for such transfer students.

- 14.07 Procedure for Initiating Payment. District shall use current enrollment, demographic data, and Weighted Average Daily Attendance (WADA) to determine next year funding. If OP is aware of impending changes in enrollment, OP shall make District aware by April 1 of each year.
- 14.08 Refund upon Termination. In the event of termination prior to the full term of this Agreement, OP agrees to refund to the District within ninety (90) days of the date of termination all advanced but unearned funds.
- 14.09 Federal and State Grants. In addition to the funding described above, OP may also be eligible for Federal entitlement grants, such as Title I, as approved by the Federal granting agencies and the State. Such funding must be spent as approved and designated by Federal and State agencies. OP admits knowledge of and agrees that the District's obligation hereunder for payment of Federal and/or State grants is limited to and expressly subject to receipt of any funds from the Texas Education Agency. In the event the District is required to refund any funds received from TEA or any other party specifically designated for any Federal or State grant program, then it is understood and agreed that OP shall refund such amounts to the extent they were actually received.
- 14.10 Special Education. The District shall have systems in place to assure appropriate state and federal funding for Special Education Services are made available to OP in a timely manner.

- 14.11 Contracting, Purchasing and Procurement. OP may establish school-level systems for obtaining, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement. OP will ensure compliance with applicable state and federal contracting and payment. OP reserves the right to contract for any services it deems beneficial in operation of the School.
- 14.12 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. The Parties shall comply with the financial performance goals detailed in Addendum 3, which shall include, but is not limited to a completion of OP's annual financial report, receipt of an unqualified audit opinion, and specific consequences in the event that OP does not meet the financial performance goals. In addition to any audits required by Applicable Law, OP shall submit to the District within 180 days following the end of each fiscal year during the Term of this Agreement, financial statements audited by an independent certified public accountant. The District shall also retain the right to conduct its own campus audit of the School and annual audit of OP as it deems necessary. OP agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state, or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event an audit occurs and any expenditures relating to this Agreement are disallowed, OP agrees to reimburse the District immediately for the requisite full amount.
- 14.13 OP's Acceptance and Use of Other Support. The Parties acknowledge that OP may raise private philanthropic funding and other sources of funding, including but not limited to public and private grants, which it may use to support the costs of the School. The District acknowledges and agrees that any philanthropic or other funding support raised by OP to support the School will be accepted and used at OP's sole discretion.
- 14.14 OP's Existing Fund Balance. As an existing Subchapter E Charter School, OP currently maintains a General Fund Balance ("Fund Balance") in excess of standard financial requirements. The Parties agree that the highest and best use for the Fund Balance will be achieved by having those funds follow their intended recipient student population. The Parties further agree that the best manner in which to achieve this goal is for the entire Fund Balance to remain under the control of the OP for the benefit of the students served by the School for so long as the Agreement remains active. Thereafter, any remaining Fund Balance shall be transferred to the legal entity responsible for School Operations.

- 14.14.1 To the extent any amount of the Fund Balance is transferred to the District by operation of law, regulation or administrative action, the District shall commit such Fund Balance to the School's Operating Budget as requested by OP and shall otherwise administer the fund balance for the benefit of the School for so long as the School continues to serve students under the Terms of this Agreement. The District shall not commit any portion of the Fund Balance to functions or purposes outside of the Terms of this Agreement without OP's written consent for so long as the School continues to serve students under the Terms of this Agreement.

ARTICLE XV. RECORDS AND REPORTING

- 15.01 Records Management System. OP shall implement a records management system that conforms to the system required of school district under the Local Government Records Act, Section 201.001 *et seq.*, Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than seven (7) years from the latter of the date of termination or renewal of the agreement.
- 15.02 State and Federal Reporting. OP shall report timely and accurate information to the District as necessary for the District to comply with all applicable state and federal requirements. OP shall report information in the manner requested by the District and correct any demonstrable errors as requested by the District provided that the manner of reporting or correction requested is not unduly burdensome to the OP.
- 15.03 Lawful Disclosure. To the extent that OP or the District will come into possession of student records and information, and to the extent that OP or the District will be involved in the survey, analysis, or evaluation of students incidental to this Agreement, both parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and the Texas Public Information Act. In the event that the District is required to furnish information or records of the School pursuant to the Texas Public Information Act, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the district may object to disclosure of information and records under the Family Educational Rights and Privacy Act or the Texas Public Information Act.

ARTICLE XVI. INTELLECTUAL PROPERTIES

- 16.01 Proprietary Materials. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data,

documents, and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by OP for the School shall be OP's proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

16.02 Name. The STEM Academy

ARTICLE XVII. LIMITATIONS OF LIABILITY AND INSURANCE

17.01 Insurance Coverage. The Parties acknowledge and understand that, as of the Effective Date, OP maintains automobile liability insurance for all University-owned, -hired, and non-owned vehicles with limits of at least \$250,000 per person and \$500,000 per accident for bodily injury and \$100,000 for property damage, and that these damage limits are set by statute. OP further agrees to maintain any additional insurance in accordance with Applicable Law. OP reserves the right to self-insure as permitted by Applicable Law. The District shall maintain casualty insurance on its personal property and commercial general liability coverage applicable to any services it provides at the School, in substantially the same manner as it maintains such insurance with respect to other District schools. Notwithstanding the foregoing requirement regarding insurance coverage, the District shall have the right to self-insure part or all of said insurance coverage in the District's sole discretion. In the event that the District elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, the District shall make funds available to the same extent that they would have been available had such insurance policy been carried.

17.01.1 The Parties acknowledge and understand that, as governmental entities, both Parties are immune from suit and liability unless the State (i.e., the Legislature) consents to the suit, and that neither Party shall be responsible for the negligence or liability of the other Party.

17.01.2 District acknowledges that Operating Partner is an agency of the State of Texas and has only such authority to obtain insurance for third parties as is granted to Operating Partner by state law or as may be reasonably implied by such law. Operating Partner shall have no obligation under this Agreement to obtain policies of insurance and shall have the right, in

Operating Partner's sole discretion, to determine whether Operating Partner will maintain policies of insurance, operate programs of self-insurance, or utilize any other program of risk-protection in connection with Operating Partner's operations.

- 17.01.3 District acknowledges that because Operating Partner is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Operating Partner (other than the medical liability of medical staff physicians) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101, as amended from time to time.
- 17.01.4 Workers compensation insurance coverage for employees of Operating Partner will be provided by Operating Partner as mandated by the provisions of Texas Labor Code, Chapter 503, as amended from time to time.
- 17.02 Evidence of Insurance. To the extent either party uses commercial insurance to satisfy its obligations under this Agreement, upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.
- 17.03 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.
- 17.04 Insurance Companies. To the extent either Party acquires insurance coverage described in this Article from a commercial insurance provier, such insurance shall be obtained from companies that are authorized to do business in the State of Texas.
- 17.05 Additional Insurance Requirements. The Parties acknowledge that additional insurance requirements may become necessary as roles and responsibilities change over the course of the Operating Partnership. The Parties agree to cooperate in updating insurance requirements as required due to such changes.
- 17.06 INDEMNIFICATION. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, OP will indemnify the District against claims arising out of this

Agreement that result from OP's intentional or negligent acts. To the extent permitted under the laws and Constitution of the State of Texas and without waiving any defenses, including governmental immunity, the District will indemnify OP against claims arising out of this Agreement that result from the District's intentional or negligent acts. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise, to any third party.

ARTICLE XVIII. Service-level Agreements

- 18.01 OP Authority. The OP has sole decision-making authority regarding the delivery of any service related to transportation, food services, janitorial, security, or related services. OP may, at its sole discretion, choose to purchase one or more services from the District, including student transportation, child nutrition, services for special populations, library, counseling, facilities maintenance, temporary alternative programs, and other services at a cost jointly approved annually. The cost of such services will be agreed upon at a per-enrolled student amount, per-square foot amount, per-campus amount, or as a percentage of the total district budget for the service and are set forth in Addendum 9, attached. If OP operates more than one campus within the District, the services and terms of purchases may vary for each school. The District will not and cannot require the OP to use any District provided services without the consent and agreement of the OP.
- 18.02 Administrative Services. The Parties agree that the District shall withhold no more than the annual TEA approved restricted indirect cost rate of all FSP and SB 1882 funds annually for the District administrative services, which is in addition to specific services selected in the individual service pricing, including mandatory state and federal reporting and data system administration. The Parties agree to meet annually to review and jointly approve such fees. Itemization and cost of administrative services will be set forth in Addendum 9, attached.
- 18.03 Individual Service Pricing. The District agrees to publish annually a service menu and price list for all services. Prices will be stated in a per-enrolled or per-square foot format. Prices will be actual prices that the District service costs for District schools.
- 18.04 Service Pricing at Cost. If the OP decides, as documented in this agreement, to buy services from the District then the District must charge the OP the same per-pupil or per-square foot price that the District delivers the service to District direct run schools.

ARTICLE XIX. GENERAL AND MISCELLANEOUS

- 19.01 Entire Agreement. This agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract.
- 19.02 Severability. If any provision of this contract is determined by a court other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect so as to give effect to the intent of the parties to the extent valid and enforceable.
- 19.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 19.04. Venue. Any suit arising under this contract shall be brought in Ector County, Texas.
- 19.05. Governing Law. In any suit arising under this contract, Texas law shall apply.
- 19.06 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.
- 19.07 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 19.08 Amendment. Any and all amendments to this Agreement and its addendums must be in writing and signed by both Parties and shall not conflict with Applicable Law.
- 19.09 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of epidemic, pandemic, earthquake, hurricane, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement. In the event that the facilities as defined in section 3.02 are required to be closed

and instruction cannot be provided, as determined by the District, either party may terminate the agreement with ten (10) days written notice. Any funds earned by and consequently due and owed to OP as of the date of the Agreement's termination based on this Section 19.12 shall be paid to OP within ninety days of the Agreement's termination.

19.10 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the OP:
Dr. Sandra Woodley
President
The University of Texas Permian Basin
4901 E. University Blvd.
Odessa, TX 79762

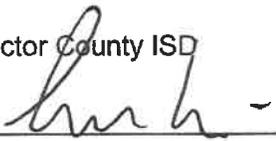
If to the DISTRICT:
Dr. Scott Muri
ECISD Superintendent's Office
PO Box 3912
Odessa, TX 79760
Scott.Muri@ectorcountyisd.org

19.11 Additional Approval. The Parties acknowledge that this Agreement is subject to approval in accordance with the policies and procedures of The University of Texas System and by the District's Board of Trustees, and that this Agreement is not effective until such approvals have been granted.

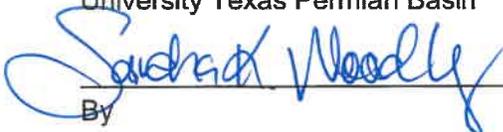
19.12 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Addenda, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

Entered into this 29 day of March, 2022

Ector County ISD


By _____

University Texas Permian Basin


By _____

and instruction cannot be provided, as determined by the District, either party may terminate the agreement with ten (10) days written notice. Any funds earned by and consequently due and owed to OP as of the date of the Agreement's termination based on this Section 19.12 shall be paid to OP within ninety days of the Agreement's termination.

- 19.10 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the OP:

Dr. Sandra Woodley
President
The University of Texas Permian Basin
4901 E. University Blvd.
Odessa, TX 79762

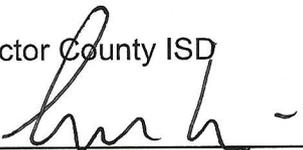
If to the DISTRICT:

Dr. Scott Muri
ECISD Superintendent's Office
PO Box 3912
Odessa, TX 79760
Scott.Muri@ectorcountysd.org

- 19.11 Additional Approval. The Parties acknowledge that this Agreement is subject to approval in accordance with the policies and procedures of The University of Texas System and by the District's Board of Trustees, and that this Agreement is not effective until such approvals have been granted.
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Entered into this 29 day of March, 2022

Ector County ISD



By

University Texas Permian Basin

By

ADDENDUMS REFERENCE

Addendum 1: The District's Charter Policy

Addendum 2: Board Adopted School Policies

Addendum 3: Student Outcome and Financial Performance Goals

Addendum 4: OP Governing Board

Addendum 5: School Attendance Area

Addendum 6: OP Charter Proposal (Application)

Addendum 7: Facility Plan

Addendum 8: First Year Budget

Addendum 9: The District Services and Fees

Addendum 1: The District's Charter Policy

ELA (LOCAL) - CAMPUS OR PROGRAM CHARTERS: PARTNERSHIP CHARTERS

[https://pol.tasb.org/Policy/Download/421?filename=ELA\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/421?filename=ELA(LOCAL).pdf)

Addendum 2: Board Adopted School Policies

The Operating Partner and School are subject only to those laws and rules to which a campus granted a charter under Subchapter C, Chapter 12 of the Education Code is subject. Certain laws and regulations that apply to other schools within the District may not apply to the School. The items included in this Addendum are the specified district policies the Operating Partner agrees to operate within for the duration of the contract, and only to the extent they do not conflict with Operating Partner's relevant policies.

Policy Reference	Title
AF	Innovation District
DN	PERFORMANCE APPRAISAL
DNA	PERFORMANCE APPRAISAL - EVALUATION OF TEACHERS
DNB	PERFORMANCE APPRAISAL - EVALUATION OF CAMPUS ADMINISTRATORS
DP	PERSONNEL POSITIONS
EB	SCHOOL YEAR
EC	SCHOOL DAY
EEH	INSTRUCTIONAL ARRANGEMENTS - HOMEBOUND INSTRUCTION
EHAA	BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS)
EHBAF	SPECIAL EDUCATION - VIDEO/AUDIO MONITORING
EHBB	SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS
EHBC	SPECIAL PROGRAMS - COMPENSATORY/ACCELERATED SERVICES
EHBD	SPECIAL PROGRAMS - FEDERAL TITLE I
EHBE	SPECIAL PROGRAMS - BILINGUAL EDUCATION/ESL
EHBF	SPECIAL PROGRAMS - CAREER AND TECHNICAL EDUCATION
EHDB	ALTERNATIVE METHODS FOR EARNING CREDIT - CREDIT BY EXAMINATION WITH PRIOR INSTRUCTION
EHDC	ALTERNATIVE METHODS FOR EARNING CREDIT - CREDIT BY EXAMINATION WITHOUT PRIOR INSTRUCTION
EHDD	ALTERNATIVE METHODS FOR EARNING CREDIT - COLLEGE COURSE WORK/DUAL CREDIT
EHDE	ALTERNATIVE METHODS FOR EARNING CREDIT - DISTANCE LEARNING
EI	ACADEMIC ACHIEVEMENT
EIA	ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS
EIC	ACADEMIC ACHIEVEMENT - CLASS RANKING
EIE	ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION
EIF	ACADEMIC ACHIEVEMENT - GRADUATION
EL	CAMPUS OR PROGRAM CHARTERS
ELA	CAMPUS OR PROGRAM CHARTERS - PARTNERSHIP CHARTERS
EMB	MISCELLANEOUS INSTRUCTIONAL POLICIES - TEACHING ABOUT CONTROVERSIAL ISSUES
EMI	MISCELLANEOUS INSTRUCTIONAL POLICIES - STUDY OF RELIGION
FB	EQUAL EDUCATIONAL OPPORTUNITY
FDA	ADMISSIONS - INTERDISTRICT TRANSFERS

FDC	ADMISSIONS - HOMELESS STUDENTS
FDE	ADMISSIONS - SCHOOL SAFETY TRANSFERS
FEA	ATTENDANCE - COMPULSORY ATTENDANCE
FEB	ATTENDANCE - ATTENDANCE ACCOUNTING
FEC	ATTENDANCE - ATTENDANCE FOR CREDIT
FFA	STUDENT WELFARE - WELLNESS AND HEALTH SERVICES
FFAA	WELLNESS AND HEALTH SERVICES - PHYSICAL EXAMINATIONS
FFAC	WELLNESS AND HEALTH SERVICES - MEDICAL TREATMENT
FFAF	WELLNESS AND HEALTH SERVICES - CARE PLANS
FFB	STUDENT WELFARE - CRISIS INTERVENTION
FFBA	CRISIS INTERVENTION - TRAUMA-INFORMED CARE
FFF	STUDENT WELFARE - STUDENT SAFETY
FFG	STUDENT WELFARE - CHILD ABUSE AND NEGLECT
FFH	STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
FFI	STUDENT WELFARE - FREEDOM FROM BULLYING
FJ	STUDENT FUNDRAISING
FL	STUDENT RECORDS
FM	STUDENT ACTIVITIES
FMA	STUDENT ACTIVITIES - SCHOOL-SPONSORED PUBLICATIONS
FMG	STUDENT ACTIVITIES - TRAVEL
FMH	STUDENT ACTIVITIES - COMMENCEMENT
FN	STUDENT RIGHTS AND RESPONSIBILITIES
FNA	STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT EXPRESSION
FNAA	STUDENT EXPRESSION - DISTRIBUTION OF NONSCHOOL LITERATURE
FNCA	STUDENT CONDUCT - DRESS CODE
FNCE	STUDENT CONDUCT - PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES
FNE	STUDENT RIGHTS AND RESPONSIBILITIES - PREGNANT STUDENTS
FNF	STUDENT RIGHTS AND RESPONSIBILITIES - INVESTIGATIONS AND SEARCHES
FNG	STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES
FO	STUDENT DISCIPLINE
FP	STUDENT FEES, FINES, AND CHARGES
GBAA	INFORMATION ACCESS - REQUESTS FOR INFORMATION
GE	RELATIONS WITH PARENT ORGANIZATIONS
GF	PUBLIC COMPLAINTS
GKA	COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES
GKB	COMMUNITY RELATIONS - ADVERTISING AND FUNDRAISING
GKC	COMMUNITY RELATIONS - VISITORS
GKDA	NONSCHOOL USE OF SCHOOL FACILITIES - DISTRIBUTION OF NONSCHOOL LITERATURE
GKE	COMMUNITY RELATIONS - BUSINESS, CIVIC, AND YOUTH GROUPS

GNE	RELATIONS WITH EDUCATIONAL ENTITIES - EDUCATION ACCREDITATION AGENCIES
GRA	RELATIONS WITH GOVERNMENTAL ENTITIES - STATE AND LOCAL GOVERNMENTAL AUTHORITIES

Addendum 3: Student Outcome and Financial Performance Goals

	Campus 2019	2022-2023	2023-2024	2024-2025
Performance Measure #1				
Overall Scaled Score	77	≥ 81	≥ 83	≥ 85
Performance Measure #2				
Student Achievement Domain I Scaled Score	77	≥82	≥ 84	≥ 86
Performance Measure #3				
Closing the Gaps: STAAR All Student Groups	76	≥ 80%	≥82%	≥ 84%

		2022-2023	2023-2024	2024-2025
Performance Measure #4				
K-1 st Grade Reading Achievement NWEA		Percent of students at or above national EOY RIT score ≥40%	Percent of students at or above national EOY RIT score ≥ 43%	Percent of students at or above national EOY RIT score ≥ 45%
Performance Measure #5				
K-1 st Grade Math Achievement NWEA		Percent of students at or above national EOY RIT score ≥ 40%	Percent of students at or above national EOY RIT score ≥ 43%	Percent of students at or above national EOY RIT score ≥ 45%
Performance Measure #6				
All Grades STAAR ELA/Reading Achievement		Percent of students at meets standard or above ≥ 51%	Percent of students at meets standard or above ≥ 54%	Percent of students at meets standard or above ≥ 57%
Performance Measure #7				
All Grades STAAR Math Achievement		Percent of students at meets standard or above ≥ 40%	Percent of students at meets standard or above ≥ 43%	Percent of students at meets standard or above ≥ 46%
Performance Measure #8				
2 nd -8 th Grade Reading NWEA Growth		EOY Conditional Growth Percentile for each grade ≥ 60	EOY Conditional Growth Percentile for each grade ≥ 60	EOY Conditional Growth Percentile for each grade ≥ 60
Performance Measure #9				
2 nd – 8 th Grade Math NWEA Growth		EOY Conditional Growth Percentile for each grade ≥ 60	EOY Conditional Growth Percentile for each grade ≥ 60	EOY Conditional Growth Percentile for each grade ≥ 60
Performance Measure #10				
CCMR Ready Graduates Scaled Score		≥80%	≥83%	≥86%

Financial Performance Goals:

Performance Measure #1	Unqualified Audit Obtain an unqualified audit opinion, in connection with the annual financial report described in this Agreement.
Performance Measure #2	Unrestricted Days Cash Days cash is greater than or equal to 60 by the end of the 22-2023 school year and maintain that amount thereafter.
Performance Measure #3	Cash Flow OP avoids overspending the allocated budget and operates within its means; OP's total expenditures does not exceed total revenues for the fiscal year.
Performance Measure #4	Current Financial Statements Monthly financial statements will be available for review upon request.

Performance Consequences:

The goal progress measures (Addendum 3) will be monitored and presented to the ECISD Board at least once a year. Upon reporting, if goal progress measures are not met, then OP is required to develop and implement an improvement plan which will be publicly reported to the ECISD Board.

Academic Performance:

The District may terminate this agreement if the OP fails to achieve two out of first three performance goals of the same student outcome goals for two or more consecutive years.

Financial Performance:

The district may also terminate this Agreement for Financial Performance if at any time the OP does not meet generally accepted accounting standards for fiscal management and fails to remedy the violation or violates applicable law and fails to remedy the violation. Furthermore, the OP must provide an unqualified ("clean") audit report to the district in the manner explained in Section 13.09. If the audit raises any concerns or deficiencies that are not corrected by the OP, the District may terminate this Agreement.

Termination under this paragraph shall be effective at the end of the then current school year so long as written notice of such termination is provided no later than thirty (30) days after the Commissioner of Education's academic ratings or the determination of student outcome goals by the District that the OP has failed to meet the academic or financial performance goals defined above.

Addendum 4: OP's School Governing Board

The STEM Academy's School Governing Board shall consist of seven (7) members. Five (5) members are appointed by the UTPB President and two (2) are voted in by the parents.

This includes:

Two (2) The STEM Academy faculty members of the UT Permian Basin College of Arts and Sciences

Two (2) faculty members from the College of Education.

Two (2) parent board members

One (1) education faculty

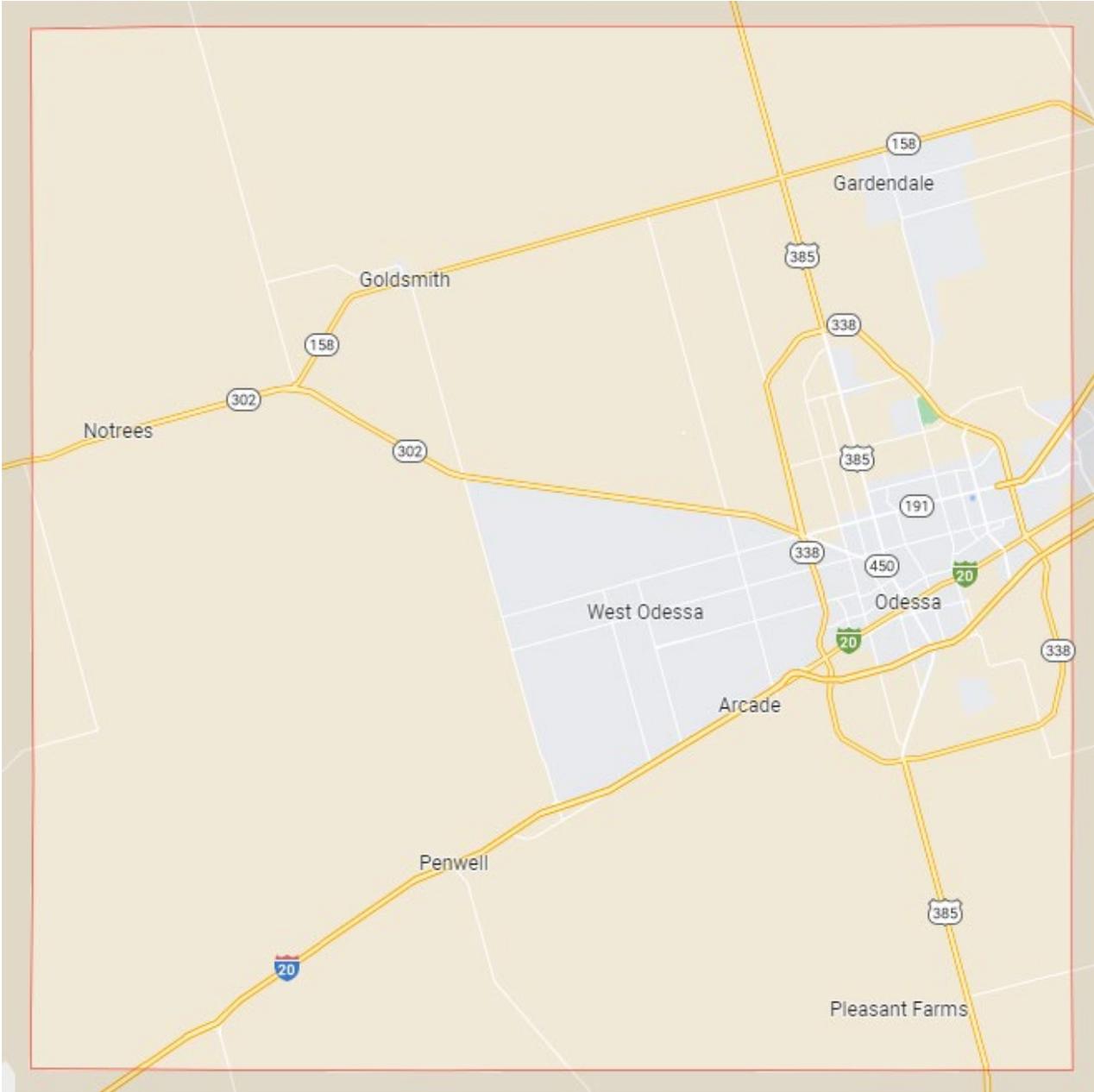
- Mrs. Irene Perry – UTPB Lecturer, Board President
- Ms. Wendy Padilla – The STEM Academy Parent, Board Secretary
- Dr. Tara Wilson – UTPB Assistant Reading Professor
- Dr. Kara Rosenblatt – UTPB Associate Professor
- Mr. Joshua Boyer – UTPB Lecturer
- Dr. Rachel Harlow – UTPB Associate Professor
- Mr. Jake Watkins – The STEM Academy Parent

Name	Board Member Info	Contact Information
Irene Perry	Biology Lecturer, UTPB <i>School Board President</i>	perry_i@utpb.edu 432-552-2267 Bio Link: https://www.utpb.edu/directory/faculty-staff/perry_i
Wendy Padilla	Mathematics Lecturer, UTPB <i>Parent Representative, School Board Secretary</i>	padilla_w@utpb.edu 432-552-2261 Bio Link: https://www.utpb.edu/directory/faculty-staff/padilla_w
Rachel Harlow	Associate Professor of Communication, UTPB <i>School Board Member</i>	harlow_r@utpb.edu 432-552-3319 Bio Link: https://www.utpb.edu/directory/faculty-staff/harlow_r
Tara Wilson	Literacy Program Coordinator, UTPB <i>School Board Member</i>	wilson_t@utpb.edu 432-552-2141 Bio Link: https://www.utpb.edu/directory/faculty-staff/wilson_t
Kara Rosenblatt	Assistant Professor, Special Education, UTPB <i>School Board Member</i>	rosenblatt_k@utpb.edu 432-552-2128 Bio Link: https://www.utpb.edu/directory/faculty-staff/rosenblatt_k

Joshua Boyer	Mathematics Lecturer, UTPB <i>School Board Member</i>	boyer_j@utpb.edu 432-889-7030
Jacob Watkins	Electrical Engineer, Impulse Electric <i>Parent Representative, School Board Member</i>	jakewatkins51@yahoo.com 432-208-0510

Addendum 5: School Attendance Area

Charter Application Student Attendance Area: Ector County



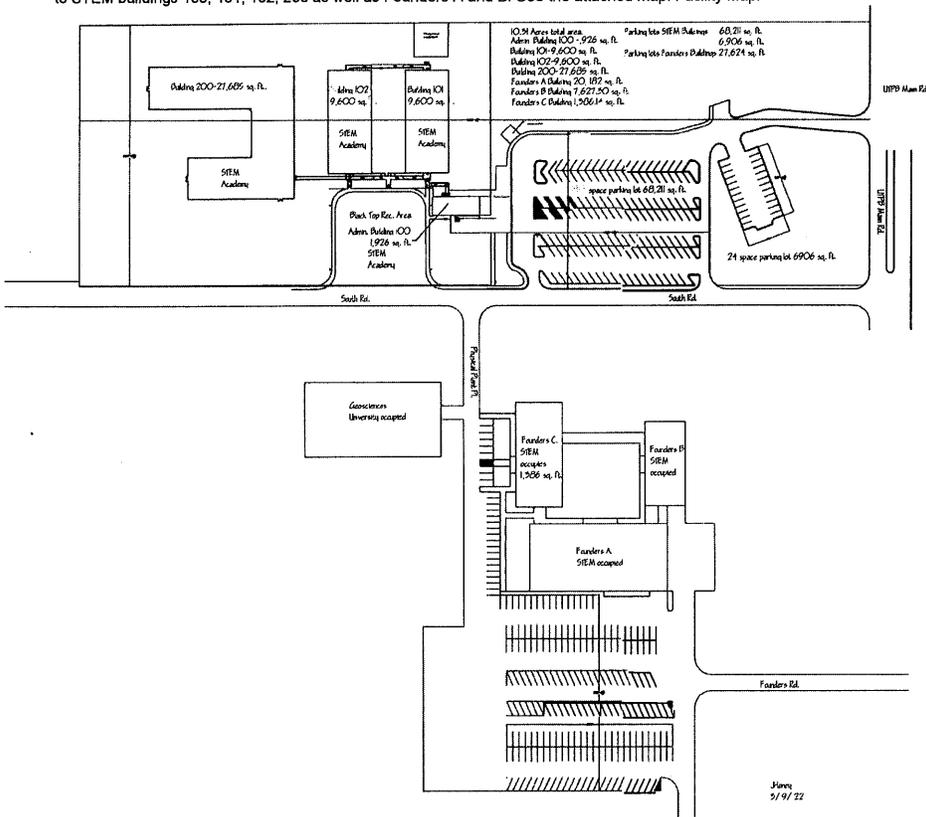
Addendum 6: OP Charter Proposal (Application)

Refer to separate file

Addendum 7: Facility Plan

Physical Location:

The campus will be housed on the UTPB Campus, located at 4940 South Rd, Odessa, TX 79762. ECISD Students and Staff will be granted access to STEM buildings 100, 101, 102, 200 as well as Founders A and B. See the attached map. Facility Map.



Addendum 8: First Year Budget

UTPB STEM Academy 1882 Partnership Budget

Revenue

Based on 775 Student Enrollment

WADA/FSP	6,859,258.00
Facilities Funding	136,313.00
1882 Funding	<u>656,062.00</u>
	7,651,633.00

Expenses

School Budget

Total School Salaries	4,576,200.00
Total School Stipends	300,000.00
Contracted Services	150,000.00
Dual Credit	70,000.00
Supplies/Materials	439,007.00
Furniture	65,000.00
Staff Development	10,000.00
Travel	10,000.00
Fees	2,000.00
ECISD Indirect (4.471%)	337,125.00
ECISD Support Services	<u>319,300.00</u>
	6,278,632.00

OP Budget

Total OP Salaries	536,000.00
Total OP Stipends	25,000.00
OP Travel	15,000.00
OP Fees	10,000.00
OP Supplies	99,326.00
OP Audit	15,000.00
OP Staff Development	30,000.00
OP Rent	400,000.00
OP Summer Maintenance	<u>242,675.00</u>
	1,373,001.00

Total Expenses: 7,651,633.00

Addendum 9: The District Services and Fees

ECISD
Support Services Costs
Fund 199 exp 6100 - 6999

Year		2018/19	2019/20	2020/2021	2021/2022
ECISD non direct exp		\$ 68,020,480	\$ 79,095,911	\$ 81,892,294	\$ 99,000,000
Refined ADA	PDM3-120-004	29,827	30,951	28,410	28,634
Per one stud ada		\$ 2,281	\$ 2,556	\$ 2,883	\$ 3,457
Enrolled	PDM1-120-009	33,268	33,822	31,881	31,815
Per one stud enrolled		\$ 2,045	\$ 2,339	\$ 2,569	\$ 3,112
		90%	92%	89%	90%

UTPB Stem	2022	775				
	per enrolled	Total est		Admin	Available	UTPB selected
	Cost	Cost		In IDC rate	Service	To Charge
Teen Parent	\$ 8	\$ 6,402			\$ 8	
Dyslexia	\$ 32	\$ 24,800			\$ 32	
ELL (secondary)	\$ 7	\$ 5,343			\$ 7	
Supt of Schools	\$ 25	\$ 19,375		\$ 25		
Board of Trustees	\$ 14	\$ 10,654		\$ 14		
Tax Services	\$ 70	\$ 54,250		\$ 70		
Internal Audit	\$ 3	\$ 1,991		\$ 3		
ECISD Development Office	\$ 9	\$ 6,709		\$ 9		
Literacy	\$ 5	\$ 4,003			\$ 5	
Professional Development	\$ 6	\$ 4,894			\$ 6	
Curriculum & Instruction	\$ 142	\$ 110,050			\$ 142	
Acctbly, Assess & School Imprvmt	\$ 16	\$ 12,453		\$ 16		
ECISD Policy	\$ 2	\$ 1,232		\$ 2		
AVID	\$ 11	\$ 8,599			\$ 11	
Guidance and Counseling	\$ 20	\$ 15,500			\$ 20	\$ 20
Student Assistance Services	\$ 26	\$ 20,150			\$ 26	
Magnet/Choice Programs	\$ 5	\$ 3,875		\$ 5		
Fine Arts	\$ 10	\$ 7,643			\$ 10	\$ 10
Physical Education and Health	\$ 2	\$ 1,515			\$ 2	
Information Technology	\$ 490	\$ 379,750		\$ 45	\$ 445	
Special Education	\$ 52	\$ 40,300			\$ 52	\$ 25
Bilingual Education (elementary)	\$ 43	\$ 33,325			\$ 43	
Federal & State Programs	\$ 6	\$ 4,348		\$ 6		
Innovation	\$ 14	\$ 10,627			\$ 14	\$ 14
Advanced Academic Services	\$ 18	\$ 13,950			\$ 18	\$ 18
Student Admissions and Transfers	\$ 3	\$ 2,340		\$ 3		
Nursing Services	\$ 9	\$ 6,982			\$ 9	\$ 9
Leadership	\$ 50	\$ 38,750		\$ 50		
Career & Technology	\$ 19	\$ 14,725			\$ 19	\$ 19
Student & School Suppt	\$ 16	\$ 12,432		\$ 16		
Instructional Materials and Records	\$ 11	\$ 8,843		\$ 11		
Communications	\$ 20	\$ 15,500		\$ 20		
Athletics	\$ 34	\$ 26,350			\$ 34	\$ 15
Assoc Sup HR/Op/Ath	\$ 10	\$ 7,878		\$ 10		
Human Capital	\$ 70	\$ 54,250			\$ 70	\$ 70
Police Department	\$ 95	\$ 73,625			\$ 95	\$ 95
Emergency Operations Planning	\$ 0	\$ 63			\$ 0	
Maintenance (required if in ECISD bldg)	\$ 230	\$ 178,250			\$ 230	
Custodial Operations (required if in ECISD bldg)	\$ 40	\$ 31,000			\$ 40	
Utilities (required if in ECISD building)	\$ 170	\$ 131,750			\$ 170	
District Operations (required if in ECISD building)	\$ 150	\$ 116,488			\$ 150	
Finance	\$ 45	\$ 34,875		\$ 45		
Purchasing	\$ 10	\$ 7,750		\$ 10		
Information Systems	\$ 60	\$ 46,500		\$ 60		
Print Shop	\$ 10	\$ 7,820		\$ 10		
Payroll (if ECISD paying employees)	\$ 16	\$ 12,400			\$ 16	\$ 16
Benefits and Risk Management (if ECISD payin)	\$ 14	\$ 11,101			\$ 14	\$ 14
Central Receiving/Mail	\$ 5	\$ 4,212		\$ 5		
Transportation (to and from school)	\$ 260	\$ 201,500			\$ 260	\$ 87
	\$ 2,383			\$ 435	\$ 1,949	\$ 412

Total for enrolled \$ 337,313.47 \$ 319,300.00

Total Indirect/Admin cost at restricted rate 20/21 4.471%
Anticipated revenues/exp \$ 7,651,633