

AMENDED AND RESTATED AGREEMENT BETWEEN ECTOR COUNTY ISD AND THE UNIVERSITY OF TEXAS PERMIAN BASIN

This Agreement (the "Agreement") is made and entered into on May 21, 2026 and effective as of July 1, 2026 (the "Effective 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") (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 ("TEC") §§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 the 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. On July 1, 2022, the District initially granted

the School a six-year charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §§ 12.0521, or 12.0522. The District now wishes to extend the term of the charter through June 30, 2031, in accordance with 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, through June 30, 2031, Subchapter C at all times.

- 1.07 Non-Profit Organization. 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)), 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 School 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 Operating Partner 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.

· 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 Effective Date and end on June 30, 2031. At the end of the 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 one additional, one-year renewal term (the “Renewal Term”), 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 Term, then this Agreement shall expire.
- 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 Term or the Renewal Term, and in accordance with ECISD Board Policy ELA(LOCAL), the District shall notify the Operating Partner 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 hereto, 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 Operating Partner 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 Operating Partner 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 2026-2027 school year, 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. Operating Partner 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 Operating Partner 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; 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 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 Operating Partner so far as such delegation is permitted by state and federal law. A service is provided by Operating Partner if Operating Partner 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. Operating Partner shall operate in accordance with the District's Charter 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 Operating Partner Policies. If both Parties agree that an amendment amounts to a Material Breach or violation of Operating Partner 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. Operating Partner 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 Operating Partner shall comply with Applicable Law. To further the collaborative effort between the parties, Operating Partner 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; provided that, Operating Partner shall make a final determination, in its sole discretion, regarding the incorporation of any District comments. Operating Partner 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 Operating Partner 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 in that Addendum.
- 8.03 Performance Consequences. The Parties agree to specific, material consequences set forth in Addendum 3 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 Operating Partner School Governing Board. Operating Partner 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 Operating Partner as soon as any report or documentation is completed.

ARTICLE IX. RESPONSIBILITIES

- 9.01 Operating Partner Responsibilities. In accordance with 19 TAC § 97.1075(c), the Operating Partner 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, Operating Partner shall have initial, final, and sole authority to select, reassign at the School, or request removal of all assigned staff. Operating Partner shall have initial, final, and sole authority to hire or terminate Operating Partner's employees. Operating Partner must employ at least one (1) employee at the School. The Operating Partner 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.* Operating Partner shall select and manage the School's Campus Chief Operating Officer, school leadership and any other role designated as an administrator, who may be employed by either the District or Operating Partner.

9.01.2 *Teaching Staff.* Operating Partner 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 Operating Partner for assignment to the School shall remain the employees of the District. Notwithstanding any foregoing, assignment decisions for the School remain within Operating Partner's final authority and sole discretion.

9.01.3 *Additional Employees.* Operating Partner 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 Operating Partner 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 Operating Partner 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 student's Individualized Education plan, the Operating Partner 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.

9.01.6 *Maintenance:* The Operating Partner 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 Operating Partner 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:* Operating Partner 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. Operating Partner 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 Operating Partner does not have the capacity to provide and retain the cost incurred during the provision of said services from future fund allotments to the Operating Partner 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. The District, at its sole discretion and upon reasonable notice, reserves the right to deny transportation services to the Operating Partner in the event of inclement weather. The District will not provide transportation to and from school for students who reside outside of the Districts 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 Operating Partner to provide a School-based nurse at the School campus(es). This includes, but is not limited to, coordination of training opportunities provided by the District for its own school nurses, alignment with District health protocols and policies, and support to ensure compliance with applicable health regulations and standards..

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. Operating Partner fully understands that ineligible School students will only be eligible for a substitute meal. If Operating Partner approves any other meals to be served at the School other than substitute meals for ineligible students, Operating Partner will bear the full responsibility for payment of those meals. Operating Partner shall collect financial information necessary to determine student eligibility utilizing the form(s) supplied by the District. Operating Partner 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 Operating Partner to assure adequate and appropriate security and safety personnel are assigned to the School and that the School is included as part of the Districts 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. Operating Partner 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, Operating Partner will appoint a School Governing Board, which will make recommendations to Operating Partner regarding management of the School. The School Governing Board shall make recommendations to Operating Partner 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. Operating Partner 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, Operating Partner 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. Operating Partner 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 *School Leadership*.-The leadership of the School shall include the Dean of Teaching and Learning and the Dean of Students. Both positions shall be subject to the control of the Executive Director and the Operating Partner and shall support the administration and operation of the School in alignment with its mission and goals. Their specific responsibilities shall be defined by the Executive Director.

10.05.2 *Operating Partner Employee*. Operating Partner 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. For the term of this Agreement and each subsequent renewal term, the School will continue to serve students in grade levels Kindergarten 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 with administrative preference (see 10.08.1) 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. Operating Partner 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 in its annual lottery process to:

(a) children of STEM Academy employees, and

(b) children of UTPB employees who reside in either Ector County or Midland County, and

(c) students who have siblings currently enrolled at the School.

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

10.12 Contractor Criminal History Background Checks. Operating Partner will require criminal history background checks for vendors, contractors, District employees, Operating Partner 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 Operating Partner with the ability to request criminal history background checks through the District's existing criminal background check process.-The District and Operating Partner shall adhere to reporting requirements, definitions, and laws further detailed in Paragraph 11.02.

10.13 Technology Infrastructure; Network Services. The Operating Partner 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. Operating Partner and District shall collaborate for consistency between the network services and infrastructure equipment provided by Operating Partner at the School and any subsequent 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 Operating Partner 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 Operating Partner 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 Request. 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 Operating Partner or the District that may include references to the School. Other than in an emergency situation, the District shall provide Operating Partner with a reasonable notice that the District is publishing any material referencing the Operating Partner or 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 Operating Partner shall have the right to review, edit and approve any material that references the Operating Partner or the School. The Parties understand and agree that if a Party receives a media inquiry of an urgent or exigent nature, or if the District must act promptly in an emergency situation, then this may require an immediate response without prior consultation with the other Party; provided that, the parties must act in good faith to minimize the breadth and scope of the response until the other Party's review can be obtained.

10.15 Communication 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. Operating Partner has the authority to select personnel and staff assignments as detailed and limited by Article IX. However, Operating Partner 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 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, Operating Partner 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 Operating Partner to rescind the assignment of any district employee or district contractor from the campus within 20 business days

of receiving the request from the OP. Operating Partner 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 of 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 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 Operating Partner opts into the District's HR Services, the District shall, at no cost to Operating Partner, 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 to 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. Operating Partner 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 Operating Partner 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. Complaints and grievances from District employees at the School will be heard initially by the Operating Partner in accordance with its published policies. If the District employee is not satisfied with the resolution proposed by the Operating Partner at the highest level of the Operating Partner's grievance process, 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. Operating Partner 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 Operating Partner unless it receives written confirmation from Operating Partner 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 District's published transfer window, and while the employee is under current District contractual obligations, then the District must determine whether to permit a lateral transfer outside of the transfer window, if otherwise permitted by District policy. 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 Operating Partner employees or changes the employment relationship between any employee and his/her employer.

11.07 Teacher Retirement System: An employee of the Operating Partner 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 Operating Partner Cooperation with District Non-Renewal Deadlines. Operating Partner 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 Operating Partner 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. Operating Partner shall manage, oversee, and direct the academic and educational services and programs at the School. Operating Partner 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. Operating Partner will have the initial final and sole authority to 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 Operating Partner 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 Operating Partner in managing the staff and academic programs at the School. Operating Partner will ensure that the curriculum satisfies the minimum requirements outlined in TEC 28.002. Operating Partner agrees to notify ECISD of any significant alteration of this plan within 10 days.
- 12.03 Selection of Instructional Materials. Operating Partner 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. Operating Partner has sole authority over the selection and administration of student assessments not required by state or 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

Operating Partner 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 Operating Partner Code of Student Conduct as presented in its proposal to operate the School and attached as Addendum 6. Operating Partner reserves the right to develop its own Code of Student Conduct. Operating Partner 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. Operating Partner 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. Operating Partner agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons.

12.07 Due Process. Operating Partner 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 Operating Partner adopted board policy.

ARTICLE XIII.FACILITIES

13.01 Facilities; Grant of License. Operating Partner 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, "Operating Partner Personal Property"). Operating Partner 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 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 Operating Partner 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 Operating Partner 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 Operating Partner NOR ANY AGENT OF THE Operating Partner HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OF THE FACILITIES FOR THE PURPOSE HEREIN INTENDED.

The license granted herein is subject to any all easements, right-of-way, covenants, condition, restrictions, and outstanding mineral or royalty interests, if any, relating to the Facilities (or any portion thereof), to the extent the same still maybe 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 Operating Partner 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 Operating Partner.

13.03 Permitted Use. Beginning on July 1, 2026 ("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 Operating Partner 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 Operating Partner 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 with 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 Operating Partner 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 risk.

13.04 Furniture and Equipment for Classrooms and Instructional Areas. Operating Partner agrees to supply the Operating Partner's 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 Operating Partner 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 Operating Partner property. Operating Partner 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 prior written approval 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 prior written consent of OP.

13.06 Janitorial Services. Operating Partner shall provide janitorial services for the School. Operating Partner WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN ANY UTILITY SERVICE TO THE FACILITIES. HOWEVER, Operating Partner 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 of the Facilities. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students. Operating Partner 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 Operating Partner 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 by the Operating Partner. The District shall return and surrender to the Operating Partner all exterior door keys, interior door keys, mailbox keys, and security access cards provided to the District by the Operating Partner, if applicable. And the Operating Partner shall surrender to the District any security access cards and badges provided to Operating Partner by the District within a reasonable timeframe after termination. Further, the District agrees to remove its personal property, if any, from the Space Facilities. 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 FSP Funds (as hereinafter defined) 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. The FSP Funds for Operating Partner shall be calculated primarily based on the weighted average daily attendance (WADA) allocation received by the District for students enrolled in the School and in actual student attendance. Operating Partner shall receive from the District the basic student allotment designated by TEA for the District (the "Basic Student Allotment"). In addition to the Basic Student Allotment, the Operating Partner will receive student weighted ADA funding (the "ADA Weighted Funding") as provided by TEA per school year based on a 180-day school year. Operating Partner 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 (the "Proportional Share" and together with the Basic Student Allotment, the ADA Weighted Funding and the

Proportional Share, the "FSP Funds"). Moreover, in a manner consistent with 19TAC 97.1075 (c), the Operating Partner shall have access to all applicable federal, state, and local funds due to the campus from the District each year, which such applicable proportion of such funding shall constitute part of the FSP Funds. For the avoidance of doubt, 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. The parties agree that the District shall retain 10% of all funds annually for District support and administrative services which shall cover all services that the District is obligated to provide under this Agreement, as well as proportionate access to all other services, funding allocations or resources provided to other District campuses, including access to curricular materials or software licenses, or funding for dual credit classes (to the extent such dual credit classes are funded on other District campuses).

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 Operating Partner's direction.

14.03 SB 1882 Funds. The parties agree that the Operating Partner will receive SB 1882 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 Operating Partner shall receive the facilities allotment included in the SB 1882 calculations as long as the Operating Partner occupies non-district owned facilities. The Operating Partner and the District will agree upon how to expend those funds on an annual basis. Any excess costs shall be the responsibility of the OP.

14.04. Individual Service Pricing. The District shall annually publish a service menu and price list for any additional 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. Operating Partner may select any, all, or none of the published services not otherwise assigned by this Agreement at its

own discretion. Notwithstanding anything in this Agreement to the contrary, the District shall provide STEM Academy with proportionate access to all other services, funding allocations or resources provided to District campuses, including access to curricular materials or software licenses, or funding for dual credit classes (to the extent such dual credit classes are funded on other District campuses).

14.05. Distribution of Funding Allocation. Payments of each of the FSP Funds and the SB 1882 Funds set forth above shall be made in monthly installment beginning on July 15, 2026 and thereafter on the 15th day of the month during the term, commencing soon after based on the partnership benefits approval timeline by TEA and shall be paid directly to Operating Partner. 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. For the preceding 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. The Parties will collaborate to provide PEIMS reporting to each other on a rolling basis throughout the Term of the Agreement. In the event that the Operating Partner is underpaid or overpaid, the Parties will cooperate in good faith to make arrangements 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 Operating Partner 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 Operating Partner. In the event that such funding is not received or reduced, the District shall not be obligated to Operating Partner in any amount, and Operating Partner 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 Operating Partner 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. Operating Partner 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 the following year's funding model. If Operating Partner is aware of impending changes in enrollment, Operating Partner shall make the 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, Operating Partner agrees to refund to the District within ninety (90) days of the date of termination all advanced but unearned funds. In the event of a dispute concerning any refund that may be owed, the Parties may engage a properly credentialed neutral third-party (which may be a properly credentialed accounting firm) to review the documentation and make a final determination regarding whether any refund is owed and the amount, if any. The enforcing party shall pay any fees and costs associated with obtaining the neutral third-party opinion and shall be reimbursed by the party found to be in error regarding the refund dispute.

14.09 Federal and State Grants. In addition to the funding described above, Operating Partner 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. Operating Partner 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 Operating Partner shall refund such amounts to the extent they were actually received. In the event of a dispute concerning any refund that may be owed, the Parties may engage a properly credentialed neutral third-party (which may be a properly credentialed accounting firm) to review the documentation and make a final determination regarding whether the refund is owed and the appropriate amount, if any. The enforcing party shall pay any fees and costs associated with obtaining the neutral third-party opinion and shall be reimbursed by the party found to be in error regarding the refund dispute.

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 Operating Partner in a timely manner.

14.11 Contracting, Purchasing and Procurement. Operating Partner may establish school level systems for obtaining, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement. Operating Partner will ensure compliance with applicable state and federal contracting and payment. Operating Partner reserves the right to contract for any services it deems beneficial in operation of the School.

14.12 Accounting and Audits. Operating Partner 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 Operating Partner does not meet the financial performance goals. In addition to any audits required by Applicable Law, Operating Partner 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 Operating Partner as it deems necessary. Operating Partner 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, Operating Partner agrees to reimburse the District immediately for the requisite full amount.

14.13 Operating Partner's Acceptance and Use of Other Support. The Parties acknowledge that Operating Partner 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 Operating Partner to support the School will be accepted and used at Operating Partner's sole discretion and will, at no time, be disbursed to the District (including, for the avoidance of doubt, in the event of a mandatory refund under Sections 14.08 and 14.09 herein) .

14.14 OP's Existing Fund Balance. As an existing Subchapter E Charter School, Operating Partner 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 Operating Partner 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 Operating Partner 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. Operating Partner 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. Operating Partner shall report timely and accurate information to the District as necessary for the District to comply with all applicable state and federal requirements. Operating Partner 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 Operating Partner or the District will come into possession of student records and information, and to the extent that Operating Partner 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, Operating Partner shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either

Operating Partner 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 Operating Partner 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 School shall be named "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, Operating Partner 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. Operating Partner further agrees to maintain any additional insurance in accordance with Applicable Law. Operating Partner 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 provided, 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, Operating Partner 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 Operating Partner 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 Operating Partner Authority. The Operating Partner has sole decision-making authority regarding the delivery of any service related to transportation, food services, janitorial, security, or related services. Operating Partner 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 Operating Partner 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 Operating Partner to use any District provided services without the consent and agreement of the OP.

18.02 Administrative Services Fees. The parties agree that the District shall retain 10% of all funds annually for District support and administrative services as set forth in Section 14.02 hereto. The Parties agree to meet annually to review and jointly approve the covered services and any additional individual services pricing as described in Section 18.03 and 18.04.

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 Operating Partner decides, as documented in this agreement, to buy services from the District then the District must charge the Operating Partner 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. Any assignment, delegation or transfer of rights or obligations hereunder in contravention of this provision shall be null and void.

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 Operating Partner as of the date of the Agreement's termination based on this Section 19.09 shall be paid to Operating Partner within ninety (90) 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. Keeley Boyer
ECISD Superintendent's Office
PO Box 3912
Odessa, Tx 79760
keeley.boyer@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

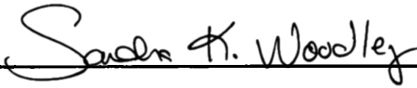
Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

Entered into this 19 day of May, 2026

Ector County ISD


By

University Texas Permian Basin


By

ADDENDUMS REFERENCE

Addendum 1: The District's Charter Policy

Addendum 2: Board Adopted School Policies

- Local district or operating partner policies and bylaws

Addendum 3: Student Outcome and Financial Performance Goals

- Includes specific and material performance consequences

Addendum 4: Operating Partner Governing Board

Addendum 5: School Attendance Area

- To be developed locally

Addendum 6: Operating Partner Charter Proposal (Application)

- Includes educational plan/academic model

Addendum 7: Facility Plan

- To be developed locally

Addendum 8: First Year Budget

Addendum 9: The District Services and Fees

- To be developed locally

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

ELA
(LOCAL)

Authorization	To provide quality educational settings for all students and to obtain benefits under Education Code 11.174 and 48.252, the District may establish partnership charters as permitted by law and as described in this policy. The District shall be committed to rigorous decision-making and shall grant campus charters only to applicants that have demonstrated the competence and capacity to succeed in all aspects of the proposed campus charter.
Definitions	An "operating partner" means a state-authorized open-enrollment campus charter or an eligible entity as defined by law for purposes of contracting to partner with the District to operate a District campus under state law.
Operating Partner	
Partnership	A "Partnership" means a District-initiated program established in accordance with state law in which the Board contracts to operate a District campus in partnership with an open-enrollment charter school or other eligible entity as defined by law.
Compliance with Law	A Partnership shall comply with all applicable requirements of state law, any applicable grant program requirements, local criteria specified in policy, and the applicable charter performance contract. Campus charters shall comply with all federal and state laws governing such charters and shall be nonsectarian. [See EL(LEGAL)]
Application	In establishing a Partnership, the District shall issue requests for applications designed to identify operating partners best qualified to meet the needs of the District.
Process	The Board shall consider an application if the applicant: 1. Meets the eligibility requirements for a campus charter in accordance with law; 2. Follows the application process established by the District; and 3. Provides assurances to the Board that the applicant will comply with the statutory and District requirements for a campus charter. The application process shall include: 1. A comprehensive written application that provides information about the proposed partner's academic model, partner board and staff information and qualifications, and any operating or academic performance history of the proposed operator; 2. A rigorous review of the application by a charter application review committee;

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PARTNERSHIP CHARTERS

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3. A formal recommendation from the review committee to the Superintendent for approval or denial of each application;
4. A capacity interview with the board and proposed staff of the partner organization;
5. A formal recommendation from the Superintendent to the Board for approval or denial of each application; and
6. A vote by the Board to approve or deny each application.

Application Exhibits

The District shall utilize the following applications for campus charters: ELA(EXHIBIT)

Review Committee
Composition

The Superintendent shall establish a review committee to conduct a substantive and merit-focused evaluation of each application submitted in accordance with the District's published application procedures.

The review committee shall be composed of at least three members, including at least one District staff member and one external evaluator, with relevant and diverse expertise.

Conflicts of Interest

A review committee member shall disclose any potential conflict of interest with an applicant.

Review Process

The review committee may:

1. Request additional information or documents from the applicants;
2. Schedule interviews with applicants; or
3. Request that the Board schedule a public hearing to allow applicants an opportunity to present their application and campus plans to the Board and to the community before formal consideration by the Board.

Recommendations

The review committee shall provide to the Superintendent a recommendation for denial or approval of each application based on the District's established criteria. After considering the review committee's recommendation, the Superintendent shall make a formal recommendation to the Board for approval or denial of each application.

Charter Performance Contract

If the Board approves an application, the Board shall execute a written charter performance contract that includes provisions as required by law and establishes the legally binding terms under which the campus charter will operate and be evaluated during the charter term and for renewal.

CAMPUS OR PROGRAM CHARTERS
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(LOCAL)

Each charter performance contract shall address the material terms of the campus charter's operation as required by law. Each charter performance contract shall be granted for a period of up to ten years.

Standards

In addition to standards required by law, the charter performance contract shall include additional standards established by the Board, including a clear and unambiguous description of the operating partner's authorities, a description of the partner's academic model, the funding structure of the partnership, expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance.

The performance standards shall also address expectations for appropriate access, education, support services, and outcomes for students with disabilities.

**Oversight and
Evaluation**

Monitoring System

The Board shall implement a comprehensive performance accountability and compliance monitoring system that is aligned with the Board's performance standards and provides the Board with the information necessary to make rigorous, evidence-based decisions regarding charter renewal, revocation, and probation or other interventions. This monitoring system shall be based on and aligned with academic, financial, operational, and governance standards set forth in the charter performance contract.

To the extent possible, the Board shall minimize administrative and compliance burdens on campus charters and focus on holding campus charters accountable for outcomes rather than processes.

Data Collection

Campus charters shall provide information and data to the District pursuant to state law and the District's reporting schedule using a state-approved student management system.

The District shall require each campus charter to report its performance separately and shall hold each campus charter accountable for its performance.

**Evaluation and
Reports**

Annually, the Board shall evaluate each campus charter against the performance standards established by the Board or law.

The Board shall communicate evaluation results to the campus charter's governing body and leadership in a written report that summarizes compliance and performance, including areas of strength and improvement. The results of all evaluations shall be made accessible to the public and available on the District website.

The Board shall produce for the public an annual report that provides performance data for all the campus charters it oversees, including individual campus performance and overall campus charter

CAMPUS OR PROGRAM CHARTERS
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performance. The annual report shall at a minimum be posted on the District website.

**Campus Charter
Autonomy**

In accordance with law and the charter performance contract, the Board shall support the operating partner's authority over the campus charter's day-to-day operations and budget.

The Board shall recognize the governing board of the campus charter as independent and autonomous from the Board and District, with full authority and accountability for the campus charter's performance and operations.

Conflicts of Interest

The District and the operating partner shall comply with applicable conflict of interest provisions in law.

Intervention

The District shall give timely notice to the campus charter of any violations of the charter performance contract or performance deficiencies justifying formal intervention. The notice shall identify in writing the concerns, and, if applicable, the time frame for remediation. The notice may include additional consequences if any of the concerns are not remedied within the stated timeline.

Depending on the severity of the concern or deficiency, the Board may place a campus charter on probation or revoke the charter performance contract, in accordance with the terms of the contract and applicable law.

Probation

Criteria

The Board may place a campus charter on probation as permitted by law or the charter performance contract, or for failure to meet academic performance standards.

Procedure

In the event of any indication or allegation that a campus charter has committed a violation of law or the charter performance contract that may warrant probation, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
3. The Board shall hear the presentation and take action, if necessary, to place the campus charter on probation. If the Board decides to place the campus charter on probation, it must provide an opportunity for a public hearing as required by law.

CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS

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4. If a campus charter is placed on probation, the campus charter must take action to remedy the identified violations or underperformance and report on the status of its corrective actions in accordance within the timeline for remediation established by the District.
5. The District shall establish a timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

Notification

If the District decides to place a charter on probation, the District shall notify the campus charter of the probation in writing. The notice shall include the reasons for the probation and the timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

**Revocation
Criteria**

The Board may revoke a campus charter as permitted by law or the charter performance contract for failure to meet performance standards.

The Board shall revoke a campus charter if the District finds clear evidence of a campus charter's persistent or serious underperformance or violation of law, the charter performance contract, or the public trust in a way that imperils students or public funds, including any of the following:

1. Persistent or serious violation of applicable state or federal law;
2. Persistent or serious violation of a provision of the charter performance contract;
3. Persistent or serious failure to meet generally accepted accounting standards for fiscal management;
4. Persistent failure to improve student academic achievement for all student groups;
5. Failure for three consecutive years to meet the academic or financial accountability standards outlined in law;
6. Failure for three consecutive years to meet the academic or financial performance standards established in the charter performance contract; or
7. Multiple placements on probation as specified in the charter performance contract.

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ELA
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The Board's decision whether to revoke a campus charter shall be based on the best interests of the students, including the severity of the violation, applicable law, and any previous violation committed by the campus charter.

Procedure

In the event of an indication or allegation that may warrant campus charter revocation, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
3. The Board shall hear the presentation and take action, if necessary, to revoke the campus charter. If the board decides to revoke the campus charter, it must provide an opportunity for a public hearing as required by law.

In the event of a health or safety concern, the Board may immediately suspend campus operations before revocation takes effect.

Notification

If the Board decides to revoke a charter performance contract, the Board shall notify the campus charter of the action in writing. The notice shall include the reasons for the revocation and the effective date of the revocation, which shall be no later than the end of the current school year or may be effective immediately in the event of a health or safety concern.

Contract Renewal

Upon the expiration of a charter performance contract, the Board may renew the contract for up to an additional ten-year term. In accordance with law, the Board shall renew a charter performance contract only if the Board finds that the campus charter has substantially fulfilled its obligations and met the performance standards in the contract and applicable law.

The Board shall consider the following, in addition to other factors specified in the charter performance contract:

1. Multiple years and measures of performance against the performance standards and expectations established in the charter performance contract and applicable law;
2. Financial audits;
3. Performance and compliance reports, including site visit reports, if applicable; and

**CAMPUS OR PROGRAM CHARTERS
PARTNERSHIP CHARTERS**

**ELA
(LOCAL)**

	4. The campus charter's performance on corrective action plans or other required interventions, if necessary.
Procedure	The District shall publish the renewal application process, including the renewal criteria and timelines. As part of the renewal application process, the District may provide each campus charter, in advance of the renewal decision, a cumulative report that summarizes the campus charter's performance record over the contract term and states the District's summative findings concerning the campus's performance and its prospects for renewal.
Decision Not to Renew	The Board may choose not to renew a charter performance contract for any of the following reasons: 1. Failure to meet student performance standards or other obligations in the charter performance contract; 2. Failure to meet generally accepted accounting standards for fiscal management; 3. Violation of any provision of the contract or applicable state or federal law; or 4. Other reason as determined by the Board.
<i>Notification</i>	If the Board decides not to renew a contract, the Board shall notify the campus charter of the action in writing no later than the last Friday in January during the final year of the charter performance contract. The notice shall include the reasons for the action and the effective date of the campus charter closure, which shall be no later than the end of the current school year.
Closure Protocol	The Board shall develop a detailed campus closure protocol to apply if the Board decides not to renew or to revoke a charter performance contract and close the campus. The protocol shall ensure timely notification to parents including assistance in finding new placements; orderly transition of student records to the District; and disposition of campus funds, property, and assets in accordance with law. In the event of closing any campus charter, the District shall oversee and work with the campus charter's governing board and leadership to carry out the closure protocol.

Addendum 2: Board Adopted School Policies

To the extent a policy is listed, we are adopting the District's LEGAL and LOCAL policies, unless otherwise stated herein.

Policy CAA - Fiscal Management Goals and Objectives: Financial Ethics
Policy CFB - Accounting: Inventories
Policy CFC - Accounting: Audits
Policy CFD - Accounting: Activity Funds Management
Policy CFEA - Payroll Procedures: Salary Deductions and Reductions
Policy CH - Purchasing and Acquisition
Policy CI - School Properties Disposal
Policy CJ - Contracted Services
Policy CJA - Contracted Services: Criminal History
Policy CK - Safety Program/Risk Management
Policy CKB - Safety Program/Risk Management: Accident Preventions and Reports
Policy CKC - Safety Program/Risk Management: Emergency Plans
Policy CKEA - Security Personnel: Commissioned Peace Officers
Policy CLE - Buildings, Grounds, and Equipment Management: Flag Displays
Policy CNA - Transportation Management: Student Transportation
Policy CO - Food and Nutrition Management
Policy COB - Food and Nutrition Management: Free and Reduced Price Meals
Policy CPAB - Office Communications: Mail and Delivery (other than the reference to Policy GKDA which will not be deemed to be adopted)
Policy CPC - Office Management: Records Management
Policy CQD - Technology Resources: Artificial Intelligence
Policy CRD - Insurance and Annuities Management: Health and Life Insurance
Policy CRE - Insurance and Annuities Management: Worker's Compensation
Policy CRF - Insurance and Annuities Management: Unemployment Insurance
Policy CSA - Facility Standards: Safety and Security
Policy DBA - Employment Requirements and Restrictions: Credentials and Records
Policy DBAA - Employment Requirements and Restrictions: Pre-Employment Reviews
Policy DBB - Employment Requirements and Restrictions: Medical Examinations and Communicable Diseases
Policy DBD - Employment Requirements and Restrictions: Conflict of Interest
Policy DCA - Employment Practices: Probationary Contracts
Policy DCB - Employment Practices: Term Contracts
Policy DCC - Employment Practices: Continuing Contracts
Policy DCD - Employment Practices: At-Will Employment
Policy DCE - Employment Practices: Other Types of Contracts
Policy DEA - Compensation and Benefits: Compensation Plan
Policy DEAA - Compensation Plan: Incentives and Stipends
Policy DEAB - Compensation Plan: Wage and Hour Laws
Policy DEC - Compensation and Benefits: Leaves and Absences
Policy DED - Compensation and Benefits: Vacations and Holidays
Policy DEE - Compensation and Benefits: Expense Reimbursement
Policy DEG - Compensation and Benefits: Retirement
Policy DFAA - Probationary Contracts: Suspension/Termination During Contract

Policy DFBA - Term Contracts: Suspension/Termination During Contract
Policy DFBB - Term Contracts: Nonrenewal
Policy DFCA - Continuing Contracts: Suspension/Termination
Policy DFD - Termination of Employment: Hearings before Hearing Examiner
Policy DFE - Termination of Employment: Resignation
Policy DFFA - Reduction in Force: Financial Exigency
Policy DFFB - Reduction in Force: Program Change
Policy DGA - Employee Rights and Privileges: Freedom of Association
Policy DH - Employee Standards of Conduct
Policy DHA - Employee Standards of Conduct: Gifts and Solicitations
Policy DHE - Employee Standards of Conduct: Searches and Alcohol/Drug Testing
Policy DI - Employee Welfare
Policy DIA - Employee Welfare: Freedom from Discrimination, Harassment and Retaliation
Policy DLB - Work Load: Required Plans and Reports
Policy DN - Performance Appraisal
Policy DNA - Performance Appraisal: Evaluation of Teachers
Policy DNB - Performance Appraisal: Evaluation of Campus Administrators Policy
Policy DP - Personnel Positions
Policy EB - School Year
Policy EC - School Day
Policy EEB - Instructional Arrangements: Class Size
Policy EEH - Instructional Arrangements: Homebound Instruction
Policy EFA - Instructional Resources: Instructional Materials
Policy EFB - Library Materials
Policy EHAA - Basic Instructional Program: Required Instruction (All Levels)
Policy EHB - Curriculum Design: Special Programs
Policy EHBA - Special Education: Identification, Evaluation, and Eligibility Policy
EHBAF - Special Education: Video/Audio Monitoring
Policy EHBB - Special Programs: Gifted and Talented Students
Policy EHBCA - Compensatory Services and Intensive Programs: Accelerated Instruction
Policy EHBD - Special Programs: Federal Title 1
Policy EHBE - Special Programs: Bilingual Education/ESL
Policy EHBF - Special Programs: Career and Technical Education
Policy EHDB - Alternative Methods for Earning Credit: Credit by Examination with Prior Instruction
Policy EHDC - Alternative Methods for Earning Credit: Credit by Examination without Prior Instruction
Policy EHDD - Alternative Methods for Earning Credit: College Course Work/Dual Credit
Policy EHDE - Alternative Methods for Earning Credit: Distance Learning
Policy EI - Academic Achievement
Policy EIA - Academic Achievement: Grading/Progress Reports to Parents
Policy EIE - Academic Achievement: Retention and Promotion

Policy EIF - Academic Achievement: Graduation
Policy EL - Campus or Program Charters
Policy ELA - Campus or Program Charters: Partnership Charters
Policy EMB - Miscellaneous Instructional Policies: Teaching about Controversial Issues
Policy EMI - Miscellaneous Instructional Policies: Study of Religion
Policy FA - Parent Rights and Responsibilities
Policy FB - Equal Educational Opportunity
Policy FC - School Attendance Areas
Policy FD - Admissions
Policy FDB - Admissions: Intradistrict Transfer and Classroom Assignments
Policy FDC - Admissions: Homeless Students
Policy FDE - Admissions: School Safety Transfers
Policy FEA - Attendance: Compulsory Attendance
Policy FEB - Attendance: Attendance Accounting
Policy FEC - Attendance: Attendance for Credit
Policy FEF - Attendance: Released Time
Policy FFA - Student Welfare: Wellness and Health Services
Policy FFAA - Wellness and Health Services: Physical Examinations
Policy FFAC - Wellness and Health Services: Medical Treatment
Policy FFAF - Wellness and Health Services: Care Plans
Policy FFB - Student Welfare: Crisis Intervention
Policy FFBA - Crisis Intervention: Trauma-Informed Care
Policy FFF - Student Welfare: Student Safety
Policy FFG - Student Welfare: Child Abuse and Neglect
Policy FFH - Student Welfare: Freedom from Discrimination, Harassment, and Retaliation
Policy FFI - Student Welfare: Freedom from Bullying
Policy FJ - Student Fundraising
Policy FL - Student Records
Policy FM - Student Activities
Policy FMA - Student Activities: School Sponsored Publications
Policy FMH - Student Activities: Commencement
Policy FN - Student Rights and Responsibilities
Policy FNA - Student Rights and Responsibilities: Student Expression
Policy FNAA - Student Expression: Distribution of Nonschool Literature
Policy FNAB - Student Expression: Use of School Facilities for Nonschool Purposes
Policy FNCA - Student Conduct: Dress Code
Policy FNCE - Student Conduct: Personal Telecommunications/Electronic Devices
Policy FNE - Student Rights and Responsibilities: Pregnant Students
Policy FNF - Student Rights and Responsibilities: Investigations and Searches
Policy FO - Student Discipline
Policy FP - Student Fees, Fines, and Charges
Policy GBAA - Access to Public Information: Requests for Information
Policy GBBA - School Communications Program: News Media Relations
Policy GE - Relations with Parent Organizations
Policy GKA - Community Relations: Conduct on School Premises
Policy GKB - Community Relations: Advertising and Fundraising

Policy GKC - Community Relations: Visitors

Policy GKDA - Nonschool Use of School Facilities: Distribution of Nonschool Literature

Policy GKE - Community Relations: Business, Civic, and Youth Groups

Policy GKG - Community Relations: School Volunteer Program

Policy GNE - Relations with Educational Entities: Education Accreditation

Agencies Policy GRA - Relations with Governmental Entities: State and Local Governmental Authorities

Addendum 3: Student Outcome and Financial Performance Goals

<u>Performance Measure #1</u>	2026-27	2027-28	2028-29	2029-30	2030-31
Overall Rating	≥84	≥86	≥88	≥89	≥90
<u>Performance Measure #2</u>	2026-27	2027-28	2028-29	2029-30	2030-31
Student Achievement Domain I	≥83	≥85	≥86	≥87	≥88
<u>Performance Measure #3</u>	2026-27	2027-28	2028-29	2029-30	2030-31
School Progress Domain II	≥67	≥69	≥71	≥73	≥75
<u>Performance Measure #4</u>	2026-27	2027-28	2028-29	2029-30	2030-31
Closing the Gaps Domain	≥83	≥85	≥86	≥87	≥88
<u>Performance Measure #5</u>	2026-27	2027-28	2028-29	2029-30	2030-31
Percent of students at or above national EOY RIT-Reading.	≥55	≥57	≥59	≥60	≥61
<u>Performance Measure #6</u>	2026-27	2027-28	2028-29	2029-30	2030-31
Percent of students at or above national EOY RIT-Math.	≥55	≥57	≥59	≥60	≥61
<u>Performance Measure #7</u>	2026-27	2027-28	2028-29	2029-30	2030-31
Percent of students at meets grade level or above-ELAR	≥56	≥58	≥60	≥61	≥62
<u>Performance Measure #8</u>	2026-27	2027-28	2028-29	2029-30	2030-31
Percent of students at meets grade level or above-Math	≥45	≥47	≥49	≥50	≥51
<u>Performance Measure #9</u>	2026-27	2027-28	2028-29	2029-30	2030-31
Percent of students at meets grade	≥52	≥54	≥55	≥57	≥58

level or above- Science					
Performance Measure #10	2026-27	2027-28	2028-29	2029-30	2030-31
Percentage of students earning 9 college credits by the end of 10th grade.	≥40	≥42	≥44	≥46	≥48
Performance Measure #11	2026-27	2027-28	2028-29	2029-30	2030-31
Percent of students at meeting state CCMR	≥88	≥89	≥90	≥92	≥92

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 annually
Performance Measure #3	Cash Flow
	Operating Partner avoids overspending the allocated budget and operate 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 Operating Partner 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 Operating Partner 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 Operating Partner 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 Operating Partner 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 Operating Partner has failed to meet the academic or financial performance goals defined above.

Addendum 4: OP's School Governing Board

UTPB 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) STEM 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

- Mr. Jake Watkins – STEM Academy Parent, Board President
- Dr. Jennifer Seybert - Dean, College of Education
- Dr. Kara Rosenblatt – UTPB Associate Professor
- Dr. Rachel Harlow – UTPB Associate Professor
- Mr. Joshua Boyer – UTPB Lecturer
- Mrs. Paula Gutierrez – UTPB Lecturer
- Mrs. Ermila Watts - STEM Academy Parent

Name	Board Member Info	Contact Information
Jacob Watkins	Electrical Engineer, Impulse Electric <i>Parent Representative, School Board President</i>	jakewatkins51@yahoo.com 432-208-0510
Dr. Jennifer Seybert	Dean, College of Education, UTPB <i>School Board Member</i>	seybert_j@utpb.edu 432-552-3121 Bio Link: https://www.utpb.edu/directory/faculty-staff/seybert_j
Kara Rosenblatt	Associate Professor, College of 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
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
Joshua Boyer	Mathematics Lecturer, UTPB <i>School Board Member</i>	boyer_j@utpb.edu 432-552-2260 Bio Link: https://www.utpb.edu/directory/faculty-staff/boyer_j

Paula Gutierrez	Biology Lecturer, UTPB <i>School Board Member</i>	gutierrez_p@utpb.edu 432-552-2266 Bio Link: https://www.utpb.edu/directory/faculty-staff/gutierrez_p
Ermila Watts	<i>Parent Representative</i>	ermilawatts@gmail.com 432-349-2522

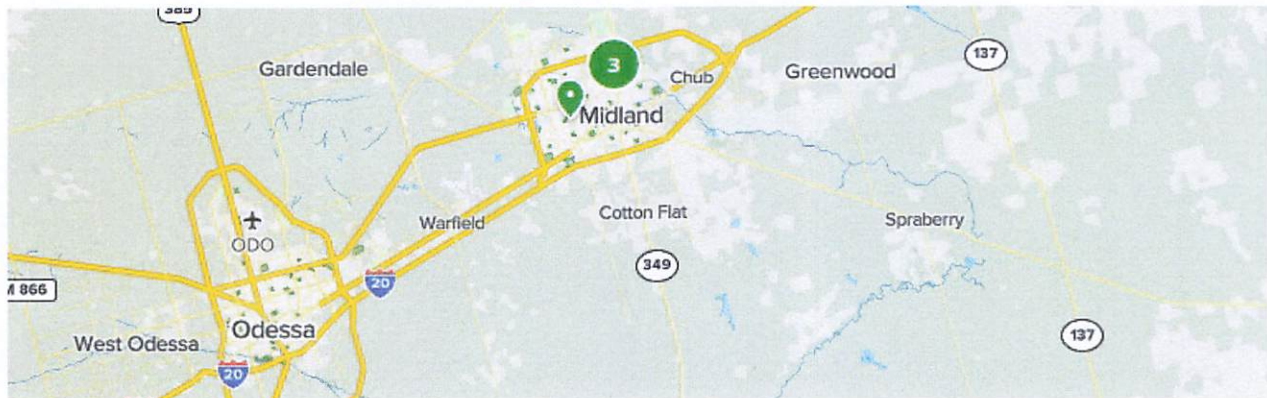
Addendum 5: School Attendance Area

Charter Application Student Attendance Areas:

Ector County

Midland County

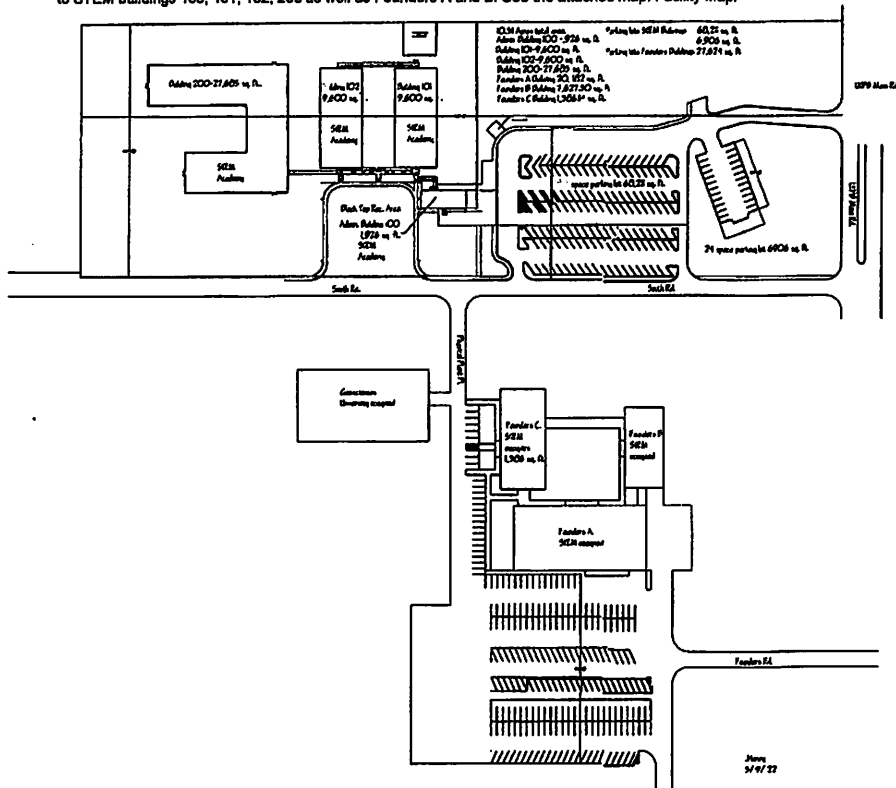
Greenwood - Midland, County



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: District Services and Fees

Ector County Independent School District Support Services Costs for 1882 Partnerships		2025/26 Estimated Enrolled 34,000	2025/26 Calculated per enrolled est 1
Departments			
690	Teen Parent	\$ 268,602	\$ 8
691	Dyslexia	\$ 3,555,543	\$ 105
692	Homebound/504	\$ 43,500	\$ 1
693	English Language Learner (secondary)	\$ 196,322	\$ 6
703	Tax Services	\$ 2,860,000	\$ 84
705	ECISD Development Office	\$ 453,421	\$ 13
847	Post-Secondary	\$ 344,675	\$ 10
848	Early Childhood (required for prek)	\$ 676,660	\$ 20
849	Literacy (required for prek)	\$ 495,000	\$ 15
850	Talent Development	\$ 1,949,353	\$ 57
851	Curriculum & Instruction	\$ 3,425,794	\$ 101
852	Acctblty, Assess & School Imprvmt	\$ 1,173,537	\$ 35
853	ECISD Policy	\$ 12,300	\$ -
854	AVID	\$ 639,655	\$ 19
855	Guidance and Counseling	\$ 754,857	\$ 22
856	Student Assistance Services	\$ 896,807	\$ 26
858	Choice Programs	\$ 250,269	\$ 7
861	Fine Arts	\$ 967,077	\$ 28
862	Physical Education and Health	\$ 120,952	\$ 4
864	Information Technology - services and protections	\$ 20,670,142	\$ 608
871	Special Education	\$ 13,192,315	\$ 388
875	Bilingual Education (elementary)	\$ 1,561,133	\$ 46
876	Federal & State Programs	\$ 177,672	\$ 5
881	Advanced Academic Services	\$ 2,108,898	\$ 62
882	Student Admissions and Transfers	\$ 104,632	\$ 3
886	Nursing Services (required if ECISD provides nurses)	\$ 375,136	\$ 11
889	Leadership (Chief of Schools)	\$ 1,237,774	\$ 36
891	Career & Technology	\$ 548,534	\$ 16
893	Student & School Suppt Assoc Supt Office	\$ 277,275	\$ 8
897	Instructional Materials and Records	\$ 276,333	\$ 8
901	Communications	\$ 620,422	\$ 18
905	Athletics	\$ 2,090,237	\$ 61
930	Human Capital	\$ 282,968	\$ 8
935	Human Resources (required if we pay employees)	\$ 2,540,958	\$ 75
952	Police Department (required if in ECISD building)	\$ 6,284,186	\$ 185
955	Maintenance (required if in ECISD bldg)	\$ 9,399,530	\$ 276
960	Custodial Operations (required if in ECISD bldg)	\$ 2,635,905	\$ 78
962	Utilities (required if in ECISD building)	\$ 7,126,400	\$ 210
965	District Operations (required if in ECISD bldg)	\$ 10,539,937	\$ 310
970	Finance	\$ 1,771,866	\$ 52
971	Purchasing (required if purchase thru ECISD)	\$ 435,848	\$ 13
972	Information Systems	\$ 1,907,217	\$ 56
973	Records Management	\$ 110,899	\$ 3
975	Business Operations Warehouse (includes mail and print shop)	\$ 523,794	\$ 15
976	Payroll (required if ECISD paying employees)	\$ 589,991	\$ 17
978	Benefits and Risk Management (required if ECISD paying empl)	\$ 324,175	\$ 10
986	Transportation (to and from school)	\$ 11,016,814	\$ 324
Total		\$ 117,815,315	\$ 3,463
Total for 100 students			\$ 346,300
Total for 20% of estimated \$1M state funding			\$ 200,000
Total for 15% of estimated \$1M state funding			\$ 150,000
Total for 10% of estimated \$1M state funding			\$ 100,000