



## Agenda of Regular Meeting

### The Board of Trustees Belton Independent School District

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A Regular Meeting of the Board of Trustees of Belton Independent School District will be held June 21, 2021, beginning at 6:15 PM in the Pittenger Fine Arts Center, 400 N. Wall Street, Belton, TX 76513. One or more trustees may participate via video conference.

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

1. **Call to Order, Moment of Silence and Pledge of Allegiance**
2. **Recognitions** **4**
  - A. Student Showcase - Belton High School Cheer
  - B. UIL Track State Qualifier
  - C. UIL Golf State Qualifiers
  - D. Texas High School Coaches Association Academic All-State Recipients
3. **Public Comments**
4. **Values and Beliefs - Each and Every** **6**
5. **Action Items**
  - A. Consider, Discuss, and Take Appropriate Action Regarding **7**  
Appointment of Board Committees
  - B. Consider, Discuss, and Take Appropriate Action Regarding March **8**  
17, 2020 Board Resolution for Emergency Closures and Response  
to the COVID-19 Pandemic
  - C. Consider, Discuss, and Take Appropriate Action Regarding the **11**  
Employment of Administrative Employees
    1. Lakewood Elementary Principal

D. Consider, Discuss, and Take Appropriate Action Regarding the 2021-2022 Compensation Plan	13
E. Consider, Discuss, and Take Appropriate Action Regarding the Renaming of Belton High School Tiger Baseball Field to Tidwell Field	25
F. Consider, Discuss, and Take Appropriate Action Regarding Contract with Huckabee for Architectural Services for a New Elementary School	26
G. Consider, Discuss, and Take Appropriate Action Regarding Revisions to CB(LOCAL): State and Federal Revenue Sources - 2nd Reading	107
<b>6. Public Hearing Regarding Federal Funding Sources</b>	<b>112</b>
<b>7. Reports</b>	
A. Facilities Committee Report	
B. Policy Committee Report	
C. Superintendent's Report	120
1. June 2021 Report	
a. COVID-19 Update - Action Items Taken Under Resolution Adopted March 17, 2020 in Response to the COVID-19 Pandemic	
D. Strategic Plan Update	128
<b>8. Consent Agenda: Consider and Take Appropriate Action</b>	
A. Minutes of Previous Meetings:	
1. May 3, 2021 Policy Committee Meeting	138
2. May 10, 2021 Special Meeting	140
3. May 12, 2021 Facilities Committee Meeting	142
4. May 17, 2021 Workshop Meeting	145
5. May 17, 2021 Regular Meeting	147
6. May 24, 2021 Special Meeting	157
B. Unaudited Financial Report for the Month Ending May 31, 2021	159
C. Gifts, Grants, and Bequests	185
D. Budget Amendment #9 for 2020-2021	187
E. Expenditures over \$50,000	192
1. Communities in Schools	
2. Instructional Materials	

a. Mentoring Minds	
b. Houghton Mifflin	
c. Education Service Center, Region 12 - Reading Academies	
d. Heinermann	
e. IXL Learning	
f. PowerSchool - Performance Matters	
3. GoGuardian Filtering and Classroom Management Tool	
4. Skyward Renewal	
F. Supply, Equipment, and Service Bids	
1. RFP #2105-125-259 for Apparel, Uniforms, Accessories & Supplies	194
2. RFP #2104-650-258 for Signs, Safety & ID Products	197
G. Resolution Authorizing Signatories to Conduct Banking Transactions for the District	199
H. Resolution Identifying Hazardous Traffic Conditions	201
<b>9. Board Requests for New Information and/or Reports</b>	
<b>10. Calendar of Events</b>	<b>250</b>
<b>11. Adjourn</b>	

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

*June 21, 2021*

**Item:** Recognitions

**Contact Person:** Elizabeth Cox

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 2: Ensure exceptional learning experiences for each and every student.

Goal 4: Develop a district-wide culture of value, support, and growth amongst all students and staff.

**Background Information:**

**Student Showcase – Belton High School Cheerleaders**

Members of the Belton High School varsity and junior varsity cheerleader squads performed routines and cheers before the start of the meeting. The group included freshmen Addison Crouse, Avery Rivera, Briley Campbell, Jaslyn Davis, Julie He, Kimora Davis and Zariya Turner Hopkins; sophomores Addison Dunahoo, Gabby Rodriguez, Loren Lazott, Sharon Turner and Taylin Rynkowski; junior Mia Ureste; and seniors Alex Cipolla, Camdyn Carothers, Ireland Cory and Kailyn Bond. The teams are coached by Marcia Russell, Kristin Hennage (varsity) and Emily Cook (junior varsity).

**UIL Track State Qualifier**

We are pleased to recognize Lake Belton High School rising junior Layloni Watson, who placed seventh at the UIL state track and field meet after running a personal best of 15:77 in the 100 meter hurdles. During the season, Layloni set five Bronco records in the 100 meter hurdles, 4x200 relay, 300 meter hurdles and the long and triple jumps. LBHS track coaches are Callie Cameron, Kaylie Krenek and Brandin Byrd.

**UIL Golf State Qualifiers**

In its inaugural season, Lake Belton High School's golf team advanced six athletes to the 4A state golf tournament at the Plum Creek Golf Course in Kyle, Texas.

Although the state tournament was shortened because of rain, sophomore Tiffany Lange finished 23rd out of 72 participants shooting a 124. The boys team included sophomores Chandler Cook (12th place), Colby Connor (24th place), Chase Passentino-Slone (47th place), Hayden Nix (68th place) and freshman James Bond (49th place). The team finished sixth out of 12 teams. LBHS golf is coached by William Sims.

Belton High School senior Dallas Hankamer made his second appearance at the 6A state golf tournament in May at Legacy Hills in Georgetown. He finished with a two-day total of 151 (73-78) in his last tournament as a Tiger. Jim Hellums is the head boys golf coach at BHS.

### **Texas High School Coaches Association Academic All-State Recipients**

Belton High School is celebrating 60 student-athletes who were named to Texas High School Coaches Association Academic All-State teams. To be nominated, seniors must be in good standing with their team, of good moral character and have an overall GPA of 92 or above. Class rank and SAT/ACT test scores are also taken into consideration.

This year's recipients include:

Cross Country: Abigail Cargile, Jackson Hebers, Madison Farwell and Shire Snell (first team); Caroline Moehlenbrock, Abigail Davis, Cade Wenberg, Chase Perry, Evie Nix, Grace Pohl, Katelyn Chrisman, Michael Eckert, Rachel Mahan, Rylyn Reyes and Shelby Littlefield (second team); and Brandt Menzie and Jordan Martinson (honorable mention).

Volleyball: Isabel Holguin, Rachel Bledsoe, Campbell Burnett, Sydney Sell and McKayla Seeliger (second team).

Football: Kanyyn Utley and Daniel Torres (first team), Riley Tabat, Jason Bonnett, Thomas Bowman and Joseph Knox (second team); and Nathan Hunt and Justin Simmons (honorable mention).

Basketball: Luke Bramlett, Nylah Modeste and Campbell Burnett (second team) and Karina Fisher (honorable mention).

Girls soccer: Madison Farwell, Evie Nix, Abigail Davis, Abigayle Ponder, Hana Erskine, Rachel Mahan (second team); and Rylyn Reyes and Sophie Elliott (honorable mention).

Girls powerlifting: Vanessa Ake (elite); Bryce Allen Bourland and Lauryn Scott (first team); and Raquell Chandarlis (second team).

Baseball: Brady Shadrick (first team); and Jason Bonnett (honorable mention).

Boys track: Brady Shadrick (first team); and Thomas Bowman, Riley Tabat, Trenton Whitworth and Cade Wenberg (second team).

Additionally, the Texas Association of Soccer Coaches recognized seniors Martin Bedolla, Charles Evans, Gautam Ghamande, Kobe Gillians, Cesar Rios-Torres, Shire Snell and Cade Wenberg for maintaining a 90 or higher GPA all four years of high school.

### **Fiscal Implications:**

n/a

### **Administrative Recommendation(s):**

n/a



# Belton ISD

## Values and Beliefs

Adopted April 19, 2021

- **Each and Every:** We believe each and every student deserves exceptional experiences according to their unique needs and passions.
- **Innovation:** We believe in igniting and supporting innovative thinking and problem solving in our students and staff.
- **Continuous Improvement:** We believe a mindset of continuous improvement should be modeled by our staff and cultivated in classrooms.
- **Community Engagement:** We believe that the learning experiences of our students are enhanced through the engagement of our community.
- **Learning Space:** We believe well designed and maintained facilities positively impacts student learning and staff efficacy.
- **Engaged Workforce:** We believe a thriving staff will be able to create exceptional learning experiences for each and every student.
- **Inspiring Instruction:** We believe instructional design can empower students and ignite a passion for learning.

**Belton Independent School District**  
***Board of Trustee Meeting Agenda Item***

***June 21, 2021***

**Item:** Consider, Discuss, and Take Appropriate Action Regarding Appointment of Board Committees

**Contact Person:** Jeff Norwood

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

Board committees serve in an advisory capacity to the Board of Trustees and allow trustees the opportunity to discuss future agenda items in more detail. The Board President is not formally on either committee but may choose to attend any or all committee meetings. Given the reorganization of the Board at its May meeting and the appointment of Jeff Norwood as President, this item is being presented to replace Mr. Norwood on the Facilities Committee. Current membership is as follows:

Policy Committee: Chair Manuel Alcozer, Chris Flor and Janet Leigh

Facilities Committee: Chair Ty Taggart, Jeff Norwood and Erin Bass

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

Unless other changes are desired by the Board, recommend the appointment of Suzanne M. McDonald to the Board Facilities Committee.

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**June 21, 2021**

**Item:** Consider, Discuss, and Take Appropriate Action Regarding March 17, 2020 Board Resolution for Emergency Closures and Response to the COVID-19 Pandemic

**Contact Person:** Matt Smith

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

The attached resolution was approved at the March 17, 2020 Board meeting to allow the District to continue to conduct essential business during emergency closures and response to the COVID-19 pandemic. This action ends associated duties and powers resulting from the resolution and will no longer be reported during the Superintendent's Report.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

Recommend the Board rescind the resolution approved on March 17, 2020 for emergency closures and response to the COVID-19 pandemic.

**RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE BELTON INDEPENDENT SCHOOL DISTRICT  
FOR EMERGENCY CLOSURES AND RESPONSE TO  
THE COVID-19 PANDEMIC**

**WHEREAS**, the rapid spread of Novel Coronavirus (COVID-19) has resulted in a pandemic that poses significant threats to the public health and safety of the students of Belton Independent School District (Belton ISD);

**WHEREAS**, the Belton Independent School District Board of Trustees (Board of Trustees) has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that Belton ISD and community are prepared to the fullest extent possible regarding COVID-19;

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19;

**WHEREAS**, on March 16, 2020, Bell County officials announced that Bell County is currently in Stage 2 of its COVID-19 Action Plan;

**WHEREAS**, Belton ISD has ordered the emergency closures of all of its District facilities for March 16-March 20, 2020 and recognizes that additional emergency closures may be necessary and may occur after March 20, 2020;

**WHEREAS**, Belton ISD is committed to continuing to provide educational services to its students and plans to leverage existing resources to do so;

**WHEREAS**, some purchases over \$50,000 may need to be made and budget amendments approved expeditiously in order to meet the needs of Belton ISD, its students and staff during emergency closures; and

**WHEREAS**, Belton ISD believes that a significant public purpose exists in providing assurances to its staff regarding their employment during the emergency closures in order to retain staff and reduce turnover, support and increase morale, and smooth the transition to the eventual re-opening of District facilities.

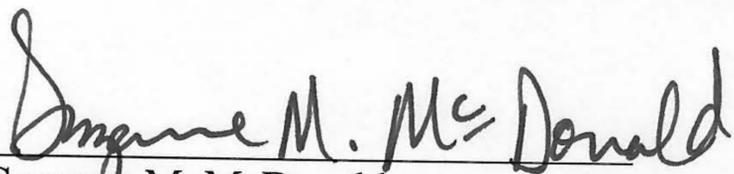
**IT IS, THEREFORE, RESOLVED THAT:**

1. The emergency closure of all Belton ISD facilities is a necessary and appropriate response to the COVID-19 pandemic, and that additional closures beyond March 20, 2020 may be warranted;
2. The Board of Trustees authorizes continued wage payments to all permanent employees, contractual and noncontractual, salaried and non-salaried, who are instructed not to report to work during the emergency closures;

3. Employees not instructed to report to work during the emergency closures shall not be considered absent for the purposes of applying leave and absences as described in the Belton ISD Employee Handbook;
4. The Superintendent is delegated the authority to make decisions regarding the compensation of employees during an emergency closure, including premium payments to certain employees, and to implement those decisions;
5. The Superintendent is delegated the authority to create guidelines and make determinations regarding absences, leave time, leave days, and compensation of any employee who is quarantined as a result of COVID-19 and/or who tests positive for COVID-19 and who presents appropriate medical documentation regarding themselves and/or an immediate family member, in compliance with Texas and federal law;
6. The Superintendent is delegated the authority to procure, negotiate, and execute contracts for goods and services of \$50,000 or greater value and approve budget amendments without Board approval that are necessary due to the COVID-19 emergency closures in order to provide necessary goods and services, reduce the impact of closures on District operations, and maintain District equipment, facilities and property, given that the emergency of COVID-19 and its potential spread constitutes an unforeseen emergency/matter of urgent public necessity; and
7. In the event other waivers or immediate action is needed, the Superintendent is authorized to take other action and to apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies.

The Superintendent shall report to the Board at the next called Board meeting all action taken pursuant to the authority granted herein.

**ADOPTED** on this the 17<sup>th</sup> day of March, 2020, by the Belton ISD Board of Trustees.



Suzanne M. McDonald  
President, Board of Trustees  
Belton Independent School District

ATTEST:



Janet Leigh  
Secretary, Board of Trustees  
Belton Independent School District

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**June 21, 2021**

**Item:** Consider, Discuss and Take Appropriate Action Regarding the Employment of Administrative Employees

**Contact Person:** Todd Schiller

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 3: Attract, retain, and support a world-class team of employees.

**Background Information:**

The month of June includes the recommendation to hire a principal for Lakewood Elementary, an associate principal for Lake Belton High School and an assistant principal for Lake Belton High School.

**Fiscal Implications:**

The salary and benefits are included in the budget for 2021-2022.

**Administrative Recommendation(s):**

Approval of recommendation and addition of personnel as presented.

**BELTON INDEPENDENT SCHOOL DISTRICT  
DEPARTMENT OF HUMAN RESOURCES**

P. O. Box 269  
Belton, Texas 76513  
Phone (254) 215-2015  
Fax (254) 215-2016

**TO: Dr. Matt Smith  
Superintendent**

**FROM: Todd Schiller  
Assistant Superintendent of Human Resources**

**DATE: June 21, 2021**

**RE: Administrator Recommendation(s) for June**

**RECOMMENDATION(S)**

<b>NAME</b>	<b>DEGREE</b>	<b>COLLEGE</b>	<b>PREVIOUS DISTRICT</b>	<b>YRS EXP</b>	<b>ASSIGNMENT</b>	<b>CAMPUS</b>	<b>COMMENT 12</b>
Ashley Bates	B.A. Communication Studies M.Ed. Educational Administration	Ottawa University San Angelo State University	Waco ISD	7	Assistant Principal	LBHS	New Position
Christy Chandler	B.A. Education M.Ed. Educational Administration	St. Edward's University Texas State University	Pflugerville ISD	27	Principal	Lakewood	Replacing Becky Musil
Kory Craddick	B.S. Business Administration M.Ed. Education Administration	Tarleton State University Lamar University	Belton ISD	20	Associate Principal	LBHS	New Position

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**June 21, 2021**

**Item:** Consider, Discuss, and Take Appropriate Action Regarding the 2021-2022 Compensation Plan

**Contact Person:** Todd Schiller

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 3: Attract, retain, and support a world-class team of employees.

**Background Information:**

Over the last couple of months, we have been carefully studying our salary structures. The administration shared market information and possible salary scale scenarios at the May workshop. During the workshop, there was a desire to maintain our current salary position as we propose the 2021-2022 salary schedules.

Tonight, we are asking for your approval of the attached compensation plan, a \$1,200 increase for teachers, nurses, and librarians and a 2% midpoint increase for all other staff. The approval of this compensation plan and increase will enhance our ability to attract and retain a world-class staff.

**Fiscal Implications:**

The total cost before benefits for the 2021-2022 school year is \$1,912,713.

**Administrative Recommendation(s):**

Approve the 2021-2022 compensation plan as presented.

2021-2022  
COMPENSATION PLAN



## 2021-2022 SALARY INCREASE COST

		2% - All Staff	
Category	Cost Increase	Percent Increase	
<u>Teachers, Librarians and Nurses</u> Increase	\$1,038,000		
<b>Subtotal Teachers</b>	<b>\$1,038,000</b>	<b>2.09%</b>	
<u>Administrative/Professional</u> Increase	\$386,625		
<b>Subtotal Administrative/Professional</b>	<b>\$386,625</b>	<b>2.07%</b>	
<u>Clerical/Paraprofessional</u> Increase	\$177,983		
<b>Subtotal Clerical/Paraprofessional</b>	<b>\$177,983</b>	<b>2.01%</b>	
<u>Auxiliary</u> Increase	\$190,786		
<b>Subtotal Auxiliary</b>	<b>\$190,786</b>	<b>2.01%</b>	
<b>Equity Adjustments</b>	\$65,319		
<b>Stipend Adjustments</b> Bilingual (\$3,000 to \$6,000)	\$54,000		
<b>Subtotal Equity Adjustments &amp; Stipends</b>	<b>\$119,319</b>		
<b>Total Cost Estimate</b>	<b>\$1,912,713</b>		

**Belton ISD  
Teachers, Nurses, Librarians - 2%**

Current Years Exp	2020-2021 Hiring Schedule	+	Increase Amount	Next Years Exp	2021-2022 Recommended Hiring Schedule	FTE	Cost	Step Difference 2021-2022	% Increase
				0	\$51,400				
0	\$50,500	+	\$1,200	1	\$51,700	41.00	\$49,200	\$300	2.38%
1	\$50,800	+	\$1,200	2	\$52,000	45.00	\$54,000	\$300	2.36%
2	\$51,100	+	\$1,200	3	\$52,300	42.00	\$50,400	\$300	2.35%
3	\$51,400	+	\$1,200	4	\$52,600	56.00	\$67,200	\$300	2.33%
4	\$51,700	+	\$1,200	5	\$52,900	59.00	\$70,800	\$300	2.32%
5	\$52,000	+	\$1,200	6	\$53,200	49.00	\$58,800	\$300	2.31%
6	\$52,500	+	\$1,200	7	\$53,700	36.00	\$43,200	\$500	2.29%
7	\$53,000	+	\$1,200	8	\$54,200	41.00	\$49,200	\$500	2.26%
8	\$53,500	+	\$1,200	9	\$54,700	37.00	\$44,400	\$500	2.24%
9	\$54,000	+	\$1,200	10	\$55,200	39.00	\$46,800	\$500	2.22%
10	\$54,500	+	\$1,200	11	\$55,700	33.00	\$39,600	\$500	2.20%
11	\$55,000	+	\$1,200	12	\$56,200	29.00	\$34,800	\$500	2.18%
12	\$55,500	+	\$1,200	13	\$56,700	32.00	\$38,400	\$500	2.16%
13	\$56,000	+	\$1,200	14	\$57,200	37.00	\$44,400	\$500	2.14%
14	\$56,500	+	\$1,200	15	\$57,700	33.00	\$39,600	\$500	2.12%
15	\$57,000	+	\$1,200	16	\$58,200	25.00	\$30,000	\$500	2.11%
16	\$57,500	+	\$1,200	17	\$58,700	35.00	\$42,000	\$500	2.09%
17	\$58,000	+	\$1,200	18	\$59,200	24.00	\$28,800	\$500	2.07%
18	\$58,500	+	\$1,200	19	\$59,700	33.00	\$39,600	\$500	2.05%
19	\$59,000	+	\$1,200	20	\$60,200	14.00	\$16,800	\$500	2.03%
20	\$59,500	+	\$1,200	21	\$60,700	10.00	\$12,000	\$500	2.02%
21	\$60,000	+	\$1,200	22	\$61,200	19.00	\$22,800	\$500	2.00%
22	\$60,500	+	\$1,200	23	\$61,700	13.00	\$15,600	\$500	1.98%
23	\$61,470	+	\$1,200	24	\$62,670	13.00	\$15,600	\$970	1.95%

## 2021-2022 Administrative/Professional Compensation Plan

### Pay Grade

#### 1 (PROFESSIONAL)

Assistant, COTA  
 Assistant, Speech and Language  
 Communications Specialist  
 Foster Care/Homeless Liaison  
 Intern  
 Multimedia Specialist  
 ROTC Instructors  
 Staff Accountant  
 Truancy Officer

		Minimum	Midpoint	Maximum
	<b>Daily</b>	<b>\$270.33</b>	<b>\$324.40</b>	<b>\$378.46</b>
<b>187</b>	<b>Days</b>	50,552	60,662	70,772
<b>197</b>	<b>Days</b>	53,255	63,906	74,557
<b>207</b>	<b>Days</b>	55,958	67,150	78,342
<b>226</b>	<b>Days</b>	61,095	73,313	85,532

#### 2 (PROFESSIONAL)

Advisor, College & Career  
 Assistant Director (SN & Transportation)  
 Athletic Trainer  
 Behavior Specialist  
 Certified Occupational Therapist  
 Coach, Head Swim Club  
 Coordinator, Bilingual/ESL  
 Coordinator, CTE  
 Coordinator, Dual Language  
 Coordinator, Dyslexia  
 Coordinator, Elementary ELAR & Math  
 Coordinator, Emergency Preparedness  
 Coordinator, Menu  
 Coordinator, Project HEARTBEAT  
 Coordinator, Purchasing  
 Coordinator, Secondary ELA, Math, Science, SS  
 Coordinator, Security  
 Counselor & Lead Counselor  
 Digital Learning Coach  
 Educational Diagnostician  
 Facilitator  
 Information Systems Administrator  
 Information Systems Analyst  
 Instructional Coach  
 Licensed Specialist in School Psychology  
 Operations Supervisor  
 Specialist, PEIMS & SIS  
 Speech Language Pathologist  
 Systems Administrator

		Minimum	Midpoint	Maximum
	<b>Daily</b>	<b>\$286.40</b>	<b>\$341.38</b>	<b>\$396.35</b>
<b>187</b>	<b>Days</b>	53,557	63,837	74,117
<b>197</b>	<b>Days</b>	56,421	67,251	78,081
<b>207</b>	<b>Days</b>	59,285	70,665	82,044
<b>217</b>	<b>Days</b>	62,149	74,078	86,008
<b>226</b>	<b>Days</b>	64,726	77,151	89,575

#### 3 (ADMINISTRATOR)

Assistant Principal  
 Coordinator, Advanced Academic Services  
 Coordinator, Digital Learning  
 Coordinator, District Alternative Education Program  
 Coordinator, Section 504  
 Coordinator, Special Education

		Minimum	Midpoint	Maximum
	<b>Daily</b>	<b>\$296.60</b>	<b>\$356.01</b>	<b>\$415.41</b>
<b>197</b>	<b>Days</b>	58,430	70,133	81,836
<b>217</b>	<b>Days</b>	64,362	77,253	90,144
<b>226</b>	<b>Days</b>	67,032	80,457	93,883

**4** (ADMINISTRATOR)  
 Assistant Director, Athletics  
 Assistant Director, Technology  
 Manager (Accounting, Payroll, PEIMS, HR)

		Minimum	Midpoint	Maximum
	Daily	<b>\$309.09</b>	<b>\$372.35</b>	<b>\$435.60</b>
<b>217</b>	Days	67,073	80,799	94,525
<b>226</b>	Days	69,854	84,150	98,446

**5** (ADMINISTRATOR)  
 Associate Principal

		Minimum	Midpoint	Maximum
	Daily	<b>\$324.54</b>	<b>\$387.39</b>	<b>\$450.24</b>
<b>217</b>	Days	70,425	84,064	97,702
<b>226</b>	Days	71,190	87,550	101,754

**6** (ADMINISTRATOR)  
 Principal, Elementary  
 Principal, DAEP

		Minimum	Midpoint	Maximum
	Daily	<b>\$346.83</b>	<b>\$413.00</b>	<b>\$479.16</b>
<b>217</b>	Days	75,262	89,620	103,978
<b>226</b>	Days	78,384	93,337	108,290

**7** (ADMINISTRATOR)  
 Director  
 Principal, Middle School  
 Principal, Belton New Tech High School @ Waskow

		Minimum	Midpoint	Maximum
	Daily	<b>\$362.14</b>	<b>\$436.87</b>	<b>\$511.59</b>
<b>226</b>	Days	81,844	98,731	115,619

**8** (ADMINISTRATOR)  
 Head Football Coach

		Minimum	Midpoint	Maximum
	Daily	<b>\$401.99</b>	<b>\$483.79</b>	<b>\$565.59</b>
<b>226</b>	Days	90,850	109,337	127,823

**9** (ADMINISTRATOR)  
 Athletic Director  
 Executive Director  
 Principal, Comprehensive High School

		Minimum	Midpoint	Maximum
	Daily	<b>\$433.54</b>	<b>\$520.25</b>	<b>\$606.96</b>
<b>226</b>	Days	97,980	117,577	137,173

**10** (ADMINISTRATOR)  
 Assistant Superintendent  
 CFO  
 CTO

		Minimum	Midpoint	Maximum
	Daily	<b>\$510.34</b>	<b>\$594.55</b>	<b>\$678.76</b>
<b>226</b>	Days	115,337	134,368	153,400

**11** (ADMINISTRATOR)  
 Deputy Superintendent

		Minimum	Midpoint	Maximum
	Daily	<b>\$584.16</b>	<b>\$681.24</b>	<b>\$778.32</b>
<b>226</b>	Days	132,020	153,960	175,900

## 2021-2022 Clerical/Paraprofessional Compensation Plan

**1**

		Minimum	Midpoint	Maximum
<b>Hourly</b>		<b>\$9.97</b>	<b>\$12.93</b>	<b>\$15.90</b>
<b>Daily</b>		<b>\$79.76</b>	<b>\$103.44</b>	<b>\$127.20</b>
<b>187 Days</b>		14,915	19,343	23,786
<b>197 Days</b>		15,713	20,378	25,058
<b>217 Days</b>		17,308	22,446	27,602
<b>226 Days</b>		18,026	23,377	28,747

**2** Assistant, Office  
Receptionist, Support Services

		Minimum	Midpoint	Maximum
<b>Hourly</b>		<b>\$10.59</b>	<b>\$13.76</b>	<b>\$16.93</b>
<b>Daily</b>		<b>\$84.72</b>	<b>\$110.08</b>	<b>\$135.44</b>
<b>187 Days</b>		15,843	20,585	25,327
<b>197 Days</b>		16,690	21,686	26,682
<b>217 Days</b>		18,384	23,887	29,390
<b>226 Days</b>		19,147	24,878	30,609

**3** Assistant, Instructional Technology  
Assistant, Office (High School)  
Attendance Officer (High School)  
Clerk, 504  
Clerk, Accts. Payable- School Nutrition & Transp.  
Clerk, Assessment (Sp Ed)  
Clerk, Attendance  
Clerk, PEIMS  
Clerk, Recpt/Attendance (BNTH)  
Dispatcher, Transportation  
Educational Aide  
Field Trip Coord, Transportation  
Library-Digital Information Assistant  
Nurse's Aide  
Payroll/Dispatcher, Transportation  
Receptionist (Campus & HR)  
Registrar (Middle School, PEIMS)  
Router, Transportation  
Secretary, Assistant Principal/Counselor  
Secretary, DAEP  
Technician, Behavior

		Minimum	Midpoint	Maximum
<b>Hourly</b>		<b>\$11.90</b>	<b>\$14.88</b>	<b>\$17.86</b>
<b>Daily</b>		<b>\$95.20</b>	<b>\$119.04</b>	<b>\$142.88</b>
<b>187 Days</b>		17,802	22,260	26,719
<b>192 Days</b>		18,278	22,856	27,433
<b>197 Days</b>		18,754	23,451	28,147
<b>202 Days</b>		19,230	24,046	28,862
<b>207 Days</b>		19,706	24,641	29,576
<b>217 Days</b>		20,658	25,832	31,005
<b>226 Days</b>		21,515	26,903	32,291

**4** Clerk, Print Shop  
Route Supervisor, Transportation  
Safety Trainer, Transportation  
Secretary, Administrative  
Secretary, BNTHS @ Waskow  
Secretary (Elementary & Middle School)  
Technician, Technology

		Minimum	Midpoint	Maximum
<b>Hourly</b>		<b>\$13.68</b>	<b>\$17.10</b>	<b>\$20.52</b>
<b>Daily</b>		<b>\$109.44</b>	<b>\$136.80</b>	<b>\$164.16</b>
<b>187 Days</b>		20,465	25,582	30,698
<b>197 Days</b>		21,560	26,950	32,340
<b>207 Days</b>		22,654	28,318	33,981
<b>217 Days</b>		23,748	29,686	35,623
<b>226 Days</b>		24,733	30,917	37,100

- 5** Administrative Assistant  
 Campus Bookkeeper (High School)  
 Clerk, Accounts Payable (Business Office)  
 Computer Technician  
 Licensed Vocation Nurse (LVN)  
 Secretary, Principal (High School)

		Minimum	Midpoint	Maximum
<b>Hourly</b>		<b>\$15.73</b>	<b>\$19.67</b>	<b>\$23.60</b>
<b>Daily</b>		<b>\$125.84</b>	<b>\$157.32</b>	<b>\$188.80</b>
<b>187</b>	<b>Days</b>	23,532	29,419	35,306
<b>197</b>	<b>Days</b>	24,790	30,992	37,194
<b>217</b>	<b>Days</b>	27,307	34,138	40,970
<b>226</b>	<b>Days</b>	28,440	35,554	42,669

- 6** Assistant, Accounting  
 Assistant, Natatorium  
 Assistant Swim Club Coach  
 Client Systems Specialist  
 Receptionist, District  
 Specialist, Auxiliary/Paraprofessional  
 Specialist, Certification  
 Specialist, Employee Benefits  
 Specialist, Human Resources  
 Specialist, Payroll  
 Specialist, PEIMS  
 Specialist, Student Management & Testing  
 Technician, Help Desk Lead  
 Technician, Network

		Minimum	Midpoint	Maximum
<b>Hourly</b>		<b>\$17.93</b>	<b>\$22.40</b>	<b>\$26.86</b>
<b>Daily</b>		<b>\$143.44</b>	<b>\$179.16</b>	<b>\$214.88</b>
<b>187</b>	<b>Days</b>	26,823	33,503	40,183
<b>197</b>	<b>Days</b>	28,258	35,295	42,331
<b>217</b>	<b>Days</b>	31,126	38,878	46,629
<b>226</b>	<b>Days</b>	32,417	40,490	48,563

- 7** Executive Assistant

		Minimum	Midpoint	Maximum
<b>Hourly</b>		<b>\$20.81</b>	<b>\$26.02</b>	<b>\$31.22</b>
<b>Daily</b>		<b>\$166.48</b>	<b>\$208.12</b>	<b>\$249.76</b>
<b>187</b>	<b>Days</b>	31,132	38,918	46,705
<b>197</b>	<b>Days</b>	32,797	41,000	49,203
<b>217</b>	<b>Days</b>	36,126	45,162	54,198
<b>226</b>	<b>Days</b>	37,624	47,035	56,446

## 2021-2022 Auxiliary Compensation Plan

<b>1</b>	Cafeteria Monitor	<b>Minimum    Midpoint    Maximum</b>			
	Campus Worker	<b>Hourly</b>	<b>\$9.95</b>	<b>\$11.68</b>	<b>\$13.40</b>
	Custodian	<b>173 Days</b>	13,771	16,158	18,546
	School Crossing Guard	<b>184 Days</b>	14,646	17,186	19,725
	School Nutrition, Specialist	<b>185 Days</b>	14,726	17,279	19,832
	Transportation, Special Ed Bus Aide	<b>187 Days</b>	14,885	17,466	20,046
		<b>226 Days</b>	17,990	21,108	24,227
	<b>260 Days</b>	20,696	24,284	27,872	
<b>2</b>	Courier, Business Office	<b>Minimum    Midpoint    Maximum</b>			
	School Nutrition, Lead Specialist	<b>Hourly</b>	<b>\$10.48</b>	<b>\$12.55</b>	<b>\$14.62</b>
	School Nutrition, Mgr Trainee	<b>173 Days</b>	14,504	17,369	20,234
	Swim Center, Lifeguard	<b>183 Days</b>	15,343	18,373	21,404
	Transportation, Dock Personnel	<b>185 Days</b>	15,510	18,574	21,638
	Warehouse Worker, Purchasing	<b>187 Days</b>	15,678	18,775	21,872
		<b>207 Days</b>	17,355	20,783	24,211
	<b>226 Days</b>	18,948	22,690	26,433	
	<b>260 Days</b>	21,798	26,104	30,410	
<b>3</b>	Groundskeeper	<b>Minimum    Midpoint    Maximum</b>			
	Inventory Lead Clerk, Purchasing	<b>Hourly</b>	<b>\$12.42</b>	<b>\$14.97</b>	<b>\$17.51</b>
	Lead Custodian	<b>188 Days</b>	18,680	22,507	26,335
	Manager, School Nutrition (excludes high school)	<b>226 Days</b>	22,455	27,057	31,658
	Roofer	<b>260 Days</b>	25,834	31,127	36,421
	Security Officer (High School)				
	Swim Center, Senior Lifeguard				
Tech, Facilities					
<b>3.1</b>	Groundskeeper, Team Leader	<b>Minimum    Midpoint    Maximum</b>			
	Irrigation Specialist	<b>Hourly</b>	<b>\$13.93</b>	<b>\$16.71</b>	<b>\$19.49</b>
	Transportation, Driver	<b>188 Days</b>	20,951	25,132	29,313
	Transportation, Fueler/Driver	<b>226 Days</b>	25,185	30,212	35,238
	Transportation, Video Specialist/Driver	<b>260 Days</b>	28,974	34,757	40,539
<b>4</b>	Assistant, Swim Club	<b>Minimum    Midpoint    Maximum</b>			
	Carpenter	<b>Hourly</b>	<b>\$15.52</b>	<b>\$18.86</b>	<b>\$22.19</b>
	Coordinator (IPM, Facilities Operations)	<b>188 Days</b>	23,342	28,358	33,374
	Groundskeeper Supervisor	<b>207 Days</b>	25,701	31,224	36,747
	Locksmith	<b>226 Days</b>	28,060	34,090	40,120
	Painter Assistant	<b>260 Days</b>	32,282	39,218	46,155
	Plumber Assistant				
	School Nutrition, BHS & Food Truck Cafeteria Manager				
	School Nutrition, Supervisor				
	Transportation, Mechanic				

- 5** Carpenter, Lead
- Coordinator, School Nutrition
- Foreman, Shop
- Maintenance, HVAC/Electrician
- Manager, Facilities/Construction
- Painter, Lead
- Technician, Refrigeration Equipment
- Transportation, Shop Foreman

		Minimum	Midpoint	Maximum
<b>Hourly</b>		<b>\$18.64</b>	<b>\$22.47</b>	<b>\$26.29</b>
<b>226 Days</b>		33,701	40,617	47,532
<b>260 Days</b>		38,771	46,727	54,683

- 6** Maintenance, Licensed Plumber
- Maintenance, Master Electrician/HVAC
- Maintenance, Special Systems Technician

		Minimum	Midpoint	Maximum
<b>Hourly</b>		<b>\$23.09</b>	<b>\$27.71</b>	<b>\$32.33</b>
<b>226 Days</b>		41,747	50,100	58,453
<b>260 Days</b>		48,027	57,637	67,246

## 2021-2022 SUBSTITUTE TEACHER PAYSCALE (DAILY RATES)

Non-Degree	Degreed	State Certified/RN	Long			Days to Long Term
			Non-Degreed	Degreed	State	
\$75.00	\$85.00	\$100.00	\$85.00	\$95.00	\$110.00	11

### RETENTION SUPPLEMENT

The Superintendent may recommend a retention supplement to all eligible employees in accordance with the parameters outlined below, at an amount set by the Board, if the issuance of the retention supplement would not impair the district's other financial obligations or create a financial hardship for the District. The purpose of any retention supplement is to retain competent and experienced persons to serve as employees of the District. The amount of any such payment will be set by the Board at the time the payment is authorized, based on the District's financial status.

To be eligible to receive the retention supplement, a district employee must satisfy all of the following criteria:

- Employee must be actively employed as of the date the retention supplement is authorized, and remain actively employed, through the end of the employee's duty calendar year;
- Employee is working, or on approved family, medical, or military leave, at the time payment is authorized and when it is issued;
- Employee is not or has not prior to the issuance of the retention supplement:
  - indicated an intent to resign or retire prior to the end of the employee's duty calendar;
  - been terminated, or proposed for termination;
  - been non-renewed or proposed for non-renewal; or
  - otherwise provided documentation showing an intent to separate from employment prior to the end of the employee's duty year; and
- Employee is not, at the time any retention supplement is authorized or issued:
  - Temporary employees (i.e. substitutes, contract services, student workers, and extra help) are not eligible for the retention supplement; or
  - Under a pending investigation for alleged wrongdoing at the time any retention supplement is authorized or issued provided, however, if an employee is under investigation for alleged wrongdoing is exonerated, they will be entitled to the retention supplement.

Any retention supplement shall be based on the following parameters:

- An employee who is employed as a 0.5 FTE or less will receive ½ of the supplement. Any employee who is employed as greater than 0.5 FTE will receive the full supplement. If an employee changes FTE during the school year, their supplement will be based on his or her status as of the date the retention supplement is issued.
- The retention supplement is not TRS eligible compensation. Federal Income Tax,

Social Security Tax and Medicare tax (if applicable) will be withheld.

- Any employee who receives the retention supplement will sign a document agreeing that the amount of the supplement will be withheld from one or more of the employee's paychecks if the employee leaves employment prior to the end of the employee's duty calendar year.

The Board may, at the time any retention supplement is authorized, establish additional eligibility criteria.

Employees have no property right in the continuation of any retention supplement in future years.

## **TEACHER INCENTIVE ALLOTMENT**

The Board of Trustees may adjust the compensation reflected in this plan as necessary to utilize funds available under the Teacher Incentive Allotment which were not known at the time this plan was adopted. Distribution of Teacher Incentive Allotment funds will comply with state law and Texas Education Agency guidance.

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**June 21, 2021**

**Item:** Consider, Discuss and Take Appropriate Action Regarding the Renaming of Belton High School Tiger Baseball Field to Tidwell Field

**Contact Person:** Michael Morgan

**Presented for:**  Action     Report Only

**Supporting Documents:**  None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 1: Engage the community in setting direction for the future of Belton ISD.

**Background Information:**

A nomination was submitted on April 28, 2021, for the consideration to rename the Belton High School (BHS) Tiger Baseball Field to Tidwell Field after Coach David Tidwell, a 29-year coach and teacher for Belton Independent School District. During his tenure at Belton ISD, the Belton baseball program developed into a perennial district champion and playoff contender, highlighted by the 1994 4A State Championship. Coach Tidwell's success culminated into an induction into the Texas High School Baseball Coaches Hall of Fame in 2017. The Board Facilities Committee, in consideration with the Superintendent, reviewed the nomination on June 16, 2021, in accordance with the guidelines set forth in Board Policy CW(LOCAL) and determined to move the nomination forward for consideration by the full Board. A dedication ceremony will be held during a varsity baseball game during the 2022 BHS season.

**Fiscal Implications:**

Renaming costs will be funded using locally budgeted funds.

**Administrative Recommendation(s):**

Approve the renaming of BHS Tiger Baseball Field to Tidwell Field.

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**June 21, 2021**

**Item:** Consider, Discuss, and Take Appropriate Action Regarding Contract with Huckabee for Architectural Services for a New Elementary School

**Contact Person:** Michael Morgan

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

As a fast-growth district, it is anticipated that Belton ISD will grow by approximately 360 elementary students per year for the foreseeable future. It is imperative that strategies are developed to sustain quality instruction while managing new student growth. One strategy that could be implemented is the construction of new schools. The Administration will make a recommendation to move forward with the design of a new elementary school to be prepared for future growth.

A fair and reasonable agreement has been negotiated with Huckabee. A copy of the agreement is attached hereto for the Board's reference.

**Fiscal Implications:**

The proposed contract for architectural services is 6% of the total cost of the project. The design project will be paid from remaining 2017 Bond Funds.

**Administrative Recommendation(s):**

Approve the contract with Huckabee for Architectural Services for a New Elementary School as presented.



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the First day of June in the year Two Thousand Twenty-One  
*(In words, indicate day, month and year.)*

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

Belton Independent School District  
411 North Wall Street  
Belton, TX 76513

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

Huckabee & Associates, Inc.  
801 Cherry Street, Suite 500  
Fort Worth, TX 76102  
Phone: 817-377-2969

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

New Elementary School

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT’S RESPONSIBILITIES

3 SCOPE OF ARCHITECT’S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER’S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner’s program for the Project:

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

As determined by the Owner’s Board of Trustees, with the assistance of the Architect.

§ 1.1.2 The Project’s physical characteristics:

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

As determined by the Owner’s Board of Trustees, with the assistance of the Architect.

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

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

\$25,000,000

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

.1 Design phase milestone dates, if any:

Init.

Schematic Design – November 2021  
Design Development – January 2022  
Construction Documents – April 2022

**.2** Construction commencement date:

May 2022, subject to bond election

**.3** Substantial Completion date or dates:

June 25, 2023, subject to bond election

**.4** Other milestone dates:

TBD

Time is of the essence of this Agreement. Neither the inclusion nor the exclusion of any milestone dates in this section relieves the Architect of its duty to perform its duties in a timely manner.

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

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Any method allowed by law and chosen by the Owner's Board of Trustees.

*(Paragraphs deleted)*

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

*(List name, address, and other contact information.)*

Board of Trustees

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

*(List name, address, and other contact information.)*

Owner's Superintendent, and any other person that Owner may so designate

**§ 1.1.9** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

Geotechnical

Surveyor

*(Paragraphs deleted)*

Others noted in Section 4.1.1, if any

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

*(List name, address, and other contact information.)*

Mike Boyle, AIA

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services: All those necessary for the Project unless specifically identified in section 1.1.9 above, including ,but not limited to, the following:

Init.

*(Paragraphs deleted)*  
Structural Engineer

*(Paragraphs deleted)*  
Mechanical Engineer

Electrical Engineer  
Landscape Design  
Telecommunication/Data Design - CRUX  
Security Evaluation and Planning  
Roof Consultant – Hollon Cannon  
Building Envelope – Hollon Cannon

*(Paragraphs deleted)*  
Kitchen Services – Cosper & Associates

**§ 1.1.11.2** Consultants retained under Supplementary/Additional Services:

As noted in section 4.1.1

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

All Architect’s consultants, whether retained under Basic Services or under Additional Services, shall be subject to the approval of the Owner. Owner’s approval will not be unreasonably withheld, conditioned, or delayed. Owner’s approval does not relieve the Architect of any responsibility for the actions of Architect’s consultants.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may appropriately adjust, by advanced, mutual written agreement, the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation.

*(Paragraphs deleted)*

**ARTICLE 2 ARCHITECT’S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect certifies that it is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect’s license or registration status change. Architect certifies that Architect and Architect’s employees and agents are eligible to work under federal, state and local immigration laws and regulations.

**§ 2.1.1** The Architect acknowledges that the Owner may retain the services of a Program Manager, Contractor or Construction Manager. The Architect shall cooperate with the Program Manager, Contractor or Construction Manager, and the Owner, in the fulfillment of the Architect’s and Program Manager’s, Contractor’s or Construction Manager’s responsibilities under their respective agreements with the Owner.

**§ 2.2** Time is of the essence of this Agreement. The Architect shall commence services under this Agreement within five business days of its execution hereof.

**§ 2.2.1** The Architect shall draft all plans and designs, and otherwise perform all services under this Agreement, consistent with the applicable standard of care and in accordance with all legal requirements, including but not limited to, the Texas Education Code, the Texas Government Code, the rules concerning school facilities promulgated by the Texas Commissioner of Education, and the Texas Accessibility Standards, each as effective as of the date of this

Init.

Agreement. In accordance with Texas Local Government Code section 271.904(d), the Architect shall perform its services with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. In compliance with 19 Texas Administrative Code ("TAC") Section 61.1036, the Architect shall certify that he/she has reviewed the standards contained in the regulation and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the construction documents. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify" means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The representative shall be a registered professional architect licensed to practice in the state of Texas. The Architect or the Architect's designated representative shall render decisions in a timely manner pertaining to documents submitted by the Owner, the Contractor, and other authorized representatives, in order to avoid unreasonable delay in the orderly and sequential progress of the Project.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. The Architect shall maintain the following insurance for the duration of this Agreement. The following insurance shall be required of the Architect and shall be written by an insurance company having an A minus rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following.

*(Paragraph deleted)*

§ 2.5.1 Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. So long as commercially available, Architect shall maintain its insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to comprehensive general liability, and comprehensive automobile liability, and not less than ten years from the Final Completion of all construction of this Project (or twelve years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for comprehensive general liability and comprehensive automotive liability. Insurance shall be obtained from companies licensed to do business in the State of Texas by the Texas Department of Insurance. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement

1. Worker's Compensation:
  - a. State: Statutory
  - b. Applicable Federal: Statutory

Init.

- c. Employer's Liability: \$1,000,000 per Accident  
\$1,000,000 Disease, Policy Limit  
\$1,000,000 Disease, Each Employee
- 2. Comprehensive or Commercial General Liability:
  - a. Bodily Injury: \$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
  - b. Property Damage: \$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
  - c. Products and Completed Operations Coverage: \$2,000,000 Aggregate
- 3. Automobile Liability for Bodily Injury and Property Damage:
  - a. Combined Single Limit: \$2,000,000 per Accident
- 4. Architect's and Engineer's Professional Liability: \$1,000,000 per Claim  
\$2,000,000 Aggregate
- 5. Umbrella Excess Liability: \$2,000,000 per Occurrence  
\$2,000,000 Aggregate
- 6. Contract and Insurance Requirement: Hold Harmless Agreement  
Contractual Coverage  
Waiver of Subrogation  
District named as additional insured on coverage's, except as to professional liability and workers' compensation

The District shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the District, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions and established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the District, the Architect shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

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

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

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

- f. Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and
  - g. Contractually require each person with whom it contracts to perform as required by items a-g, with the certificates of coverage to be provided to the person for whom they are providing services.
- .12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is acknowledging to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
  - .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
  - .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC §110.110(i).

*(Paragraphs deleted)*

**§ 2.5.5** The Architect shall maintain all forms of insurance required by law in the State of Texas, including insurance coverage for comprehensive general liability, automobile liability, and workers' compensation, which carrier shall be licensed to provide such coverage in the State of Texas in forms and amounts not less than as required by law. The Architect shall use its best professional efforts to require that any and all Consultants engaged or employed by the Architect carry and maintain similar insurance. The Architect and his Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance on full current force and effect of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation or nonrenewal of the policies.

*(Paragraph deleted)*

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

*(Paragraph deleted)*

**§ 2.6 INDEMNITY Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ARCHITECT SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, AND THE PROGRAM MANAGERS (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF**

**ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT CAUSED BY ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE ARCHITECT, ANY OF ARCHITECT'S CONSULTANTS OR SUBCONSULTANTS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES"). IN THE EVENT OR FAILURE BY THE ARCHITECT TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING ARCHITECT OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY ARCHITECT TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY ARCHITECT, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

**ARCHITECT SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED HEREUNDER OR THE USE BY ARCHITECT, OR BY DISTRICT AT THE DIRECTION OF ARCHITECT, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY ARCHITECT AND ARCHITECT SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT.**

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

**It is understood and agreed that this section is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. Sec 130.001 to 130.005, as amended.**

**The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever. The indemnities contained herein shall remain in effect for not less than 10 years from final completion of all construction under this Agreement.**

**§ 2.7** The Architect shall review, and be responsible for compliance with laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1036, and Texas Health and Safety Code Chapter 341. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1036, and use the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect shall also certify that the Construction Documents conform to the provisions of 19 TAC Section 61.1036, except as indicated on the certification. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1036(c). Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1036, based on the educational program long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1036.

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§ 2.8 Architect shall complete the Texas Education Agency's Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the practice of architecture in the State of Texas and applicable law. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. If Owner is using instructional facilities allotment funds for the Project, which are allotted to Owner under Subchapter A of Chapter 46 of the Texas Education Code, then Architect shall consider, in the design of the Project, the security criteria developed by the Texas School Safety Center under Texas Education Code Section 37.2051. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of issuance of permit.

§ 2.9 The Architect shall incorporate sustainable design concepts into the Project design and contract documents, as directed by the Owner. All services required to demonstrate compliance with the Collaborative for High Performance Schools – Texas Design Criteria as "CHPS Designed" are a Supplemental Service, if agreed by the parties.

§ 2.10 The Architect shall, in accordance with generally accepted standards of professional care, design the Project and develop construction documents in compliance with applicable national, federal, state and local laws, including regulations, codes, ordinances, orders, rules and policies of any governmental entity having jurisdiction over the Project. Without limiting the generality of the foregoing, Architect shall comply with the School Facilities Standards set forth in 19 TAC § 61.1036 regarding Architect's seal and Engineer's seals on the drawings, specifications and other documents prepared by Architect and Architect's Consultants.

§ 2.12 When this Agreement, or the scope of the project(s) in this Agreement, requires an action by the Architect that is not considered the practice of architecture in the State of Texas, the Architect shall retain those consultants necessary to complete the required action on behalf of the Architect.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architectural services, structural, mechanical, plumbing, fire protection and electrical engineering services; architectural interior design; site feasibility design, scope of work verification for renovations of existing schools; basic cost estimating, electronic record drawings; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, and irrigation. All architectural plans, specifications or estimates shall be prepared by a registered professional architect, as required by Texas Occupations Code Chapter 1051. Any structural, mechanical, plumbing, fire protection, and electrical engineering plans, specifications or estimates must be prepared by a registered professional engineer, as required by Texas Occupations Code Chapter 1001. The Owner reserves the right, in its sole discretion, to reject the employment by Architect of any consultant for the project which the Owner has an objection. Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection.

§ 3.1.1 The Architect shall manage the Architect's services and administer the Project in accordance with this Agreement and applicable provisions of the Agreement between Owner and Contractor or between Owner and Construction Manager. The Architect shall consult with the Owner and the Owner's Contractor or Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue reports as reasonably requested by the Owner. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner, the Owner's consultants and the Contractor or Construction Manager.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall, to the extent allowed by its standard of care, be entitled to rely on the accuracy and

completeness of services and information furnished by the Owner, including, but not limited to, in accordance with 19 TAC Section 61.1036. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies in the Architect's services or documentation, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services in compliance with the Owner's Initial Information, including the detailed tasks/activities for the design phase in conformance with the overall project schedule and with dates of Architect's design services and completion of documentation required by the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall also achieve Owner's proposed dates of Substantial and Final Completion as stated in this Agreement, and within Owner's budget, once identified. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. Architect shall provide Contractor and Construction Manager at Risk all documentation reasonably requested for the preparation and periodic update of the Project schedule developed and maintained by the Contractor or Construction Manager at Risk.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work made or given without the Architect's written approval, but only if the Architect, with respect to a known directive, substitution, or acceptance as described in this section, has provided written notice to the Owner specifically identifying both (1) the directive, substitution, or non-conforming Work, and (2) an explanation of the Architect's reasons for disapproving of such direction, substitution, or acceptance of non-conforming Work.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. The Architect shall exercise usual and customary professional care in its efforts to comply with all laws, codes, and regulations in effect as of the date of execution of this Agreement.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible, with the assistance of the Owner, for preparation and timely submittal of documents required for approval or recording by all governmental agencies having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by said governmental agencies at no additional charge to the Owner. The Architect shall document all meetings and decisions made throughout the course of the Project and shall provide copies to the Owner, Contractor or Construction Manager, and the governmental entity involved.

§ 3.1.7 The Architect shall submit documents during the design process, at intervals indicated in this Agreement, for evaluation and approval by the Owner.

- .1 The Architect shall incorporate into the plans, drawings and specifications such revisions, as are necessary to satisfy the review comments from the Owner, or designated party, any of which may be appealed in writing for good cause.
- .2 The Owner shall have the right, but not the obligation, to reject any portion of the Architect's services that are deemed inadequate or incomplete. The lack of rejection by the Owner shall not constitute a defense to inadequate or incomplete design or professional services.

- .3 In giving approvals the Owner does not assume any responsibility for the design or professional services provided by the Architect, and such approval shall not constitute a defense to inadequate or incomplete design or professional services.

§ 3.1.8 The Architect shall prepare interior/exterior finish selections in the form of a color board for review and approval by the Owner.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services and the Project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project, and Architect shall review any additional information provided pursuant to Architect's request.

§ 3.2.2.1 The Architect shall visit the Owner's Project site and shall provide to Owner a preliminary evaluation of the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the preliminary evaluation, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall also address with Owner any existing easements or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

- .1 For renovation projects, the Architect shall visually determine the existing conditions of the Project site and/or facility and compare to the information provided by the Owner. The existing conditions include those areas affected by the scope of work, which are able to be viewed during a walk-through with the moving of furniture, or by limited investigation of accessible concealed conditions via coordination with and the assistance of the Owner's on-site staff, without destructive testing. This includes, but is not limited to, spaces above lay-in ceilings, crawl spaces, pipe chases and mezzanines.
- .2 For addition projects, the Architect shall visually determine the existing conditions of the Project site and/or facility and compare to the information provided by the Owner. The existing conditions include those areas affected by the scope of work, which are able to be viewed during a walk-through with the moving of furniture, or by limited investigation of accessible concealed conditions via coordination with and the assistance of the Owner's on-site staff, without destructive testing. This includes, but is not limited to, connections between new and existing buildings, and existing rooms or spaces that may need to be modified due to the placement of the addition.
- .3 For new construction projects, the Architect shall visually determine the existing conditions of the Project site and compare to the information provided by the Owner. The existing conditions include those areas affected by the scope of work which are able to be viewed during a site visit. This includes, but is not limited to, evaluation of the surrounding neighborhoods and natural features to be preserved.
- .4 For all projects, the Architect and the Architect's consultants shall, at the completion of the site visit, prepare a field report including photographs, analysis and recommendations documenting the process.
- .5 For all projects, the Architect shall conduct a scope to budget validation process and prepare a Scope-to-Budget report. The Scope-to-Budget shall include as appropriate: the validated scope of work, confirmed construction costs and updated project milestones.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner in writing and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach a written understanding with the Owner regarding the requirements of the Project.

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

§ 3.2.5 Based on the Owner's written approval of the preliminary design and validation of Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components and consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and at the Owner's direction, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. A preliminary code search, indicating the anticipated code requirements governing building, fire, life safety, accessibility, and health, and a statement as to the Architect's and Architect's Consultants' approach to accommodate these requirements shall be included.

§ 3.2.5.1 The Architect shall consider and consult with the Owner's Construction Manager, in Construction Manager—at Risk ("CMAR") projects, regarding sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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

§ 3.2.6 The Architect shall submit to the Owner a written estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval. The Architect shall not proceed to the Design Development Document Phase without the written approval of the Owner; provided, however, this approval shall not relieve the Architect of Architect's responsibility and liability. Architect shall bear full responsibility and all resulting excess costs incurred by Architect in proceeding without proper approval.

### § 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall provide a written update of the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval. Architect shall not proceed to the Construction Documents Phase without the written approval of Owner; provided, however, this

approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Owner's approval.

**§ 3.3.4 The Owner's decisions on matters relating to aesthetic effect shall be final.**

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's written approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. As required by Texas Education Agency Rule 19 TAC Section 61.1036, Architect shall perform a building code search under applicable regulations that may influence the Project. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify" means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. If any of the standards, rules, guidelines, laws, and similar items referenced in sections 3.4.2.1 through 3.4.2.4, or elsewhere in this Agreement, have been updated, repealed, or modified in any way, the Architect shall notify the Owner in writing and provide appropriate recommendations in writing.

**§ 3.4.2.1** As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 *et seq.*

**§ 3.4.2.2** All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07a<sup>1</sup>, "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International; have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e<sup>1</sup>, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061 *et seq.*

**§ 3.4.2.3** All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services, Texas Government Code - Chapter 425.

**§ 3.4.2.4** All ventilation and indoor air quality systems designed by Architect, if any, shall meet the indoor air quality voluntary guidelines established by the Texas Department of State Health Services, Texas Health and Safety Code - Chapter 385.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms that conform to legal requirements; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Architect shall not include the form of agreement between the Owner and Contractor nor any General, Supplementary, or other Conditions of the Contract in the bidding documents or the project manual for the Project without first giving the

Owner sufficient time to review the documents and receiving the Owner's written authorization to include the documents in the bidding documents for the Project.

**§ 3.4.3.2** The Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work, because of the person's membership or other relationship status with respect to any organization. Texas Education Code Section 44.0432.

**§ 3.4.4** The Architect shall provide a written opinion of the probable Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's written approval. Architect shall not proceed to the Procurement Phase without the written approval of Owner; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Owner's approval.

**§ 3.4.6** The Owner's decisions on matters relating to aesthetic effect shall be final.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

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

**§ 3.5.1.1** The Architect shall include in all requests for proposals and specifications manuals the following language:

By submitting a bid/proposal, each bidder/proposer agrees to waive any claim it has or may have against the Owner (the school district), the Engineer, the Architect, and their respective employees and offices, arising out of or in connection with the administration, evaluation, or recommendation of any bid/proposal; waiver of any requirements under the Bid/Proposal Documents; or the Contract Documents; acceptance or rejection of any bids/proposals; and award of the Contract.

By submitting a bid/proposal, each bidder/proposer agrees to exhaust its administrative remedies under District Policy or the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

#### **§ 3.5.2 Competitive Sealed Proposals or Other Delivery Methods**

**§ 3.5.2.1** Bidding or Proposal Documents shall consist of bidding requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, between the Owner and Contractor (hereinafter the Owner/Contractor Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Owner/Contractor Agreement and Modifications issued after execution of the Contract Documents.

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

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- .1 facilitating the reproduction and distribution of Bidding or Proposal Documents to prospective bidders or proposers and requesting their return upon completion of the negotiation process;
- .2 organizing and conducting a pre-bid/proposal conference for prospective bidders/proposers;
- .3 preparing responses to questions from prospective bidders/proposers and providing clarifications and interpretations of the Bidding/Proposal Documents to the prospective bidders/proposers in the form of addenda;
- .4 organizing and conducting the opening of the bids/proposals, and subsequently documenting and distributing the bidding/proposal results, as directed by the Owner;
- .6 evaluating the bids/proposals based on the approved criteria.
- .7 organizing and participating in selection interviews with prospective contractors.
- .8 participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiations results, as directed by the Owner; and
- .9 reviewing, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, and the quality of the construction within Owner's overall budget for the Project.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 The Architect shall produce "Issued For Construction" documents that include Construction Documents updated to include all revisions and modifications made to the design after the design phase, including, but not limited to, value engineering decisions, Addenda, and city-permitting revisions. These documents are to be provided for the use of the Contractor for construction. The Front page of each set of these documents is to be stamped "ISSUED FOR CONSTRUCTION."

*(Paragraphs deleted)*

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the applicable AIA Document A201™ (either 2007 or 2017, whichever is used by Owner), General Conditions of the Contract for Construction, as amended. All references in this Agreement to AIA Document A201 are references to the amended version of that document that is applicable to the Project. The Owner shall provide a copy of the A201 General Conditions to be used for the Architect's prior review. The Architect shall provide written notice of any objections to the proposed A201 General Conditions within 7 days of receipt, which written notice shall identify the specific sections of the contract that are objectionable and also include reasonable alternatives to the proposed terms. If the Owner and Contractor modify the applicable A201 General Conditions without the Architect's agreement as to the objectionable terms that the Architect identified in accordance with the preceding sentence, then the Architect shall provide the reasonable alternative services described in its written objections. The Architect acknowledges that Owner is relying on Architect to propose and provide reasonable alternatives as described in this section that will serve the Owner's best interest and adequately protect the Owner. If at any time the Architect intends to provide the reasonable alternative services referenced herein instead of the services described in the applicable A201 that is effective between the Owner and Contractor, the Architect shall, prior to providing those services, provide written notice to the Owner identifying the alternative services to be provided.

- .1 The Architect shall organize and participate in a pre-proposal conference with the Contractor or Construction Manager and major sub-contractors, prior to commencing construction activities on site. The campus representative shall be informed of the general plan for construction activities, highlighting any activities that may impact their normal operations of the school. Construction will not proceed until the campus representative has acknowledged the safety plan, construction phasing and barrier plan, staging area, etc.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible

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for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming Work, as required by this Agreement or the standard of care, shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.1.3** The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates one (1) year after Substantial Completion. The Architect shall consult with the Owner prior to issuing on the above certificate.

**§ 3.6.1.4** The Architect shall review requests by the Contractor or Construction Manager for additional information about the Contract Documents and respond appropriately in a timely manner.

**§ 3.6.1.5** If deemed appropriate by the Architect or requested by the Owner, the Architect shall reproduce and distribute supplemental drawings and specifications in response to requests for information by the Construction Manager or Contractor.

**§ 3.6.1.7** Upon request of the Owner, and prior to the expiration of six months from the date of Substantial Completion and , again, prior to the expiration of ten months from the date of Substantial Completion, the Architect shall, without additional compensation, conduct post-occupancy evaluation meetings with the Owner to review the facility operations and performance for purposes of identifying defects, warranty issues, and proposed corrections related to the Project; and advise Owner in writing regarding the need for correction of the Work.

**§ 3.6.1.8** During the year after Substantial Completion, at the request of Owner, the Architect shall visit the site and/or assist the Owner with resolution of any issues about the Project or the Work installed under this Agreement.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect's authorized representative and/or each engineer's authorized representative, shall visit the site at least once per week and at other intervals appropriate to the stage of construction, (1) to observe the progress, quantity and quality of the Work completed, (2) to reject any observed non-conforming Work, (3) to become familiar with the progress and quality of the portion of the Work completed, (4) to endeavor to guard the Owner against defects and deficiencies in the Work, (5) and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two Owner/Architect/Contractor job site meetings per month from commencement of construction through Substantial Completion will be initiated by the Architect. Attendees will include Owner's representatives, Owner's Program Manager, if appropriate, the Contractor or Construction Manager's project manager and superintendent, Architect's project representative and engineer's representatives appropriate to the stage of the work. Architect's authorized representative or appropriate engineer will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect's authorized representative or appropriate engineer will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity, the mechanical, plumbing, electrical and other critical systems of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in the development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits and observations by the Architect, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and shall promptly orally report to the Owner and Contractor (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work, which notice shall be followed by notice from the Architect in writing of defects and nonconforming Work noted and corrective actions taken or recommended. Any services by Architect made necessary due to Architect failure to discover a construction defect or nonconforming Work as required by this agreement or the standard of care shall be at no additional cost to Owner. Any services by Architect made necessary by

Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 3.6.2.2** The Architect shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Construction Documents or Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

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

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

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, as amended, the Architect shall promptly within the time frame established in AIA 201 render initial decisions, written recommendations, or interpretations on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.2.6** Nothing contained in this Agreement shall prohibit the Owner from communicating directly with its Construction Manager or Contractor.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall observe the progress of the Work, and, consistent with the standard of care, evaluate, review and certify the amounts due the Contractor and sign and issue certificates if such amounts are valid, correct and deemed due and owing, in Architect's professional opinion, within seven days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations and evaluations of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that in Architect's professional opinion and, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Construction Document and the Contract Documents and that the Architect has evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. The foregoing representations are subject (1) to an inspection and evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect in writing to Owner.

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

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

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. The Owner reserves the right to implement a project management controls system and require the Architect to perform this and other duties to satisfy the requirements of the system.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

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

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

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Owner reserves the right, but not the obligation, to provide an approved submittal log form for use by the Architect.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall timely review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents, accompanied by all supporting documentation. With prior written notice to the Owner, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

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

§ 3.6.5.2 The Architect shall maintain all records relative to changes in the Work. The Owner reserves the right, but not the obligation, to provide an approved Change Management Log Form for use by the Architect.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents, as well as a Certification of Project Compliance as described herein. The Architect shall consult with the Owner prior to issuing on the above certificate.

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

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.8.1 The Architect shall produce record drawings in reproducible hard copy and in electronic format acceptable to the Owner for the Owner's records once the project receives a building permit. The drawings shall include all revisions related to permitting, addenda, value engineering, or otherwise.

§ 3.8.3 The Owner reserves the right to apply the Collaborative of High Performance Schools – Texas Criteria (CHPS-TX) to this project and require that the Architect follow and document compliance with said criteria, including energy modeling and other studies required by TX-CHPS "Designed." Any such services shall be Supplemental Services, if agreed by the parties.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 Except where noted, the services listed below are not included in Basic Services but may be required for the Project. Items designed as "Architect, as a Basic Service" are required and shall be provided by the Architect as a Basic Service. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

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

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.22 Security evaluation and planning	Architect, as a Basic Service
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services	Architect
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Acoustical Consultant; Traffic Engineer; Environmental Graphics/Wayfinding; ADA Review and Inspection; Third-Party Energy Code Review; Visualization	Architect,
<i>(Row deleted)</i>	
§ 4.1.1.30 Other Supplemental Services	Kitchen Services Consultant – Architect, as a Basic Service Roof Consultant – Architect, as a Basic Service Building Envelope Consultant – Architect, as a Basic Service
<i>(Row deleted)</i>	

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

To be provided by Architect when obtaining pre-approval from Owner

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

To be determined by Owner with the Architect’s advice

*(Paragraph deleted)*

**§ 4.2 Architect’s Additional Services**

Upon written agreement with the Owner, the Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to the compensation and schedule adjustment specified in the written agreement authorizing the Additional Services.

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

- .1 Services necessitated by a substantial change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method, except when said changes are due to Architect’s or Architect’s consultants’ errors or omissions;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Construction Documents necessitated by official interpretations of applicable codes, laws or regulations after the building permit has been issued;

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*(Paragraphs deleted)*

- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

*(Paragraphs deleted)*

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services, provided that, when the limits below are reached, the Architect shall notify the Owner and obtain Owner's written agreement to proceed and any added costs related thereto:

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

*(Paragraphs deleted)*

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements, but only to the extent required by 19 Texas Administrative Code Section 61.1036. The Owner hereby refers Architect to any applicable authority to obtain building code and requirements.

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

§ 5.3 The Owner, by legal and formal action of its governing body, acting as a body corporate, may identify a representative, other than Owner's governing body, authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. In no event may the Owner's Designated Representative exceed the authority granted to him/her under District Policy and state law. It is understood that the Owner's Designated Representative does not have the authority to make any changes to the scope, budget, or cost of the Work, and that only the Owner's Board of Trustees, acting as a body corporate, can make such changes.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

*(Paragraphs deleted)*

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

§ 5.9 Except as otherwise provided in the Contract Documents, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

*(Paragraph deleted)*

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project that Owner reasonably believes is not known to the Architect or its representatives on the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Any failure to provide notice required by this section does not absolve Architect of any responsibility for any such fault, defect, error, omission, or inconsistency. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

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

§ 5.13 Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the applicable General Conditions of the Contract for Construction.

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

*(Paragraph deleted)*

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include, without limitation, contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed by Architect. For purposes of the Architect's compensation, the Cost of the Work shall also include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

§ 6.1.1 In CMAR projects the Architect shall provide information to the Construction Manager that is reasonably necessary for the Construction Manager to prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques combined with information provided by the Construction Manager. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall provide additional information reasonably requested by the Construction Manager in updating and refining the preliminary estimate of the Cost of Work. The Architect shall cooperate with the Owner and its Construction Manager in developing and designing the Project that satisfies the Owner's budgetary constraints. If the preliminary estimate of the construction costs or any revised estimates exceed the amount budgeted the Architect shall not proceed without the Owner's approval.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project at Owner's discretion. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. If Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget.

§ 6.3 As part of the Schematic Design Phase services, the Architect shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design progresses through the end of the Design Development Phase, the Architect shall update and refine the preliminary estimate of the Cost of the Work to a level appropriate to the development of the design.

- .1 The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner, and with the Construction Manager at Risk in CMAR projects, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities.
- .2 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project with the prior written consent of the Owner; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

*(Paragraph deleted)*

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

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

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

.6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic, and quality needs.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 or Section 6.6.6, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

*(Paragraphs deleted)*

§ 7.3. The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

Owner. The Owner's privilege to use said Construction Documents extends to their use with and by other architects on Owner's projects only.

## ARTICLE 8 CLAIMS AND DISPUTES

*(Paragraphs deleted)*

### § 8.1.2 Contractual Adjudication Procedure for all Claims and Disputes by Architect

- .1 The requirements of this section 8.1.2 shall constitute an independent "contractual adjudication procedure" as that term is used in Texas Local Government Code Chapter 271 Subchapter I.
- .2 **Pre-Litigation Grievance and Mediation.** Any claim, dispute or other matter in question that Architect has against Owner shall be subject to full exhaustion of the grievance procedure found in Owner's GF (LOCAL) policy and non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by Architect. In the case of any such claim, dispute, or other matter, by the Architect against the Owner, including, but not limited to, any claim that the Owner has breached a contract, the Architect may not file a lawsuit or demand mediation until the complaint procedure found in Owner's GF (LOCAL) policy has been fully exhausted regarding the contested matter. A copy of this policy is attached hereto and incorporated herein as Exhibit A. The Architect's failure to timely file a grievance under policy GF (LOCAL), meet any requirement of this Article 8, or otherwise fully exhaust policy GF (LOCAL) in accordance with the policy's requirements is a failure to adhere to contractual adjudication procedures, a failure to exhaust remedies, a failure to fulfill conditions precedent, constitutes waiver, and is a bar to suit against the Owner.
  - a. The timelines under Policy GF (LOCAL) are amended for purposes of this Agreement as follows: Architect's complaint must be reduced to writing and filed within ninety (90) calendar days of the date the Architect first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint. If the Architect fails to meet this timeline, the Architect will have failed to exhaust this remedy, will have failed to adhere to this contractual adjudication procedure, will have failed to fulfill conditions precedent to suit, will have waived the complaint, and will be barred from suing the Owner.
  - b. Architect agrees that, in order to fully exhaust its remedies under policy GF (LOCAL) and otherwise comply with this section 8.1.2, Architect must identify and articulate in writing the specific factual and legal basis for its claims. Any basis that is not identified and articulated by the Architect as part of its complaint under GF (LOCAL) is waived by the Architect and may not be asserted in any subsequent proceeding against the Owner.
  - c. The following are each an independent condition precedent to the institution of civil proceedings by the Architect against the Owner concerning the contested matter: 1) full exhaustion of claims through Owner's GF (LOCAL) policy as described herein, 2) a written demand by the Architect for mediation, and 3) good faith and full participation in the mediation process.
  - d. Following the full exhaustion of claims through Owner's GF (LOCAL) procedure, and upon receipt by Owner of Architect's written demand for mediation, Owner may, at its option, either proceed with non-binding mediation of the dispute, or provide written notice to Architect of Owner's decision to waive its right to compel such mediation. Owner's voluntary participation in any mediation or any other settlement discussions shall not be construed as a waiver of any failure by Architect to exhaust remedies, follow contractual adjudication procedures, or otherwise comply with this Agreement. If the parties participate in mediation, the parties shall share the mediator's fee and any filing fees equally.

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

*(Paragraphs deleted)*

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Article 8, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Exclusive venue for any action arising out of this Agreement or the Project is in county in which Owner's administrative offices are located.

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

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination if not cured after ten (10) days' written notice to Owner of the delinquency. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written, in accordance with Texas Government Code Section 2251.051 *et seq.* As a prerequisite to any termination or suspension under this section 9.1, the Architect must first fully exhaust the complaint process described in section 8.1 above.

§ 9.2 If the Owner suspends the Project for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension.

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on (7) seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses then due, and not other amount. In determining the compensation due to the Architect under this section, the schedule in section 11.5 below shall be used to determine the appropriate compensation based on services completed.

*(Paragraphs deleted)*

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

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by and enforced under the laws of Texas, excluding that jurisdiction's choice of law rules. Mandatory and exclusive venue for any legal or mediation proceedings brought under or pertaining to this Agreement shall be in the county where Owner's administrative office is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction that is applicable to the agreement for construction entered into between the Owner and a contractor or construction manager. The Architect acknowledges that the document referenced in this section 10.2 will not be the standard form of the AIA Document A201—2017, but will be an amended version of that document.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. There are no third-party beneficiaries to this Agreement. The parties do not intend that any non-party have any right to enforce any part of this Agreement.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the toxic materials or substances were brought to the Project pursuant to the terms of Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances that pose an immediate danger on the Project Site, the Architect shall immediately report the presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. Nothing in this section or this Agreement shall be construed as requiring Owner to keep information confidential when the disclosure of such information is required by the Texas Open Meetings Act (Texas Government Code Chapter 551) or the Texas Public Information Act (Texas Government Code Chapter 552).

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

Init.

*(Paragraph deleted)*

**§ 10.9 Any right to recovery of attorney's fees available under Texas Local Government Code Chapter 271, Subchapter I, is hereby waived.**

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

**§ 10.11 CONFLICTS IN DOCUMENTS** To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

**§ 10.12 CHILD SUPPORT BY SIGNING THIS AGREEMENT, THE UNDERSIGNED CERTIFIES AS FOLLOWS:** UNDER SECTION 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

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

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

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

**§ 10.16 CRIMINAL HISTORY RECORD CHECKS**

**§ 10.16.1** Architect shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees", as defined below. If Architect is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Architect will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Architect will provide written certification to the District that Architect has complied with the statutory requirements as of that date. Upon request by Owner, Architect will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history recommended information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

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

covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

**§ 10.16.3** For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

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

**§ 10.18 COMPLAINTS** The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-8900, or on the web at [www.tbae.state.tx.us](http://www.tbae.state.tx.us).

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

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)
- .2 Percentage Basis  
(Insert percentage value)

Six Percent (6) % of the Cost of the Work, as calculated in accordance with Section 11.5

- .3 Other  
(Describe the method of compensation)

n/a

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Architect must secure Owner's pre-approval in writing of both the services to be provided and the cost prior to performing any Supplemental Services.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Architect must secure Owner's pre-approval in writing of both the services to be provided and the cost prior to performing any Additional Services.

*(Paragraphs deleted)*

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

Schematic Design Phase	thirty	percent (	30	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	twenty-five	percent (	25	%)
Procurement Phase	five	percent (	5	%)
Construction Phase (no less than 3% of the Architect's fee is attributable to Basic Services that occur after Substantial Completion)	twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

*(Paragraph deleted)*

**§ 11.6.1** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent written estimate of the Cost of the Work for such portions of the Project, provided that such estimate is within the Owner's approved budget.

*(Table deleted)*

*(Paragraphs deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

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

1. Transportation and authorized out-of-town travel and subsistence if approved by Owner in advance;
2. Permitting and other fees required by authorities having jurisdiction over the Project;
3. Printing, reproduction, plots, standard form documents;
  - a. Project Development
    - i. Design Presentation to the Board of Trustees
    - ii. Schematic Design Book
    - iii. Staff Review Documents if required and approved by Owner in advance

- b. Construction Documents
  - i. Staff Review Documents if required and approved by Owner in advance
  - ii. Document reproduction for electronic media
  - iii. Drawing & Project Manuals, Addenda, Jurisdictional Authority Review Comment Printing
- c. Construction Phase
  - i. Document printing as required and approved by Owner in advance
  - ii. Close Out Documents – Manuals and CDs if required and approved by Owner in advance

4. Postage and Handling and delivery of Construction Documents other than those required to be provided by Architect under this agreement;

5. Renderings, physical models, mock-ups, professional photography, and presentation materials requested and approved by the Owner or required for this Project;

6. All taxes levied on professional services and on reimbursable expenses;

7. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and

8. Other similar Project-related expenditures, when approved by the Owner prior to its occurrence.

The Architect shall be solely responsible for the auditing of all Reimbursable Expenses, prior to submitting to Owner for reimbursement, and shall be responsible for the accuracy thereof. Any overpayment by the Owner for errors in submittals for reimbursement shall be deducted from the Architect’s subsequent payment for services.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the actual, reasonable expenses incurred by the Architect plus five percent (5%) of the expense incurred. The Architect shall present Reimbursable Expenses, including supporting documentation, for payment with its regular invoices, and must request payment within thirty days of incurring such expenses. The Architect waives any claim for Reimbursable Expenses not presented in accordance with this section 6.2.2.

*(Paragraphs deleted)*

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE**

The parties agree that Architect’s compensation for Basic Services includes all licensing fee for the Owner’s use of the Construction Documents, including use after termination of this Agreement.

**§ 11.10 Payments to the Architect**

*(Paragraphs deleted)*

**§ 11.10.2 Progress Payments**

*(Paragraphs deleted)*

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 45 days of presentation of the Architect’s invoice, subject to the terms of this Agreement. Without limiting Owner’s rights under this Agreement, Owner’s payment of any amount to Architect does not constitute a waiver of any claims arising out of or related to the services for which payment is being sought.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services, if any, performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

*(Include other terms and conditions applicable to this Agreement.)*

§ 12.2 Architect acknowledges that the Owner utilizes one or more software programs and other procedures and processes to organize and administer its construction projects and that the Owner relies on the Architect's full cooperation and assistance in using the same. Architect agrees that it will fully comply with all of the Owner's requests regarding the use of such software, procedures, and processes, including, but not limited to, transmission and storage of data, documents, and other information. Specifically, and without limiting the foregoing, the Architect agrees to fully cooperate with the Owner's requests regarding the use of the "E-Builder" software system, or any other system or process that the Owner may thereafter, in its sole discretion, choose to implement.

§ 12.3 Architect agrees to comply with the requirements of Texas Education Code 22.0834 and 22.08341, and Texas Administrative Code regulation adopted thereunder (the "Background Laws"). Architect agrees that all Architect employees, agents, or representatives who enter upon Owner's property shall be treated as though they are subject to the requirements of the Background Laws. Architect further agrees that Owner may direct that Architect obtain background checks, fingerprinting, badging, and related services through a specific vendor, at the Architect's sole cost, and that the Architect will comply with said directive.

§ 12.4 In accordance with Texas Government Code section 2271.002, Architect verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

§ 12.5 The parties agree that the only amounts that can ever be due and owing under this Agreement from the Owner to the Architect are amounts for compensation for services actually performed in accordance with the terms of this Agreement, calculated in accordance with the terms of this Agreement, and further subject to any claim or right that the Owner may have to offset or otherwise reduce any such amounts.

**§ 12.6 The Architect shall ensure that its services related to the Project comply with 19 Texas Administrative Code §61.1033 et seq. School Facilities Standards.**

The Texas Board of Architectural Examiners has jurisdiction over complains regarding the professional practices of person registered as Architects in Texas."

Texas Board of Architectural Examiners  
P.O. Box 12337  
Austin, TX 78711-2337  
(512) 305-9000  
(512) 305-8900

### § 12.7 Contracting Information

§ 12.7.1 This section 12.7 applies only if, per Texas Government Code §552.371(a), (1) the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or (2) the Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owner in a fiscal year of the Owner.

§ 12.7.2 Pursuant to Texas Government Code §552.372, the Architect must:

- (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract;
- (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and
- (3) on completion of the contract, either:
  - (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or
  - (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

§ 12.7.3 The Architect shall comply with the requirements of Subchapter J, Chapter 552, Government Code and the Architect agrees that this Agreement can be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter.

§ 12.7.4 "Contracting information" is defined by Texas Government Code §552.003(7) and means the following

Init.

information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

- (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
- (B) solicitation or bid documents relating to a contract with a governmental body;
- (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
- (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
- (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

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

*(Paragraphs deleted)*

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

- [ X ] Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

*(Paragraphs deleted)*

Exhibit A – Owner’s GF (LOCAL) policy

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

# Additions and Deletions Report for AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:50:18 ET on 06/17/2021.

## PAGE 1

**AGREEMENT** made as of the First day of June in the year Two Thousand Twenty-One

...

Belton Independent School District  
411 North Wall Street  
Belton, TX 76513

...

Huckabee & Associates, Inc.  
801 Cherry Street, Suite 500  
Fort Worth, TX 76102  
Phone: 817-377-2969

...

New Elementary School

## PAGE 2

As determined by the Owner's Board of Trustees, with the assistance of the Architect.

...

As determined by the Owner's Board of Trustees, with the assistance of the Architect.

...

\$25,000,000

## PAGE 3

Schematic Design – November 2021  
Design Development – January 2022  
Construction Documents – April 2022

...

May 2022, subject to bond election

...

June 25, 2023, subject to bond election

...

TBD

Time is of the essence of this Agreement. Neither the inclusion nor the exclusion of any milestone dates in this section relieves the Architect of its duty to perform its duties in a timely manner.

...

Any method allowed by law and chosen by the Owner's Board of Trustees.

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

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

...

Board of Trustees

...

Owner's Superintendent, and any other person that Owner may so designate

...

.1 — Geotechnical Engineer:  
Surveyor

.2 — Civil Engineer:

.3 — Other, if any:  
— (List any other consultants and contractors retained by the Owner.)

Others noted in Section 4.1.1, if any

...

Mike Boyle, AIA

...

§ 1.1.11.1 Consultants retained under Basic Services: All those necessary for the Project unless specifically identified in section 1.1.9 above, including ,but not limited to, the following:

~~.1 Structural Engineer:~~

Structural Engineer

~~.2 Mechanical Engineer:~~ Mechanical Engineer

Electrical Engineer

Landscape Design

Telecommunication/Data Design - CRUX

Security Evaluation and Planning

Roof Consultant – Hollon Cannon

Building Envelope – Hollon Cannon

~~.3 Electrical Engineer:~~

Kitchen Services – Cosper & Associates

§ 1.1.11.2 Consultants retained under ~~Supplemental~~-Supplementary/Additional Services:

As noted in section 4.1.1

**PAGE 4**

All Architect’s consultants, whether retained under Basic Services or under Additional Services, shall be subject to the approval of the Owner. Owner’s approval will not be unreasonably withheld, conditioned, or delayed. Owner’s approval does not relieve the Architect of any responsibility for the actions of Architect’s consultants.

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

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

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect certifies that it is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's license or registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations.

§ 2.1.1 The Architect acknowledges that the Owner may retain the services of a Program Manager, Contractor or Construction Manager. The Architect shall cooperate with the Program Manager, Contractor or Construction Manager, and the Owner, in the fulfillment of the Architect's and Program Manager's, Contractor's or Construction Manager's responsibilities under their respective agreements with the Owner.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Time is of the essence of this Agreement. The Architect shall commence services under this Agreement within five business days of its execution hereof.

§ 2.2.1 The Architect shall draft all plans and designs, and otherwise perform all services under this Agreement, consistent with the applicable standard of care and in accordance with all legal requirements, including but not limited to, the Texas Education Code, the Texas Government Code, the rules concerning school facilities promulgated by the Texas Commissioner of Education, and the Texas Accessibility Standards, each as effective as of the date of this Agreement. In accordance with Texas Local Government Code section 271.904(d), the Architect shall perform its services with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. In compliance with 19 Texas Administrative Code ("TAC") Section 61.1036, the Architect shall certify that he/she has reviewed the standards contained in the regulation and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the construction documents. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify" means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The representative shall be a registered professional architect licensed to practice in the state of Texas. The Architect or the Architect's designated representative shall render decisions in a timely manner pertaining to documents submitted by the Owner, the Contractor, and other authorized representatives, in order to avoid unreasonable delay in the orderly and sequential progress of the Project.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. The Architect shall maintain the following insurance for the duration of this Agreement. The following insurance shall be required of the Architect and shall be written by an insurance

company having an A minus rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following.

**§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.**

**§ 2.5.1** Prior to performing Architect's services under this Agreement, Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on a claims-made basis, if occurrence basis insurance is not available. So long as commercially available, Architect shall maintain its insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to comprehensive general liability, and comprehensive automobile liability, and not less than ten years from the Final Completion of all construction of this Project (or twelve years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for comprehensive general liability and comprehensive automotive liability. Insurance shall be obtained from companies licensed to do business in the State of Texas by the Texas Department of Insurance. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Architect is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, then Architect shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement

1.	Worker's Compensation:	
	a. State:	Statutory
	b. Applicable Federal:	Statutory
	c. Employer's Liability:	\$1,000,000 per Accident
		\$1,000,000 Disease, Policy Limit
		\$1,000,000 Disease, Each Employee
2.	Comprehensive or Commercial General Liability:	
	a. Bodily Injury:	\$1,000,000 Each Occurrence
		\$2,000,000 Aggregate
	b. Property Damage:	\$1,000,000 Each Occurrence
		\$2,000,000 Aggregate
	c. Products and Completed Operations Coverage:	\$2,000,000 Aggregate
3.	Automobile Liability for Bodily Injury and Property Damage:	
	a. Combined Single Limit:	\$2,000,000 per Accident
4.	Architect's and Engineer's Professional Liability:	\$1,000,000 per Claim
		\$2,000,000 Aggregate
5.	Umbrella Excess Liability:	\$2,000,000 per Occurrence
		\$2,000,000 Aggregate
6.	Contract and Insurance Requirement:	Hold Harmless Agreement
		Contractual Coverage
		Waiver of Subrogation
		District named as additional insured on coverage's, except as to professional liability and workers' compensation

The District shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the District, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions and

established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the District, the Architect shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

- .1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Services on the Project have been completed and accepted by the Owner.
- .2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect, and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.
- .3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project to the extent performed by the Architect or its consultants. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.
- .5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:
  - a. A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - b. No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- .9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

- .10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:
- a. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
  - b. Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
  - c. Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - d. Obtain from each other person with whom it contracts, and provide to the Architect:
    - 1) A certificate of coverage, prior to the other person beginning work on the Project; and
    - 2) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - e. Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
  - f. Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and
  - g. Contractually require each person with whom it contracts to perform as required by items a-g, with the certificates of coverage to be provided to the person for whom they are providing services.
- .12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is acknowledging to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC §110.110(i).

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under

Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4 Workers' Compensation at statutory limits.**

**§ 2.5.5 Employers' Liability with policy limits not less than —(\$ —) each accident, —(\$ —) each employee, and —(\$ —) policy limit.** The Architect shall maintain all forms of insurance required by law in the State of Texas, including insurance coverage for comprehensive general liability, automobile liability, and workers' compensation, which carrier shall be licensed to provide such coverage in the State of Texas in forms and amounts not less than as required by law. The Architect shall use its best professional efforts to require that any and all Consultants engaged or employed by the Architect carry and maintain similar insurance. The Architect and his Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance on full current force and effect of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation or nonrenewal of the policies.

**§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate.**

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

**§ 2.6 INDEMNITY Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ARCHITECT SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE OWNER, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, AND THE PROGRAM MANAGERS (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT CAUSED BY ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE ARCHITECT, ANY OF ARCHITECT'S CONSULTANTS OR SUBCONSULTANTS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES"). IN THE EVENT OR FAILURE BY THE ARCHITECT TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING ARCHITECT OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY ARCHITECT TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY ARCHITECT, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

**ARCHITECT SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED HEREUNDER OR THE USE BY ARCHITECT, OR BY DISTRICT AT THE DIRECTION OF ARCHITECT, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY ARCHITECT AND ARCHITECT SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT.**

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

**It is understood and agreed that this section is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. Sec 130.001 to 130.005, as amended.**

**The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever. The indemnities contained herein shall remain in effect for not less than 10 years from final completion of all construction under this Agreement.**

**§ 2.7** The Architect shall review, and be responsible for compliance with laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1036, and Texas Health and Safety Code Chapter 341. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1036, and use the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect shall also certify that the Construction Documents conform to the provisions of 19 TAC Section 61.1036, except as indicated on the certification. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1036(c). Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1036, based on the educational program long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1036.

**§ 2.8** Architect shall complete the Texas Education Agency's Certification of Project Compliance. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with the practice of architecture in the State of Texas and applicable law. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. If Owner is using instructional facilities allotment funds for the Project, which are allotted to Owner under Subchapter A of Chapter 46 of the Texas Education Code, then Architect shall consider, in the design of the Project, the security criteria developed by the Texas School Safety Center under Texas Education Code Section 37.2051. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of issuance of permit.

**§ 2.9** The Architect shall incorporate sustainable design concepts into the Project design and contract documents, as directed by the Owner. All services required to demonstrate compliance with the Collaborative for High Performance Schools – Texas Design Criteria as "CHPS Designed" are a Supplemental Service, if agreed by the parties.

§ 2.10 The Architect shall, in accordance with generally accepted standards of professional care, design the Project and develop construction documents in compliance with applicable national, federal, state and local laws, including regulations, codes, ordinances, orders, rules and policies of any governmental entity having jurisdiction over the Project. Without limiting the generality of the foregoing, Architect shall comply with the School Facilities Standards set forth in 19 TAC § 61.1036 regarding Architect's seal and Engineer's seals on the drawings, specifications and other documents prepared by Architect and Architect's Consultants.

§ 2.12 When this Agreement, or the scope of the project(s) in this Agreement, requires an action by the Architect that is not considered the practice of architecture in the State of Texas, the Architect shall retain those consultants necessary to complete the required action on behalf of the Architect.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services: architectural services, structural, mechanical, plumbing, fire protection and electrical engineering services; architectural interior design; site feasibility design, scope of work verification for renovations of existing schools; basic cost estimating, electronic record drawings; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, and irrigation. All architectural plans, specifications or estimates shall be prepared by a registered professional architect, as required by Texas Occupations Code Chapter 1051. Any structural, mechanical, plumbing, fire protection, and electrical engineering plans, specifications or estimates must be prepared by a registered professional engineer, as required by Texas Occupations Code Chapter 1001. The Owner reserves the right, in its sole discretion, to reject the employment by Architect of any consultant for the project which the Owner has an objection. Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection.

§ 3.1.1 The Architect shall manage the Architect's services, services and administer the Project in accordance with this Agreement and applicable provisions of the Agreement between Owner and Contractor or between Owner and Construction Manager. The Architect shall consult with the Owner and the Owner's Contractor or Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner team and issue reports as reasonably requested by the Owner. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner, the Owner's consultants and the Contractor or Construction Manager.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, shall, to the extent allowed by its standard of care, be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. Owner, including, but not limited to, in accordance with 19 TAC Section 61.1036. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, omission or inconsistency in such services or information. Architect shall also promptly respond in writing to notices from Owner regarding Owner's discovery of errors, omissions, or inconsistencies in the Architect's services or documentation, and, if requested, shall promptly meet with Owner regarding same. Owner's notice or lack of notice shall not relieve Architect of any responsibility or liability for performance of Architect's contracted services.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services, services in compliance with the Owner's Initial Information, including the detailed tasks/activities for the design phase in conformance with the overall project schedule and with dates of Architect's design services and completion of documentation required by the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall also achieve Owner's proposed dates of Substantial and Final Completion as stated in this Agreement, and within Owner's budget, once identified. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's prior written approval, the Architect shall adjust the

schedule, if necessary, as the Project proceeds until the commencement of construction. Architect shall provide Contractor and Construction Manager at Risk all documentation reasonably requested for the preparation and periodic update of the Project schedule developed and maintained by the Contractor or Construction Manager at Risk.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming ~~Work~~-Work made or given without the Architect's ~~written approval~~-written approval, but only if the Architect, with respect to a known directive, substitution, or acceptance as described in this section, has provided written notice to the Owner specifically identifying both (1) the directive, substitution, or non-conforming Work, and (2) an explanation of the Architect's reasons for disapproving of such direction, substitution, or acceptance of non-conforming Work.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. The Architect shall exercise usual and customary professional care in its efforts to comply with all laws, codes, and regulations in effect as of the date of execution of this Agreement.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible, with the assistance of the Owner, for preparation and timely submittal of documents required for approval or recording by all governmental agencies having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by said governmental agencies at no additional charge to the Owner. The Architect shall document all meetings and decisions made throughout the course of the Project and shall provide copies to the Owner, Contractor or Construction Manager, and the governmental entity involved.

§ 3.1.7 The Architect shall submit documents during the design process, at intervals indicated in this Agreement, for evaluation and approval by the Owner.

- .1 The Architect shall incorporate into the plans, drawings and specifications such revisions, as are necessary to satisfy the review comments from the Owner, or designated party, any of which may be appealed in writing for good cause.
- .2 The Owner shall have the right, but not the obligation, to reject any portion of the Architect's services that are deemed inadequate or incomplete. The lack of rejection by the Owner shall not constitute a defense to inadequate or incomplete design or professional services.
- .3 In giving approvals the Owner does not assume any responsibility for the design or professional services provided by the Architect, and such approval shall not constitute a defense to inadequate or incomplete design or professional services.

§ 3.1.8 The Architect shall prepare interior/exterior finish selections in the form of a color board for review and approval by the Owner.

PAGE 12

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's ~~services~~-services and the Project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the ~~Project~~-Project, and Architect shall review any additional information provided pursuant to Architect's request.

§ 3.2.2.1 The Architect shall visit the Owner's Project site and shall provide to Owner a preliminary evaluation of the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the preliminary evaluation, an identification and evaluation of

the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall also address with Owner any existing easements or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

- .1 For renovation projects, the Architect shall visually determine the existing conditions of the Project site and/or facility and compare to the information provided by the Owner. The existing conditions include those areas affected by the scope of work, which are able to be viewed during a walk-through with the moving of furniture, or by limited investigation of accessible concealed conditions via coordination with and the assistance of the Owner's on-site staff, without destructive testing. This includes, but is not limited to, spaces above lay-in ceilings, crawl spaces, pipe chases and mezzanines.
- .2 For addition projects, the Architect shall visually determine the existing conditions of the Project site and/or facility and compare to the information provided by the Owner. The existing conditions include those areas affected by the scope of work, which are able to be viewed during a walk-through with the moving of furniture, or by limited investigation of accessible concealed conditions via coordination with and the assistance of the Owner's on-site staff, without destructive testing. This includes, but is not limited to, connections between new and existing buildings, and existing rooms or spaces that may need to be modified due to the placement of the addition.
- .3 For new construction projects, the Architect shall visually determine the existing conditions of the Project site and compare to the information provided by the Owner. The existing conditions include those areas affected by the scope of work which are able to be viewed during a site visit. This includes, but is not limited to, evaluation of the surrounding neighborhoods and natural features to be preserved.
- .4 For all projects, the Architect and the Architect's consultants shall, at the completion of the site visit, prepare a field report including photographs, analysis and recommendations documenting the process.
- .5 For all projects, the Architect shall conduct a scope to budget validation process and prepare a Scope-to-Budget report. The Scope-to-Budget shall include as appropriate: the validated scope of work, confirmed construction costs and updated project milestones.

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, written approval of the preliminary design and validation of Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components and consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and at the Owner's direction, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. A preliminary code search, indicating the anticipated code requirements governing building, fire, life safety, accessibility, and health, and a statement as to the Architect's and Architect's Consultants' approach to accommodate these requirements shall be included.

§ 3.2.5.1 The Architect shall consider and consult with the Owner's Construction Manager, in Construction Manager—at Risk ("CMAR") projects, regarding sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

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

§ 3.2.6 The Architect shall submit to the Owner ~~an~~ a written estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval. The Architect shall not proceed to the Design Development Document Phase without the written approval of the Owner; provided, however, this approval shall not relieve the Architect of Architect's responsibility and liability. Architect shall bear full responsibility and all resulting excess costs incurred by Architect in proceeding without proper approval.

**PAGE 13**

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

§ 3.3.2 The Architect shall provide a written update of the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

**§ 3.3.4 The Owner's decisions on matters relating to aesthetic effect shall be final.**

**PAGE 14**

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. As required by Texas Education Agency Rule 19 TAC Section 61.1036, Architect shall perform a building code search under applicable regulations that may influence the Project. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify" means that the Architect has reviewed the standards contained in Texas Education Agency

rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. If any of the standards, rules, guidelines, laws, and similar items referenced in sections 3.4.2.1 through 3.4.2.4, or elsewhere in this Agreement, have been updated, repealed, or modified in any way, the Architect shall notify the Owner in writing and provide appropriate recommendations in writing.

§ 3.4.2.1 As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 et seq.

§ 3.4.2.2 All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1, "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International; have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061 et seq.

§ 3.4.2.3 All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services, Texas Government Code - Chapter 425.

§ 3.4.2.4 All ventilation and indoor air quality systems designed by Architect, if any, shall meet the indoor air quality voluntary guidelines established by the Texas Department of State Health Services, Texas Health and Safety Code - Chapter 385.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; forms that conform to legal requirements; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. The Architect shall not include the form of agreement between the Owner and Contractor nor any General, Supplementary, or other Conditions of the Contract in the bidding documents or the project manual for the Project without first giving the Owner sufficient time to review the documents and receiving the Owner's written authorization to include the documents in the bidding documents for the Project.

§ 3.4.3.2 The Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work, because of the person's membership or other relationship status with respect to any organization. Texas Education Code Section 44.0432.

§ 3.4.4 The Architect shall update the estimate for the provide a written opinion of the probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's written approval. Architect shall not proceed to the Procurement Phase without the written approval of Owner; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without Owner's approval.

§ 3.4.6 The Owner's decisions on matters relating to aesthetic effect shall be final.

**PAGE 15**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's written approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or

proposal, if any; and, (4) awarding and preparing contracts for construction. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers, which may reasonably present a potential conflict of interest. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that the Supplementary or other Conditions of the Contract created for the project, if any, shall not contradict the provisions of Owner's approved construction contracts except with Owner's prior written consent.

**§ 3.5.1.1** The Architect shall include in all requests for proposals and specifications manuals the following language:

By submitting a bid/proposal, each bidder/proposer agrees to waive any claim it has or may have against the Owner (the school district), the Engineer, the Architect, and their respective employees and offices, arising out of or in connection with the administration, evaluation, or recommendation of any bid/proposal; waiver of any requirements under the Bid/Proposal Documents; or the Contract Documents; acceptance or rejection of any bids/proposals; and award of the Contract.

By submitting a bid/proposal, each bidder/proposer agrees to exhaust its administrative remedies under District Policy or the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

**§ 3.5.2 Competitive Bidding Sealed Proposals or Other Delivery Methods**

**§ 3.5.2.1** Bidding or Proposal Documents shall consist of bidding requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, between the Owner and Contractor (hereinafter the Owner/Contractor Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Owner/Contractor Agreement and Modifications issued after execution of the Contract Documents.

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders; reproduction and distribution of Bidding or Proposal Documents to prospective bidders or proposers and requesting their return upon completion of the negotiation process;
- .2 organizing and conducting a pre-bid-pre-bid/proposal conference for prospective bidders;bidders/proposers;
- .3 preparing responses to questions from prospective bidders-bidders/proposers and providing clarifications and interpretations of the Bidding-Bidding/Proposal Documents to the prospective bidders-bidders/proposers in the form of addenda; and;
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.bids/proposals, and subsequently documenting and distributing the bidding/proposal results, as directed by the Owner;
- .6 evaluating the bids/proposals based on the approved criteria.
- .7 organizing and participating in selection interviews with prospective contractors.
- .8 participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiations results, as directed by the Owner; and
- .9 reviewing, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, and the quality of the construction within Owner's overall budget for the Project.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**The Architect shall produce "Issued For Construction" documents that include

Construction Documents updated to include all revisions and modifications made to the design after the design phase, including, but not limited to, value engineering decisions, Addenda, and city-permitting revisions. These documents are to be provided for the use of the Contractor for construction. The Front page of each set of these documents is to be stamped "ISSUED FOR CONSTRUCTION."

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors;
- .3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## PAGE 16

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™ 2017, the applicable AIA Document A201™ (either 2007 or 2017, whichever is used by Owner), General Conditions of the Contract for Construction, as amended. All references in this Agreement to AIA Document A201 are references to the amended version of that document that is applicable to the Project. The Owner shall provide a copy of the A201 General Conditions to be used for the Architect's prior review. The Architect shall provide written notice of any objections to the proposed A201 General Conditions within 7 days of receipt, which written notice shall identify the specific sections of the contract that are objectionable and also include reasonable alternatives to the proposed terms. If the Owner and Contractor modify AIA Document A201 2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement, the applicable A201 General Conditions without the Architect's agreement as to the objectionable terms that the Architect identified in accordance with the preceding sentence, then the Architect shall provide the reasonable alternative services described in its written objections. The Architect acknowledges that Owner is relying on Architect to propose and provide reasonable alternatives as described in this section that will serve the Owner's best interest and adequately protect the Owner. If at any time the Architect intends to provide the reasonable alternative services referenced herein instead of the services described in the applicable A201 that is effective between the Owner and Contractor, the Architect shall, prior to providing those services, provide written notice to the Owner identifying the alternative services to be provided.

- .1 The Architect shall organize and participate in a pre-proposal conference with the Contractor or Construction Manager and major sub-contractors, prior to commencing construction activities on site. The campus representative shall be informed of the general plan for construction activities, highlighting any activities that may impact their normal operations of the school. Construction will not proceed until the campus representative has acknowledged the safety plan, construction phasing and barrier plan, staging area, etc.

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

Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment one (1) year after Substantial Completion. The Architect shall consult with the Owner prior to issuing on the above certificate.

§ 3.6.1.4 The Architect shall review requests by the Contractor or Construction Manager for additional information about the Contract Documents and respond appropriately in a timely manner.

§ 3.6.1.5 If deemed appropriate by the Architect or requested by the Owner, the Architect shall reproduce and distribute supplemental drawings and specifications in response to requests for information by the Construction Manager or Contractor.

§ 3.6.1.7 Upon request of the Owner, and prior to the expiration of six months from the date of Substantial Completion and, again, prior to the expiration of ten months from the date of Substantial Completion, the Architect shall, without additional compensation, conduct post-occupancy evaluation meetings with the Owner to review the facility operations and performance for purposes of identifying defects, warranty issues, and proposed corrections related to the Project; and advise Owner in writing regarding the need for correction of the Work.

§ 3.6.1.8 During the year after Substantial Completion, at the request of Owner, the Architect shall visit the site and/or assist the Owner with resolution of any issues about the Project or the Work installed under this Agreement.

**PAGE 17**

§ 3.6.2.1 The Architect shall visit the site at Architect's authorized representative and/or each engineer's authorized representative, shall visit the site at least once per week and at other intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally (1) to observe the progress, quantity and quality of the Work completed, (2) to reject any observed non-conforming Work, (3) to become familiar with the progress and quality of the portion of the Work completed, and to determine, in general, (4) to endeavor to guard the Owner against defects and deficiencies in the Work, (5) and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Documents, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two Owner/Architect/Contractor job site meetings per month from commencement of construction through Substantial Completion will be initiated by the Architect. Attendees will include Owner's representatives, Owner's Program Manager, if appropriate, the Contractor or Construction Manager's project manager and superintendent, Architect's project representative and engineer's representatives appropriate to the stage of the work. Architect's authorized representative or appropriate engineer will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Architect's authorized representative or appropriate engineer will provide on-site observations prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity, the mechanical, plumbing, electrical and other critical systems of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect, and will assist Owner in the development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, visits and observations by the Architect, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and shall promptly orally report to the Owner and Contractor (1) known deviations from the Contract Documents, (2) known deviations Documents and from the most recent construction schedule submitted by the Contractor, and (3) (2) defects and deficiencies observed in the Work. Work, which notice shall be followed by notice from the Architect in writing of defects and nonconforming Work noted and corrective actions taken or recommended. Any services by Architect made necessary due to Architect failure to discover a construction defect or nonconforming Work as required by this agreement or the standard of care shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

~~§ 3.6.2.2~~ The Architect ~~has the authority to~~ shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Construction Documents or Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

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

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

~~§ 3.6.2.5~~ Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, ~~the Architect shall render initial decisions as amended, the Architect shall promptly within the time frame established in AIA 201 render initial decisions, written recommendations ,or interpretations on Claims between the Owner and Contractor as provided in the Contract Documents.~~

~~§ 3.6.2.6~~ Nothing contained in this Agreement shall prohibit the Owner from communicating directly with its Construction Manager or Contractor.

**PAGE 18**

~~§ 3.6.3.1~~ The Architect shall observe the progress of the Work, and, consistent with the standard of care, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts. sign and issue certificates if such amounts are valid, correct and deemed due and owing, in Architect's professional opinion, within seven days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's ~~evaluation observations and evaluations~~ of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, ~~that, that in Architect's professional opinion and , to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, indicated and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an the Construction Document and the Contract Documents and that the Architect has evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. The foregoing representations are subject (1) to an inspection and evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect to specific qualifications expressed by the Architect in writing to Owner.~~

**PAGE 19**

~~§ 3.6.4.1~~ The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. The Owner reserves the right to implement a project management controls system and require the Architect to perform this and other duties to satisfy the requirements of the system.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions ~~or~~ or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

...

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

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Owner reserves the right, but not the obligation, to provide an approved submittal log form for use by the Architect.

...

**§ 3.6.5.1** The Architect shall timely review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents, accompanied by all supporting documentation. With prior written notice to the Owner, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, ~~If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified,~~ the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

- .1 The Architect shall accept requests by the Owner, and shall review properly- prepared, timely requests by the Contractor or Construction Manager for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly-prepared request for a change in the Work by the Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents or Construction Documents and do not change the Contract Sum or Contract Time, then the Architect may issue an order for a minor change in the Work, with prior written notice to the Owner, or recommend to the Owner that the requested change be denied.
- .2 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, then the Architect shall make a recommendation to approve or deny the requested change to the Owner. Based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of the Architect. If the Architect recommends approval, then the

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

§ 3.6.5.2 The Architect shall maintain all records relative to changes in the Work. The Owner reserves the right, but not the obligation, to provide an approved Change Management Log Form for use by the Architect.

PAGE 20

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract ~~Documents~~, Documents, as well as a Certification of Project Compliance as described herein. The Architect shall consult with the Owner prior to issuing on the above certificate.

...

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

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

...

§ 3.8.1 The Architect shall produce record drawings in reproducible hard copy and in electronic format acceptable to the Owner for the Owner's records once the project receives a building permit. The drawings shall include all revisions related to permitting, addenda, value engineering, or otherwise.

§ 3.8.3 The Owner reserves the right to apply the Collaborative of High Performance Schools – Texas Criteria (CHPS-TX) to this project and require that the Architect follow and document compliance with said criteria, including energy modeling and other studies required by TX-CHPS "Designed." Any such services shall be Supplemental Services, if agreed by the parties.

PAGE 21

§ 4.1.1 The Except where noted, the services listed below are not included in Basic Services but may be required for the Project. Items designed as "Architect, as a Basic Service" are required and shall be provided by the Architect as a Basic Service. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1	Programming	<u>Architect, as a Basic Service</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect, as a Basic Service</u>
§ 4.1.1.3	Measured drawings	<u>Architect</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect, as a Basic Service</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>

§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	<u>Civil-On-site and Off-site civil engineering</u>	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect, as a Basic Service</u>
§ 4.1.1.10	Architectural interior design	<u>Architect, as a Basic Service</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect, as a Basic Service</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect, as a Basic Service</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Architect</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect, as a Basic Service</u>
§ 4.1.1.22	Security evaluation and planning	<u>Architect, as a Basic Service</u>
§ 4.1.1.23	Commissioning	<u>Owner</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Architect</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29	Acoustical Consultant; Traffic Engineer; Environmental Graphics/Wayfinding; ADA Review and Inspection; Third-Party Energy Code Review; Visualization	<u>Architect,</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Kitchen Services Consultant – Architect, as a Basic Service</u> <u>Roof Consultant – Architect, as a Basic Service</u> <u>Building Envelope Consultant – Architect, as a Basic Service</u>
§ 4.1.1.30	Other Supplemental Services	

**PAGE 22**

To be provided by Architect when obtaining pre-approval from Owner

...

To be determined by Owner with the Architect's advice

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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

...

- ~~.1 Services necessitated by a substantial change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery ~~method; method, except when said changes are due to Architect's or Architect's consultants' errors or omissions;~~~~
- ...
- ~~.3 Changing or editing previously prepared Instruments of Service Construction Documents necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; after the building permit has been issued;~~
- ~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~
- ~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~
- ~~.10 Consultation concerning replacement of Work resulting from fire or other cause during construction;~~  
~~or,~~
- ~~.11 Assistance to the Initial Decision Maker, if other than the Architect.~~

~~§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

- ~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

~~§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When Services, provided that, when the limits below are reached, the Architect shall notify the Owner. Owner and obtain Owner's written agreement to proceed and any added costs related thereto:~~

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

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~

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

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements, but only to the extent required by 19 Texas Administrative Code Section 61.1036. The Owner hereby refers Architect to any applicable authority to obtain building code and requirements.

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

~~§ 5.3 The Owner shall identify a representative Owner, by legal and formal action of its governing body, acting as a body corporate, may identify a representative, other than Owner's governing body, authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. In no event may the Owner's Designated Representative exceed the authority granted to him/her under District Policy and state law. It is understood that the Owner's Designated Representative does not have the authority to make any changes to the scope, budget, or cost of the Work, and that only the Owner's Board of Trustees, acting as a body corporate, can make such changes.~~

PAGE 23

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

~~§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.~~

~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

§ 5.9 ~~The~~ Except as otherwise provided in the Contract Documents, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

~~§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project that Owner reasonably believes is not known to the Architect or its representatives on the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Any failure to provide notice required by this section does not absolve Architect of any responsibility for any such fault, defect, error, omission, or inconsistency. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

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

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

PAGE 24

~~§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

~~§ 6.1 For purposes of this Agreement, the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include include, without limitation, contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect, Architect, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed by Architect. For purposes of the Architect's compensation, the Cost of the Work shall also include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.~~

~~§ 6.1.1 In CMAR projects the Architect shall provide information to the Construction Manager that is reasonably necessary for the Construction Manager to prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques combined with information provided by the Construction Manager. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall provide additional information reasonably requested by the Construction Manager in updating and refining the preliminary estimate of the Cost of Work. The Architect shall cooperate with the Owner and its Construction Manager in developing and designing the Project that satisfies the Owner's budgetary constraints. If the preliminary estimate of the construction costs or any revised estimates exceed the amount budgeted the Architect shall not proceed without the Owner's approval.~~

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall may~~ be adjusted throughout the Project as ~~required under Sections 5.2, 6.4 and 6.5. at Owner's discretion.~~ Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not

vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. If Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget.

**§ 6.3** As part of the Schematic Design Phase services, the Architect shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design progresses through the end of the Design Development Phase, the Architect shall update and refine the preliminary estimate of the Cost of the Work to a level appropriate to the development of the design.

- .1 The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner, and with the Construction Manager at Risk in CMAR projects, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities.
- .2 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the ~~Project~~; Project with the prior written consent of the Owner; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

**PAGE 25**

- .2 authorize rebidding or renegotiating of the Project within a reasonable ~~time~~; time and/or authorize a different construction procurement method, consistent with State law;
- ...
- .5 implement any other mutually acceptable ~~alternative~~; alternative, or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic, and quality needs.

**§ 6.7** If the Owner chooses to proceed under Section ~~6.6.4~~, the Architect ~~6.6.4~~ or Section 6.6.6, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted

under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

PAGE 26

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

**§ 7.3.** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

Anything else to the contrary notwithstanding, the Construction Documents may be used by Owner and other architects hired by Owner as a prototype for other facilities by the Owner. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in reuse of the Construction Documents. If so, then the Architect agrees to perform the work for an additional compensation that will fairly compensate the Architect and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in reuse of the Construction Documents, then that architect may use Architect's consultants on the same basis that the Architect would have been entitled to use them for the work on the reuse of the Construction Documents, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the Construction Documents,

approved shop drawings and calculations, in performing its work. The Architect will not be responsible for errors and omissions of a subsequent architect. The Architect shall endeavor to commit its consultants to the terms of this Section and shall notify Owner in writing if Architect is unable to do so. In the event of termination of this Agreement for any reason, and upon final payment of the sum due through such termination, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project, but the Architect will not be liable for errors or omissions of a subsequent architect.

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

#### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

**.1** The requirements of this section 8.1.2 shall constitute an independent "contractual adjudication procedure" as that term is used in Texas Local Government Code Chapter 271 Subchapter I.

**.2** **Pre-Litigation Grievance and Mediation.** Any claim, dispute or other matter in question that Architect has against Owner shall be subject to full exhaustion of the grievance procedure found in Owner's GF (LOCAL) policy and non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by Architect. In the case of any such claim, dispute, or other matter, by the Architect against the Owner, including, but not limited to, any claim that the Owner has breached a contract, the Architect may not file a lawsuit or demand mediation until the complaint procedure found in Owner's GF (LOCAL) policy has been fully exhausted regarding the contested matter. A copy of this policy is attached hereto and incorporated herein as Exhibit A. The Architect's failure to timely file a grievance under policy GF (LOCAL), meet any requirement of this Article 8, or otherwise fully exhaust policy GF (LOCAL) in accordance with the policy's requirements is a failure to adhere to contractual adjudication procedures, a failure to exhaust remedies, a failure to fulfill conditions precedent, constitutes waiver, and is a bar to suit against the Owner.

**a.** The timelines under Policy GF (LOCAL) are amended for purposes of this Agreement as follows: Architect's complaint must be reduced to writing and filed within ninety (90) calendar days of the date the Architect first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint. If the Architect fails to meet this timeline, the Architect will have failed to exhaust this remedy, will have failed to adhere to this contractual adjudication procedure, will have failed to fulfill conditions precedent to suit, will have waived the complaint, and will be barred from suing the Owner.

- b. Architect agrees that, in order to fully exhaust its remedies under policy GF (LOCAL) and otherwise comply with this section 8.1.2, Architect must identify and articulate in writing the specific factual and legal basis for its claims. Any basis that is not identified and articulated by the Architect as part of its complaint under GF (LOCAL) is waived by the Architect and may not be asserted in any subsequent proceeding against the Owner.
- c. The following are each an independent condition precedent to the institution of civil proceedings by the Architect against the Owner concerning the contested matter: 1) full exhaustion of claims through Owner's GF (LOCAL) policy as described herein, 2) a written demand by the Architect for mediation, and 3) good faith and full participation in the mediation process.
- d. Following the full exhaustion of claims through Owner's GF (LOCAL) procedure, and upon receipt by Owner of Architect's written demand for mediation, Owner may, at its option, either proceed with non-binding mediation of the dispute, or provide written notice to Architect of Owner's decision to waive its right to compel such mediation. Owner's voluntary participation in any mediation or any other settlement discussions shall not be construed as a waiver of any failure by Architect to exhaust remedies, follow contractual adjudication procedures, or otherwise comply with this Agreement. If the parties participate in mediation, the parties shall share the mediator's fee and any filing fees equally.

~~§ 8.1.3 The Architect and Owner waive-waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

## ~~§ 8.2 Mediation~~

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

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

~~(Check the appropriate box.)~~

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

[ ] — Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Article 8, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Exclusive venue for any action arising out of this Agreement or the Project is in county in which Owner's administrative offices are located.

## **PAGE 28**

**§ 9.1** If the Owner fails to make payments of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination ~~or, at the Architect's option,~~ cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension

~~and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, if not cured after ten (10) days' written notice to Owner of the delinquency. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written, in accordance with Texas Government Code Section 2251.051 et seq. As a prerequisite to any termination or suspension under this section 9.1, the Architect must first fully exhaust the complaint process described in section 8.1 above.~~

~~§ 9.2 If the Owner suspends the Project, Project for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~~~

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

...

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on (7) seven days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.~~

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, ~~or the Architect terminates this Agreement pursuant to Section 9.3,~~ the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, termination and Reimbursable Expenses then due, and not other amount. In determining the compensation due to the Architect under this section, the schedule in section 11.5 below shall be used to determine the appropriate compensation based on services completed.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

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

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

~~§ 9.7 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law related to or relevant to the Project, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.~~

~~§ 9.7.1 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Architect~~

makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, and enforced under the laws of Texas, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.~~ Section 8.3. Mandatory and exclusive venue for any legal or mediation proceedings brought under or pertaining to this Agreement shall be in the county where Owner's administrative office is located.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for ~~Construction.~~ Construction that is applicable to the agreement for construction entered into between the Owner and a contractor or construction manager. The Architect acknowledges that the document referenced in this section 10.2 will not be the standard form of the AIA Document A201-2017, but will be an amended version of that document.

**PAGE 29**

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. There are no third-party beneficiaries to this Agreement. The parties do not intend that any non-party have any right to enforce any part of this Agreement.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site.~~ site unless the toxic materials or substances were brought to the Project pursuant to the terms of Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances that pose an immediate danger on the Project Site, the Architect shall immediately report the presence to the Owner in writing.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~ Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. Nothing in this section or this Agreement shall be construed as requiring Owner to keep information confidential when the disclosure of such information is required by the Texas Open Meetings Act (Texas Government Code Chapter 551) or the Texas Public Information Act (Texas Government Code Chapter 552).

**§ 10.8** ~~If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~ The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement. **Any right to recovery of attorney's fees available under Texas Local Government Code Chapter 271, Subchapter I, is hereby waived.**

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

**§ 10.11 CONFLICTS IN DOCUMENTS** To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

**§ 10.12 CHILD SUPPORT BY SIGNING THIS AGREEMENT, THE UNDERSIGNED CERTIFIES AS FOLLOWS:** UNDER SECTION 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

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

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

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

#### **§ 10.16 CRIMINAL HISTORY RECORD CHECKS**

**§ 10.16.1** Architect shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees", as defined below. If Architect is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Architect will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Architect will provide written certification to the District that Architect has complied with the statutory requirements as of that date. Upon request by Owner, Architect will provide, in writing: updated certifications and the names and any other requested information

regarding covered employees, so that the Owner may obtain criminal history recommended information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

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

**§ 10.16.3** For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: a felony offense under Texas Penal Code Title 5 Offenses Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

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

**§ 10.18 COMPLAINTS** The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law, Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-8900, or on the web at [www.tbae.state.tx.us](http://www.tbae.state.tx.us).

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

PAGE 31

(  
Six Percent (6) % of the Owner's budget for the Cost of the Work, as calculated in accordance with  
Section 4.6.11.5

...

n/a

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, 4.1.1, the Owner shall compensate the Architect as follows:

PAGE 32

Architect must secure Owner's pre-approval in writing of both the services to be provided and the cost prior to performing any Supplemental Services.

...

Architect must secure Owner's pre-approval in writing of both the services to be provided and the cost prior to performing any Additional Services.

~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus — percent (—%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~

Schematic Design Phase	<u>thirty</u>	percent (	<u>30</u>	)	(%)
Design Development Phase	<u>twenty</u>	percent (	<u>20</u>	)	(%)
Construction Documents Phase	<u>twenty-five</u>	percent (	<u>25</u>	)	(%)
Procurement Phase	<u>five</u>	percent (	<u>5</u>	)	(%)
Construction Phase ( <u>no less than 3% of the Architect's fee is attributable to Basic Services that occur after Substantial Completion</u> )	<u>twenty</u>	percent (	<u>20</u>	)	(%)

...

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

~~§ 11.6.1 When compensation is on a percentage basis based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent written estimate of the Cost of the Work for such portions of the Project, provided that such estimate is within the Owner's approved budget.~~

~~§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

**Employee or Category**

**Rate (\$0.00)**

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

~~1. Transportation and authorized out-of-town travel and subsistence; subsistence if approved by Owner in advance;~~

- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- ~~.3~~ ~~2.~~ Permitting and other fees required by authorities having jurisdiction over the Project;
- ~~4~~ ~~Printing, reproductions, plots, and standard form documents;~~
- 3. Printing, reproduction, plots, standard form documents;

a. Project Development

- i. Design Presentation to the Board of Trustees
- ii. Schematic Design Book
- ~~.5~~ ~~Postage, handling, and delivery;~~ iii. Staff Review Documents if required and approved by Owner in advance

b. Construction Documents

- ~~.6~~ ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~ i. Staff Review Documents if required and approved by Owner in advance
- ii. Document reproduction for electronic media
- iii. Drawing & Project Manuals, Addenda, Jurisdictional Authority Review Comment Printing

c. Construction Phase

- i. Document printing as required and approved by Owner in advance
- ii. Close Out Documents – Manuals and CDs if required and approved by Owner in advance

4. Postage and Handling and delivery of Construction Documents other than those required to be provided by Architect under this agreement;

~~.7~~ ~~5.~~ Renderings, physical models, mock-ups, professional photography, and presentation materials requested and approved by the Owner or required for the this Project;

~~.8~~ ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

~~.9~~ ~~6.~~ All taxes levied on professional services and on reimbursable expenses;

~~.10~~ ~~Site office expenses;~~

~~.11~~ ~~7.~~ Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, and

~~.12~~ ~~Other similar Project-related expenditures.~~ 8. Other similar Project-related expenditures, when approved by the Owner prior to its occurrence.

The Architect shall be solely responsible for the auditing of all Reimbursable Expenses, prior to submitting to Owner for reimbursement, and shall be responsible for the accuracy thereof. Any overpayment by the Owner for errors in submittals for reimbursement shall be deducted from the Architect's subsequent payment for services.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred-actual, reasonable expenses incurred by the Architect plus five percent (5%) of the expense incurred. The Architect shall present Reimbursable Expenses, including supporting documentation, for payment with its regular invoices, and must request payment within thirty days of incurring such expenses. The Architect waives any claim for Reimbursable Expenses not presented in accordance with this section 6.2.2.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## **§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

The parties agree that Architect's compensation for Basic Services includes all licensing fee for the Owner's use of the Construction Documents, including use after termination of this Agreement.

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of ~~( \$ )~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~( \$ )~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~( )~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

—%

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 45 days of presentation of the Architect's invoice, subject to the terms of this Agreement. Without limiting Owner's rights under this Agreement, Owner's payment of any amount to Architect does not constitute a waiver of any claims arising out of or related to the services for which payment is being sought.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to ~~Supplemental and Additional Services~~, and ~~services~~ services, if any, performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**PAGE 34**

**§ 12.2** Architect acknowledges that the Owner utilizes one or more software programs and other procedures and processes to organize and administer its construction projects and that the Owner relies on the Architect's full cooperation and assistance in using the same. Architect agrees that it will fully comply with all of the Owner's requests regarding the use of such software, procedures, and processes, including, but not limited to, transmission and storage of data, documents, and other information. Specifically, and without limiting the foregoing, the Architect agrees to fully cooperate with the Owner's requests regarding the use of the "E-Builder" software system, or any other system or process that the Owner may thereafter, in its sole discretion, choose to implement.

**§ 12.3** Architect agrees to comply with the requirements of Texas Education Code 22.0834 and 22.08341, and Texas Administrative Code regulation adopted thereunder (the "Background Laws"). Architect agrees that all Architect employees, agents, or representatives who enter upon Owner's property shall be treated as though they are subject to the requirements of the Background Laws. Architect further agrees that Owner may direct that Architect obtain background checks, fingerprinting, badging, and related services through a specific vendor, at the Architect's sole cost, and that the Architect will comply with said directive.

**§ 12.4** In accordance with Texas Government Code section 2271.002, Architect verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

**§ 12.5** The parties agree that the only amounts that can ever be due and owing under this Agreement from the Owner to the Architect are amounts for compensation for services actually performed in accordance with the terms of this

Agreement, calculated in accordance with the terms of this Agreement, and further subject to any claim or right that the Owner may have to offset or otherwise reduce any such amounts.

**§ 12.6 The Architect shall ensure that its services related to the Project comply with 19 Texas Administrative Code §61.1033 et seq.School Facilities Standards.**

The Texas Board of Architectural Examiners has jurisdiction over complains regarding the professional practices of person registered as Architects in Texas."

Texas Board of Architectural Examiners

P.O. Box 12337

Austin, TX 78711-2337

(512) 305-9000

(512) 305-8900

**§ 12.7 Contracting Information**

**§ 12.7.1** This section 12.7 applies only if, per Texas Government Code §552.371(a), (1) the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or (2) the Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owner in a fiscal year of the Owner.

**§ 12.7.2** Pursuant to Texas Government Code §552.372, the Architect must:

- (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract;
- (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and
- (3) on completion of the contract, either:
  - (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or
  - (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

**§ 12.7.3** The Architect shall comply with the requirements of Subchapter J, Chapter 552, Government Code and the Architect agrees that this Agreement can be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter.

**§ 12.7.4** "Contracting information" is defined by Texas Government Code §552.003(7) and means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

- (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
- (B) solicitation or bid documents relating to a contract with a governmental body;
- (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
- (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
- (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

**PAGE 35**

**.2** AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

...

~~\_\_\_\_\_~~ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

...

~~\_\_\_\_\_~~ X ~~\_\_\_\_\_~~ Other Exhibits incorporated into this Agreement:

~~4~~ Other documents:

~~\_\_\_\_\_~~ *(List other documents, if any, forming part of the Agreement.)*  
Exhibit A – Owner’s GF (LOCAL) policy

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:50:18 ET on 06/17/2021 under Order No. 1097594999 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

PUBLIC COMPLAINTS

GF  
(LOCAL)

**Complaints**

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Guiding Principles**

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

**Freedom from Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

PUBLIC COMPLAINTS

GF  
(LOCAL)

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling  
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating  
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

PUBLIC COMPLAINTS

GF  
(LOCAL)

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and  
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

**Level One**

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

PUBLIC COMPLAINTS

GF  
(LOCAL)

relevant documents or information the administrator believes will help resolve the complaint.

**Level Two**

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

PUBLIC COMPLAINTS

GF  
(LOCAL)

**Level Three**

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation

PUBLIC COMPLAINTS

GF  
(LOCAL)

from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**June 21, 2021**

**Item:** Consider, Discuss, and Take Appropriate Action Regarding Revisions to CB(LOCAL): State and Federal Revenue Sources – 2nd Reading

**Contact Person:** Jennifer Land

**Presented for:** Action  Report Only

**Supporting Documents:** None  Attached  Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

To apply for the district's portion of the Elementary and Secondary School Emergency Relief III (ESSER III) Fund, the District is required to make available opportunities for public input. The Texas Education Agency (TEA) recommends that districts develop a local board policy to address this requirement.

The proposed modifications to CB(LOCAL) outlines the methods by which public notice of federal grant awards will be provided. The 1st reading of this policy was held at the Policy Committee meeting on Monday, June 7. The placement of the added language varies slightly from the format discussed at that meeting based on recommendation from TASB, but the content remains the same.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

Approve revisions to policy CB(LOCAL) as presented.

**Grants and Awards**

The Superintendent shall be authorized to:

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2. Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3. Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards.

[See CAA, CBB]

**Federal Awards**

The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.

**Plan Approval**

Approval of required grant and award plans shall be by the Superintendent or designee.

**Conflict of Interest**

Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB]

In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

For purposes of this policy, “partner” shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Gifts and Gratuities

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:

1. Any single item with a value at or above [S vendor gift threshold single item]; or
2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding [S vendor gift threshold aggregate] in a 12-month period.

[See BBFA, BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

**Grants and Awards**

The Superintendent shall be authorized to:

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
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[See CAA, CBB]

**Federal Awards**

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2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding [S vendor gift threshold aggregate] in a 12-month period.

[See BBFA, BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

# **Public Hearing Regarding Federal Funding Sources**

June 21, 2021  
Board of Trustees Meeting

# PURPOSE

To allow for public input on planned activities to be supported by federal grants that will be applied for between July and September of 2021.

# ESSA, IDEA, Perkins

	<b>ESSA Title I</b>	<b>ESSA Title II</b>	<b>ESSA Title III</b>	<b>ESSA Title IV</b>	<b>IDEA - B</b>	<b>Perkins</b>
	<b>\$1,417,142</b>	<b>\$253,757</b>	<b>\$76,891</b>	<b>\$107,219</b>	<b>\$2,072,047 \$23,991</b>	<b>\$83,861</b>
<b>Staffing</b>	X	X		X	X	X
<b>Prof Dev</b>	X	X	X	X		
<b>Resources / Supplies</b>			X	X	X	X
<b>Required Set-Aside</b>	X		X			
<b>Service Providers</b>					X	

114

## Intent

The Elementary and Secondary Emergency Relief (ESSER II) funds will provide districts with emergency relief funds to address the impact COVID-19 has had, and continues to have, on elementary and secondary schools that are providing education services.

## Allocation

\$4,950,005

## Availability

March 13, 2020 - September 30, 2023

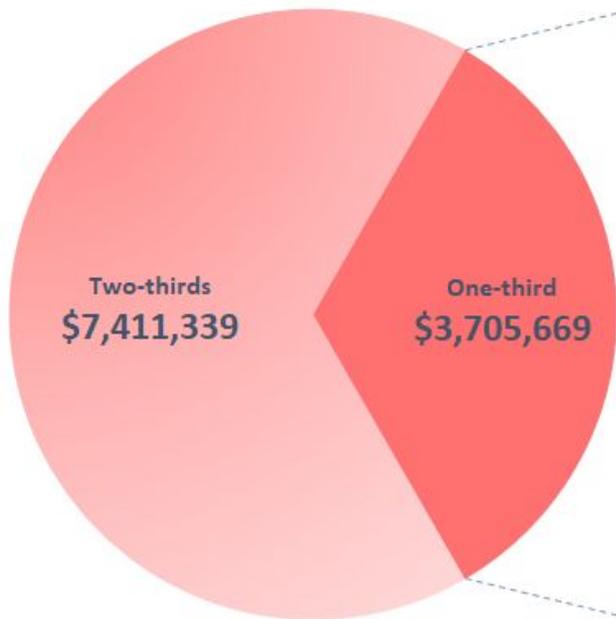
## Due Date

Application due September 2021

115

## Proposed Expense

- Retention Strategies
- HVAC/Air quality improvements



**Intent:** Address the impact of COVID-19 on elementary and secondary schools

**Belton ISD Allocation:** \$11,117,008

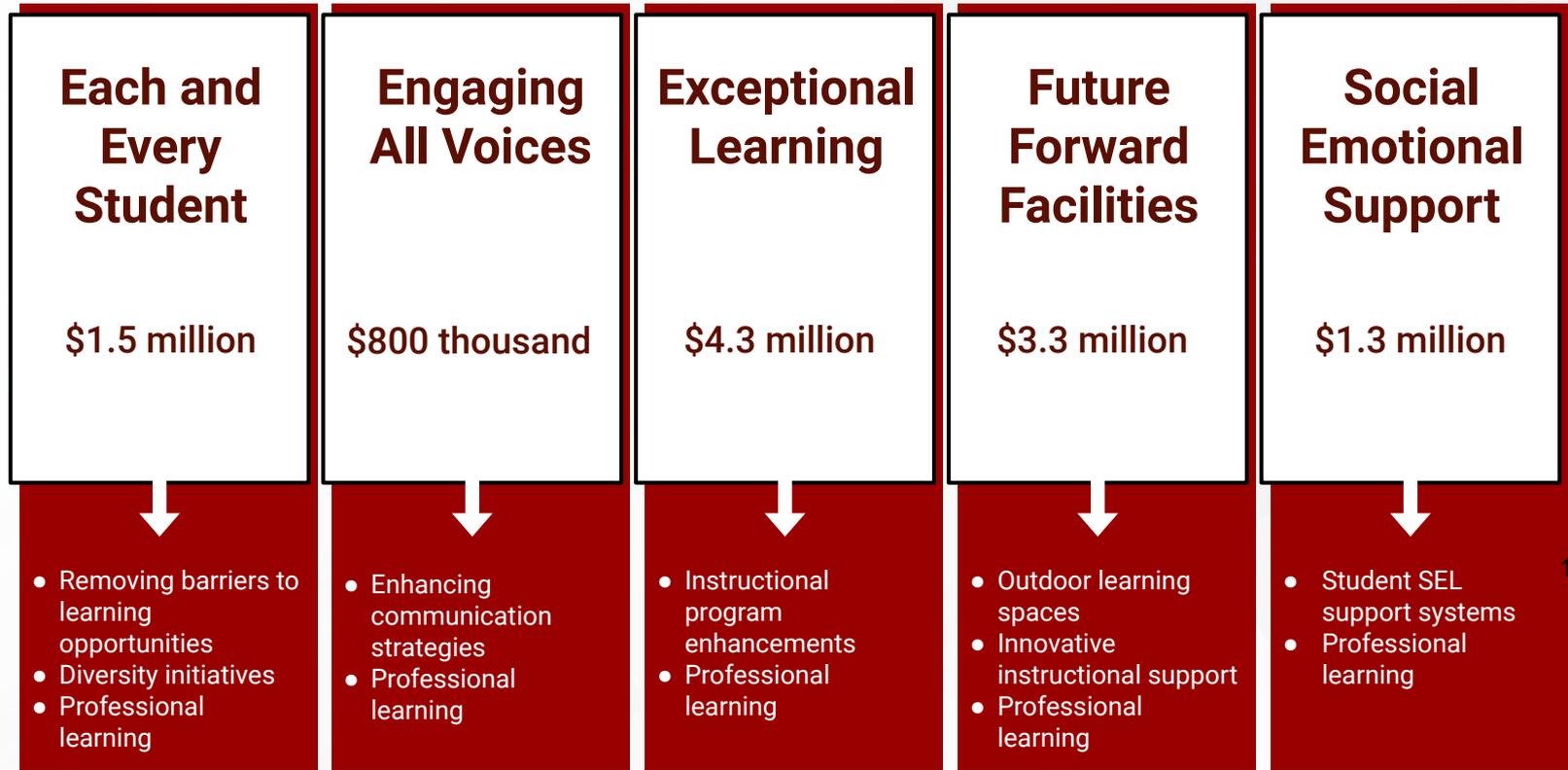
**Application Due:** July 2021

**Availability Period:** March 13, 2020 - September 30, 2024

*Use of Funds Plan and Return to School Plan are required.*

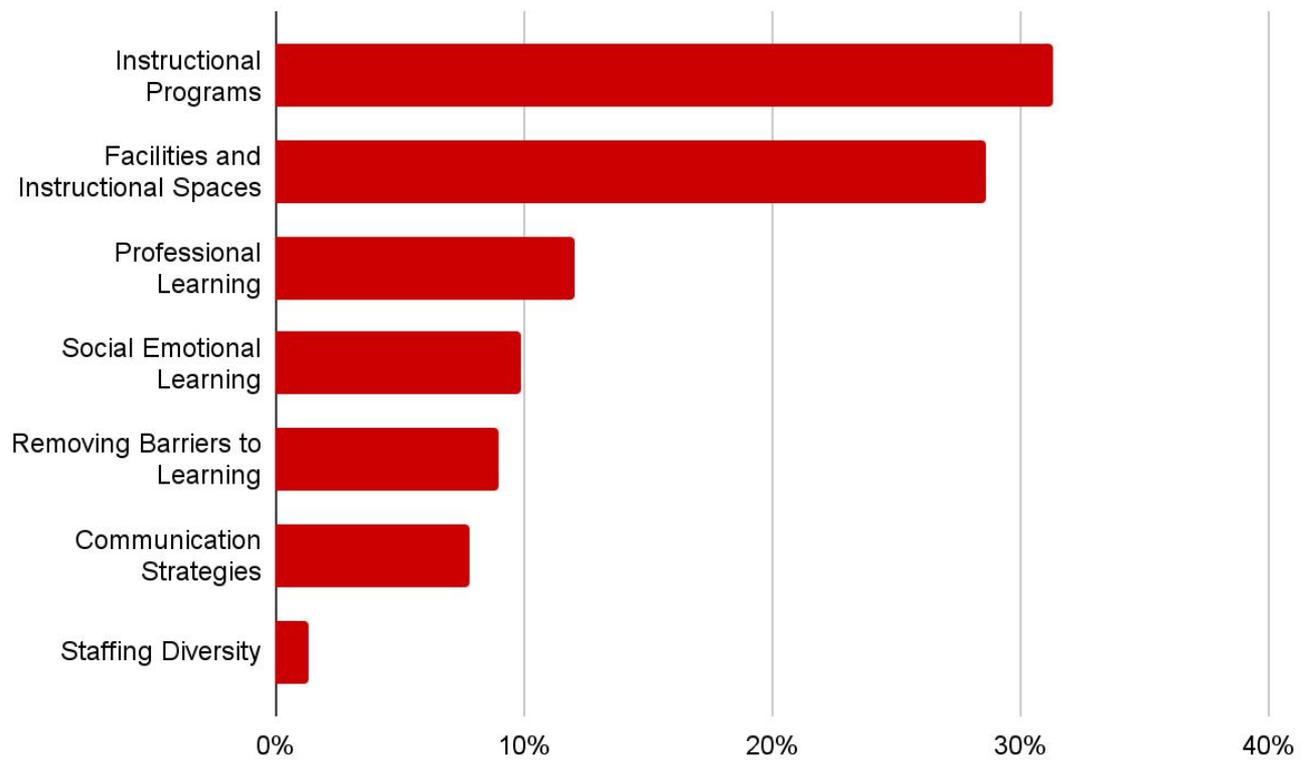
# #WeAreOneBISD

ESSER III USE OF FUNDS PLAN



# #WeAreOneBISD

ESSER III USE OF FUNDS PLAN



118

# INPUT





Superintendent's Report  
Meeting of the Board of Trustees  
June 21, 2021

**Provide the Board of Trustees with administrative information from the Superintendent.**

# What changed this year for our administrative team?

- Opening LBHS
- Opening BMS
- 1:1 Technology PK-12
- iPads to Chromebooks
- Changes in Calendar
- New District Goals
- Key Progress Measures
- Alignment of DIP/CIP to New Goals
- Block Schedule
- Board Workshops
- ZOOM
- Asynchronous Learning
- ZOOM Learning
- ZOOM Board Meetings
- Live Streaming Board Meetings
- Principal Coaching and Supervision Model
- Personalized/Self-Paced Professional Learning
- Community ThoughtExchange
- Input & Feedback Sessions
- Listening Sessions
- BoardBook Premier
- Leadership Changes
- Standards Based Grading

# Celebrations



# Graduation



# Scenario 1

FACE-TO-FACE  
WITH SAFETY PRECAUTIONS  
SCENARIO



- Closest to pre-COVID school environment
- Masks optional inside facilities and on all BISD grounds
- Continued monitoring of Guidance, Orders, Recommendations, Data

A group of students, likely members of a school drum corps, are standing outdoors. They are wearing red and white jackets. In the foreground, several large, light-colored drums are visible. The background shows a building and trees. The text "March 17, 2020 Resolution Items Report" is overlaid in the center of the image.

# March 17, 2020 Resolution Items Report



## District Goal #5

Strategic Plan Update

June 21, 2021

Board of Trustees Meeting



128

# PURPOSE

To provide the Board of Trustees with an update on strategic planning work in support of Goal 5: Maximize our use of resources for both current priorities and plans for the future.



Key Progress Measure: A comprehensive needs assessment of resources will be completed and a long-range strategic plan developed by June 2021.

# Direction

- Journey of a Graduate
- Statements of Values and Beliefs
- Vision
- Culture
- Exceptional Learning

# Roadmap

- **Strategic Plan** & Long Range Facilities Plan
- District Improvement Plans
- Zero-Based Budgeting
- Campus Improvement Plans
- World Class Workforce

# Current Location

- Facilities Assessment
- Curriculum Management Training
- Assessment Practices Review
- Feedback Loops



# Vision

## Setting Direction

*Empower each and every learner to pursue their dreams and enrich their communities.*

132

**Inspiring Dreams. Empowering Futures**



# Values & Beliefs

- **Each and Every:** We believe each and every student deserves exceptional experiences according to their unique needs and passions.
- **Innovation:** We believe in igniting and supporting innovative thinking and problem solving in our students and staff.
- **Continuous Improvement:** We believe a mindset of continuous improvement should be modeled by our staff and cultivated in classrooms.
- **Community Engagement:** We believe that the learning experiences of our<sup>133</sup> students are enhanced through the engagement of our community.
- **Learning Space:** We believe well designed and maintained facilities positively impacts student learning and staff efficacy.
- **Engaged Workforce:** We believe a thriving staff will be able to create exceptional learning experiences for each and every student.
- **Inspiring Instruction:** We believe instructional design can empower students and ignite a passion for learning.



# 2020 2021 BELTON ISD DISTRICT GOALS

## ENGAGE THE COMMUNITY IN SETTING DIRECTION FOR THE FUTURE OF BISD

**KEY PROGRESS MEASURES**

- A NEW VISION, MISSION, AND JOURNEY OF A GRADUATE WILL BE CREATED WITH COMMUNITY VOICE BY JUNE 2021.

### GOAL 1

COMPLETE IN PROGRESS NOT STARTED

## ENSURE EXCEPTIONAL LEARNING EXPERIENCES FOR EACH AND EVERY STUDENT

**KEY PROGRESS MEASURES**

- STUDENTS WILL REPORT THEIR LEARNING EXPERIENCES WERE PERSONALIZED AND MET THEIR NEEDS.
- DEVELOP TOOLS SUCH AS RUBRICS TO SUPPORT THE DESIGN OF PERSONALIZED, ENGAGING, STUDENT-CENTERED WORK FOR EACH AND EVERY STUDENT.

### GOAL 2

% STRONGLY AGREE % AGREE % DISAGREE

COMPLETE IN PROGRESS NOT STARTED

## ATTRACT, RETAIN AND SUPPORT A WORLD-CLASS TEAM OF EMPLOYEES

**KEY PROGRESS MEASURES**

- A REFINED PROFESSIONAL LEARNING SYSTEM WILL BE DESIGNED, COMMUNICATED, AND IMPLEMENTED FOR ALL EMPLOYEE GROUPS BY JUNE 2021.

### GOAL 3

COMPLETE IN PROGRESS NOT STARTED

## DEVELOP A DISTRICT-WIDE CULTURE OF VALUE, SUPPORT AND GROWTH AMONGST ALL STUDENTS AND STAFF

**KEY PROGRESS MEASURES**

- FEEDBACK LOOPS WILL REFLECT STUDENTS AND STAFF ARE VALUED, INCLUDED, HAVE HIGH QUALITY OPPORTUNITIES TO GROW, AND FIND MEANING IN THEIR WORK.

### GOAL 4

STUDENTS % STRONGLY AGREE % AGREE % DISAGREE

STAFF % STRONGLY AGREE % AGREE % DISAGREE

## MAXIMIZE OUR USE OF RESOURCES FOR BOTH CURRENT PRIORITIES AND PLANS FOR THE FUTURE

**KEY PROGRESS MEASURES**

- A COMPREHENSIVE NEEDS ASSESSMENT OF RESOURCES WILL BE COMPLETED AND A LONG-RANGE STRATEGIC PLAN DEVELOPED BY JUNE 2021.

### GOAL 5

COMPLETE IN PROGRESS NOT STARTED

Engaging All Voices

Exceptional Learning Each & Every

Exceptional Learning

Social Emotional Support

Future-Focused Facilities

134



**Strategy 1**  
2-way  
Communication

**Strategy 2**  
Assessing  
Communication  
Needs

**Strategy 3**  
Input & Feedback  
Loops

**Strategy 4**  
Strategic  
Partnerships

**Strategy 5**  
Voice



**Impact**  
Strong Partnerships

**Impact**  
Stakeholder Trust

**Impact**  
Value & Pride

**Focus Area:**  
Engaging  
All  
Voices





### Future-Forward Facilities

Our facilities create a safe learning environment that fosters the mastery of content and the BISD Journey of a Graduate competencies for each and every student.

Spaces are used in innovative ways that prepare students for post-secondary success. Staff and students have access to the tools that will enhance teaching and learning.

Proper facilities planning maximizes resources and supports sound stewardship of taxpayer dollars.



# Our Focus Areas

### Each and Every Student

Each and every student and family feels included and valued in experiences throughout their educational journey.

Each and every student accesses the tools, programs, and resources allowing them to thrive in the learning environment.

### Social and Emotional Support

Students and families have support needed to maximize a child's social, emotional, and physical well-being.

Staff and students have a safe and secure environment where they feel valued, are

### Exceptional Learning

Each and every student engages in deep learning that honors their input, is personalized and empowers them to own their future.

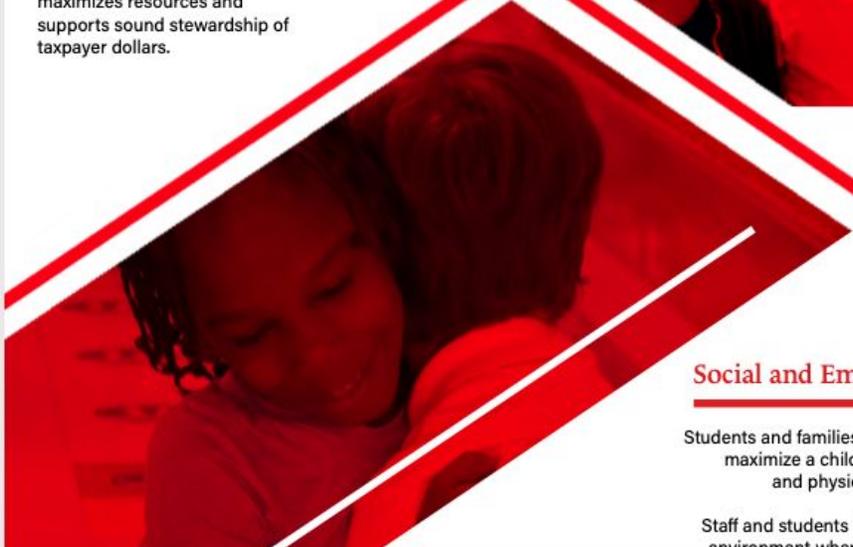
Each and every student will have experiences that grow the Journey of a Graduate competencies.

### Engaging all Voices

Strong partnerships exist within the community to enhance educational experiences for students.

Stakeholders trust the district by being well-informed and engaged in a variety of opportunities to provide input and feedback to inform improvement efforts.

Stakeholders value and have pride in being a part of BISD.



# Next Steps

Strategic Plan presented  
for consideration & possible  
approval - July

Drafting Goals & Key Progress  
Measures

Utilize Board feedback to finalize  
strategies and begin drafting action  
plans

**BELTON I.S.D. BOARD OF TRUSTEES  
POLICY COMMITTEE MINUTES – MAY 3, 2021**

**Members Present:**

Chair Manuel Alcozer      Chris Flor      Janet Leigh (via videoconference)

**Members Absent:** None

**Staff Present:**

Dr. Matt Smith	Dr. Malinda Golden	Dr. Deanna Lovesmith	Mike Morgan
Arturo Lomeli	Tiffany Sommerfeld	Barbara Epperson	Connie Burns
Erika Mott			

**Call to Order:** The meeting was called to order at 5:02 PM.

**Public Comments:** None

**Review and Discuss the Following Items:**

**A. TASB Policy Review Discussion**

Dr. Smith introduced Eric Narcisse from TASB Policy Service who participated via videoconference. Mr. Narcisse indicated TASB began work on BISD's policy manual in 1979, and the District currently has 163 local policies and 45 unique policies (those followed by an X). He explained a policy review session is recommended every seven years at a minimum, especially when there has been a change in Superintendent. He stated BISD's last review was conducted in 2002 and gave an overview of the process and additional details below:

- Cost Estimate (\$5,167): Consultation: \$2,900; Policy revisions processing: \$1,800 (average); and Travel (if any): \$500 average
- Participants: Superintendent, District Administrators, Principals (if more than five campuses, representatives from the elementary and middle school; usually include all high school principals)

In response to a question by Mr. Alcozer, the consultant reiterated the turnkey cost is about \$5,200 and the focus is on local policies because legal policies are what they are. He explained that TASB can provide a policy training session to the entire Board (about an hour) on policy making and policy maintenance.

Mr. Flor asked if the Board would receive credit for the training session, and Mr. Narcisse indicated they can earn one credit hour. Ms. Leigh stated she thinks a review would be valuable to consider since the last one was so long ago.

Dr. Smith indicated he would add the topic to next month's committee agenda for discussion.

**B. FFAC(LOCAL): Wellness and Health Services – Medical Treatment – 1st Reading**

Mike Morgan, Assistant Superintendent for Operations, explained this policy provides guidelines for administering student prescription or non-prescription medication provided by parent, non-prescription medication provided by the District, use of Psychotropic drugs and student emergency medical treatment. Discussion centered around recommendations made in TASB Update 116 and language concerning the use of unassigned epinephrine by District staff. Several agreed they preferred clarity rather than redundancy, so they didn't see a need to add additional text in the section related to the administration of epinephrine.

Dr. Smith stated this policy will be added to the May Board agenda for a 2nd reading.

### **C. EIC(LOCAL): Academic Achievement – Class Ranking – Learning/Study**

Dr. Deanna Lovesmith, Assistant Superintendent for Teaching & Learning, introduced Tiffany Sommerfeld, Director of Academic Advising and Counseling, and Barbara Epperson, Coordinator of Advance Academic Services, to assist with the continued study of this policy and how it impacts a student's learning experience.

Ms. Epperson presented information about ranking for admissions, and Ms. Leigh asked how students are being counseled when they want to go into a specific college of study to ensure they make the best choices for their career path, not just the university of choice. Ms. Epperson replied most colleges have prerequisites on line, and Ms. Sommerfeld added that counselors meet with students and their parents to discuss.

Ms. Leigh asked why the District would want to consider a shift to non-ranking for admissions. Dr. Smith explained staff was asked to study this policy in depth and an administrative recommendation hasn't been produced at this point. There is concern with the stress level of students and they want to make sure students can be kids along the way in their high school careers. Staff would like to create a policy that allows students to pursue what they want to pursue, but one that will remove the unneeded pressure.

Mr. Alcozer talked about students who are playing the class rank game, and wondered if they will still be able to get into the school they want to attend. Ms. Sommerfeld stated other districts have seen admissions increased because the colleges have to conduct a holistic review.

Mr. Flor stated that he wants to make sure they leave as many doors and options open as long as possible, to continue to create opportunity and not take opportunity away.

Dr. Lovesmith went on to review the Calculation section in the policy and indicated they are looking at other policies to see what could be included in this section. They may get a group of students together to discuss some options to determine what barriers exist and open up some options for their pathway.

Mr. Alcozer asked what is known now, and Ms. Epperson stated higher education considers all advanced classes the same. Dr. Lovesmith added that students are not taking courses of interest because they are not weighted in the GPA calculation. Increasing enrollment in CTE courses could potentially increase CTE funding as they receive additional weighting for funding purposes.

Dr. Smith stated next steps include gathering of data as requested and the third piece of data will be presented at next month's committee meeting. After, they will begin drafting some ideas with a plan to phase in and study the policy with the entire Board to make sure they are well informed.

Mr. Alcozer added he'd like to discuss the impact of moving to a three-tier system.

#### **Issues/Concerns for Future Agenda or Administrative Reports:**

- Mr. Flor asked about cost of a policy review outside of TASB.

**Adjournment:** There being no further business, the meeting adjourned at 6:40 PM.

**Next Meeting:** June 7, 2021, 5:00 PM

**BELTON INDEPENDENT SCHOOL DISTRICT  
SPECIAL BOARD MEETING MINUTES  
May 10, 2021; 5:00 p.m.  
Pittenger Fine Arts Center**

**BOARD MEMBERS PRESENT**

Suzanne M. McDonald  
Jeff Norwood  
Janet Leigh  
Ty Taggart  
Chris Flor  
Manuel Alcozer  
Erin Bass

**BOARD MEMBERS ABSENT**

**CALL TO ORDER**

Suzanne M. McDonald, Board President, called the special meeting of the Belton Independent School District Board of Trustees to order at 5:01 p.m. She stated that a quorum of Board Members was present, that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**PUBLIC COMMENTS**

There were none.

**CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION REGARDING CANVASSING RETURNS AND DECLARING RESULTS OF THE MAY 6, 2017, TRUSTEE ELECTION**

Dr. Smith presented the returns of the May 1, 2021 Trustee Election for Area 4: Chris Flor received 81 votes and Brent Coates received 66 votes. Chris Flor was elected Trustee for Area 4.

Jeff Norwood made a motion, seconded by Manuel Alcozer, to approve the order canvassing returns of the May 1, 2021 election as presented and declaring Chris Flor elected Trustee for Area 4. The motion carried by a vote of 6-0-1, with Mr. Flor abstaining.

Dr. Smith expressed thanks to Connie Burns, Erika Mott, Dora Martinez, and the Judges and Election workers who conducted the election.

**CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION REGARDING A RESOLUTION OF THE BELTON ISD BOARD OF TRUSTEES TO EXTEND DEADLINE TO INCLUDE DUAL CREDIT GRADES IN GPA CALCULATION FOR THE CLASS OF 2020-2021 – MODIFICATION OF EIC(LOCAL)**

Dr. Deanna Lovesmith, Assistant Superintendent for Teaching & Learning, explained that EIC(LOCAL) defines the criteria used to determine class ranking for graduation purposes. The policy was revised at the July 2018 Board meeting to include the following language:

**BISD Special Board Meeting Minutes**  
**May 10, 2021 – Page 2**

“Dual credit courses included in the third nine-week grading period shall include the final grade for the course if a grade is received by May 15. Courses for which grades are not received shall not be included in the rank at the third nine-week for senior rank.”

Dr. Lovesmith explained that the intent of the revision was to be able to include dual credit courses while meeting deadlines for local graduation ceremonies, but community college and district calendars have changed due to impacts of COVID-19. Temple College has extended their end-of-year semester dates with grades due to the college on May 19, and BISD has extended its school year to allow for a June 10 graduation date. Given these extensions, she recommended the Board approve the proposed resolution that would extend the date to receive grades for dual credit courses from May 15 to May 24.

Janet Leigh made a motion, seconded by Erin Bass, to approve the resolution as recommended. The motion carried unanimously (7-0).

**ADJOURN**

There being no further business, the meeting was adjourned at 5:06 p.m.

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Suzanne M. McDonald, President

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Janet Leigh, Secretary

**BELTON ISD BOARD OF TRUSTEES  
FACILITIES COMMITTEE MINUTES  
May 12, 2021**

**Members Present:**

Ty Taggart, Chair                      Jeff Norwood                      Erin Bass

**Staff Present:**

Dr. Matt Smith                      Dr. Malinda Golden                      Mike Morgan                      Jennifer Land  
David Bennett                      Sam Skidmore                      Gabi Nino                      Elizabeth Cox  
Keith Cook                      Stephanie Ferguson                      Connie Burns                      Becca Al-Ahmadi

**Call to Order:** The meeting was called to order at 4:03 PM.

**Public Comments:** None

**Review and Discuss the Following Items:**

**A. Bond Update and Potential Bond Capacity**

Jennifer Land, Chief Financial Officer, gave an overview of the \$149,700,000 authorization from the 2017 bond issue and projected remaining funds, and Mike Morgan, Assistant Superintendent for Operations, reviewed the projects identified with projected/uncommitted remaining funds as shown below:

<b>Bond 2017 - \$149,700,000 Authorization</b>		
<b>Amount Available for 2017 Bond</b>		<b>\$155.5 million</b>
Bond Proceeds	\$151.1	
Interest Revenue	\$4.4	
Other Revenue	\$0.03	
<b>Estimated Bond Program Costs</b>		<b>\$148.3 million</b>
Administrative and Issuance Costs	\$1.7	
Lakewood Elementary Gymnasium	\$2.6	
Pittenger Fine Arts Center	\$2.2	
Charter Oak Elementary	\$20.3	
Lake Belton High*	\$121.5	
<b>Projected Remaining Funds</b>		<b>\$7.2 million</b>
<b>Committed Projects</b>		<b>\$3.2 million</b>
Playground Renovations	\$1.9	
Swim Center*	\$0.2	
Northgate Property	\$0.1	
Portables*	\$1.0	
<b>Uncommitted Remaining Funds</b>		<b>\$4.0 million</b>
Tennis Complex Upgrades	TBD	

\*Projected Costs

Jennifer Ritter, Specialized Public Finance, the District's financial advisor, gave an overview of the debt issuance process and the District's preliminary capacity as of May 12, 2021. Her

presentation included information on financing methods, unlimited tax bonds, new financing capacity, and projected capacity for elections in November 2021, May 2022 and May 2023. Ms. Ritter indicated many fast growth districts are at or near a 50 cent I&S tax rate, and Belton currently sits at a 39.68 cent I&S rate.

Mr. Norwood stated he thinks the next few November elections could be contentious and wondered if it would be wiser to push a bond election to May. Ms. Ritter agreed they could be contentious, but due to the structure and timing of bond payments, the debt capacity may be decreased.

Dr. Smith noted that how the District uses its I&S rate to plan long term is really important but realizes Belton ISD is a fast growth school district and may have capacity needs sooner.

Mr. Norwood asked if a bump in the tax rate would be seen if \$55M-75M was needed to build elementary schools or other project(s), and Ms. Ritter indicated BISD has the capacity to issue that amount without a tax increase.

In closing, Ms. Ritter discussed the impact of phasing which many school districts consider when approving bonds for multiple projects. This means the District can have a bond election for a larger amount and not issue all the bonds until later. Land purchases can occur several years out before a project begins, and selling bonds closer to when needed helps minimize overall increases.

Dr. Smith thanked Ms. Ritter and Ms. Land for their work in the past and providing the right information for future planning.

## **B. Facilities Assessment Next Steps**

Mr. Morgan updated the committee on the next steps in the facilities assessment process:

- Use ed adequacy attributes to help guide strategic planning (June)
- Develop comprehensive long range maintenance schedule (July)
- Update functional capacities based on school year 2021-2022 master schedules and summer renovations (August)
- Comprehensive campus and district facilities long range safety plan (September)
- Comprehensive campus master facilities plan (Fall)

## **C. Elementary School Design**

Dr. Malinda Golden, Deputy Superintendent, explained the last design for elementary schools was developed in 2006, and staff wanted to engage in conversation on whether the District should continue with the current design or obtain a new design for use moving forward.

Ms. Bass expressed the importance of getting outside of four walls and stated she liked the idea of more flexibility and collaborative spaces that provide opportunities to deliver learning in many ways. She thinks it would be a great idea to get a new design.

Mr. Taggart stated he likes BISD's elementary schools, but also liked the two-story model in Leander ISD with their energy efficiency and ease in maintenance (plumbing, AC, etc.). A smaller footprint would be helpful to reduce the need for more land, so he is for exploring a two-story design.

Mr. Norwood agreed the Leander ISD two-story model was nice and is already designed. That school along with the school visited in Liberty Hill, offered collaborative space built into hallways. He noted that High Point Elementary has good collaborative spaces in the pods.

Dr. Smith stated BISD has built and maintained its schools very well, but he thinks it would be great to go through the design process. Others agreed since the process hasn't been done since 2006.

Dr. Golden noted that stakeholders (students, staff and community) would be brought to the table to provide input on a new design. She went on to briefly discuss how the District's Journey of a Graduate could influence a new elementary school design concept.

The Superintendent stated that it sounds like the committee is comfortable with moving forward with the process and noted that a pool of architects was approved by the Board. The process goes from concept to construction (including design, infrastructure, and MEP – mechanical, electrical and plumbing). An elementary school costs around \$30M, so design would be about \$1.8M (6%) which he recommended come out of the \$4M uncommitted remaining funds from the 2017 bond issue.

Mr. Taggart stated he thinks a new footprint will be advantageous to the District and will help in the future as property is hard to come by.

#### **D. Construction Delivery Methods**

Erin Munoz, Eichelbaum Wardell, Hansen Powell & Muñoz, P.C., presented information regarding construction delivery methods via videoconference.

Mr. Morgan stated he intends to present a recommendation to the Board to proceed with using construction manager at risk (CMAR) as the delivery method for the District's next elementary school. It is believed that CMAR will provide the best value for BISD as it includes the construction manager in the design process and estimation of construction costs. The committee had no objection and thanked Mr. Muñoz and Mr. Morgan for the information.

#### **E. Facilities Naming Nomination Forms**

Dr. Smith presented three nominations that have been submitted:

- Name a library or school type building after James L. Burrell who was a long-time educator before he was a bus driver – hold for elementary naming process;
- Rename Tiger Field (baseball) to Tidwell Field after hall of fame Coach David Tidwell – move forward and talk to the high school (June Board meeting); and
- Name an athletic event (i.e. Big Red Relays) after Denise Petter who had a strong influence on athletics in the past – hold to discuss with principal and athletic director to explore further and develop recommendation as information is gathered.

**Issues/Concerns for Future Agenda or Administrative Reports:** None

**Adjourn:** The meeting adjourned at 5:52 PM.

**Next Meeting:** June 16, 2021, 4:00 PM

**BELTON INDEPENDENT SCHOOL DISTRICT  
BOARD WORKSHOP MINUTES  
May 17, 2021; 5:00 p.m.  
Big Red Room**

**BOARD MEMBERS PRESENT:**

Suzanne M. McDonald  
Jeff Norwood  
Janet Leigh  
Ty Taggart  
Manuel Alcozer  
Erin Bass

**BOARD MEMBERS ABSENT:**

Chris Flor

**CALL TO ORDER**

Suzanne M. McDonald, Board President, called the workshop meeting of the Belton Independent School District Board of Trustees to order at 5:00 p.m. She stated that a quorum of Board Members was present, that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**PUBLIC COMMENTS**

There were none.

**BOARD WORKSHOP: GOAL #5: MAXIMIZE OUR USE OF RESOURCES FOR BOTH CURRENT PRIORITIES AND PLANS FOR THE FUTURE.**

**A. 2021-22 Compensation and Budget Workshop**

Dr. Smith introduced the item then Jennifer Land, Chief Financial Officer, reviewed historical tax values and the annual change to the certified net taxable values. She touched on elements of the preliminary budget assumptions that the Board approved at its January 2021 meeting and updated parameters based on the latest information available.

In response to a question by Mr. Taggart, Ms. Land explained that because BISD is a fast growth school district, it receives a fast growth schools allotment near \$2M and also a new instructional facility allotment to assist with facilities and staffing. This applies only for one year for the full amount of students at a new campus, then the second year of funding is for additional students attending the campus.

Ms. Land reviewed budget projections through 2024-2025 and stated BISD may want to make some adjustments to ensure it runs where it needs to on fund balance. Dr. Smith stated he is very comfortable with where the District is right now.

Mr. Taggart asked about the cost per student, and Ms. Land indicated she will include that information in future presentations.

Dr. Smith noted that compensation is the largest part of the budget and introduced Todd Schiller, Assistant Superintendent for Human Resources, who gave an overview of the annual compensation survey process for administrators, professionals, paraprofessionals and auxiliary staff (compared to ISDs in Temple, Copperas Cove, Georgetown, Killeen, Midway and Waco). He reviewed components of the draft staff compensation plan for 2021-2022, comparing proposed pay increase models (1%, 2%, 2%B, 3% and 3%B). Mr. Schiller indicated BISD is not having difficulty hiring experienced individuals, so at this

**Belton ISD Board Workshop Meeting  
March 29, 2021 – Page 2**

time he prefers models 2%B or 3%B.

Dr. Smith stated the District is in a good position for starting salaries for teachers and wants to keep them in BISD. He expressed concern about longer tenured staff and noted that he intends to keep an eye on that. Mr. Schiller commented he is starting to see the tenure of teachers drop, but BISD is strong compared to other districts, with the teacher turnover rate below the state average.

Mr. Norwood asked how BISD will deal with tenure in the future, and Mr. Schiller stated they will need to build in retention incentives as future budgets are developed.

Mr. Alcozer stated he would like the District to be competitive in the job market, and asked how often pay is cited as a reason for leaving during exit interviews. Mr. Schiller replied it is a significant reason with paraprofessionals and auxiliary staff, but doesn't come up much with teachers. He noted that model 2%B allows BISD to be more competitive in the 0-5 year mark.

Dr. Smith stated the compensation plan will be presented for consideration in June. He would not recommend a 1% increase and will continue to look at the other options (2%, 2%B, 3% and 3%B). He also reiterated that the District needs to take a hard look at who Belton ISD is being compared to as districts vary greatly. In addition, BISD pays into social security which is another percentage decrease from pay and other districts do not. The goal is to develop a strategic plan moving forward to make sure all employee groups are paid well in order to attract and retain the best talent possible.

**ADJOURN:**

There being no further business, the meeting was adjourned at 6:01 p.m.

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Suzanne M. McDonald, President

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Janet Leigh, Secretary

**BELTON INDEPENDENT SCHOOL DISTRICT  
BOARD MEETING MINUTES  
Regular Meeting, May 17, 2021 – 6:15 p.m.  
Pittenger Fine Arts Center**

**BOARD MEMBERS PRESENT**

Suzanne M. McDonald  
Jeff Norwood  
Janet Leigh  
Ty Taggart  
Chris Flor (arrived 6:32)  
Manuel Alcozer  
Erin Bass

**BOARD MEMBERS ABSENT**

**CALL TO ORDER, MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

Suzanne M. McDonald, Board President, called the regular meeting of the Belton Independent School District Board of Trustees to order at 6:16 p.m. She stated that a quorum of Board Members was present, that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Following a Moment of Silence, Board members paid tribute to Chuck Douglas, who died unexpectedly on May 13. This year marked Chuck’s 52nd year in education, 49 of those in Belton ISD as a teacher, coach, principal, assistant athletic director and truancy officer. In addition, he helped tell the story of the Belton Tiger football team while providing color commentary for game broadcasts. He had a positive impact on children and his co-workers that will ripple through the community for generations to come.

**RECOGNITIONS**

**A. Student Showcase – Belton High School Madrigal**

Elizabeth Cox, Executive Director of Communications & Community Engagement, recognized the following students from Belton High School (BHS): seniors Robert Brown, Ethan Matous, Jouper Muring and Paul Vassar along with juniors Corban Hammonds, Will Hayes, Daniel Holcomb, Jackson Reasoner and Nick Wagner. The Madrigal Men performed “I Want It That Way” by the Backstreet Boys from the BHS Madrigal and Harmony Spring Show titled “Blast From the Past.”

**B. UIL State Solo-Ensemble State Qualifiers (Band, Orchestra & Choir)**

Erin Bass presented certificates to students from the district’s high school band, orchestra and choir programs who qualified for the UIL Texas State Solo-Ensemble contests. Students earned the opportunity to participate at the state level by receiving a Division 1 “Superior” Rating at the Region 8 Solo-Ensemble Contest. In addition to receiving the highest rating available, they also had to receive that rating on the most difficult level of music available to them. The 18 BHS band students qualifying for state included: Samuel Foreman, Michael Jones, Nicholas Sullivan, Emily Ebers, Joshua Krieg, Jacob Masters, Michael Eckert, Angel Rios-Torres, Andrew Johnson, Ethan Rasmussen, Alex Rendon, Michael Summers, Joshua Fuentes, Samuel Fothergill, Brandon Bechtel, Nolan Koloroutis, Jacob Wiley and Grayson Necessary.

Orchestra students from both of the district’s high schools also reached the state competition.

## **Belton ISD Board Meeting Minutes May 17, 2021 – Page 2**

From Lake BHS, Elana Irom qualified on violin. Bryan Barrett is the school's orchestra director. From Belton High School, Jackson Belobrajdic, Aditi Bhat, Krithika Rajesh, Maheshwari Rajesh, Gwyneth Sachsenmaier and Kara Shin qualified on violin.

BHS also had 19 choir students qualify for the state Solo-Ensemble contest: Mackenzie Bramlett, Megan Sloane, Daniel Holcomb, Preston Ramirez, Ashland Reyes, Jackson Reasoner, Joshua Martinez, Ethan Matous, Jouper Muring, Erica Aguillon, Annalysse Miller, Nicholas Wagner, Hayley Cavazos, Kaitlyn Kidd, Amy Villanueva, Sarah Millington, Rachel Schiller, Paul Vassar and Sunshine Phelps.

### **C. UIL Academics State Qualifier**

Erin Bass presented a certificate to BHS senior Gautam Ghamande who advanced to the UIL Academic State Competition in Current Issues and Events with a 2nd place finish against 32 competitors. The state competition was held in Liberty Hill on May 1 where he placed 9th in the State 6A division out of 30.

### **D. National FFA Organization State Qualifier**

Manuel Alcozer presented certificates to students from Belton FFA who qualified for the state Career Development Events (CDE) contests held at Tarleton State University, Sam Houston State University and the Stephen F. Austin Experimental Forest with one team earning state recognition. CDE contests build on what is learned in agriculture classes and encourage students to put their knowledge into practice. About 3,800 teams of about 14,000 students competed in 28 different events at the state competition.

The Environmental and Natural Resources team, including BHS seniors Julie Johnson, Luke Read, Colton Schlickeisen and Cade Wenberg, placed 3rd at state. Luke Read and Cade Wenberg placed 1st and 2nd, respectively, as individuals.

Other teams and members included: Homesite Evaluation (BHS students Hana Erskine, Anthony Jones, Kelton McBride and Rawan Tarabeh); Land (Emma Canales, LBHS; Carter Hitt, LBHS; Alexis Lisenbe, BHS; and Avery Jones, LBHS); Milk Quality and Products (Rachel Mahan, BHS; Veronica Morales, BHS; Josh Roberts, BHS; and Emma Winkler, Belton New Tech); Nursery/Landscape (BHS students Thomas Gallaway, Aimee' Jones, Sarah Mikeska and Brooke Moger) and Wildlife (Josiah Kahler, BHS; Joseph Knox, BHS; and Brady Scott, Belton New Tech).

### **E. Texas Bioscience Institute Graduates**

Janet Leigh presented certificates to Jocelyn Aguirre, Benjamin Broom, Joseph Dominguez, Lexi Marshall, Loris Mendoza, Ashley Perrier, Riley Suiter, Drew Vuong, Lysie Ware, Aimee Jones and Brandt Menzie. These students were recognized in a special Silver Cording Ceremony held by Temple College on April 27 for completing dual credit coursework in the Texas Bioscience Institute (TBI) Middle College program. The TBI Middle College program is a partnership with Temple College that allows qualified Belton ISD students to enroll in rigorous STEM-focused dual credit coursework in their junior and senior years of high school. Nine of these students have also qualified to receive an associate of arts degree from Temple College in May.

### **F. Temple Rotary Educators of the Month**

Jeff Norwood presented a certificate to Eric Regier<sup>148</sup> who was chosen for this honor for the month

## **Belton ISD Board Meeting Minutes May 17, 2021 – Page 3**

of April. Eric serves as an Algebra I Teacher at BHS. He is in his 9th year in education and his 3rd year with Belton ISD.

Jeff Norwood presented a certificate to Raquel Mungia who was chosen for this honor for the month of May. Raquel serves as a 3rd grade bilingual teacher at Charter Oak Elementary. She is in her 17th year in education and her 8th year with Belton ISD.

### **ADMINISTER OATH OF OFFICE TO BOARD MEMBERS – ERIN BASS AND CHRIS FLOR**

Connie Burns administered the Oath of Office to Erin Bass (Area 2) and Chris Flor (Area 4). Both indicated they are excited to serve the next three years.

### **SUPERINTENDENT'S REPORT**

#### **1. May 2021 Report**

Dr. Smith reported that the District has 12,839 students as of May 13, which is 2 more than reported at the last Board meeting. Highlights included awards ceremonies, Every Kid a Winner awards, student learning and performances and staff appreciation days.

Ms. Cox gave an overview of graduation set to take place on June 10 at Tiger Field at 8:00 am (BHS #1), 10:00 am (New Tech) and 12:00 pm (BHS #2).

Ms. McDonald asked about the Board's participation, and Ms. Cox indicated the Board will be on stage during the ceremonies and can participate as desired.

#### **a. BISD Safety and Mitigation Strategies for COVID-19**

Dr. Smith gave an overview of the District's strategies based on guidance, orders and recommendations from health officials to include the CDC and TEA. He explained that the reason he wants to continue these strategies is to keep students and staff in school to let them continue experiences they missed out on last year. If they unmask now, he thinks more students and staff would be sent home due to contact tracing. Dr. Smith stated the District wants to continue to move forward and reviewed details of the May 12 announcement: BISD will remain in Scenario 2 for the remainder of the school year, with masks optional at outdoor activities, and masks required inside BISD facilities through June 13. Effective June 14, BISD would move to Scenario 1 where masks would be optional inside facilities and on all BISD grounds. They will continue to monitor guidance, orders, recommendations and data.

- Ms. McDonald stated she is happy to see the CDC recommendation that schools understood that they should remain masked until the end of the school year.
- Mr. Taggart commented that if wearing masks allows students to finish out the year and not have to miss out on end-of-year events, then he supports it. He expressed appreciation to staff and having had the ability to get through athletic/fine arts seasons and events this year as a result of thoughtful planning, guidance and hard work by employees and teachers.
- Mr. Flor asked if any action would be needed to go to Scenario 1, and Dr. Smith indicated the District's legal counsel said it's not necessary since the effective date is beyond the school year. Mr. Flor echoed the remarks of Mr. Taggart and talked about the importance of taking care of staff.
- Mr. Alcozer thanked Dr. Smith for his leadership throughout the pandemic and commended the Board for hiring him.

**Belton ISD Board Meeting Minutes  
May 17, 2021 – Page 4**

Dr. Smith expressed thanks to his staff for navigating through all of this, and though everyone is ready to move on, they want to get through this school year first.

**b. COVID-19 Update – Action Items Taken Under Resolution Adopted March 17, 2020 in Response to the COVID-19 Pandemic**

There were no resolutions to present at this time.

**PUBLIC COMMENTS**

The following individuals spoke in favor of the District removing the mask mandate and to allow parental choice:

- Brandon Kendrick, 8316 Split Trail Cove, Temple
- Brayden Kendrick (child), 8316 Split Trail Cove, Temple
- Richard Easley, 11713 Roselle Drive, Belton
- Roxy Gauthier (child), 2515 Inca Drove Drive, Temple
- Andrea Gauthier, 2515 Inca Dove Drive, Temple
- Evan Gauthier (child), 2515 Inca Dove Drive, Temple
- Martin Friesen, 5337 Fenton Lane, Belton
- Shawn Clutter, 3354 Cathy Lane, Belton
- Evan Hall (student at New Tech), 3205B River Place Drive, Belton
- Brandon Hall, 3205B River Place Drive, Belton

The following individuals spoke about other topics:

- Christina Wilson, 5105 Fenton Lane, Belton, in addition to speaking in favor about removing the mask mandate, commented about the way people are being treated for refusing to get the COVID-19 vaccine and cited reports of deaths resulting from the COVID-19 vaccine.
- Brenda Howard, 5613 Hamlet Drive, Belton, stated she is against civics and critical race theory being taught in BISD; she provided the Board and Superintendent with a copy of the book *Fault Lines, The Social Justice Movement and Evangelicalism's Looming Catastrophe*.
- Monica Daigrepoint-Windham, 13208 Buoy Drive, Temple, stated people can't be forced to get the COVID-19 vaccine or to wear masks and also does not want critical race theory to be taught in BISD.
- Kristen Chapa, 463 Westfield Boulevard, Temple, spoke about the COVID-19 vaccine.
- Sandra Perez, 7099 Water Supply Road, Temple, commented about abuse and tyranny.
- Janet Brown, 5 Branding Iron Drive, Belton, spoke about abuse of masking children.
- Rachael Craig, 2610 Garden Brook Trail, Belton, spoke about the use of cell phones by students during school and the distractions it creates, based on her experience while working as a substitute teacher for BISD.

**CLOSED SESSION (TEXAS GOVERNMENT CODE, SUBCHAPTERS D AND E)**

A. Personnel – Texas Government Code, Section 551.074

The Board convened in closed session at 7:52 p.m.

**RECONVENE IN OPEN SESSION**

The Board reconvened in open session at 8:24 p.m.

**ACTION ITEMS**

**A. Consider, Discuss, and Take Appropriate Action Regarding Reorganization of the Board**

Ms. McDonald asked for nominations for officers.

Erin Bass made the motion for Jeff Norwood to serve as President, Ty Taggart to serve as Vice President, and Manuel Alcozer to serve as Secretary. The motion was seconded by Janet Leigh and carried unanimously (7-0).

**B. Consider, Discuss, and Take Appropriate Action Regarding the Employment of Administrative Employees**

Todd Schiller, Assistant Superintendent of Human Resources, identified Kim Winters, who is being recommended to serve as Principal of Belton New Tech High School @ Waskow (replacing Jennisty Thomason).

Suzanne M. McDonald made a motion, seconded by Ty Taggart, to accept the Superintendent's recommendation regarding the selection of District personnel, and the addition of new personnel as presented. The motion carried unanimously (7-0).

**C. Consider, Discuss, and Take Appropriate Action Regarding the Adoption of Pre-K Instructional Materials**

Dr. Deanna Lovesmith, Assistant Superintendent of Teaching & Learning, explained EFA(LEGAL) and Texas Administrative Code 66.104 require that the Board of Trustees select instructional materials in an open meeting. The State Board of Education (SBOE) is responsible for issuing a proclamation to call for new instructional materials which lists the subject areas to be reviewed and the schedule. Proclamation 2021, issued by the SBOE in June 2019, called for instructional materials for Pre-Kindergarten in English and Spanish. The adoption of materials must address the following areas: (1) Social & Emotional, (2) Language & Development, (3) Emergent Literacy Reading, (4) Emergent Literacy Writing, (5) Math, (6) Science, (7) Social Studies, (8) Fine Arts, (9) Physical Development and (10) Tech Apps.

She introduced Vicki Dean, Director of Accountability & Professional Learning, who outlined the instructional materials selection process and committee recommendations. She expressed thanks to the staff of BECS for their work and presented the following list of State adopted materials recommended by the committee:

- Pre-K On My Way, Scholastic, Inc.
- Pre-K On My Way en Español, Scholastic, Inc.
- Scholastic classroom libraries, supplemental resource
- CIRCLE Pre-K Curriculum by Children's Learning Initiative @ The University of Texas Health Science Center at Houston
- The component Build a Mat Man supplemental Emergent Writing component from the Get Set for School program by Learning Without Tears

In addition, the campus will continue to use Conscious Discipline to support student social and emotional learning and behavior support. The total cost to provide Pre-K instructional materials for each classroom is \$88,841 with funding through the Instructional Materials Allotment (IMA). Future material needs to address growth will also be planned through IMA.

**Belton ISD Board Meeting Minutes  
May 17, 2021 – Page 6**

Mr. Taggart stated he recently toured BECS and loved to see what they are doing for kids. Ms. Bass commented that her children attended BECS and were prepared for kindergarten when they left the school.

Ty Taggart made a motion, seconded by Janet Leigh, to approve the adoption and purchase of Pre-K instructional materials as presented. The motion carried unanimously (7-0).

Dr. Smith expressed thanks to Dr. Lovesmith, Ms. Dean and the BECS team for their work on this item.

**D. Consider, Discuss, and Take Appropriate Action Regarding Selection of Construction Delivery Method for Construction of a New Elementary School**

The Superintendent explained this topic was discussed in-depth at the facilities committee meeting and is being presented to get BISD prepared for when it is time to move forward in the future.

Mike Morgan, Assistant Superintendent for Operations, stated BISD is a fast growth district gaining on average more than 360 new elementary students per year. The District must consider all strategies to manage the significant growth and provide exceptional learning opportunities for students. The design process for a new elementary school prototype is necessary to allow the District to move forward at the appropriate time when construction of new schools are possible.

After consulting with peer fast growth districts, industry experts and BISD legal counsel, staff believes it is the best interest of the District to involve a general contractor in the design process for a new elementary school. The Board is required to select the method of procurement for any construction project, and the delivery method that best supports having the general contractor as part of the design team is the Construction Manager at Risk (CMAR) method.

Mr. Morgan went on to explain that the District must also choose the most appropriate method to select the CMAR. He recommended the Board approve the proposed Resolution choosing CMAR as the delivery method for design and construction of BISD's next new elementary school and delegating authority to the Superintendent to determine the method to choose the CMAR which will be presented to the Board at a later date.

Mr. Flor agreed this is smart so the District can have a good idea of what a new elementary school would cost and it's wise to start the design process now since it has to be done.

Mr. Morgan indicated the Board would also consider approval of an architect at a future meeting from a list of architects approved at the meeting in March 2021.

Ty Taggart made a motion, seconded by Chris Flor, to approve the Resolution choosing Construction Manager at Risk as the delivery method for design and construction of BISD's next new elementary school and delegating authority to the Superintendent to determine the method to choose the CMAR which will be presented to the Board for consideration at a later date. The motion carried unanimously (7-0).

**Belton ISD Board Meeting Minutes**  
**May 17, 2021 – Page 7**

**REPORTS**

**A. Secondary Schools’ Bell Schedules Report**

Dr. Smith introduced Arturo Lomeli, Executive Director of Campus Leadership, Secondary, who updated the Board on secondary bell schedules for the next school year.

Ben Smith, BHS Principal, shared the proposed plan with the Board and its alignment with the Journey of a Graduate. The following modified block schedule was presented:

<b>Modified Block: 50/100 Minute Classes</b>			
<b>1st</b>	8:50 - 9:40		50 Minutes
<b>2nd/5th</b>	9:45 - 11:25		100 Minutes
<b>3rd/6th</b>	11:30 - 1:45		
	11:30 - 12:00	A Lunch	
	12:05 - 1:45	<b>Class</b>	100 Minutes
	11:30 - 12:20	<b>Class</b>	50 Minutes
	12:20 - 12:50	B Lunch	
	12:55 - 1:45	<b>Class</b>	50 Minutes
	11:30 - 1:10	<b>Class</b>	100 Minutes
	1:15 - 1:45	C Lunch	
<b>4th/7th</b>	1:50 - 3:30	<b>Pledges/Moment of Silence</b>	100 Minutes
<b>8th</b>	3:35 - 4:25		50 Minutes

Jill Ross, Principal of Lake Belton High School, discussed feedback from parents and students from ThoughtExchanges.

Kris Hobson, Lake Belton Middle School, talked about the proposed middle school schedule:

<b>Middle School (50 minute classes every day)</b>							
<b>1st</b>	8:10-9:00						50 Minutes
<b>2nd</b>	9:05-10:00	<i>Pledges/Moment of Silence Announcements</i>					55 Minutes
<b>3rd</b>	10:05-10:55						50 Minutes
<b>4th</b>	6th Grade		7th Grade		8th Grade		
	Lunch	11:00-11:30	Class	11:00-11:50	Class	11:00-11:50	80 Minutes
	Enrich	11:35-12:05	Lunch	11:55-12:25	Enrich	11:55-12:25	
	Class	12:10-1:00	Enrich	12:30-1:00	Lunch	12:30-1:00	
<b>5th</b>	1:05-1:55						50 minutes
<b>6th</b>	2:00-2:50						50 Minutes
<b>7th</b>	2:55-3:45						50 Minutes

Ms. McDonald thanked the group for taking a look into this and ensuring the best for students.

Mr. Flor asked how the proposed high school bell schedule differs from the current schedule, and Ms. Ross stated the proposal is what LBHS used this year. The BHS schedule was slightly different, and Mr. Smith elaborated on the differences that were in place for this year’s schedule at BHS. He indicated the model that LBHS was using made the most sense to them and it will be good to use the same schedule for all high schools (including New Tech).

**Belton ISD Board Meeting Minutes**  
**May 17, 2021 – Page 8**

Ms. Leigh stated she understand the schedules implemented this year were developed to try to meet the needs of students and staff at the beginning of the pandemic, but she has talked to teachers who are relieved that the block schedule is going to be kept.

Dr. Smith thanked all for diving into this and stated he thinks they have developed a good plan moving forward.

**B. Virtual School Update**

Gabi Nino, Executive Director of Campus Leadership, Elementary, provided the Board with an update on virtual school planning for the 2021-2022 school year. She indicated the goal is to provide exceptional experiences with options aligned to students' needs and to create an environment where students and staff are thriving.

Ms. Nino reviewed the process timeline and the outcomes from an interest survey which resulted in 1,015 responses and of those, 288 were interested (28.4%) in virtual learning for the future and 727 were not (71.6%). She identified the differences that would be experienced by students/family and staff in a virtual learning environment and the instructional experience that follows. Next steps include teacher information and input sessions, a website launch, student pre-enrollment, course offerings finalized and parent/student information sessions. She indicated they would like to have a strong plan in place in the event the District wants to go down this path after the legislative session concludes.

Ms. McDonald asked if this would be available for all grade levels, and Ms. Nino indicated they will need to narrow the program based on the community's needs and are being very intentional in determining where it is needed.

Ms. Leigh confirmed that teachers will not be teaching in person and virtually at the same time, and Ms. Nino indicated that is correct. There will be a process with teachers to determine their interest in teaching virtually.

Ms. Alcozer asked if a student has to remain in a virtual learning environment if selected, and Ms. Nino stated they are asking for a commitment in advance.

Ms. Bass inquired about students in special programs or those who have a 504 plan, and Ms. Nino indicated the program would be available to those students. Consultation with an ARD committee would be included to review students' needs to determine where their needs are best met.

Ms. Leigh asked about the implications on GPA, and Ms. Nino stated they will work through all of those challenges.

Dr. Smith thanked Ms. Nino and reminded the Board this is not a done deal. They are just exploring the idea and will begin hosting teacher sessions tomorrow.

**C. Elementary and Secondary School Emergency Relief (ESSER) III Funds Report**

Jennifer Land, Chief Financial Officer, gave a brief report on this grant intended to address the impact of COVID-19 on elementary and secondary schools and what it means to BISD. Currently \$11.1M has been identified for BISD, and of that, \$7.4M is available now from TEA.

## **Belton ISD Board Meeting Minutes May 17, 2021 – Page 9**

An application for the funds has to be filed by late July and the District must submit a plan that identifies how the funds will be utilized. The additional \$2.7M will be made available at a later date, and the availability period is from March 13, 2020-September 30, 2024. Ms. Land presented the following list of allowable expense categories:

- Mental health services and behavior supports
- Extended instructional time, high-dosage tutoring, and summer learning
- Staffing and professional development
- Facilities and sanitation equipment, supplies and training for safe return to school
- Technology devices, infrastructure upgrades, and other digital tools
- *\*\*At-Least 20% of Funds Dedicated to “Learning Loss” Activities \**

Ms. Land stated planning meetings are underway with the cabinet and leadership team and input will be solicited from external stakeholders. A public hearing is scheduled for the June Board meeting and a plan will be presented at the July Board meeting for consideration and ultimate submission to the TEA.

Ms. McDonald asked about the “learning loss” activities, and Ms. Land explained the concept behind these funds is trying to close the gap. Dr. Smith stated every student has experienced an impact on their learning experience due to COVID-19, so you will hear them talk more about enriching students’ learning experience rather than learning loss.

### **D. Summer Academic Learning Report**

Dr. Deanna Lovesmith gave an overview of offerings in each of the following programs open to students at no cost: Elementary Program, Elementary Challenge Program, Middle School Program, HS Program, Bilingual Program and Gifted Program. She noted that these programs were expanded to all students, not just students struggling in the current school year.

### **E. Facilities Committee Report**

Chair Ty Taggart gave a report on the Facilities Committee Meeting held on May 12, 2021, that included review and discussion of the following items:

1. Bond Update and Potential Bond Capacity
2. Facilities Assessment Next Steps
3. Elementary School Design
4. Construction Delivery Methods
5. Facilities Naming Nomination Forms

### **F. Policy Committee Report**

Chair Manuel Alcozer gave a report on the Policy Committee Meeting held on April 5, 2021, that included review and discussion of the following items:

1. TASB Policy Review Discussion
2. FFAC(LOCAL): Wellness and Health Services – Medical Treatment – 1st Reading
3. EIC(LOCAL): Academic Achievement/Class Ranking – Learning/Study

## **CONSENT AGENDA – CONSIDER AND TAKE APPROPRIATE ACTION**

### **A. Minutes of Previous Meetings:**

1. April 5, 2021 Policy Committee Meeting – Approve
2. April 14, 2021 Facilities Committee Meeting – Approve
3. April 19, 2021 Workshop Meeting – Approve<sup>155</sup>

**Belton ISD Board Meeting Minutes  
May 17, 2021 – Page 10**

- 4. April 19, 2021 Regular Meeting – Approve
- B. Unaudited Financial Report for the Month Ending April 30, 2021** – Approve report
- C. Gifts, Grants, and Bequests** – List provided for information only; no action required
- D. Budget Amendment #8 for 2020-2021** – Approve
- E. Expenditures Over \$50,000**
  - 1. Renaissance Learning Software License Renewals – Approve the purchase as presented at a total cost of \$167,898 through TASB BuyBoard cooperative with funds allocated in the 2021-22 budget.
  - 2. Emergent Tree – Approve the purchase as presented at a total cost of \$89,680 with funds allocated in the 2021-22 budget.
  - 3. Suspension Netting System – Approve Nets of Texas to install two netting systems at BHS (one at each baseball and softball field) in a cost not to exceed \$103,700 with funds allocated in the 2021-22 budget.
- F. Supply, Equipment, and Service Bids**
  - 1. RFP #2104-275-258 for School Photography Services – Approve Life Touch to provide services for elementary campuses and Photo Texas Photography for all other areas. The contract will be effective through June 15, 2022 with the option of three automatic renewals, one year at a time.
- G. Revision to FFAC(LOCAL): Wellness and Health Services – Medical Treatment – 2nd Reading** – Approve

Ty Taggart made a motion, seconded by Erin Bass, to approve the consent agenda items as presented. The motion carried unanimously (7-0).

**BOARD REQUESTS FOR NEW INFORMATION AND/OR REPORTS**

Ms. McDonald asked about new badges for the Board.

**CALENDAR OF EVENTS**

Mr. Norwood reminded the Board of the following upcoming events:

<b>Date</b>	<b>Event</b>
Friday, May 21	Admin Employee Appreciation Lunch
Friday, June 4	Retirees' Lunch at 12:00 pm at BHS Bleachers
Thursday, June 10	Graduation Day

**ADJOURN**

There being no further business, the meeting was adjourned at 9:52 p.m.

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Jeff Norwood, President

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Manuel Alcozer, Secretary

**BELTON INDEPENDENT SCHOOL DISTRICT  
SPECIAL BOARD MEETING MINUTES  
May 24, 2021; 7:30 a.m.  
Pittenger Fine Arts Center**

**BOARD MEMBERS PRESENT**

Jeff Norwood  
Ty Taggart  
Manuel Alcozer  
Suzanne M. McDonald  
Janet Leigh  
Chris Flor  
Erin Bass

**BOARD MEMBERS ABSENT**

**CALL TO ORDER**

Jeff Norwood, Board President, called the special meeting of the Belton Independent School District Board of Trustees to order at 7:33 a.m. He stated that a quorum of Board Members was present, that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**PUBLIC COMMENTS**

- Letisha Lerma, 1521 Rusty Spur Road, Temple, requested the District follow the Governor's order to continue wearing masks until June 4, 2021.
- Christina Wilson, 5105 Fenton Lane, Belton, expressed thanks to the Board for listening to the concerns of others and taking their comments into consideration.

**CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION REGARDING COVID-19 SAFETY AND MITIGATION STRATEGIES**

**A. Administrative Recommendation to Make Mask Wearing Optional Effective May 25, 2021, Pursuant to Executive Order GA 36 by Governor Abbott**

Dr. Smith explained that the reason for this meeting is to present a recommendation to make mask wearing optional effective May 25, 2021 pursuant to the Governor's Executive Order GA-36 issued last week. He noted that the District's mitigation strategies have worked and allowed the District to have every school open for face-to-face learning the entire school year. On May 12, BISD announced its intention to continue the mask requirement inside facilities through the end of the school year and to make masks optional in buildings beginning June 14. The Governor's Executive Order announced on May 18 took away local decision making authority and created a conflict with current guidance from local health authority and the Texas Education Agency. The Governor's order also further complicated the issue because it requires the removal of mask requirements prior to the end of BISD's school year.

Dr. Smith expressed frustration for misalignment from the CDC, TEA, and the State, but stated he has to make the best decision possible at this point. Since September, the District's goal has been to focus on exceptional learning and to have as many students face-to-face as possible. He stated he hopes that the decision to make masks optional on May 25 will support school staff to better focus on the main task at hand of creating

**BISD Special Board Meeting Minutes**  
**May 24, 2021 – Page 2**

exceptional experiences for students as the year closes out. Dr. Smith encouraged families to engage in thoughtful discussion regarding their decision to wear masks for the remainder of the school year and indicated contact tracing practices and notifications will continue through the last day of school.

Ms. Leigh stated it is encouraging that there are currently no positive cases in BISD, and noted that it is important for others to respect and give dignity to the choices of students, parents and staff.

Mr. Flor stated he understands that making masks optional lifts the burden from administrators and acknowledged that moving the date to June 4 creates difficulty for administrators. The recommendation at the May 17 Board meeting was to keep the mask requirement until the end of the school year, so the only thing that has changed is the Governor's order.

Ms. McDonald stated the emphasis driving this is the Governor's order that school districts no longer mandate masks after June 4 or they could face some monetary repercussion. She doesn't think the District wants to oppose anything that causes financial burden.

Dr. Smith stated that he does not like this recommendation and feels like school districts have been put in a position to do it now or do it June 4. Management of this issue is a challenge for schools and the Governor's order has put the District in a challenging spot for the rest of the year and he would like BISD to focus on what's best for kids.

Ms. McDonald commented that it's not easy to sit on the dais and accept ridicule, but she expressed thanks to the Board, the Superintendent and staff, for all of the hard work that's been done all year.

After also expressing frustration with the Governor's order not being in alignment with medical professionals, Mr. Taggart stated he will support Dr. Smith's recommendation.

Ms. Bass echoed Ms. McDonald's remarks, and added thanks to cafeteria staff, students, and parents, for sticking with it and complying all year.

Suzanne M. McDonald made a motion, seconded by Ty Taggart, to make mask wearing optional effective May 25, 2021, pursuant to Executive Order GA 36 by Governor Abbott. The motion carried by a vote of 6-1, with Chris Flor voting in opposition.

**ADJOURN**

There being no further business, the meeting was adjourned at 7:51 a.m.

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Jeff Norwood, President

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Manuel Alcozer, Secretary

**Belton Independent School District**  
***Board of Trustee Meeting Agenda Item***  
***June 21, 2021***

**Item:** Unaudited Financial Report for the Month Ending May 31, 2021

**Contact Person:** Jennifer Land

**Presented for:** Action  Report Only

**Supporting Documents:** None  Attached  Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

It has been Board procedure to review and approve the Monthly Financial Report and Investment Report for the District. The financial reports represent the estimated status of revenue and expenditures at the close of the prior month for the General Fund 199, the Child Nutrition Fund 240 & 242, the Capital Projects Fund 699, and the Debt Service Fund 599. These are unaudited figures and an independent financial audit will be performed for the period ending August 31, 2021 and presented under separate cover.

The monthly investment report provides information on District accounts including balances and investment transactions as of the close of the noted month. CDA(Legal).

Additional information is provided on tax collections and student average daily attendance (ADA). The tax year is October 1 to September 30.

**Fiscal Implications:**

The Board adds to its working knowledge of the total school program through the review of these reports.

**Administrative Recommendation(s):**

Accept the monthly financial and investment report.



# FINANCIAL STATEMENTS & INVESTMENT REPORT

## TABLE OF CONTENTS

### Description

- Financials - Unaudited Statements of Revenues and Expenditures
  - General Operating - 199
  - School Nutrition - 240 & 242
  - Capital Outlay - 699
  - Debt Service - 599
  
- Tax Collection Report
  
- Cash Flow Report
  
- Average Daily Attendance
  
- Investment Report - Monthly

<b>BELTON ISD</b>								
<b>Statement of Unaudited Revenues and Expenditures Budget VS. Actual</b>								
<b>General Operating Fund - Fund 199</b>								
<b>Period Ending May 31, 2021</b>								
	<b>Adopted</b>	<b>Amended</b>		<b>Y-T-D Actual</b>		<b>Balance</b>	<b>Percent</b>	<b>Prior Yr</b>
	<b>Budget</b>	<b>2020-21</b>					<b>of Total</b>	<b>Period</b>
<b>Revenues</b>								
Local Sources	39,849,774	39,849,774	0.00%	39,276,275		573,499	98.6%	96.8%
State Sources	82,992,226	82,992,226	0.00%	51,198,250		31,793,976	61.7%	65.6%
Federal Sources	2,434,500	2,434,500	0.00%	2,372,428		62,072	97.5%	83.3%
<b>Total Revenues</b>	<b>125,276,500</b>	<b>125,276,500</b>	<b>0.00%</b>	<b>92,846,953</b>		<b>32,429,547</b>	<b>74.1%</b>	<b>76.3%</b>
<b>Expenditures</b>								
				<b>Expenditures</b>	<b>Encumbrances</b>			
Instruction-11	72,140,988	73,362,783	1.69%	50,427,974	1,693,861	21,240,948	71.0%	71.8%
Instructional resources & media -12	1,733,589	1,736,029	0.14%	1,177,054	32,547	526,427	69.7%	74.9%
Curriculum & staff development-13	3,748,364	3,748,691	0.01%	3,094,641	10,377	643,674	82.8%	68.0%
Instructional leadership-21	2,298,886	2,339,138	1.75%	1,584,043	10,522	744,573	68.2%	56.4%
School leadership-23	7,381,216	7,361,740	-0.26%	5,712,795	34,981	1,613,964	78.1%	73.6%
Guidance, counseling, & evaluation - 31	5,359,271	5,357,610	-0.03%	4,103,137	4,788	1,249,685	76.7%	73.9%
Social work services-32	373,221	374,882	0.45%	331,184	-	43,698	88.3%	87.2%
Health services-33	2,088,690	2,037,241	-2.46%	1,575,445	1,863	459,933	77.4%	69.7%
Student transportation-34	4,904,142	4,919,142	0.31%	3,902,777	114,566	901,799	81.7%	84.0%
School Nutrition-35	-	-	0.00%	-	-	-	0.0%	0.0%
Cocurricular/extracurricular -36	6,398,602	6,541,479	2.23%	3,963,053	381,200	2,197,227	66.4%	76.4%
General administration-41	3,950,862	3,905,715	-1.14%	2,608,919	43,012	1,253,784	67.9%	66.1%
Plant maintenance and operations-51	12,905,493	13,441,179	4.15%	8,961,251	1,653,427	2,826,501	79.0%	79.9%
Security and monitoring services-52	1,330,143	1,337,282	0.54%	1,107,322	16,077	213,883	84.0%	66.0%
Data processing services-53	3,187,568	3,154,864	-1.03%	1,969,234	242,254	943,376	70.1%	68.0%
Community services-61	9,950	9,950	0.00%	5,471	-	4,479	55.0%	88.3%
Debt Service-71	934,200	2,297,200	145.90%	2,262,732	-	34,468	98.5%	52.8%
Facilities acquisition & construction - 81	-	-	0.00%	-	-	-	0.0%	0.0%
Payments to fiscal agent - 93	-	-	0.00%	-	-	-	0.0%	0.0%
Payments to JJAEP-95	15,000	15,000	0.00%	9,724	-	5,276	64.8%	38.8%
Tax Increment - 97	125,000	125,000	0.00%	119,039	-	5,961	95.2%	96.5%
Intergovernmental Charges-99	615,000	615,000	0.00%	436,409	-	178,592	71.0%	93.8%
<b>Total Expenditures</b>	<b>129,500,185</b>	<b>132,679,925</b>	<b>2.46%</b>	<b>93,352,203</b>	<b>4,239,476</b>	<b>35,088,247</b>	<b>73.6%</b>	<b>72.6%</b>
<b>Non-Operating Revenue &amp; Expenditure</b>								
	<b>Budget Basis</b>			<b>Y-T-D Actual</b>				
Other resources	0	500,000						
Other uses	0							
<b>Total Non-Operating</b>	<b>0</b>	<b>500,000</b>		<b>0</b>				
<b>Fund Balance (audited), 8-31-2020</b>	<b>37,713,692</b>			<b>37,713,692</b>				
<b>Fund Balance, Ending</b>	<b>33,490,007</b>			<b>32,968,967</b>				

<b>BELTON ISD</b>							
<b>Statement of Unaudited Revenues and Expenditures Budget Vs. Actual</b>							
<b>Child Nutrition - Fund 240, 242</b>							
<b>Period Ending May 31, 2021</b>							
	<b>Adopted</b>	<b>Amended</b>	<b>Y-T-D Actual</b>		<b>Balance</b>	<b>Percent</b>	<b>Prior Yr</b>
	<b>Budget</b>	<b>2020-21</b>				<b>of Total</b>	<b>Period</b>
<b>Revenues</b>							
Local Sources	1,424,000	724,000	482,171		241,829	66.6%	98.8%
State Sources	30,000	30,000	151,319		(121,319)	504.4%	80.7%
Federal Sources	2,800,000	4,005,000	3,097,230		907,770	77.3%	90.1%
<b>Total Revenues</b>	<b>4,254,000</b>	<b>4,759,000</b>	<b>3,730,720</b>		<b>1,028,280</b>	<b>78.4%</b>	<b>93.0%</b>
<b>Expenditures</b>			<b>Expenditures</b>	<b>Encumbrances</b>			
Food Services, Child Nutrition	5,876,540	6,381,540	4,689,980	240,147	1,451,413	77.3%	91.3%
<b>Total Expenditures</b>	<b>5,876,540</b>	<b>6,381,540</b>	<b>4,689,980</b>	<b>240,147</b>	<b>1,451,413</b>	<b>77.3%</b>	<b>91.3%</b>
<b>Non-Operating Revenue &amp; Expenditure</b>	<b>Budget Basis</b>		<b>Y-T-D Actual</b>				
Other resources	0		0				
Other uses	0		0				
<b>Total Non-Operating</b>	<b>0</b>		<b>0</b>				
<b>Fund Balance (audited), 8-31-2020</b>	<b>725,910</b>		<b>725,910</b>				
<b>Fund Balance, Ending</b>	<b>-896,630</b>		<b>-473,498</b>				

<b>BELTON ISD</b>							
<b>Statement of Unaudited Revenues and Expenditures Budget Vs. Actual</b>							
<b>Capital Outlay - Fund 6XX</b>							
<b>Period Ending May 31, 2021</b>							
		<b>Amended</b>	<b>Y-T-D Actual</b>		<b>Balance</b>	<b>Percent</b>	<b>Prior Yr</b>
	<b>Budget</b>	<b>2020-21</b>				<b>of Total</b>	<b>Period</b>
<b>Revenues</b>							
Local Sources	-	-	14,490		(14,490)	0.0%	0.0%
State Sources	7,946	7,946	2,847		5,099	35.8%	67.7%
Federal Sources	-	-	-		-	0.0%	0.0%
Bond Proceeds	-	-	-		-	0.0%	0.0%
Total Revenues	7,946	7,946	17,336		(9,390)	218%	59082.5%
<b>Expenditures</b>							
			<u>Expenditures</u>	<u>Encumbrances</u>			
11	83,386	433,319	271,423	81,803	80,093	81.5%	62.3%
12	4,000	762	761		1	99.9%	0.0%
36	5,346	80,146	74,285	-	5,861	92.7%	89.3%
41	74,980	74,980	56,889	-	18,091	75.9%	75.5%
51	1,484,680	1,460,688	748,521	482,233	229,934	84.3%	41.9%
52	93,423	95,764	94,873	-	891	99.1%	51.5%
53	-	-	-	-	-	0.0%	0.0%
71	-	-	-	-	-	0.0%	0.0%
81	2,672,632	11,280,708	4,713,147	1,319,508	5,248,053	53.5%	78.0%
Total Expenditures	4,418,447	13,426,367	5,959,899	1,883,544	5,582,924	58.4%	75.8%
<b>Non-Operating Revenue &amp; Expenditure</b>							
	<b>Budget Basis</b>		<b>Y-T-D Actual</b>				
Other resources	-	-	-				
Other uses	-	-	-				
Total Non-Operating	-	-	-				
Fund Balance (audited), 8-31-2020	13,071,554		13,071,554				
Fund Balance, Ending	8,661,053		5,245,447				

<b>BELTON ISD</b>							
<b>Statement of Unaudited Revenues and Expenditures Budget Vs. Actual</b>							
<b>Debt Service - Fund 511, 515</b>							
<b>Period Ending May 31, 2021</b>							
	<b>Adopted</b>	<b>Amended</b>	<b>Y-T-D Actual</b>		<b>Balance</b>	<b>Percent</b>	<b>Prior Yr</b>
	<b>Budget</b>	<b>2020-21</b>				<b>of Total</b>	<b>Period</b>
<b>Revenues</b>							
Local Sources	16,451,357	16,451,357	16,052,376		398,981	97.6%	97.5%
State Sources	1,699,623	1,699,623	1,898,411		(198,788)	111.7%	135.6%
Federal Sources							
<b>Total Revenues</b>	<b>18,150,980</b>	<b>18,150,980</b>	<b>17,950,787</b>		<b>200,193</b>	<b>98.9%</b>	<b>102.8%</b>
<b>Expenditures</b>			<b>Expenditures</b>	<b>Encumbrances</b>			
Debt Service	18,150,980	18,150,980	11,299,090	-	6,851,890	62.3%	68.3%
<b>Total Expenditures</b>	<b>18,150,980</b>	<b>18,150,980</b>	<b>11,299,090</b>	<b>-</b>	<b>6,851,890</b>	<b>62.3%</b>	<b>68.3%</b>
<b>Non-Operating Revenue &amp; Expenditure</b>	<b>Budget Basis</b>		<b>Y-T-D Actual</b>				
Other resources	0		16,362,936				
Other uses	0		16,164,847				
<b>Total Non-Operating</b>	<b>0</b>		<b>198,089</b>				
<b>Fund Balance (audited), 8-31-2020</b>	<b>7,037,258</b>		<b>7,037,258</b>				
<b>Fund Balance, Ending</b>	<b>7,037,258</b>		<b>13,887,044</b>				

**BELTON ISD****Combined Budget Summary - Amended**

Fund 199, 2XX, 5XX, 6XX

Period Ending May 31, 2021

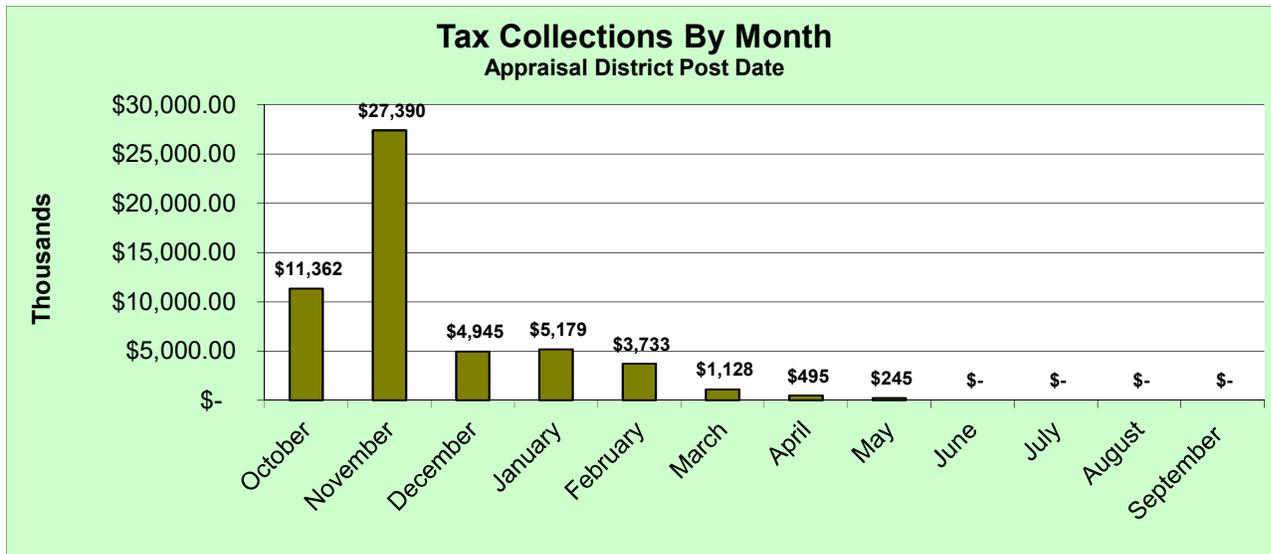
	199 General Fund	240, 242 Child Nutrition	6XX Capital Projects	5XX Debt Service	Combined Total
<b>Revenues</b>					
Local Sources	39,849,774	724,000	0	16,451,357	57,025,131
State Sources	82,992,226	30,000	7,946	1,699,623	84,729,795
Federal Sources	2,434,500	4,005,000	0	-	6,439,500
<b>Total Revenues</b>	<b>125,276,500</b>	<b>4,759,000</b>	<b>7,946</b>	<b>18,150,980</b>	<b>148,194,426</b>
<b>Expenditures</b>					
Instruction-11	73,362,783	-	433,319	-	73,796,102
Instructional resources & media -12	1,736,029	-	762	-	1,736,791
Curriculum & staff development-13	3,748,691	-	-	-	3,748,691
Instructional leadership-21	2,339,138	-	-	-	2,339,138
School leadership-23	7,361,740	-	-	-	7,361,740
Guidance, counseling, & evaluation - 31	5,357,610	-	-	-	5,357,610
Social work services-32	374,882	-	-	-	374,882
Health services-33	2,037,241	-	-	-	2,037,241
Student transportation-34	4,919,142	-	-	-	4,919,142
School Nutrition-35	0	6,381,540	-	-	6,381,540
Cocurricular/extracurricular -36	6,541,479	-	80,146	-	6,621,625
General administration-41	3,905,715	-	74,980	-	3,980,695
Plant maintenance and operations-51	13,441,179	-	1,460,688	-	14,901,867
Security and monitoring services-52	1,337,282	-	95,764	-	1,433,046
Data processing services-53	3,154,864	-	-	-	3,154,864
Community services-61	9,950	-	-	-	9,950
Debt Service-71	2,297,200	-	-	18,150,980	20,448,180
Facilities acquisition & construction - 81	0	-	11,280,708	-	11,280,708
Payments to fiscal agent - 93	0	-	-	-	-
Payments to JJAEP - 95	15,000	-	-	-	15,000
Increment Fund Payments - 97	125,000	-	-	-	125,000
Intergovernmental Charges-99	615,000.00	-	-	-	615,000
<b>Total Expenditures</b>	<b>132,679,925</b>	<b>6,381,540</b>	<b>13,426,367</b>	<b>18,150,980</b>	<b>170,638,812</b>
-					
<b>Non-Operating Revenue &amp; Expenditure</b>					
Other resources	500,000	0	0	0	500,000
Other uses	0	0	0	0	0
<b>Total Non-Operating</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500,000</b>
-					
<b>Fund Balance (audited), 8-31-2020</b>	<b>37,713,692</b>	<b>725,910</b>	<b>13,071,554</b>	<b>7,037,258</b>	<b>58,548,414</b>
-					
<b>Fund Balance, Ending</b>	<b>30,810,267</b>	<b>-896,630</b>	<b>-346,867</b>	<b>7,037,258</b>	<b>36,604,028</b>

**Tax Collection Report**

<b>Total Tax Levy</b>		<b>\$ 55,285,995</b>
<b>Percent of Levy*</b>	<b>Current Year</b>	<b>97.32%</b>
<b>Percent of Levy**</b>	<b>Current &amp; Delinquent</b>	<b>97.91%</b>
<b>Total Checks</b>		<b>\$ 54,475,394</b>
<b>Balance to Collect</b>		<b>\$ 1,154,301</b>
<b><u>Total Collections</u></b>		
<b>Current*</b>		<b>\$ 53,803,186</b>
<b>Delinquent**</b>		<b>\$ 328,508</b>
<b>Penalties</b>		<b>\$ 343,700</b>
<b><u>Other Reconciled for Posting</u></b>		
<b>Total Checks</b>		<b>\$ 54,475,394</b>

**Collections By Category**

	<b>Current</b>	<b>Delinquent</b>	<b>Penalties</b>	<b>Other</b>	
<b>Maintenance &amp; Operating</b>	38,165,077	244,716	260,018	0	
<b>Interest &amp; Sinking</b>	15,638,109	83,792	83,682	0	<b>\$ 54,475,394</b>

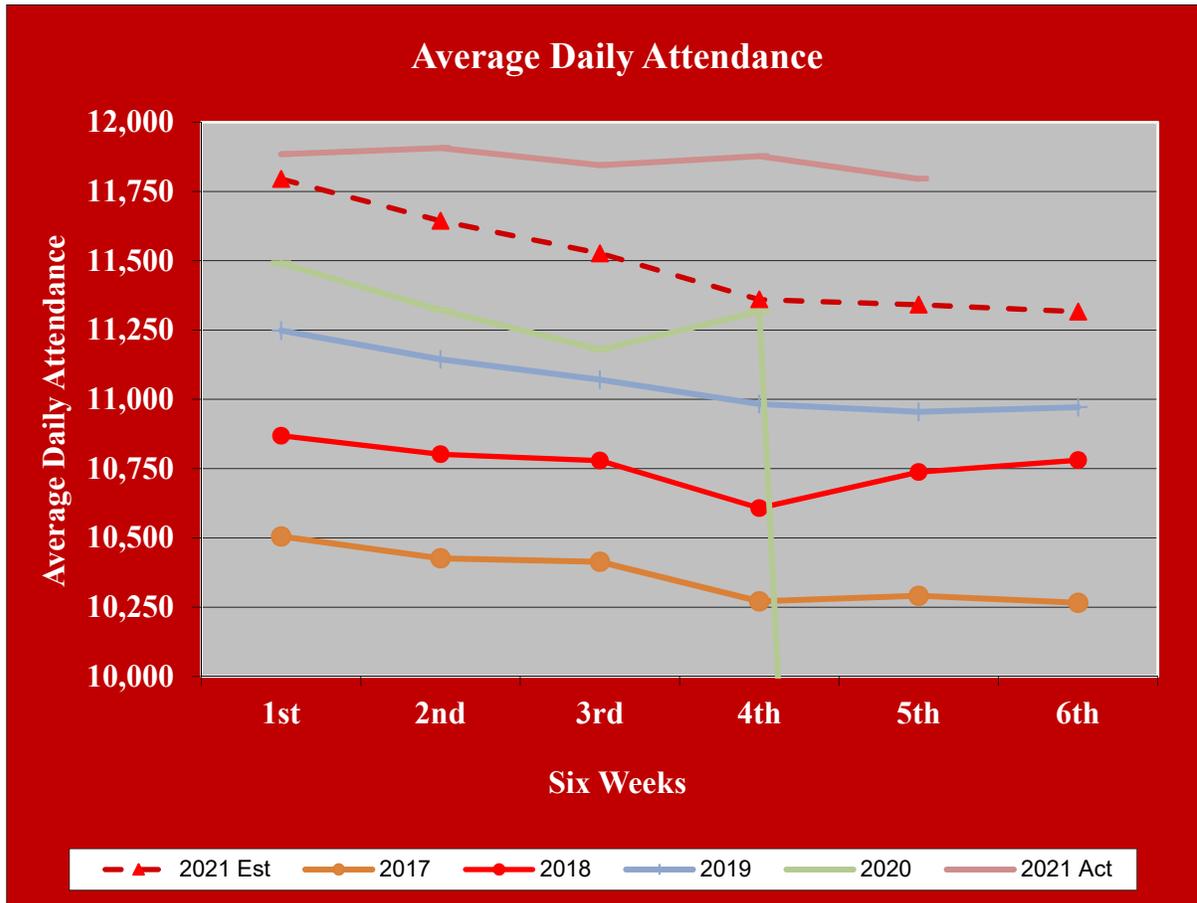


**Cash Flow Projections for BELTON ISD**

**2020-2021**

	(actual and/or projected)															
	September	October	November	December	January	February	March	April	May	June	July	August	TOTALS	BUDGET	DIFFERENCE	
x	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Projected	Projected				
<b>General Fund and Grants</b>																
<i>Beginning General Fund and School Nutrition Cash Balance</i>																
	\$ 47,065,382	\$ 53,808,938	\$ 64,167,871	\$ 81,636,276	\$ 75,977,374	\$ 70,859,909	\$ 64,087,618	\$ 56,703,048	\$ 52,600,011	\$ 47,150,454	\$ 45,296,406	\$ 45,504,221	47,079,854			
<b>RECEIPTS</b>																
Tax Collections - Current	\$ 42,999	\$ 8,017,413	\$ 19,349,864	\$ 3,456,855	\$ 3,609,581	\$ 2,597,916	\$ 698,957	\$ 286,416	\$ 148,076	\$ 241,592	\$ 169,881	\$ 92,035	\$ 38,711,584	\$ 38,347,858	\$ 363,726	
Tax Collections - Delinquent	\$ 9,660	\$ 32,476	\$ 58,749	\$ 23,348	\$ 45,868	\$ 15,224	\$ 35,917	\$ 27,506	\$ 5,627	\$ 31,125	\$ 17,727	\$ 13,514	\$ 316,743	\$ 194,166	\$ 122,577	
Penalties & Interest	\$ 15,910	\$ 11,091	\$ 26,648	\$ 36,980	\$ 22,624	\$ 34,992	\$ 67,515	\$ 39,351	\$ 20,816	\$ 46,687	\$ 26,591	\$ 20,271	\$ 369,478	\$ 291,250	\$ 78,228	
Other Local Revenue	\$ 91,110	\$ 190,413	\$ 130,454	\$ 361,450	\$ 141,060	\$ 107,311	\$ 160,186	\$ 301,120	\$ 202,249	\$ 84,708	\$ 84,708	\$ 84,708	\$ 1,939,478	\$ 1,016,500	\$ 922,978	
State Revenue - Available School Fund	\$ 180,646	\$ 365,708	\$ 521,890	\$ 528,572	\$ 163,148	\$ 163,148	\$ 778,305	\$ 331,165	\$ 365,708	\$ 388,448	\$ 388,448	\$ 388,448	\$ 4,563,635	\$ 4,661,380	\$ (97,745)	
State Revenue - Foundation	\$ 15,890,890	\$ 13,014,055	\$ 6,845,169	\$ 36,428	\$ 0	\$ 0	\$ 0	\$ 4,795,972	\$ 3,154,576	\$ 7,217,332	\$ 9,384,397	\$ 10,840,597	\$ 71,179,416	\$ 73,730,165	\$ (2,550,749)	
Other State Revenue	\$ 629,722	\$ 608,771	\$ 523,838	\$ 511,911	\$ 610,952	\$ 514,066	\$ 509,183	\$ 525,691	\$ 54,937	\$ 527,612	\$ 527,612	\$ 527,612	\$ 6,071,907	\$ 6,331,344	\$ (259,437)	
Federal Revenue	\$ 271,395	\$ 135,337	\$ 959,605	\$ 31,801	\$ 2,209,968	\$ 308,629	\$ 1,464,086	\$ 311,566	\$ 695,607	\$ 338,197	\$ 338,197	\$ 338,197	\$ 7,402,585	\$ 4,058,363	\$ 3,344,222	
Other Sources	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
<b>Total Revenue</b>	<b>\$ 17,132,333</b>	<b>\$ 22,375,264</b>	<b>\$ 28,416,218</b>	<b>\$ 4,987,345</b>	<b>\$ 6,803,200</b>	<b>\$ 3,741,286</b>	<b>\$ 3,714,149</b>	<b>\$ 6,618,787</b>	<b>\$ 4,647,596</b>	<b>\$ 8,875,701</b>	<b>\$ 10,937,562</b>	<b>\$ 12,305,382</b>	<b>\$ 130,554,824</b>	<b>\$ 128,631,026</b>	<b>\$ 1,923,798</b>	
<b>DISBURSEMENTS</b>																
Payroll	\$ 6,910,190	\$ 7,755,959	\$ 7,413,602	\$ 7,512,312	\$ 7,256,314	\$ 7,468,712	\$ 7,456,704	\$ 7,685,972	\$ 7,706,282	\$ 7,358,462	\$ 7,358,462	\$ 7,358,462	\$ 89,241,434	\$ 88,301,549	\$ (939,885)	
Payroll Benefits	\$ 1,504,799	\$ 1,649,676	\$ 1,572,104	\$ 1,583,565	\$ 1,548,148	\$ 1,590,121	\$ 1,585,567	\$ 1,631,125	\$ 878,944	\$ 1,499,846	\$ 1,499,846	\$ 1,499,846	\$ 18,043,588	\$ 17,998,152	\$ (45,436)	
Expenditures - Other Than Payroll	\$ 1,796,460	\$ 2,387,193	\$ 1,907,933	\$ 1,504,889	\$ 2,930,910	\$ 1,425,653	\$ 1,850,874	\$ 1,338,372	\$ 1,539,466	\$ 1,933,374	\$ 1,933,374	\$ 1,933,374	\$ 22,481,871	\$ 23,200,484	\$ 718,613	
<b>Total Disbursements</b>	<b>\$ 10,211,449</b>	<b>\$ 11,792,828</b>	<b>\$ 10,893,639</b>	<b>\$ 10,600,767</b>	<b>\$ 11,735,372</b>	<b>\$ 10,484,485</b>	<b>\$ 10,893,146</b>	<b>\$ 10,655,468</b>	<b>\$ 10,124,692</b>	<b>\$ 10,791,682</b>	<b>\$ 10,791,682</b>	<b>\$ 10,791,682</b>	<b>\$ 129,500,185</b>	<b>\$ 129,500,185</b>	<b>\$ (266,708)</b>	
<b>Net Change in Cash from General Fund and Grants</b>	<b>\$ 6,920,884</b>	<b>\$ 10,582,437</b>	<b>\$ 17,522,579</b>	<b>\$ (5,613,422)</b>	<b>\$ (4,932,172)</b>	<b>\$ (6,743,199)</b>	<b>\$ (7,178,997)</b>	<b>\$ (4,036,680)</b>	<b>\$ (5,477,096)</b>	<b>\$ (1,915,981)</b>	<b>\$ 145,880</b>	<b>\$ 1,513,700</b>	<b>\$ 787,931</b>			
<b>School Nutrition</b>																
<b>RECEIPTS</b>																
Food Service Activity - Local	\$ 55,521	\$ 96,028	\$ 69,502	\$ 22,136	\$ 24,946	\$ 33,108	\$ 47,561	\$ 78,517	\$ 54,852	\$ 86,303	\$ 86,303	\$ 86,303	\$ 741,080	\$ 1,424,000	\$ (682,920)	
Food Service Activity - State	\$ 9,434	\$ 12,331	\$ 15,638	\$ 15,571	\$ 12,110	\$ 17,469	\$ 17,968	\$ 50,797	\$ 0	\$ 1,818	\$ 1,818	\$ 1,819	\$ 156,774	\$ 30,000	\$ 126,774	
Food Service Activity - Federal	\$ 37,460	\$ 174,393	\$ 340,990	\$ 351,721	\$ 350,808	\$ 410,373	\$ 354,958	\$ 486,673	\$ 589,853	\$ 169,697	\$ 169,697	\$ 169,697	\$ 3,606,321	\$ 2,800,000	\$ 806,321	
Others Sources	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	
<b>Total Receipts</b>	<b>\$ 102,415</b>	<b>\$ 282,752</b>	<b>\$ 426,131</b>	<b>\$ 389,428</b>	<b>\$ 387,863</b>	<b>\$ 460,950</b>	<b>\$ 420,488</b>	<b>\$ 615,987</b>	<b>\$ 644,705</b>	<b>\$ 257,818</b>	<b>\$ 257,818</b>	<b>\$ 257,819</b>	<b>\$ 4,504,174</b>	<b>\$ 4,254,000</b>	<b>\$ 250,174</b>	
<b>DISBURSEMENTS</b>																
Payroll	\$ 196,912	\$ 341,971	\$ 272,009	\$ 258,206	\$ 213,603	\$ 286,675	\$ 295,364	\$ 331,884	\$ 259,459	\$ 117,801	\$ 117,801	\$ 117,802	\$ 2,809,488	\$ 3,534,040	\$ (724,552)	
Expenditures other than payroll	\$ 82,830	\$ 164,284	\$ 208,295	\$ 176,702	\$ 359,554	\$ 203,367	\$ 330,697	\$ 350,460	\$ 357,707	\$ 78,083	\$ 78,083	\$ 78,084	\$ 2,468,146	\$ 2,342,500	\$ 125,646	
<b>Total Disbursements</b>	<b>\$ 279,743</b>	<b>\$ 506,256</b>	<b>\$ 480,304</b>	<b>\$ 434,908</b>	<b>\$ 573,156</b>	<b>\$ 490,042</b>	<b>\$ 626,061</b>	<b>\$ 682,344</b>	<b>\$ 617,166</b>	<b>\$ 195,884</b>	<b>\$ 195,884</b>	<b>\$ 195,886</b>	<b>\$ 5,277,634</b>	<b>\$ 5,876,540</b>	<b>\$ (598,906)</b>	
<b>Net Change in Cash from School Nutrition</b>	<b>\$ (177,328)</b>	<b>\$ (223,504)</b>	<b>\$ (54,174)</b>	<b>\$ (45,480)</b>	<b>\$ (185,293)</b>	<b>\$ (29,092)</b>	<b>\$ (205,573)</b>	<b>\$ (66,357)</b>	<b>\$ 27,539</b>	<b>\$ 61,934</b>	<b>\$ 61,934</b>	<b>\$ 61,933</b>	<b>\$ (773,460)</b>			
<b>Ending General Fund and School Nutrition Cash Balance</b>	<b>\$ 53,808,938</b>	<b>\$ 64,167,871</b>	<b>\$ 81,636,276</b>	<b>\$ 75,977,374</b>	<b>\$ 70,859,909</b>	<b>\$ 64,087,618</b>	<b>\$ 56,703,048</b>	<b>\$ 52,600,011</b>	<b>\$ 47,150,454</b>	<b>\$ 45,296,406</b>	<b>\$ 45,504,221</b>	<b>\$ 47,079,854</b>	<b>\$ 47,094,325</b>			
<b>Debt Service Fund</b>																
<i>Beginning Debt Service Cash Balance</i>																
	\$ 8,830,997	\$ 8,870,508	\$ 12,208,794	\$ 20,223,315	\$ 23,568,855	\$ 25,048,107	\$ 15,089,685	\$ 15,440,738	\$ 15,596,748	\$ 15,680,783	\$ 15,977,349	\$ 16,230,200	10,906,183			
<b>RECEIPTS</b>																
Tax Collections - Current	\$ 15,881	\$ 3,285,890	\$ 7,928,473	\$ 1,414,853	\$ 1,478,383	\$ 1,066,386	\$ 286,218	\$ 117,231	\$ 60,675	\$ 100,710	\$ 70,817	\$ 38,366	\$ 15,863,883	\$ 15,985,725	\$ (121,842)	
Tax Collections - Delinquent	\$ 3,124	\$ 11,224	\$ 19,487	\$ 8,178	\$ 15,656	\$ 5,171	\$ 12,676	\$ 9,520	\$ 1,880	\$ 12,845	\$ 7,316	\$ 5,577	\$ 112,654	\$ 80,128	\$ 32,526	
Penalties & Interest	\$ 5,546	\$ 3,501	\$ 6,427	\$ 4,422	\$ 6,574	\$ 13,628	\$ 26,301	\$ 14,743	\$ 8,086	\$ 19,267	\$ 10,974	\$ 8,366	\$ 127,834	\$ 120,194	\$ 7,640	
Interest Income	\$ 1,098	\$ 901	\$ 292	\$ 255	\$ 214	\$ 517	\$ 537	\$ 467	\$ 531	\$ 6,417	\$ 6,417	\$ 6,417	\$ 24,063	\$ 77,000	\$ (52,937)	
Other Local Revenue	\$ 17,201	\$ 39,543	\$ 16,420,736	\$ 22,101	\$ 998	\$ 20,890	\$ 28,001	\$ 15,073	\$ 15,821	\$ 15,693	\$ 15,693	\$ 15,693	\$ 16,627,442	\$ 188,310	\$ 16,439,132	
State Revenue	\$ 0	\$ 0	\$ 0	\$ 1,898,411	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 141,635	\$ 141,635	\$ 141,635	\$ 2,323,317	\$ 1,699,623	\$ 623,694	
<b>Total Receipts</b>	<b>\$ 42,850</b>	<b>\$ 3,341,059</b>	<b>\$ 24,375,415</b>	<b>\$ 3,348,220</b>	<b>\$ 1,501,826</b>	<b>\$ 1,106,593</b>	<b>\$ 353,734</b>	<b>\$ 157,034</b>	<b>\$ 86,993</b>	<b>\$ 296,566</b>	<b>\$ 252,851</b>	<b>\$ 216,053</b>	<b>\$ 35,079,193</b>	<b>\$ 18,150,980</b>	<b>\$ 16,928,213</b>	
<b>DISBURSEMENTS</b>																
Bond Payments and Fees	\$ 3,339	\$ 2,774	\$ 16,360,893	\$ 2,681	\$ 22,574	\$ 11,065,015	\$ 2,681	\$ 1,023	\$ 2,958	\$ 0	\$ 0	\$ 5,540,070	\$ 33,004,007	\$ 18,150,980	\$ 14,853,027	
<b>Total Disbursements</b>	<b>\$ 3,339</b>	<b>\$ 2,774</b>	<b>\$ 16,360,893</b>	<b>\$ 2,681</b>	<b>\$ 22,574</b>	<b>\$ 11,065,015</b>	<b>\$ 2,681</b>	<b>\$ 1,023</b>	<b>\$ 2,958</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 5,540,070</b>	<b>\$ 33,004,007</b>	<b>\$ 18,150,980</b>	<b>\$ 14,853,027</b>	
<b>Net Change in Cash</b>	<b>\$ 39,512</b>	<b>\$ 3,338,285</b>	<b>\$ 8,014,521</b>	<b>\$ 3,345,539</b>	<b>\$ 1,479,252</b>	<b>\$ (9,958,422)</b>	<b>\$ 351,053</b>	<b>\$ 156,011</b>	<b>\$ 84,035</b>	<b>\$ 296,566</b>	<b>\$ 252,851</b>	<b>\$ (5,324,017)</b>	<b>\$ 2,075,186</b>			
<b>Ending Debt Service Cash Balance</b>	<b>\$ 8,870,508</b>	<b>\$ 12,208,794</b>	<b>\$ 20,223,315</b>	<b>\$ 23,568,855</b>	<b>\$ 25,048,107</b>	<b>\$ 15,089,685</b>	<b>\$ 15,440,738</b>	<b>\$ 15,596,748</b>	<b>\$ 15,680,783</b>	<b>\$ 15,977,349</b>	<b>\$ 16,230,200</b>	<b>\$ 10,906,183</b>	<b>\$ 12,981,368</b>			
<b>Ending Cash Grand Total</b>	<b>62,679,446</b>	<b>76,376,665</b>	<b>101,859,591</b>	<b>99,546,228</b>	<b>95,908,015</b>	<b>79,177,303</b>	<b>72,143,786</b>	<b>68,196,759</b>	<b>62,831,237</b>	<b>61,273,756</b>	<b>61,734,421</b>	<b>57,986,036</b>	<b>60,075,694</b>			

167  
Note: This schedule estimates the cash position, not projected fund balance.



School Year	1st	2nd	3rd	4th	5th	6th	Annual	Change
2017	10,505	10,426	10,414	10,271	10,291	10,266	10,362	200
2018	10,869	10,802	10,779	10,608	10,737	10,780	10,762	400
2019	11,248	11,144	11,071	10,983	10,955	10,972	11,062	300
* 2020	11,491	11,322	11,179	11,317	C-19	C-19	11,282	220
** 2021 Act	11,884	11,907	11,845	11,877	11,795		11,862	580
*** 2021 Est	11,795	11,644	11,526	11,360	11,341	11,316	11,497	435

\*ADA was adjusted by the Texas Education Agency due to COVID-19

\*\*Actual six-weeks ADA count from the District student accounting system.

\*\*\*Initial projected six-weeks data for budgeted ADA.



## Monthly Investment Report

May 31, 2021



**PATTERSON  
& ASSOCIATES**

A MEEDER INVESTMENT  
MANAGEMENT COMPANY



PATTERSON  
& ASSOCIATES

A MEEDER INVESTMENT  
MANAGEMENT COMPANY

## Recovery.. But With Hurdles

The US economy has continued to gain momentum in 2Q boosting confidence and expectations of a recovery. It still has hurdles however in manufacturing, housing, jobs and even cyberattacks.

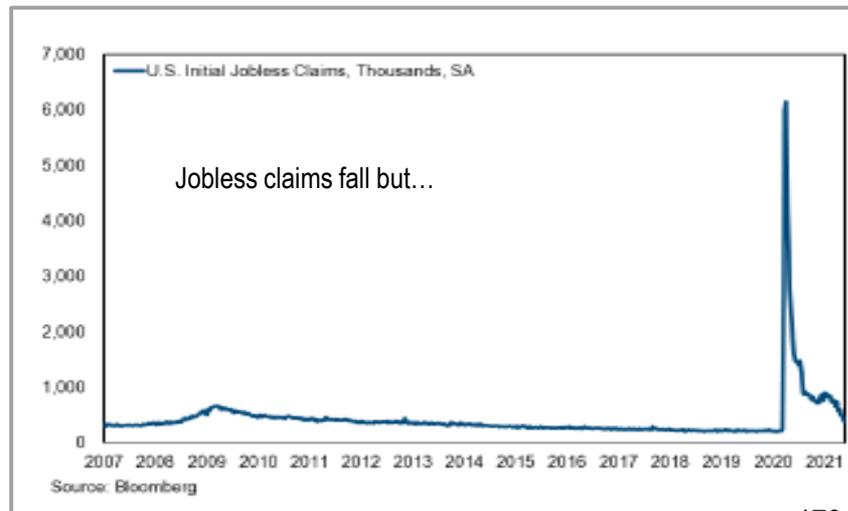
Manufacturing rose only slightly on new orders but production actually fell and prices soared. Manufacturing faces two major hurdles: supply chain kinks and labor concerns. The delays in supply chains overall stand at a 16 year high as the global economy slowly re-opens. Since every product has gained from globalization and multiple suppliers re-starting and re-connecting those chains is a major effort. That will point to a longer term rise in CPI. The Fed's latest Beige Book report contained a laundry list of complaints on labor shortages. One key area, metals and aluminum may be improving as the US-EU have agreed to "chart a path" to end their dispute and indeed bourbon and cycles will flow again!

Even with fading unemployment claims there still remains 5.8M unemployed. Why they stay unemployed is a key question. Is it competing stimulus checks, child care, or health concerns? These types of concerns are not fixed by monetary policy – it has to be fiscal policy's role to a large degree. And it ripples. Teenagers are taking many more jobs which is a concern because schools note that they are dropping out to do so. Teenagers represented 78% of the latest job increase!

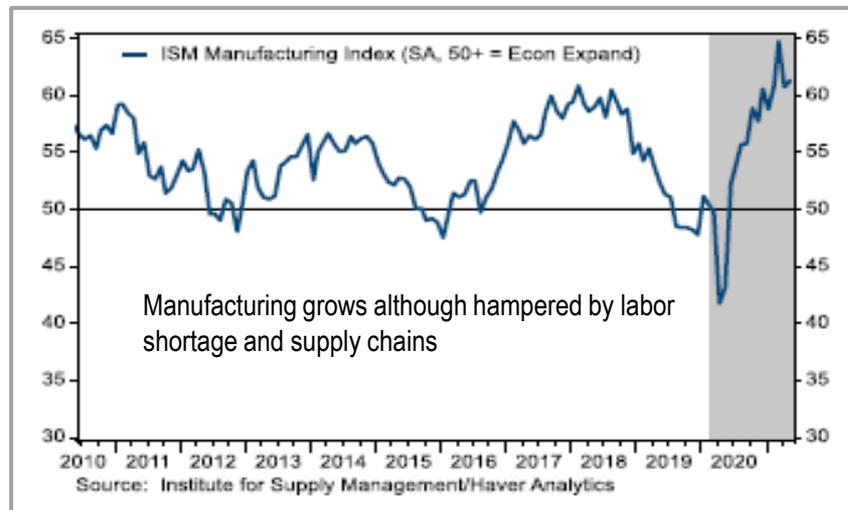
Housing represents 17.5% of GDP. It is a key component to recovery. Historically low interest rates have increased demand for homes and suburban homes as folks move out of the cities with remote work. However, supply chain woes have made commodity prices for lumber through copper and chips (in appliances) soar. Lumber is up 274% over the last 12 months with wild fires, tariffs and transport.

Cyberattacks have caused slowdowns and the US has labeled ransom-ware attacks as terrorist acts. The world's largest beef producer (JBS) and the US's largest gas pipeline (Colonial) both were victims this month causing delays and price increases.

All of these feed into a major concern on inflationary pressures.



170





## PATTERSON & ASSOCIATES

A MEEDER INVESTMENT  
MANAGEMENT COMPANY

# The 800 lb. Inflation Gorilla

Inflation is painfully apparent to anyone shopping or building right now. Prices are rising generally on increased demand, labor and commodity shortages and high transportation costs and it has been compounded by cyberattacks.

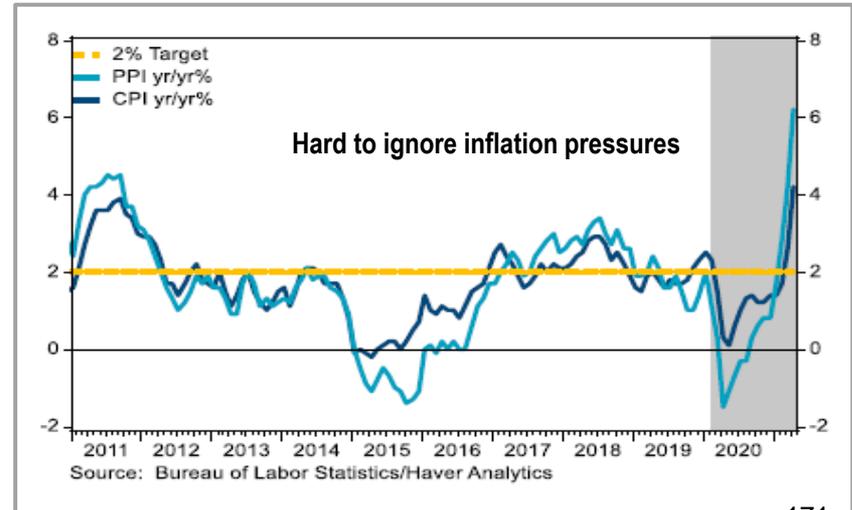
The Fed has termed this inflationary spike as “transitory” and largely fueled by supply chain problems. The Fed continues to be cautiously optimistic about the recovery and at the April meeting there was some discussion concerning scaling back the massive central bank’s bond purchases “at some point” because of progress toward the Committee’s employment goals.

The June meeting will give us more clues. The Fed has already released plans to begin a pullback of its accommodation actions but not by stopping bond purchases or raising interest rates. They have announced an end to corporate bond purchases specifically and announced they will sell off its exchange-traded fund investments and direct bond holdings totaling roughly \$14 billion over the next months. As Pres. Daly said ....*“We’re talking about talking about tapering, and that is what you want out of us. You want to be long-viewed here”* Indeed we do.

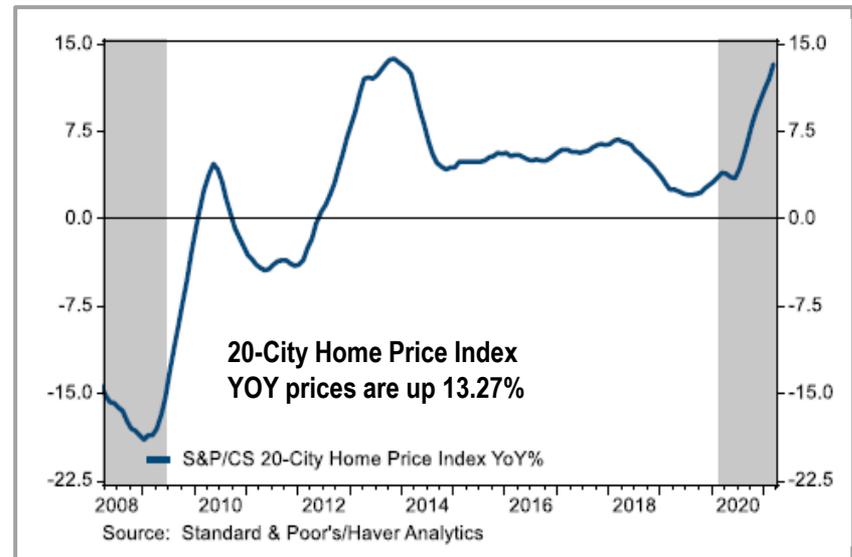
Other monetary aides that the Fed used last year have already expired including the credit facility for CP Funding, MMMF Liquidity facility, Primary Market Corp Credit Facility, Municipal Liquidity Facility and Term ABS Loan Facility. All of these actions are major conciliation to a recovering economy.

This does appear tied to the Administration’s that would allow the recovery to pace itself. The Administration and Congress remains undeterred to move towards more stimulus. Despite the \$5.7T under Trump and Biden – and amid rising inflation fears – we continue to move more onto the US balance sheet. The new budget seeks \$6T for 2022 with trillions going to infrastructure and education. Not that it isn’t needed but the debt accumulation has to be a concern.

Going forward, as federal stimulus slows, the economy and consumer spending will be reliant on more organic means such as job and income growth. While more sustainable, without artificial support, spending activity is likely to stabilize at a somewhat lower level, controlling inflation on its own. That slowing may encourage those pushing for more stimulus and disappointing those looking for a never-ending boom. Only time will tell.

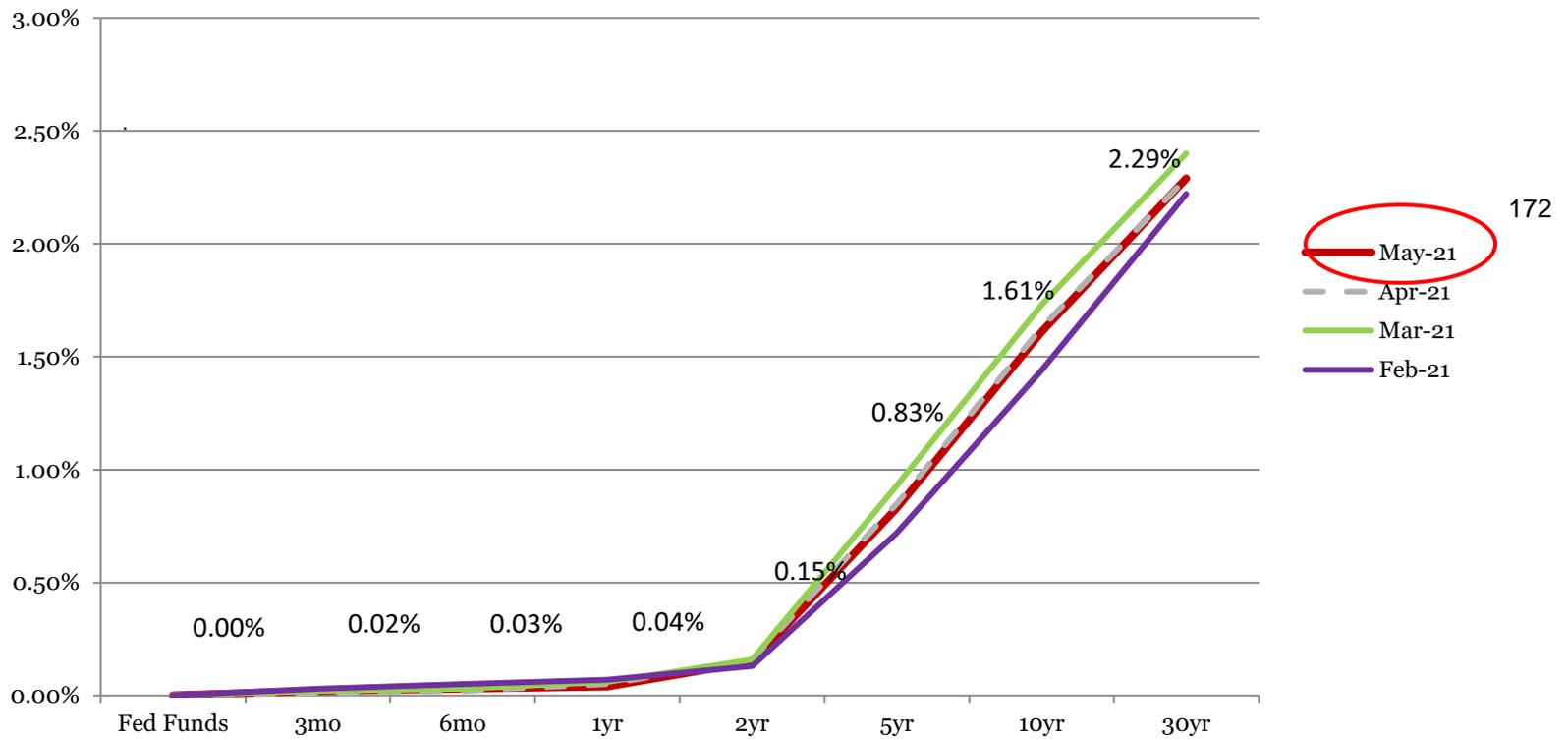


171



# A Stationary Curve

- The curve remains cemented while reacting to its major concerns: Covid, inflation, stimulus programs progress, and the speed of the improving US economy.
- Inflation concerns as stimulus trillions work into the economy is a major concern as inflation would raise rates.
- Short end investors remain liquid or short until some definitive signs appear.
- The various Covid vaccines have been a major boost to confidence, but a more robust economic recovery may require several more months.
- A shortage of workers is holding back the re-opening of the economy.



End of Month Rates - Full Yield Curve – Fed Funds to 30yr



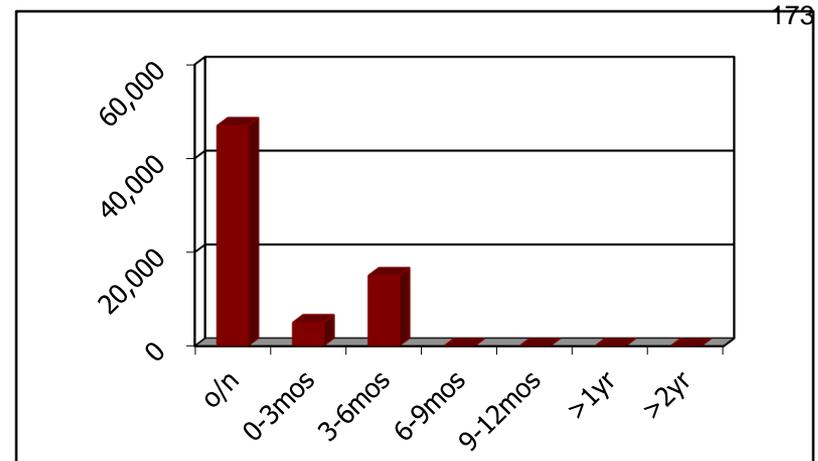
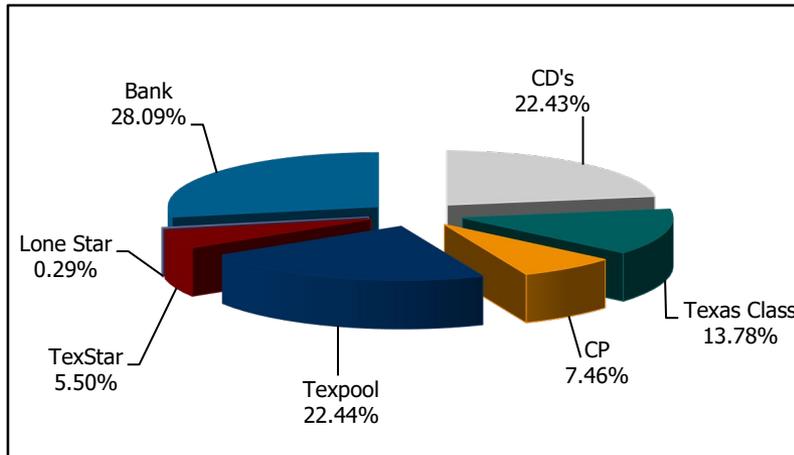
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MANAGEMENT COMPANY

# Your Portfolio

As of May 31, 2021

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions. These are unusual times and where extensions can be made it is important to make them to find any available safe value in the markets.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. Liquidity has been reduced to little or no value but with a flat short curve it may be the only sector available out to twelve months without the use of CP. Our expectation is of continuing dismally low rates but we look for value in your authorized sectors to capture the yield available as markets change.
- The non-cash portion of your portfolio is yielding 0.22%.



**Belton ISD  
 Portfolio Management  
 Portfolio Summary  
 May 31, 2021**

Patterson & Associates  
 901 S. MoPac  
 Suite 195  
 Austin, TX 78746

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Texas Class	9,231,384.61	9,231,384.61	9,231,384.61	13.78	1	1	0.078
Commercial Paper Disc. -Amortizing	5,000,000.00	4,996,279.17	4,996,279.17	7.46	180	141	0.193
Texpool/Texpool Prime	15,034,511.95	15,034,511.95	15,034,511.95	22.44	1	1	0.052
TexStar	3,685,417.20	3,685,417.20	3,685,417.20	5.50	1	1	0.010
Lone Star	196,962.35	196,962.35	196,962.35	0.29	1	1	0.010
Bank Accounts/CD's int pd monthly	33,844,346.93	33,844,346.93	33,844,346.93	50.52	122	53	0.103
<b>Investments</b>	<b>66,992,623.04</b>	<b>66,988,902.21</b>	<b>66,988,902.21</b>	<b>100.00%</b>	<b>75</b>	<b>38</b>	<b>0.090</b>

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	5,358.99	82,422.35

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of Belton ISD of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

*Jennifer Land*      6/9/2021  
 Jennifer Land, Chief Financial Officer

*Kerri X. Pridemore*      6/9/2021  
 Kerri Pridemore, Director of Finance

**Belton ISD  
Summary by Type  
May 31, 2021  
Grouped by Fund**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

<b>Security Type</b>	<b>Number of Investments</b>	<b>Par Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Average YTM 365</b>	<b>Average Days to Maturity</b>
<b>Fund: Construction Funds</b>						
Bank Accounts/CD's int pd monthly	4	819,088.36	819,088.36	1.22	0.019	1
Logic	1	0.00	0.00	0.00	0.000	0
Lone Star	1	196,938.16	196,938.16	0.29	0.010	1
Texas Class	1	220,565.02	220,565.02	0.33	0.078	1
Texpool/Texpool Prime	4	5,437,300.98	5,437,300.98	8.12	0.018	1
TexStar	2	300,715.80	300,715.80	0.45	0.010	1
<b>Subtotal</b>	<b>13</b>	<b>6,974,608.32</b>	<b>6,974,608.32</b>	<b>10.41</b>	<b>0.019</b>	<b>1</b>
<b>Fund: Capital Projects Fund</b>						
Bank Accounts/CD's int pd monthly	1	1,072,241.03	1,072,241.03	1.60	0.000	1
<b>Subtotal</b>	<b>1</b>	<b>1,072,241.03</b>	<b>1,072,241.03</b>	<b>1.60</b>	<b>0.000</b>	<b>1</b>
<b>Fund: Debt Service Funds</b>						
Bank Accounts/CD's int pd monthly	2	5,020,767.90	5,020,767.90	7.49	0.095	56
Texpool/Texpool Prime	1	8,135,113.05	8,135,113.05	12.14	0.078	1
TexStar	1	567,057.72	567,057.72	0.85	0.010	1
<b>Subtotal</b>	<b>4</b>	<b>13,722,938.67</b>	<b>13,722,938.67</b>	<b>20.48</b>	<b>0.081</b>	<b>21</b>
<b>Fund: General Fund</b>						
Commercial Paper Disc. -Amortizing	1	5,000,000.00	4,996,279.17	7.46	0.193	141
Bank Accounts/CD's int pd monthly	4	26,932,249.64	26,932,249.64	40.20	0.112	56
Lone Star	1	24.19	24.19	0.00	0.000	1
Texas Class	1	9,010,819.59	9,010,819.59	13.45	0.078	1
Texpool/Texpool Prime	3	1,462,097.92	1,462,097.92	2.18	0.033	1
TexStar	1	2,817,643.68	2,817,643.68	4.21	0.010	1
<b>Subtotal</b>	<b>11</b>	<b>45,222,835.02</b>	<b>45,219,114.19</b>	<b>67.50</b>	<b>0.105</b>	<b>49</b>
<b>Total and Average</b>	<b>29</b>	<b>66,992,623.04</b>	<b>66,988,902.21</b>	<b>100.00</b>	<b>0.090</b>	<b>38</b>

175

**Belton ISD**  
**Fund CON - Construction Funds**  
**Investments by Fund**  
**May 31, 2021**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texas Class</b>										
6550001	10007	Texas Class	09/01/2020	220,565.02	220,565.02	220,565.02	0.078	0.077	0.078	1
<b>Subtotal and Average</b>				<b>220,565.02</b>	<b>220,565.02</b>	<b>220,565.02</b>		<b>0.077</b>	<b>0.078</b>	<b>1</b>
<b>Logic</b>										
54001	10002	Logic	10/01/2017	0.00	0.00	0.00				1
<b>Subtotal and Average</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0.000</b>	<b>0</b>
<b>Texpool/Texpool Prime</b>										
500007	10011	Texpool	10/01/2017	775,236.54	775,236.54	775,236.54	0.010	0.010	0.010	1
500008	10012	Texpool	10/01/2017	0.00	0.00	0.00				1
500010	10070	Texpool	04/15/2020	4,067,383.80	4,067,383.80	4,067,383.80	0.010	0.010	0.010	1
500009A	10040	Texpool Prime	06/06/2018	594,680.64	594,680.64	594,680.64	0.078	0.076	0.077	176
<b>Subtotal and Average</b>				<b>5,437,300.98</b>	<b>5,437,300.98</b>	<b>5,437,300.98</b>		<b>0.017</b>	<b>0.018</b>	<b>1</b>
<b>TexStar</b>										
20170	10004	TexStar	10/01/2017	300,715.80	300,715.80	300,715.80	0.010	0.009	0.010	1
20120	10006	TexStar	10/01/2017	0.00	0.00	0.00				1
<b>Subtotal and Average</b>				<b>300,715.80</b>	<b>300,715.80</b>	<b>300,715.80</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Lone Star</b>										
14903	10000	Lone Star Govt ON	10/01/2017	196,938.16	196,938.16	196,938.16	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>196,938.16</b>	<b>196,938.16</b>	<b>196,938.16</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Bank Accounts/CD's int pd monthly</b>										
06216	10062	BBVA Public Fd Interest Chkg	10/01/2019	135,261.61	135,261.61	135,261.61	0.020	0.019	0.020	1
58524	10030	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	659,506.63	659,506.63	659,506.63	0.020	0.019	0.020	1
98610	10031	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	24,320.12	24,320.12	24,320.12				1
38508	10032	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	0.00	0.00	0.00				1
<b>Subtotal and Average</b>				<b>819,088.36</b>	<b>819,088.36</b>	<b>819,088.36</b>		<b>0.019</b>	<b>0.019</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>6,974,608.32</b>	<b>6,974,608.32</b>	<b>6,974,608.32</b>		<b>0.019</b>	<b>0.019</b>	<b>1</b>

**Fund CP - Capital Projects Fund  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bank Accounts/CD's int pd monthly</b>										
22689	10035	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	1,072,241.03	1,072,241.03	1,072,241.03				1
<b>Subtotal and Average</b>				<b>1,072,241.03</b>	<b>1,072,241.03</b>	<b>1,072,241.03</b>	<b>0.000</b>	<b>0.000</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>1,072,241.03</b>	<b>1,072,241.03</b>	<b>1,072,241.03</b>	<b>0.000</b>	<b>0.000</b>		<b>1</b>

**Fund DS - Debt Service Funds  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Texpool/Texpool Prime</b>											
500004A	10041	Texpool Prime	06/06/2018	8,135,113.05	8,135,113.05	8,135,113.05	0.078	0.076	0.077		1
<b>Subtotal and Average</b>				<b>8,135,113.05</b>	<b>8,135,113.05</b>	<b>8,135,113.05</b>		<b>0.077</b>	<b>0.078</b>		<b>1</b>
<b>TexStar</b>											
33330	10003	TexStar	10/01/2017	567,057.72	567,057.72	567,057.72	0.010	0.009	0.010		1
<b>Subtotal and Average</b>				<b>567,057.72</b>	<b>567,057.72</b>	<b>567,057.72</b>		<b>0.010</b>	<b>0.010</b>		<b>1</b>
<b>Bank Accounts/CD's int pd monthly</b>											
57670	10033	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	12,839.72	12,839.72	12,839.72					1
172250207A	10077	East West Bank	04/28/2021	5,007,928.18	5,007,928.18	5,007,928.18	0.095	0.093	0.095	07/27/2021	56
<b>Subtotal and Average</b>				<b>5,020,767.90</b>	<b>5,020,767.90</b>	<b>5,020,767.90</b>		<b>0.093</b>	<b>0.095</b>		<b>55</b>
<b>Total Investments and Average</b>				<b>13,722,938.67</b>	<b>13,722,938.67</b>	<b>13,722,938.67</b>		<b>0.080</b>	<b>0.081</b>		<b>21</b>

**Fund GEN - General Fund  
Investments by Fund  
May 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Texas Class</b>											
6550003	10073	Texas Class	10/02/2020	9,010,819.59	9,010,819.59	9,010,819.59	0.078	0.077	0.078		1
<b>Subtotal and Average</b>				<b>9,010,819.59</b>	<b>9,010,819.59</b>	<b>9,010,819.59</b>		<b>0.077</b>	<b>0.078</b>		<b>1</b>
<b>Commercial Paper Disc. -Amortizing</b>											
06742XEFO	10076	Barclays Bank CP	04/23/2021	4,996,279.17	5,000,000.00	4,996,279.17		0.190	0.192	10/20/2021	141
<b>Subtotal and Average</b>				<b>4,996,279.17</b>	<b>5,000,000.00</b>	<b>4,996,279.17</b>		<b>0.190</b>	<b>0.193</b>		<b>141</b>
<b>Texpool/Texpool Prime</b>											
500001	10008	Texpool	10/01/2017	976,824.29	976,824.29	976,824.29	0.010	0.010	0.010		1
500005	10010	Texpool	10/01/2017	0.00	0.00	0.00					1
500001A	10048	Texpool Prime	10/26/2018	485,273.63	485,273.63	485,273.63	0.078	0.076	0.077		1
<b>Subtotal and Average</b>				<b>1,462,097.92</b>	<b>1,462,097.92</b>	<b>1,462,097.92</b>		<b>0.032</b>	<b>0.033</b>		<b>1</b>
<b>TexStar</b>											
22210	10005	TexStar	10/01/2017	2,817,643.68	2,817,643.68	2,817,643.68	0.010	0.009	0.010		1
<b>Subtotal and Average</b>				<b>2,817,643.68</b>	<b>2,817,643.68</b>	<b>2,817,643.68</b>		<b>0.010</b>	<b>0.010</b>		<b>1</b>
<b>Lone Star</b>											
14903A	10001	Lone Star Govt ON	10/01/2017	24.19	24.19	24.19					1
<b>Subtotal and Average</b>				<b>24.19</b>	<b>24.19</b>	<b>24.19</b>		<b>0.000</b>	<b>0.000</b>		<b>1</b>
<b>Bank Accounts/CD's int pd monthly</b>											
57696	10027	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	2,412,074.25	2,412,074.25	2,412,074.25					1
38955	10028	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	127,807.32	127,807.32	127,807.32					1
57661	10029	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	14,374,598.90	14,374,598.90	14,374,598.90					1
172875624	10075	East West Bank	10/28/2020	10,017,769.17	10,017,769.17	10,017,769.17	0.300	0.295	0.300	10/28/2021	149
<b>Subtotal and Average</b>				<b>26,932,249.64</b>	<b>26,932,249.64</b>	<b>26,932,249.64</b>		<b>0.110</b>	<b>0.112</b>		<b>56</b>
<b>Total Investments and Average</b>				<b>45,219,114.19</b>	<b>45,222,835.02</b>	<b>45,219,114.19</b>		<b>0.104</b>	<b>0.105</b>		<b>49</b>

**Belton ISD  
Cash Reconciliation Report  
For the Period May 1, 2021 - May 31, 2021  
Grouped by Fund**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
<b>Debt Service Funds</b>											
05/31/2021	10077	DS	Interest	172250207A	5,007,485.04	EWB 5.0M 0.10% Mat. 07/27/2021	07/27/2021	0.00	404.04	0.00	404.04
05/31/2021	10077	DS	Interest	172250207A	5,007,485.04	EWB 5.0M 0.10% Mat. 07/27/2021	07/27/2021	-404.04	0.00	0.00	-404.04
<b>Subtotal</b>								<b>-404.04</b>	<b>404.04</b>	<b>0.00</b>	<b>0.00</b>
<b>General Fund</b>											
05/31/2021	10075	GEN	Interest	172875624	10,000,000.00	EWB 10.0M 0.30% Mat. 10/28/2021	10/28/2021	0.00	2,552.15	0.00	2,552.15
05/31/2021	10075	GEN	Interest	172875624	10,000,000.00	EWB 10.0M 0.30% Mat. 10/28/2021	10/28/2021	-2,552.15	0.00	0.00	-2,552.15
<b>Subtotal</b>								<b>-2,552.15</b>	<b>2,552.15</b>	<b>0.00</b>	<b>0.00</b>
<b>Total</b>								<b>-2,956.19</b>	<b>2,956.19</b>	<b>0.00</b>	<b>0.00</b>

**Belton ISD**  
**Interest Earnings**  
**Sorted by Fund - Fund**  
**May 1, 2021 - May 31, 2021**  
**Yield on Average Book Value**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Construction Funds</b>												
500007	10011	CON	RR2	775,236.54	247,474.72	707,851.47		0.010	0.010	5.82	0.00	5.82
500010	10070	CON	RR2	4,067,383.80	4,513,394.90	4,139,295.58		0.010	0.010	35.92	0.00	35.92
20170	10004	CON	RR3	300,715.80	300,713.28	300,713.61		0.010	0.010	2.52	0.00	2.52
6550001	10007	CON	LA1	220,565.02	220,550.34	220,552.73		0.078	0.078	14.68	0.00	14.68
06216	10062	CON	RR5	135,261.61	212,035.46	176,022.71		0.020	0.022	3.22	0.00	3.22
58524	10030	CON	RR5	659,506.63	829,568.64	681,456.52		0.020	0.022	12.48	0.00	12.48
98610	10031	CON	RR5	24,320.12	561,457.54	100,740.94				0.00	0.00	0.00
14903	10000	CON	RR4	196,938.16	196,937.31	196,937.42		0.010	0.005	0.85	0.00	0.85
500009A	10040	CON	RR2	594,680.64	2,087,791.99	835,465.25		0.078	0.079	56.09	0.00	56.09
			<b>Subtotal</b>	<b>6,974,608.32</b>	<b>9,169,924.18</b>	<b>7,359,036.22</b>			<b>0.021</b>	<b>131.58</b>	<b>0.00</b>	<b>131.58</b>
<b>Fund: Capital Projects Fund</b>												
22689	10035	CP	RR5	1,072,241.03	20,781.07	945,433.90				0.00	0.00	0.00
			<b>Subtotal</b>	<b>1,072,241.03</b>	<b>20,781.07</b>	<b>945,433.90</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund: Debt Service Funds</b>												
33330	10003	DS	RR3	567,057.72	567,052.82	567,053.45		0.010	0.010	4.90	0.00	4.90
57670	10033	DS	RR5	12,839.72	12,839.72	12,839.72				0.00	0.00	0.00
500004A	10041	DS	RR2	8,135,113.05	6,724,211.51	7,907,178.80		0.078	0.078	520.64	0.00	520.64
172250207A	10077	DS	RR5	5,007,928.18	5,007,524.14	5,007,537.17	07/27/2021	0.095	0.095	404.04	0.00	404.04
			<b>Subtotal</b>	<b>13,722,938.67</b>	<b>12,311,628.19</b>	<b>13,494,609.14</b>			<b>0.081</b>	<b>929.58</b>	<b>0.00</b>	<b>929.58</b>
<b>Fund: General Fund</b>												
500001	10008	GEN	RR2	976,824.29	3,436,167.18	1,421,870.78		0.010	0.010	12.42	0.00	12.42
22210	10005	GEN	RR3	2,817,643.68	2,817,619.77	2,817,622.86		0.010	0.010	23.91	0.00	23.91
6550003	10073	GEN	LA1	9,010,819.59	14,010,088.96	10,784,376.78		0.078	0.080	730.63	0.00	730.63
57696	10027	GEN	RR5	2,412,074.25	668,348.90	893,345.72				0.00	0.00	0.00
38955	10028	GEN	RR5	127,807.32	127,807.32	127,807.32				0.00	0.00	0.00
57661	10029	GEN	RR5	14,374,598.90	11,942,130.86	12,255,997.70				0.00	0.00	0.00

**Belton ISD**  
**Interest Earnings**  
**May 1, 2021 - May 31, 2021**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: General Fund</b>												
14903A	10001	GEN	RR4	24.19	24.19	24.19				0.00	0.00	0.00
500001A	10048	GEN	RR2	485,273.63	2,479,912.86	2,355,262.71		0.078	0.080	160.66	0.00	160.66
06742XEF0	10076	GEN	ACP	5,000,000.00	4,995,461.11	4,995,883.33	10/20/2021		0.193	0.00	818.06	818.06
172875624	10075	GEN	RR5	10,017,769.17	10,015,217.02	10,015,299.35	10/28/2021	0.300	0.300	2,552.15	0.00	2,552.15
			<b>Subtotal</b>	<b>45,222,835.02</b>	<b>50,492,778.17</b>	<b>45,667,490.75</b>			<b>0.111</b>	<b>3,479.77</b>	<b>818.06</b>	<b>4,297.83</b>
			<b>Total</b>	<b>66,992,623.04</b>	<b>71,995,111.61</b>	<b>67,466,570.02</b>			<b>0.094</b>	<b>4,540.93</b>	<b>818.06</b>	<b>5,358.99</b>

**Belton ISD**  
**Amortization Schedule**  
**May 1, 2021 - May 31, 2021**  
**Sorted By Fund - Fund**

Investment #	Maturity Date	Beginning Par Value				Amounts Amortized				
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 05/01/2021	Amount Amortized This Period	Amt Amortized Through 05/31/2021	Amount Unamortized Through 05/31/2021
<b>General Fund</b>										
10076 Barclays Bank CP	GEN	10/20/2021	5,000,000.00	4,995,250.00	-4,750.00	4,996,279.17	211.11 -4,538.89	818.06	1,029.17	-3,720.83
			<b>Subtotal</b>	<b>4,995,250.00</b>	<b>-4,750.00</b>	<b>4,996,279.17</b>	<b>211.11 -4,538.89</b>	<b>818.06</b>	<b>1,029.17</b>	<b>-3,720.83</b>
			<b>Total</b>	<b>4,995,250.00</b>	<b>-4,750.00</b>	<b>4,996,279.17</b>	<b>211.11 -4,538.89</b>	<b>818.06</b>	<b>1,029.17</b>	<b>-3,720.83</b>



**Belton ISD  
Projected Cashflow Report  
Sorted by Monthly  
For the Period June 1, 2021 - December 31, 2021**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
<b>October 2021</b>										
10/20/2021	10076	GEN	06742XEF0	Maturity	Barclays Bank CP	5,000,000.00	4,995,250.00	5,000,000.00	0.00	5,000,000.00
<b>Total for October 2021</b>						<b>5,000,000.00</b>	<b>4,995,250.00</b>	<b>5,000,000.00</b>	<b>0.00</b>	<b>5,000,000.00</b>
<b>GRAND TOTALS:</b>						<b>5,000,000.00</b>	<b>4,995,250.00</b>	<b>5,000,000.00</b>	<b>0.00</b>	<b>5,000,000.00</b>

**Belton Independent School District**  
***Board of Trustee Meeting Agenda Item***

***June 21, 2021***

**Item:** Gifts, Grants, and Bequests

**Contact Person:** Jennifer Land

**Presented for:** Action  Report Only

**Supporting Documents:** None  Attached  Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

The District accepts gifts, grants, and bequests from many different sources each school year for the benefit of its students and programs. Policy CDC(LOCAL) gives authority to the Superintendent to accept most gifts, grants, or bequests.

**Fiscal Implications:**

Attached for your information is a list of donations that have been accepted. Budget amendments required for the expenditure of these funds will be presented as needed.

**Administrative Recommendation(s):**

Information only.

**Gifts, Grants, and Bequests**

<b>Source of Other Revenue/In Kind Donations</b>	<b>Type</b>	<b>Amount/ Value</b>	<b>Date</b>	<b>District, Campus, or Program</b>	<b>Intended Use</b>
Jose Aleijo	In-Kind	\$200	05/07/21	Lake Belton HS	Fine Arts
Titan Total Training	Check	\$200	05/19/21	Special Programs	BHS Field Day
Performance and Paint Institute	Check	\$100	05/19/21	Special Programs	BHS Field Day
ACER	In-Kind	\$3,900	05/17/21	Lake Belton HS	Student Devices
Trevor Abell	Check	\$25	05/10/21	North Belton MS	Choir
Amanda Merriam	Check	\$100	05/14/21	North Belton MS	Field Day
Micro Distributing	In-Kind	\$14,382	05/25/21	District-Wide	Health Services
The United Way of Central Texas	Check	\$76	05/27/21	District-Wide	Project HEARTBEAT
Brian Sloane	Check	\$150	05/26/21	Belton HS	Choir
Michelle Reasoner	Check	\$100	05/26/21	Belton HS	Choir
J. David Holcomb	Check	\$100	05/26/21	Belton HS	Choir
Michael Reyes	Check	\$100	05/26/21	Belton HS	Choir
Stephanie Millington	Check	\$50	05/26/21	Belton HS	Choir
Lynne Sloane	Check	\$300	05/26/21	Belton HS	Choir
Jodi Pilgrim	Check	\$100	05/26/21	Belton HS	Choir
Karen Vassar	Check	\$75	05/27/21	Belton HS	Choir
Sparta PTO	Check	\$2,500	06/04/21	Sparta ES	School Improvements
Rachel Leija	Check	\$10	06/04/21	Belton HS	BHS ROTC
N L of the United States Greater Austin Council	Check	\$150	06/04/21	Belton HS	BHS ROTC
Don Ringler	In-Kind	\$300	06/04/21	Belton HS	CTE

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

*June 21, 2021*

**Item:** Budget Amendment #9 for 2020-2021

**Contact Person:** Jennifer Land

**Presented for:** Action  Report Only

**Supporting Documents:** None  Attached  Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

The TEA Financial Accountability System Resource Guide sets forth guidelines on budget amendments. Budget amendments are required by the State to reclassify appropriations at the level at which the budget is adopted. Belton ISD adopts budgets for the required funds at the functional level. Amendments which reclassify appropriations from one functional level to another should be approved by the Board. The budget may also be amended by the Board for changes in the level of its Revenue and Expenditures, CE(Legal/Local). Amendments are recorded in the District's Board minutes. Budget amendments are presented monthly, as needed. Changes are described below.

**Fiscal Implications:**

**General Fund**

Expenditures

- ***Instruction (11): \$110,080***
  - \$64,380: Classroom furniture
  - \$38,000: GoGuardian classroom management software
  - \$21,900: Patterns of power
  - \$16,000: Summer school
  - (\$15,000): Security payroll
  - (\$15,200): Reclassify costs for other transfers
- ***Instructional Resources (12): (\$9,520)***
  - (\$9,400): Patterns of power
  - (\$120): Reclassify costs for other transfers
- ***Curriculum & Instructional Staff Development: (\$3,923)***
  - (\$4,037): Cheer uniforms
  - \$114: Reclassify other transfers
- ***Instructional Leadership (21): (\$12,500)***
  - (\$12,500): Patterns of power
- ***School Leadership (23): (\$14,780)***
  - (\$9,938): Classroom furniture and professional services
  - (\$4,842): Reclassify cost for other transfers
- ***Guidance, Counseling, and Evaluation Services (31): (\$20,864)***
  - (\$16,000): Summer school supplies<sup>187</sup>
  - (\$4,864): Reclassify cost for other transfers

- **Health Services (33): \$5,039**
  - \$5,039: Professional services
- **Transportation (34): (\$3,990)**
  - (\$3,990): Professional services
- **Co-curricular Activities (36): \$10,507**
  - \$22,900: UIL stipends and cheer uniforms
  - (\$12,393): Classroom furniture and miscellaneous
- **General Administration (41): (\$14,489)**
  - (\$14,489): Classroom furniture
- **Security & Monitoring Services (52): \$21,440**
  - \$15,000: Security payroll
  - \$8,584: Repeater system and security camera
  - (\$2,144): Reclassify costs for other transfers
- **Data Processing Services (53): (\$38,000)**
  - (\$38,000): GoGuardian classroom management software
- **Other Intergovernmental Charges (99): (\$29,000)**
  - (\$29,000): Classroom furniture

The effect of these budget amendments to expenditures is zero.

**Administrative Recommendation(s):**

Approve amendments as presented.

**2020-21 Budget Amendment Proposed For Adoption By The Board Of Trustees**  
**Belton ISD - June 21, 2021**

Function	General Fund			
	Original Adopted Budget	Previously Amended Budget	Summary of Proposed Amendments	Proposed Amended Budget
<b>REVENUES</b>				
Local	\$ 39,849,774		-	\$ 39,849,774
State	82,992,226		-	82,992,226
Federal	2,434,500		-	2,434,500
	<b>125,276,500</b>	<b>-</b>	<b>-</b>	<b>125,276,500</b>
<b>EXPENDITURES</b>				
11 Instruction	72,140,988	73,362,783	110,080	73,472,863
12 Library & Media Services	1,733,589	1,736,029	(9,520)	1,726,509
13 Curriculum & Staff Development	3,748,364	3,748,691	(3,923)	3,744,768
21 Instructional Leadership	2,298,886	2,339,138	(12,500)	2,326,638
23 School Leadership	7,381,216	7,361,740	(14,780)	7,346,960
31 Guidance and Counseling Services	5,359,271	5,357,610	(20,864)	5,336,746
32 Social Work Services	373,221	374,882	-	374,882
33 Health Services	2,088,690	2,037,241	5,039	2,042,280
34 Student Transportation	4,904,142	4,919,142	(3,990)	4,915,152
35 School Nutrition	-	-	-	-
36 Co-curricular Activities	6,398,602	6,541,479	10,507	6,551,986
41 General Administration	3,950,862	3,905,715	(14,489)	3,891,226
51 Facilities Maintenance & Operations	12,905,493	13,441,179	-	13,441,179
52 Security and Monitoring	1,330,143	1,337,282	21,440	1,358,722
53 Data Processing Services	3,187,568	3,154,864	(38,000)	3,116,864
61 Community Services	9,950	9,950	-	9,950
71 Debt Service	934,200	2,297,200	-	2,297,200
81 Facilities Acquisition & Construction	-	-	-	-
93 Payments to fiscal agent	-	-	-	-
95 Payments to JJAEP	15,000	15,000	-	15,000
97 Tax Increment	125,000	125,000	-	125,000
99 Other Intergovernmental Charges	615,000	615,000	(29,000)	586,000
<b>Total Expenditures</b>	<b>129,500,185</b>	<b>132,679,925</b>	<b>-</b>	<b>132,679,925</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(4,223,685)</b>	<b>(7,403,425)</b>	<b>-</b>	<b>(7,403,425)</b>
Other Resources	-	500,000	-	500,000
Other Uses	-	-	-	-
<b>Budgeted/Estimated Change in Fund Balance</b>	<b>\$ (4,223,685)</b>	<b>\$ (6,903,425)</b>	<b>-</b>	<b>\$ (6,903,425)</b>

Budget amendments for these funds are required to be adopted by the Board of Trustees.

**2020-21 Budget Amendment Proposed For Adoption By The Board Of Trustees  
Belton ISD - June 21, 2021**

School Nutrition						
Function	Original Adopted Budget	Previously Amended Budget	Summary of Proposed Amendments	Proposed Amended Budget		
<b>REVENUES</b>						
Local	\$ 1,424,000	724,000	-	724,000		
State	30,000	30,000	-	30,000		
Federal	2,800,000	4,005,000	-	4,005,000		
	<b>4,254,000</b>	<b>4,759,000</b>	-	<b>4,759,000</b>		
<b>EXPENDITURES</b>						
35 School Nutrition	5,876,540	6,381,540	-	6,381,540		
<b>Total Expenditures</b>	<b>5,876,540</b>	<b>6,381,540</b>	-	<b>6,381,540</b>		
<b>Revenues Over (Under) Expenditures</b>	<b>(1,622,540)</b>	<b>(1,622,540)</b>	-	<b>(1,622,540)</b>		
Other Resources	-	-	-	-		
Other Uses	-	-	-	-		
<b>Budgeted/Estimated Change in Fund Balance</b>	<b>\$ (1,622,540)</b>	<b>\$ (1,622,540)</b>	<b>\$ -</b>	<b>\$ (1,622,540)</b>		

*Budget amendments for these funds are required to be adopted by the Board of Trustees.*

**2020-21 Budget Amendment Proposed For Adoption By The Board Of Trustees  
Belton ISD - June 21, 2021**

Function	Debt Service			
	Original Adopted Budget	Previously Amended Budget	Summary of Proposed Amendments	Proposed Amended Budget
<b>REVENUES</b>				
Local	\$ 16,451,357			\$ 16,451,357
State	1,699,623			1,699,623
Federal	-			-
	<b>18,150,980</b>	-	-	<b>18,150,980</b>
<b>INSTRUCTIONAL EXPENDITURES</b>				
71 Debt Service	18,150,980			18,150,980
<b>Total Expenditures</b>	<b>18,150,980</b>	-	-	<b>18,150,980</b>
<b>Revenues Over (Under) Expenditures</b>	-	-	-	-
Other Resources	-	-	-	-
Other Uses	-	-	-	-
<b>Budgeted/Estimated Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

*Budget amendments for these funds are required to be adopted by the Board of Trustees.*

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**June 21, 2021**

**Item:** Expenditures over \$50,000

**Contact Person:** Jennifer Land

**Presented for:**  Action     Report Only

**Supporting Documents:**  None     Attached     Provided Later

**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

Board Policy CH(LOCAL) requires that any single, budgeted purchase of goods or services that costs \$50,000 or more shall require Board approval before a transaction may take place. The following list of proposed purchases is submitted for consideration:

Communities In Schools

For the 2021-2022 school year, Communities in Schools (CIS) will be offered at nine campuses (Miller Heights, Southwest, Chisholm Trail, Belton Middle, North Belton Middle, South Belton Middle, Lake Belton Middle, Belton High School and Lake Belton High School) with a full-time CIS staff member at the identified elementary campuses, SBMS, LBMS, NBMS and BMS, two positions at BHS and LBHS. The total cost for these positions is \$456,573 and CIS provides funding of \$251,115 (55%) for these positions. Belton ISD is responsible for the remaining \$205,458 (45%) and will make payment using budgeted funds in the 2021-2022 local budget. The total amount of the contract reflects a \$4,029 increase from the 2020-2021 school year.

Instructional Materials

a) Mentoring Minds

The District uses Mentoring Minds – Think Up supplemental resources for students in math grades 2-8 and science grades 5-8. The total amount for the purchase will be \$149,000. Funding for these materials is budgeted using the Instructional Materials Allotment.

b) Houghton Mifflin

At the June 2017 Board meeting, GoMath! by Houghton Mifflin was adopted as the state-approved resource for math instruction in K-5th grade. The purchase for materials was through the 2020-2021 school year. The state has moved the adoption of new materials to the 2026-2027 school year. This revision in the adoption calendar will require us to extend the purchase of our current materials for five additional years. The cost of these materials is \$266,000. Funding for these materials is budgeted using the Instructional Materials Allotment.

c) Education Service Center, Region 12 – Reading Academies

HB3 passed by the 86th Legislature in June 2019 requires all K-3rd grade teachers and principals to attend “teacher literacy achievement academies” by the 2022-2023 school year. These are referred to as Reading Academies. Belton ISD will contract with ESC 12 to provide professional learning for K-3 staff to meet this requirement through a year-long 60-hour PD. We are also encouraging 4th-5th grade teachers to attend. The total estimated cost for the program is \$348,500 over the next two years. These costs cover 450 teachers @ \$400 per teacher (\$180,000); 450 stipends @ \$300 per teacher (\$148,500 including

benefits); and 50 administrators @ \$400 per administrator (\$20,000). Funding for these expenses will be included in the general fund for fiscal year 2021-2022 and fiscal year 2022-2023.

d) Heinemann

At the March 2019 Board meeting, Fountas and Pinnell and Units of Study (both from Heinemann) were approved as the resource for K-5th grade English language arts. We are purchasing consumable Readers Notebooks for all students and student and teacher initial classroom sets to support the 25 additional elementary classrooms for the 2021-2022 school year. The total estimated cost is \$198,252. Funding for these materials is budgeted using the Instructional Materials Allotment.

e) IXL Learning

Belton ISD continues to use IXL Learning in K-12th grade math classrooms. The program provides a personalized plan for each student based on a diagnostic tool. The estimated cost for the program is \$94,125. Funding is budgeted using the Instructional Materials Allotment.

f) Power School – Performance Matters

Performance Matters is an assessment tool for teachers K-12th grades to design formative and summative assessments and disaggregate performance data for students. This allows teachers to identify areas of strength and needed support for each student. The total estimated cost is \$87,618. Funding is budgeted using the Instructional Materials Allotment.

GoGuardian Filtering and Classroom Management Tool

GoGuardian is a filtering tool designed to monitor Chromebook devices and assist with classroom device management. Belton ISD teachers will use GoGuardian's classroom management tool to view and manage the websites students access on their Chromebooks to improve classroom efficiency. This software protects students from accessing explicit content and alerts administrators if a student attempts to access inappropriate sites. The total estimated cost is \$64,195. Funding is budgeted in 2020-2021 general fund.

Skyward Renewal

Skyward Technology is the vendor for the District's Student and Financial Management Enterprise systems. The annual license fee of \$167,437 is due in September and will be paid with fiscal year 2021-2022 locally budgeted funds.

**Fiscal Implications:**

The total cost from local budget is \$785,590. Instructional Materials Allotment will fund \$794,995.

**Administrative Recommendation(s):**

Approve the expenses as presented.

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**June 21, 2021**

**Item:** RFP #2105-125-259 for Apparel, Uniforms, Accessories & Supplies

**Contact Person:** Tammy Shannon

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

RFP #2105-125-259 for Apparel, Uniforms, Accessories & Supplies replaces RFP #2012-126-249 and was posted on May 22, 2021. This proposal allows the purchase of goods and services on an as-needed basis. Pursuant to Section 2252.908 of Government Code, HB 1295 forms have been received and will be acknowledged on the Texas Ethics Commission website.

**Fiscal Implications:**

The funds for Apparel, Uniforms, Accessories & Supplies are allocated in the annual budget.

**Administrative Recommendation(s):**

Approve the vendor list for Apparel, Uniforms, Accessories & Supplies. This contract will be effective June 22, 2021 through June 30, 2022 and will automatically be extended for four (4) additional years, one (1) renewal year at a time.

**Apparel, Uniforms, Accessories & Supplies**  
**RFP #2105-125-259**

1st Place Awards & Gifts  
4imprint, Inc.  
Adam Bomb Graphics  
Airbrush Images, Inc.  
Al's Formal Wear  
American Dance/Drill Team  
Athletic Supply, Inc. 1090  
BSN Sports, LLC  
Bull Market Promotions  
C&G Sporting Goods dba Barefoot Athletic  
Cardinal's Sport Center  
Centex Recognition  
Champion Teamwear  
Cheerleading Company, Inc.  
Creative Costuming & Designs, Inc.  
Custom Design  
Custom Sportswear, Inc.  
Dance Sophisticates  
DANZGear  
Designs from the Hart Custom Screen Printing  
Discount Dance, LLC  
Educational Products, Inc.  
Floyette Originals, Inc.  
Freckles Graphics  
Frisco Sports Center  
GA Advertising  
Gandy Ink  
Getpoms.com  
Graphics Store  
Happy Feet Boots  
Intermedia  
IRC Team Sports  
J.W. Pepper & Son, Inc.  
JB Business Consulting and Printing, LLC  
Jostens, Inc.  
Just Say It  
Knockout Sportswear  
Leapin Leotards  
Lisa's Dance Connection  
M&M Apparel  
Mighty With All Trades

OG Custom Designs  
Pivot Performance Arts  
Presley Design Studio, LC  
Print It  
Promo Solutions  
Rebel Athletic, Inc.  
Red's Custom Tees  
Reynolds Uniforms  
Riddell  
Scarborough Specialties, Inc.  
School Tee Factory  
Selections Promotional Products  
Showday Designs, LLC  
Southeastern Performance Apparel  
Sportdecals, Inc.  
Stanbury Uniforms, Inc.  
Superior Trophies  
Team Go Figure  
Texas Motion Sports  
Texas Music Festivals Enterprise, Inc.  
Texas2Stictch  
Totally Graphic  
Tote Unlimited  
Trinity Enterprise Group, LLC  
Up In Stitches  
Varsity Spirit Fashions & Supplies, LLC  
Watch Dogs USA Incorporated  
Weissman

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**June 21, 2021**

**Item:** RFP #2104-650-258 for Signs, Safety & ID Products

**Contact Person:** Tammy Shannon

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

**Background Information:**

RFP #2104-650-258 for Signs, Safety & ID Products was posted on April 25, 2021. This proposal allows the purchase of goods and services on an as-needed basis. Pursuant to Section 2252.908 of Government Code, HB 1295 forms have been received and will be acknowledged on the Texas Ethics Commission website.

**Fiscal Implications:**

The funds for Signs, Safety & ID Products are allocated in the annual budget.

**Administrative Recommendation(s):**

Approve the vendor list for Signs, Safety & ID Products. This contract will be effective August 1, 2021 through July 31, 2022 and will automatically be extended for four (4) additional years, one (1) renewal year at a time.

**Signs, Safety and ID Products**  
**RFP #2104-650-258**

A Photo Identification  
A-1 Banner & Sign Co. Inc.  
AyrBalloons  
Critical Response Group  
D1 Design Group LLC  
FastSigns Temple  
Hicks Yard Signs dba Card My Temple  
Image Maker 4U, Inc.  
Inhouse Systems, Inc.  
K2Share, LLC dba Career Safe Online, LLC  
Lawn Letters of Belton  
Mody, Inc.  
PaperGraphics, LTD  
Pathmark Traffic  
Paul Jeremy Karnowski  
Precision Business Machines  
Print It  
Scarborough Specialties, Inc.  
Trinity Enterprise Group, LLC  
Watch Dogs USA Incorporated  
Yard Greeting Genie

**Belton Independent School District**  
***Board of Trustee Meeting Agenda Item***

***June 21, 2021***

**Item:** Resolution Authorizing Signatories to Conduct Banking Transactions for the District

**Contact Person:** Jennifer Land

**Presented for:** Action  Report Only

**Supporting Documents:** None  Attached  Provided Later

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**District Goal or Objective Addressed:**

Goal 1: Implement and monitor well-designed processes, including long-range planning and budgeting, to address future growth, changing student needs, and the maintenance of effective and efficient operations.

**Background Information:**

Pursuant to provisions of Chapter 45, Subchapter G of the Texas Education Code (TEC), the District has BBVA Compass serving as the depository for all funds. Under the terms of the depository agreement the Board of Trustees designates those individuals who are authorized to sign on behalf of the District. The Administration recommends that by Resolution the Board authorize signers of District financial documents to include checks. The Board President, the Superintendent and Chief Financial Officer will be named as authorized signers for District checks. The Superintendent and Chief Financial Officer will be named as authorized signers for all other District financial documents. This Resolution will be updated as needed to remove or add designated individuals to sign financial documents including checks.

The Resolution being presented limits the Board President, Jeff Norwood to affixing his signature to district accounts. The Superintendent, Matthew Smith and Chief Financial Officer, Jennifer Land, will be authorized to sign all District financial documents to include checks and authorization to conduct daily banking activity to include wire transactions, ACH's, transfers, stop payments, account creation and closure and authorize limited access to all District accounts for the orderly conduct of banking activity for the District. The Resolution also authorizes the use of a digital facsimile signature for at least two of those authorized signers to be affixed to District checks.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

Approve the Resolution as presented.

**RESOLUTION DESIGNATING AUTHORIZED SIGNERS  
OF DISTRICT FINANCIAL DOCUMENTS**

**WHEREAS**, The Belton Independent School District (the District) desires to provide for the orderly and efficient conduct of District financial business specifically with regard to the execution of all District financial documents, including checks;

**NOW THEREFORE, BE IT RESOLVED**, That the Board of Trustees authorizes the Board President to sign District checks.

**BE IT FURTHER RESOLVED**, That the Board of Trustees authorizes the Superintendent and the Chief Financial Officer to sign all District financial documents to include checks and authorization to conduct daily banking activity to include wire transactions, ACH's, transfers, stop payments, account creation and closure and authorize limited access to all District accounts for the orderly conduct of banking activity for the District.

**BE IT FURTHER RESOLVED**, That the Board of Trustees authorizes the use of a digital facsimile signature with at least two signatures of either the Board President, the Superintendent, or the Chief Financial Officer to be affixed as evidenced by properly executed signature cards with the District depository bank.

**ADOPTED** this 21st day of June, 2021, by the Board of Trustees of the Belton Independent School District.

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Jeff Norwood, President

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Manuel Alcozer, Secretary

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**

**June 21, 2021**

**Item:** Resolution Identifying Hazardous Traffic Conditions

**Contact Person:** Michael Morgan

**Presented for:**  Action     Report Only

**Supporting Documents:**  None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 2: Ensure exceptional learning experiences for each and every student.

**Background Information:**

Texas Education Code 42.155(d) allows Districts to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school. No more than 10% of the District's routes may be designated as "hazardous" for state funding purposes. Using a standardized matrix with various safety and traffic criteria, the Transportation Department evaluates the hazardous walk-out areas in the District to ensure that students have a safe walking path to school and annually makes recommendations for the adoption of a resolution regarding Hazardous Traffic Conditions.

The Administration has identified the hazardous routes for the 2021-2022 school year which are included in the proposed Resolution. Item 13 has been added to include two areas along Main Street (SH 317) for Belton Middle School, Belton High School and Charter Oak Elementary School.

Also attached is a summary prepared by the Transportation Department that explains their evaluation process and identifies the hazardous routes in each school's attendance zone.

**Fiscal Implications:**

The Resolution regarding hazardous traffic conditions allows the District to secure transportation funding based on hazardous traffic conditions. The designated routes do not exceed 10% of our regular routes.

**Administrative Recommendation(s):**

Approve the proposed Resolution regarding hazardous traffic conditions as presented.

## RESOLUTION REGARDING HAZARDOUS TRAFFIC CONDITIONS

WHEREAS, Texas Education Code 42.155(d) allows the Board of Trustees of the Belton Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school;

WHEREAS, the TEA handbook of School Transportation Allotments requires the Board to adopt language providing the definition of hazardous traffic conditions applicable to the District and identifying the specific hazardous areas for which such funding is requested;

WHEREAS, the Board acknowledges the Texas Education Code 42.155(d) provisions stating that a hazardous condition exists where no walkway is provided and students must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Belton Independent School District has defined hazardous traffic conditions in the same manner as stated in Texas Education Code 42.155(d) and has identified the following specific hazardous areas in which such conditions exist:

1. North of FM 2305 from Highway 317 to Kegley Road, with the exception of all housing developments along Westfield Boulevard and Northgate Subdivision; for Tarver Elementary School and North Belton Middle School;
2. South of Hogan Road along South Pea Ridge Road to include Southern Draw, The Reserve at Pea Ridge Phase I & II, Windcrest, and The Plains at Riverside; for Charter Oak Elementary, Pirtle Elementary, Lake Belton Middle School;
3. South of FM 2305, down Old Waco Road to Tarver Drive to include Cameron Park Road, Old Waco Lane, Venus Drive, Jupiter Drive and Southern Draw Road; for Pirtle Elementary;
4. West side of Main Street from 2nd Avenue, north to West 11th Avenue; for Southwest Elementary and South Belton Middle School;
5. West side of Main Street to Dunns Canyon Road and north of W 13<sup>th</sup> Avenue to Canyon Springs Drive with the exception of the Camino Principal Area; for Sparta Elementary, Belton Middle School and Belton High School;
6. FM 2271 from Overlook Ridge north to Tejas Lane and west of FM 2271 to Woodland Point Rd; for Lakewood Elementary;
7. West of Loop 121 from Sparta Road to I-14 to include and end at Sendera Estates; south of Highway 190 from Old Golf Course Road to Connell Street; for South Belton Middle School and Chisholm Trail Elementary. Excluding Sendera Estates for Chisholm Trail Elementary;
8. All areas within a two-mile radius of Lake Belton High School with the exception of Windmill Farms directly to the south of the campus;
9. North of 6th Avenue from I-35 Service Road to Old Waco Road with the exception of Belton New Tech High School @ Waskow and Belton Early Childhood School;
10. East side of Main Street to I-35 Service Road and south from 6th Avenue to I-14 service road; for Southwest Elementary;
11. All areas within a two-mile radius of Chisholm Trail Elementary with the exception of Sendero Ranch directly to the west and north of the campus;
12. South of FM 436 to Elm Grove Spur and from Loop 121 east to Elm Grove Road north of FM 436 from Shady Lane to 7978 FM 436; for Miller Heights Elementary;
13. East side of Main Street from 13<sup>th</sup> Avenue to Mystic River Subdivision; for Belton Middle School and Belton High School; east side of Main Street from 24<sup>th</sup> Avenue to Mystic River Subdivision for Charter Oak Elementary;

Adopted this 21st day of June, 2021, by the Board of Trustees of Belton ISD.

# Belton ISD

## Hazardous Routes 2021-2022



# Hazardous Routes

The state provides funding for public schools to bus students to and from campuses that are two miles or more from their home. In Belton ISD, families living closer than two miles from their assigned school are in the 'not eligible for transportation zone', or NETZone. Students in the NETZone are only provided bus service if their route to school is hazardous.

# Hazardous Routes

*The Texas Education Code 42.155(d) sets the definition of a hazardous area as follows:*

‘A hazardous condition exist in high traffic areas when no walkway is provided and children must walk along or across a freeway or expressway, an underpass, or bridge, and uncontrolled major artery, an industrial or commercial area or another comparable condition. Construction areas may be considered hazardous on an as needed basis.’

# Hazardous Routes

## Board Policy CNA (Legal) - Hazardous Conditions

The Board shall provide to the commissioner the definition of hazardous conditions applicable to the District and shall identify the specific hazardous areas for which the allocation is requested.

# Hazardous Routes

## Board Policy CNA (Legal) - Hazardous Conditions

The District may apply to the commissioner of education for an additional amount of up to ten percent of its regular transportation allotment to be used for the transportation of students living within two miles of the school they attend who would be subject to hazardous traffic conditions if they walked to school.

# Hazardous Routes

Belton ISD has developed a standardized form to evaluate areas less than two miles from each school across the district. The form addresses both new and existing areas for bus service.

The rating scale shall be used in determining the need to provide bus service from an area to a school when it is judged not safe for the student to walk to school. The absence of a sidewalk alone does not mean the area is hazardous.

SCHOOL:	AREA:	Points
This rating scale shall be used in determining the need to provide bus service from an area to a school when it is judged not safe for the student to walk to school. Place the appropriate score in the space provided to the left of the factors affecting the child's route to school. It may be necessary to mark more than one description per subject.		
Description of Area		Points
Industrial/Commercial area with no walkways		100
Apartment complex on major streets without walkways		80
Residential area with no walkways to school		60
Rural area with no walkways		40
Residential/rural/apartment area with walkways		20
Description of Streets and Highways to be Crossed or Traveled		
Overpass/Underpass across an expressway		100
Access road along an expressway		90
Railroad crossing		90
Narrow, winding, isolated streets without walkways		80
Narrow, winding, isolated streets with walkways		70
Four lane highway/major artery without walkways		70
Four lane highway/major artery with walkways		60
Two lane road carrying heavy traffic		50
Two lane road carrying light traffic		40
Low water crossing		30
Residential area without walkways		20
Residential area with walkways		10
Distance - Home to School - based on nearest hazardous condition		
1.75 - 1.99 miles		100
1.50 - 1.74 miles		90
1.25 - 1.49 miles		80
1.00 - 1.24 miles		70
.75 - .99 miles		60
.50 - .74 miles		50
.25 - .49 miles		30
.00 - .24 miles		20
Traffic Controls Located Between Home and School Which Assist the Student		
None provided		100
Pedestrian crossing of major street with no assistance		80

Neighborhood streets with no controls	60
Neighborhood streets with controls	40
School crossing zones provided	30
Neighborhood streets with crossing guard	10
Traffic Density of Major Roads or Arteries	
Heavy traffic at all times	100
Heavy rush hour traffic - normal at other times	85
Medium density at all times	70
Medium rush hour traffic - normal at other times	55
Low density traffic at all times	40
Speed Limits of Major Roads to be Crossed	
45 m.p.h. +	100
35 - 44 m.p.h.	75
25 - 34 m.p.h.	50
10 - 24 m.p.h.	25
Number of Major Intersections to be Crossed	
Six or more	100
Five	90
Four	80
Three	70
Two	60
One	50
Number of Feeder Streets	
Streets that carry neighborhood traffic to major streets/arteries to be crossed	
Six or more	100
Five	90
Four	80
Three	70
Two	60
One	50

209

Apply Scores from Evaluation of Hazardous

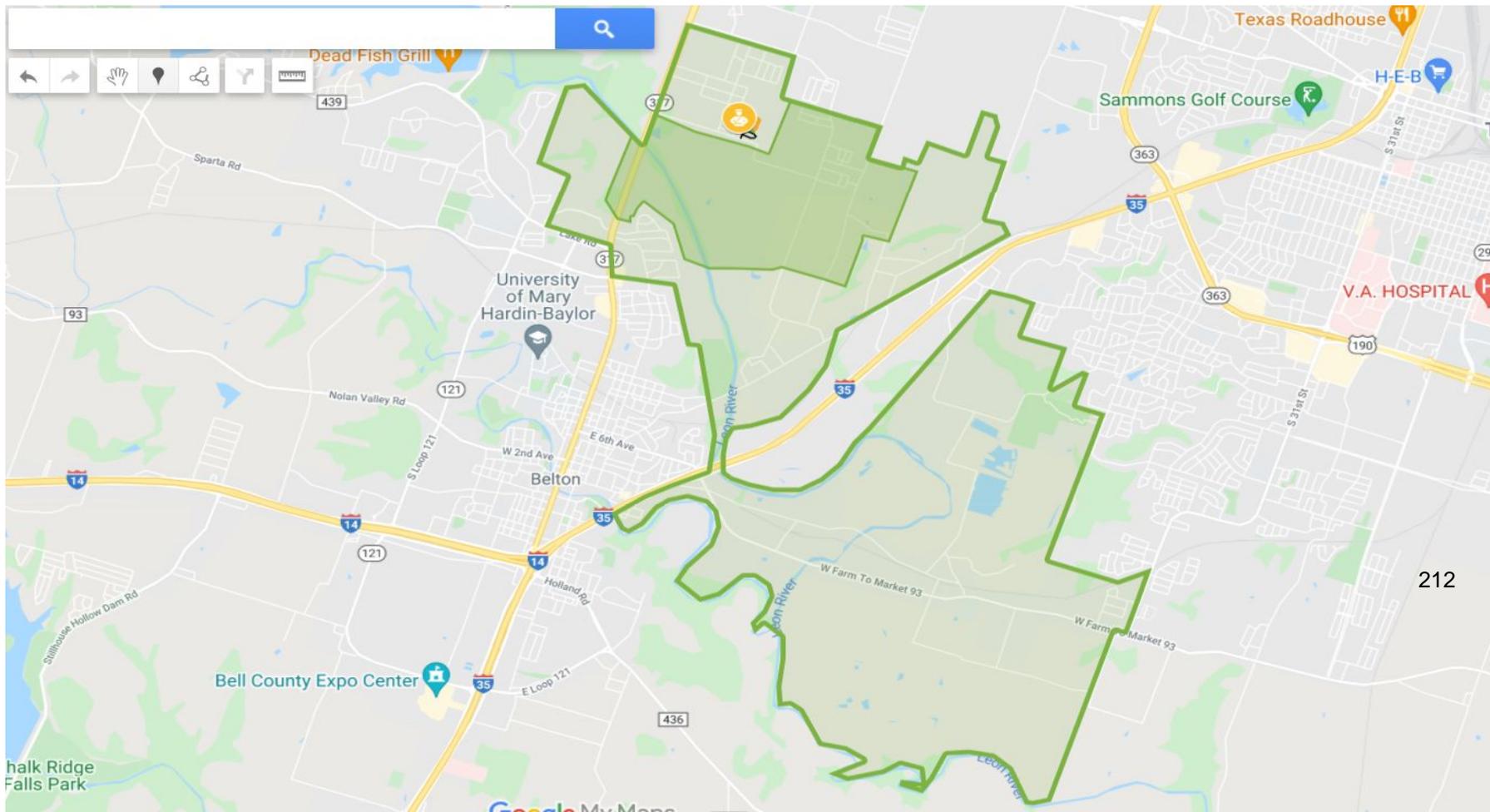


# Belton ISD

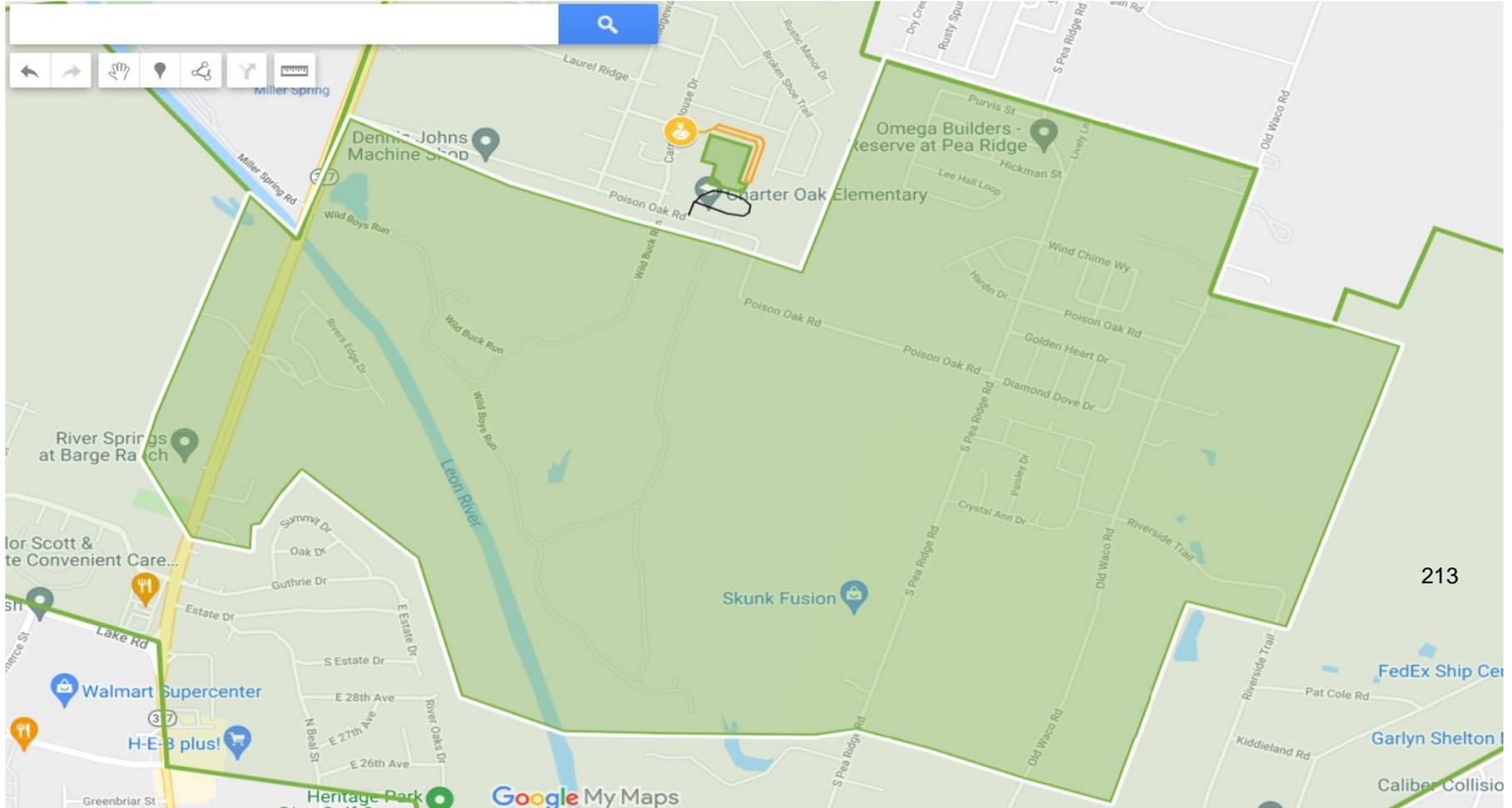
## *Elementary Schools* Hazardous Routes



# Charter Oak Elementary: Attendance Zone

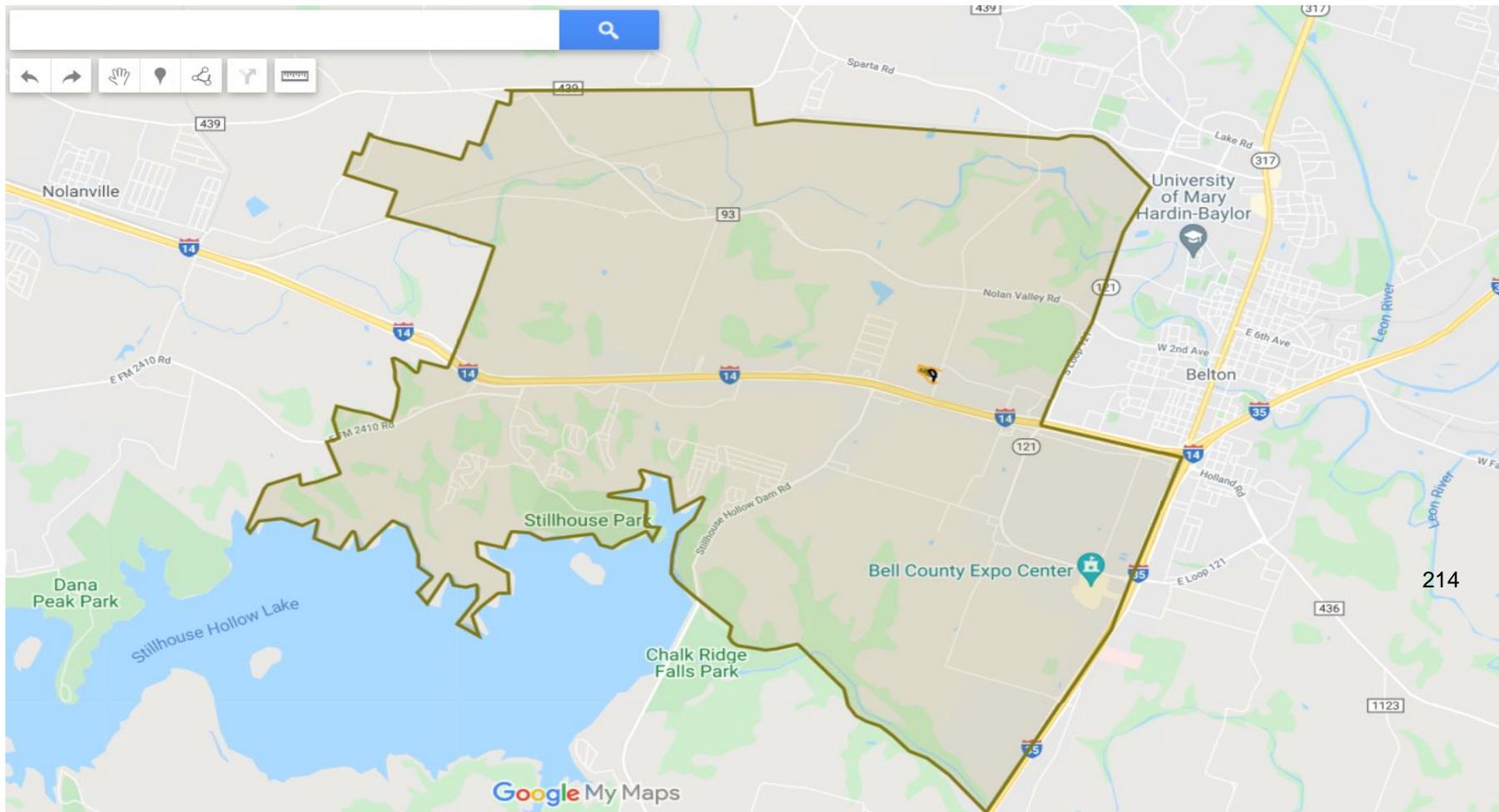


# Charter Oak Elementary: Hazardous Routes



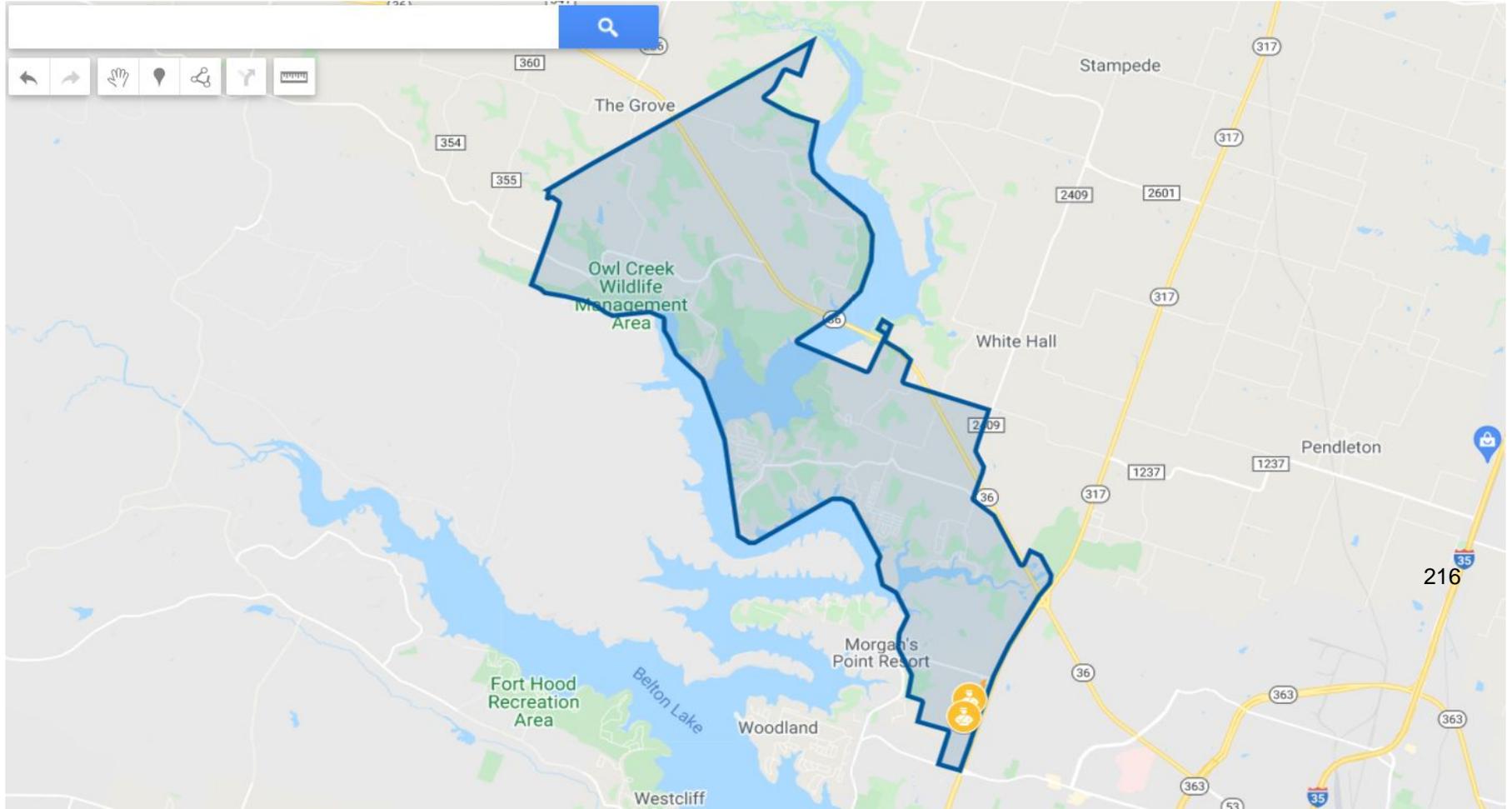
213

# Chisholm Trail Elementary: Attendance Zone

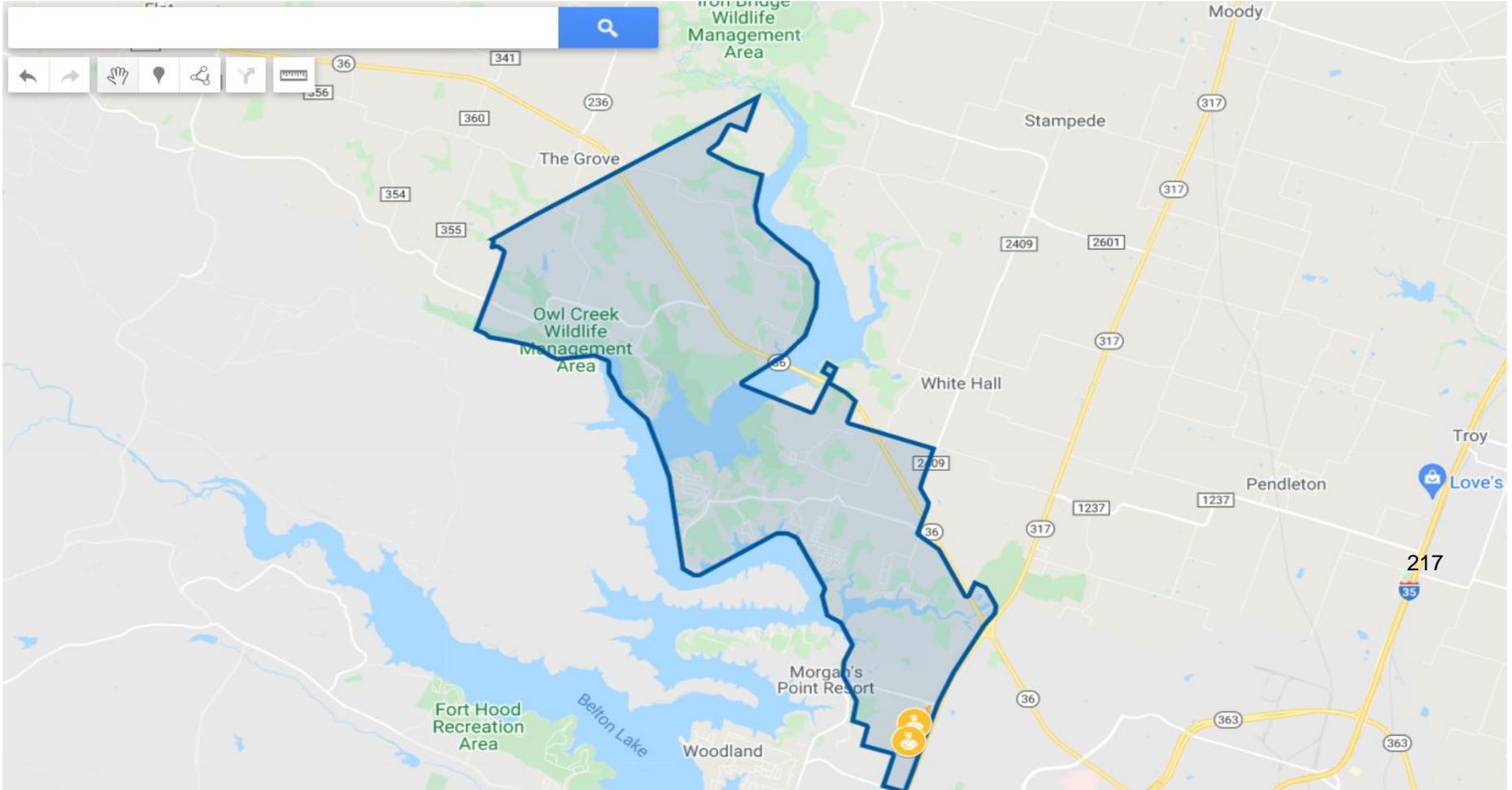




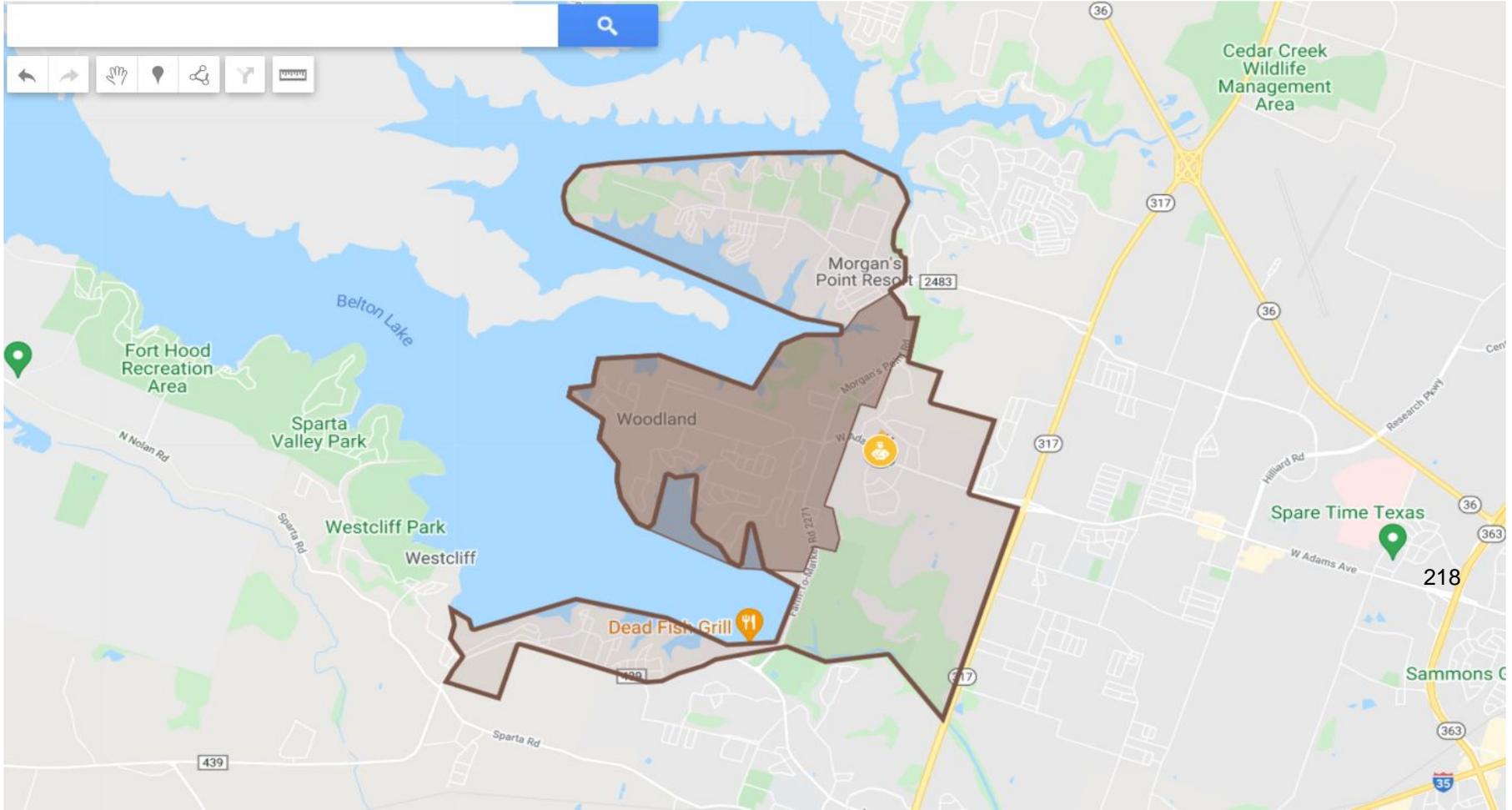
# High Point Elementary: Attendance Zone



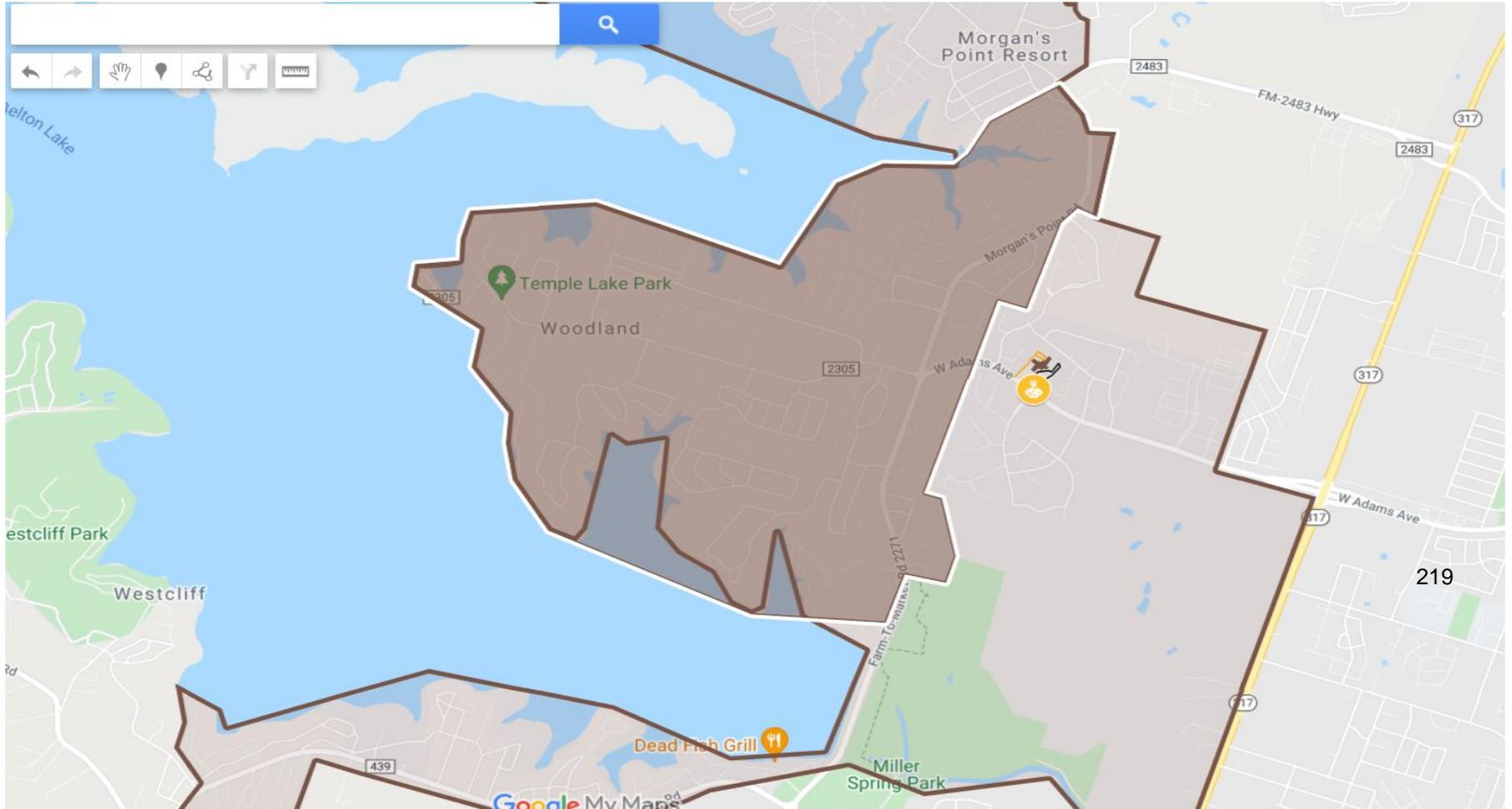
# High Point Elementary: No Hazardous Routes



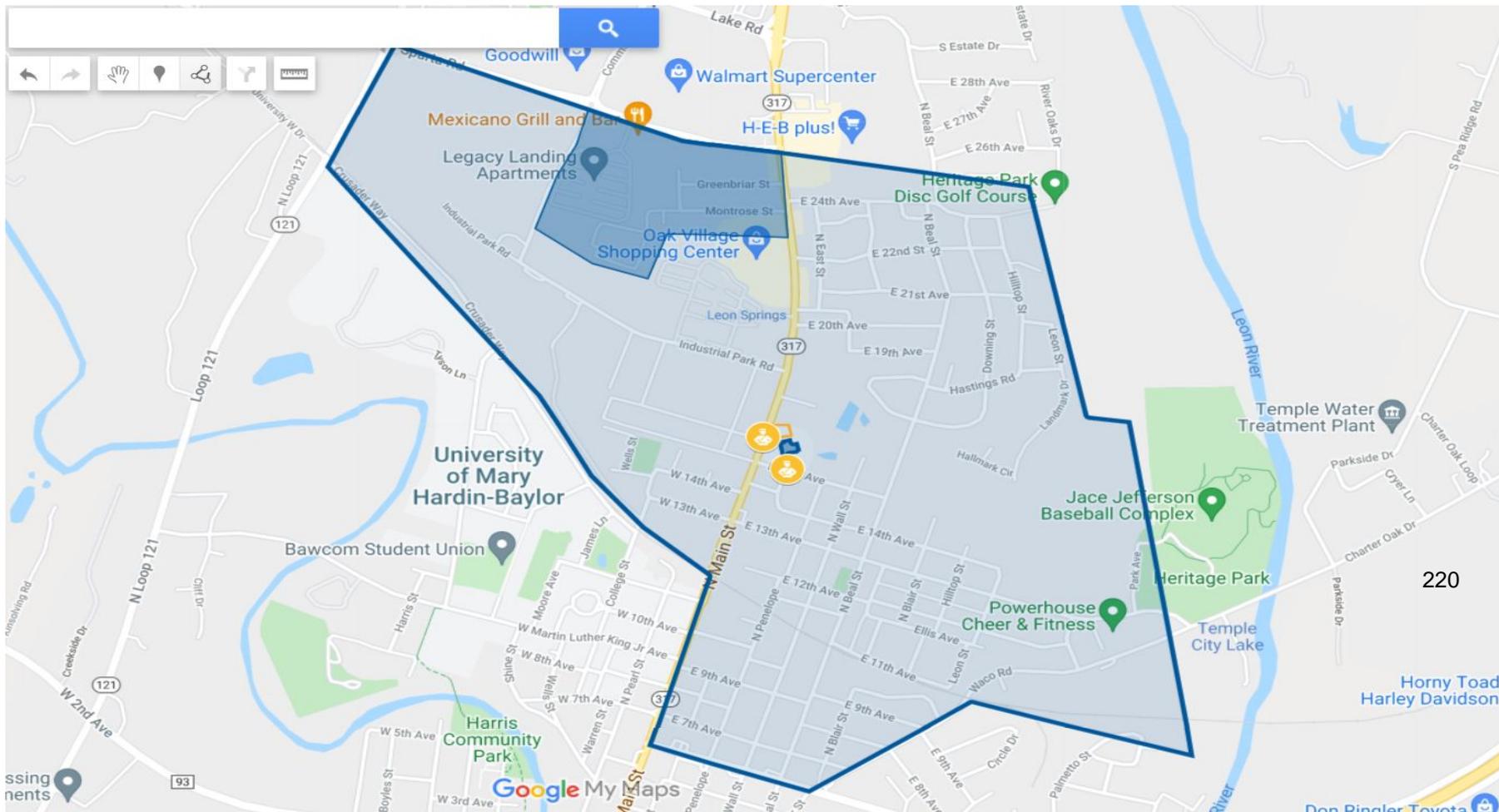
# Lakewood Elementary: Attendance Zone



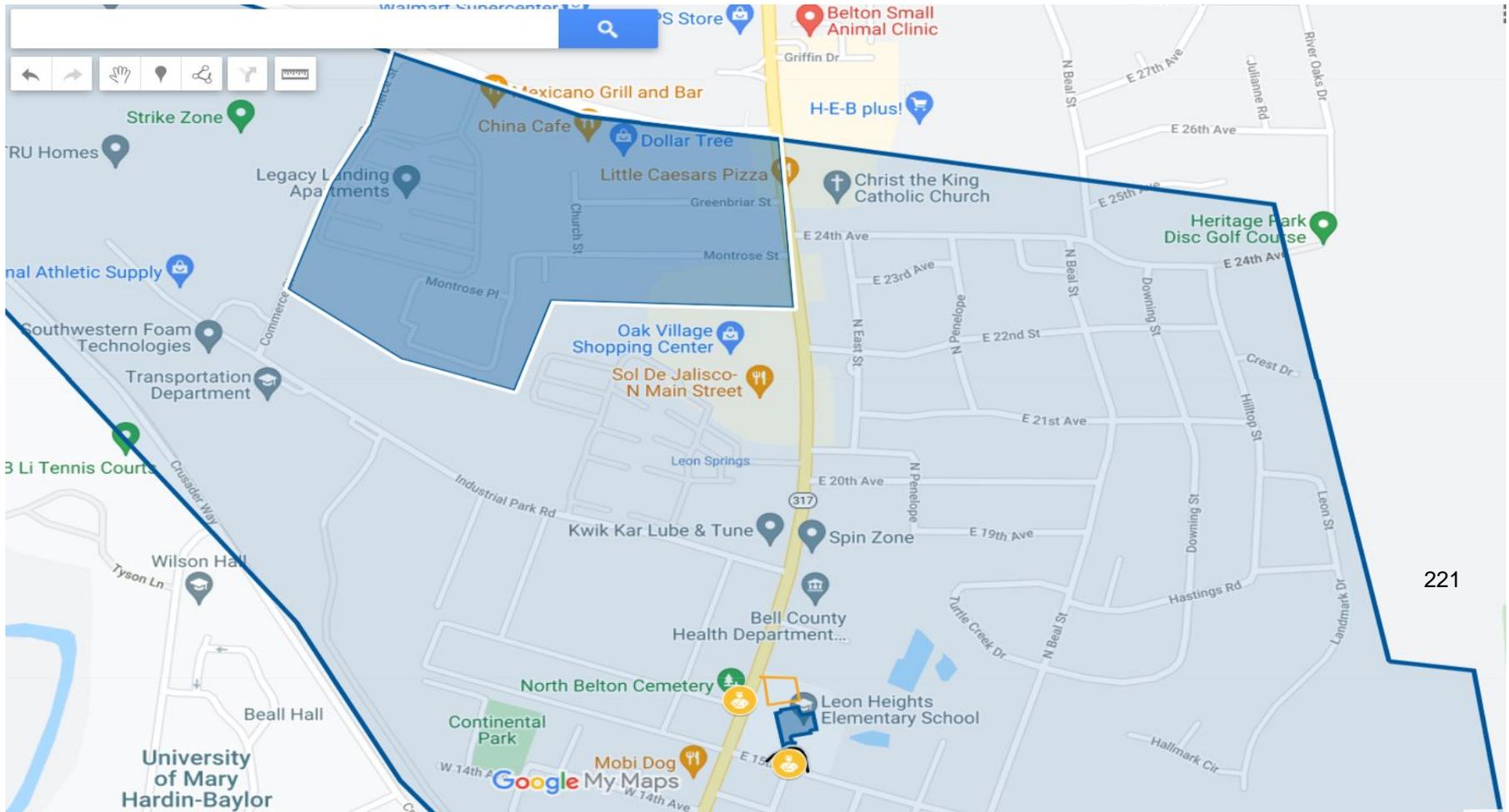
# Lakewood Elementary: Hazardous Routes



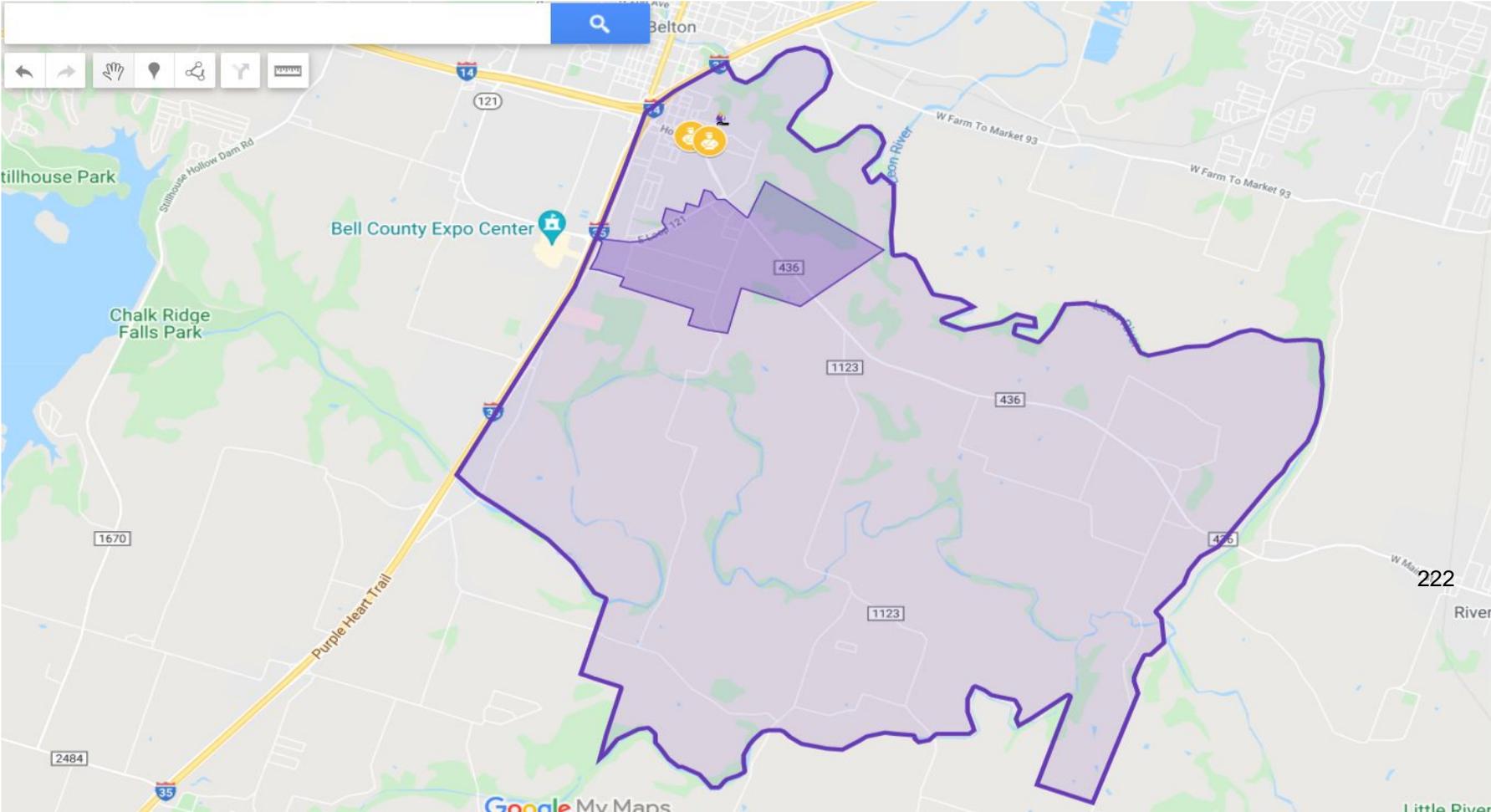
# Leon Heights Elementary: Attendance Zone



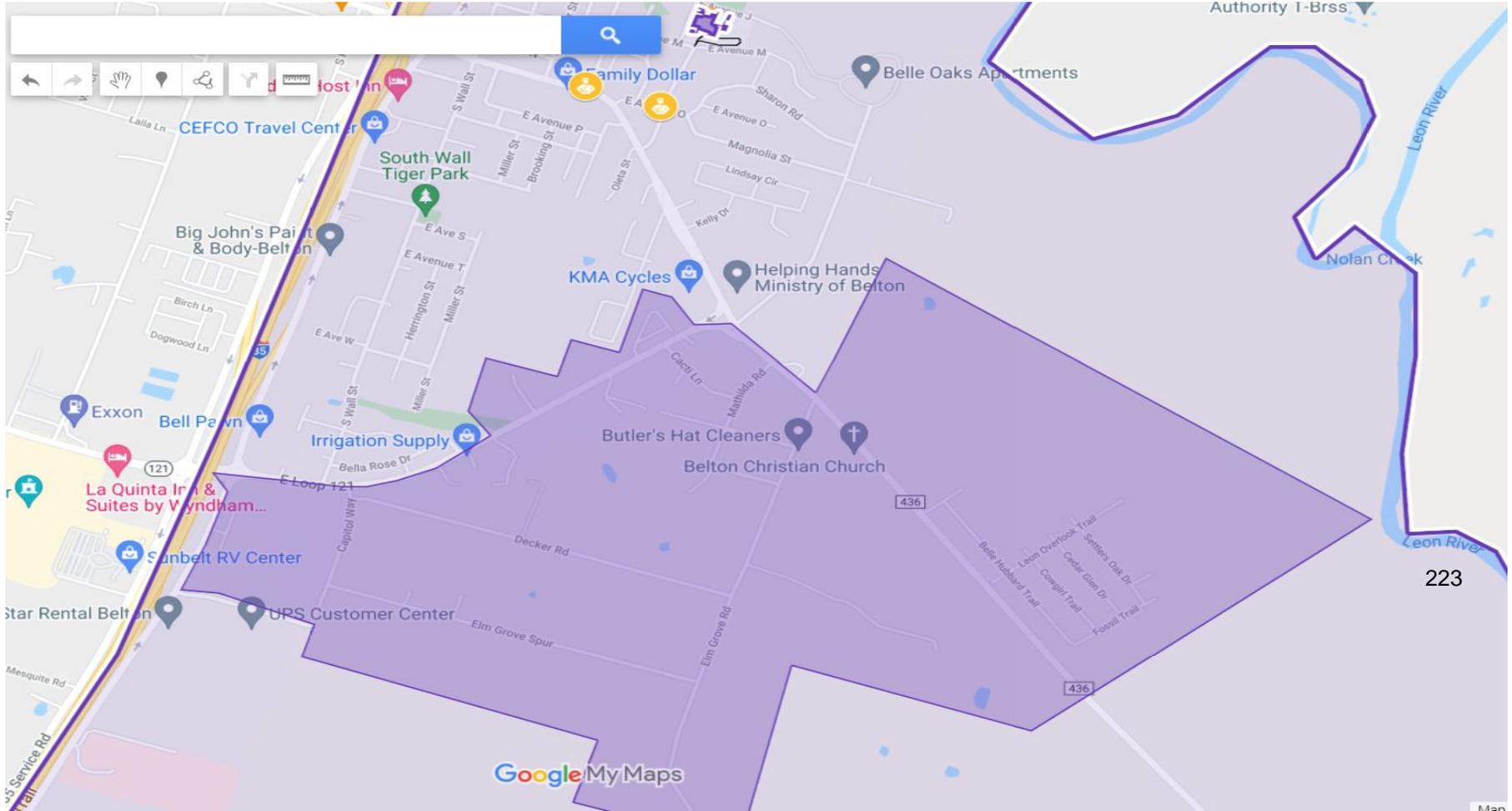
# Leon Heights Elementary: Hazardous Routes



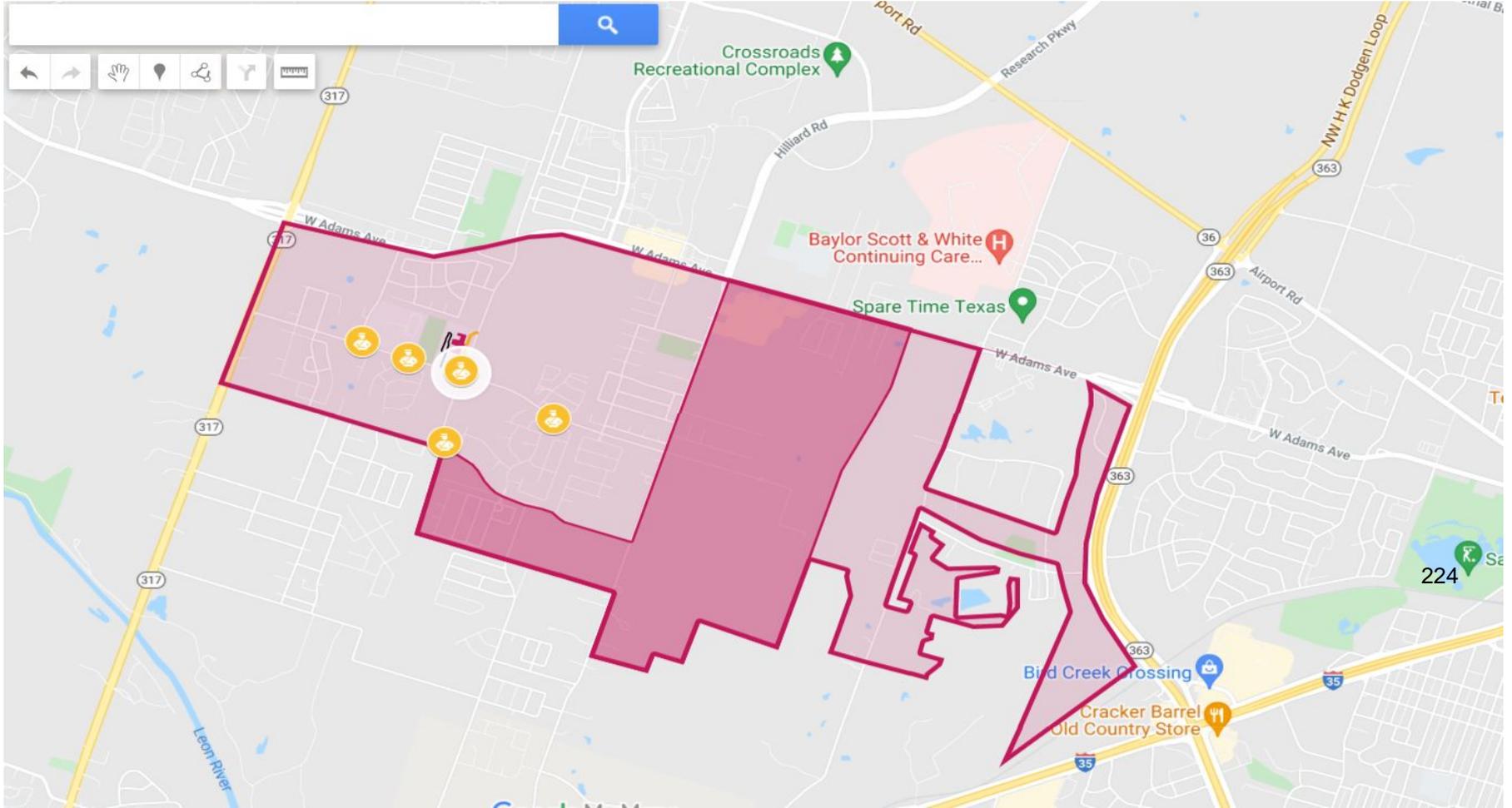
# Miller Heights Elementary: Attendance Zone



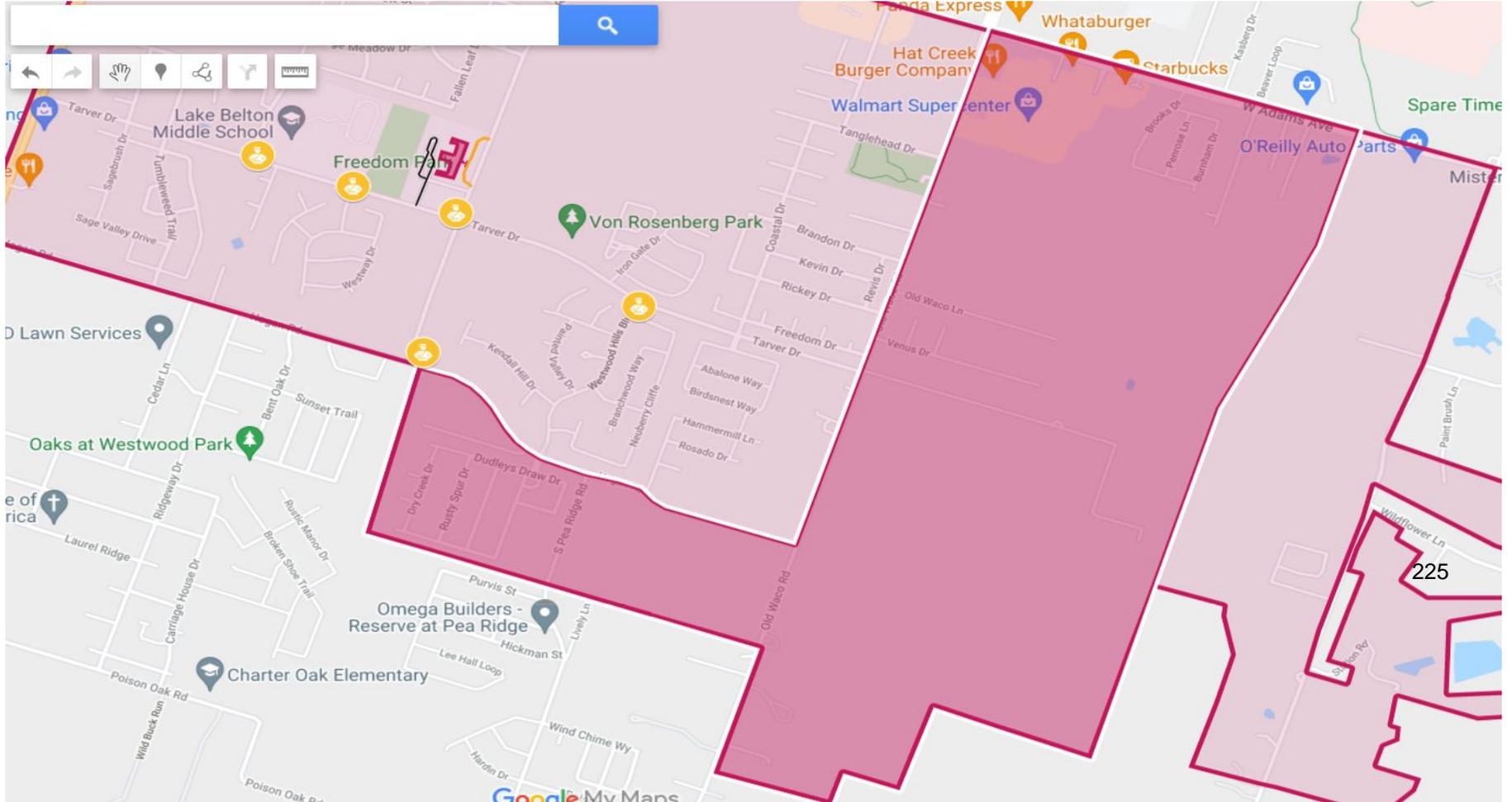
# Miller Heights Elementary: Hazardous Routes



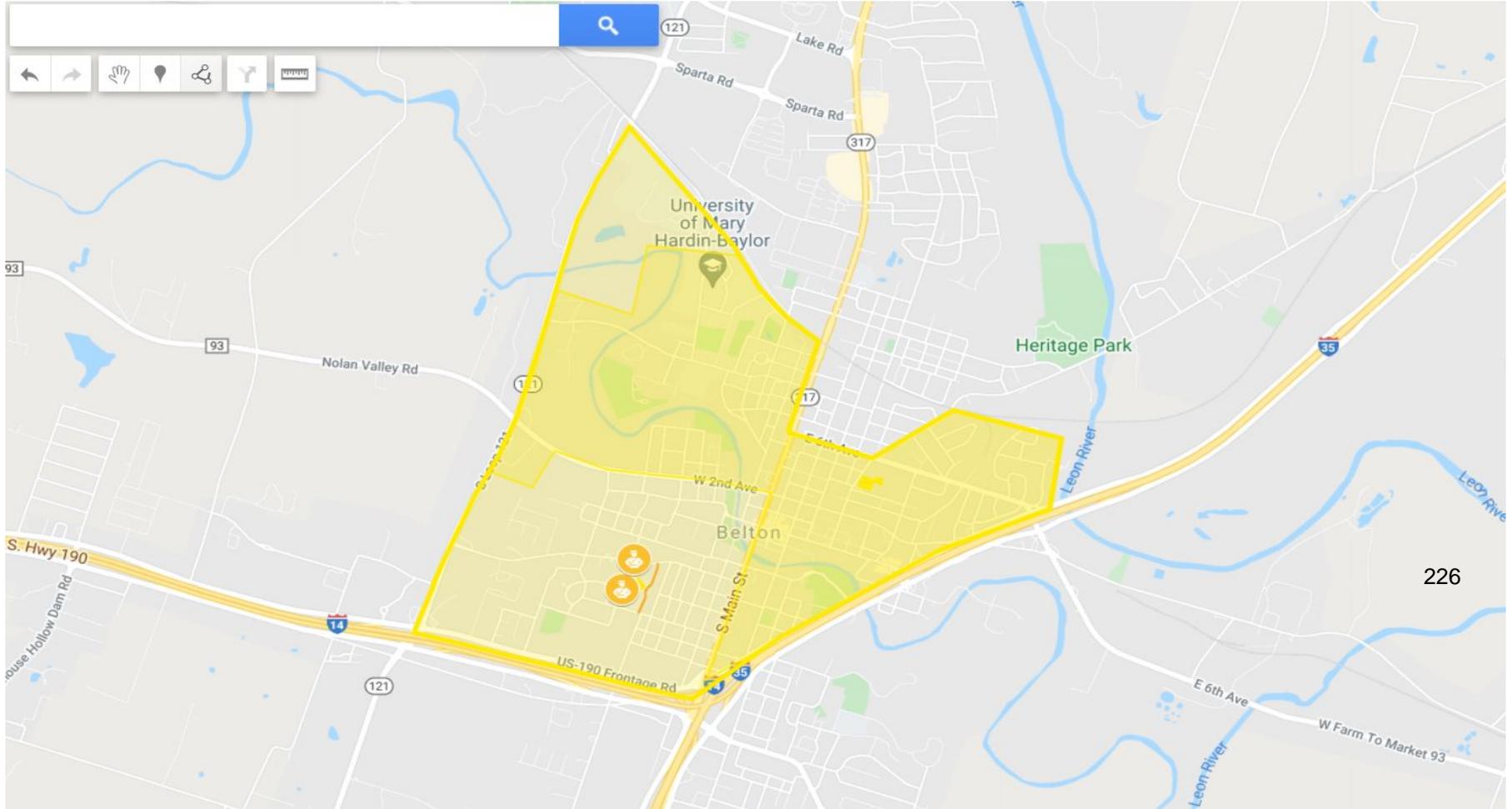
# Pirtle Elementary: Attendance Zone



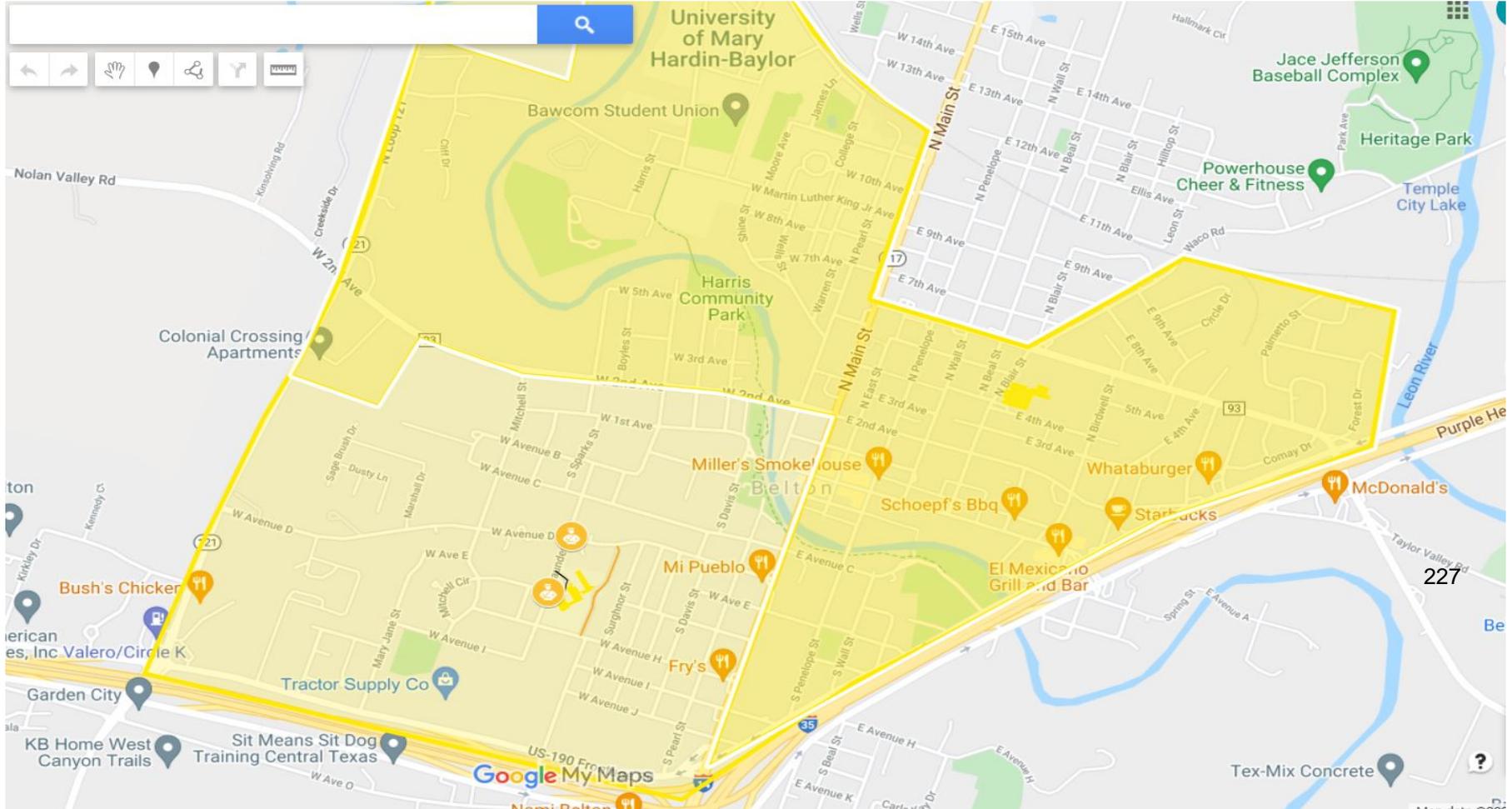
# Pirtle Elementary: Hazardous Routes



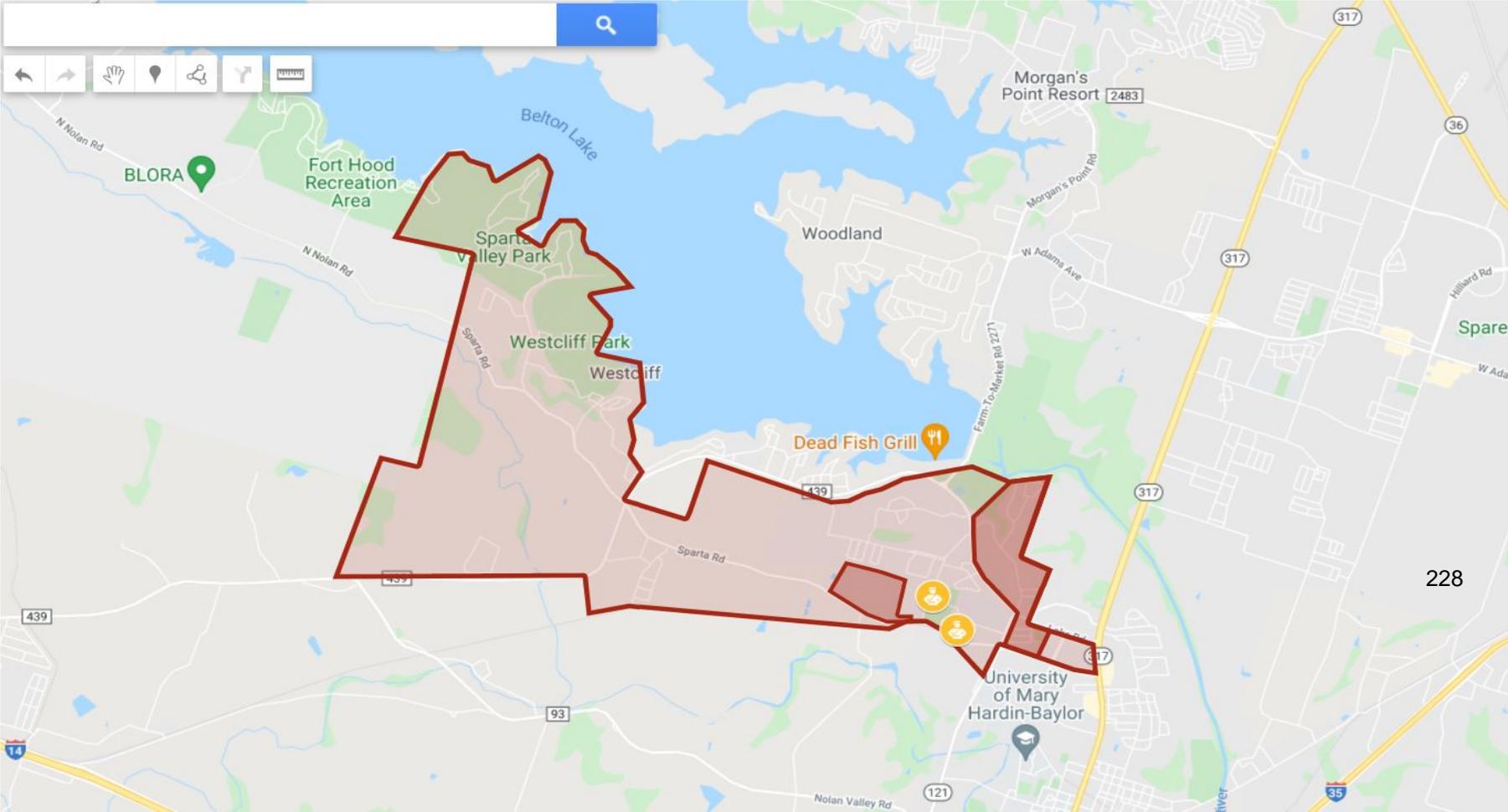
# Southwest Elementary: Attendance Zone



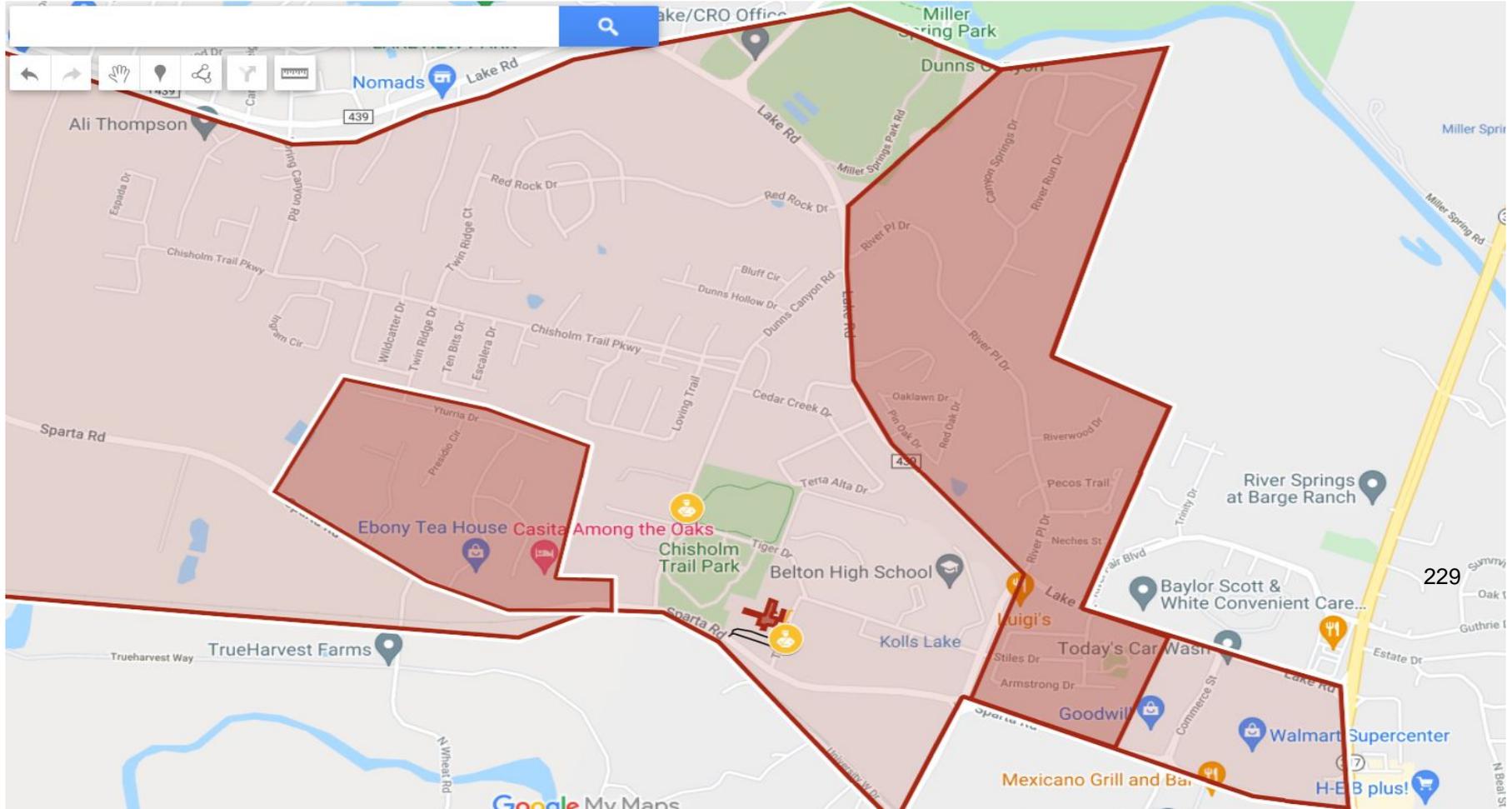
# Southwest Elementary: Hazardous Routes



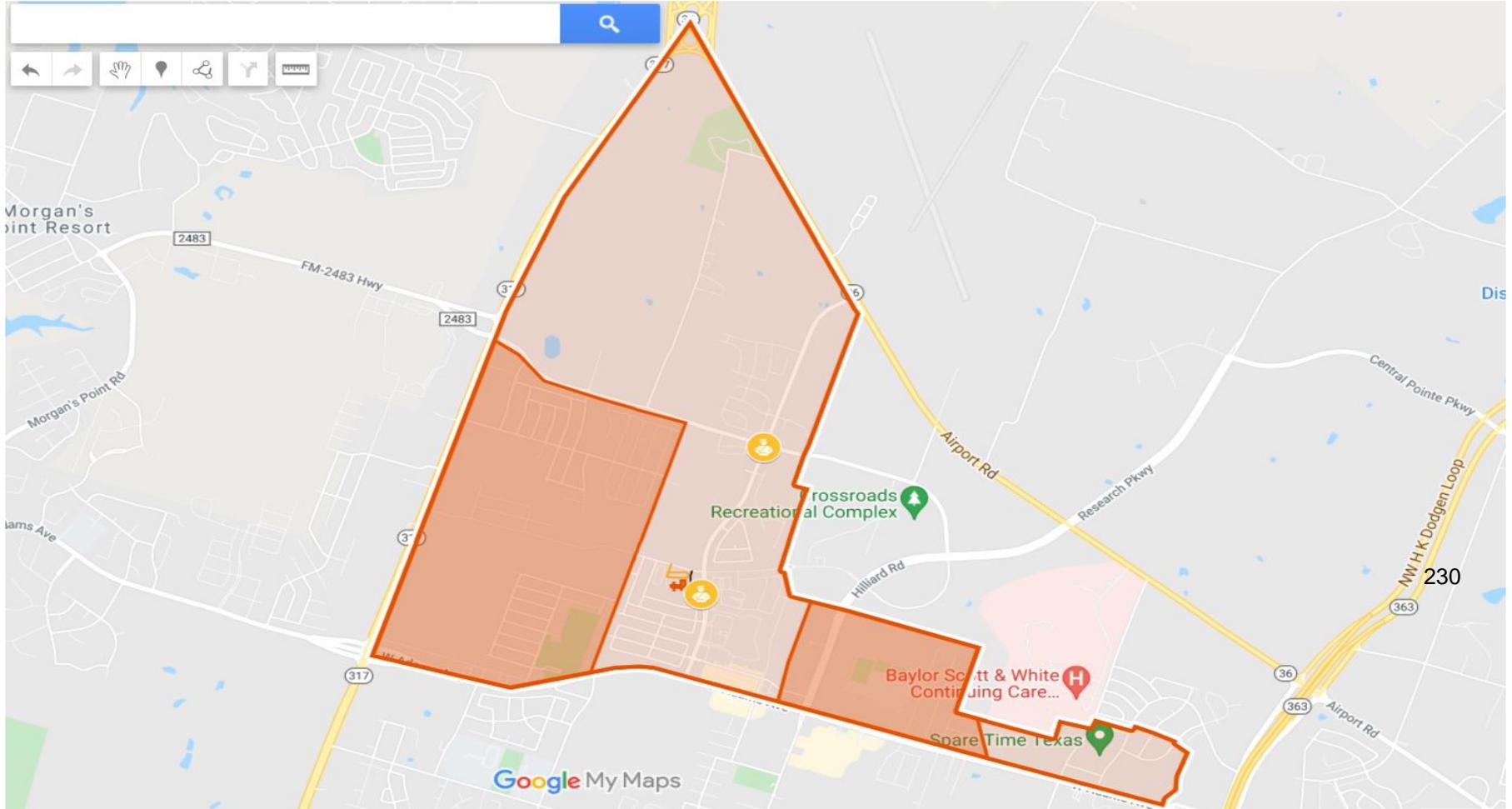
# Sparta Elementary: Attendance Zone



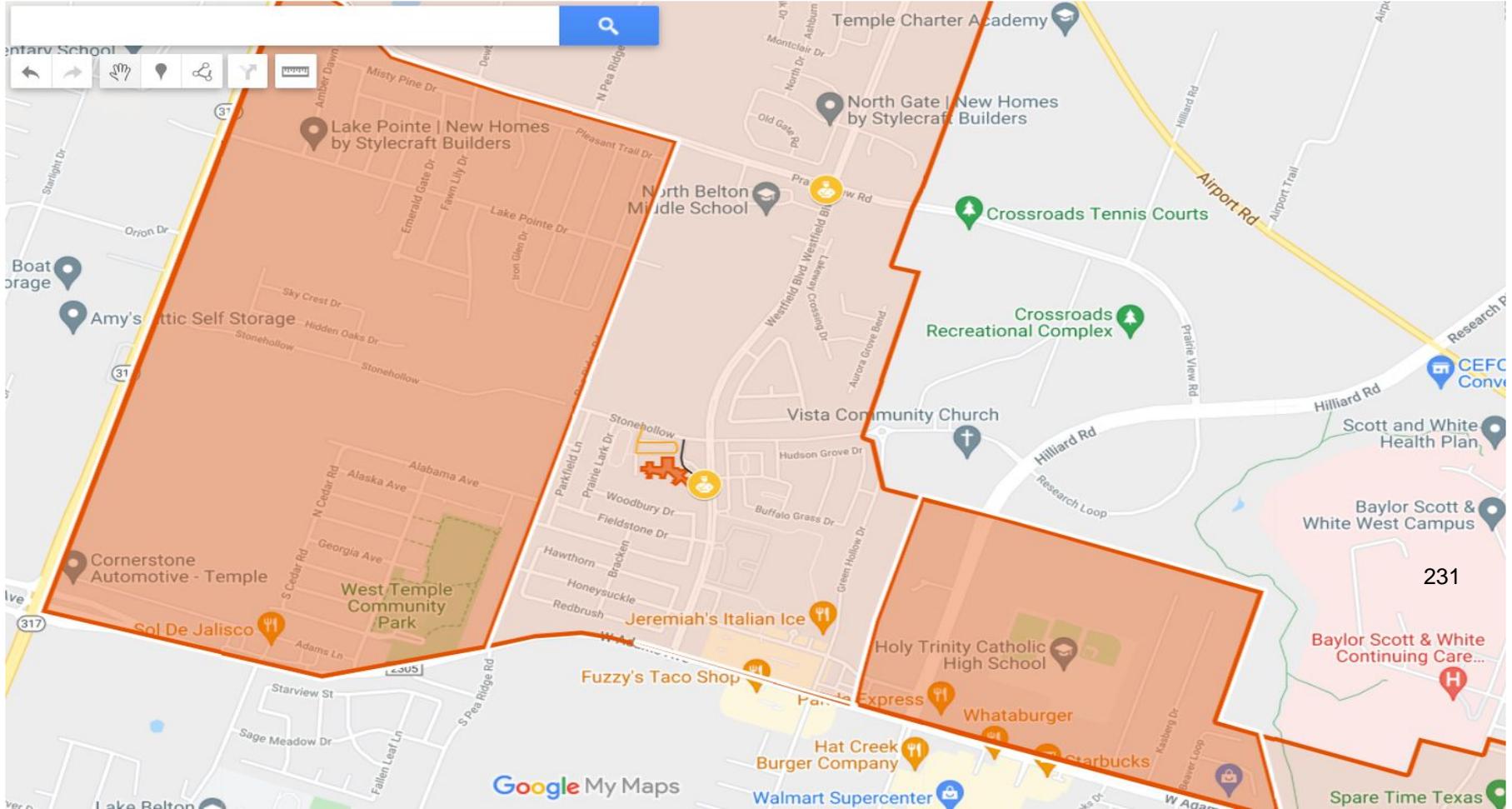
# Sparta Elementary: Hazardous Routes



# Tarver Elementary: Attendance Zone



# Tarver Elementary: Hazardous Routes



# Belton ISD

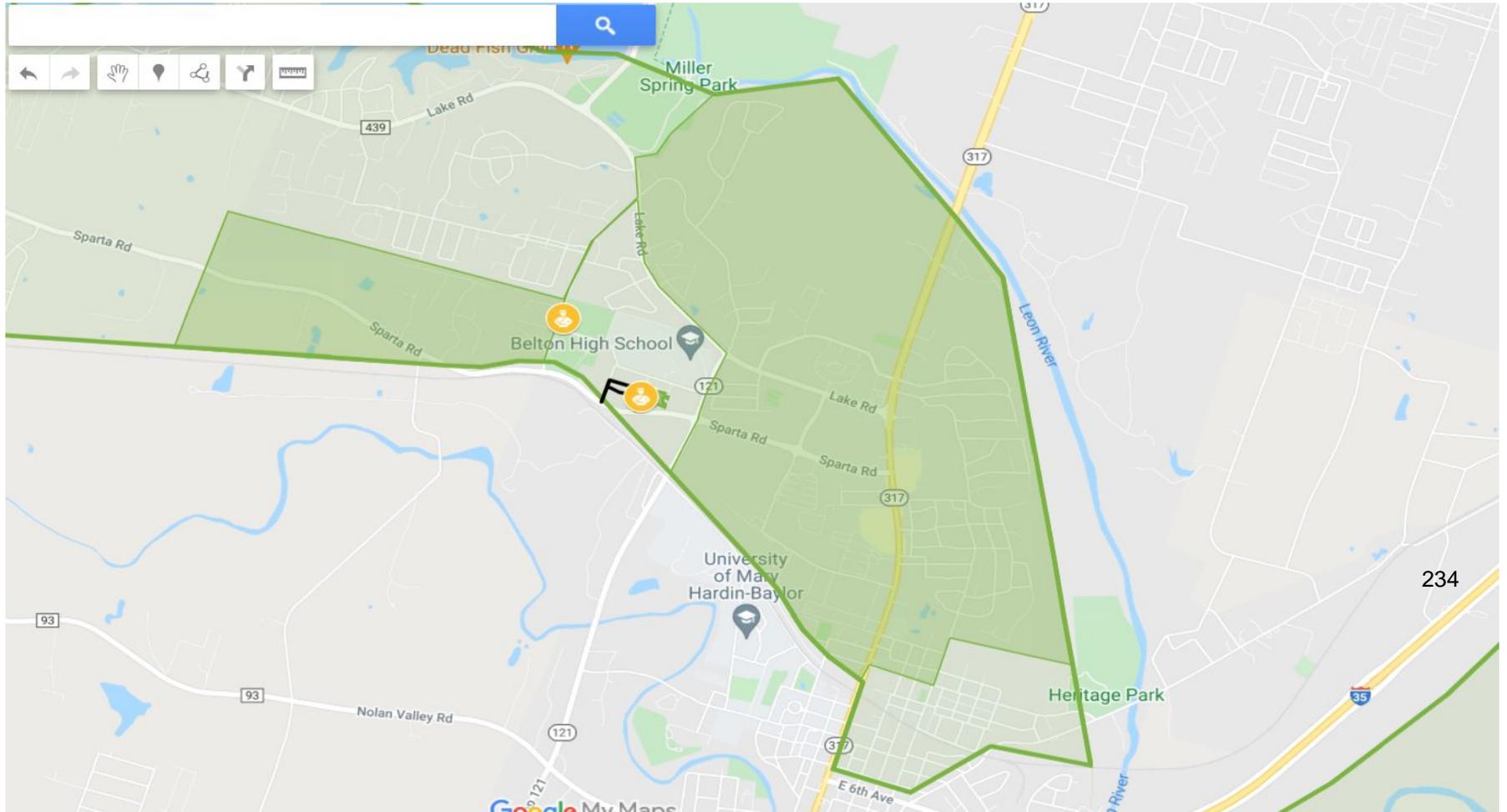
## *Middle Schools* Hazardous Routes



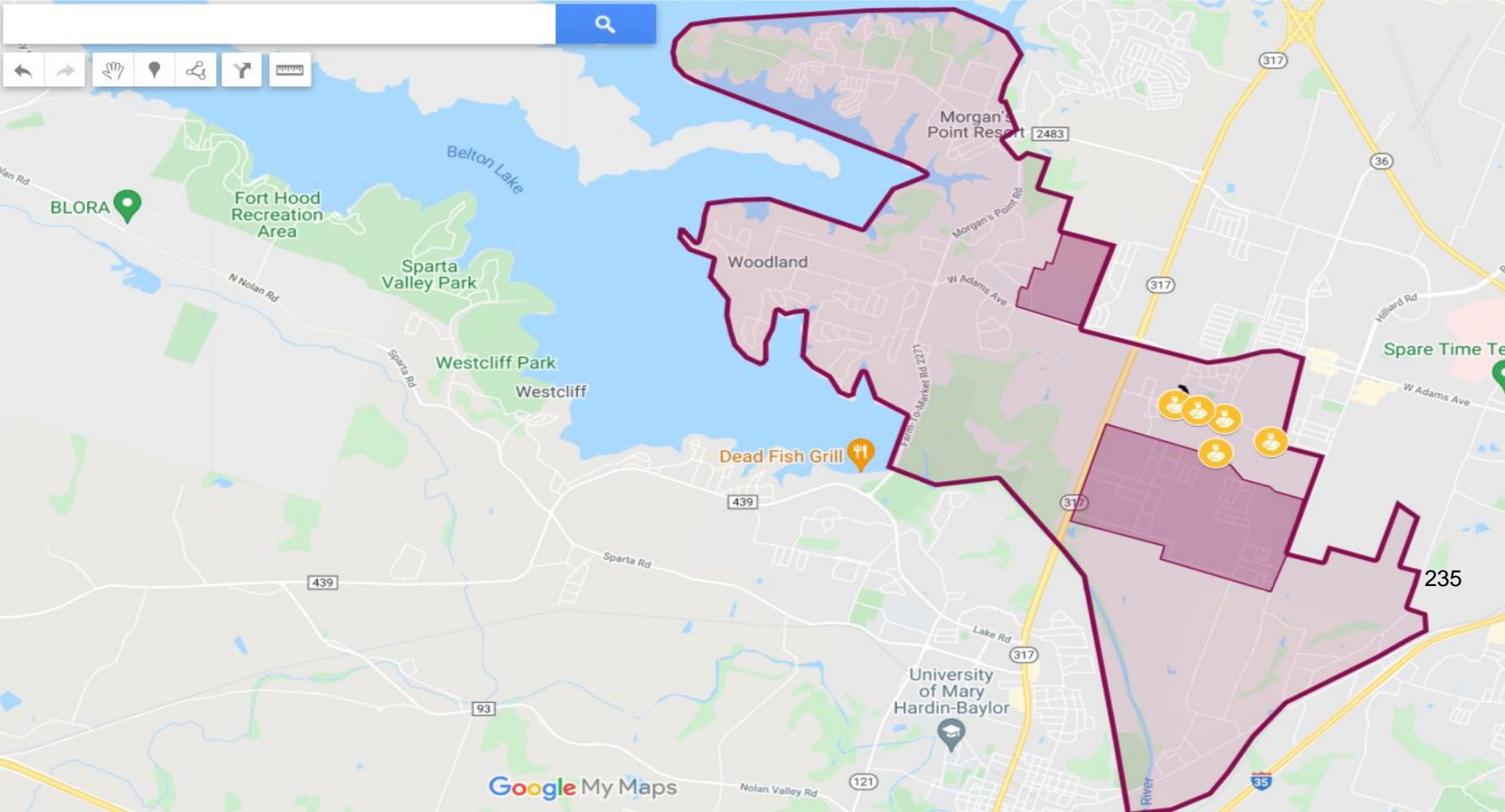
# Belton Middle School: Attendance Zone



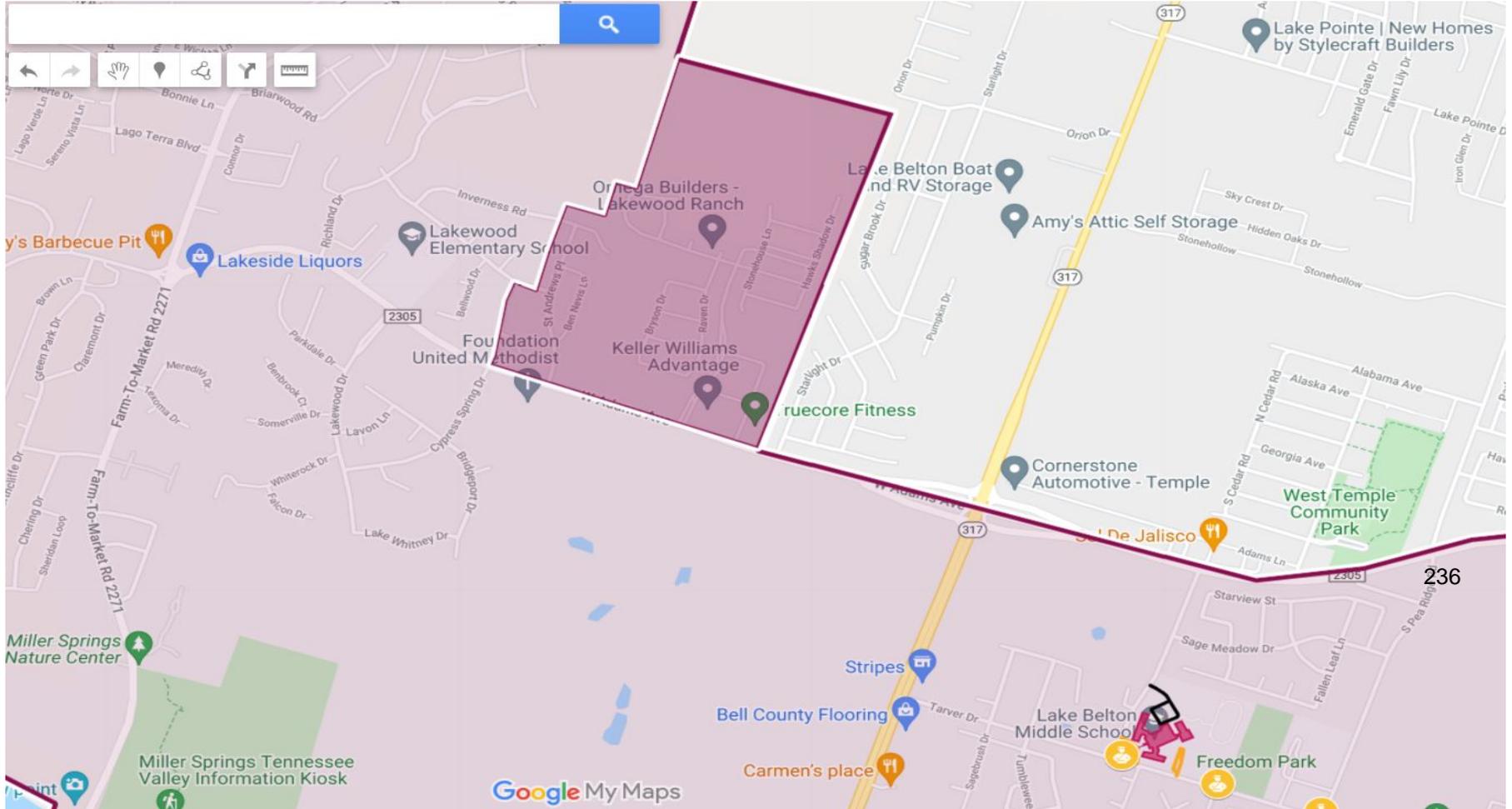
# Belton Middle School: Hazardous Routes



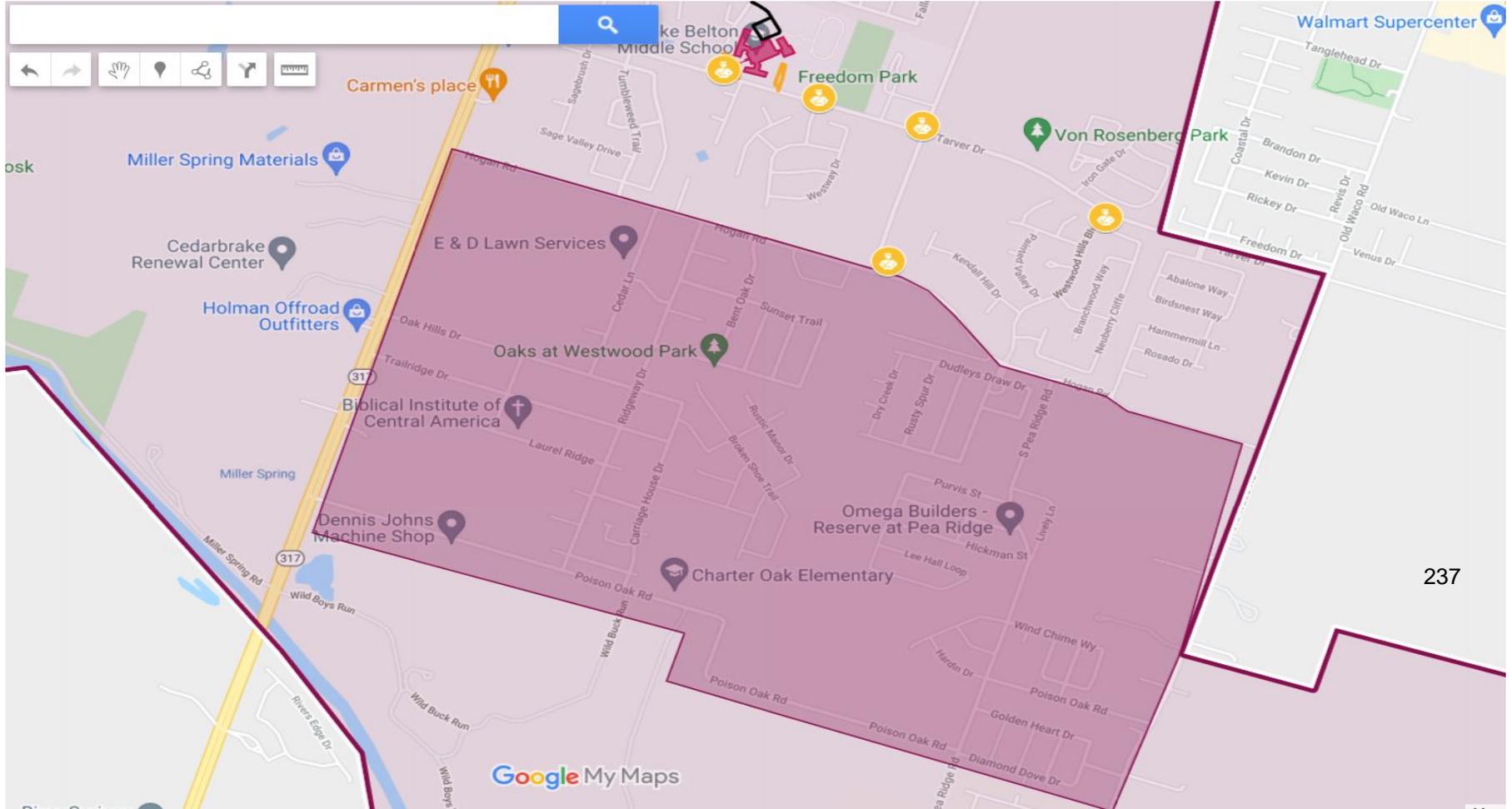
# Lake Belton Middle School: Attendance Zone



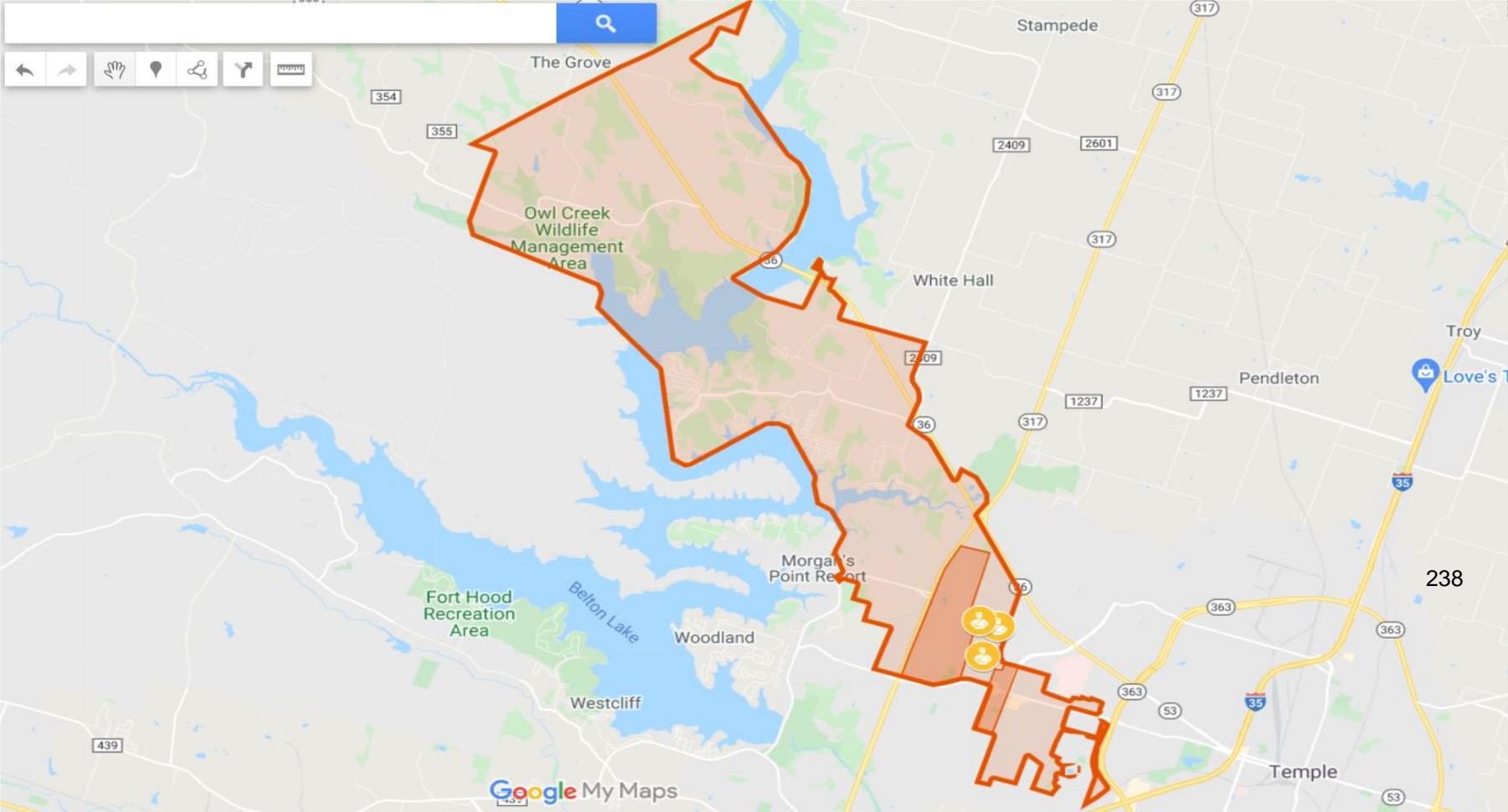
# Lake Belton Middle School: Hazardous Routes Part I



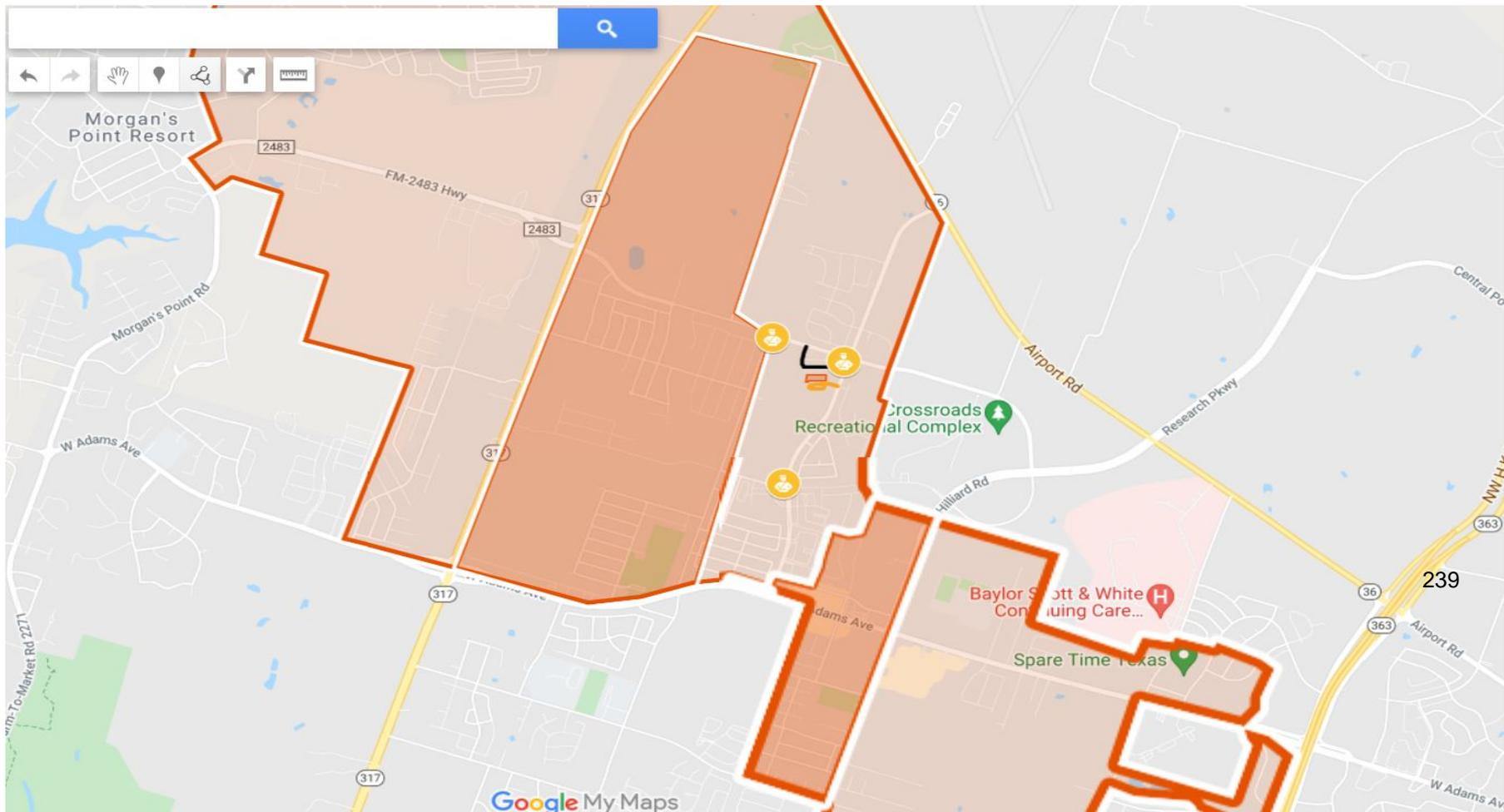
# Lake Belton Middle School: Hazardous Routes Part II



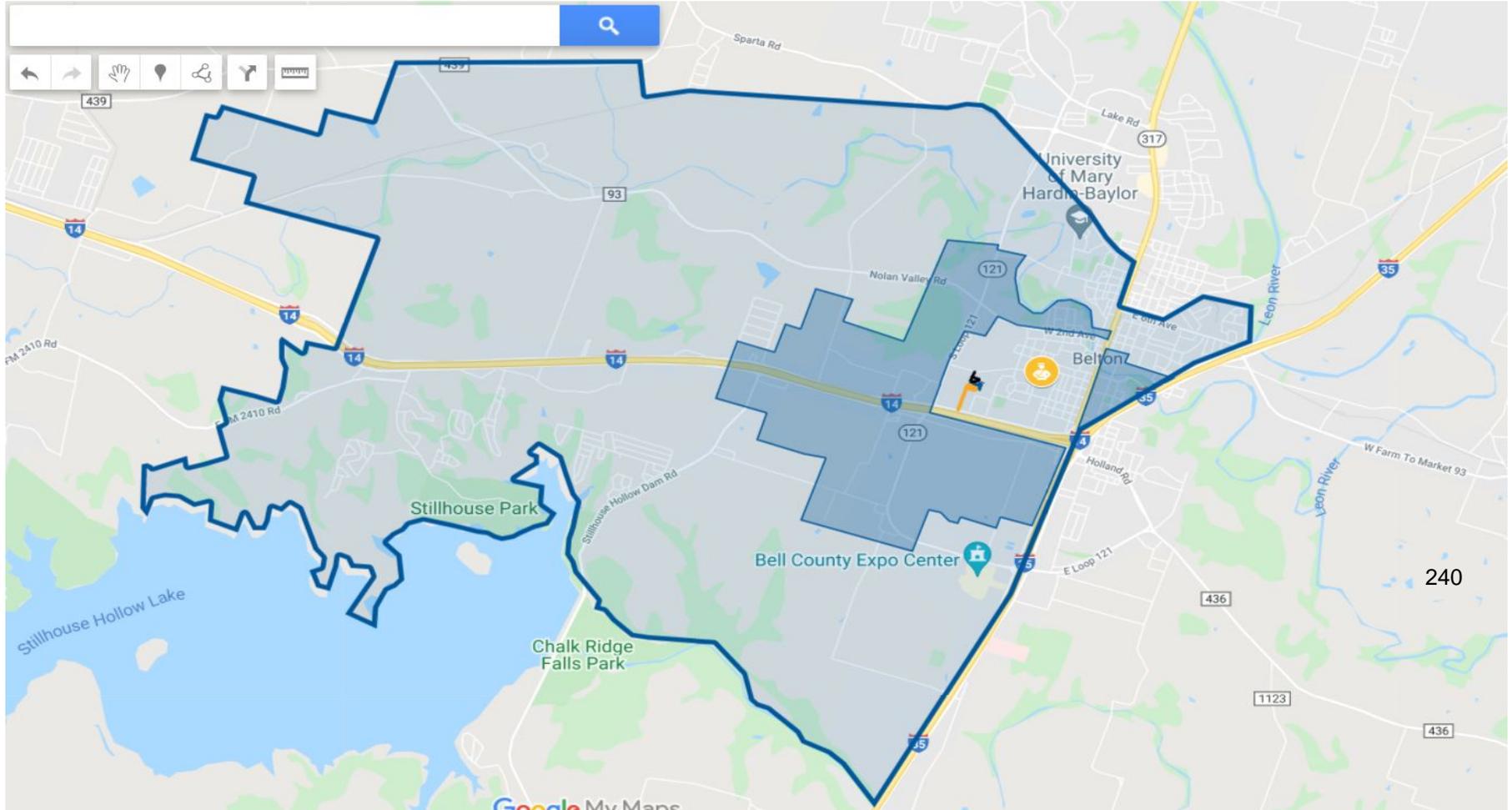
# North Belton Middle School: Attendance Zone



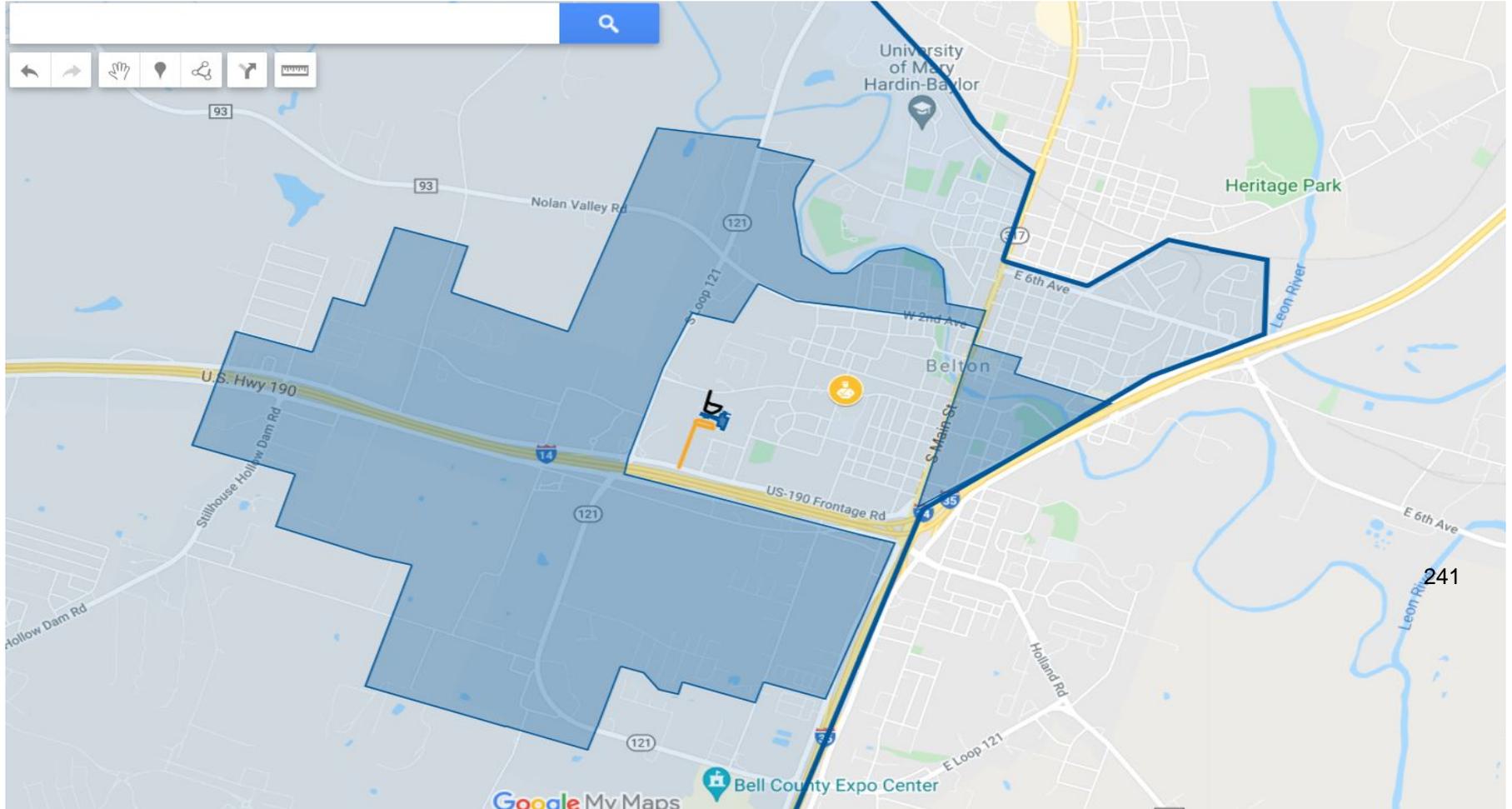
# North Belton Middle School: Hazardous Routes



# South Belton Middle School: Attendance Zone



# South Belton Middle School: Hazardous Routes

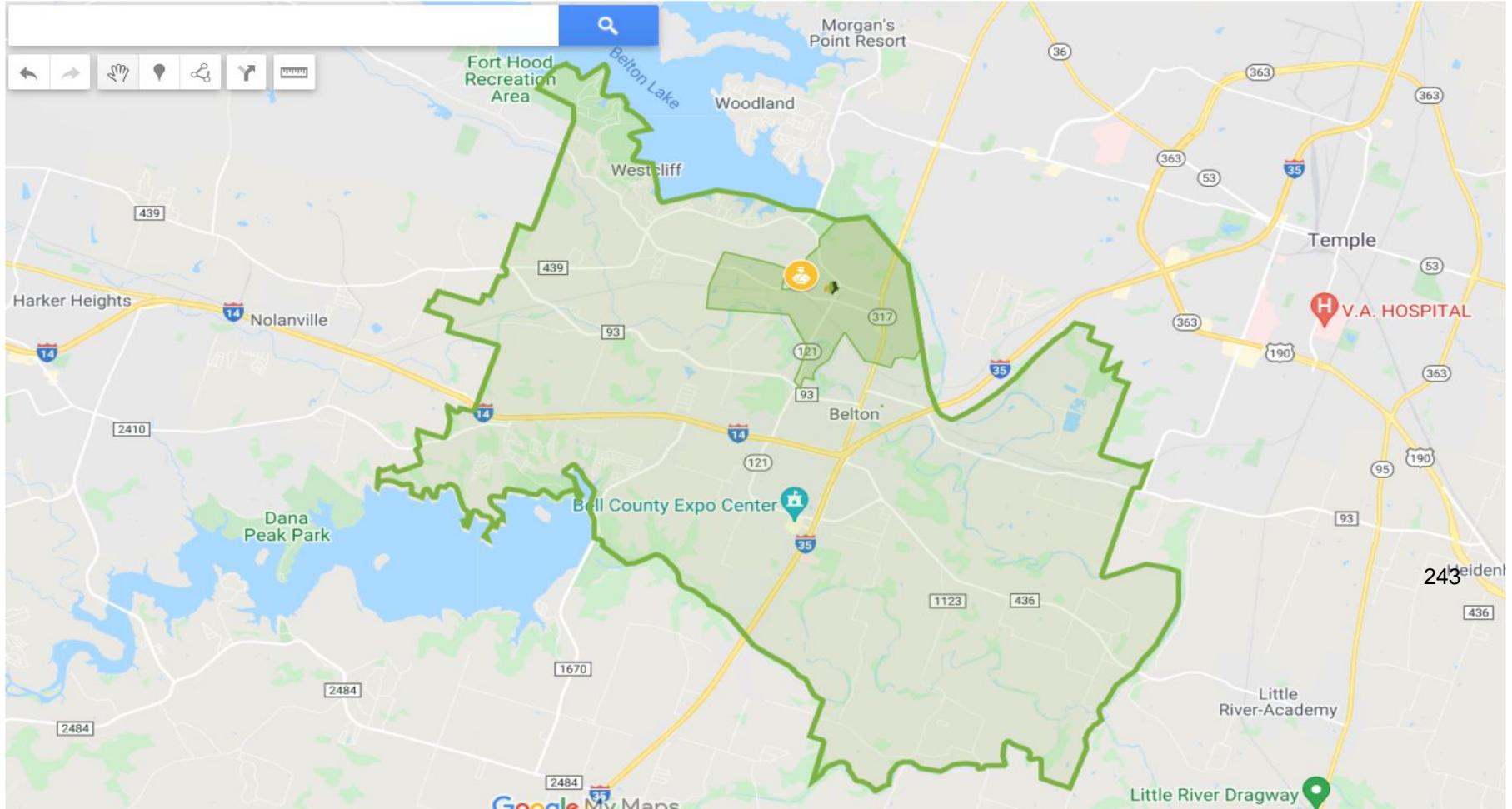


# Belton ISD

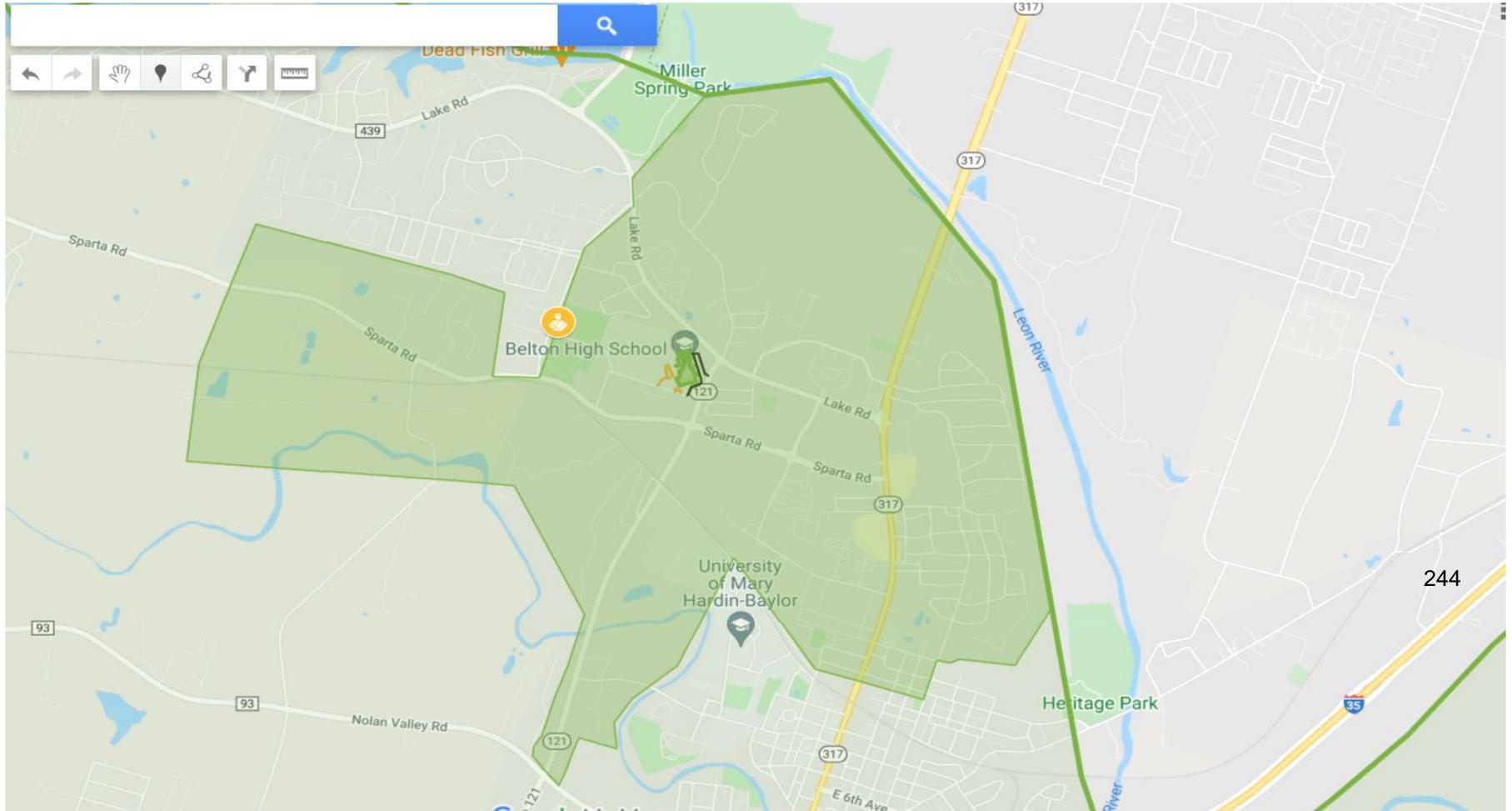
## *High Schools* Hazardous Routes



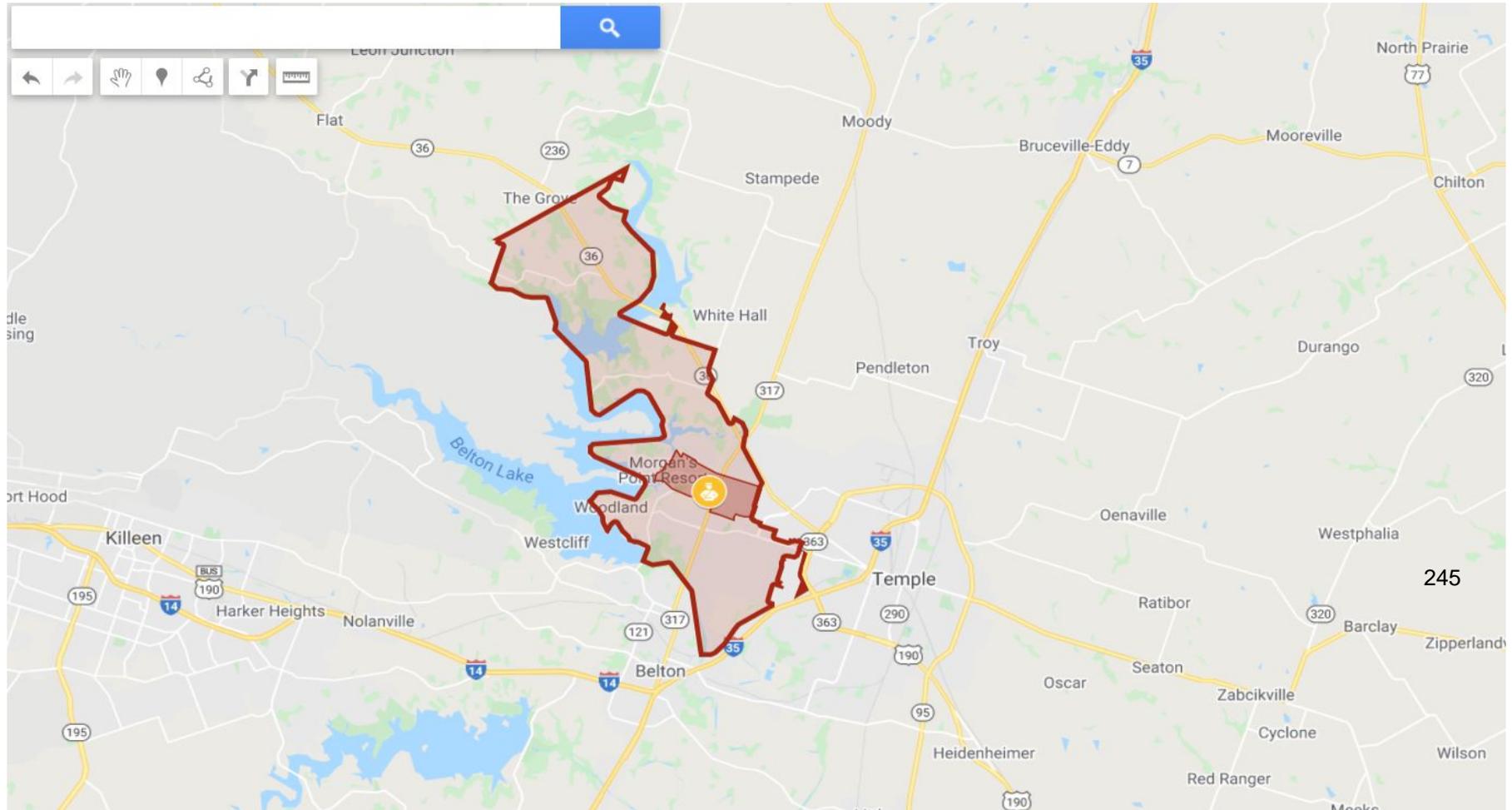
# Belton High School: Attendance Zone



# Belton High School: Hazardous Routes

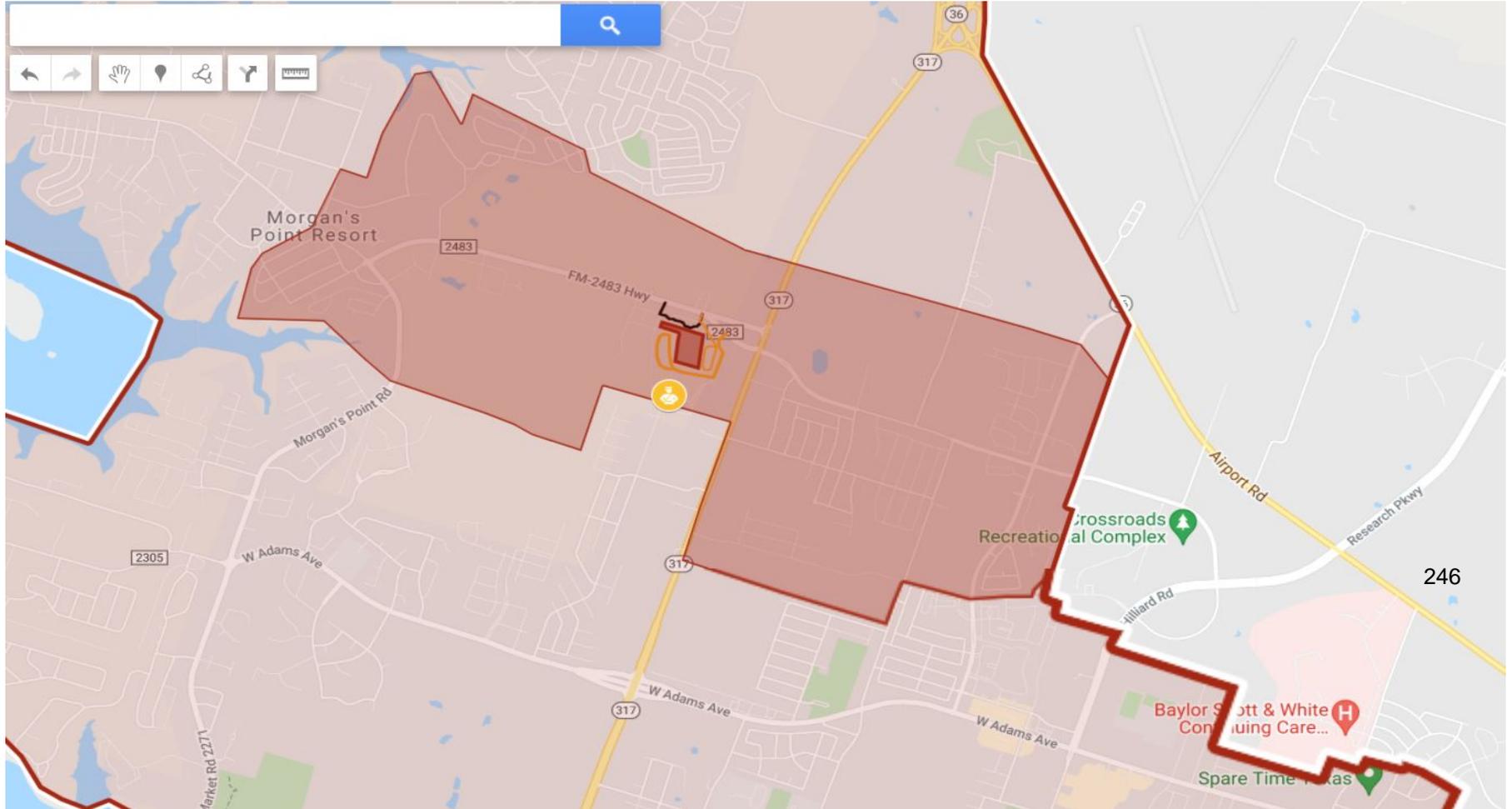


# Lake Belton High School: Attendance Zone



245

# Lake Belton High School: Hazardous Routes

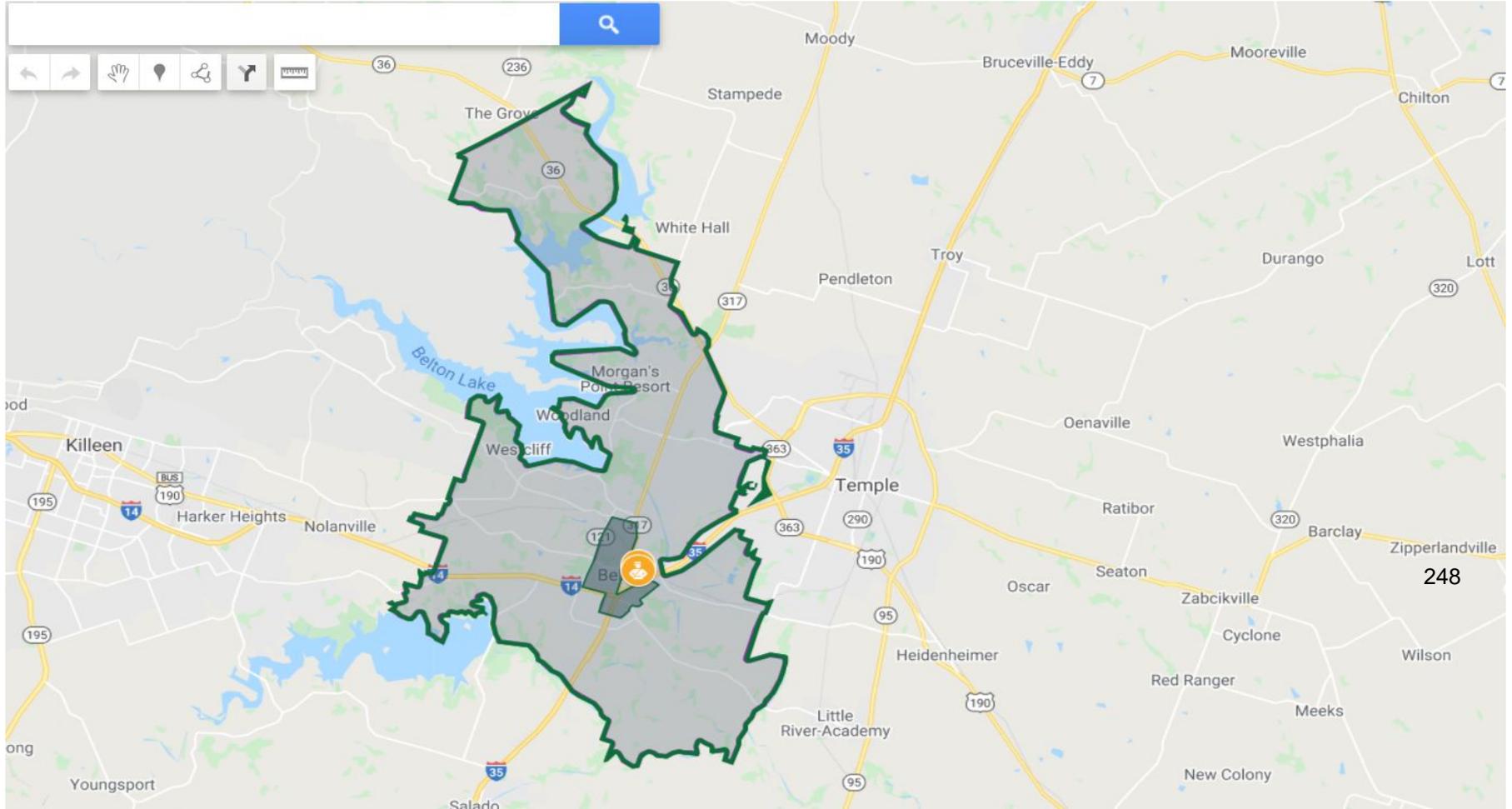


# Belton ISD

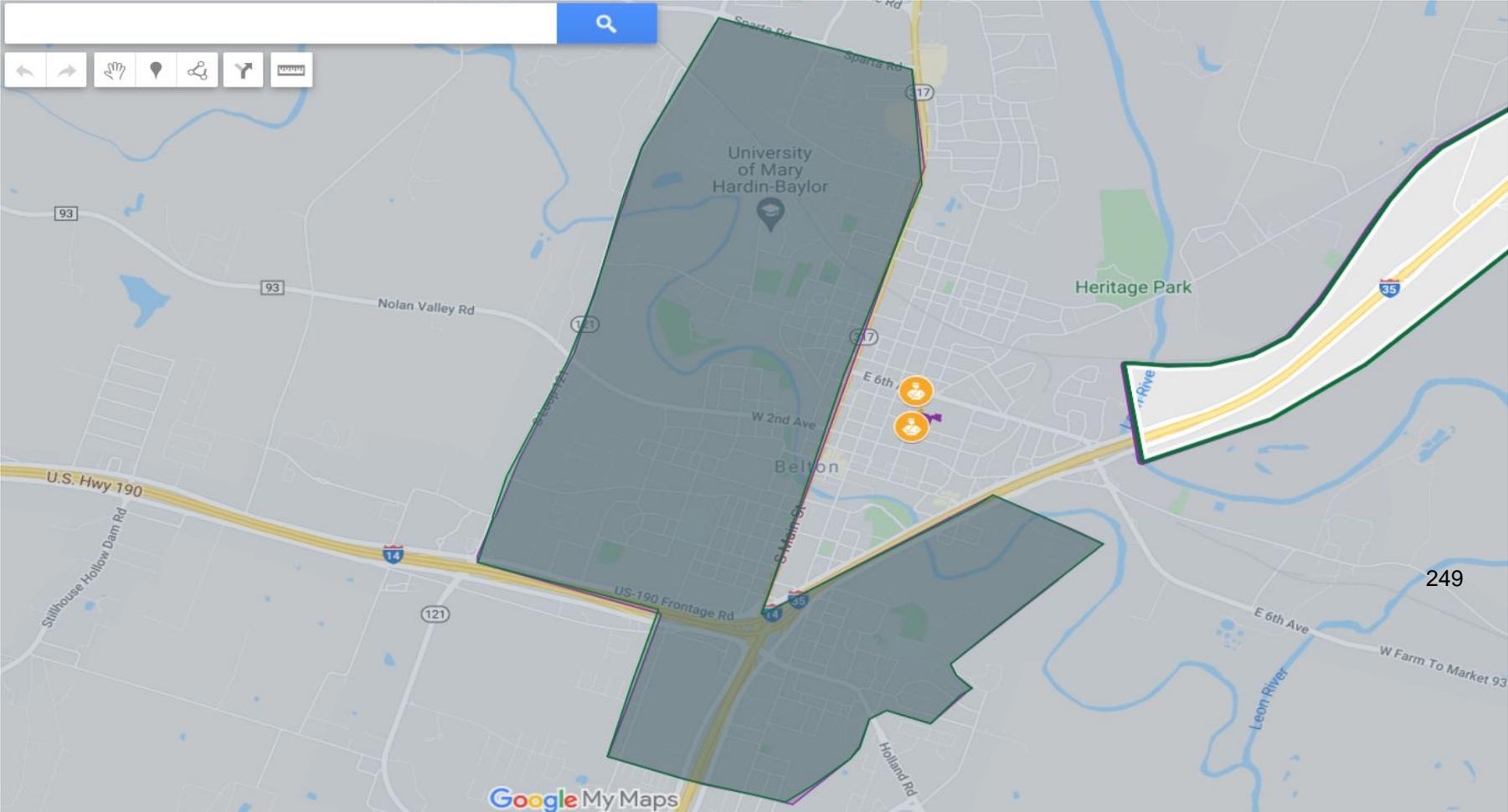
## Belton Early Childhood School & New Tech High School Hazardous Routes



# BECS & NT: Attendance Zone



# BECS & NT: Hazardous Routes



249

## UPCOMING EVENTS JUNE-JULY 2021

Date	Event
Thursday, June 24 & Friday, June 25	Virtual SLI
Saturday, June 26	Post Legislative Conference (Virtual)
Saturday, July 3	Belton Fourth of July Parade at 10:00 am
Monday, July 5 through Friday, July 9	Belton ISD Closed
Monday, July 12	Third House Session with Rep. Shine at 7:00 am
Monday, July 12	Team of 8 Meeting at 5:00 pm
Wednesday, July 14	Facilities Committee Meeting at 4:00 pm
Monday, July 19	Board Workshop/Regular Meeting at 5:00/6:15 pm