



## **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 March 28, 2022, beginning at 5:00 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 5**
  - A. Student Showcase - High School Art Showcase
  - B. Finalists for the National Merit Scholarship
  - C. College Board National Recognition Program Scholars
  - D. VASE Contest State Qualifiers
  - E. Band Solo/Ensemble State Qualifiers
  - F. Choir Solo/Ensemble State Qualifiers
  - G. VEX Robotics World Championship Qualifier
  - H. Temple Rotary Educator of the Month
  - I. Texas School Public Relations Association Gold Star Awards
- 3. Public Comments Regarding Items on the Agenda**
- 4. Values and Beliefs - Innovation 10**
- 5. Action Items**
  - A. Consider, Discuss, and Take Appropriate Action Regarding 11  
Design Development and Authorize Construction Document Phase  
of Proposed Elementary School #12

B. Consider, Discuss, and Take Appropriate Action Regarding Contract with Huckabee for Architectural Design of Elementary School #13	33
C. Consider, Discuss, and Take Appropriate Action Regarding Swim Center Repair	108
<b>6. Reports</b>	
A. Spring Demographic Report	113
B. Elementary and Secondary School Emergency Relief Fund (ESSER) Use of Funds Plan Update	137
C. New Programs for College & Career Readiness - INCubatoredu	144
D. Special Education Update	153
E. Facilities Committee Report	
F. Policy Committee Report	
G. Superintendent's Report	162
1. Update on Parents as Partners	
<b>7. Consent Agenda: Consider and Take Appropriate Action</b>	
A. Minutes of Previous Meetings:	
1. February 7, 2022 Policy Committee Meeting	169
2. February 7, 2022 Workshop	171
3. February 15, 2022 Special Meeting	173
4. February 21, 2022 Workshop Meeting	177
5. February 21, 2022 Regular Meeting	179
B. Unaudited Financial Report for the Month Ending February 28, 2022	186
C. Gifts, Grants, and Bequests	211
D. Budget Amendment #5 for 2021-2022	213
E. Expenditures over \$50,000	217
1. Purchases for Belton New Tech @Waskow	
a. Library Furniture from Perry Office Plus	
b. Two Portable Buildings from Aries	
c. Field House Flooring from RFS Sports Flooring	
d. Lockers from Indeco K-12 Athletic Equipment	
2. Turf for Belton High School Football Field from FieldTurf USA, Inc.	

3. Staff Technology Devices	
4. Classroom Furniture Sets	
F. Supply, Equipment, and Service Bids	
1. RFP #2112-450-275 for Classroom Instructional Materials, Supplies and Equipment (Supplemental I)	219
2. RFP #2112-150-274 for Athletic Equipment and Supplies (Supplemental III)	222
3. RFP #2202-400-278 for Classroom Furniture (Belton New Tech HS)	224
G. Designation of Signatories for First Public/LoneStar Local Government Pool Investment Accounts	225
H. Resolution Designating Signatories for TexPool Local Government Investment Pool Accounts	227
I. Resolution Authorizing Signatories to Conduct Banking Transactions for the District	232
J. Resolution Designating District Investment Officers	234
K. Interlocal Participation Agreement between Belton ISD and the TASB Risk Management Fund	236
L. Resolution Concerning Payments to District Employees During Emergency Closure Due to Inclement Weather and Reduction in Educator Required Days of Service	243
M. Memorandum of Understanding with Texas College Bridge for Development of College Preparatory Mathematics and Language Arts Courses	246
N. Temple ISD Regional Day School Program for the Deaf Shared Services Arrangement Agreement	252
<b>8. Board Requests for New Information and/or Reports</b>	
<b>9. Calendar of Events</b>	<b>267</b>
<b>10. Public Comments Regarding Non-Agenda Items</b>	
<b>11. Closed Session (Texas Government Code, Subchapters D and E)</b>	
A. Deliberation Regarding Matters Whereby Personally Identifiable Information Regarding One or More Students will be Disclosed - Texas Government Code, Section 551.0821	

B. Personnel - Texas Government Code, Section 551.074

C. Consultation with Attorney - Texas Government Code, Section 551.071

**12. Reconvene in Open Session**

**13. Adjourn**

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

**March 28, 2022**

**Item:** Recognitions

**Contact Person:** Jennifer Bailey

**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 - High School Art Showcase**

The artwork on display tonight is just a glimpse of what will be displayed later this spring at the annual Big Red Art Show. The event will showcase hundreds of pieces created by students from across the district. We know that art experiences boost critical thinking, teaching students to take the time to develop creative problem-solving, motor, language and social skills, and since critical thinking is one of our Journey of a Graduate competencies we are looking forward to seeing it represented through these students' beautiful pieces.

**Finalists for the National Merit Scholarship**

We are proud to share that Belton ISD's Journey of a Graduate is reflected in a national recognition received by two of our seniors.

Matthew Salazar, from Belton High School, and Maheshwari Rajesh, from Belton New Tech @Waskow, are among 15,000 high school students nationwide to be selected as finalists for the 2022 National Merit Scholarship Program.

Their journey in the competition began when they took the PSAT/NMSQT in the fall of their junior year. This past fall, both were notified they had been named semifinalists. To be selected as a finalist, Matthew and Maheshwari submitted detailed applications with information about his academic record, school and community activities, leadership

characteristics and awards earned. Later this spring, they will learn if they are selected to receive a Merit Scholarship from the organization.

After graduating in June, Matthew plans to attend college to study architecture. Maheshwari wants to major in psychology.

### **College Board National Recognition Program Scholars**

Sixteen Belton ISD students have been named College Board National Recognition Program Scholars for top performances on the Preliminary SAT (PSAT). The students were among the top 2.5 percent of test takers who identify as one or more of the following: African American, Hispanic American or Latinx, Indigenous or attend school in a rural area or are from a small town. They also had to have a cumulative GPA of 3.5 or higher. These students definitely have empowered futures!

African American Scholars are: Gentile Hirwa Claver and Myles Byars.

Hispanic American Scholars are: Gavin Campbell, Kendall Dollar, Matthew Fulford, Sara Navarro, Sergio Ochoa, Miguel Olvera, Avre Prieto, David Saldana, Matthew Salazar and Miquel Tebo.

Indigenous Scholar is: Gabrielle Benson.

Rural/Small Town Scholars are: Shannon Cook, Madison Dang and Bella Koonce.

This is the second year the College Board has honored students with its recognition program aimed to create pathways to college for students from underrepresented communities.

### **VASE Contest State Qualifiers**

Seven Belton ISD students are state qualifiers for the Texas Art Association's High School Visual Arts Scholastic Event next month. Only 10% of artwork given Superior ratings at the regional event are also awarded Area medals and advance to the state VASE competition. This recognition highlights their demonstration of several Journey of a Graduate competencies, including adaptability and perseverance.

Advancing students include: TJ Hower, Amalie Dassler, Rose Keys and Rebekah McGraw from LBHS; Axel Hernandez and Jocileen Carrell-Soto from New Tech; and Megan McGoldrick from BHS. The students' art teachers are Emily Simeroth (LBHS), Jessica Theilacker (BHS) and Megan Fuxa (BHS).

### **Band Solo/Ensemble State Qualifiers**

Eighty high school musicians have advanced to state UIL solo and ensemble contests to be held later this spring. To advance, the musicians had to perform a memorized Class 1 solo or ensemble — the hardest difficulty level — in front of a judge and earn a

superior rating. We are proud of how these students demonstrate Journey of a Graduate competencies through their participation in the fine arts.

Thirty-four band students from Belton High School qualified for the state UIL competition to be held at the end of May.

Band musicians qualifying for state are: Brandon Bechtel; Blazier Marshall; Gage Cushman; Michael Summers; Samuel Fothergill; Colby Franklin; Matthew Fulford; John Grant; Tristen Hernandez; Jordan Huscanga; Jennifer Huscanga; Andrew Johnson; Duncan Lancaster; Emily Linklater; Zachary Linklater; Hailey Long; Autumn Madetzke; Timothy McCormick; Matthew Melendez; Grayson Necessary; Kole Petersen; Ethan Rasmussen; Alex Rendon; Blake Rendon; Angel Rios-Torres; Bryanna Santos; Michael Summers; Damien Swift; Ezekiel Trahan; Pablo Ureste; Alyssa Vahrenkamp; Jacob Wiley; Tristen Zikuhr; and Colter Boethel.

Shannon Gill is the director of bands at BHS. Christopher Orr is assistant band director.

Three Lake Belton High School band soloists and three ensembles advanced to the state UIL contest that will be held on May 28 and May 30.

Band soloists advancing are: Josue Martinez; Cahaya Lane; and Victor Rodriguez.

Band ensembles advancing are: the woodwind quintet of Emma Holley, Levi Dale, Jonathan Crow, Cameron Crow; and Olivia Vacula; the euphonium trio of Brianne Sharp, Zach Dodd, and Owen Gersbach; and the percussion ensemble of Halle Curb, Caleb Fowler, Nolan Koloroutis, Abbie Kuykendall, and Ethan Suarez-Camacho.

Bobby Yerigan is the director of bands at LBHS.

### **Choir Solo/Ensemble State Qualifiers**

Eleven choir soloists and two ensembles from Belton High School — for a total of 26 students — qualified for the state UIL competition on May 28.

Choir soloists qualifying for state are: Jason Blattner; Kaydence Doughty; Daniel Holcomb; Jordan Pilgrim; Jackson Reasoner; Salma Sanchez; Maverick Shepherd; Megan Sloane; Grace Taggart; Amy Villanueva; and Nicholas Wagner.

Choir ensemble members qualifying for state are: Mackenzie Bramlett; Kaydence Doughty; Jaden Nonis; Ezekiel Payne; Sunshine Phelps; Grace Taggart; Gavin Young; Karson Dunn; Taegan Hendricks; Daniel Holcomb; Joshua Martinez; Sarah Millington; Jessie Norvell; Jackson Reasoner; and Olivia Stum.

Tonya Lovorn is the head choir director at BHS.

Four Lake Belton High School choir soloists advanced to the state UIL competition. Those advancing are: Aidan Fenton; Zachary Reyes; Anna James; and Jack Tucker.

Terrance Livingston is the head choir director at LBHS.

## **VEX Robotics World Championship Qualifiers**

The Belton High School and Lake Belton High School robotics teams have been showing off their Journey of a Graduate competencies — both teams were invited to the VEX Robotics World Championship to be held in Dallas this May. This competition brings together student-led teams from all over the globe to showcase their game strategy, design and teamwork skills.

The BHS team, named Thunderous, includes: Francisca Ordonez Lopez, Karmanyaah Malhotra, Delilah Rowell, Caleb Packard and Perla Martinez. The team's advisor is Pietro Giustino.

The LBHS team, called the Broncobotics, includes: Braedyn Brannum, Cahaya Lane, Haeven Holden, Keifer Marshall and Soteria Shin. The team's advisor is Jessica Persilver.

We appreciate how this Career and Technical Education program allows students to showcase their critical thinking, collaboration and perseverance Journey of a Graduate competencies.

## **Temple Rotary Educator of the Month**

We're happy to celebrate one of Belton ISD's world-class employees who is being recognized by the Temple Rotary Club.

Sherry Heiser is being recognized for her outstanding service to Belton ISD. Sherry serves as a special education teacher at North Belton Middle School. She is in her 11<sup>th</sup> year in education, all in Belton ISD.

Principal Michelle Tish said the following about Ms. Heiser: "Sherry shows compassion, kindness, and joy to students every day. She makes those personal connections, not just with students she's in the classroom helping, but with all students. She is caring, loving, and supportive. She comes to work each day ready to work with students academically, as well as socially and emotionally. Sherry has a huge heart and gives all to her kids, every day. She works so hard to make sure that the teachers and her students have the support they need to be successful in the classroom."

## **Texas School Public Relations Association Gold Star Awards**

The Belton ISD communications department was recognized by the Texas School Public Relations Association with six Gold Star Awards, including Best in Category honors, during the annual conference last month.

TSPRA Star Awards provide annual recognition for outstanding school communication and projects submitted by members. Belton ISD submitted 12 entries this year and, in addition to the six Gold Star Awards, won five Silver Star Awards and one

Bronze Star Award. Across the state, more than 1,660 samples of work were submitted for Star Awards. The best-of-the-best were identified for recognition in each category.

This recognition highlights Belton ISD's commitment to attracting, retaining and supporting a world-class team of employees.

The communications department includes Jennifer Bailey, Karen Rudolph, Karley Free and Becca Al-Ahmadi.

**Fiscal Implications:**

None.

**Administrative Recommendation(s):**

None.

# BELTON ISD

## 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 students are enhanced through the engagement of our community.*

### **LEARNING SPACE**

*We believe well designed and maintained facilities positively impact 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.*

*Inspiring Dreams. Empowering Futures.*

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

**March 28, 2022**

**Item:** Consider, Discuss, and Take Appropriate Action Regarding Design Development and Authorize Construction Document Phase of Proposed Elementary School #12

**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:**

At the June 2021 meeting, the Board approved hiring Huckabee & Associates as the Architect for a new elementary school design and approved hiring Cloud Construction In July 2021 as the Construction Manager. The Architect and Construction Manager have worked with staff, community members, parents and students to develop a design that reflects Belton ISD’s direction-setting documents and supports the envisioned teaching and learning environment. Designing prior to a bond election allows Belton ISD to proactively address growth and reduce the amount of time it will take to open the next elementary school after approval of a bond. Construction is dependent on voter approval of a school bond.

Principal Mike Boyle and Design Director Mike Hall will present the design included in the attached presentation.

**Fiscal Implications:**

Design fees will be paid from the remaining 2017 Bond Funds. Construction costs will be paid from the May 2022 Bond Funds, pending voter approval.

**Administrative Recommendation(s):**

Approve the Design Development for a New Elementary School as presented and authorize commencing the Construction Document Phase of proposed Elementary School #12.



BELTON INDEPENDENT SCHOOL DISTRICT  
NEW BELTON ELEMENTARY SCHOOL  
March 28, 2022

# DESIGN DEVELOPMENT PRESENTATION



ACKNOWLEDGMENTS 01

DESIGN PROCESS 02

SITE ANALYSIS 03

FLOOR PLANS 04

EXTERIOR PERSPECTIVES 05

INTERIOR PERSPECTIVES 06

SCHEDULE 07



**BELTON INDEPENDENT SCHOOL DISTRICT**  
**NEW BELTON ELEMENTARY SCHOOL**

**Superintendent**

Dr. Matt Smith

**District Board Members**

Jeff Norwood	Board President
Ty Taggart	Vice President
Manuel Alcozer	Secretary
Suzanne M. McDonald	Board Member
Janet Leigh	Board Member
Chris Flor	Board Member
Erin Bass	Board Member

**Design Committee**

Mandy Agee	Keri Dudley	Janet Leigh	Pete Ramirez	Rachel Starnes	4th Grade Students
Jennifer Aragon	Anna Fitzsimmons	Deanna Lovesmith	April Robinson	Heather Stewart	5th Grade Students
Marcie Beck	Karley Free	Elizabeth Moore	Juan Rose	Doug Taylor	6th Grade Students
David Bennett	Cassandra Garcia	Rose Morales	Jill Ross	Krystal Taylor	
Kim Christy-Anderson	Shanon Gish	Michael Morgan	Karen Rudolf	George Townsend	
Keith Cook	Malinda Golden	Mandy Mueller	Todd Schiller	Heather Whiteley	
Elizabeth Cox	Cecelia Johnson	Gabi Nino	Daryl Schipper	Cary Zepernick	
Kyla Cullens	Janet Jones	Jennifer Ramirez	Matt Smith	Keith Zeulke	

**Project Design Team**

Michael Boyle, AIA Principal, Huckabee	Hannah Earle Interior Designer, Huckabee
Mike Hall, AIA Design Director, Huckabee	Mike Vermeeren, AIA Planning, Huckabee
Julia Sherr, AIA Project Leader / Architect, Huckabee	Dale Simpson Specification
Hung Nguyen, AIA Senior Architect, Huckabee	

**Civil Engineering & Surveying**

Kimley - Horn and Associates, Inc

**Landscape Architect**

Kimley - Horn and Associates, Inc

**MEP Engineering**

Baird, Hampton & Brown

**Structural Engineering**

Huckabee

**Technology/Security**

Crux Solutions

**Food Service**

Cosper & Associates

**Geotechnical**

Raba Kistner



# BELTON INDEPENDENT SCHOOL DISTRICT NEW BELTON ELEMENTARY SCHOOL

## Design Process

The Schematic Design phase is when Huckabee collects information and begins to translate that data into design solutions. Belton ISD has taken a progressive and inclusive approach to this design process that supports its values and beliefs and is consistent with its Journey of a Graduate profile. Huckabee has been fortunate to have the opportunity to work with staff at all levels, with parents and community members, and with an amazing group of BISD students.

On August 4, 2021, staff from multiple departments met with Huckabee to provide their vision for what should be included in the design of the new elementary school. Facilities, Fine Arts, Teaching and Learning, Safety and Security, Transportation, Food-service, Custodial/ Grounds, Technology and Special Programs were all represented throughout the day. These conversations were intended to supplement the separate efforts for developing educational specifications. The information collected from the meetings also served as a basis for grounding the subsequent community design meetings.



An elementary school design team was formed by the District to actively shape the design of the new school. Huckabee facilitated a series of 4 workshops in August and September that included initial visioning sessions and culminated in design charrettes (a design exercise where team members could propose actual layouts of the building). Each workshop was held at a different elementary school to allow the team to see the evolution of school design in the District. The design team was comprised of parents, community members and staff.

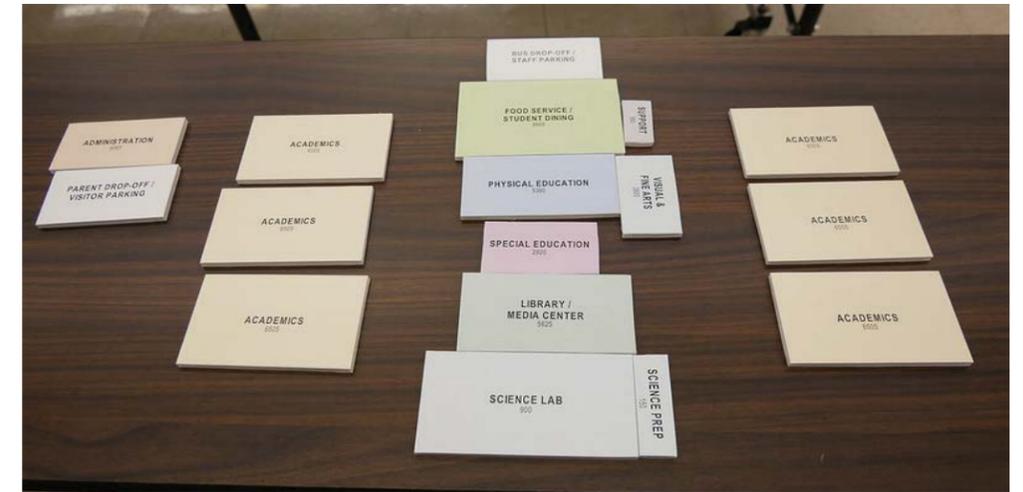
These meetings included:

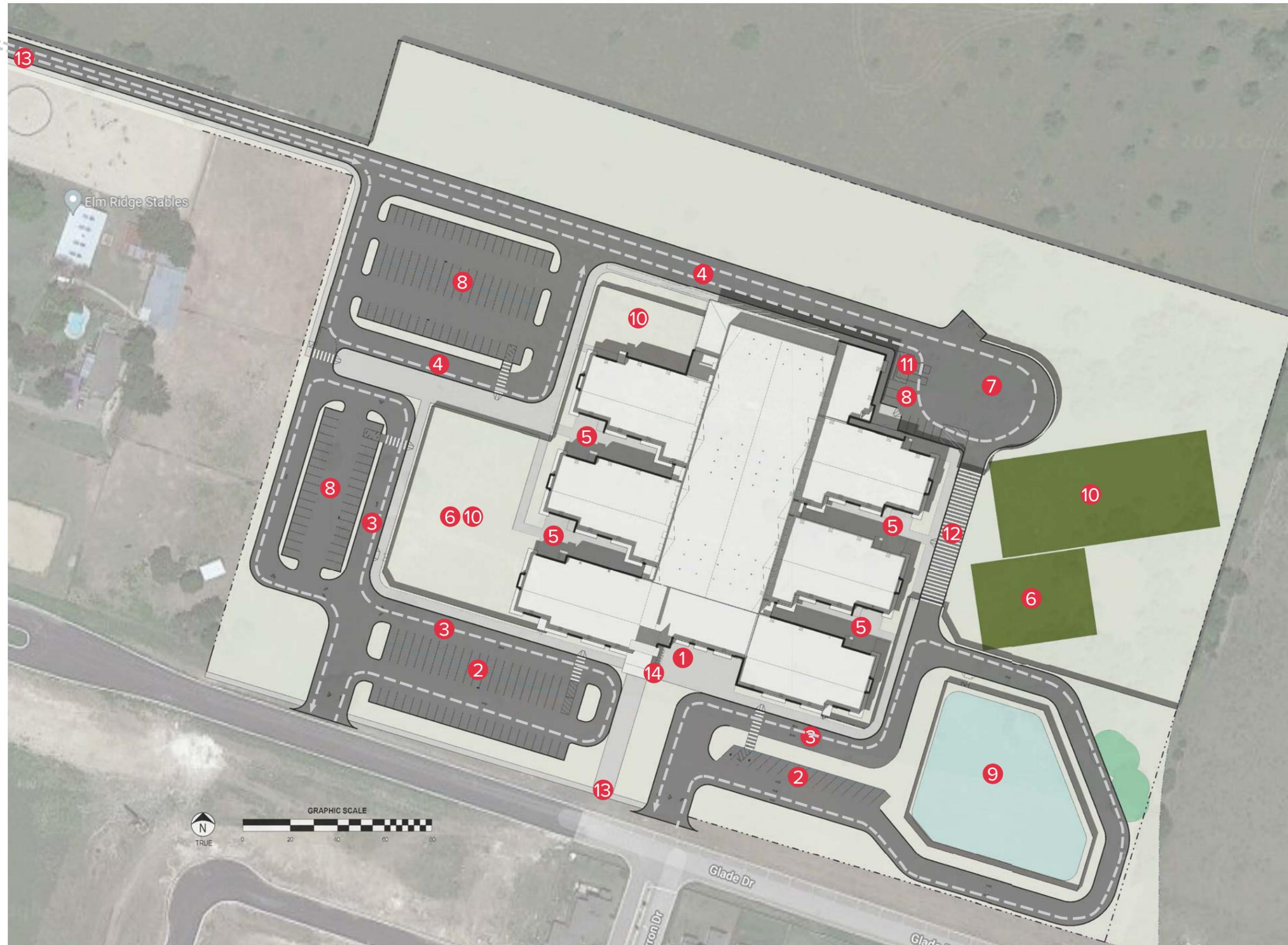
- August 4, 2021 – Departmental Meetings
- August 10, 24, & 31; September 7, 2021 – Design Committee Meetings
- October 13, 2021 – Student Design Day (4th - 6th graders)

On October 13, 2021, Huckabee was privileged to work with a group of fourth, fifth and sixth grade students from schools across BISD. We started the day reading a book called “If I Built a School.” We talked about what architects and designers do and conveyed to the students that they would be designers for the day. The students embraced their charge to listen, to observe, and to develop solutions. Through a set of exercises, students shared what they would like to see in a new school and what they did not like. The group then toured Belton Early Childhood School and Belton New Tech High School at Waskow to see how furniture, technology, and design concepts could support teaching and learning. After a lunch break and a chance to rest their brains a bit, the students broke into small groups and used to-scale cut-outs of rooms to develop school designs. The students showed remarkable insight and maturity in their design solutions and preferences.

Meetings continue to take place with the district and committee members. The following meetings have occurred and Huckabee looks forward to more.

- November 13, 2021 - Facilities Committee Design Review
- December 13, 2021 - Departmental Meetings
- January 19, 2022 - Facilities Committee Schematic Design Review





**SITE PLAN KEY**

- 1 MAIN ENTRY
- 2 VISITOR/ STAFF PARKING
- 3 PARENT / GUARDIAN DROP
- 4 BUS DROP
- 5 OUTDOOR LEARNING
- 6 PLAYGROUND
- 7 SERVICE DRIVE
- 8 STAFF PARKING
- 9 ON-SITE DETENTION
- 10 PLAY FIELD
- 11 LOADING ZONE
- 12 FIRE LANE WITH GATED ACCESS
- 13 PEDESTRIAN ACCESS
- 14 BICYCLE RACKS

**LINETYPE LEGEND**

← DASHED LINE WITH ARROW: TRAFFIC DIRECTION

**SITE PLAN STATISTICS**

**ACREAGE** 16

BUILDING: 2.41 AC

DETENTION: 0.574 AC

SITE TOTAL: 16.332 AC

**PARKING**

PARKING: 198

ACCESSIBLE SPACES : 10

TOTAL: 208

**STACKING**

EAST (3RD-5TH) PARENT/ GUARDIAN DRIVE: 90  
IF FULLY DOUBLE STACKED, 45 FOR SINGLE STACKED

WEST (K-2ND) PARENT/ GUARDIAN DRIVE:  
32 IF FULLY DOUBLE STACKED, 16 FOR SINGLE STACKED.  
WITH ALTERNATE ROUTING: 74 IF DOUBLE STACKED, 37 IF SINGLE STACKED.

NORTH BUS DRIVE: 8 (35', 68 PASSENGER BUSES)

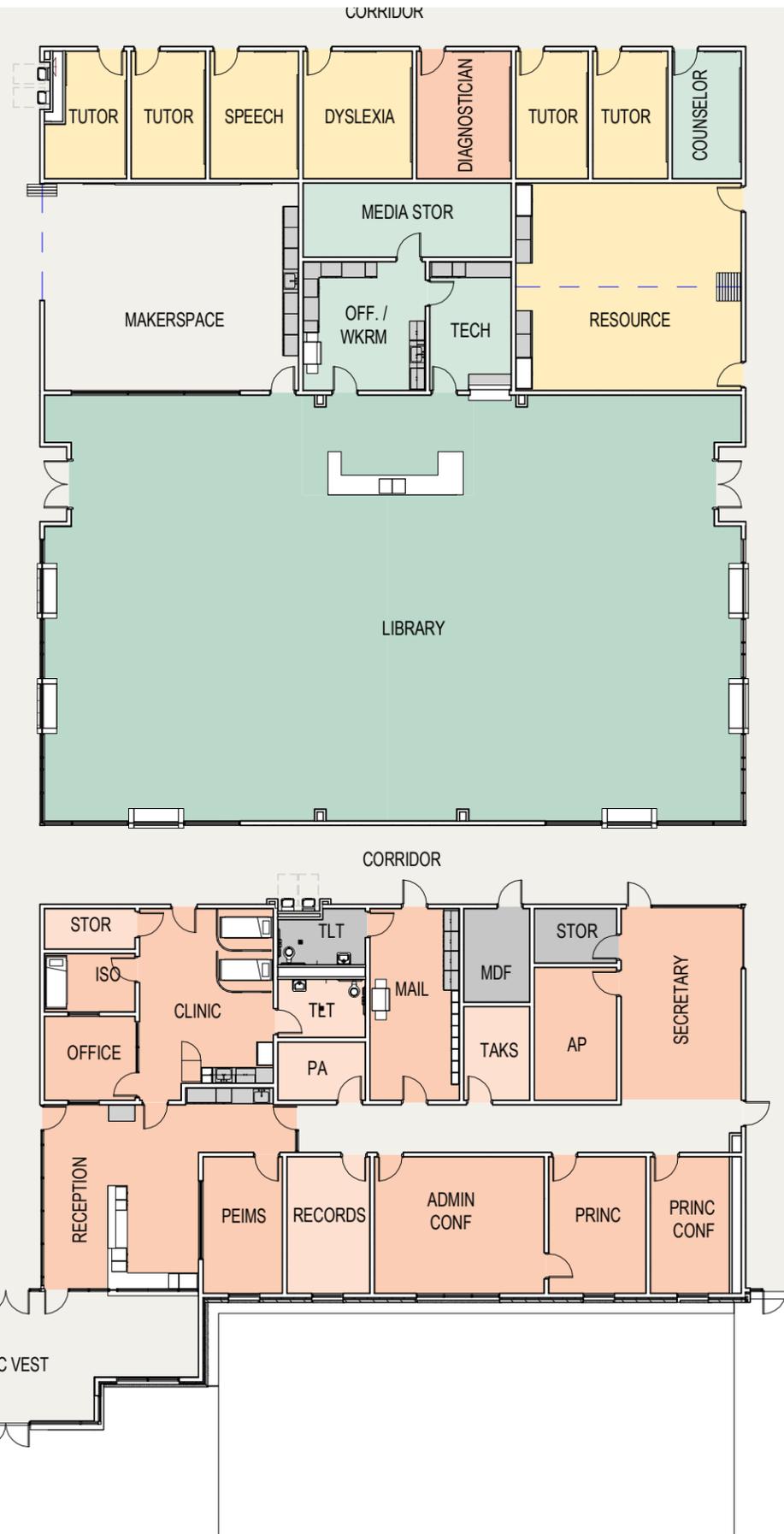
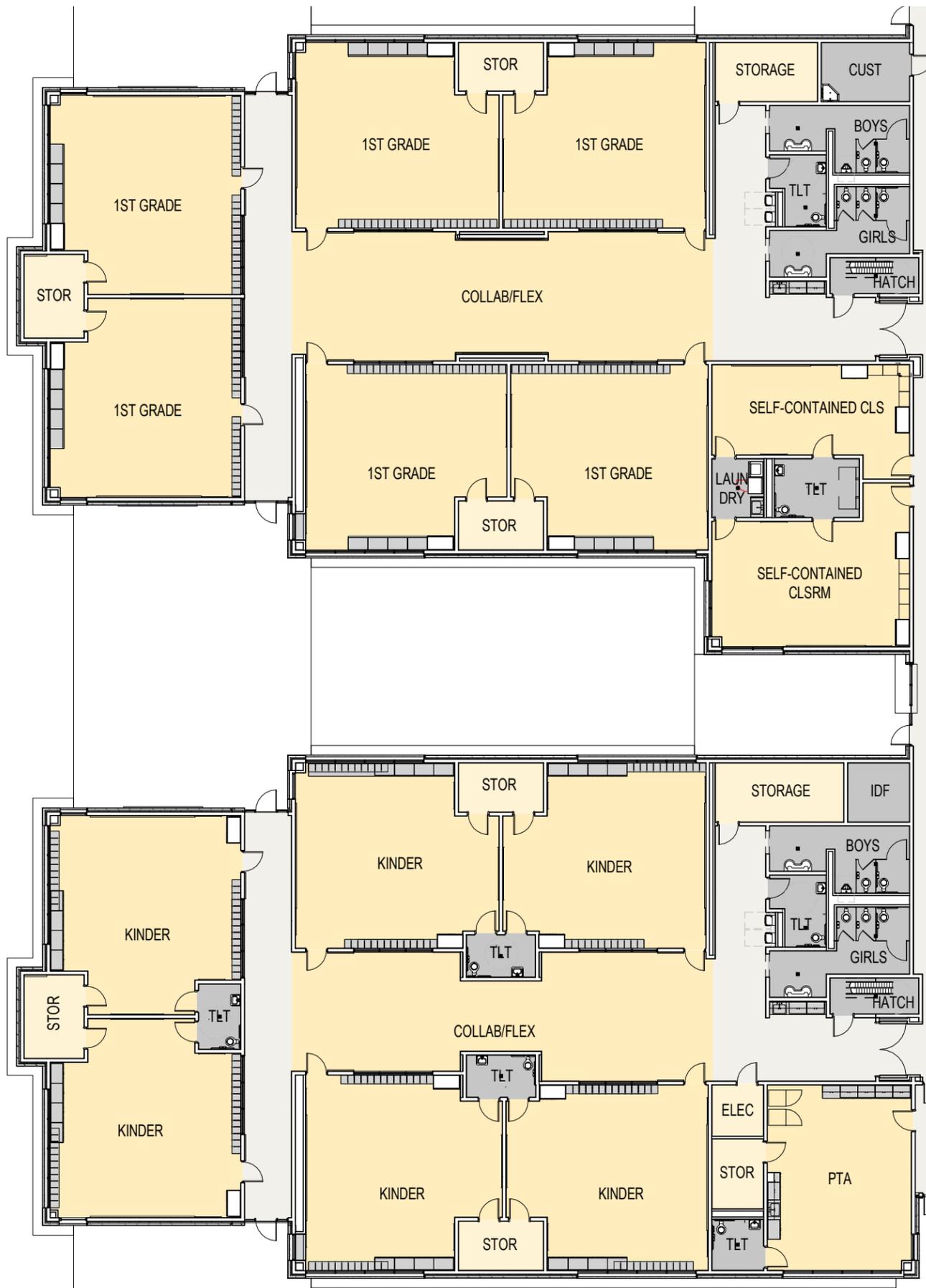
WEST BUS DRIVE: 5 (26' SPED)





**COLOR LEGEND**

- ADMINISTRATION
- ADMINISTRATION SUPPORT
- ACADEMIC
- ACADEMIC SUPPORT
- LIBRARY
- LIBRARY SUPPORT
- DINING
- KITCHEN
- ATHLETIC
- ATHLETIC SUPPORT
- FIRE ART
- FINE ART SUPPORT
- SPECIAL SPACE
- SPECIAL SPACE SUPPORT
- CIRCULATION
- RESTROOMS/ SUPPORT SPACES



**COLOR LEGEND**

Administration	ADMINISTRATION
Administration Support	ADMINISTRATION SUPPORT
Academic	ACADEMIC
Academic Support	ACADEMIC SUPPORT
Library	LIBRARY
Library Support	LIBRARY SUPPORT
Dining	DINING
Kitchen	KITCHEN
Athletic	ATHLETIC
Athletic Support	ATHLETIC SUPPORT
Fire Art	FIRE ART
Fine Art Support	FINE ART SUPPORT
Special Space	SPECIAL SPACE
Special Space Support	SPECIAL SPACE SUPPORT
Circulation	CIRCULATION
Restrooms/ Support Spaces	RESTROOMS/ SUPPORT SPACES



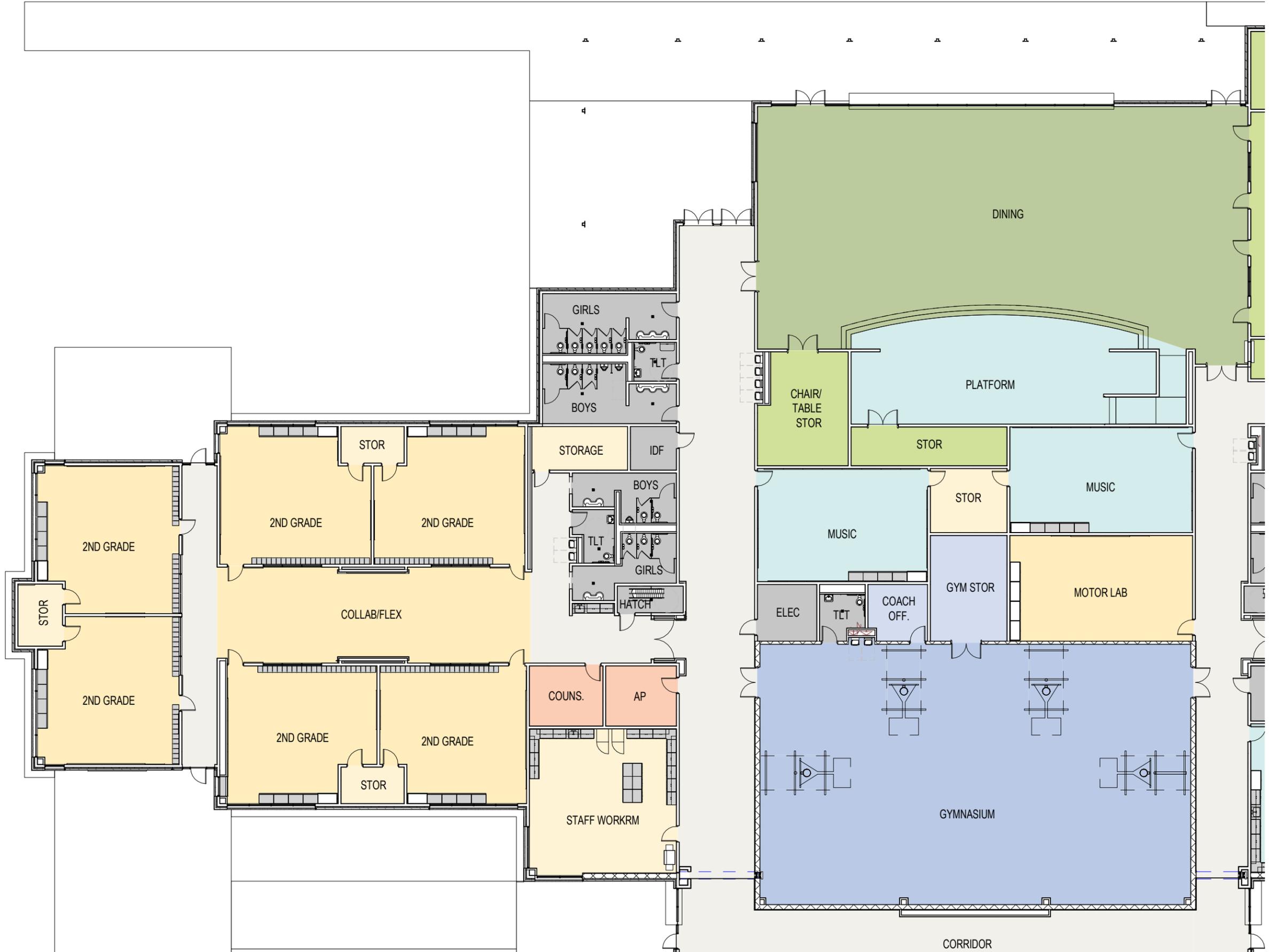
**COLOR LEGEND**

- ADMINISTRATION
- ADMINISTRATION SUPPORT
- ACADEMIC
- ACADEMIC SUPPORT
- LIBRARY
- LIBRARY SUPPORT
- DINING
- KITCHEN
- ATHLETIC
- ATHLETIC SUPPORT
- FIRE ART
- FINE ART SUPPORT
- SPECIAL SPACE
- SPECIAL SPACE SUPPORT
- CIRCULATION
- RESTROOMS/ SUPPORT SPACES



COLOR LEGEND	
[Light Orange]	ADMINISTRATION
[Light Tan]	ADMINISTRATION SUPPORT
[Yellow]	ACADEMIC
[Light Yellow]	ACADEMIC SUPPORT
[Light Green]	LIBRARY
[Light Teal]	LIBRARY SUPPORT
[Green]	DINING
[Light Green]	KITCHEN
[Blue]	ATHLETIC
[Light Blue]	ATHLETIC SUPPORT
[Light Teal]	FIRE ART
[Light Blue-Teal]	FINE ART SUPPORT
[Purple]	SPECIAL SPACE
[Light Purple]	SPECIAL SPACE SUPPORT
[Light Grey]	CIRCULATION
[Dark Grey]	RESTROOMS/ SUPPORT SPACES

20



COLOR LEGEND

- ADMINISTRATION
- ADMINISTRATION SUPPORT
- ACADEMIC
- ACADEMIC SUPPORT
- LIBRARY
- LIBRARY SUPPORT
- DINING
- KITCHEN
- ATHLETIC
- ATHLETIC SUPPORT
- FIRE ART
- FINE ART SUPPORT
- SPECIAL SPACE
- SPECIAL SPACE SUPPORT
- CIRCULATION
- RESTROOMS/ SUPPORT SPACES













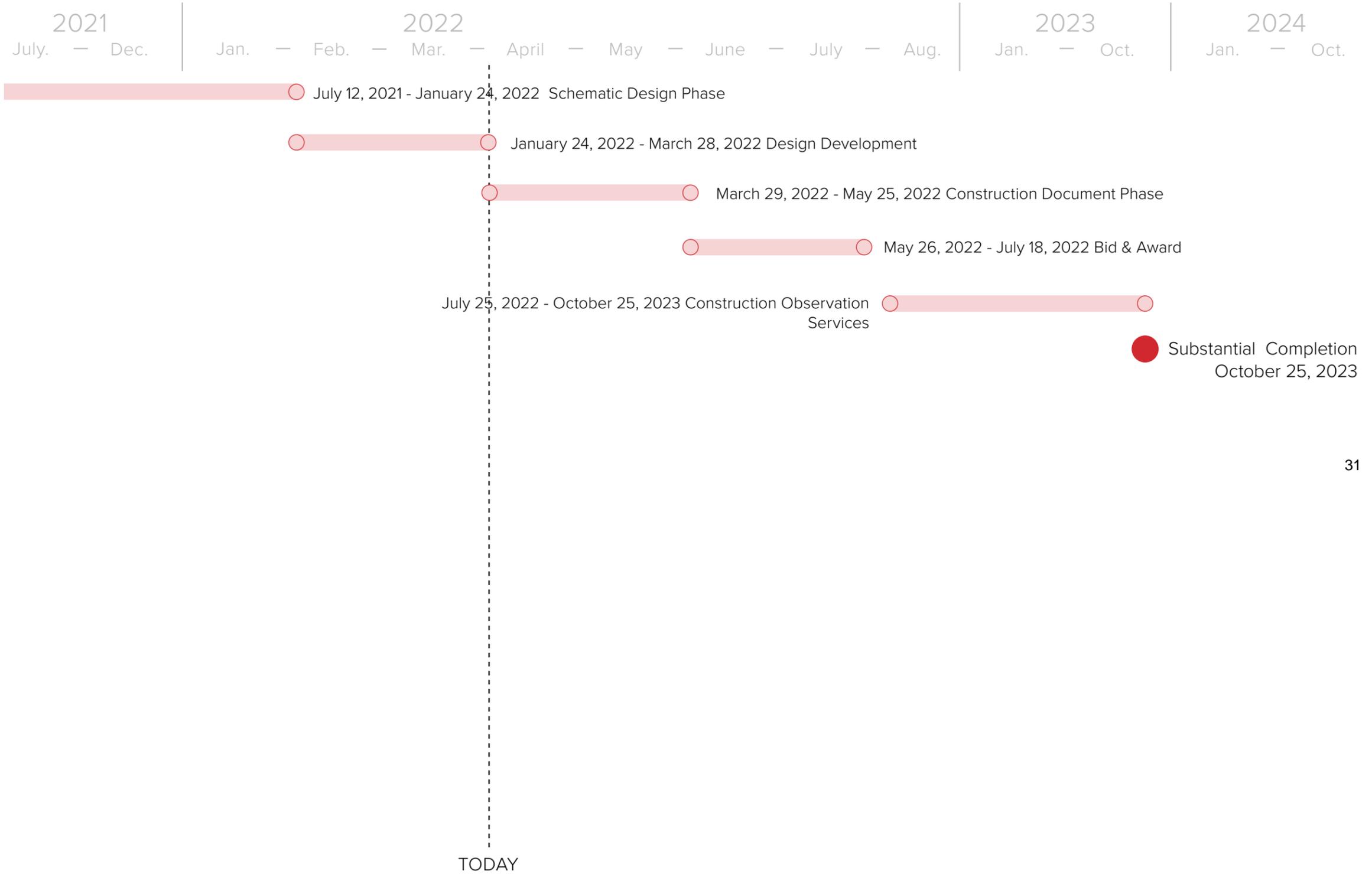


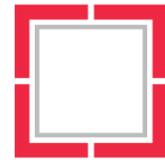




**PROJECT DATES**

- Schematic Design
- Design Development
- Construction Documents
- Sign & Seal
- Construction





**MORE THAN** ARCHITECTS

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

***March 28, 2022***

**Item:** Consider, Discuss, and Take Appropriate Action Regarding Contract with Huckabee for Architectural Design of Elementary School #13

**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. At the June 2021 meeting, the Board approved a contract for architectural design of a new elementary school. A second set of elementary school design plans with Huckabee will be developed to be construction ready when needed.

A fair and reasonable agreement has been negotiated with Huckabee. A copy of the agreement is attached hereto for the Board's reference. At the appropriate time, Belton ISD will give Huckabee written notice to proceed with Elementary School #13 design.

**Fiscal Implications:**

The proposed contract for architectural services is 5.5% of the total cost of the project. Appropriate funds will be used for these services.

**Administrative Recommendation(s):**

Approve the contract with Huckabee for Architectural Services for Elementary School #13 and authorize Notice to Proceed before services would begin.



# AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Eighteenth day of February in the year Two Thousand Twenty-Two  
*(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 #13

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.)*

\$38,000,000

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

- .1 Design phase milestone dates, if any:  
Construction Documents – June 2022
- .2 Construction commencement date:  
TBD
- .3 Substantial Completion date or dates:  
TBD
- .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:

*(Paragraphs deleted)*

Structural Engineer - Huckabee

*(Paragraphs deleted)*

Mechanical Engineer – Baird Hampton & Brown

*(Paragraphs deleted)*

Electrical Engineer – Baird Hampton & Brown

Landscape Design – Kimley Horn

Telecommunication/Data Design - CRUX

Security Evaluation and Planning - CRUX

Roof Consultant – Hollon Cannon

Building Envelope – Hollon Cannon

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

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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 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

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- 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 coverages, 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")**

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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.

### 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 agrees 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 Architect's responsibilities related to the pre-construction conference shall not include the Contractor's means, methods, techniques, or site safety as these items are the sole responsibility of the Contractor. 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

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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** 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

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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
§ 4.1.1.22 Security evaluation and planning	Architect, as a Basic Service

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<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 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,

*(Row deleted)*

	Kitchen Services Consultant – Architect, as a Basic Service Roof Consultant – Architect, as a Basic Service Building Envelope Consultant – Architect, as a Basic Service Archeological Survey—Architect, as a Basic Service
§ 4.1.1.30 Other Supplemental Services	

*(Row deleted)*

**§ 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;
- (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)*

§ 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;

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- .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 no 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.

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*(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

Init.

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)

For a new design: Six Percent (6) % of the Cost of the Work, as calculated in accordance with Section 11.5

For a prototype site adapt of Elementary School #12 design: Five Percent (5%) of the Cost of the Work, as calculated in accordance with Section 11.5

For a two-story prototype site adapt of Elementary School #12 design: Five and One-Half Percent (5.5%) of the Cost of the Work, as calculated in accordance with Section 11.5

Before billing any amount, the Architect shall secure the Owner's written agreement of the applicable fee based on the information included in this section.

- .3 Other

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(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	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

(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

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- 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.)*

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§ 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. In accordance with Texas Government Code section 2274.002, Architect verifies it does not boycott energy companies and will not boycott energy companies during the term of the contract. In accordance with Texas Government Code section 2274.002, Architect verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

§ 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 complaints 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.

**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.)*

- 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)*

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

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

LaShae Baskin - Director of Austin Office  
Huckabee & Associates, Inc.

\_\_\_\_\_  
*(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 16:21:00 CT on 02/15/2022.

## PAGE 1

**AGREEMENT** made as of the Eighteenth day of February in the year Two Thousand Twenty-Two

...

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 #13

## 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.

...

\$38,000,000

## PAGE 3

Construction Documents – June 2022

...

TBD

...

TBD

.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.

...

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

...

§ 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 - Huckabee

~~.2 Mechanical Engineer:~~

Mechanical Engineer – Baird Hampton & Brown

~~.3 Electrical Engineer:~~Electrical Engineer – Baird Hampton & Brown  
Landscape Design – Kimley Horn  
Telecommunication/Data Design - CRUX  
Security Evaluation and Planning - CRUX  
Roof Consultant – Hollon Cannon  
Building Envelope – Hollon Cannon  
Kitchen Services – Cosper & Associates

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

As noted in section 4.1.1

...

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 coverages, 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-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 agrees 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, General Conditions of the Contract for Construction, 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 Architect's responsibilities related to the pre-construction conference shall not include the Contractor's means, methods, techniques, or site safety as these items are the sole responsibility of the Contractor. 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.~~ 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.

**PAGE 21**

**§ 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.

...

**§ 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.

...

<b>§ 4.1.1.1</b> Programming	<u>Architect, as a Basic Service</u>
<b>§ 4.1.1.2</b> Multiple preliminary designs	<u>Architect, as a Basic Service</u>
<b>§ 4.1.1.3</b> Measured drawings	<u>Architect</u>
<b>§ 4.1.1.4</b> Existing facilities surveys	<u>Architect</u>
<b>§ 4.1.1.5</b> 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	<del>Other services provided by specialty Consultants</del>	<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> <u>Archeological Survey—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;

PAGE 23

- .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 construction.~~

**§ 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.~~

...

**§ 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~~ 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;

PAGE 26

- .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.~~

...

§ 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 no 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, 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 Occupaintions Code Chapter 1051. Tehe 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**

( ) % of the Owner's budget for

For a new design: Six Percent (6) % of the Cost of the Work, as calculated in accordance with Section 11.5

For a prototype site adapt of Elementary School #12 design: Five Percent (5%) of the Cost of the Work, as calculated in accordance with Section 11.5

For a two-story prototype site adapt of Elementary School #12 design: Five and One-Half Percent (5.5%) of the Cost of the Work, as calculated in accordance with Section 11.5

Before billing any amount, the Architect shall secure the Owner's written agreement of the applicable fee based on the information included in this section.

**PAGE 32**

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:

...

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 (no less than 3% of the Architect’s fee is attributable to Basic Services that occur after Substantial Completion)	<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~~

~~expense~~ incurred by the Architect and the Architect's consultants directly related to the ~~Project, Projects~~, as follows:

- ~~1.~~ 1. Transportation and authorized out-of-town travel and ~~subsistence; subsistence if approved by Owner in advance;~~
- ~~2.~~ 2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- ~~3.~~ 3. Permitting and other fees required by authorities having jurisdiction over the Project;
- ~~4.~~ 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.~~ 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.~~ 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.~~ 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. In accordance with Texas Government Code section 2274.002, Architect verifies it does not boycott energy companies and will not boycott energy companies during the term of the contract. In accordance with Texas Government Code section 2274.002, Architect verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**§ 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 complaints 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.)*

\_\_\_\_\_

\_\_\_\_\_ 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 16:21:00 CT on 02/15/2022 under Order No. 2114280461 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)*

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

**March 28, 2022**

**Item:** Consider, Discuss, and Take Appropriate Action Regarding Swim Center Repair

**Contact Person:** Malinda Golden

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

---

**District Goal or Objective Addressed:**

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

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

**Background Information:**

The BISD Swim Center was constructed in 2006. While well maintained, the facility is in need of repairs in order to maintain programs for our students and community. The administration will share Swim Center facility needs and seek possible approval for the identified repairs.

**Fiscal Implications:**

\$361,076.00

**Administrative Recommendation(s):**

To approve the repairs to the BISD Swim Center as presented.



# Progressive Commercial Aquatics, Inc.

2510 Farrell Rd  
Houston TX 77073  
281-982-0212

# Quote

**Quote #:** QA1460  
**Date:** 2/10/2022  
**Shipping Method:**  
**Salesperson:** Myles  
**Exp Date:** 6/10/2022

### Bill To

Belton Aquatic Center (BELTON)  
liner and gutter tile replacement buyboard#613-20  
624 Lake Rd/Tiger Drive  
kimberly.davies@bisd.net  
  
Belton TX 76513

### Ship To

Belton Aquatic Center (BELTON)  
liner and gutter tile replacement buyboard#613-20  
accountspayable@bisd.net  
All: kimberly.davies@bisd.net  
9052- Cara.smith@bisd.net  
8032- Julia.Beck@bisd.net  
  
Belton TX 76513  
(254)215-2230

Item	Description	Qty	UOM	Unit Price	Tax	Total
NONSTOCK	Liner and tile replacement per notes on back	1	EA	\$361,076.80	\$0.00	\$361,076.80
						109

EXMPT \$0.00

**Total Weight of Items 0 lbs**

**Total \$361,076.80**  
**Tax Total \$0.00**  
**Grand Total \$361,076.80**

Effective 01/01/2020 a Convenience Fee of 4% will be charged on all credit/debit card transactions  
There will be a 25% restocking fee on all returned items.

**Thank you for your business**



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76513 (254)215-2230

Item	Description	Qty	UOM	Unit Price	Tax	Total
------	-------------	-----	-----	------------	-----	-------

#### TILE SPECS:

1. Remove all gutter tile on front side and backside of gutter and all setting materials.
2. Clean debris from surface.
3. Provide Daldarado hand grip tile per spec sheets (in color of your choice from available colors) and provide back tile from available colors as well.
4. Provide Laticrete 300 epoxy thinset and Spectralock epoxy grout in color of your choice.
5. Set all new tile with laser and string lines back in place of old tile. New tile on front to be approx 12" long peices and back peices to be approx 10" long peices as that is how they are made so the grout lines will be a bit different from the front tile but the tile is separated by the grating so the lines don't touch eachother.

#### PVC MEMBRANE SPECS:

1. The pools totals approximately 3,200 square feet for the small pool, and 6,000 square feet for the large pool ( plan and wall areas ).
2. Remove the existing PVC pool membranes, termination strips, and any significant residue, and lightly prep the surface of the pools for the installation of a new 60 mil PVC membranes 110  
( surface prep not to exceed 4 total man hours for surface repair work ).
3. Fully adhere an 11-ounce polypropylene felt protection / leveling layer to the entire surface of the pools.
4. Custom fit and adhere a premium 60 mil LIGHT BLUE PVC membrane to the entire surface of the previously felted pools. Hot air weld and seal all seams.
5. Terminate the membranes by using white hard capped PVC strips or bent PVC coated metal fastened into a bed of caulking and tack welded onto the top of the walls around the perimeter of the pools. Finish with a bead of white caulking.
6. Where necessary install custom made Type 1 Hard PVC flanges around all penetrations i.e.; floor returns, railings, and drains, and black PVC transition lines as required.
7. Install 12-inch-wide swimming lanes and wall targets as existing, and light blue slip- resistant 60 mil PVC membrane on the ramp and over the shallow areas as needed.
8. Issue a 10 year material warranty ( covers PVC membrane material and welds ) and a one-year labor workmanship warranty upon payments received in full for all invoiced installation work.

EXMPT \$0.00

**Total Weight of Items 0 lbs**

**Total \$361,076.80**  
**Tax Total \$0.00**  
**Grand Total \$361,076.80**

Effective 01/01/2020 a Convenience Fee of 4% will be charged on all credit/debit card transactions  
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**Thank you for your business**



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 77073 281-982-0212

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Item	Description	Qty	UOM	Unit Price	Tax	Total
	<p><b>DRAINING AND REFILLING:</b></p> <ol style="list-style-type: none"> <li>1. PCA to drain the pools for Belton ISD prior to arrival and sweep off existing water and remove.</li> <li>2. Once all work is complete, PCA to turn fill lines on and refill pools using facilities water.</li> <li>3. Once full, PCA to hand balance both pools to bring the chemistry to acceptable levels and then we will hand the pool back to the district.</li> </ol> <p>Work to take approx 45 days from start to finish.</p> <p><b>CONDITIONS</b></p> <ol style="list-style-type: none"> <li>1. Existing surfaces must be able to accept fasteners (meaning if there is any rusted out steel under the existing liner and we are not able to fasten to it then there may be a change order for replacing the steel itself).</li> <li>2. Owner is to provide power and unimpeded access to the jobsite.</li> <li>3. No bonds, permit, or licensing fees were figured into the bid price.</li> <li>4. Texas State Davis-Bacon prevailing wage rates were considered in the bid price.</li> <li>5. No monies were allocated for any repairs or upgrades to the main drains or main drain covers as may be required by the Virginia Graeme Baker Anti Vortex law.</li> <li>6. If significant de-watering is required to keep the pool surface dry during the installation process then additional charges will be applied as incurred.</li> <li>7. Only minimal surface prep as previously described is included in the above pricing. Additional surface prep (i.e.: patching, smoothing, rustproofing, tile repair, etc.) will be billed at a rate of</li> </ol>					111
	EXMPT			\$0.00		

**Total Weight of Items 0 lbs**

**Total \$361,076.80**  
**Tax Total \$0.00**  
**Grand Total \$361,076.80**

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Item	Description	Qty	UOM	Unit Price	Tax	Total
------	-------------	-----	-----	------------	-----	-------

7. Only minimal surface prep as previously described is included in the above pricing. Additional surface prep ( i.e.: patching, smoothing, rustproofing, tile repair, etc. ) will be billed at a rate of \$150 per man hour plus materials in addition and additional travel if needed to the above if required (ownership will be informed of all surface concerns and shall approve of any additional work prior to it being performed on site).

### TERMS

This proposal is valid for 60 days. A deposit of fifty ( 50% ) percent is due with the signed proposal to order the materials (liner and tile and epoxy grout and thinset) . An additional progress payment of thirty ( 30% ) percent is due at the approximate midpoint of the project. The remaining balance is due upon project completion at net 30.

112

EXMPT \$0.00

**Total Weight of Items 0 lbs**

**Total \$361,076.80**  
**Tax Total \$0.00**  
**Grand Total \$361,076.80**

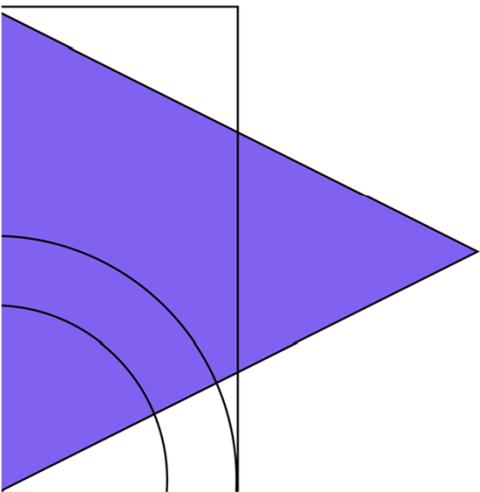
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**Thank you for your business**



March 28, 2022

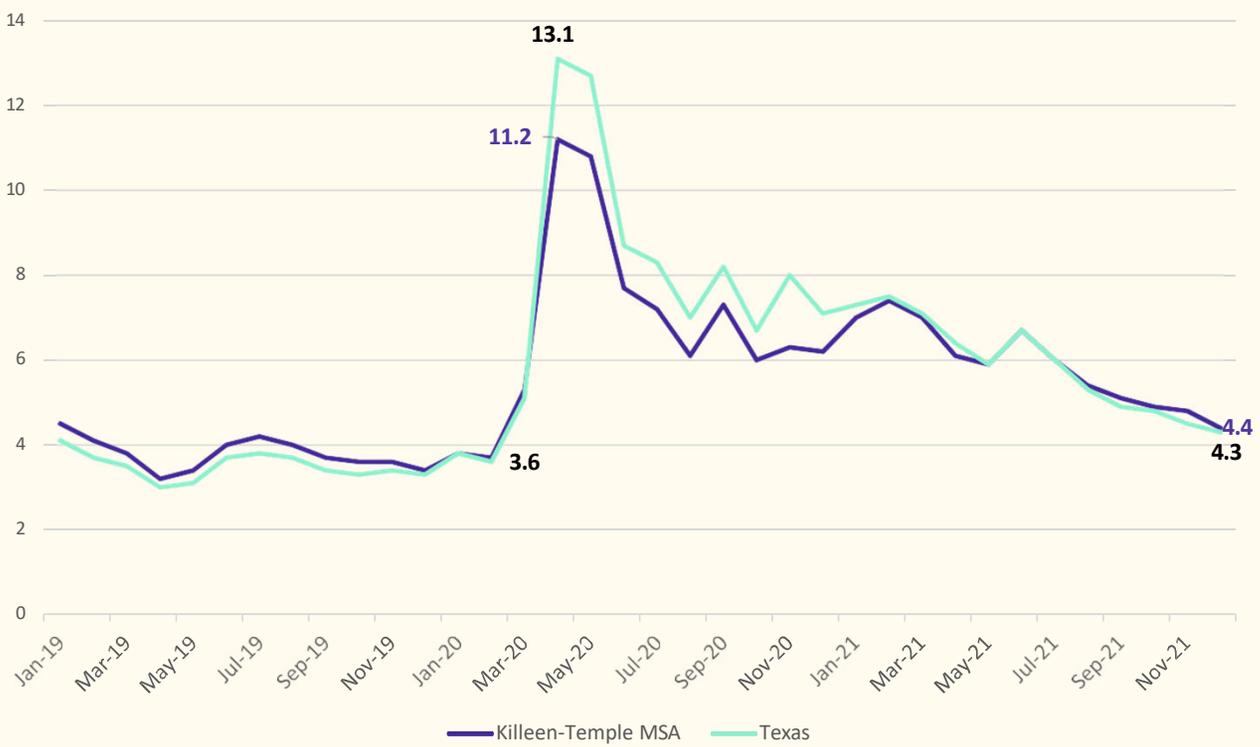
# Demographic Report



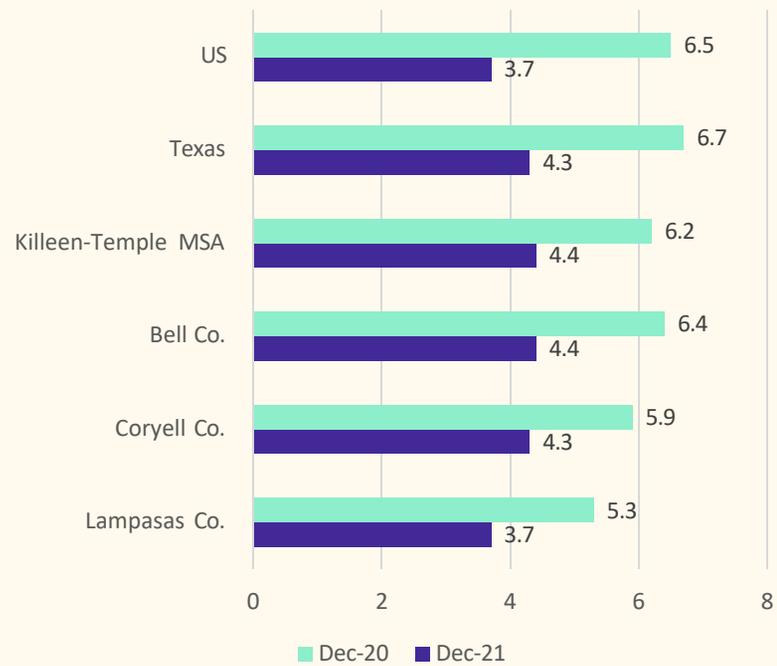


# Local Economic Conditions

### Unemployment Rate, Jan 2019 – Dec 2021



### Unemployment Rate, Year Over Year

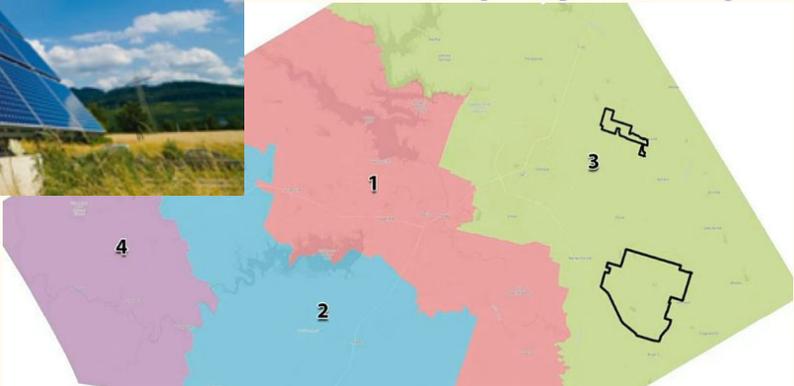




# Local Economic Conditions

## Solar Farms

- Two companies received approval from Bell Co. Commissioner Monday 3/7 to open solar farms east of Temple
- Estimated to generate more than 500 megawatts
- Each solar farm will hire approx. 300 jobs
- Total cost of each solar farm between \$200 million - \$300 million
- Construction slated to begin end of September 2022 & June 2023



## FedEx Ground

- Temple City Council approved 250,000 sq. ft. distribution center at Temple’s Industrial Park in Fall 2021
- Located on 52.9 acres at 11400 & 11601 NW HK Dodgen Loop
- Total cost- \$40 million
- Anticipated to hire 180 – 200 new employees



# District Demographic Snapshot

2021 Total District  
Population Estimate

**64,417**

**40.5%**

**45,852**

2010 Census  
District Population

2021 Total District Population  
Below Age 19

**17,745**

**26.2%**

**14,061**

2010 Census District  
Population Below Age 19

2021 Total District  
Median Household Income

**\$73,590**

**28.1%**

**\$57,443**

2010 Census Total District  
Median Household Income

2021 District Households

**22,543**

**38.9%**

**16,230**

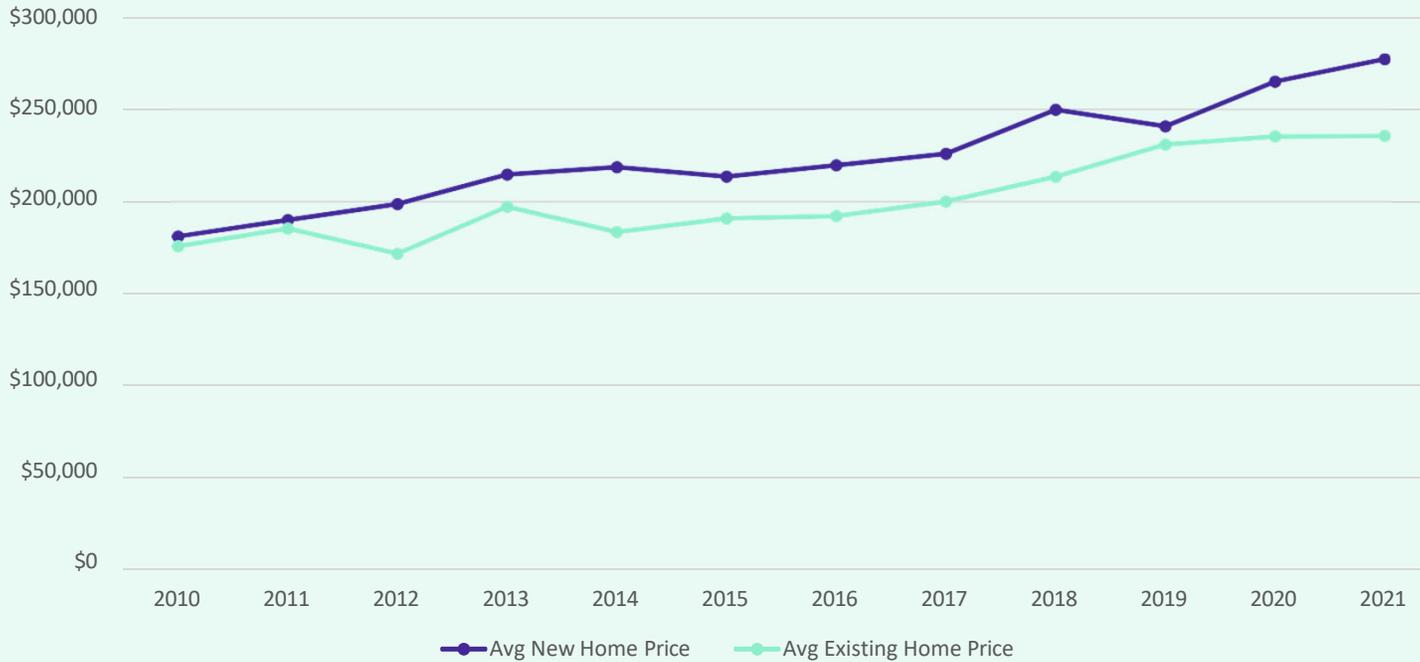
2010 District Households

Source: 2010 and 2020 US Census PL94-171 Data

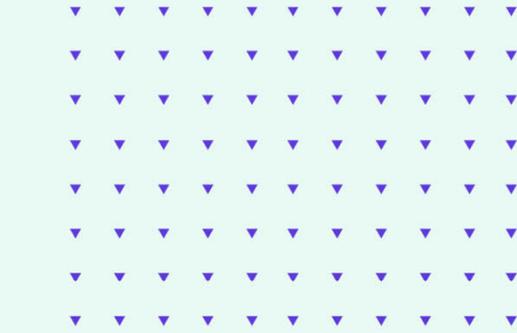


# Belton ISD Home Price Analysis

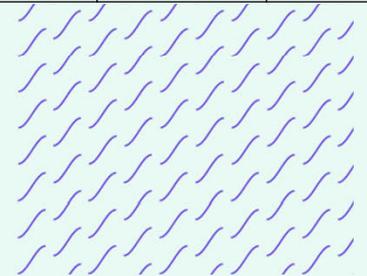
Avg. New v. Existing Sale Price, 2010 – 2021



- The average new home sale price in Belton ISD has risen 53% in the last 10 years, an increase of nearly \$96,300
- The average existing home sale price in BISSD has risen 34% since 2010, an increase of more than \$59,900



	Avg New Home	Avg Existing Home
2010	\$181,130	\$175,792
2011	\$190,059	\$185,450
2012	\$198,664	\$171,756
2013	\$214,687	\$197,256
2014	\$218,700	\$183,532
2015	\$213,627	\$190,880
2016	\$219,784	\$192,190
2017	\$225,969	\$200,046
2018	\$249,917	\$213,496
2019	\$240,928	\$231,016
2020	\$265,153	\$235,399
2021	\$277,424	\$235,719



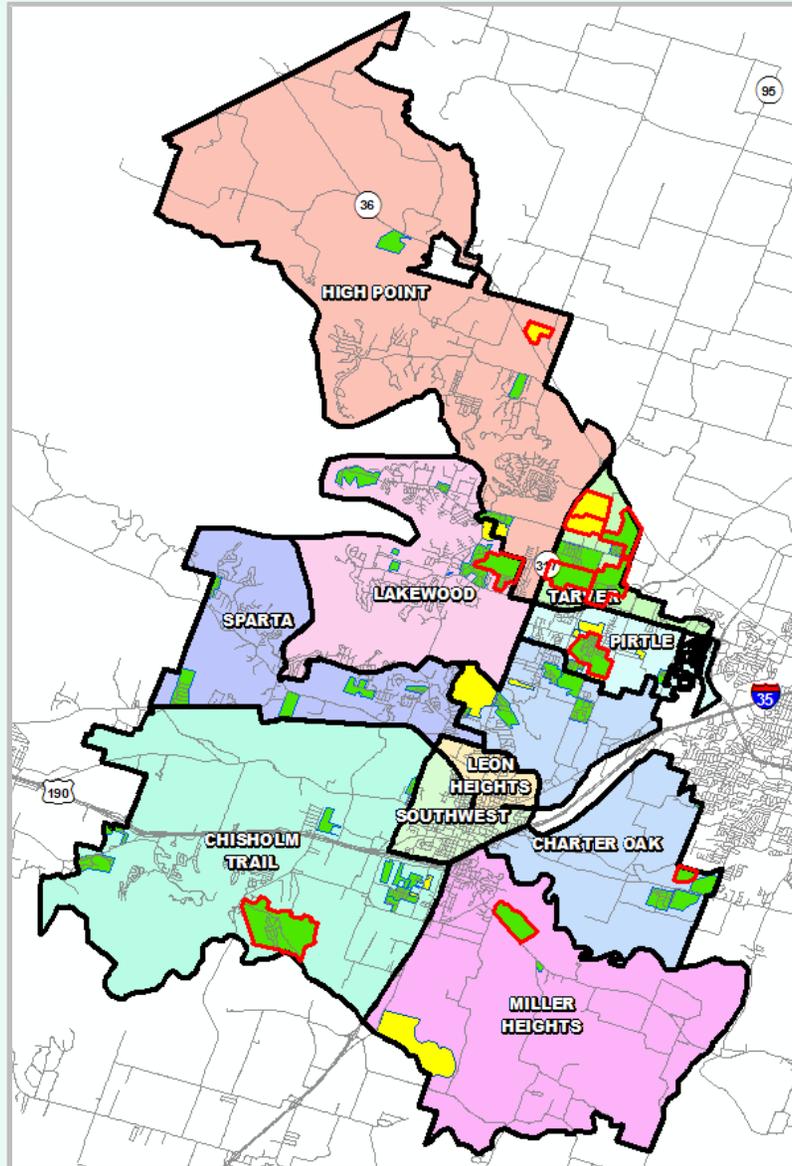


# District Housing Overview

- The district has 46 actively building subdivisions
- Within BISD there are 13 future subdivisions
- Of these, groundwork is underway on approx. 1,520 lots within 11 subdivisions

**Subdivisions**

- ACTIVE
- FUTURE
- Groundwork Underway





# Multi-Family Housing Overview

## Multi-Family Developments

- Future Development
- Under Construction

### Colonial Crossing Ph 2

- 132 future units
- Est construction to begin Oct 2021, est leasing Oct 2022

### Ridge at Belle Meadows MF

- 48 units under construction
- Platted as duplexes

### Royal Heights Townhomes

- 55 units under construction
- Groundwork underway and foundations set Sept 2021

### Heart of Texas RV Resort

- 100 future units
- Preliminary plat approved mid 2020
- Timeline for development unknown

### Villages of Westfield

- Mixed use section of the Westfield development
- Construction started end of 2021

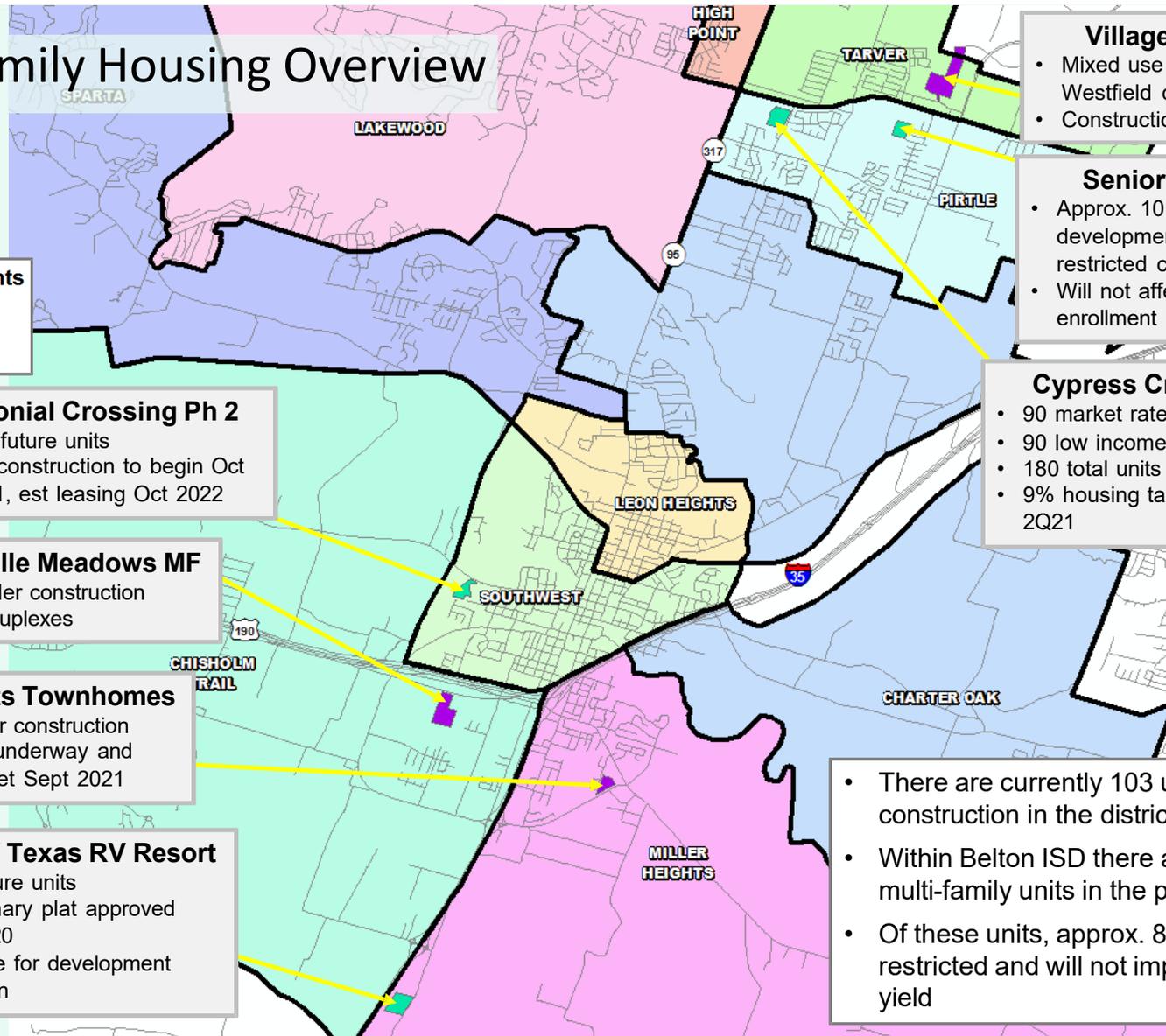
### Senior Living

- Approx. 10 acres of WB development for age-restricted community
- Will not affect student enrollment

### Cypress Creek Temple

- 90 market rate units
- 90 low income units
- 180 total units
- 9% housing tax credit awarded 2Q21

- There are currently 103 units under construction in the district
- Within Belton ISD there are roughly 410 future multi-family units in the planning stages
- Of these units, approx. 80 units are age-restricted and will not impact BISD's student yield



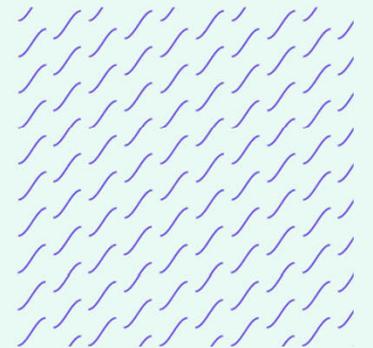


# Residential Activity



**Grace Landing**

- 89 total future lots
- Groundwork underway on all lots
- Estimated delivery mid 2022



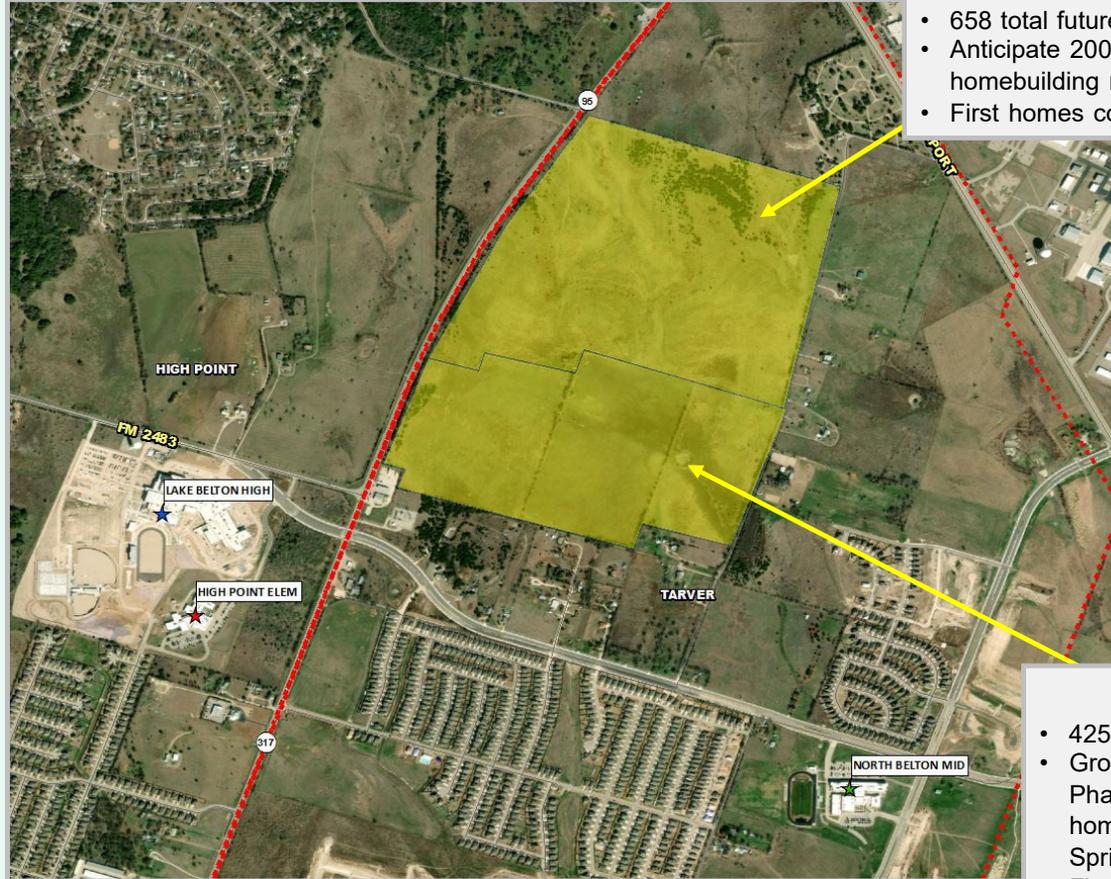


# Residential Activity



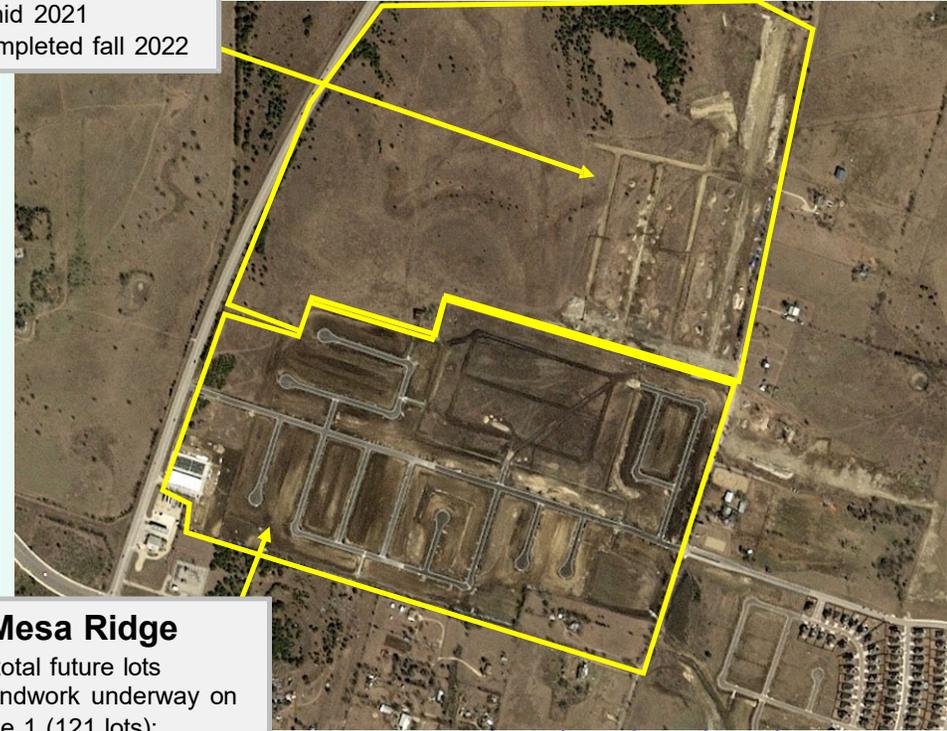
## Northpointe

- 658 total future lots
- Anticipate 200 lots delivered for homebuilding mid 2021
- First homes completed fall 2022



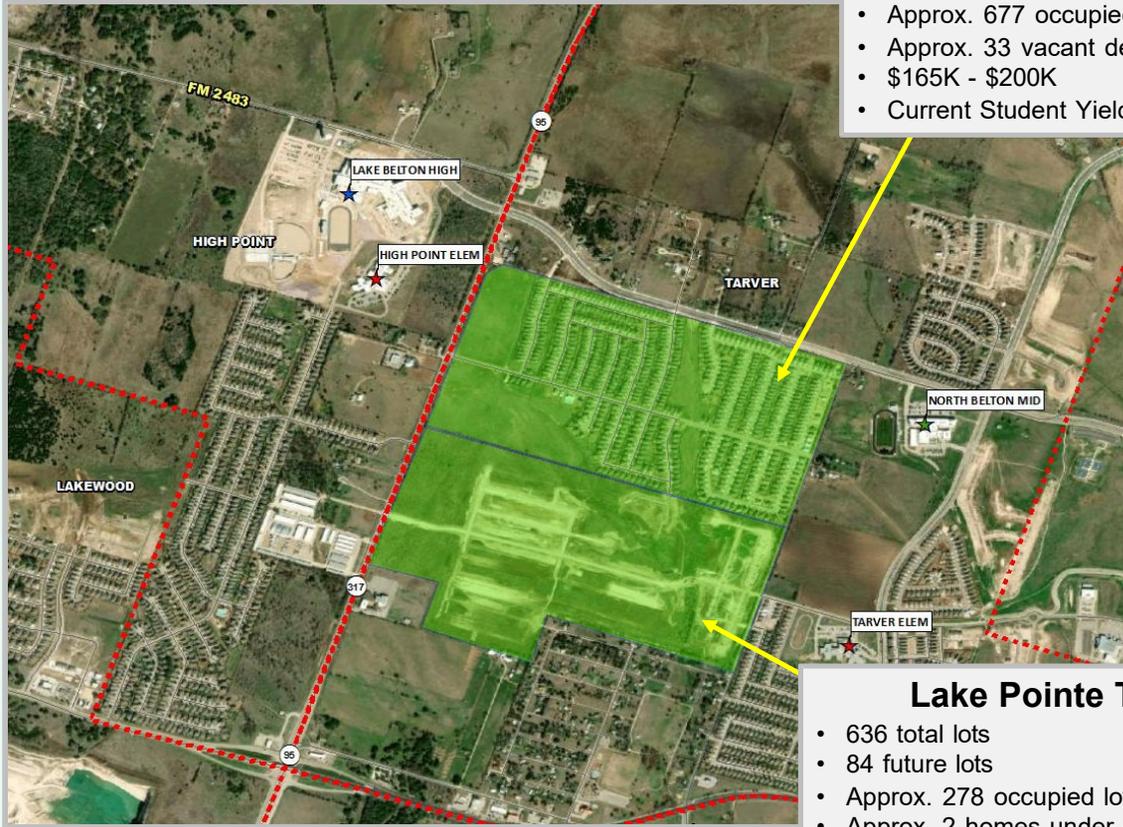
## Mesa Ridge

- 425 total future lots
- Groundwork underway on Phase 1 (121 lots); homebuilding est begin Spring 2022
- First homes anticipated in May/June 2022

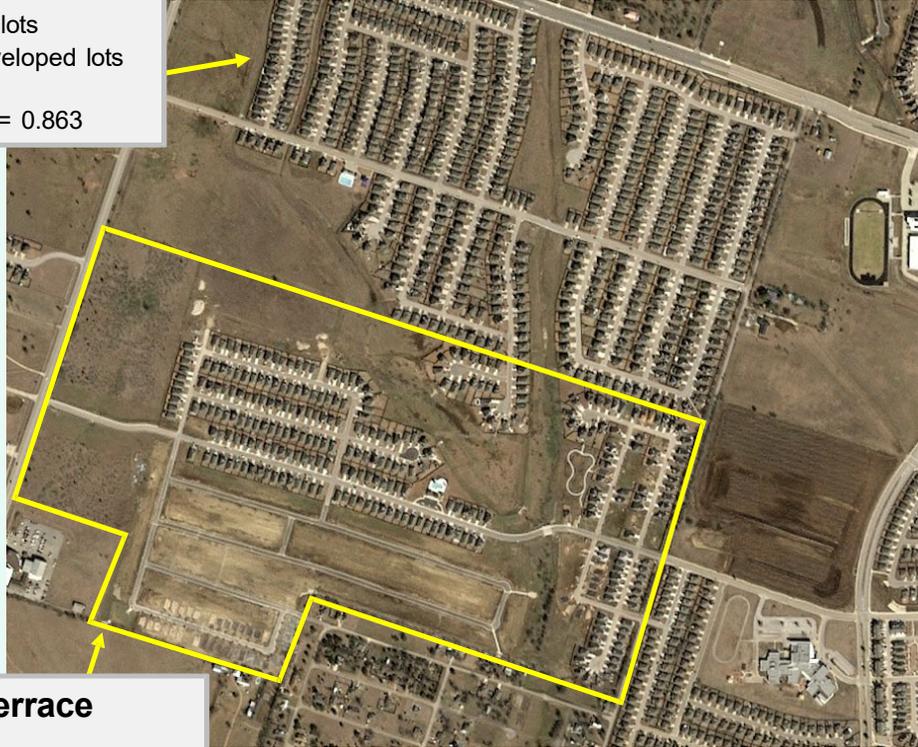




# Residential Activity



- Lake Pointe**
- 710 total lots
  - Approx. 677 occupied lots
  - Approx. 33 vacant developed lots
  - \$165K - \$200K
  - Current Student Yield = 0.863



- Lake Pointe Terrace**
- 636 total lots
  - 84 future lots
  - Approx. 278 occupied lots
  - Approx. 2 homes under construction
  - Approx. 272 vacant developed lots
  - Homebuilding underway in Ph 3 (274 lots)
  - Groundwork underway on Ph 4 (84 lots), estimated delivery April 2023
  - \$210K+
  - Current Student Yield = 0.525



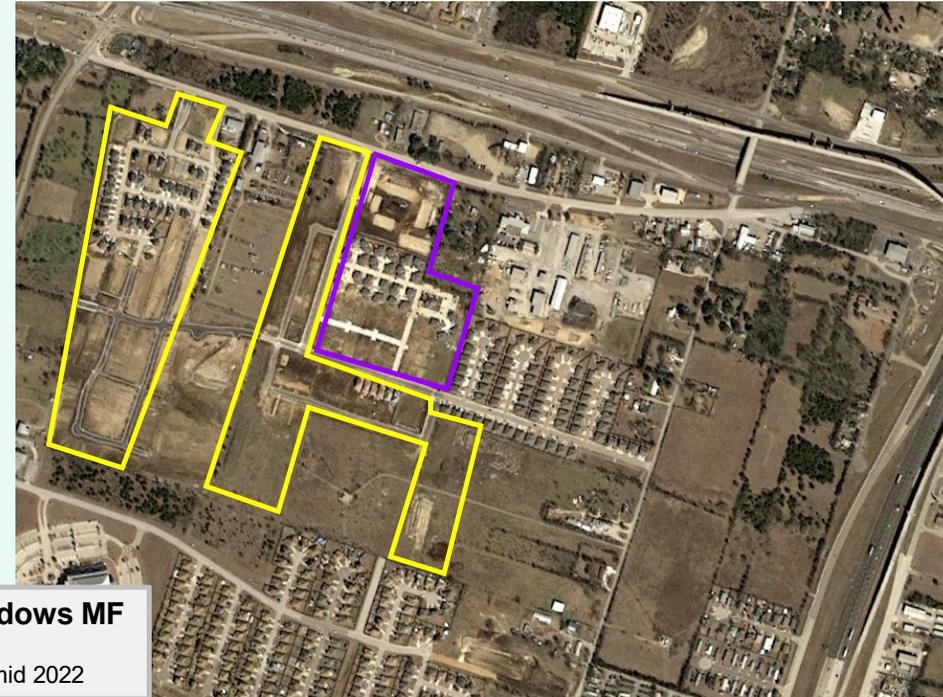


# Residential Activity



## West Canyon Trails

- 174 lots
- Approx. 34 occupied homes
- Approx. 6 homes under construction
- Approx. 134 vacant developed lots
- Homebuilding underway in all lots
- \$250K+
- Current Student Yield = 0.029

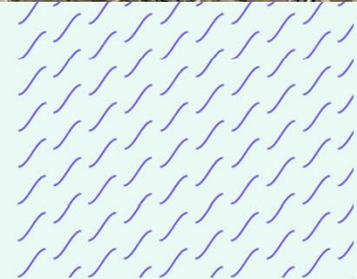


## Ridge at Belle Meadows MF

- 48 total duplex units
- Estimated completion mid 2022

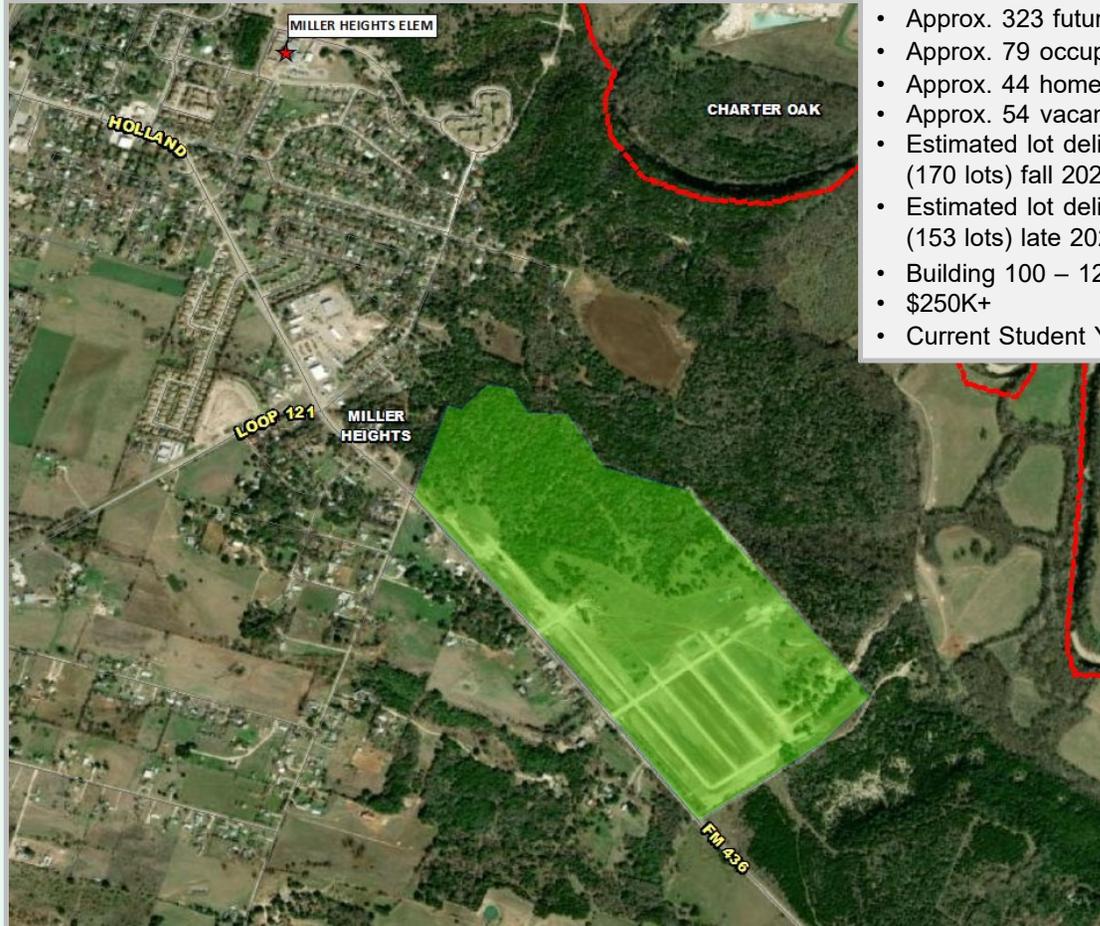
## The Ridge at Belle Meadows

- 143 total lots
- Approx. 2 occupied homes
- Approx. 1 home under construction
- Approx. 87 vacant developed lots
- Remaining lots delivered for homebuilding late 2021
- Stylecraft
- No current student yield





# Residential Activity



- ### Hubbard Branch
- 500 total lots
  - Approx. 323 future lots
  - Approx. 79 occupied lots
  - Approx. 44 homes under construction
  - Approx. 54 vacant developed lots
  - Estimated lot delivery of Phase 2 (170 lots) fall 2022
  - Estimated lot delivery of Phase 3 (153 lots) late 2023 - early 2024
  - Building 100 – 125 homes per year
  - \$250K+
  - Current Student Yield = 0.139



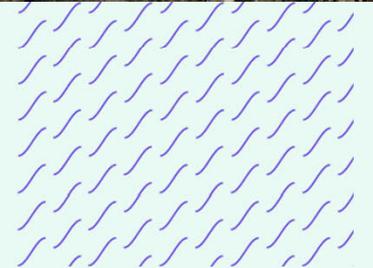


# Residential Activity



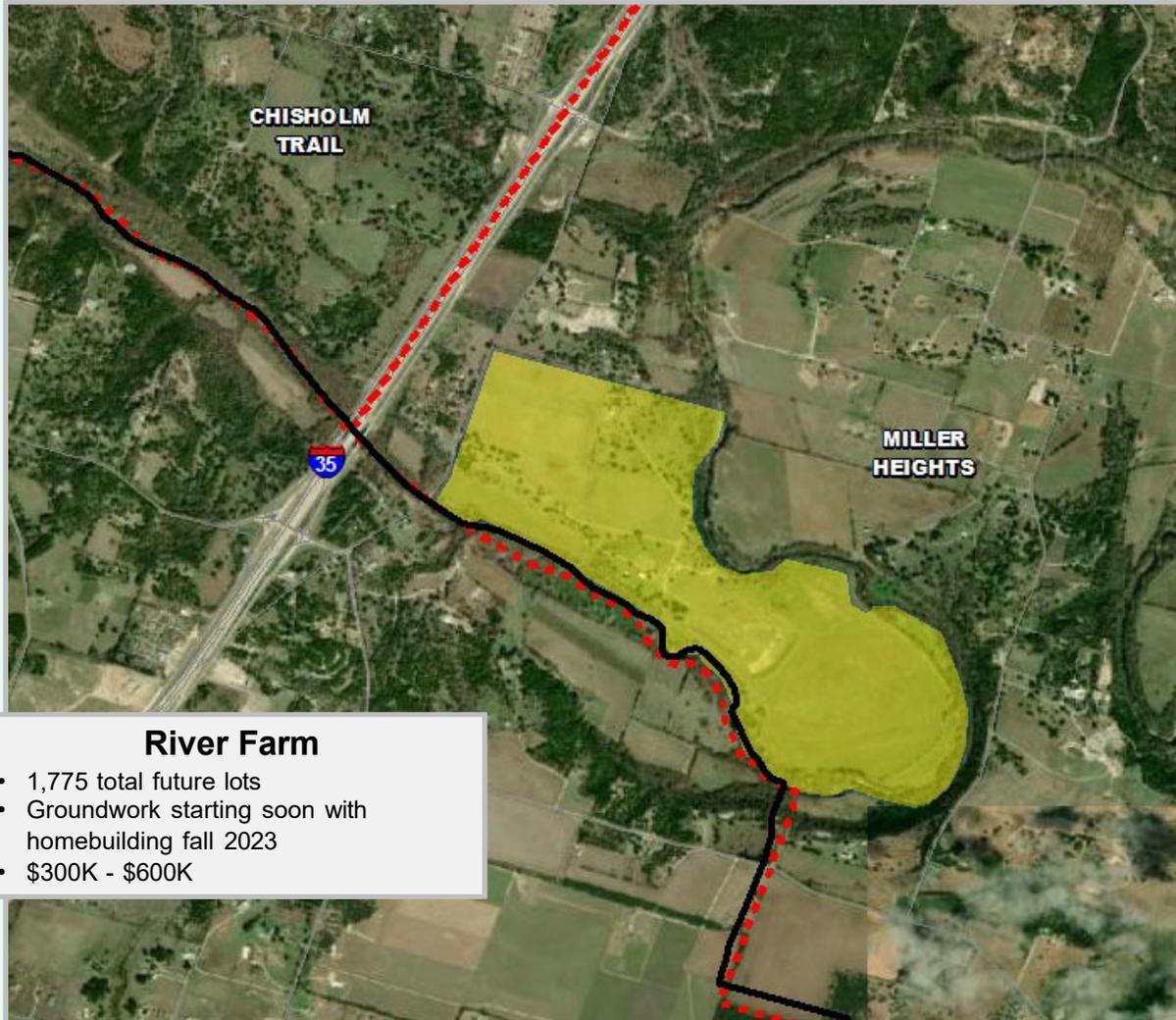
## Three Creeks

- 1,500 total lots
- Approx. 449 future lots
- Approx. 798 occupied lots
- Approx. 16 homes under construction
- Approx. 237 vacant developed lots
- Phase 8 (42 lots) delivered for homebuilding; anticipate first homes summer 2022
- Building 125 – 150 homes per year
- DR Horton
- \$190K - \$550K
- Current Student Yield = 0.612



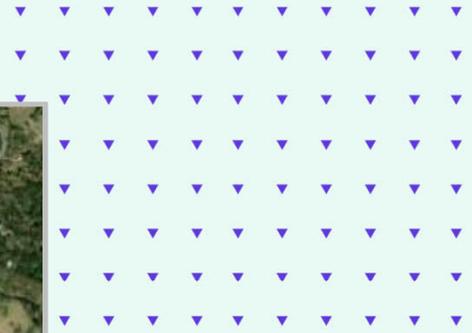


# Residential Activity



**River Farm**

- 1,775 total future lots
- Groundwork starting soon with homebuilding fall 2023
- \$300K - \$600K





# Residential Activity

## Grove at Lakewood Ranch

- 600 total lots
- 266 future lots
- Approx. 282 occupied lots
- Approx. 52 vacant developed lots
- Final plat Ph 8 (121 lots) approved Nov 2021
- \$170K - \$300K

## North Gate

- 514 total lots
- 185 future lots
- Approx. 158 occupied lots
- Approx. 6 homes under construction
- Approx. 165 vacant developed lots
- Homebuilding underway in Ph 3 (90 lots)
- Groundwork & streets being paved in Ph 5 (31 lots)
- \$270K+

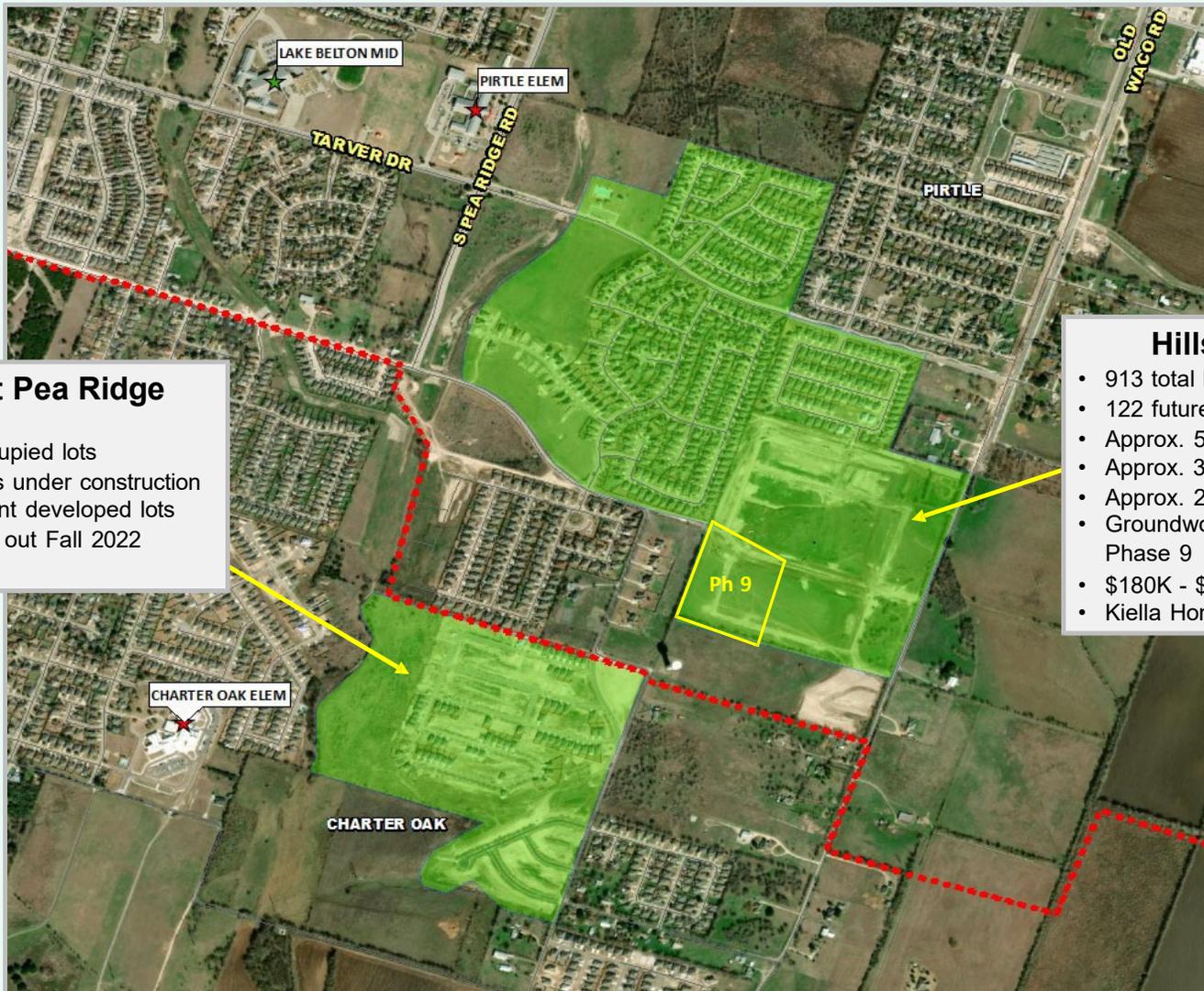
## Westfield

- 1,015 total lots
- 147 future lots
- Approx. 715 occupied lots
- Approx. 153 vacant developed lots
- Initial groundwork underway on 118 lots in Ph 14
- \$120K - \$185K





# Residential Activity

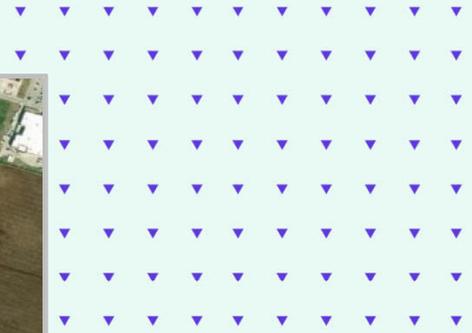


## Reserve at Pea Ridge

- 351 total lots
- Approx. 278 occupied lots
- Approx. 3 homes under construction
- Approx. 22 vacant developed lots
- Anticipated build out Fall 2022
- \$160K - \$205K

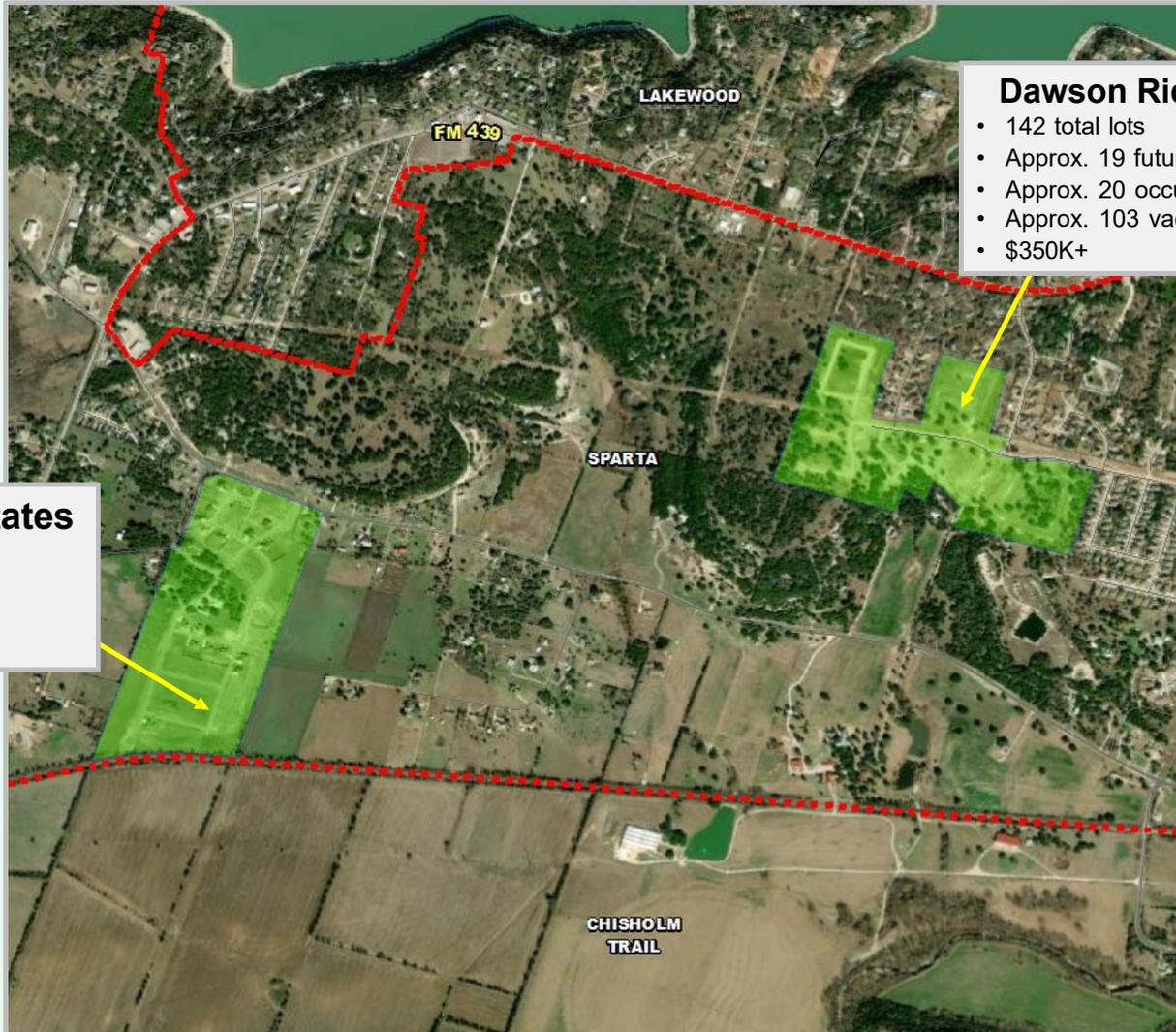
## Hills of Westwood

- 913 total lots
- 122 future lots
- Approx. 558 occupied lots
- Approx. 3 homes under construction
- Approx. 230 vacant developed lots
- Groundwork underway on 45 lots in Phase 9
- \$180K - \$240K
- Kiella Homes





# Residential Activity



## Dawson Ridge Addition

- 142 total lots
- Approx. 19 future lots
- Approx. 20 occupied lots
- Approx. 103 vacant developed lots
- \$350K+

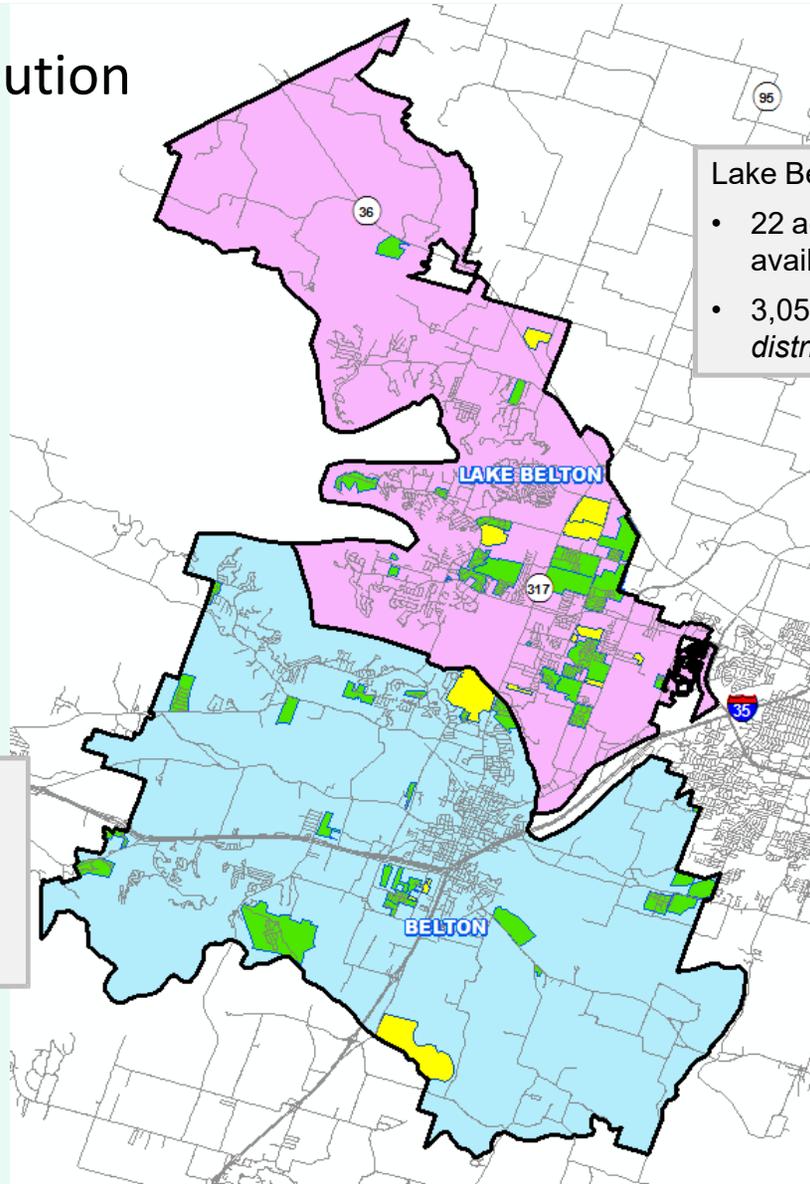
## Circle C Ranch Estates

- 80 total lots
- 59 occupied lots
- 21 vacant developed lots
- \$345K+





# Housing Activity Distribution



**Lake Belton HS Zone**

- 22 active subdivisions with 929 available lots (47% of district total)
- 3,056 planned future lots (48% of district total)

**Belton HS Zone**

- 23 active subdivisions with 1,060 available lots (53% of district total)
- 3,324 planned future lots (52% of district total)





## Ten Year Forecast by Grade Level – Mid Level

Year (OCT)	EE	PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2017/18	58	369	804	824	821	834	873	940	846	897	894	908	849	828	785	11,530		
2018/19	48	392	809	871	855	865	889	885	993	907	929	942	858	852	795	11,890	360	3.1%
2019/20	77	416	836	846	874	877	860	923	926	1,052	936	996	917	862	797	12,195	305	2.6%
2020/21	62	304	901	896	884	888	901	924	971	981	1,082	1,033	1,030	915	849	12,621	426	3.5%
2021/22	56	371	873	952	974	914	956	969	996	1,045	1,055	1,244	1,058	1,036	855	13,354	733	5.8%
2022/23	56	417	927	935	1,016	1,015	974	1,033	1,042	1,073	1,123	1,187	1,278	1,060	1,002	14,139	785	5.9%
2023/24	56	438	973	993	980	1,059	1,077	1,044	1,114	1,121	1,147	1,255	1,214	1,282	1,019	14,771	632	4.5%
2024/25	56	464	1,030	1,036	1,046	1,030	1,118	1,148	1,116	1,193	1,193	1,269	1,280	1,213	1,229	15,420	649	4.4%
2025/26	56	477	1,060	1,101	1,082	1,108	1,083	1,181	1,216	1,190	1,261	1,336	1,297	1,282	1,168	15,899	478	3.1%
2026/27	56	500	1,111	1,139	1,152	1,127	1,166	1,138	1,247	1,291	1,254	1,404	1,357	1,291	1,233	16,465	567	3.6%
2027/28	56	522	1,160	1,176	1,184	1,198	1,179	1,222	1,207	1,325	1,371	1,395	1,413	1,356	1,241	17,005	540	3.3%
2028/29	56	531	1,179	1,232	1,220	1,227	1,255	1,226	1,291	1,282	1,405	1,526	1,401	1,411	1,306	17,547	542	3.2%
2029/30	56	548	1,218	1,239	1,270	1,257	1,261	1,308	1,290	1,372	1,357	1,563	1,539	1,396	1,359	18,034	487	2.8%
2030/31	56	562	1,248	1,281	1,281	1,307	1,291	1,319	1,377	1,368	1,449	1,512	1,575	1,537	1,343	18,507	473	2.6%
2031/32	56	568	1,262	1,319	1,329	1,319	1,348	1,343	1,388	1,462	1,445	1,614	1,522	1,573	1,478	19,026	519	2.8%

Yellow box = largest grade per year  
Green box = second largest grade per year



## Ten Year Forecast by Elementary Campus - Mid Level

Campus	Capacity	2020/21	Fall	ENROLLMENT PROJECTIONS									
			2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
BELTON EARLY CHILDHOOD	628	366	427	473	494	520	533	556	578	587	604	618	624
CHARTER OAK ELEMENTARY	800	475	568	665	726	812	869	923	950	971	992	1,006	1,020
CHISHOLM TRAIL ELEMENTARY	792	818	875	933	998	1,050	1,070	1,060	1,095	1,098	1,106	1,128	1,169
HIGH POINT ELEMENTARY	792	597	623	619	598	598	592	581	592	597	611	624	638
JOE PIRTLE ELEMENTARY	792	606	624	625	647	675	725	782	828	864	904	939	968
LAKEWOOD ELEMENTARY	792	658	694	692	683	679	681	694	722	757	793	813	836
LEON HEIGHTS ELEMENTARY	265	245	221	222	230	233	236	240	248	254	257	256	257
MILLER HEIGHTS ELEMENTARY	450	306	283	295	308	320	337	381	414	458	504	553	599
SOUTHWEST ELEMENTARY	440	385	399	389	382	387	383	389	386	386	393	397	403
SPARTA ELEMENTARY	685	638	628	635	636	648	645	647	676	696	710	711	715
TARVER ELEMENTARY	792	666	723	825	918	1,006	1,077	1,136	1,208	1,258	1,283	1,300	1,315
<b>ELEMENTARY TOTALS</b>	<b>7,228</b>	<b>5,760</b>	<b>6,065</b>	<b>6,373</b>	<b>6,620</b>	<b>6,928</b>	<b>7,148</b>	<b>7,389</b>	<b>7,697</b>	<b>7,926</b>	<b>8,157</b>	<b>8,345</b>	<b>8,544</b>
Elementary Absolute Change		51	305	308	247	308	221	241	308	229	232	188	199
Elementary Percent Change		0.89%	5.30%	5.08%	3.87%	4.65%	3.18%	3.37%	4.17%	2.97%	2.92%	2.30%	2.39%

Yellow box = over capacity

- Elementary capacity is less flexible than secondary capacity due to grade level distribution
- Elementary capacity is primarily about the number of sections per grade the building can support
- Elementary campuses will experience grade level challenges when the overall capacity reaches 90%
- Tarver and Chisholm elementary schools will exceed capacity fall 2022



## Ten Year Forecast by Secondary Campus – Mid Level

Campus	Capacity	2020/21	Fall	ENROLLMENT PROJECTIONS									
			2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
LAKE BELTON MIDDLE SCHOOL	916	746	808	853	861	878	881	867	900	941	988	1,036	1,075
NORTH BELTON MIDDLE SCHOOL	1,000	922	898	920	975	1,025	1,092	1,148	1,173	1,219	1,220	1,281	1,321
SOUTH BELTON MIDDLE SCHOOL	1,000	625	667	727	768	801	829	894	930	935	895	914	886
BELTON MIDDLE SCHOOL	971	741	723	738	778	798	865	882	899	884	916	963	1,013
<b>MIDDLE SCHOOL TOTALS</b>	<b>3,887</b>	<b>3,034</b>	<b>3,096</b>	<b>3,238</b>	<b>3,382</b>	<b>3,501</b>	<b>3,667</b>	<b>3,791</b>	<b>3,902</b>	<b>3,978</b>	<b>4,019</b>	<b>4,195</b>	<b>4,295</b>
Middle School Absolute Change		120	62	142	144	119	166	124	111	76	41	176	100
Middle School Percent Change		4.12%	2.04%	4.60%	4.45%	3.51%	4.74%	3.39%	2.93%	1.94%	1.02%	4.38%	2.39%
BELTON HIGH SCHOOL	2,607	2,392	2,142	1,874	1,935	2,031	2,082	2,164	2,221	2,349	2,447	2,503	2,582
BELTON NEW TECH HIGH SCHOOL	500	493	449	438	415	437	453	472	487	510	526	535	553
LAKE BELTON HIGH SCHOOL	2,500	942	1,602	2,215	2,418	2,523	2,548	2,649	2,698	2,785	2,885	2,929	3,052
<b>HIGH SCHOOL TOTALS</b>	<b>5,607</b>	<b>3,827</b>	<b>4,193</b>	<b>4,527</b>	<b>4,768</b>	<b>4,991</b>	<b>5,083</b>	<b>5,285</b>	<b>5,406</b>	<b>5,644</b>	<b>5,858</b>	<b>5,967</b>	<b>6,187</b>
High School Absolute Change		264	366	334	241	223	92	202	121	238	214	109	220
High School Percent Change		7.41%	9.56%	7.97%	5.33%	4.67%	1.84%	3.97%	2.28%	4.40%	3.80%	1.87%	3.69%
<b>DISTRICT TOTALS</b>	<b>16,722</b>	<b>12,621</b>	<b>13,354</b>	<b>14,139</b>	<b>14,771</b>	<b>15,420</b>	<b>15,899</b>	<b>16,465</b>	<b>17,005</b>	<b>17,547</b>	<b>18,034</b>	<b>18,507</b>	<b>19,026</b>
District Absolute Change		426	733	785	632	649	478	567	540	542	487	473	519
District Percent Change		3.49%	5.81%	5.88%	4.47%	4.40%	3.10%	3.57%	3.28%	3.19%	2.77%	2.62%	2.81%

Yellow box = over capacity

- Secondary capacity is more flexible than elementary capacity due to the schedule and programing
- Secondary capacity has to take into consideration labs, extracurricular spaces, lunch space and broader student needs



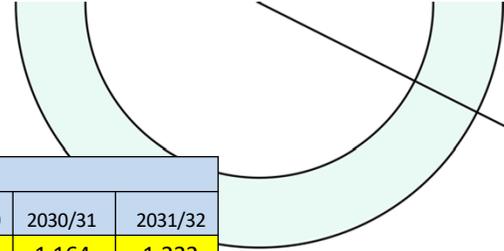
# Ten Year Forecast by Elementary Campus - High Level

Campus	Capacity	ENROLLMENT PROJECTIONS											
		2020/21	Fall 2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
BELTON EARLY CHILDHOOD	628	366	427	473	502	538	556	586	615	627	651	672	692
CHARTER OAK ELEMENTARY	800	475	568	665	744	847	923	995	1,038	1,070	1,107	1,129	1,154
CHISHOLM TRAIL ELEMENTARY	792	818	875	933	1,022	1,098	1,140	1,143	1,198	1,214	1,236	1,264	1,317
HIGH POINT ELEMENTARY	792	597	623	619	612	624	631	628	648	657	677	693	715
JOE PIRTLE ELEMENTARY	792	606	624	625	662	705	770	841	906	954	1,009	1,054	1,099
LAKEWOOD ELEMENTARY	792	658	694	692	699	707	725	750	793	839	889	920	953
LEON HEIGHTS ELEMENTARY	265	245	221	222	237	245	252	259	272	284	291	295	302
MILLER HEIGHTS ELEMENTARY	450	306	283	295	316	334	358	410	453	506	562	620	676
SOUTHWEST ELEMENTARY	440	385	399	389	392	405	405	414	414	416	427	433	441
SPARTA ELEMENTARY	685	638	628	635	652	677	685	696	739	767	788	795	802
TARVER ELEMENTARY	792	666	723	825	939	1,048	1,142	1,217	1,313	1,379	1,420	1,445	1,474
<b>ELEMENTARY TOTALS</b>	<b>7,228</b>	<b>5,760</b>	<b>6,065</b>	<b>6,373</b>	<b>6,777</b>	<b>7,228</b>	<b>7,587</b>	<b>7,939</b>	<b>8,389</b>	<b>8,713</b>	<b>9,057</b>	<b>9,320</b>	<b>9,625</b>
Elementary Absolute Change		51	305	308	404	450	360	352	450	324	344	263	305
Elementary Percent Change		0.89%	5.30%	5.08%	6.34%	6.64%	4.98%	4.64%	5.67%	3.86%	3.95%	2.90%	3.27%

Yellow box = over capacity



# Ten Year Forecast by Secondary Campus – High Level



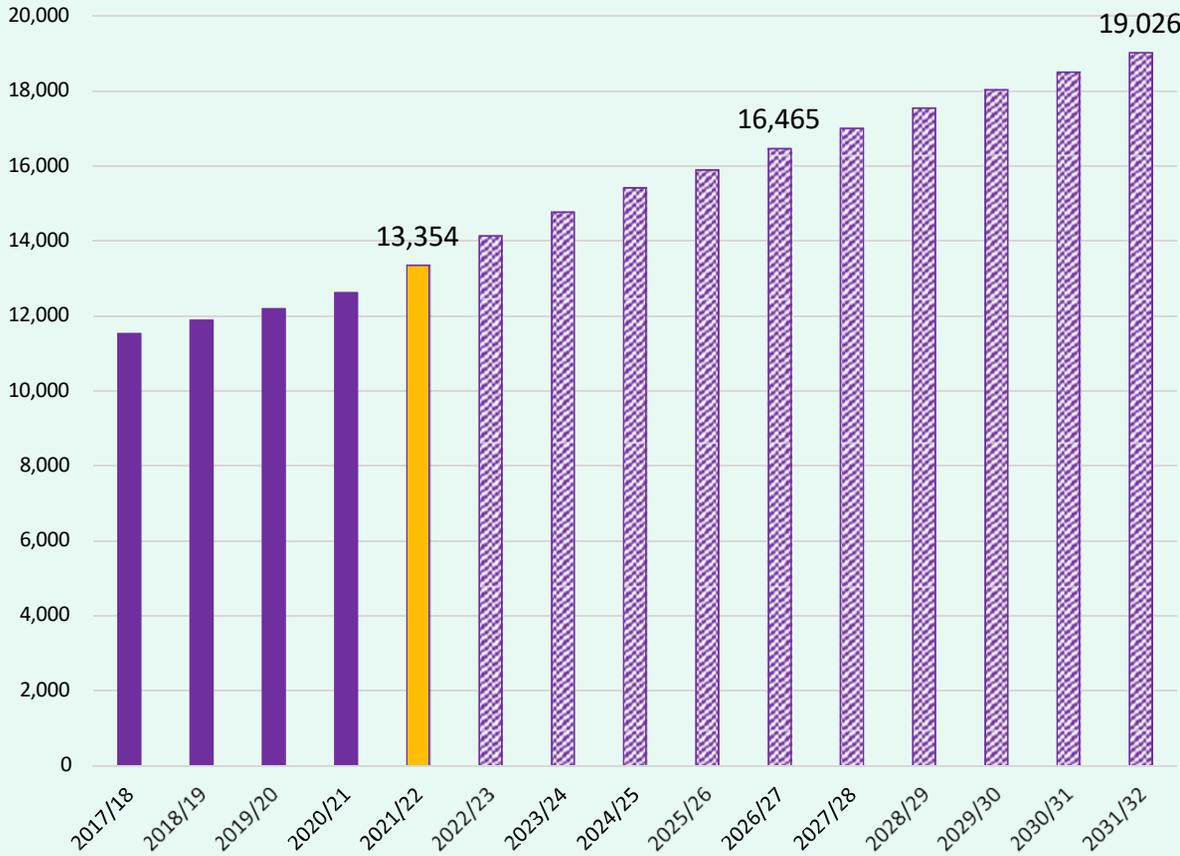
Campus	Capacity	Fall		ENROLLMENT PROJECTIONS									
		2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32
LAKE BELTON MIDDLE SCHOOL	916	746	808	853	861	884	900	908	962	1,027	1,091	1,164	1,222
NORTH BELTON MIDDLE SCHOOL	1,000	922	898	920	975	1,031	1,112	1,201	1,250	1,327	1,342	1,434	1,493
SOUTH BELTON MIDDLE SCHOOL	1,000	625	667	727	768	806	847	941	994	1,017	983	1,021	1,001
BELTON MIDDLE SCHOOL	971	741	723	738	778	810	907	963	999	1,002	1,053	1,120	1,193
<b>MIDDLE SCHOOL TOTALS</b>	<b>3,887</b>	<b>3,034</b>	<b>3,096</b>	<b>3,238</b>	<b>3,382</b>	<b>3,532</b>	<b>3,766</b>	<b>4,013</b>	<b>4,205</b>	<b>4,372</b>	<b>4,469</b>	<b>4,738</b>	<b>4,909</b>
Middle School Absolute Change		120	62	142	144	149	235	247	192	167	97	269	171
Middle School Percent Change		4.12%	2.04%	4.60%	4.45%	4.41%	6.64%	6.56%	4.78%	3.98%	2.21%	6.03%	3.60%
BELTON HIGH SCHOOL	2,607	2,392	2,142	1,883	1,944	2,040	2,091	2,173	2,261	2,437	2,609	2,729	2,862
BELTON NEW TECH HIGH SCHOOL	500	493	449	438	415	437	453	473	492	523	553	574	604
LAKE BELTON HIGH SCHOOL	2,500	942	1,602	2,227	2,431	2,536	2,561	2,655	2,719	2,834	2,995	3,101	3,297
<b>HIGH SCHOOL TOTALS</b>	<b>5,607</b>	<b>3,827</b>	<b>4,193</b>	<b>4,548</b>	<b>4,790</b>	<b>5,013</b>	<b>5,105</b>	<b>5,301</b>	<b>5,472</b>	<b>5,794</b>	<b>6,157</b>	<b>6,404</b>	<b>6,763</b>
High School Absolute Change		264	366	355	242	223	92	195	172	321	363	247	359
High School Percent Change		7.41%	9.56%	8.47%	5.32%	4.65%	1.84%	3.82%	3.24%	5.87%	6.27%	4.02%	5.61%
<b>DISTRICT TOTALS</b>	<b>16,722</b>	<b>12,621</b>	<b>13,354</b>	<b>14,160</b>	<b>14,950</b>	<b>15,772</b>	<b>16,459</b>	<b>17,253</b>	<b>18,066</b>	<b>18,879</b>	<b>19,683</b>	<b>20,463</b>	<b>21,297</b>
District Absolute Change		426	733	806	791	822	686	794	814	813	804	779	835
District Percent Change		3.49%	5.81%	6.03%	5.58%	5.50%	4.35%	4.82%	4.72%	4.50%	4.26%	3.96%	4.08%

Yellow box = over capacity



# Key Takeaways

BISD Enrollment Forecast



- The district experienced continued growth in the housing market due to economic growth in the Belton-Temple MSA
- New home prices have increased by 53% in the last 10 years
- BISD has nearly 2,000 lots available to build on and approx. 6,380 planned future lots
- The district is forecasted to add over 780 students in the fall 2022
- In five years enrollment in Belton ISD could increase by more than 3,100 students
- BISD is projected to enroll more than 19,000 students by fall 2031

Elementary and Secondary  
School Emergency Relief Fund  
(ESSER) Use of Funds Plan  
Update

March 28, 2022  
Board of Trustees Meeting



To review and discuss the District's ESSER III  
Continuity of Services plans.



## WE ARE ONE BISD Response Plan

Translate

User Options

- HOME
- PREVENTION & MITIGATION
- PROTOCOLS
- DASHBOARD
- STAFF
- ESSER III
- DISTRICT SITE**
- 

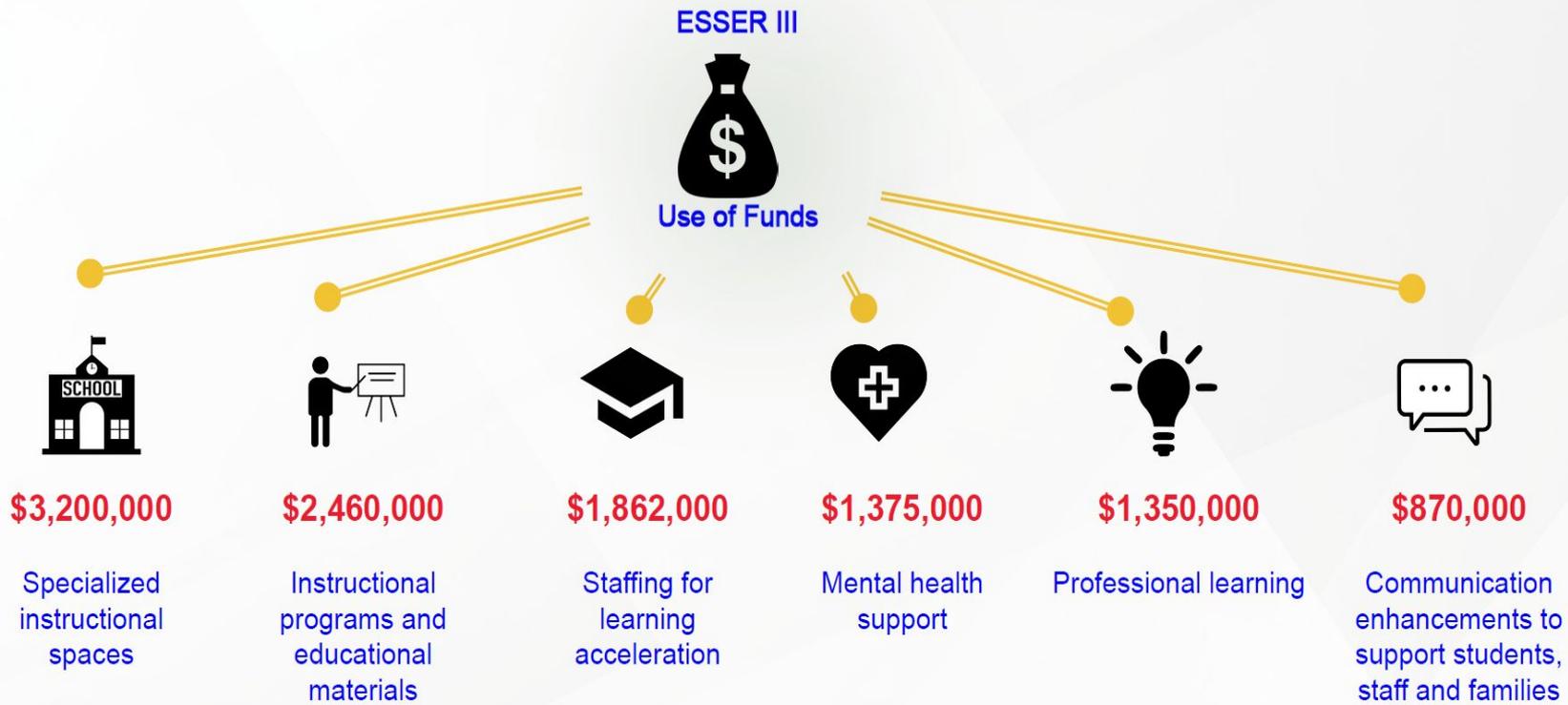


When district leaders gathered to begin planning for the 2020-2021 school year, we knew we were in uncharted territory with a situation where our “knowns” and “unknowns” were changing rapidly. What we learned in spring 2020 was that our plan moving forward needed to allow for quick pivots as external conditions shifted — all without losing focus on our values and commitment to each and every student. Out of a multi-step, design-thinking

### Guidance & Resources

- > Bell County Public Health District
- > Texas Education Agency: Guidance for Schools
- > American Academy of Pediatrics: School
- > Centers for Disease Control & Prevention

# USE OF FUNDS



- The Continuity of Services and Use of Funds plans were developed during the Spring of 2021
- To receive additional comments on the plans a survey was sent to the public in March 2022

- 87.3% satisfied with plan
- Primary concerns:
  - Well supported teachers
  - Learning loss & rigorous instruction
  - Mental health support & services

# QUESTIONS

K= Data informed decisions  
-utilizing resources  
-stakeholders  
-very intentional through

W -how are we streamlining  
-structured time line  
-what tools? -what data is available  
-continued communication around strategic planning?  
-collaboration between departments



# Lake Belton High School Business Incubator

---

Engaging entrepreneurship education,  
it's not business as usual

# Purpose

To provide update on Incubator<sup>edu</sup>,  
a new entrepreneurship program at  
Lake Belton High School

**incubator<sup>edu</sup>**

BY UNCHARTED LEARNING



# Importance of Entrepreneurship

Entrepreneurship refers to the “pursuit of opportunity beyond resources controlled.”

Promotes  
Industrial  
Development  
and Improves  
Existing  
Enterprises



Promotes  
Social  
Change

Accelerates  
Economic  
Growth

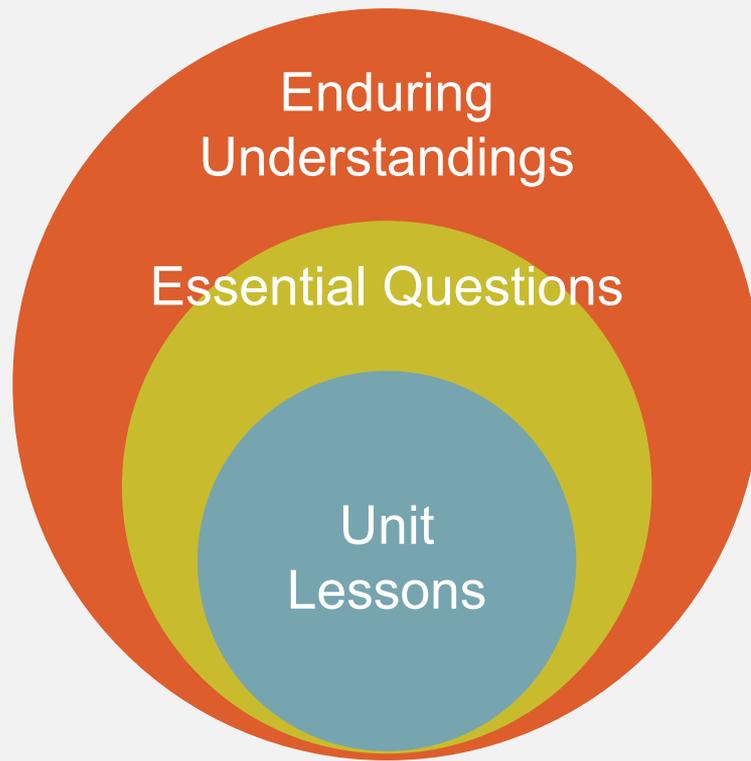


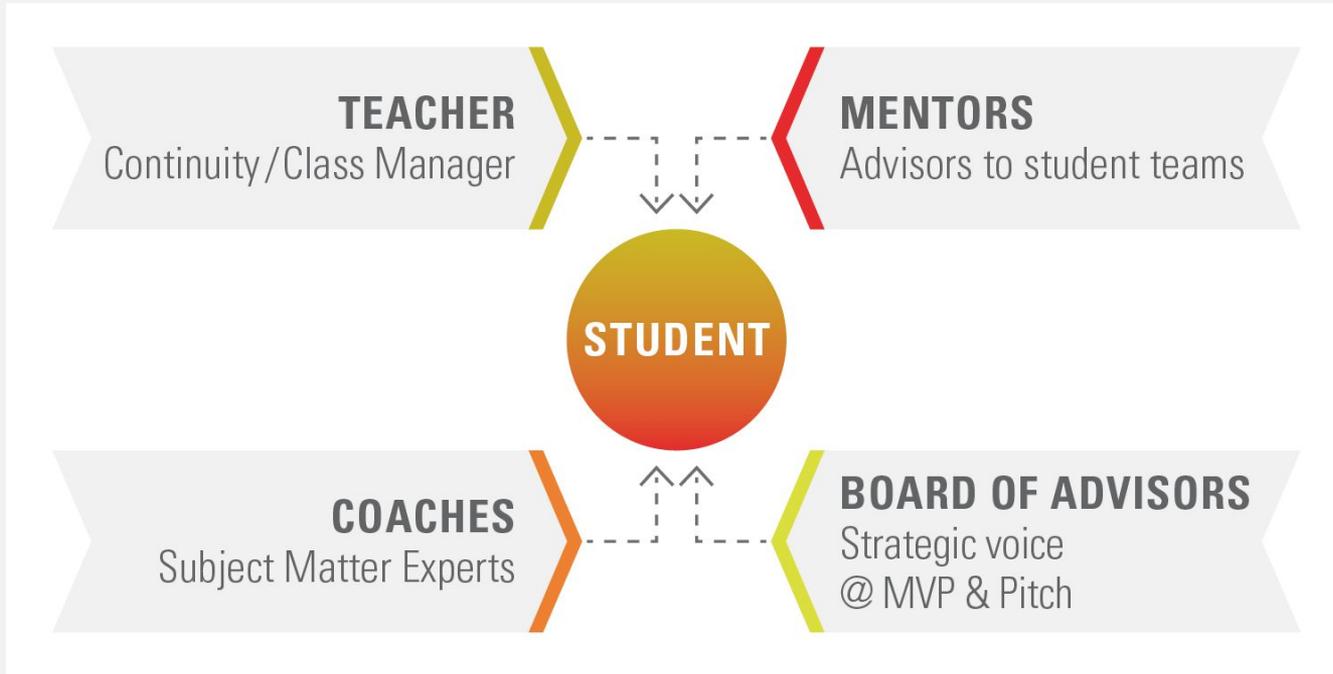
Promotes  
Innovation



*From Uncharted Learning,  
LBHS will receive:*

- Curriculum
- Methodology
- Business Foundations
- Guidance & Support







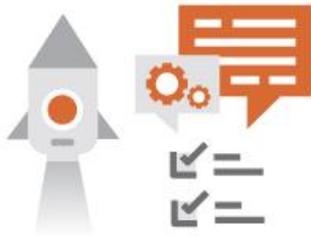
TEAMING



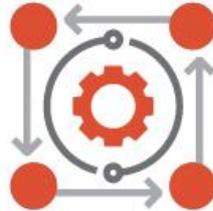
PROBLEM IDENTIFICATION  
AND VALIDATION



BUSINESS MODEL  
CANVAS



DESIGN MVP EXPERIMENT  
AND GET INPUT



TEST MVP  
AND ITERATE

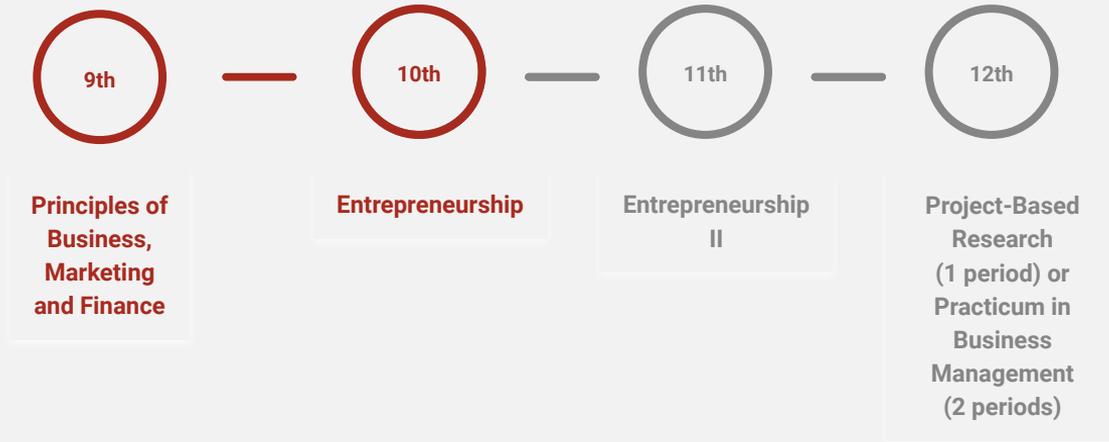


PITCH YOUR STORY  
TO INVESTORS

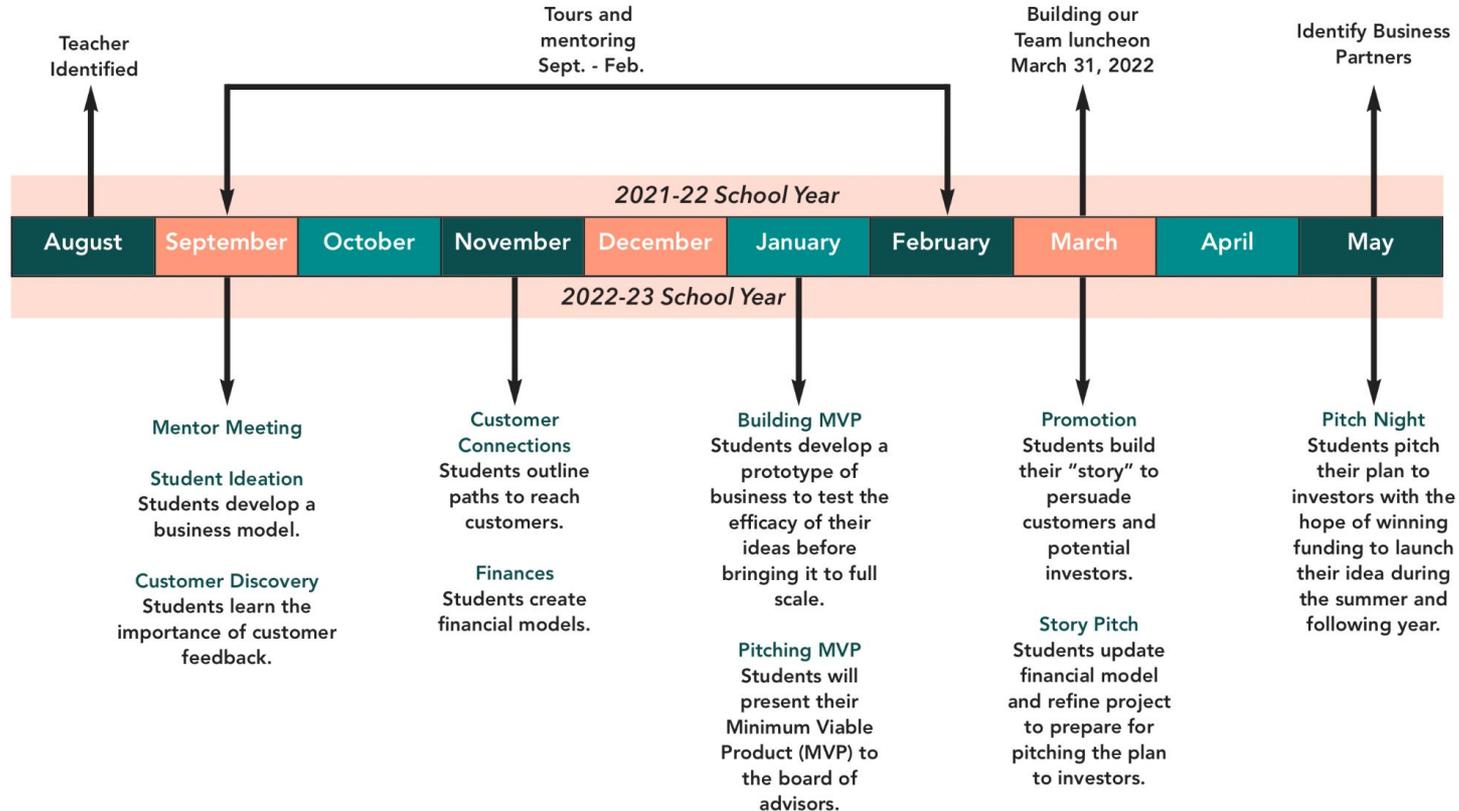
> ITERATE <

# 2022-23

## *Entrepreneurship Program of Study*



# LBHS Incubator Curriculum and Timeline



# Lake Belton High School Business Incubator

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Engaging entrepreneurship education,  
it's not business as usual

# Special Education Update



March 28, 2022

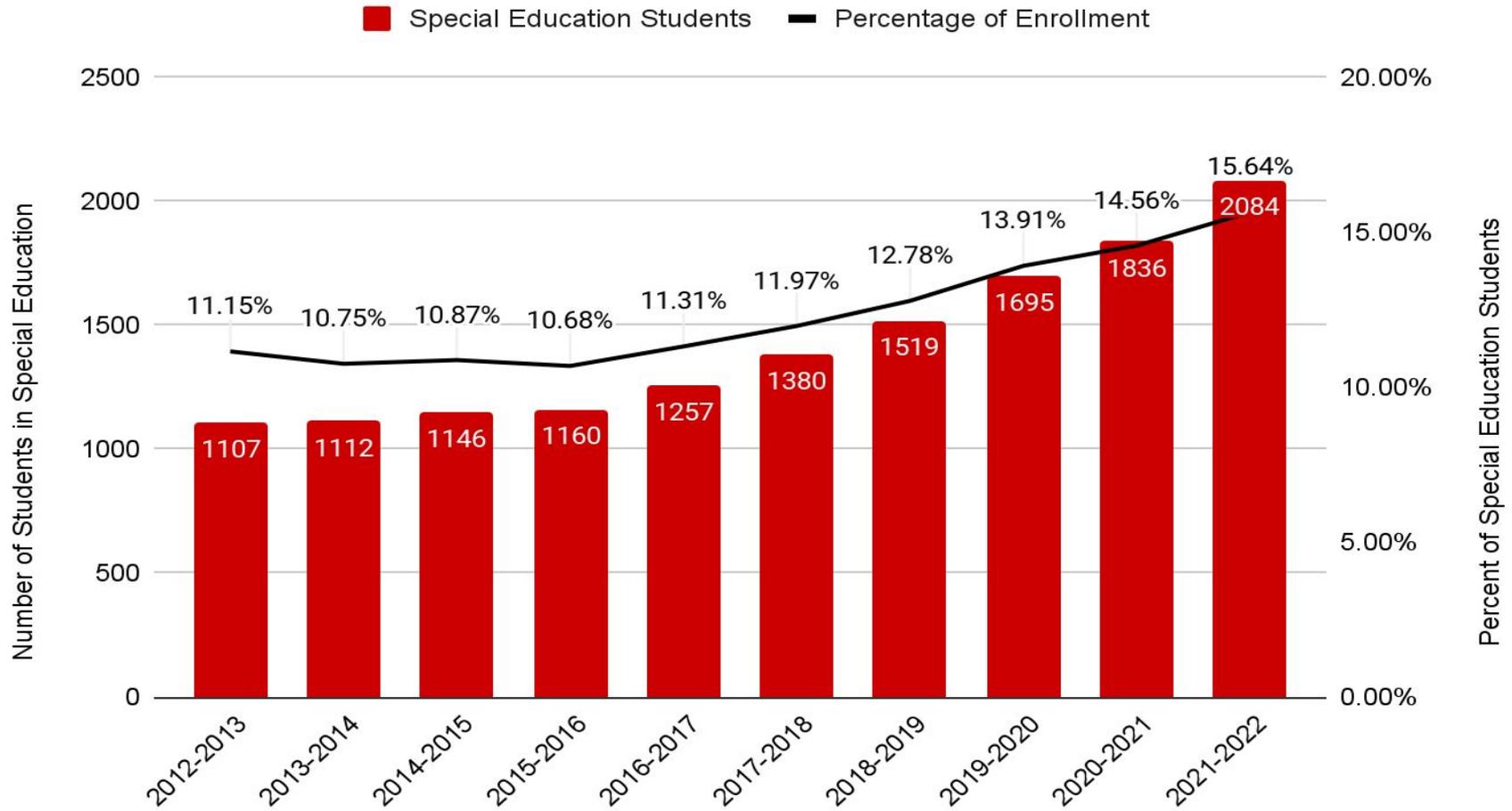
To provide an update on special education programs, including continuum of services, enrollment trends, and future programs.

## Belton ISD Student Population 2021-2022



All Students 13,326

Special Education Students  
2,084



Date Source: On-Data Suite Fall PEIMS Submissions for Each Year



- General Education Setting
- General Education with Inclusion
- Resource
- Functional Academics
- Life Skills
- Element
- AIMS
- Early Childhood Special Education
- Delta Program



- ARD Facilitators
- Licensed Specialist in School Psychology
- Diagnosticians
- Speech Language Pathologist
- Counselors
- Occupational Therapist
- Physical Therapist
- Behavior Support Staff
- Vision Support Teacher
- Adapted PE Teacher
- Transition Specialist
- Homebound Teachers
- Clerical Support
- Spanish Interpreter

# Exceptional Opportunities



- Special Olympics
- Camp Champion
- Penguin Project
- Delta Program
- Pre-Prom
- College and Career Fairs



- **Parent Listening Session**
- **ARD Feedback**
- **Possibilities Fair**



***Inspiring Dreams.  
Empowering Futures.***



# Superintendent's Report

***BISD Board of Trustees' Meeting  
Monday, March 28, 2022***

# Purpose

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

# March Highlights

- Faith-based Community Leaders Lunch
- BEEF Golf & Tennis Tournaments
- TASB Policy Review
- Spring Break
- Bond Presentations (22 in March)



# Career Day at Tarver



# Science Olympics at Chisholm Trail



# Persuasive Letter Presentations at South Belton Middle School



# Parents as Partners Update

# Questions?

*Inspiring Dreams. Empowering Futures.*

**BELTON I.S.D. BOARD OF TRUSTEES  
POLICY COMMITTEE MINUTES  
FEBRUARY 7, 2022**

**Members Present:**

Chair Manuel Alcozer      Janet Leigh      Chris Flor

**Members Absent:** None.

**Staff Present:**

Dr. Matt Smith      Dr. Malinda Golden      Todd Schiller      Dr. Deanna Lovesmith  
Jennifer Bailey      Michael Morgan      Arturo Lomeli      Dr. Cassandra Spearman  
Rachel Starnes

**Also Present:** Holly Wardell, Legal Counsel

**Call to Order:** The meeting was called to order at 4:03 PM.

**Public Comments:**

Brenda Howard, Belton, commented on the objectives included in policy AE(LEGAL), and presented the Committee with a copy of the policy.

**Review and Discuss the Following Items:**

- A. Texas Association of School Board's Initiated Localized Policy Update 118 with Additional District Changes to the Following Policies – 1st Reading**
  - 1. DFE(LOCAL): Termination of Employment – Resignation**
  - 2. FEC(LOCAL): Attendance – Attendance for Credit**

Dr. Smith explained this update is being presented for review along with two local policy changes recommended by staff.

Todd Schiller, Assistant Superintendent for Human Resources, explained DFE(LOCAL) outlines guidelines for accepting resignations. Revisions are being made to include the titles of positions that can accept resignations. These changes are based on a recent commissioner of education proposal for a decision stating that the Superintendent may not delegate the ability to accept resignations and Board action is needed to provide the authority of accepting resignations to other positions.

Mr. Flor stated that the clause “or other person designated by Board action” seems redundant. Mr. Schiller indicated it provides the opportunity to include the addition of someone else, and Ms. Wardell, Legal Counsel, explained a resolution could accomplish this without making a change to local policy.

Mike Morgan, Assistant Superintendent for Operations, explained that new language was added to FEC(LOCAL) to provide for the attendance committee's consideration of absences which lessens the burden for excused and extracurricular absences. Proposed changes also broaden conditions on what can be constituted an excused absence and not count against a student for truancy. The changes give attendance committees some discretion by creating an exception when attendance drops below 90% in times of significant or life threatening illness. If adopted, they will

make sure attendance clerks, campus administrators, truancy officers, etc., are made aware in order to ensure compliance.

Mr. Alcozer asked about the connection of FEC(LOCAL) to the District of Innovation (DOI) Plan, and Dr. Deanna Lovesmith, Assistant Superintendent of Teaching & Learning, explained that because the District is planning to offer hybrid courses that meet in-person and virtually, the policy needs to be amended to address them.

Dr. Smith stated this is the 1st reading of Policy Update 118 and these two local policies, which will be presented at the February 21 meeting for a 2nd reading.

Mr. Alcozer asked when the TASB policy review will be conducted, and Dr. Malinda Golden, Deputy Superintendent, indicated the review is set for Tuesday, March 8 with the TASB policy consultant. Surveys have been submitted and administrators will participate in a deep dive on March 8 and 9, and they will present any revisions needed thereafter.

**Issues/Concerns for Future Agenda or Administrative Reports:**

Mr. Flor stated he thinks there are some interesting uses of social media these days and he would like to understand more about it – the concept of social media standards of conduct from both an employment and student standpoint, and to understand where the line is drawn between school board action vs. action by a school. Dr. Smith stated he thinks the discussion can begin with the Policy Committee who can then decide if the topic should move on to a full Board workshop. He stated he could work with legal counsel and incorporate discussion with the policy review process.

**Adjournment:** There being no further business, the meeting adjourned at 4:24 PM.

**Next Meeting:** Board Policy Review Session, Tuesday, March 8, 2022, 5:00 PM

**BELTON INDEPENDENT SCHOOL DISTRICT  
BOARD WORKSHOP MINUTES  
February 7, 2022; 5:00 p.m. – Big Red Room**

**BOARD MEMBERS PRESENT:**

Jeff Norwood (arrived at 5:24 pm)  
Ty Taggart  
Manuel Alcozer  
Suzanne M. McDonald  
Janet Leigh  
Chris Flor  
Erin Bass

**BOARD MEMBERS ABSENT:**

**CALL TO ORDER**

Ty Taggart, Board Vice President, called the workshop meeting of the Belton Independent School District Board of Trustees to order at 5:00 p.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:**

The following spoke about the potential bond projects:

- Philip Krawczynski, Belton
- Janet Brown, Belton

**BOARD WORKSHOP REGARDING POTENTIAL BOND PROJECTS**

Dr. Smith introduced the item.

Dr. Malinda Golden, Deputy Superintendent gave an overview of the Bond Exploration Committee (BEC) process. Ms. Leigh asked about the makeup of the BEC, and Dr. Golden indicated Board members submitted names, as did each campus, and a volunteer form was posted on the District's website. She went on to summarize the number of meetings and general results of those meetings.

(Board President Jeff Norwood arrived at 5:24 pm)

Matt Gamble, Baseline, participated via video conference, and reviewed highlights of the community polling process and touched on the results. Ms. Bass asked how many participated in the survey, and Mr. Gamble indicated there were 300 participants.

Financial Advisor Jennifer Ritter from Specialized Public Finance, reviewed debt issuance and bond capacity, and fielded questions from the Board.

Mike Morgan, Assistant Superintendent for Operations, talked about land and construction costs and factors that impact those costs, then reviewed proposed projects, including CTE and the purchase of buses. (Subject experts present who offered comments as needed, included Realtor Jim Boles, Mike Boyle from Huckabee Architects, Jarrod Sterzinger with O'Connell Robertson

**Belton ISD Board Workshop Meeting  
February 7, 2022 – Page 2**

Architects, and Suzanne Marchman, Huckabee Architects.)

Dr. Golden reviewed proposed technology projects and the Delta Program Facility project, a special education facility to support students 18-22 years old and promote independent living.

Lastly, Mr. Morgan talked about proposed safety projects.  
The Board took two short breaks during the workshop (6:31-6:40 and 8:31-8:37).

Dr. Smith presented his recommendation for a bond package with proposed projects totaling \$168,264,714, and submitted the following questions to the Board:

- Does Belton ISD need to call for a bond?
- If yes, should the election be held on May 7, 2022?
- What is the Board’s final bond package recommendation based on the information provided and the their knowledge of the community?

Following discussion, the Board consensus was to move forward with a bond in the range of \$174,000,000. Any bond savings realized could go toward additional projects discussed and the purchase of land for future needs.

**ADJOURN:** There being no further business, the meeting was adjourned at 9:31 p.m.

---

Jeff Norwood, President

---

Manuel Alcozer, Secretary

**BELTON INDEPENDENT SCHOOL DISTRICT  
SPECIAL BOARD MEETING MINUTES  
February 15, 2022 – 5:00 p.m.  
Pittenger Fine Arts Center**

**BOARD MEMBERS PRESENT**

Jeff Norwood  
Ty Taggart  
Manuel Alcozer  
Suzanne M. McDonald (via video conference)  
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 5:00 p.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. He noted that Ms. McDonald was participating by video conference.

**PUBLIC COMMENTS**

The following spoke regarding the bond election:

- Brenda Howard, Belton
- Janet Brown, Morgan's Point Resort
- Jeff Howard, Belton
- Amanda Kelley, Temple
- Brandon Hall, Belton

**CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION TO SET TRUSTEE ELECTION IN AREA 1, AREA 3 AND AREA 5 FOR SATURDAY, MAY 7, 2022, AND APPROVE THE ORDER OF ELECTION**

**(CONSIDERAR, DISCUTIR Y TOMAR LAS MEDIDAS APROPIADAS PARA ESTABLECER ELECCIÓN DE SÍNDICOS PARA ÁREA 1, ÁREA 3 Y ÁREA 5 PARA EL SÁBADO, 7 DE MAYO, DEL 2022, Y APROBAR LA ORDEN DE ELECCIÓN)**

Mr. Norwood stated in accordance with Election Code 3.005 and Board Policy BBB(LOCAL), the Board must approve an Order of Election and set the election date by February 18, 2022, the 78th day before Election Day. Trustee positions for Areas 1, 3 and 5 expire this year. Current trustees are Jeff Norwood (Area 1), Suzanne M. McDonald (Area 3) and Manuel Alcozer (Area 5). The filing period for the May 7, 2022 election runs through 5:00 pm on February 18, 2022 by 5:00 pm, and early voting will be conducted weekdays from April 25 through May 3, 2022.

Janet Leigh made a motion, seconded by Ty Taggart, to set the Trustee election in Area 1, Area 3 and Area 5 for Saturday, May 7, 2022, and to approve the Order of Election as presented. The motion carried unanimously (7-0).

**CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION REGARDING AN ORDER BY THE BOARD OF TRUSTEES OF BELTON INDEPENDENT SCHOOL DISTRICT CALLING A BOND ELECTION TO BE HELD WITHIN THE DISTRICT; MAKING PROVISIONS FOR THE CONDUCT AND THE GIVING OF NOTICE OF THE ELECTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO**

**CONSIDERAR, DISCUTIR Y TOMAR LAS MEDIDAS APROPIADAS CON RESPECTO A UNA ORDEN DE LA JUNTA DE SÍNDICOS DEL DISTRITO ESCOLAR INDEPENDIENTE DE BELTON QUE CONVOCA UNA ELECCIÓN DE BONOS PARA CELEBRARSE EN EL DISTRITO; DISPONE LA CELEBRACIÓN Y LA NOTIFICACIÓN DE LA ELECCIÓN; Y CONTIENE OTRAS DISPOSICIONES RELACIONADAS CON ESTO**

Dr. Smith introduced Dr. Malinda Golden, Deputy Superintendent, who recapped information previously presented to the Board at other meetings. She presented the list of items identified in the bond proposal:

PROPOSITION A	COST ESTIMATES
Elementary #12	\$40,064,028
Elementary #13	\$43,567,482
Delta Program Facility	\$2,500,000
Southwest Elementary Addition	\$13,300,000
MEP, Roofing and Interior Finishes	\$8,942,812
Campus Safety + Security Upgrades	\$6,041,040
BHS & NTH@W CTE Addition & Band Hall/Fine Arts	\$23,596,520
BHS Interior Finishes Renovation	\$6,927,894
Land Acquisition	\$7,000,897
LBMS Fine Arts Facility Expansion	\$8,582,703
Technology Infrastructure	\$676,624
New Buses	\$5,625,000
BISD Agriculture Facility	\$2,000,000
<b>TOTAL</b>	<b>\$168,825,000</b>
PROPOSITION B	COST ESTIMATES
Technology Devices + Equipment	\$5,000,000
<b>TOTAL</b>	<b>\$5,000,000</b>

Draft language of the propositions was also presented:

**Proposition A - \$168,825,000:** The issuance of bonds for the construction, acquisition, renovation and equipment of school buildings in the District, for the purchase of the necessary sites therefore, and for the purchase of new school buses.

**Proposition B - \$5,000,000:** The issuance of bonds for the acquisition or update of District technology equipment, including acquisition of computing devices for students, teachers and staff.

Dr. Golden reviewed BISD’s historical tax rates and explained that based on current conditions, there will be no change to the interest and sinking (I&S) tax rate with the passage of this bond.

## **BISD Special Board Meeting Minutes February 15, 2022 – Page 3**

Dr. Smith recognized financial advisor Jennifer Ritter, Specialized Public Finance, and bond counsel Glenn Opel, Bracewell LLP, who were present to address any questions.

He went on to say that the Bond Exploration Committee (BEC) participated in over 20 hours of meetings led by staff where they laid out information and conducted facility tours in order for the group to develop a recommendation to the Superintendent. Dr. Smith stated BISD has the bond capacity according to its financial advisors and reiterated there will be no change in the I&S tax rate if approved. He believes this final proposal includes needs that will serve students and position the District well in the future.

General Board comments follow:

- Ms. Leigh noted that the Board spent four hours in a workshop digging deep into this proposal, and this isn't even half of the list, but it's what's really needed now. She thinks it's important that they move forward.
- Mr. Alcozer stated according to the District's financial advisor, the assumptions used were quite conservative and they will continue to look for opportunities to pay bonds down early.
- Mr. Taggart stated this work began when attendance boundary lines were redrawn several years ago, and he feels very comfortable with the process, to include the facilities assessment followed by the work of the BEC. They have put together a good list that will address growth and make improvements to facilities that need updating.
- Ms. Bass also felt good about the process and the consistency in the message and the data (i.e. demographer report, facilities assessment), which have helped her understand why. She is hopeful that community members will see the same consistent message as they become informed, and encouraged people to just ask if they need additional information.
- Mr. Flor stated he thinks this list is the bare bones minimum of what is needed to get BISD where it needs to go. The District can't get into a situation where the facilities aren't built due to growth. He saw several things on facility tours that need addressing, and this proposal includes maintenance-related items that are needed in order to deliver the education that is expected. Including buses and technology purchases in a bond also allows the District to apply other funds to classrooms and teachers. He stated he doesn't know what the District will do if it doesn't call the bond election.
- Ms. McDonald commented that whether citizens vote for or against, the quality of education will continue at the same level, but if the bond passes, there will be bonus items for students and staff.
- Mr. Taggart stated based on the demographer's report, people are making the decision to move this way, so growth will happen whether BISD builds schools or not – the community will decide the quality. Land is getting very hard to come by, but it's apparent the growth is coming.
- Mr. Flor recognized the District's responsibility it has taken in managing past bonds where funds were returned or refunded, in addition to other actions such as using a construction auditor which resulted in additional savings on projects.

**BISD Special Board Meeting Minutes**  
**February 15, 2022 – Page 4**

In closing, Mr. Norwood stated this package includes a list of needs even though committee members had more wants. He thanked BEC members for all of their time and stated he believes great communities have great schools.

There were no other comments, therefore Ty Taggart made a motion, seconded by Chris Flor to approve and adopt the Order calling a bond election in the form presented with two propositions in the principal amount of \$168,825,000 (Proposition A) and \$5,000,000 (Proposition B) to be held on May 7, 2022. The motion carried unanimously (7-0).

**ADJOURN**

There being no further business, the meeting was adjourned at 5:43 p.m.

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Jeff Norwood, President

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Manuel Alcozer, Secretary

**BELTON INDEPENDENT SCHOOL DISTRICT  
BOARD WORKSHOP MINUTES  
February 21, 2022; 5:00 p.m. – Big Red Room**

**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 workshop meeting of the Belton Independent School District Board of Trustees to order at 5:00 p.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:**

The following spoke about Goal #1:

- Janet Brown, Morgan's Point Resort
- Brenda Howard, Belton
- Amanda Kelley, Temple

**BOARD WORKSHOP**

A. Update on Goal #1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD Vision

Dr. Smith introduced this item to discuss next steps in the District's effort to expand two-way communication and stakeholder engagement. He reviewed two-way vs. one-way communication information presented in December 2021, and the initial efforts discussed at that time, to include Journey of a Graduate and the Bond Exploration Committee. Conversation focused on parent partnerships as staff shared information about the following current initiatives:

- Parent Newsletter – BISD eNews initiated
- Parent Partnership Expansion in Curriculum (Dr. Deanna Lovesmith, Assistant Superintendent for Teaching & Learning)
  - Website
  - Library book notification
  - Library book review process
    - Examining policy – ensuring parental involvement in committee composition
    - Adding an exhibit outlining the committee process
  - Curriculum resources adoption advising process
- Exploring Other Parent Partnership Opportunities (Mike Morgan, Assistant Superintendent for Operations)

**Belton ISD Board Workshop Meeting  
February 21, 2022 – Page 2**

- Adding parent input opportunities as behavior expectations are examined
- Exploring volunteer programs such as Watch Dogs in every school

Dr. Smith stated that two-way communication is essentially dialogue that creates partnerships for moving forward, and they will continue to explore opportunities that build great partnerships in Belton ISD.

Legal Counsel Holly Wardell responded to questions and comments regarding the book review and selection process.

It was suggested that the Policy Committee study EF(LOCAL) related to the selection process and accounting of instructional materials, which will be useful as the District continues to enhance its partnerships with parents. Dr. Smith thanked the Board for their feedback and expressed appreciation to the administrative team for working through these topics.

**ADJOURN:** There being no further business, the meeting was adjourned at 6:03 p.m.

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Jeff Norwood, President

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Manuel Alcozer, Secretary

**BELTON INDEPENDENT SCHOOL DISTRICT  
BOARD MEETING MINUTES  
Regular Meeting, February 21, 2022 – 6:15 p.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, MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

Jeff Norwood, Board President, called the regular meeting of the Belton Independent School District Board of Trustees to order at 6:15 p.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.

**RECOGNITIONS**

**A. Student Showcase – Belton High School (BHS) Madrigal**

Karen Rudolph, Communications Specialist, recognized students from Belton High School's Madrigal Show Choir who performed their submission for the International Championship of High School A Cappella tournament. The competition set consisted of three songs — "Red Desert," "Water," and "If You Feel the Way I Do" — all arranged by Belton High School (BHS) graduate Ben Holcomb. Choreography was created by the students in the ensemble. The group will find out if they advance in the competition in a couple of weeks. Ensemble members included: Juniors Amy Villanueva and Maverick Shepherd; and seniors Jordan Pilgrim, Megan Sloane, Sarah Millington, Joshua Martinez, Jason Blattner, Nicholas Wagner, Daniel Holcomb, William Hayes, Samuel McCollough, Jackson Reasoner, Corban Hammonds, Mackenzie Bramlett, Grace Taggart, Annalysse Miller, Sarah McGraw and Ashland Reyes.

**B. National Football Foundation National High School Academic Excellence Award – Lake Belton High School**

Chris Flor presented certificates to members of the Lake Belton High School (LBHS) football team which was named a finalist for the National Football Foundation National High School Academic Excellence Award by the Texas High School Coaches Association. This honor is given to high school teams that maintain a 3.0 grade point average or above throughout the regular football season. The award is the first nationwide recognition honoring individual high school football teams for excellence in the classroom.

**C. Texas Music Educators Association All-State Band Students**

Suzanne M. McDonald presented a certificate to Senior Ethan Rasmussen from BHS and junior Sam Fothergill and sophomore Jacob Wiley from Belton New Tech @Waskow (BNT@W) who were selected for the TMEA 6A All-State Band.

**D. Texas Music Educators Association All-State Choir Students**

Ms. McDonald presented certificates to BHS seniors Sarah Millington, Jordan Pilgrim, Daniel Holcomb, Jackson Reasoner and Ashland Reyes who earned a spot in the TMEA All-State Choir. All five musicians sing with BHS' A Cappella Choir and Madrigal Show Choir. A certificate was also presented to LBHS sophomore Erin Hankins who made history by becoming her school's first-ever student to receive state choir recognition with her placement in the Small School Choir All-State Mixed Choir.

**E. Texas Dance Educators Association All-State Dance Students**

Ms. McDonald presented certificates to Senior Maggie Hodnick from BHS and junior Kaylee Rivera from LBHS who were recently named All-State dancers by the Texas Dance Educators Association.

**F. Health Occupations Students of America (HOSA) State Qualifiers**

Janet Leigh presented certificates to future HOSA students who competed in area events last month with 10 advancing to state competitions in April. Students qualifying from BHS were all seniors: Esohe Agbonghae, Emma Andrews and Diana Orona in public service announcement; Jennie Bonnet and Raymundo Martinez in emergency medical technician; Sarah Bowden in biomedical laboratory science; and Enedina Granados in veterinary science. Advancing from LBHS: junior Kyle Trehern in cultural diversities and disparities; sophomore Shrey Gupta in medical spelling; and freshman Olivia Gallant in personal care.

**G. Temple Rotary Educator of the Month**

Manuel Alcozer presented a certificate to Kim Drago who was chosen for this honor. Kim serves as an English teacher at North Belton Middle School. She is in her 24th year in education, all in Belton ISD.

**H. Belton Rotary Educator of the Quarter**

Jeff Norwood presented a certificate to Ashley Vernon who was chosen for this honor. Ashley serves as an early childhood special education teacher at Belton Early Childhood School. She is in her 6th year in education, all in Belton ISD.

**I. Texas Association of School Business Officials Award of Excellence in Financial Management**

Ty Taggart presented a certificate to members of the District's finance team for being among the second group of educational institutions recognized by the Texas Association of School Business Officials (TASBO) with this prestigious award which highlights BISD's commitment to financial stewardship and fiscal responsibility. Established in 2020, the award is given to Texas school districts, open-enrollment charter schools, and education service centers that demonstrate professional standards, best practices, and innovations in the area of financial management and reporting. The criteria to qualify for the award is stringent and applicants must submit documents across 11 key areas reviewed by a TASBO accounting subcommittee. The team will be honored at an awards reception on March 2 during the 2022 TASBO annual conference.

**PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA**

Amanda Kelley, Temple, commented about “Each and Every”, one of the District’s Values and Beliefs.

**VALUES AND BELIEFS – EACH AND EVERY**

Dr. Smith indicated he wants to revisit the Values and Beliefs adopted in April 2021. He read aloud the statement and asked Board members to share how they see this belief statement happening in BISD:

- **Each and Every:** We believe each and every student deserves exceptional experiences according to their unique needs and passions.

**PUBLIC HEARINGS**

**A. Public Hearing Regarding the 2020-2021 Texas Academic Performance Report (TAPR)**

This public hearing got underway at 6:46 p.m. As required by the Texas Education Code, Dr. Deanna Lovesmith, Assistant Superintendent for Teaching & Learning, presented the annual report which contained data from the 2020-2021 school year. The report includes the Texas Academic Performance Report (TAPR), district accreditation status, campus performance objectives, information on violent or criminal incidents, and information on the performance of the previous year’s graduates in their first year of college as reported by the Texas Higher Education Coordinating Board (THECB) as well as the PEIMS Financial Standards Reports. Dr. Lovesmith indicated that Belton ISD was not rated last year as the disaster declaration from 2020 remained in effect. No designations were awarded and *needs assistance* was designated for special education compliance status. She indicated all of these reports can be found on BISD’s Accountability page on the website.

Mr. Flor requested assistance in trying to understand some pieces of the report. He requested she let them know if there is anything at the Board level impeding progress.

Dr. Smith reiterated that there was not an accreditation status assigned by TEA to any school district for the 2020-2021 school year, and Dr. Lovesmith confirmed that was correct. There were no questions or comments from the public. Mr. Norwood thanked Dr. Lovesmith for the report, and the public hearing concluded at 7:02 p.m.

**B. Public Hearing Regarding Acceleration Instruction Report**

This public hearing got underway at 7:02 p.m. Dr. Lovesmith indicated Texas Education Code 29.081 requires each district to evaluate the effectiveness of accelerated instruction programs for students who have not performed satisfactorily on the state end-of-course assessment and to hold a public hearing to consider the results. Dr. Lovesmith introduced Holly Moore, Director of Interventions & Accountability, who went on to present the acceleration/intervention report.

Ms. McDonald praised Ms. Moore for her excellent presentation, and Dr. Lovesmith echoed the words of praise.

Ms. Bass asked who makes up the Individual Graduation Committee (IGC), and Ms. Moore replied the principal or a designee, the end-of-course exam teacher, the student and a parent (if not 18),

**Belton ISD Board Meeting Minutes  
February 21, 2022 – Page 4**

and a counselor.

Mr. Flor requested the Board be provided the actual number of students passing, showing growth and participating in interventions (page 20), and Ms. Moore indicated she would provide.

Mr. Norwood thanked the ladies for trying something different and asked about the 90% pass rate in biology. Ms. Moore stated there are different pass rates with each exam, but it could depend on the curriculum and what's being tested.

There were no questions or comments from the public. Mr. Norwood thanked Dr. Lovesmith and Ms. Moore for the report, and concluded the public hearing at 7:18 p.m.

**ACTION ITEMS**

**A. Consider, Discuss, and Take Appropriate Action Regarding the Employment of Administrative Employees**

Todd Schiller, Assistant Superintendent of Human Resources, presented the following recommendation: Joe Underwood to serve as Assistant Principal at High Point Elementary School (replacing Jennifer Hollingsworth).

Suzanne M. McDonald made a motion, seconded by Erin Bass, to accept the Superintendent's recommendation regarding the selection of District personnel, and the addition of new personnel as presented. The motion carried by a vote of 7-0.

**B. Consider, Discuss, and Take Appropriate Action Regarding Adoption of the District of Innovation Plan**

Dr. Lovesmith explained that the Board adopted a resolution initiating the process of becoming a District of Innovation (DOI) in September 2016. A final plan was approved for a five-year period on February 27, 2017, and must be renewed if the District plans to continue beyond that period. The plan will allow the district flexibility in setting the school calendar and minimum attendance requirements as well as exploring innovative ways to find highly qualified individuals for hard-to-fill positions.

Dr. Lovesmith stated that the Districtwide Education Improvement Council (DWEIC) heard a report on the effectiveness of the current and proposed plan for renewal on October 26, 2021. She reviewed the items that the plan addresses which include teacher certification, minimum attendance requirements, first day of instruction, and transfer exemptions.

Dr. Lovesmith indicated BISD has complied with the following renewal requirements:

- Posted the final plan on the website for at least 30 days (on December 17, 2021);
- Notified the Commissioner of the intent of the Board of Trustees to take action on the DOI plan; and
- Held a public DWEIC meeting (on February 17) with approval of the proposed plan.

Mr. Alcozer asked about blended learning, and Dr. Lovesmith gave an overview of the blended learning courses that got underway in the 2017-2018 school year.

**Belton ISD Board Meeting Minutes  
February 21, 2022 – Page 5**

Ty Taggart made a motion, seconded by Janet Leigh, to approve the renewal of the District of Innovation Plan as presented. The motion carried unanimously (7-0).

**C. Consider, Discuss, and Take Appropriate Action Regarding Budget Assumptions for Fiscal Year 2022-2023**

Dr. Smith introduced the new Chief Financial Officer, Melissa Lafferty, on her first day with Belton ISD. Dr. Malinda Golden, Deputy Superintendent, then went on to explain that the annual budget is based on several assumptions that serve as the basis for estimating revenue and expenses ultimately used to develop the budget. She presented the proposed assumptions that will be used for development of the fiscal year 2022-2023 budget and recommended approval.

PROPOSED ASSUMPTIONS - 2022-2023		
Category	Data Element	Preliminary Assumption
Student Enrollment	Demographer's growth projection	14,160
Average Daily Attendance	Based on student enrollment at October snapshot*	93%
Staff Pay Increase	Pay increase	2%
Other compensation increases	New positions due to growth (based on staffing guidelines)	\$6,000,000
	Market adjustments	\$150,000
Campus Allocations	Per student allocation guidelines	\$1,800,000
Capital Projects	Facilities improvements	1%
New Programs	Start up costs for new programs	\$100,000
Campus Improvement	Set aside for campus instructional improvement	\$100,000
Employee Benefits	Contribution towards insurance premiums	\$400 per month

Ms. Bass asked what happens to remaining campus improvement funds, and Dr. Golden indicated they would go into general fund balance with other remaining funds that were not previously allocated.

Manuel Alcozer made a motion, seconded by Chris Flor, to approve the initial budget assumptions for fiscal year 2022-2023 as presented. The motion carried unanimously (7-0).

**REPORTS**

**A. Policy Committee Report**

Chair Manuel Alcozer gave a report on the Policy Committee Meeting held on February 7, 2022, that included the following topics:

- Review and Discuss the Following Items:
  1. Texas Association of School Board's Initiated Localized Policy Update 118 with Additional District Changes to the Following Policies – 1st Reading
    - a) DFE(LOCAL): Termination of Employment – Resignation
    - b) FEC(LOCAL): Attendance – Attendance for Credit

**B. Superintendent's Report**

Dr. Smith touched on highlights for February to include World Read Aloud Day, the Bell County Youth Fair, the District's first-ever Recharge Conference and World Stampede Day at LBHS, LBMS and NBMS. He also noted that he's been hosting principal check-ins, and updated trustees on the ramifications of the winter weather on February 4. Current student enrollment is 13,400.

**CONSENT AGENDA – CONSIDER AND TAKE APPROPRIATE ACTION**

Dr. Smith requested that Item 8G, the contract with Huckabee for architectural design, be pulled for future discussion.

**A. Minutes of Previous Meetings:**

1. January 3, 2022 Policy Committee Meeting – Approve
2. January 10, 2022 Special Meeting – Approve
3. January 19, 2022 Facilities Committee Meeting – Approve
4. January 24, 2022 Workshop Meeting – Approve
5. January 24, 2022 Regular Meeting – Approve

**B. Unaudited Financial Report for the Month Ending January 31, 2022 – Approve report**

**C. Gifts, Grants and Bequests – List provided for information only; no action required**

**D. Budget Amendment #4 for 2021-2022 – Approve**

**E. Expenditures over \$50,000**

1. Power Lift – Approve expenditure up to \$95,000 for weight room equipment for Belton New Tech @Waskow using funds currently budgeted in the general fund.

**F. Supply, Equipment, and Service Bids**

1. RFP #2111-450-272 for Books – All Types (Supplemental I) – Approve vendor list with a contract effective February 28, 2022, with automatic renewal for two (2) years, one (1) year at a time.
2. RFP #2111-RFP #2111-600-273 for Fine Arts Contracted Services – Approve vendor list with a contract effective through March 1, 2022 through February 28, 2023, with automatic renewal for three (3) additional years, one (1) renewal year at a time.
3. RFP #2111-575-269 RFP #2111-775-272 for Transportation Parts, Supplies, Equipment and Services – Approve vendor list with a contract effective through February 28, 2023, with four (4) automatic renewal options.
4. RFQ #2112-600-276RFP #2111-472-270 for Maintenance, Repair and Operations Services, Equipment and Supplies (Supplemental II) – Approve vendor list with contract effective through March 31, 2023, with one (1) automatic renewal.
5. RFP #2201-600-277 for Survey Services – Approve Gibson Consulting Services and Gallup, Inc., to provide survey services for one (1) year with the option to renew up to three (3) additional years in one (1) year increments unless either party provides a 30-day notice not to renew.

**G. Contract with Huckabee for Architectural Design of Elementary #13 – Pulled from consent agenda for future discussion**

**H. Texas Association of School Board's Initiated Localized Policy Update 118 with Additional District Changes to the Following Policies – 2nd Reading – Approve**

1. DFE(LOCAL): Termination of Employment – Resignation
2. FEC(LOCAL): Attendance – Attendance for Credit

**I. Resolution Concerning Payments to District Employees During Emergency Closure Due to Inclement Weather and Reduction in Educator Required Days of Service – Approve**

Ty Taggart made a motion, seconded by Erin Bass, to approve the consent agenda items, with the removal of the contract with Huckabee. The motion carried by a vote of 7-0.

**BOARD REQUESTS FOR NEW INFORMATION AND/OR REPORTS**

Mr. Flor asked if campuses would be able to report on campus improvement fund projects, and Dr. Smith indicated he would plan to present that information at the end of the school year.

**CALENDAR OF EVENTS**

Mr. Norwood reminded the Board of upcoming events. Ms. McDonald added a reminder about the upcoming TASB Grassroots Meeting on February 24.

**PUBLIC COMMENTS REGARDING NON-AGENDA ITEMS**

There were none.

The Board convened in closed session at 7:49 p.m. for the following:

**CLOSED SESSION (TEXAS GOVERNMENT CODE, SUBCHAPTERS D AND E)**

1. Personnel - Texas Government Code, Section 551.074
  - a) Summative Evaluation of the Superintendent
  - b) Board Self-Evaluation

**RECONVENE IN OPEN SESSION**

The Board reconvened in open session at 9:30 p.m.

**ADJOURN**

There being no further business, the meeting was adjourned at 9:30 p.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**

**March 28, 2022**

**Item:** Unaudited Financial Report for the Month Ending February 28, 2022

**Contact Person:** Melissa Lafferty

**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, 2022 and presented under separate cover.

The monthly and quarterly investment reports provide 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 February 28, 2022</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>2021-22</b>					<b>of Total</b>	<b>Period</b>
<b>Revenues</b>								
Local Sources	44,660,618	44,660,618	0.00%	42,322,879		2,337,739	94.8%	94.9%
State Sources	84,836,109	84,836,109	0.00%	35,207,983		49,628,126	41.5%	46.1%
Federal Sources	2,608,000	2,608,000	0.00%	642,305		1,965,695	24.6%	26.9%
<b>Total Revenues</b>	<b>132,104,727</b>	<b>132,104,727</b>	<b>0.00%</b>	<b>78,173,166</b>		<b>53,931,561</b>	<b>59.2%</b>	<b>60.5%</b>
<b>Expenditures</b>								
				<b>Expenditures</b>	<b>Encumbrances</b>			
Instruction-11	76,338,573	76,437,497	0.13%	35,841,604	552,990	40,042,902	47.6%	47.1%
Instructional resources & media -12	1,635,915	1,636,885	0.06%	760,206	44,669	832,010	49.2%	46.4%
Curriculum & staff development-13	4,578,445	4,577,010	-0.03%	2,093,050	7,319	2,476,641	45.9%	44.5%
Instructional leadership-21	2,233,110	2,248,166	0.67%	1,116,899	10,503	1,120,764	50.1%	43.1%
School leadership-23	8,005,019	8,063,976	0.74%	3,989,676	49,450	4,024,850	50.1%	48.6%
Guidance, counseling, & evaluation - 31	6,106,773	6,110,558	0.06%	2,985,967	6,649	3,117,942	49.0%	45.2%
Social work services-32	176,315	176,315	0.00%	81,618	-	94,697	46.3%	67.7%
Health services-33	2,295,465	2,299,901	0.19%	1,025,538	11,060	1,263,303	45.1%	44.7%
Student transportation-34	5,126,166	5,105,661	-0.40%	2,951,491	185,660	1,968,509	61.4%	61.9%
School Nutrition-35	-	-	0.00%	-	-	-	0.0%	0.0%
Cocurricular/extracurricular -36	5,943,297	5,947,745	0.07%	2,572,829	449,169	2,925,747	50.8%	46.5%
General administration-41	4,282,871	4,080,397	-4.73%	1,783,901	42,046	2,254,450	44.7%	44.1%
Plant maintenance and operations-51	13,396,702	13,430,711	0.25%	6,540,877	1,872,897	5,016,936	62.6%	60.7%
Security and monitoring services-52	1,489,746	1,498,346	0.58%	745,235	18,601	734,511	51.0%	46.2%
Data processing services-53	4,794,740	4,799,040	0.09%	1,662,455	1,262,622	1,873,963	61.0%	56.7%
Community services-61	9,000	9,000	0.00%	2,550	-	6,450	28.3%	24.9%
Debt Service-71	69,000	68,250	-1.09%	67,963	-	287	99.6%	211.8%
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%	1,957	-	13,043	13.0%	67.1%
Tax Increment - 97	216,000	216,000	0.00%	-	-	216,000	0.0%	0.0%
Intergovernmental Charges-99	645,000	636,679	-1.29%	309,490	319,923	7,266	98.9%	100.0%
<b>Total Expenditures</b>	<b>137,357,137</b>	<b>137,357,137</b>	<b>0.00%</b>	<b>64,533,306</b>	<b>4,833,558</b>	<b>67,990,273</b>	<b>50.5%</b>	<b>50.5%</b>
<b>Non-Operating Revenue &amp; Expenditure</b>								
	<b>Budget Basis</b>			<b>Y-T-D Actual</b>				
Other resources	0							
Other uses	0							
<b>Total Non-Operating</b>	<b>0</b>	<b>0</b>		<b>0</b>				
<b>Fund Balance (audited), 8-31-2021</b>	<b>39,459,420</b>			<b>39,459,420</b>				
<b>Fund Balance, Ending</b>	<b>34,207,010</b>			<b>48,265,722</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 February 28, 2022</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>2021-22</b>				<b>of Total</b>	<b>Period</b>
<b>Revenues</b>							
Local Sources	1,100,000	1,100,000	304,753		795,247	27.7%	55.8%
State Sources	43,000	43,000	102,011		(59,011)	237.2%	37.2%
Federal Sources	5,700,000	5,700,000	3,997,605		1,702,395	70.1%	34.4%
<b>Total Revenues</b>	<b>6,843,000</b>	<b>6,843,000</b>	<b>4,404,369</b>		<b>2,438,631</b>	<b>64.4%</b>	<b>36.5%</b>
<b>Expenditures</b>			<b>Expenditures</b>	<b>Encumbrances</b>			
Food Services, Child Nutrition	6,843,000	6,843,000	3,725,586	646,521	2,470,893	63.9%	56.0%
<b>Total Expenditures</b>	<b>6,843,000</b>	<b>6,843,000</b>	<b>3,725,586</b>	<b>646,521</b>	<b>2,470,893</b>	<b>63.9%</b>	<b>56.0%</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), 8-31-2021</b>	<b>839,406</b>		<b>839,406</b>				
<b>Fund Balance, Ending</b>	<b>839,406</b>		<b>871,668</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 February 28, 2022</b>							
		<b>Amended</b>	<b>Y-T-D Actual</b>		<b>Balance</b>	<b>Percent</b>	<b>Prior Yr</b>
	<b>Budget</b>	<b>2021-22</b>				<b>of Total</b>	<b>Period</b>
<b>Revenues</b>							
Local Sources	-	-	704		(704)	0.0%	100.0%
State Sources	7,570	7,570	-		7,570	0.0%	27.7%
Federal Sources	-	-	-		-	0.0%	0.0%
Bond Proceeds	-	-	-		-	0.0%	0.0%
Total Revenues	7,570	7,570	704		6,866	9%	100.0%
<b>Expenditures</b>							
			<u>Expenditures</u>	<u>Encumbrances</u>			
11	26,645	26,645	26,111	-	534	98.0%	78.4%
12	25	25	-	-	25	0.0%	11.1%
36	-	-	-	-	-	0.0%	92.7%
41	-	-	-	-	-	0.0%	53.4%
51	449,092	449,092	283,997	55,615	109,480	75.6%	51.8%
52	879	879	-	-	879	0.0%	99.1%
53	-	-	-	-	-	0.0%	0.0%
81	5,012,860	5,012,860	1,123,104	216,733	3,673,023	26.7%	65.8%
Total Expenditures	5,489,501	5,489,501	1,433,212	272,348	3,783,940	31.1%	65.0%
<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), 8-31-2021	5,600,266		5,600,266				
Fund Balance, Ending	118,335		3,895,409				

<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 February 28, 2022</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>2021-22</b>				<b>of Total</b>	<b>Period</b>
<b>Revenues</b>							
Local Sources	18,345,186	18,345,186	17,584,884		760,302	95.9%	94.1%
State Sources	882,009	882,009	610,092		271,917	69.2%	522.9%
Federal Sources							
<b>Total Revenues</b>	<b>19,227,195</b>	<b>19,227,195</b>	<b>18,194,976</b>		<b>1,032,219</b>	<b>94.6%</b>	<b>100.0%</b>
<b>Expenditures</b>			<b>Expenditures</b>	<b>Encumbrances</b>			
Debt Service	19,227,195	19,227,195	11,062,783	-	8,164,412	57.5%	69.1%
<b>Total Expenditures</b>	<b>19,227,195</b>	<b>19,227,195</b>	<b>11,062,783</b>	<b>-</b>	<b>8,164,412</b>	<b>57.5%</b>	<b>69.1%</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), 8-31-2021</b>	<b>8,682,367</b>		<b>8,682,367</b>				
<b>Fund Balance, Ending</b>	<b>8,682,367</b>		<b>15,814,561</b>				

**BELTON ISD****Combined Budget Summary - Amended**

Fund 199, 2XX, 5XX, 6XX

Period Ending February 28, 2022

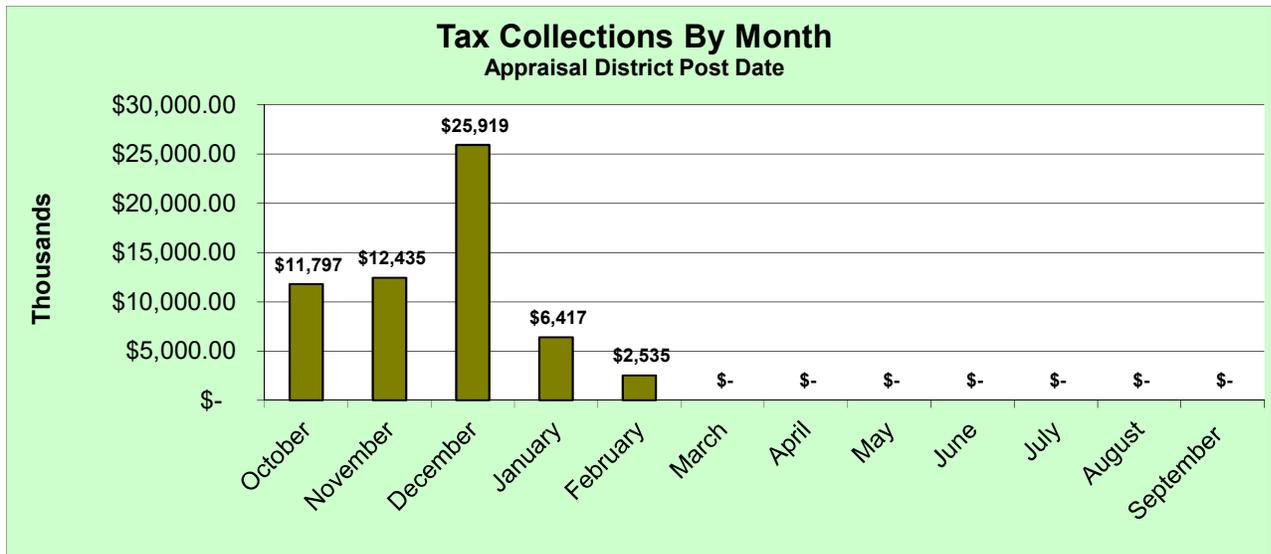
	199 General Fund	240, 242 Child Nutrition	6XX Capital Projects	5XX Debt Service	Combined Total
<b>Revenues</b>					
Local Sources	44,660,618	1,100,000	0	18,345,186	64,105,804
State Sources	84,836,109	43,000	7,570	882,009	85,768,688
Federal Sources	2,608,000	5,700,000	0	-	8,308,000
<b>Total Revenues</b>	<b>132,104,727</b>	<b>6,843,000</b>	<b>7,570</b>	<b>19,227,195</b>	<b>158,182,492</b>
<b>Expenditures</b>					
Instruction-11	76,437,497	-	26,645	-	76,464,142
Instructional resources & media -12	1,636,885	-	25.00	-	1,636,910
Curriculum & staff development-13	4,577,010	-	-	-	4,577,010
Instructional leadership-21	2,248,166	-	-	-	2,248,166
School leadership-23	8,063,976	-	-	-	8,063,976
Guidance, counseling, & evaluation - 31	6,110,558	-	-	-	6,110,558
Social work services-32	176,315	-	-	-	176,315
Health services-33	2,299,901	-	-	-	2,299,901
Student transportation-34	5,105,661	-	-	-	5,105,661
School Nutrition-35	0	6,843,000	-	-	6,843,000
Cocurricular/extracurricular -36	5,947,745	-	-	-	5,947,745
General administration-41	4,080,397	-	-	-	4,080,397
Plant maintenance and operations-51	13,430,711	-	449,092	-	13,879,803
Security and monitoring services-52	1,498,346	-	879	-	1,499,225
Data processing services-53	4,799,040	-	-	-	4,799,040
Community services-61	9,000	-	-	-	9,000
Debt Service-71	68,250	-	-	19,227,195	19,295,445
Facilities acquisition & construction - 81	0	-	5,012,860	-	5,012,860
Payments to fiscal agent - 93	0	-	-	-	-
Payments to JJAEP - 95	15,000	-	-	-	15,000
Increment Fund Payments - 97	216,000	-	-	-	216,000
Intergovernmental Charges-99	636,679.00	-	-	-	636,679
<b>Total Expenditures</b>	<b>137,357,137</b>	<b>6,843,000</b>	<b>5,489,501</b>	<b>19,227,195</b>	<b>168,916,833</b>
-					
<b>Non-Operating Revenue &amp; Expenditure</b>					
Other resources	0	0	0	0	0
Other uses	0	0	0	0	0
<b>Total Non-Operating</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
-					
<b>Fund Balance (audited), 8-31-2021</b>	<b>39,459,420</b>	<b>839,406</b>	<b>5,600,266</b>	<b>8,682,367</b>	<b>54,581,459</b>
-					
<b>Fund Balance, Ending</b>	<b>34,207,010</b>	<b>839,406</b>	<b>118,335</b>	<b>8,682,367</b>	<b>43,847,118</b>

**Tax Collection Report**

<b>Total Tax Levy</b>		<b>\$ 61,745,252</b>
<b>Percent of Levy*</b>	<b>Current Year</b>	<b>95.28%</b>
<b>Percent of Levy**</b>	<b>Current &amp; Delinquent</b>	<b>95.50%</b>
<b>Total Checks</b>		<b>\$ 59,101,657</b>
<b>Balance to Collect</b>		<b>\$ 2,775,494</b>
<b><u>Total Collections</u></b>		
<b>Current*</b>		<b>\$ 58,828,748</b>
<b>Delinquent**</b>		<b>\$ 141,010</b>
<b>Penalties</b>		<b>\$ 131,899</b>
<b><u>Other Reconciled for Posting</u></b>		
<b>Total Checks</b>		<b>\$ 59,101,657</b>

**Collections By Category**

	<b>Current</b>	<b>Delinquent</b>	<b>Penalties</b>	<b>Other</b>	
<b>Maintenance &amp; Operating</b>	41,630,174	104,053	104,654	0	
<b>Interest &amp; Sinking</b>	17,198,574	36,957	27,245	0	<b>\$ 59,101,657</b>



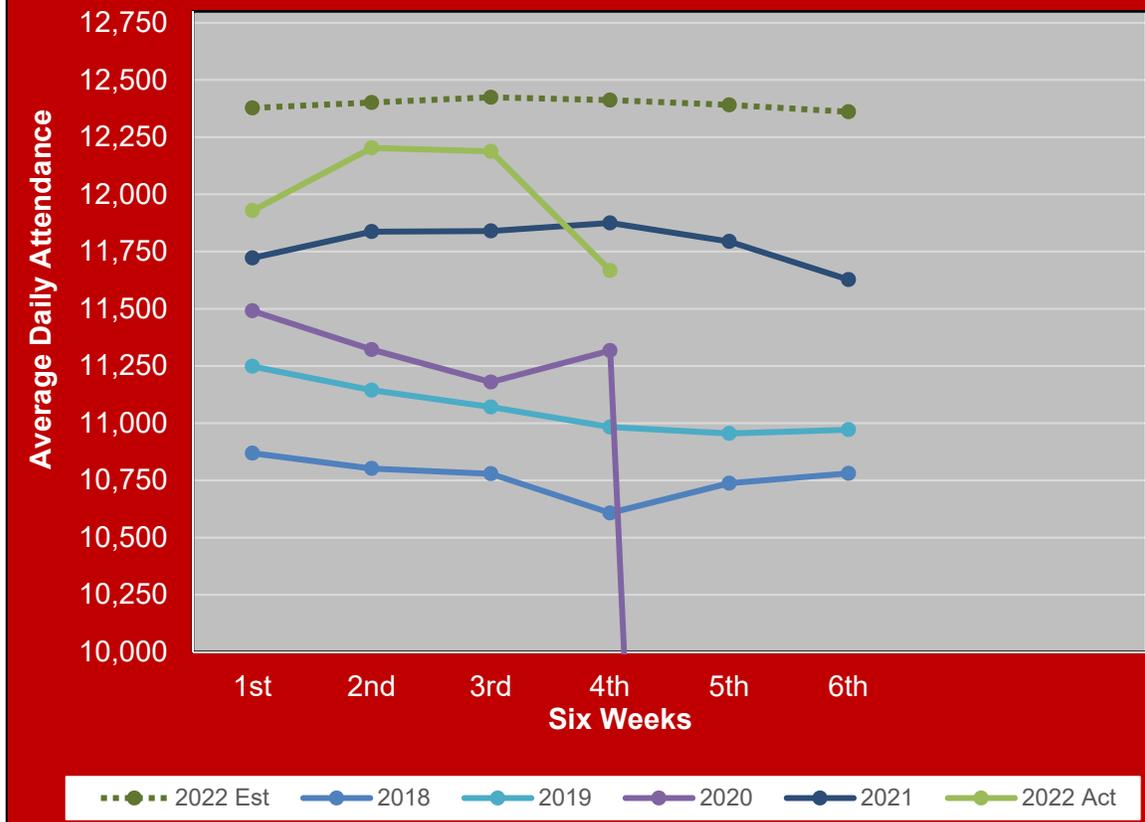
**Cash Flow Projections for BELTON ISD**

**2021-2022**

	(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	Projected	Projected	Projected	Projected	Projected	Projected					
<b>General Fund and Grants</b>																	
<i>Beginning General Fund and School Nutrition Cash Balance</i>																	
	\$ 38,345,762	\$ 38,853,474	\$ 50,469,793	\$ 56,541,706	\$ 67,927,135	\$ 62,867,112	\$ 57,600,657	\$ 46,224,892	\$ 41,209,680	\$ 36,095,809	\$ 33,743,016	\$ 32,333,666					
<b>RECEIPTS</b>																	
Tax Collections - Current	\$ 42,883	\$ 8,279,383	\$ 8,798,889	\$ 18,294,093	\$ 4,510,822	\$ 1,746,987	\$ 557,685	\$ 550,000	\$ 225,000	\$ 274,485	\$ 193,011	\$ 104,566	\$ 43,577,804	\$ 43,569,110	\$ 8,694		
Tax Collections - Delinquent	\$ 20,183	\$ 52,569	\$ (5,742)	\$ 20,422	\$ 19,354	\$ 17,451	\$ 60,000	\$ 27,950	\$ 18,487	\$ 1,330	\$ 2,014	\$ 15,354	\$ 249,371	\$ 220,603	\$ 28,768		
Penalties & Interest	\$ 20,858	\$ 18,221	\$ 5,944	\$ 35,240	\$ 14,481	\$ 30,768	\$ 44,639	\$ 41,926	\$ 27,730	\$ 53,044	\$ 30,212	\$ 23,031	\$ 346,093	\$ 330,905	\$ 15,188		
Other Local Revenue	\$ 206,404	\$ 270,993	\$ 205,590	\$ 282,224	\$ 234,123	\$ 123,623	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 1,592,957	\$ 540,000	\$ 1,052,957		
State Revenue - Available School Fund	\$ 231,064	\$ 185,038	\$ 186,206	\$ 436,195	\$ 164,536	\$ 164,536	\$ 231,064	\$ 231,064	\$ 231,064	\$ 231,064	\$ 231,064	\$ 231,064	\$ 2,753,959	\$ 2,364,650	\$ 389,309		
State Revenue - Foundation	\$ 11,072,357	\$ 12,817,424	\$ 6,819,696	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,500,000	\$ 6,750,000	\$ 9,217,332	\$ 11,384,397	\$ 10,840,597	\$ 75,401,803	\$ 75,596,425	\$ (194,622)		
Other State Revenue	\$ 540,686	\$ 564,727	\$ 0	\$ 1,096,722	\$ 688,208	\$ 551,018	\$ 572,920	\$ 572,920	\$ 750,920	\$ 750,920	\$ 750,920	\$ 7,234,880	\$ 6,875,034	\$ 359,846			
Federal Revenue	\$ 256,918	\$ 688,288	\$ 155,994	\$ 4,636,300	\$ 369,270	\$ 2,901,726	\$ 259,918	\$ 259,918	\$ 259,918	\$ 259,918	\$ 259,918	\$ 259,918	\$ 10,568,004	\$ 2,608,000	\$ 7,960,004		
Other Sources	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		
<b>Total Revenue</b>	<b>\$ 12,391,353</b>	<b>\$ 22,876,643</b>	<b>\$ 16,166,577</b>	<b>\$ 24,801,196</b>	<b>\$ 6,000,794</b>	<b>\$ 5,536,108</b>	<b>\$ 1,771,226</b>	<b>\$ 8,228,778</b>	<b>\$ 8,130,118</b>	<b>\$ 10,833,093</b>	<b>\$ 12,896,536</b>	<b>\$ 12,092,450</b>	<b>\$ 141,724,871</b>	<b>\$ 132,104,727</b>	<b>\$ 9,620,144</b>		
<b>DISBURSEMENTS</b>																	
Payroll	\$ 7,589,284	\$ 8,294,644	\$ 7,882,568	\$ 9,156,512	\$ 7,716,245	\$ 7,825,383	\$ 8,404,209	\$ 8,404,209	\$ 8,404,209	\$ 8,404,209	\$ 9,584,209	\$ 8,384,209	\$ 100,049,890	\$ 100,610,509	\$ 560,619		
Payroll Benefits	\$ 1,652,977	\$ 1,758,847	\$ 882,508	\$ 2,550,568	\$ 1,643,900	\$ 1,663,245	\$ 1,930,649	\$ 1,930,649	\$ 1,930,649	\$ 1,930,649	\$ 1,870,649	\$ 1,730,649	\$ 21,475,937	\$ 20,767,784	\$ (708,153)		
Expenditures - Other Than Payroll	\$ 2,252,584	\$ 1,554,296	\$ 1,705,527	\$ 1,713,997	\$ 1,750,989	\$ 1,604,327	\$ 2,792,444	\$ 2,892,444	\$ 2,892,444	\$ 2,892,444	\$ 2,892,444	\$ 2,892,444	\$ 27,836,386	\$ 28,709,333	\$ 872,947		
<b>Total Disbursements</b>	<b>\$ 11,494,845</b>	<b>\$ 11,607,788</b>	<b>\$ 10,470,603</b>	<b>\$ 13,421,077</b>	<b>\$ 11,111,133</b>	<b>\$ 11,092,954</b>	<b>\$ 13,127,302</b>	<b>\$ 13,227,302</b>	<b>\$ 13,227,302</b>	<b>\$ 13,227,302</b>	<b>\$ 14,347,302</b>	<b>\$ 13,007,302</b>	<b>\$ 149,362,213</b>	<b>\$ 150,087,626</b>	<b>\$ 725,413</b>		
<b>Net Change in Cash from General Fund and Grants</b>	<b>\$ 896,508</b>	<b>\$ 11,268,855</b>	<b>\$ 5,695,974</b>	<b>\$ 11,380,119</b>	<b>\$ (5,110,340)</b>	<b>\$ (5,556,847)</b>	<b>\$ (11,356,076)</b>	<b>\$ (4,998,524)</b>	<b>\$ (5,097,184)</b>	<b>\$ (2,394,209)</b>	<b>\$ (1,450,766)</b>	<b>\$ (914,853)</b>	<b>\$ (7,637,342)</b>				
<b>School Nutrition</b>																	
<b>RECEIPTS</b>																	
Food Service Activity - Local	\$ 77,459	\$ 75,620	\$ 68,662	\$ 58,352	\$ 16,432	\$ 10,068	\$ 86,000	\$ 86,000	\$ 86,000	\$ 81,818	\$ 81,818	\$ 81,818	\$ 810,047	\$ 1,010,000	\$ (199,953)		
Food Service Activity - State	\$ 16,994	\$ 21,550	\$ 0	\$ 34,256	\$ 12,903	\$ 16,308	\$ 5,838	\$ 5,838	\$ 5,838	\$ 2,100	\$ 2,100	\$ 2,100	\$ 125,825	\$ 53,000	\$ 72,825		
Food Service Activity - Federal	\$ 0	\$ 941,996	\$ 887,188	\$ 760,584	\$ 604,463	\$ 803,375	\$ 605,000	\$ 605,000	\$ 605,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 6,337,606	\$ 5,780,000	\$ 557,606		
Others Sources	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0		
<b>Total Receipts</b>	<b>\$ 94,453</b>	<b>\$ 1,039,166</b>	<b>\$ 955,850</b>	<b>\$ 853,192</b>	<b>\$ 633,798</b>	<b>\$ 829,751</b>	<b>\$ 696,838</b>	<b>\$ 696,838</b>	<b>\$ 696,838</b>	<b>\$ 258,918</b>	<b>\$ 258,918</b>	<b>\$ 258,918</b>	<b>\$ 7,273,478</b>	<b>\$ 6,843,000</b>	<b>\$ 430,478</b>		
<b>DISBURSEMENTS</b>																	
Payroll	\$ 216,435	\$ 387,930	\$ 279,316	\$ 305,345	\$ 209,102	\$ 274,478	\$ 411,526	\$ 411,526	\$ 411,526	\$ 127,502	\$ 127,502	\$ 127,502	\$ 3,289,690	\$ 3,870,260	\$ (580,570)		
Expenditures other than payroll	\$ 266,814	\$ 303,772	\$ 300,595	\$ 542,537	\$ 374,379	\$ 264,882	\$ 305,000	\$ 302,000	\$ 302,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 3,231,979	\$ 2,972,740	\$ 259,239		
<b>Total Disbursements</b>	<b>\$ 483,249</b>	<b>\$ 691,702</b>	<b>\$ 579,911</b>	<b>\$ 847,882</b>	<b>\$ 583,481</b>	<b>\$ 539,360</b>	<b>\$ 716,526</b>	<b>\$ 713,526</b>	<b>\$ 713,526</b>	<b>\$ 217,502</b>	<b>\$ 217,502</b>	<b>\$ 217,502</b>	<b>\$ 6,521,669</b>	<b>\$ 6,843,000</b>	<b>\$ (321,331)</b>		
<b>Net Change in Cash from School Nutrition</b>	<b>\$ (388,796)</b>	<b>\$ 347,464</b>	<b>\$ 375,939</b>	<b>\$ 5,310</b>	<b>\$ 50,317</b>	<b>\$ 290,391</b>	<b>\$ (19,688)</b>	<b>\$ (16,688)</b>	<b>\$ (16,688)</b>	<b>\$ 41,416</b>	<b>\$ 41,416</b>	<b>\$ 41,416</b>	<b>\$ 751,809</b>				
<b>Ending General Fund and School Nutrition Cash Balance</b>	<b>\$ 38,853,474</b>	<b>\$ 50,469,793</b>	<b>\$ 56,541,706</b>	<b>\$ 67,927,135</b>	<b>\$ 62,867,112</b>	<b>\$ 57,600,657</b>	<b>\$ 46,224,892</b>	<b>\$ 41,209,680</b>	<b>\$ 36,095,809</b>	<b>\$ 33,743,016</b>	<b>\$ 32,333,666</b>	<b>\$ 31,460,229</b>	<b>\$ (6,885,533)</b>				
<b>Debt Service Fund</b>																	
<i>Beginning Debt Service Cash Balance</i>																	
	\$ 9,907,586	\$ 10,007,033	\$ 13,542,364	\$ 17,800,732	\$ 25,432,859	\$ 27,305,737	\$ 17,039,780	\$ 17,224,216	\$ 17,406,652	\$ 17,568,536	\$ 17,753,416	\$ 17,898,768					
<b>RECEIPTS</b>																	
Tax Collections - Current	\$ 17,381	\$ 3,420,915	\$ 3,636,051	\$ 7,558,610	\$ 1,861,685	\$ 721,313	\$ 155,436	\$ 155,436	\$ 80,398	\$ 80,500	\$ 51,151	\$ 42,879	\$ 17,781,755	\$ 17,866,208	\$ (84,453)		
Tax Collections - Delinquent	\$ 7,255	\$ 19,848	\$ (2,681)	\$ 7,261	\$ 6,160	\$ 6,349	\$ 8,000	\$ 8,000	\$ 7,486	\$ 7,400	\$ 6,200	\$ 6,217	\$ 87,515	\$ 89,331	\$ (1,816)		
Penalties & Interest	\$ 7,550	\$ 5,841	\$ 2,157	\$ 3,125	\$ 4,033	\$ 12,090	\$ 19,000	\$ 17,000	\$ 12,000	\$ 21,480	\$ 12,500	\$ 9,326	\$ 126,102	\$ 133,997	\$ (7,895)		
Interest Income	\$ 205	\$ 211	\$ 219	\$ 210	\$ 11,948	\$ 696	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 13,489	\$ 5,650	\$ 7,839		
Other Local Revenue	\$ 69,238	\$ 91,524	\$ 14,768	\$ 62,870	\$ 10,810	\$ 27,223	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 288,433	\$ 250,000	\$ 38,433		
State Revenue	\$ 0	\$ 0	\$ 610,092	\$ 0	\$ 0	\$ 0	\$ 0	\$ 60,000	\$ 73,501	\$ 73,501	\$ 73,501	\$ 73,501	\$ 890,594	\$ 882,009	\$ 8,585		
<b>Total Receipts</b>	<b>\$ 101,629</b>	<b>\$ 3,538,339</b>	<b>\$ 4,260,626</b>	<b>\$ 7,632,076</b>	<b>\$ 1,894,636</b>	<b>\$ 767,671</b>	<b>\$ 184,436</b>	<b>\$ 182,436</b>	<b>\$ 161,884</b>	<b>\$ 184,880</b>	<b>\$ 145,352</b>	<b>\$ 133,923</b>	<b>\$ 19,187,888</b>	<b>\$ 19,227,195</b>	<b>\$ (39,307)</b>		
<b>DISBURSEMENTS</b>																	
Bond Payments and Fees	\$ 2,182	\$ 3,008	\$ 2,258	\$ (51)	\$ 21,758	\$ 11,033,628	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,040,070	\$ 17,102,853	\$ 19,227,195	\$ (2,124,342)		
<b>Total Disbursements</b>	<b>\$ 2,182</b>	<b>\$ 3,008</b>	<b>\$ 2,258</b>	<b>\$ (51)</b>	<b>\$ 21,758</b>	<b>\$ 11,033,628</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 6,040,070</b>	<b>\$ 17,102,853</b>	<b>\$ 19,227,195</b>	<b>\$ (2,124,342)</b>		
<b>Net Change in Cash</b>	<b>\$ 99,447</b>	<b>\$ 3,535,331</b>	<b>\$ 4,258,368</b>	<b>\$ 7,632,127</b>	<b>\$ 1,872,878</b>	<b>\$ (10,265,957)</b>	<b>\$ 184,436</b>	<b>\$ 182,436</b>	<b>\$ 161,884</b>	<b>\$ 184,880</b>	<b>\$ 145,352</b>	<b>\$ (5,906,147)</b>	<b>\$ 2,085,035</b>				
<b>Ending Debt Service Cash Balance</b>	<b>\$ 10,007,033</b>	<b>\$ 13,542,364</b>	<b>\$ 17,800,732</b>	<b>\$ 25,432,859</b>	<b>\$ 27,305,737</b>	<b>\$ 17,039,780</b>	<b>\$ 17,224,216</b>	<b>\$ 17,406,652</b>	<b>\$ 17,568,536</b>	<b>\$ 17,753,416</b>	<b>\$ 17,898,768</b>	<b>\$ 11,992,621</b>	<b>\$ 2,085,035</b>				
<b>Ending Cash Grand Total</b>	<b>48,860,507</b>	<b>64,012,157</b>	<b>74,342,438</b>	<b>93,359,994</b>	<b>90,172,849</b>	<b>74,640,437</b>	<b>63,449,108</b>	<b>58,616,332</b>	<b>53,664,344</b>	<b>51,496,432</b>	<b>50,232,434</b>	<b>43,452,850</b>	<b>(4,800,498)</b>				

**Note: This schedule estimates the cash position, not projected fund balance.**

## Average Daily Attendance



School Year	1st	2nd	3rd	4th	5th	6th	Annual	Change
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	11,722	11,837	11,840	11,875	11,794	11,627	11,783	501
* 2022 Act	11,929	12,203	12,188	11,667				
** 2022 Est	12,378	12,401	12,424	12,412	12,391	12,361	12,394	1,332

\*Actual six-weeks ADA count from the District student accounting system.

\*\*Initial projected six-weeks data for budgeted ADA.



# Monthly Investment Report

PREPARED FOR BELTON ISD

FEBRUARY 28, 2022

196



**PATTERSON  
& ASSOCIATES**

A MEEDER INVESTMENT MANAGEMENT COMPANY

WITH YOU. FOR YOU.

# Geopolitical issues increase volatility

Geopolitical issues have intensified at month end and are dominating the markets as well as the headlines.

The global markets have been struggling as the Russian invasion of Ukraine intensifies, but the impact is clearly bullish for US Treasuries as investors flee to safety. The equity markets have been whipsawed unmercifully, but the bond markets are also not immune as we watch the 10 year's volatility. The US dollar and the Japanese yen are considered the best safe havens for assets with such threats so are reacting to hourly news.

The news of Russian nuclear forces moving to high alert has moved the markets to its highest volatility yet. That modified investors views as they realized that the war will inevitably have an impact on the US economy.

International coordinated sanctions are mounting. They are designed to impose immediate costs and impose future restrictions on Russian economic activity. Isolating Russia from international finance and commerce should degrade Putin's ability to project power. Even traditionally neutral countries are participating in the sanctions from air space control to BP's divestment of its 20% stake in the Russian controlled Rosneft oil producer.



Russian forces invade Ukraine

# Inflation remains on the move

With rising geopolitical risks, central banks are working together as they weigh the trade-off between growth and inflation and its impact to each country's GDP. If downside risks to the growth outlook prevail, slower growth should slow inflation. The impact of oil and natural gas supply in Europe is critical.

A clear, durable inflation problem and continuing strong demand for labor and financial instability probably does not favor an overly aggressive start to the removal of the policy accommodation or faster rate hikes. Traders are betting there's a 100% chance that the Fed raises rates by at least a quarter of a percentage point. Geo-politics may move a 0.50% hike off the table indefinitely.

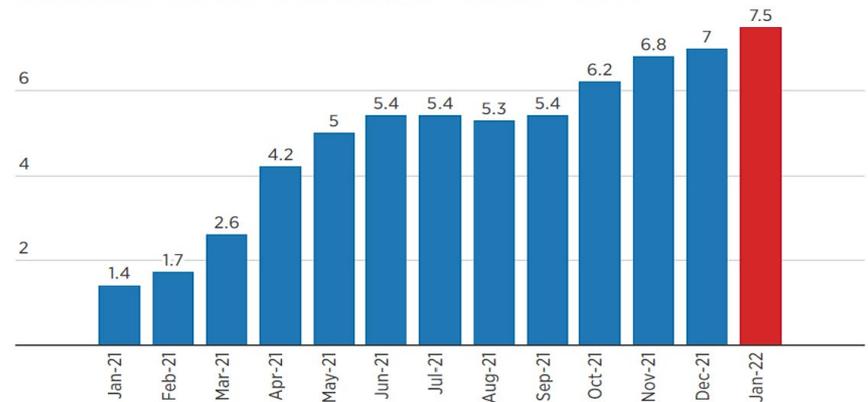
Of major importance are commodity prices. Oil and natural gas, which are key to Russia exports, have risen significantly. Crude oil prices are at 2014 highs – up 22% already in 2022. Other key commodities like aluminum (up 3%) and the wheat and corn from Ukraine, which is a major EU breadbasket, are also soaring.

Core personal consumption expenditures (PCE) index, the Fed's preferred inflation gauge, rose by 5.2% YOY. That's the index's biggest one-year jump since April 1983. And the consumer price index (CPI) surged by 7.5% on a year-over-year basis. That marked the sharpest gain since 1982. Consumers keep consuming but are paying more.

An old saying in commodity markets is that "the cure for high prices is high prices." Prices don't rise in perpetuity. Ultimately, they reach price intolerance, which is followed closely by a drop in demand. This demand destruction exerts its natural gravitational pull on inflation.

## Surging inflation

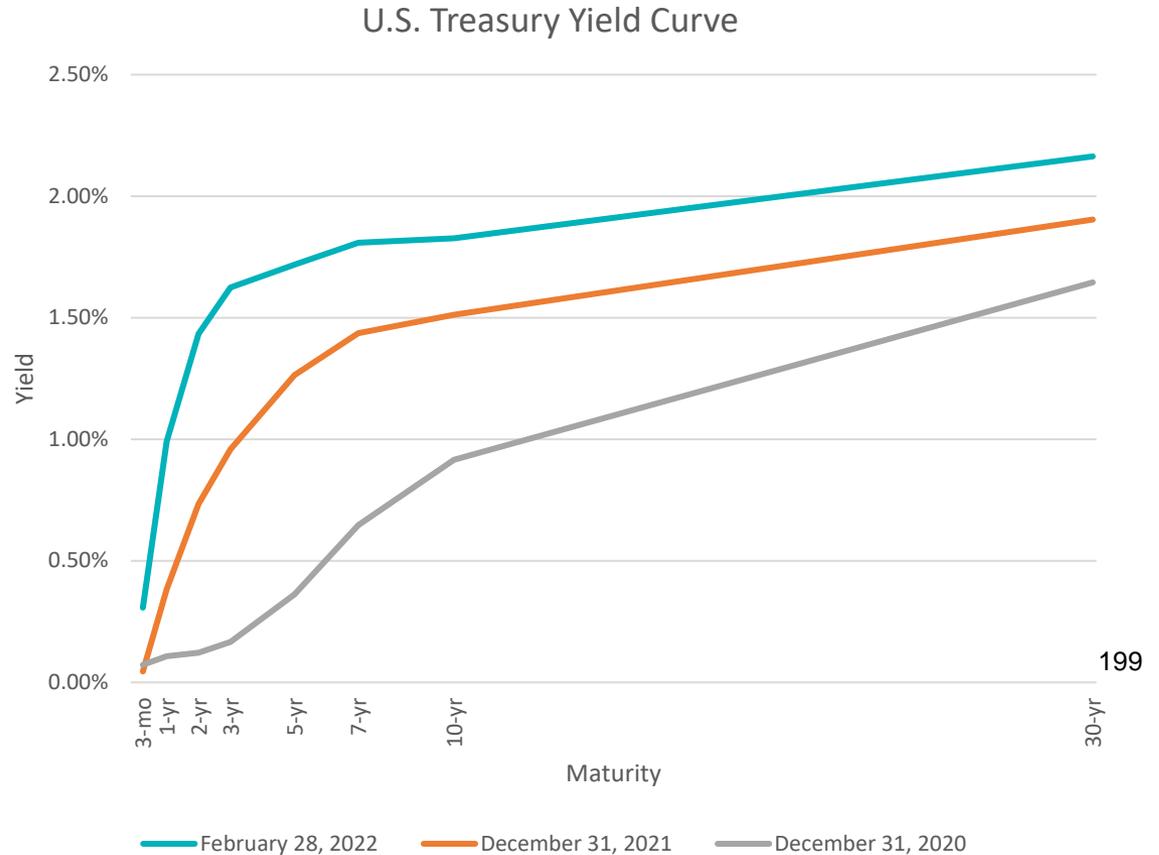
Values reflect the year-over-year % changes in the Consumer Price Index.



Source: BLS

# The Fed's Planned Taper has Its Uplifting Effect

- The US Treasury is global money's safe-haven and as the war intensified the volatility has increased.
- Each of the T-Notes has fluctuated but are generally down from the beginning of the month when Ukraine was not the focus and markets centered on the Fed increasing rates.
- As sanctions are applied and settlement options narrow money has flown into Treasuries, decreasing yields.
- Currently, the markets are pricing in a 0.25% increase to the Fed Funds rate in March.

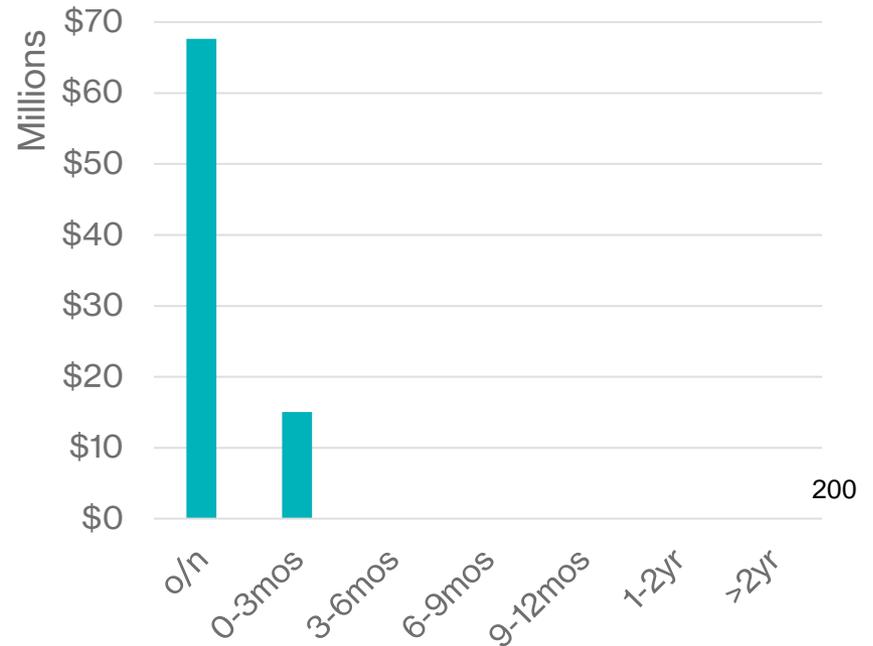
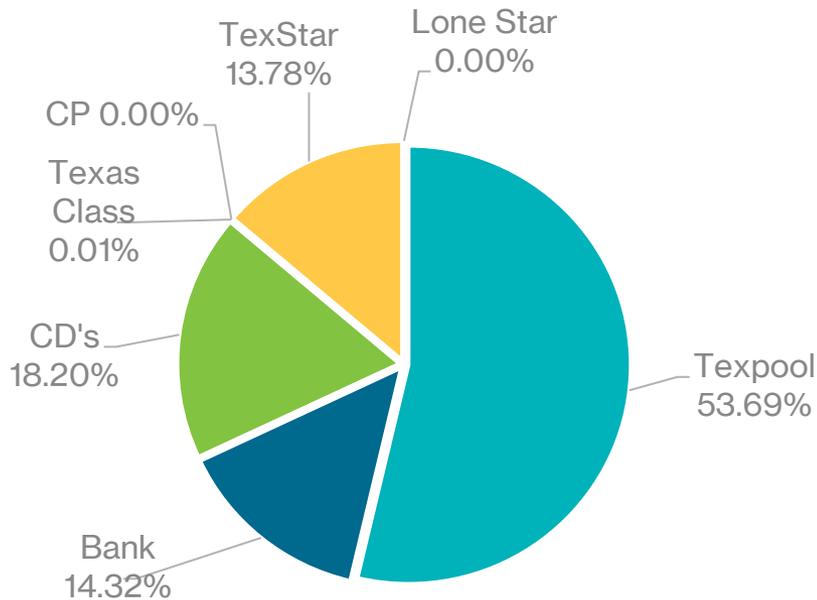


End of Month Rates - Full Yield Curve – Fed Funds to 30yr

# Portfolio Overview

As of February 28, 2022

- 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. 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. With the current yield curve, commercial paper is providing the greatest value for maturities less than 1 year. We continue to see value in the extension of the portfolio into the 3-5 year space, cash flows permitting.
- The non-cash portion of your portfolio is yielding 0.21%.



**Belton ISD  
 Portfolio Management  
 Portfolio Summary  
 February 28, 2022**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
Texas Class	11,613.96	11,613.96	11,613.96	0.01	1	1	0.123
Texpool/Texpool Prime	44,385,978.39	44,385,978.39	44,385,978.39	53.69	1	1	0.090
TexStar	11,387,575.27	11,387,575.27	11,387,575.27	13.77	1	1	0.010
Lone Star	464.99	464.99	464.99	0.00	1	1	0.020
Bank Accounts/CD's int pd monthly	26,884,385.80	26,884,385.80	26,884,385.80	32.52	51	33	0.118
	<b>82,670,018.41</b>	<b>82,670,018.41</b>	<b>82,670,018.41</b>	<b>100.00%</b>	<b>17</b>	<b>11</b>	<b>0.088</b>

<b>Total Earnings</b>	<b>February 28 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	5,768.15	25,301.94

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.

Melissa Lafferty 3-7-2022  
 Melissa Lafferty, Chief Financial Officer

Kerri Pridemore 3/2/2022  
 Kerri Pridemore, Director of Finance

**Belton ISD  
Summary by Type  
February 28, 2022  
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	1,344,644.13	1,344,644.13	1.63	0.008	1
Logic	1	0.00	0.00	0.00	0.000	0
Lone Star	1	0.00	0.00	0.00	0.000	0
Texas Class	1	0.00	0.00	0.00	0.000	0
Texpool/Texpool Prime	4	3,728,323.00	3,728,323.00	4.51	0.063	1
TexStar	2	0.00	0.00	0.00	0.000	0
<b>Subtotal</b>	<b>13</b>	<b>5,072,967.13</b>	<b>5,072,967.13</b>	<b>6.14</b>	<b>0.048</b>	<b>1</b>
<b>Fund: Capital Projects Fund</b>						
Bank Accounts/CD's int pd monthly	1	146,054.08	146,054.08	0.18	0.000	1
<b>Subtotal</b>	<b>1</b>	<b>146,054.08</b>	<b>146,054.08</b>	<b>0.18</b>	<b>0.000</b>	<b>1</b>
<b>Fund: Debt Service Funds</b>						
Bank Accounts/CD's int pd monthly	2	5,080,961.55	5,080,961.55	6.15	0.207	56
Texpool/Texpool Prime	1	7,196,669.64	7,196,669.64	8.71	0.114	1
TexStar	1	569,411.09	569,411.09	0.69	0.010	1
<b>Subtotal</b>	<b>4</b>	<b>12,847,042.28</b>	<b>12,847,042.28</b>	<b>15.55</b>	<b>0.146</b>	<b>23</b>
<b>Fund: General Fund</b>						
Bank Accounts/CD's int pd monthly	4	20,312,726.04	20,312,726.04	24.57	0.104	29
Lone Star	1	464.99	464.99	0.00	0.020	1
Texas Class	1	11,613.96	11,613.96	0.01	0.123	1
Texpool/Texpool Prime	3	33,460,985.75	33,460,985.75	40.48	0.088	1
TexStar	1	10,818,164.18	10,818,164.18	13.09	0.010	1
<b>Subtotal</b>	<b>10</b>	<b>64,603,954.92</b>	<b>64,603,954.92</b>	<b>78.15</b>	<b>0.080</b>	<b>10</b>
<b>Total and Average</b>	<b>28</b>	<b>82,670,018.41</b>	<b>82,670,018.41</b>	<b>100.00</b>	<b>0.088</b>	<b>11</b>

**Belton ISD**  
**Fund CON - Construction Funds**  
**Investments by Fund**  
**February 28, 2022**

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	09/01/2021	0.00	0.00	0.00	0.051	0.049	0.050	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>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	615,391.16	615,391.16	615,391.16	0.063	0.062	0.063	1
500008	10012	Texpool	10/01/2017	0.00	0.00	0.00				1
500010	10070	Texpool	04/15/2020	3,112,931.84	3,112,931.84	3,112,931.84	0.063	0.062	0.063	1
500009A	10040	Texpool Prime	06/06/2018	0.00	0.00	0.00				1
<b>Subtotal and Average</b>				<b>3,728,323.00</b>	<b>3,728,323.00</b>	<b>3,728,323.00</b>		<b>0.062</b>	<b>0.063</b>	<b>1</b>
<b>TexStar</b>										
20170	10004	TexStar	10/01/2017	0.00	0.00	0.00	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>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0.000</b>	<b>0</b>
<b>Lone Star</b>										
14903	10000	Lone Star Govt ON	10/01/2017	0.00	0.00	0.00				203 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>Bank Accounts/CD's int pd monthly</b>										
06216	10062	BBVA Public Fd Interest Chkg	10/01/2019	1,018,917.63	1,018,917.63	1,018,917.63	0.010	0.009	0.010	1
58524	10030	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	6.93	6.93	6.93				1
98610	10031	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	325,719.57	325,719.57	325,719.57				1
38508	10032	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	0.00	0.00	0.00				1
<b>Subtotal and Average</b>				<b>1,344,644.13</b>	<b>1,344,644.13</b>	<b>1,344,644.13</b>		<b>0.007</b>	<b>0.008</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>5,072,967.13</b>	<b>5,072,967.13</b>	<b>5,072,967.13</b>		<b>0.048</b>	<b>0.048</b>	<b>1</b>

**Fund CP - Capital Projects Fund  
Investments by Fund  
February 28, 2022**

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	146,054.08	146,054.08	146,054.08				1
<b>Subtotal and Average</b>				<b>146,054.08</b>	<b>146,054.08</b>	<b>146,054.08</b>	<b>0.000</b>	<b>0.000</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>146,054.08</b>	<b>146,054.08</b>	<b>146,054.08</b>	<b>0.000</b>	<b>0.000</b>		<b>1</b>

**Fund DS - Debt Service Funds  
Investments by Fund  
February 28, 2022**

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	7,196,669.64	7,196,669.64	7,196,669.64	0.114	0.112	0.113		1
<b>Subtotal and Average</b>				<b>7,196,669.64</b>	<b>7,196,669.64</b>	<b>7,196,669.64</b>		<b>0.112</b>	<b>0.114</b>		<b>1</b>
<b>TexStar</b>											
33330	10003	TexStar	10/01/2017	569,411.09	569,411.09	569,411.09	0.010	0.010	0.010		1
<b>Subtotal and Average</b>				<b>569,411.09</b>	<b>569,411.09</b>	<b>569,411.09</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	68,700.02	68,700.02	68,700.02					1
172250207D	10081	East West Bank	01/27/2022	5,012,261.53	5,012,261.53	5,012,261.53	0.210	0.207	0.210	04/27/2022	57
<b>Subtotal and Average</b>				<b>5,080,961.55</b>	<b>5,080,961.55</b>	<b>5,080,961.55</b>		<b>0.204</b>	<b>0.207</b>		<b>56</b>
<b>Total Investments and Average</b>				<b>12,847,042.28</b>	<b>12,847,042.28</b>	<b>12,847,042.28</b>		<b>0.144</b>	<b>0.146</b>		<b>22</b>

**Fund GEN - General Fund  
Investments by Fund  
February 28, 2022**

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	09/01/2021	11,613.96	11,613.96	11,613.96	0.123	0.121	0.122		1
<b>Subtotal and Average</b>				<b>11,613.96</b>	<b>11,613.96</b>	<b>11,613.96</b>		<b>0.121</b>	<b>0.123</b>		<b>1</b>
<b>Texpool/Texpool Prime</b>											
500001	10008	Texpool	10/01/2017	17,235,868.33	17,235,868.33	17,235,868.33	0.063	0.062	0.063		1
500005	10010	Texpool	10/01/2017	0.00	0.00	0.00					1
500001A	10048	Texpool Prime	10/26/2018	16,225,117.42	16,225,117.42	16,225,117.42	0.114	0.112	0.113		1
<b>Subtotal and Average</b>				<b>33,460,985.75</b>	<b>33,460,985.75</b>	<b>33,460,985.75</b>		<b>0.086</b>	<b>0.088</b>		<b>1</b>
<b>TexStar</b>											
22210	10005	TexStar	10/01/2017	10,818,164.18	10,818,164.18	10,818,164.18	0.010	0.010	0.010		1
<b>Subtotal and Average</b>				<b>10,818,164.18</b>	<b>10,818,164.18</b>	<b>10,818,164.18</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	464.99	464.99	464.99	0.020	0.019	0.020		1
<b>Subtotal and Average</b>				<b>464.99</b>	<b>464.99</b>	<b>464.99</b>		<b>0.020</b>	<b>0.020</b>		<b>1</b>
<b>Bank Accounts/CD's int pd monthly</b>											
57696	10027	BBVA Treasury Mngmt Anal. Chkg	10/01/2017	2,762,053.05	2,762,053.05	2,762,053.05					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	7,388,192.05	7,388,192.05	7,388,192.05					1
172875624B	10082	East West Bank	01/28/2022	10,034,673.62	10,034,673.62	10,034,673.62	0.210	0.207	0.210	04/28/2022	206 58
<b>Subtotal and Average</b>				<b>20,312,726.04</b>	<b>20,312,726.04</b>	<b>20,312,726.04</b>		<b>0.102</b>	<b>0.104</b>		<b>29</b>
<b>Total Investments and Average</b>				<b>64,603,954.92</b>	<b>64,603,954.92</b>	<b>64,603,954.92</b>		<b>0.079</b>	<b>0.080</b>		<b>9</b>

**Belton ISD  
Cash Reconciliation Report  
For the Period February 1, 2022 - February 28, 2022  
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>											
02/28/2022	10081	DS	Interest	172250207D	5,011,309.98	EWB 5.0M 0.21% Mat. 04/27/2022	04/27/2022	0.00	807.39	0.00	807.39
02/28/2022	10081	DS	Interest	172250207D	5,011,309.98	EWB 5.0M 0.21% Mat. 04/27/2022	04/27/2022	-807.39	0.00	0.00	-807.39
<b>Subtotal</b>								<b>-807.39</b>	<b>807.39</b>	<b>0.00</b>	<b>0.00</b>
<b>General Fund</b>											
02/28/2022	10082	GEN	Interest	172875624B	10,032,826.32	EWB 10.0M 0.21% Mat. 04/28/2022	04/28/2022	0.00	1,616.41	0.00	1,616.41
02/28/2022	10082	GEN	Interest	172875624B	10,032,826.32	EWB 10.0M 0.21% Mat. 04/28/2022	04/28/2022	-1,616.41	0.00	0.00	-1,616.41
<b>Subtotal</b>								<b>-1,616.41</b>	<b>1,616.41</b>	<b>0.00</b>	<b>0.00</b>
<b>Total</b>								<b>-2,423.80</b>	<b>2,423.80</b>	<b>0.00</b>	<b>0.00</b>

**Belton ISD**  
**Interest Earnings**  
**Sorted by Fund - Fund**  
**February 1, 2022 - February 28, 2022**  
**Yield on Average Book Value**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Construction Funds</b>												
500007	10011	CON	RR2	615,391.16	615,361.38	615,362.44		0.063	0.063	29.78	0.00	29.78
500010	10070	CON	RR2	3,112,931.84	3,112,780.93	3,112,786.32		0.063	0.063	150.91	0.00	150.91
06216	10062	CON	RR5	1,018,917.63	1,101,570.48	1,056,048.51		0.010	0.010	8.10	0.00	8.10
98610	10031	CON	RR5	325,719.57	300,528.24	308,895.52				0.00	0.00	0.00
58524	10030	CON	RR5	6.93	6.93	6.93				0.00	0.00	0.00
<b>Subtotal</b>				<b>5,072,967.13</b>	<b>5,130,247.96</b>	<b>5,093,099.73</b>			<b>0.048</b>	<b>188.79</b>	<b>0.00</b>	<b>188.79</b>
<b>Fund: Capital Projects Fund</b>												
22689	10035	CP	RR5	146,054.08	146,054.08	146,054.08				0.00	0.00	0.00
<b>Subtotal</b>				<b>146,054.08</b>	<b>146,054.08</b>	<b>146,054.08</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund: Debt Service Funds</b>												
33330	10003	DS	RR3	569,411.09	569,406.51	569,406.67		0.010	0.010	4.58	0.00	4.58
57670	10033	DS	RR5	68,700.02	117,570.99	4,638,735.89				0.00	0.00	0.00
500004A	10041	DS	RR2	7,196,669.64	16,227,311.42	7,588,889.24		0.114	0.114	661.16	0.00	661.16
172250207D	10081	DS	RR5	5,012,261.53	5,011,454.14	5,011,482.98	04/27/2022	0.210	0.210	807.39	0.00	807.39
<b>Subtotal</b>				<b>12,847,042.28</b>	<b>21,925,743.06</b>	<b>17,808,514.78</b>			<b>0.108</b>	<b>1,473.13</b>	<b>0.00</b>	<b>20873.13</b>
<b>Fund: General Fund</b>												
500001	10008	GEN	RR2	17,235,868.33	24,647,117.88	20,891,597.58		0.063	0.062	987.44	0.00	987.44
22210	10005	GEN	RR3	10,818,164.18	10,818,078.04	10,818,081.12		0.010	0.010	86.14	0.00	86.14
6550003	10073	GEN	LA1	11,613.96	11,612.86	11,612.90		0.123	0.123	1.10	0.00	1.10
38955	10028	GEN	RR5	127,807.32	127,807.32	127,807.32				0.00	0.00	0.00
57696	10027	GEN	RR5	2,762,053.05	1,020,325.11	1,082,529.68				0.00	0.00	0.00
57661	10029	GEN	RR5	7,388,192.05	6,667,147.35	6,692,898.95				0.00	0.00	0.00
14903A	10001	GEN	RR4	464.99	464.98	464.98		0.020	0.028	0.01	0.00	0.01
500001A	10048	GEN	RR2	16,225,117.42	16,223,702.29	16,223,752.83		0.114	0.114	1,415.13	0.00	1,415.13
172875624B	10082	GEN	RR5	10,034,673.62	10,033,057.21	10,033,114.94	04/28/2022	0.210	0.210	1,616.41	0.00	1,616.41

**Belton ISD**  
**Interest Earnings**  
**February 1, 2022 - February 28, 2022**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
			Subtotal	64,603,954.92	69,549,313.04	65,881,860.29			0.081	4,106.23	0.00	4,106.23
			Total	82,670,018.41	96,751,358.14	88,929,528.87			0.085	5,768.15	0.00	5,768.15

Meeder Public Funds, Inc., dba Patterson & Associates is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data have been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

**Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.**

210

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**Patterson & Associates**  
Barton Oaks Plaza  
Building II  
901 S. MoPac, Suite 195  
Austin, TX 78746  
800.817.2442

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

**March 28, 2022**

**Item:** Gifts, Grants, and Bequests

**Contact Person:** Melissa Lafferty

**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  
March 28, 2022**

<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>
Carolyn K. Brown	Check	\$1,000	2.18.2022	BHS Theatre	Donation to BHS Musical
Mike Jensen	In-Kind	\$1,943	2.25.2022	LBHS	Catered Breakfast for staff on 2/22/22
Anonymous	Cash	\$400	3.3.2022	BHS Theatre	Donation to BHS Musical

**Belton Independent School District**  
**Board of Trustee Meeting Agenda Item**  
**March 28, 2022**

**Item:** Budget Amendment #5 for 2021-2022

**Contact Person:** Melissa Lafferty

**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**

Revenues

- **Local (5700): \$159,972**
  - \$159,972: Increase local revenue for insurance proceeds related to water damage

Expenditures

- **Instruction (11): \$155,000**
  - \$125,000: Purchase additional classroom furniture for anticipated enrollment growth
  - \$40,000: Purchase additional classroom items for Special Programs
  - (\$10,000): Redistribute funds to purchase additional staff furniture and supplies
- **Curriculum & Staff Development (13): (\$40,000)**
  - (\$40,000): Redistribute funds to purchase additional classroom items for Special Programs
- **School Leadership (23): \$10,000**
  - \$10,000: Purchase additional staff furniture due to new positions added for student growth
- **Facilities Maintenance & Operations (51): \$34,972**
  - \$159,972: Increase to repair Lake Belton High School related to water damage

- (\$125,000): Redistribute funds to purchase additional classroom furniture for anticipated enrollment growth

The net effect of these revenue and expenditure amendments to the general fund, in the aggregate, is zero.

### **School Nutrition Fund**

#### Revenues

- **Federal (5900): \$350,000**
  - \$350,000: Increased reimbursement rate from the federal government, and additional students dining in the cafeteria

#### Expenditures

- **School Nutrition (35): \$350,000**
  - \$350,000: Increase in expenses due to more meals served

The net effect of these revenue and expenditure amendments to the school nutrition budget, in the aggregate, is zero to fund balance.

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

Approve amendments as presented.

**2021-22 Budget Amendment Proposed For Adoption By The Board Of Trustees**  
**Belton ISD - March 28, 2022**

Function	General Fund			
	Original Adopted Budget	Previously Amended Budget	Summary of Proposed Amendments	Proposed Amended Budget
<b>REVENUES</b>				
Local	\$ 44,660,618		159,972	\$ 44,820,590
State	84,836,109		-	84,836,109
Federal	2,608,000		-	2,608,000
	<b>132,104,727</b>	<b>-</b>	<b>159,972</b>	<b>132,264,699</b>
<b>EXPENDITURES</b>				
11 Instruction	76,338,573	76,437,497	155,000	76,592,497
12 Library & Media Services	1,635,915	1,636,885	-	1,636,885
13 Curriculum & Staff Development	4,578,445	4,577,010	(40,000)	4,537,010
21 Instructional Leadership	2,233,110	2,248,166		2,248,166
23 School Leadership	8,005,019	8,063,976	10,000	8,073,976
31 Guidance and Counseling Services	6,106,773	6,110,558		6,110,558
32 Social Work Services	176,315	176,315		176,315
33 Health Services	2,295,465	2,299,901		2,299,901
34 Student Transportation	5,126,166	5,105,661		5,105,661
35 School Nutrition	-	-		-
36 Co-curricular Activities	5,943,297	5,947,745		5,947,745
41 General Administration	4,282,871	4,080,397		4,080,397
51 Facilities Maintenance & Operations	13,396,702	13,430,711	34,972	13,465,683
52 Security and Monitoring	1,489,746	1,498,346		1,498,346
53 Data Processing Services	4,794,740	4,799,040		4,799,040
61 Community Services	9,000	9,000		9,000
71 Debt Service	69,000	68,250		68,250
81 Facilities Acquisition & Construction	-	-		-
93 Payments to fiscal agent	-	-		-
95 Payments to JJAEP	15,000	15,000		15,000
97 Tax Increment	216,000	216,000		216,000
99 Other Intergovernmental Charges	645,000	636,679		636,679
<b>Total Expenditures</b>	<b>137,357,137</b>	<b>137,357,137</b>	<b>159,972</b>	<b>137,517,109</b>
<b>Revenues Over (Under) Expenditures</b>	<b>(5,252,410)</b>	<b>-</b>	<b>-</b>	<b>(5,252,410)</b>
Other Resources	-			
Other Uses	-			
<b>Budgeted/Estimated Change in Fund Balance</b>	<b>\$ (5,252,410)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (5,252,410)</b>

Budget amendments for these funds are required to be adopted by the Board of Trustees.

**2021-22 Budget Amendment Proposed For Adoption By The Board Of Trustees  
Belton ISD - March 28, 2022**

School Nutrition				
Function	Original Adopted Budget	Previously Amended Budget	Summary of Proposed Amendments	Proposed Amended Budget
<b>REVENUES</b>				
Local	\$ 1,100,000			1,100,000
State	43,000			43,000
Federal	5,700,000		350,000	6,050,000
	<b>6,843,000</b>	-	<b>350,000</b>	<b>7,193,000</b>
<b>EXPENDITURES</b>				
35 School Nutrition	6,843,000		350,000	7,193,000
<b>Total Expenditures</b>	<b>6,843,000</b>	-	<b>350,000</b>	<b>7,193,000</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**

**March 28, 2022**

**Item:** Expenditures over \$50,000

**Contact Person:** Melissa Lafferty

**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 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 your consideration:

1. Purchases for Belton New Tech @Waskow
  - a. Library Furniture from Perry Office Plus: The District solicited cooperative quotes for library furniture for Belton New Tech @Waskow (BNT@W) and wishes to purchase furniture from Perry Office Plus for up to \$140,000. Funding for these items will be paid using funds currently budgeted in the general fund.
  - b. Two Portable Buildings from Aries: Two portables are needed for classroom spaces at BNT@W. The District wishes to purchase the portables from Aries at a cost not to exceed \$223,000. Funding for the portables will be paid using funds currently budgeted in the general fund.
  - c. Field House Flooring from RFS Sports Flooring: The Athletic department wishes to purchase rubber flooring for the athletic facility at Wilson Kerzee for up to \$70,100. Funding for these items will be paid using funds currently budgeted in the general fund.
  - d. Lockers from Indeco K-12 Athletic Equipment: The Athletic department wishes to purchase lockers for up to \$60,300 from Indeco. The lockers will be installed in the athletic training facilities at BNT@W. Funding for these items will be paid using funds currently budgeted in the general fund.

2. Turf for Belton High School Football Field from FieldTurf USA, Inc.  
The Athletic department wishes to replace both end zones and the midfield logo at the Belton High School Stadium for up to \$126,000. Funding for this project will be paid using funds currently budgeted in the general fund.
3. Staff Technology Devices  
The Technology department wishes to purchase 150 new staff devices, including 120 Apple MacBooks, and 30 Dell laptops. In addition, peripheral equipment consisting of monitors, keyboards, and docking stations will be purchased, not to exceed \$200,000. Items will be purchased from the approved vendors Apple, Dell, and CDWG. Funding for these items will be paid using funds currently budgeted in the general fund.
4. Classroom Furniture Sets  
The Purchasing department wishes to purchase 13 additional classroom sets of furniture for anticipated growth projected for the fall of 2022-2023. Furniture will be purchased from the following approved vendors: Indeco, Lakeshore, Sam's Club, and Really Good Stuff in an amount not to exceed \$125,000. Funding for these items will be paid using funds currently budgeted in the general fund.

**Fiscal Implications:**

Perry Office Plus, Aries, RFS Sports Flooring, Indeco K-12 Athletic Equipment, FieldTurf USA, Inc., Apple, Dell, and CDWG, Lakeshore, Sam's Club, and Really Good Stuff will be paid with funds allocated in the 2021-2022 general fund budget.

**Administrative Recommendation(s):**

Approve the requested expenditures.

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

**March 28, 2022**

**Item:** RFP #2112-450-275 for Classroom Instructional Materials, Supplies and Equipment (Supplemental I)

**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 #2112-450-275 for Classroom Instructional Materials, Supplies and Equipment (Supplemental I) was posted on December 12, 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 form has been received and will be acknowledged on the Texas Ethics Commission website.

**Fiscal Implications:**

Funds for Classroom Instructional Materials, Equipment and Supplies (Supplemental I) are allocated in the annual budget.

**Administrative Recommendation(s):**

Approve the vendor list for Classroom Instructional Materials, Equipment and Supplies (Supplemental I). This contract will be effective from May 1, 2022 through April 30, 2023 and will automatically be extended for two (2) years, one (1) year at a time.

**Classroom Instructional Materials, Supplies  
and Equipment (Supplemental I)  
RFP #2112-450-275**

Academic Superstore (JourneyEd.com)  
Academy Global Learning  
Achieve3000  
American Band Accessories  
Bedford Freeman & Worth Publishing Group, LLC  
Blue Star Education (Teacher Created Resources)  
Carina Spanish  
Cengage Learning, Inc.  
Different Roads to learning, Inc.  
Don Johnston, Inc.  
Education Shed, Inc.  
Educators Depot, Inc.  
Forde-Ferrier, LLC  
Frog Street Press, LLC  
Great Minds PBC  
Hand2mind, Inc.  
Hobby Lobby Stores, Inc.  
Integral Mathematics, Inc.  
LilliWorks Active Learning Foundation  
Maitri Learning  
Maneuvering the Middle, LLC  
Mathspace  
Museum of Science  
Nearpod, Inc.  
Northern Speech Services  
NSTA- Nat'l Science Teachers Association  
Office Depot  
Okapi Educational Publishing, Inc.  
Oticon, Inc.  
Otter Graphics, Inc.  
PaperClip Media, Inc. dba The Parent Institute  
PAR, Inc. (Psychological Assessment Resources, Inc.)  
Pieces of Learning, Inc.  
Pro-Ed, Inc.  
Rethink Autism, Inc.  
Savvas Learning Company, LLC  
Scholastic, Inc.  
Social Studies School Service  
Southern Science Supply  
Studies Weekly, Inc.

Tangible Play, Inc.  
Texas Art Supply Company  
The Curriculum Center for Family and Consumer Sciences  
The Library Store, Inc.  
Therapy Shoppe, Inc.  
Thimble.io  
Thinking Nation  
Tobii Dynavox, LLC  
Tune In  
Uncharged Learning, NFP  
Valley Speech Language and Learning Center  
Vernier Software & Technology, LLC  
Visualz (C2Imaging, LLC)  
Wieser Educational, Inc.

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

**March 28, 2022**

**Item:** RFP #2112-150-274 for Athletic Equipment and Supplies (Supplemental III)

**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 #2112-150-274 for Athletic Equipment and Supplies (Supplemental III) was posted on December 12, 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 form has been received and will be acknowledged on the Texas Ethics Commission website.

**Fiscal Implications:**

Funds for Athletic Equipment and Supplies (Supplemental III) are allocated in the annual budget.

**Administrative Recommendation(s):**

Approve the vendor list for Athletic Equipment and Supplies (Supplemental III). This contract will be effective through March 31, 2023.

**Athletic Equipment and Supplies (Supplemental III)**  
**RFP #2112-150-274**

American Challenge Enterprises  
Athletic Supply, Inc.  
Clever Items, LLC  
Creative Designs  
Dynamic Fitness & Strength, LLC  
Educators Depot, Inc.  
Gilmer Gear  
Golf Team Products  
Oates Specialties, LLC  
Richey Athletics  
School Health Corporation  
Sports Imports, Inc.  
Trinity Enterprise Group, LLC

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

***March 28, 2022***

**Item:** RFP #2202-400-278 for Classroom Furniture (Belton New Tech HS)

**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 #2202-400-278 was published on February 16, 2022 for the solicitation of Classroom Furniture for Belton New Tech HS. Belton ISD intends to award to multiple vendors based on best price per line item as deemed in the best interest of the District. The Administration recommends the Board approve a not-to-exceed amount of \$219,000 for these purchases. 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 these purchases are allocated in the general budget.

**Administrative Recommendation(s):**

Approve vendors Indeco Sales, School Specialty, Perry Office Plus and Learning Environments for selected line items from their proposal submissions.

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

**March 28, 2022**

**Item:** Designation of Signatories for First Public/LoneStar Government Pool Investment Accounts

**Contact Person:** Melissa Lafferty

**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:**

First Public/LoneStar is one of the District's local government investment pools. Investment pools have been used as the primary investment for District funds. Melissa Lafferty will be added as an authorized representative, in addition to Dr. Matthew Smith and Kerri Pridemore who are currently authorized.

**Fiscal Implications:**

As personnel in the District change, the list of authorized representatives for the pool is updated so that the District will have ready access to its funds. First Public/Lone Star requires Board approval to add the investment representative.

**Administrative Recommendation(s):**

Approve addition of authorized representative for First Public/LoneStar local government investment pool.

**Authorized Representative Add Form**

Name of Participant \_\_\_\_\_ Participant Number \_\_\_\_\_

**Addition of Authorized Representative**

In order to either (i) carry out the role of Investment Officer for the Participant or (ii) aid the Investment Officer of the Participant in the execution of his or her duties pursuant to Texas Government Code, Section 2256.003(c), as the case may be, the following officers, officials, employees, or contractors of the Participant are hereby designated as Authorized Representatives within the meaning of the Investment Agreement (Agreement). These designated Authorized Representatives have full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant’s Lone Star Investment Pool (Lone Star) account from time to time in accordance with the Agreement and the Information Statement, and take all other actions deemed necessary or appropriate for the investment of local funds of the Participant:

	Rep #1	Rep #2	Rep #3
Printed Name	_____	_____	_____
Title	_____	_____	_____
E-mail address	_____	_____	_____
Signature	_____	_____	_____

In accordance with Lone Star procedures, an Authorized Representative shall promptly notify Lone Star of any changes in who is serving as Authorized Representative.

In addition to the foregoing Authorized Representatives, each Investment Officer of Lone Star appointed by the Lone Star Board of Trustees from time to time is hereby designated as an Investment Officer of the Government Entity and, as such, shall have responsibility for investing the share of Lone Star assets representing local funds of the Government Entity.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.**

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
*Printed Name, Board President*

\_\_\_\_\_  
*Printed Name, Board Secretary*

State of Texas,

County of \_\_\_\_\_

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to  
*(name of notary)* *(name of President and Secretary)*

me (or proved to me on the oath of \_\_\_\_\_) or through \_\_\_\_\_ to be the person(s)  
*(person providing oath)* *(identification item)*

whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Personalized Seal)

\_\_\_\_\_ 226 \_\_\_\_\_

*Notary Public's Signature*

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

**March 28, 2022**

**Item:** Designation of Signatories for TexPool Government Investment Pool Accounts

**Contact Person:** Melissa Lafferty

**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:**

TexPool is one of the District's local government investment pools. Investment pools have been used as the primary investment for District funds. Melissa Lafferty will be added as an authorized representative in addition to Dr. Matthew Smith and Kerri Pridemore who are currently authorized.

**Fiscal Implications:**

As personnel in the District change, the list of authorized representatives for the pool is updated so that the District will have ready access to its funds. TexPool requires Board approval to add the investment representative.

**Administrative Recommendation(s):**

Approve addition of authorized representative for TexPool local government investment pool.



# Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

## \* Required Fields

### 1. Resolution

WHEREAS,

Belton ISD

Participant Name\*

77073

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Dr. Matthew Smith Superintendent

Name Title

2542152000 2542152001 matt.smith@bisd.net

Phone Fax Email

Signature

2. Melissa Lafferty Chief Financial Officer

Name Title

2542152006 2542152008 melissa.lafferty@bisd.net

Phone Fax Email

Signature

3. Kerri Pridemore Director of Finance

Name Title

2542152012 2542152008 kerri.pridemore@bisd.net

Phone Fax Email

Signature

**1. Resolution (continued)**

4.    
 Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

See additional Authorized Representative for inquiry noted on additional form.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the  day of , .

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

Name of Participant\*

**SIGNED**

Signature\*

Printed Name\*

Title\*

**ATTEST**

Signature\*

Printed Name\*

Title\*

**2. Mailing Instructions**

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services  
1001 Texas Avenue, Suite 1150  
Houston, TX 77002



Additional Inquiry Authorized Representative noted below.

# Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

**\* Required Fields**

## 1. Resolution

WHEREAS,

Belton ISD

Participant Name\*

77073

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.    
 Name Title  
    
 Phone Fax Email  
  
 Signature

2.    
 Name Title  
    
 Phone Fax Email  
  
 Signature

3.    
 Name Title  
    
 Phone Fax Email  
  
 Signature

## 1. Resolution (continued)

4.    
Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the  day of ,  20 .

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

Name of Participant\*

### SIGNED

Signature\*

Printed Name\*

Title\*

### ATTEST

Signature\*

Printed Name\*

Title\*

## 2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services  
1001 Texas Avenue, Suite 1150  
Houston, TX 77002

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

***March 28, 2022***

**Item:** Resolution Authorizing Signatories to Conduct Banking Transactions for the District

**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:**

Pursuant to provisions of Chapter 45, Subchapter G of the Texas Education Code (TEC), the District has PNC Bank 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, Melissa Lafferty, 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 designating the District authorized signers.

**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 28th day of March, 2022, 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***

***March 28, 2022***

**Item: Resolution Designating District Investment Officers**

**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:**

In accordance with Chapter 2256 of the Government Code, the responsibility for approving the investment policy resides with the trustees of the ISD. The District's investment policy CDA(LOCAL) states that, "The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures." This policy also requires an annual reporting of investment activity.

The attached resolution authorizes Melissa Lafferty, Chief Financial Officer, and Kerri Pridemore, Director of Finance, to perform required investment related duties. On a regular basis the investment officers will monitor and track credit ratings assigned to investments held by the District.

**Fiscal Implications:**

The resolution names the individuals by position who will be working with District investments and acting as investment officers.

**Administrative Recommendation(s):**

Approve the resolution designating the District investment officers.

**RESOLUTION OF THE BOARD**  
**DESIGNATING INVESTMENT OFFICERS**

**WHEREAS**, School District policy CDA(LOCAL) states that the Superintendent or other person designated by Board resolution shall serve as investment officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures.

**NOW THEREFORE BE IT RESOLVED** that Melissa Lafferty, Chief Financial Officer, and Kerri Pridemore, Director of Finance, be designated as investment officers of the District and including no one not so designated in this resolution.

**ADOPTED** this 28th day of March, 2022, 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**

**March 28, 2022**

**Item:** Interlocal Participation Agreement between Belton ISD and the TASB Risk Management Fund

**Contact Person:** Melissa Lafferty

**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 Interlocal Participation Agreement (IPA) between Belton ISD and the TASB Risk Management Fund (Fund) has been amended by the Fund and will replace the current IPA starting May 1, 2022. The IPA is the foundational agreement by which Belton ISD joined the Fund. It was last amended in 2012.

The updates to the IPA focus on three areas: 1) clarity of purpose and meaning, 2) updates to fund member duties and obligations, and 3) revisions to the dispute resolution provisions.

The IPA must be approved through Board action, signed by an authorized administrator, and returned to the Fund to continue coverage.

**Fiscal Implications:**

Continued insurance coverage for the district.

**Administrative Recommendation(s):**

Approve the Interlocal Participation Agreement between Belton ISD and the TASB Risk Management Fund as amended and authorize the Superintendent to execute the agreement.

## TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

### TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
  - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
  - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
  - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
    - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
    - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

## 5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

## 8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

## 11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
  - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
  - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

**Waiver and Estoppel.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

**Assignment.** This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org). The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
  - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
  - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
  - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
  - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Belton ISD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Dr. Matthew Smith

Date approved by Fund Member's Board of Trustees: March 28, 2022

**For TASB Risk Management Fund Use Only**

**For TASB RISK MANAGEMENT FUND:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chair, TASB Risk Management Fund Board of Trustees



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

**March 28, 2022**

**Item:** Resolution Concerning Payments to District Employees During Emergency Closure Due to Inclement Weather and Reduction in Educator Required Days of Service

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

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

**Background Information:**

On February 24, 2022, BISD facilities were closed due to inclement weather. Per policy DEA(LOCAL), adopting a resolution will allow all employees to be paid for these closures serving the purpose of maintaining morale and retention of employees, providing equity between employees who did not work and employees who provided emergency-related services during closure, and also recognizing the services of essential staff. In addition, the resolution reduces the required number of service days for a teacher with no impact to pay.

**Fiscal Implications:**

N/A

**Administrative Recommendation(s):**

Approve the resolution concerning payments to District employees during emergency closure due to inclement weather as presented.

**RESOLUTION OF THE BOARD OF TRUSTEES OF BELTON  
INDEPENDENT SCHOOL DISTRICT CONCERNING PAYMENTS TO DISTRICT  
EMPLOYEES DURING EMERGENCY CLOSURE DUE TO INCLEMENT WEATHER  
AND REDUCTION IN EDUCATOR REQUIRED DAYS OF SERVICE**

WHEREAS the Belton Independent School District was closed on February 24, 2022 due to an emergency caused by inclement weather;

WHEREAS the Belton ISD Board of Trustees acknowledges that during an emergency closing, most District employees are instructed not to report for work, and other employees may be called upon to provide emergency-related services;

WHEREAS employees who are instructed not to report to work may suffer a loss of pay unless the workdays are made up at a later date;

WHEREAS a need exists to address wage payments for employees who are idled and for employees who are required to work during emergency closings;

WHEREAS, the Board determines there is a public purpose served and a benefit to Belton ISD to demonstrate support for its employees, enhance employee morale, and support retention of employees;

WHEREAS, the Board further determines that compensating all employees of Belton ISD at their regular hourly or daily rate of pay, according to the duty schedule they otherwise would have worked during the time the District was closed, serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen; and

WHEREAS the Board further determines that continuing wage payments to all employees, contractual and noncontractual, salaried and non-salaried, who suffer a loss in pay due to an emergency closing, serves the public purposes;

WHEREAS, certain nonexempt employees were requested by their supervisors to work and perform various duties to support Belton ISD while it was closed February 24, 2022;

WHEREAS, the Board determines that paying nonexempt employees who were called on to work during the emergency closing due to inclement weather both (1) their regular rate for actual hours worked, plus (2) their regular rate of pay according to the duty schedule they otherwise would have worked that day, serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff;

WHEREAS, Texas Education Code Section 21.401(c-1) provides that, if a district anticipates providing less than 180 days of instruction for students during a school year, as indicated by the district's academic calendar, the district may reduce the number of days of educator service required proportionately; and

WHEREAS, the District anticipates providing 170 days of instruction for students for the 2021-2022 school year.

**NOW THEREFORE BE IT RESOLVED**

1. All the above paragraphs are incorporated into and made a part of this resolution.
2. The Board authorizes wage payments to all employees, at their regular hourly or daily rate of pay, according to the duty schedule they otherwise would have worked on February 24, 2022 when the District was closed due to an emergency caused by inclement weather.
3. The Board further authorizes wage payments, in addition to those in Paragraph 2 above, to nonexempt employees who were required to work during the emergency closures equal to their regular hourly or daily rate of pay for actual hours worked on February 24, 2022.
4. The minimum number of days of educator service is reduced to 184, pursuant to Texas Education Code Section 21.401(c-1).
5. The above Resolution is passed and adopted the 28<sup>th</sup> day of March, 2022, by the Board of Trustees.

Approved the 28th day of March, 2022.

By \_\_\_\_\_  
Jeff Norwood, President  
Belton ISD

Attest:

By \_\_\_\_\_  
Manuel Alcozer, Secretary  
Belton ISD

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

**March 28, 2022**

**Item:** Memorandum of Understanding with Texas College Bridge for Development of College Preparatory Mathematics and Language Arts Courses

**Contact Person:** Amy Armstrong

**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 College Bridge is a learning platform for students enrolled in College Prep Math. This curriculum differentiates for each student and allows them to work at their own pace. Upon successful completion, students will earn credit for the college prep course as well as a CCMR indicator for A-F accountability. Additionally, students will earn TSI exemption at one of the more than 40 participating institutes of higher education. Texas College Bridge is free through June 2024 and part of the Texas COVID Learning Acceleration Supports.

**Fiscal Implications:**

None

**Administrative Recommendation(s):**

Approve the agreement as presented.

**MEMORANDUM OF UNDERSTANDING  
FOR  
DEVELOPMENT OF COLLEGE PREPARATORY  
MATHEMATICS AND LANGUAGE ARTS COURSES**

This Memorandum of Understanding (“MOU”) is entered as of June 8, 2020 (the “Effective Date”) by and between the independent school districts and charter schools across Texas who elect to participate in the Texas College Bridge program (each a “school district”) and the institutions of higher education listed below (each an “institution of higher education”):

- Dallas County Community College District (“DCCCD”)<sup>1</sup>
- The University of North Texas
- The University of North Texas at Dallas
- Texas A&M University at Commerce
- Texas Woman’s University

The school districts and the institutions of higher education may hereafter be referred to individually as “Party” and collectively as “Parties.”

**WHEREAS**, pursuant to Texas Education Code (“TEC”) Section 28.014, each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts;

**WHEREAS**, regional independent school districts and charter schools and institutions of higher education in the region recognized a joint opportunity to create seamless pathways for students to enter into college level work in mathematics and English Language Arts without further remediation; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above listed Parties, intending to be legally bound, agree as follows:

1. **Scope of Services.** The Parties agree to collaborate to develop and maintain college preparatory mathematics and English language arts courses that meet the terms of this MOU as outlined below in the Support and Services portion of this MOU.

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<sup>1</sup> During the Term of the MOU, it is anticipated that the DCCCD will receive approval from its accreditor to change from a junior college district comprised of seven (7) separately accredited institutions to a singly accredited institution. In connection therewith, and effective upon such accreditor approval, the DCCCD Board of Trustees has approved and authorized a change of name for the DCCCD to “Dallas College.” This change of name shall only effect a change of name for the DCCCD and all rights and obligations of the parties to the MOU are unaffected by the name change. There shall be no creation of a new entity, nor any transfer of assets, rights or obligations of the DCCCD to a new entity as a result of this name change and the DCCCD acknowledges and agrees that the change of name shall in no way affect its legal liabilities or obligations under the MOU. The DCCCD shall fully honor said legal obligations or commitments as if they had originally been made in the name of Dallas College. Upon the effective date of any name change, the DCCCD shall undertake to file all appropriate documentation with any governmental authority to memorialize the name change.

- 2. Term.** This MOU shall begin on the Effective Date and continue for a period of five years, ending on June 8, 2025. Any Party may terminate its membership in this MOU, without cause, upon at least thirty (30) calendar days prior written notice to the other Parties, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the Parties.
  
- 3. Support and Services.** The Parties agree to the following respective duties and responsibilities:
  - A.** Each institution of higher education agrees:
    - i.** To share data and provide feedback regarding student success in entry-level college mathematics and English language arts courses;
    - ii.** To train advisors to recognize and honor course(s) on school district transcripts;
    - iii.** To ensure that students are counseled directly into college level mathematics, English language arts, and all other courses that require mathematics and English language arts college readiness;
    - iv.** To assist in supporting course goals, objectives and criteria for student mastery in accordance with state guidelines;
    - v.** To provide input on common assessment tasks for each course;
    - vi.** To review course outcomes, content, exams, and other program elements; and
    - vii.** To exempt students in accordance with TEC 51.338.
  
  - B.** Each school district agrees:
    - i.** To provide qualified instructors for the courses being taught;
    - ii.** To identify students who are not college ready in accordance with Section 28 of the TEC;
    - iii.** To provide professional development and resources required to teach the mathematics and English language arts courses;
    - iv.** To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;
    - v.** To provide rigorous instructional lessons aligned to the personalized needs of students and college readiness outcomes, and to implement the model with fidelity;
    - vi.** To administer personalized and aligned assessments for each course;
    - vii.** To follow mutually agreed upon protocols for determining successful completion; and
    - viii.** To provide assistance with college enrollment and financial aid applications.
  
  - C.** Students will be supported by school district personnel trained to help guide students to demonstrate agreed upon learning outcomes. The Parties agree to use the college readiness systems provided by Ed Ready (NROC), along with assessments, to provide students with a personalized intervention plan through the agreed upon intervention tools provided by Ed Ready. Each Party will be responsible for securing its own contractual arrangements and services from Ed Ready necessary to facilitate their performance under this MOU.

4. **No Exchange of Funds.** There will be no exchange of funds between Parties unless otherwise agreed by the Parties in writing. Each Party will arrange for funding to discharge its respective responsibilities. The ability of the Parties to carry out their responsibilities under this MOU is subject to their respective funding procedures and the availability of appropriated and/or allocated funds. Should a Party encounter budgetary constraints in the course of its performance of this MOU that may affect the activities to be carried out under this MOU, that Party will notify and consult with the other Party(ies) in a timely manner.

5. **FERPA.**

A. To the extent the Parties, in connection with their respective performances hereunder, exchange, or otherwise have access to, the educational records of students (“Educational Records”) protected or made confidential by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and the regulations promulgated thereunder, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), each Party designates the other as a “School Official” with “Legitimate Educational Interests” in; and the Parties acknowledge and agree that for the purposes of this MOU, it will be designated as a “School Official” with “Legitimate Educational Interests” in such Educational Records. As a “School Official” with “Legitimate Educational Interests,” as those terms have been interpreted by the U.S. Department of Education under FERPA, the Parties agrees to abide by the limitations and requirements imposed by 34 C.F.R. § 99(a) on School Officials. The Parties further agrees to maintain such Educational Records in accordance with the requirements of FERPA. The Parties agree to regard all Educational Records as confidential and shall not disclose such Educational Records to any third party, except as permitted or required by this MOU, required by law, or as otherwise authorize by the Parties, as appropriate, in writing.

B. To the extent the Parties, in connection with their respective performances hereunder, exchange, or otherwise have access to, personally identifiable student information (“PII”) from an Educational Record, each Party agrees to comply with all provisions of FERPA and Texas law as they apply to PII, and to use such PII pursuant to this MOU and in compliance with the terms and conditions of this MOU and only for such purposes as may be authorized in this MOU. As used in this Section, PII means that student information identified as such in FERPA 20 U.S.C., Sec 1232g and specifically in the definition of "Personally Identifiable Information" in 34 C.F.R. 99.3. Only authorized officers and employees of the Parties with a legitimate interest in PII as delineated by the parameters of this MOU shall view and have access to PII information. The Parties understand that PII from Educational Records is confidential and cannot be redisclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The Parties shall not redisclose PII in any way that causes a breach in confidentiality.

6. **Non-Compliance.** Notwithstanding any provision herein to the contrary, any Party does not comply with any part of this MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice, this MOU may be terminated immediately upon written notice as set forth in Section 7 of this MOU.

7. **Notice.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

**If to Dallas County Promise:**

Kristyn Edney  
Director of College Readiness & Success  
Dallas County Promise  
3800 Maple Dr., Suite 800  
Dallas, TX 75219

**If to an institution of higher education:**

Notice and communication shall be addressed to the signatory for the Party listed on the separate signature page attached hereto

8. **Amendment and Modification.** No modification, amendment or waiver of the provisions of this MOU shall be effective unless in writing and signed by both Parties.
9. **Counterparts:** This MOU may be signed in any number of separate counterparts, no one of which need contain all of the signatures of the Parties, and as many of such counterparts as shall together contain all of the signatures of the Parties shall be deemed to constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.
10. **Signatory Approval:** The undersigned Parties represent and warrant that they are duly authorized and have the legal capacity to execute and deliver this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of the MOU and the performance of such Party's obligations hereunder have been duly authorized. By signing this MOU, each Party binds themselves to the faithful performance of their respective obligation set forth herein. It is mutually understood that this MOU becomes effective between the Parties on the Effective Date set forth above.

**[Separate Signature Page Attached]**



**MEMORANDUM OF UNDERSTANDING  
FOR  
DEVELOPMENT OF COLLEGE PREPARATORY  
MATHEMATICS AND LANGUAGE ARTS COURSES**

**Institution of Higher Education Representatives:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Institution Name: \_\_\_\_\_

Fill out and email to [TexasCollegeBridge@tea.texas.gov](mailto:TexasCollegeBridge@tea.texas.gov)

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

**March 28, 2022**

**Item:** Temple ISD Regional Day School Program for the Deaf Shared Services Arrangement Agreement

**Contact Person:** Jennifer Ramirez

**Presented for:**  Action     Report Only

**Supporting Documents:**     None     Attached     Provided Later

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**District Goal or Objective Addressed:**

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD vision.

**Background Information:**

Districts in the surrounding areas, to include Belton ISD, are members of a Shared Service Agreement (SSA) with Temple ISD to cooperatively operate their special education programs under the authority of Education Code Section 29.007 as the TEMPLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (TRDSPD). In this SSA, Temple ISD provides legally required special education and related services to eligible students with hearing impairments in the Belton district.

**Fiscal Implications:**

Belton ISD will pay Temple ISD for the services provided by the TRDSPD to eligible students in Belton ISD as agreed upon in the shared services agreement.

**Administrative Recommendation(s):**

Approve the attached SSA as presented.

# TEMPLE INDEPENDENT SCHOOL DISTRICT REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

ACADEMY INDEPENDENT SCHOOL DISTRICT, BELL COUNTY SPECIAL EDUCATION COOPERATIVE ( Bartlett Independent School District, Holland Independent School District, Troy Independent School District, and Rogers Independent School District), BELTON INDEPENDENT SCHOOL DISTRICT, GATESVILLE INDEPENDENT SCHOOL DISTRICT, HEART OF TEXAS COOPERATIVE FOR EXCEPTIONAL CHILDREN (Bruceville-Eddy Independent School District, Crawford Independent School District, McGregor Independent School District, Moody Independent School District, Oglesby Independent School District, and Valley Mills Independent School District), SALADO INDEPENDENT SCHOOL DISTRICT, and TEMPLE INDEPENDENT SCHOOL DISTRICT (Member Districts) hereby agree to cooperatively operate their special education programs as the TEMPLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (“TRDSPD”). Member Districts agree that:

## 1. General Covenants and Provisions

- 1.1. The purpose of this Agreement is to create a cooperative agreement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments in the TRDSPD catchment area. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the TRDSPD, subject to the ARD committee recommendations.
- 1.2. The Member Districts do not intend, by entering this agreement, or otherwise, to create a separate or additional legal entity.
- 1.3. The TRDSPD’s administrative offices will be located in the assigned Fiscal Agent district (currently Temple Independent School District in Temple, Texas).
- 1.4. The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; and the TRDSPD procedures approved by all Member Districts.
- 1.5. Policies and/or operating guidelines inconsistent with the provisions herein shall be ineffective.
- 1.6. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 *et seq.*, 34 CFR Part 300, the Texas Education Code, Chapters 29 and 30 and the Texas Administrative Code, 19 TAC 89.1001 *et seq.* Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, DHH or Deaf and Hard of Hearing, Eligibility Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act and ARD or Admission, Review, and Dismissal Committee.

## **2. Management**

- 2.1. The TRDSPD shall be governed by the Management Board comprised of the Special Education Directors/Coordinators for the participating Member Districts or their designees. Such Management Board will meet as needed, at least annually, to review the administration and operation of the shared services agreement. Special Education Directors/Coordinators will keep their respective Member District boards advised of the Management Board's activities.
- 2.2. The TRDSPD, through its Board-approved budget and the authority of the Fiscal Agent, may purchase goods and services necessary to administer and operate the TRDSPD.
- 2.3. The Special Education Director of the Fiscal Agent District shall serve as the Chairperson of the TRDSPD Board and shall preside over any meetings of the TRDSPD Board.
- 2.4. The Management Board shall elect a Secretary. The Secretary will record and prepare the minutes of each Board meeting and retain the relevant records in a safe place.
- 2.5. Each member of the Management Board shall have one vote, and all action taken shall be by majority vote with a quorum present.
- 2.6. Special meetings may be called by the Chairperson. Members of the Management Board may submit requests for special meetings to the Chairperson. The Chairperson shall regularly schedule board meetings, of which there shall be at least one (1) per school year.
- 2.7. Any non-member independent school district may request to obtain educational services from the TRDSPD by making such request in writing to the Management Board and agreeing in writing to be responsible for all charges incurred for any services provided at the customary and usual rates charged by the TRDSPD. The Management Board is authorized to make decisions regarding the approval and dismissal of non-member requests. Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement include, but are not limited to: (1) the type of services needed; (2) whether additional TRDSPD staff will have to be employed or engaged to serve the student; (3) whether the non-member LEA is a member of any other shared services arrangement; (4) whether the non-member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of such student to TRDSPD as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by TRDSPD in providing educational services to such student; and (7) whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by such student or his or her parents.
- 2.8. Requests for membership in the TRDSPD shared services arrangement will be approved based on a majority vote of the TRDSPD Board.
- 2.9. The TRDSPD Board may, by majority vote of its membership, revoke the membership of a Member District for non-compliance with the terms of the Agreement or for non-compliance with the policies and procedures of the TRDSPD. A District whose membership is revoked is not entitled to any distribution of funds or property.

## **3. Personnel**

- 3.1. The chief administrator of the TRDSPD will be the Fiscal Agent's Special Education Director. The Director shall serve under a contract with the Fiscal Agent District and be subject to the personnel policies of the Fiscal Agent District.
- 3.2. The Fiscal Agent District is responsible for employing and dismissing both centralized and itinerant staff as determined by the general policies of the Fiscal Agent District. Member District input regarding employee performance will be considered.
- 3.3. Any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent.
- 3.4. The Special Education Director of each Member District shall serve as deputy officers for public records for purposes of the Texas Public Information Act and the Local Government Records Act for matters pertaining to the district each deputy represents.
- 3.5. Personnel assigned to a Member District, with Management Board approval, shall serve under contract to that district and are subject to that district's personnel policies. Personnel who serve more than one Member District, (itinerant personnel) must be employed by one Member District, and serve other Member Districts with Management Board approval, but remain subject to the personnel policies of the employing Member District.
- 3.6. Each Member District shall be responsible for adopting a salary schedule for program personnel assigned to said district. The TRDSPD shall provide funding for salaries in accordance with the TEA Funding schedule and to the extent such funding allows.
- 3.7. TRDSPD personnel (consultants) are assigned to provide district services to eligible students who reside within the boundaries of the Member Districts. Consultants are employed by and serve under contract to the Fiscal Agent and are subject to the Fiscal Agent policies.

#### **4. Fiscal Agent**

- 4.1. TEMPLE INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent of the TRDSPD. TEMPLE INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.
- 4.2. Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Temple ISD Board. The Fiscal Agent shall provide accounting services, reports, TRDSPD records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by TRDSPD staff.
- 4.3. The Fiscal Agent will account for salaries and expenses of personnel, TRDSPD operating expenses, IDEA-Part B funds, Elementary and Secondary Education Act funds, and any other funding received for the purpose of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all TRDSPD staff.
- 4.4. The Fiscal Agent will prepare and submit, on behalf of the TRDSPD, any reports or applications required by federal or state law or Temple ISD policy, including fiscal reporting through PEIMS 032 and 033 records.
- 4.5. The Fiscal Agent may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require ADA compliance by each service provider, when necessary or required by law.

- 4.6. Any assets purchased with TRDSPD funds will be owned by the TRDSPD. Any assets owned by a Member District and provided for the use of TRDSPD student(s) shall remain the property of the Member District.
- 4.7. The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the TRDSPD by January 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit for the TRDSPD's accounts, the transfer of the Fiscal Agent status will become effective July 1.
- 4.8. Should the Fiscal Agent cease to serve, for any reason, the TRDSPD Management Board will appoint another Member District as Fiscal Agent.

## **5. General Obligations for Member Districts**

- 5.1. Member Districts agree that funds assessed under TRDSPD policies or other legal requirements will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent.
- 5.2. Costs of residential placement for any student shall be the sole responsibility of the Member District legally required to provide residential placement services, with no joint liability of Member Districts.
- 5.3. Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the TRDSPD operations.
- 5.4. Should a Member District elect to terminate any or all services provided by the TRDSPD, written notice shall be provided to the Fiscal Agent by December 1 of the prior year. Request for reinstatement of services shall be submitted by December 1 of the year prior to reinstatement. Upon full withdrawal, the Member District shall return any materials or equipment purchased with TRDSPD funds to the TRDSPD administrative offices. The withdrawing District is not entitled to any other distribution of funds or property.
- 5.5. All Member Districts must provide a PEIMS 011 record as required by the Texas Education Agency.
- 5.6. Member Districts are ultimately responsible for the education of all students with auditory impairments within its district boundaries whether the child is served in the local program, the TRDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. The Member District will also be responsible for conducting diagnostic and evaluation services if the student receives deaf education and instruction on an itinerant basis from the Member District. Deaf instruction and services will be provided by the Temple ISD RDSPD.
- 5.7. Each Member District shall be responsible for the employment of interpreters or classrooms aids serving deaf or hard of hearing students attending school in the Member District.
- 5.8. Assistive technology devices will be purchased for students attending the TRDSPD if such devices have been identified by the student's ARD committee as necessary for the provision of a free appropriate public education to the student. The TRDSPD will work with Member Districts to support the evaluation and identification of assistive technology for students receiving services in the Member District. If the TRDSPD has appropriate assistive technology equipment to lend to a Member District, the Member District may apply for such equipment in accordance with TRDSPD procedures. If assistive technology equipment is not available through the TRDSPD, it is the Member District's responsibility to purchase assistive technology to meet the student's needs.

## **6. Fiscal Practices**

- 6.1. Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the TRDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among the Member Districts based on the number of students being served by the TRDSPD from each Member District. The number of students being served will be determined by the October PEIMS count of the current school year.
- 6.2. Shortfall/uncontrollable costs will be billed to Member Districts by April 15 of the current school year and shall be divided among the Member Districts based on the number of students being served by the TRDSPD from each Member District. Each Member District shall remit these costs to the TRDSPD June 1 of the current school year.
- 6.3. Member Districts' students who transfer into the TRDSPD after the October PEIMS count will not be charged for that student's attendance for the remainder of the school year. Similarly, the home districts of students who transfer out of the TRDSPD after the October PEIMS count will not be reimbursed for that student's attendance fee.
- 6.4. Member Districts will be notified in writing when the estimated entitlement figures are known by the Texas Education Agency, if excess costs are to be charged back to Member Districts and what the maximum total of their shared costs are estimated to be.
- 6.5. A Member District shall not be responsible for any costs associated with the TRDSPD unless such Member District has a student receiving services from the TRDSPD.
- 6.6. Districts with students receiving itinerant services through the TRDSPD shall remit state deaf funds to the Fiscal Agent district. Member Districts whose students are served in the Temple Independent School District shall remit to the Temple Independent School District state and federal deaf funds, as well as ADA.
- 6.7. The TRDSPD's accounts will be audited annually by the independent auditor for the Fiscal Agent at Fiscal Agent's expense.

## **7. Educational Services**

- 7.1. The TRDSPD shall provide educational services to students who meet the conditions to qualify as auditory impaired and who attend TRDSPD. The services will be provided along a continuum, ranging from total integration into general education with supportive services to full-day specialized classes. Services may include deaf education instruction and support, and mainstream support, as well as necessary services for the student's participation in school sponsored extracurricular activities. Diagnostic and evaluation services shall be provided by the TRDSPD only for students in attendance at the TRDSPD.
- 7.2. Related services shall be provided in accordance with state and federal rules and regulations governing special education. The ARD committee shall determine student needs and appropriate related services. Related services not directly related to auditory impairment (for example, counseling, physical therapy) shall be the responsibility of the student's home district.
- 7.3. The Fiscal Agent District will provide related services to Medicaid-eligible students attending the TRDSPD, assuming proper consent for Medicaid services has been obtained from the parent. Otherwise, the Member District responsible for the student must

reimburse the Fiscal Agent District for any related services provided to the student by the Fiscal Agent District.

## **8. Legal Responsibilities**

- 8.1. Except as otherwise provided herein, the Member District wherein the student is enrolled shall be solely responsible for the provision of a Free Appropriate Public Education (“FAPE”).
- 8.2. The Member District where a student resides is responsible for legal costs, court costs, and attorney’s fees resulting from litigation involving that student.
- 8.3. If the TRDSPD or the Fiscal Agent is named a party in a legal action as a result of its involvement as or with the TRDSPD, all costs associated with the TRDSPD or the Fiscal Agent’s legal defense, settlement, and/or judgment shall be paid by the student’s home Member District.
- 8.4. Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the District has a contract or with whom the District has an employment relationship. All hearings related to the employee grievances, terminations, or nonrenewals of TRDSPD staff members will be held in accordance with the policies of the Fiscal Agent.
- 8.5. The legal responsibilities stated herein shall survive the expiration of the contract should litigation arise from events that occurred during the term of the contract.
- 8.6. The Member Districts agree to negotiate in good faith to resolve any dispute related to this Agreement. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services based upon an equal split between the parties.
- 8.7. Each Member District bears its own risk of loss. “Loss” includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of damages, court costs, attorneys’ fees, and settlement costs.
- 8.8. Each Member District will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

## **9. Transportation**

- 9.1. Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.
- 9.2. It is agreed that in the event a student’s placement in the Texas School for the Deaf (TSD) is requested by a Member District and granted by the student’s ARD Committee, then any and all transportation costs will be the responsibility of the Member District where the student resides.

## **10. Dissolution**

- 10.1. Dissolution of the TRDSPD will require the affirmative vote of a majority of the Member Districts. Upon dissolution, unexpended federal funds contributed by a Member District shall be returned to that Member District. Any assets owned by a Member District and provided for the use of TRDSPD student(s) shall remain the property of the Member District and shall be returned upon dissolution. All property purchased with TRDSPD

funds will become the property of the successor RDSPD to which services will transfer at the time of dissolution. If there is no successor RDSPD, assets will be distributed to Member Districts on a fair and equitable basis agreed upon at the time of dissolution. The dissolution will take effect at the end of the fiscal year in which the vote to dissolve passes.

## **11. The Agreement**

- 11.1. This Agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this Agreement.
- 11.2. This Agreement will supersede all previous agreements among the parties in relation to the operation of the TRDSPD and responsibilities under any prior TRDSPD agreement.
- 11.3. This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.
- 11.4. This Agreement is governed by the laws of the State of Texas.
- 11.5. If any provision of the Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of the Agreement will remain in effect.
- 11.6. Citations of any references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.
- 11.7. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 11.8. Per approval by the Board of Trustees of each Member District, the Special Education Director of each Member District will act as the Board Designee for purposes of approval of this Agreement.
- 11.9. It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

ACADEMY INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Board President or Designee

\_\_\_\_\_  
Date

BELTON INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Board President or Designee

\_\_\_\_\_  
Date

GATESVILLE INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Board President or Designee

\_\_\_\_\_  
Date

SALADO INDEPENDENT SCHOOL DISTRICT

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Board President or Designee

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Date

TEMPLE INDEPENDENT SCHOOL DISTRICT

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Board President or Designee

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Date

**BELL COUNTY SPECIAL EDUCATION COOPERATIVE**

BARTLETT INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Board President or Designee

\_\_\_\_\_  
Date

HOLLAND INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Board President or Designee

\_\_\_\_\_  
Date

ROGERS INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Board President or Designee

\_\_\_\_\_  
Date

TROY INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Board President or Designee

\_\_\_\_\_  
Date



## **UPCOMING EVENTS APRIL 2022**

<b>Date</b>	<b>Event</b>
Monday, April 4	Policy Committee Meeting at 5:00 pm at Big Red Room
Monday, April 11	Third House Session with Rep. Shine at Belton Chamber at 7:00 am
Wednesday, April 13	Facilities Committee Meeting at 4:00 pm at Big Red Room
Friday, April 15	Good Friday Holiday, BISD closed
Monday, April 18	Board Workshop/Regular Meeting at 5:00 pm and 6:15 pm
April 25-29	Early Voting Daily 8:00 am-5:00 pm