

# Agenda of Regular Meeting

## The Board of Trustees Westwood Independent School District

A Regular Meeting of the Board of Trustees of Westwood Independent School District will be held September 14, 2020, beginning at 6:30 PM Westwood Administration Office.

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. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Due to health and safety concerns related to COVID-19 coronavirus, the meeting will be conducted by video-conference. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.123 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

An electronic copy of the agenda packet is attached to the online notice [www.westwoodisd.net](http://www.westwoodisd.net). Members of the public who desire to address the Board regarding an item on this agenda must comply with the following registration procedures: send a request through Zoom Chat from 6:15 pm – 6:30 pm the day of the meeting. Including name and topic.

1. **CALL TO ORDER AND ESTABLISH QUORUM**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/TEXAS PLEDGE**
5. **ACTION ITEMS**
  - A. Board to consider approval of the Agenda as presented  
**Presenter:** Board
6. **Public Comments**
7. **INFORMATION ITEMS**
  - A. Curriculum Update  
**Presenter:** Christine Bedre

## Westwood ISD Agenda Item Information

**Meeting Date:** September 14, 2020

**Subject:** Curriculum Moment

**Administrator Responsible:** Christine Bedre, M.Ed

**Summary:**

September curriculum update including Home-Based Learning.

**Administration's Recommendation:**

No action required. Informational item only.

**Board Approval Required**      YES     NO

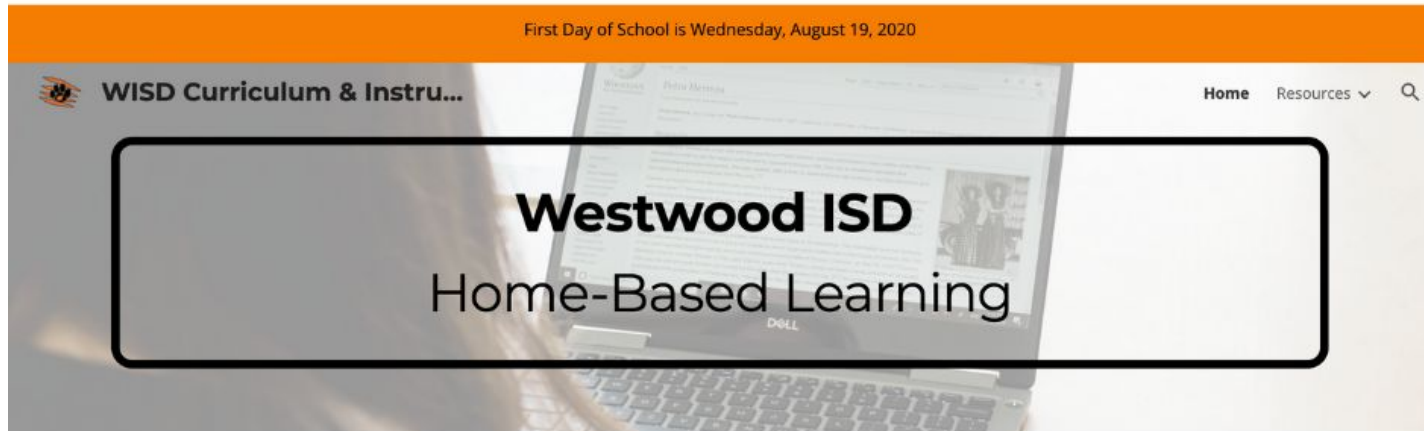


# Westwood ISD

Home-Based Learning



<http://bit.ly/WISD-Home-Based-Learning>



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## HBL SUPPORTS FOR:

- STUDENT LOG-IN
- GOOGLE CLASSROOM
- PARENT & STUDENT TUTORIALS

**NOTE:** GOOGLE CLASSROOM CODES WILL COME DIRECTLY FROM THE CAMPUS OR STUDENT'S TEACHER(S)



[WWW.WESTWOODISD.NET](http://WWW.WESTWOODISD.NET)  
[@WESTWOODISD](https://twitter.com/WESTWOODISD)

CURRICULUM & INSTRUCTION  
YOUTUBE CHANNEL



<https://bit.ly/WISDCI>

**TECH SUPPORT: email: [help@westwoodisd.net](mailto:help@westwoodisd.net)**



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**#WWWay**  
**#WWEnergyBus**

# HIGHLIGHTS

- TRANSITIONED TO VIRTUAL TEACHERS PER GRADE LEVEL
  - (K, 1, AND 2)
- 3RD - 5TH GRADE STUDENTS ARE DISPERSED BETWEEN GRADE LEVEL TEAMS
- 6-12TH GRADE STUDENTS FOLLOW THEIR CLASS SCHEDULE
- UTILIZING GOOGLE MEETS AND CLASSROOM WITH ASYNCHRONOUS LEARNING
- CURRENTLY UTILIZING GOOGLE MEETS AND CLASSROOM WITH A BLEND OF SYNCHRONOUS AND ASYNCHRONOUS LEARNING
- INCREASED UTILIZATION OF LIVE SYNCHRONOUS INSTRUCTION
- CHARACTER STRONG PROGRAM PK-6TH GRADE
- DEVELOPMENT OF COUNSELING LESSONS/SESSIONS
- DEVELOPMENT OF PERSONALIZED INTERVENTION GROUPS

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B. Finance Update  
**Presenter:** Kyle Johnson

# Finance Update

## Beginning of 20-21 Fiscal Year

Kyle Johnson  
9/14/2020



# Topics

- Beginning of Year Progress
- Enrollment and ADA Projections
- Audit Preparation
- CRF



# Beginning of the Year Progress

- The first couple weeks of the new budget have been busy
  - Renewing memberships
  - Renewing licenses/agreements
  - Renewing contracted services



# Enrollment and ADA (Average Daily Attendance)

- ADA is held harmless for the first 2-Six Week periods
- We are tracking enrollment and ADA daily
- As we move towards the end of the 1st Six Weeks and into the 2nd Six Weeks of our held harmless we will re-run different templates to adjust numbers
  - This helps know where we stand in comparison to our Revenue Projections

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# Audit Preparation

- We are working with Axley and Rode remotely to begin the Pre-Audit process
- We are working to close out the 19-20 FY books in preparation for the upcoming annual audit



# Coronavirus Relief Fund (CRF)

- Application has been submitted to apply expenses towards the CRF
- Will begin inputting expenses incurred from mid-March to the end of May
  - Services rendered and supplies purchased in response to COVID-19
- Working towards reimbursement from the state and local levels

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# Coronavirus Relief Fund (CRF)

## CARES ACT

ESSER Grant

Coronavirus Relief Fund (CRF)

1. State funding taken away in 19-20 and replaced with Federal money
2. \$303,443 to use for expenses related to COVID
3. Using majority of money for technology needs due to virtual learning

1. Multiple avenues of money and reimbursement with this section of the CARES Act
2. CRF Reimbursement-reimbursed for certain expenses up to 75% for expenses incurred due to COVID from March 1st through May 20th
3. Operation Connectivity-Bulk purchase of technology with TEA covering part of the expense <sup>12</sup>
4. Bulk Order Local Matching Reimbursement Program-if the city will use a portion of their CRF money (up to 25%) to cover bulk purchase amount, TEA will reimburse dollar to dollar the same amount
5. Heard there will be one more avenue for technology reimbursement rolled out in October that we will apply for



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# Questions?

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- C. Bus Purchase for 2020-2021  
**Presenter:** Kyle Johnson

# Westwood ISD Agenda Item Information

**Meeting Date:** September 14, 2020

**Subject:** 2020-2021 Budget Amendment #1

**Administrator Responsible:** Mr. Johnson

**Summary:** Received SHARS money from the SPED COOP that we were told we would not be receiving from the 2019-2020 school year. It will be going into revenue for the 2020-2021 school year.

**Administration's Recommendation:** The board would "make a motion to approve the budget amendment as presented".

**Board Approval Required**       YES      NO





**Rush Bus Center - Dallas TX**  
 4000 Irving Boulevard  
 Dallas, TX 75247

# Customer Proposal Letter

Westwood ISD  
 4524 W. Oak  
 Palestine, TX 75802  
 (903) 729-1776

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

## VEHICLE

Make Micro Bird Model G5 Year 2020 Stock Number To Be Determined  
 Additional Vehicle and Accessories Description To be delivered on or about \_\_\_\_\_

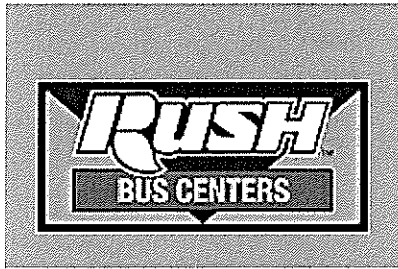
Remainder of Trade in 6500.00 applied to DP

Quantity	1	Total
Truck Price per Unit	\$75,823.00	\$75,823.00
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$75,823.00	\$75,823.00
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee		
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$75,823.00	\$75,823.00
Trade Allowance (see DISCLAIMER Below)	<u>151,621 - total</u>	<u>56,323</u>
		<u>19,500.00</u>

Sales Representative	_____	Steven Richter
Purchaser	signature _____	printed name _____
	signature _____	printed name _____
Accepted by Sales Manager or General Manager	title _____	date _____
	signature _____	printed name _____

Quote good until 8/10/2020 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



3901 N. Medford Dr

Lufkin, Tx 75901

RE: Letter of Credit Westwood ISD

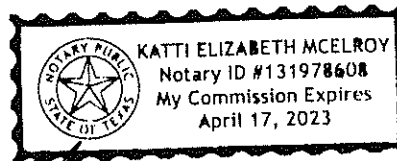
This is a letter stating a credit will be issued to Westwood ISD in consideration of the following units. This credit will be applied to the purchase of New Units on their next purchase cycle.

VIN:

SB3	2007	Thomas	4uzabrdj58cz25174
SB2	2006	Thomas	4uzabrdc47cw15064
SB1	2005	Thomas	4uzabrdc68cy69649
31	2002	Thomas	4uzaawak23ck32893
36	2006	Collins	1gbjg312161212091

Credit Memo: 1001

Amount: \$19,500.00



Sincerely,

Dalton Gauthier

Regional General Manager

East Texas



www.rushbuscenters.com

## 77 Passenger School Bus



### Westwood ISD – Quote #191902

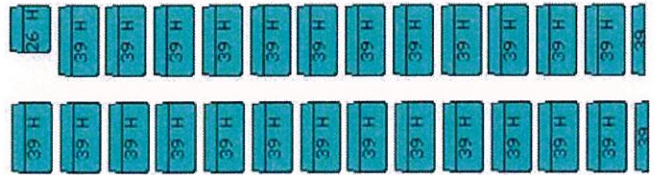
This quoted bus meets or exceeds all 2018 State of Texas Specifications for School buses as published by the Texas Department of Public Safety.

#### Chassis Specifications

- Cummins B 6.7L diesel engine 220 HP @ 600 ft-lb
- 2017 Emission compliant
- 15 Gal. DEF tank
- Road Speed governor set at 65 MPH
- Left side exhaust through rear bumper
- 273” Wheelbase
- Allison PTS 2500 Automatic Transmission 5 Speed
- Dual air brakes w/ABS, auto slack adjusters & Bendix air dryer
- 100 Gal. Fuel tank located between the frame rails
- 280 Amp Alternator Brushless
- (3) Group 31 batteries; 2100 CCA located in skirt battery box with roll out tray
- Cruise Control, Tachometer, High idle switch, Hourmeter, Voltmeter, Digital clock
- Tilt/Telescopic power steering
- 11R x 22.5 Cooper, LRG, Tires
- Black steel 10-stud disc wheels 8.25 x 22.5
- Steel reinforced front & rear bumpers; black
- 12K Front axle / 23,000# Rear axle; 5.29 axle ratio
- Front and rear oil lubed bearings
- Hendrickson variable tapered front springs
- Hendrickson Multi-leaf spring suspension rear
- Daytime running lamps
- Intermittent windshield wipers w/one gal. reservoir

#### Body Specifications

- 77 Passenger capacity
- 2022 Blue Bird Vision BBCV 3310 School Bus
- Meets Colorado Rack & Load requirements
- 77” Headroom
- Continuous one-piece roof bows, no welds
- All steel body construction.
- Complete fiberglass insulation
- Acoustical ceiling panels in first two sections
- First aid kit, body fluid clean-up kit, 5lb. Fire extinguisher, Triangle warning devices, 112 db backup alarm, and belt cutter
- Ext. electrical access under driver window; locking
- Passenger dome lamps each side above windows
- Driver dome on separate switch
- LED clearance/marker/ID, backup, rear turn signals, & brakes. Strobing LED warning lamps
- Skirt mounted boarding light. Stepwell lamp. Side body amber turn signals
- Pre-trip ext. light test / Post trip Child reminder
- Accessory power socket w/cap
- Dual stop arms with two red LED lamps
- Interior mirror w/ adjustable visor
- Rosco remote controlled rearview mirrors & Crossview mirrors
- Left & right side hand rails at entry
- Outward opening entrance door
- Spring loaded fuel filler door
- (2) Roof hatches / (4) Push-out windows w/buzzers
- Four piece flat, shaded & tinted windshield
- Light tint laminated driver’s window with latch
- Split sash aluminum frame laminated windows
- School bus seats w/fire-block upholstery
- Suspension driver seat; w/ high visibility orange 3 pt. seatbelt
- Driver’s console to left of driver
- LH Armrest with driver storage on console
- Three step “bolt-in” stepwell w/pebble tread rubber
- Plywood sub floor
- Rubber floor covering; ribbed aisle w/ trim
- Full reflective material package excluding bumpers
- (4) Rub rails painted black
- National School Bus Yellow exterior paint
- White interior paint
- 90,000 BTU Front heater/defroster
- Mud flaps on front and rear



Warranty: [5 year/100,000 mile warranty](#) on body shell, paint adhesion, seat frames & engine. [7 year Allison Transmission warranty](#)

## Included Optional Items

1. Customer Name Lettering: **WESTWOOD I.S.D.** 6" black block style long lasting vinyl
2. Cup Holder located in dash to right of driver.
3. Overhead driver interior storage above driver window; locking
4. Driver fan with 2 speed rocker style switch. Located upper center of windshield.
5. Textured black corrosion protective top coat on front and rear bumpers
6. Air operated stop arms
7. 10 x 30 interior mirror
8. Air operated entrance door
9. Keyed vandal lock on entrance door and slide bolt lock w/starter interrupt on rear emergency door.
10. Locking fuel filler door
11. Dark tint laminated side, rear, and rear door glass. Light tint laminated entrance door and driver's window.
12. 13 Rows school bus seats without belts
13. Gray fire-block upholstery on barriers and seats
14. Air operated driver's seat gray with cloth insert, RH armrest and lumbar support
15. 5/8" Treated plywood sub floor
16. White painted roof
17. Silver painted grille
18. Dual 50,000 BTU heaters with booster pump and constant torque clamps.
19. 137,500 BTU Factory installed AC system with front and rear in wall evaporator plus in dash. Dual TM 21 compressors. Includes automatic high idle switch.

## Dealer Added Options

1. DOT inspection
2. Delivery to customer

## Optional Items (not included)

Section 547.701(e) of the Texas Transportation Code, as amended, is effective September 1, 2017. 2018 model or newer School Buses & Multi-Function School Activity Buses operated after the effective date may require Three-Point Seat Belts in order to comply with the statute. Customers **MUST** provide Rush Bus Centers with resolution documentation & written board approval to request OPT OUT provision if ordering buses without three-point seat belts. **Quoted pricing DOES NOT include the cost of three-point seat belts for all passengers.**

Quote #191902

D. 2020-2021 Accountability Update  
**Presenter:** Christine Bedre

## Westwood ISD Agenda Item Information

**Meeting Date:** September 14, 2020

**Subject:** 2020 Accountability Update

**Administrator Responsible:** Christine Bedre, M.Ed

**Summary:**

Due to the COVID-19 pandemic, 2020 Accountability for all districts and campuses were assigned a label of Not Rated: Declared State of Disaster for 2020 accountability. A short review summary of the 2019 district and campus accountability that remains in effect will be shared along with distinctions earned on each campus.

**Administration's Recommendation:**

No action required. Informational item only.

**Board Approval Required**      YES       NO

## **2020 Rating Information:**

All districts and campuses were assigned a label of Not Rated:  
Declared State of Disaster for 2020 accountability.

## **Due to the 2020 Not Rated:**

Declared State of Disaster label, 2019 accountability ratings will remain in effect.

## **2019- A-F Accountability Ratings**

(The A-F Accountability System is comprised of three domains: Student Achievement, School Progress, and Closing the Gaps)

### **Westwood ISD**

Overall Rating: B

Overall Score: 81

No Distinctions Earned (1 Available)

#### **Student Achievement 83 (B)**

1. STAAR Performance: 69
2. College, Career, and Military Readiness: 91
3. Graduation Rate: 95

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#### **School Progress 85 (B)**

1. Academic Growth: 69
2. Relative Performance: 85

#### **Closing the Gaps 73 (C)**

### **Westwood Elementary / Primary**

Overall Rating: F

Overall Score: 58

### **Westwood Junior High**

Overall Rating: C

Overall Score: 78

Distinctions Earned: Mathematics

### **Westwood High School**

Overall Rating: B

Overall Score: 83

Distinctions Earned: Science and Social Studies

# **WESTWOOD ISD** A-F Accountability Update



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## E. Proud Panther



Wade Stanford – Superintendent

Dr. Kyle Penn- Director of Finance & Operations

The purpose of the Wall of Honor is to recognize Westwood Independent School District alumni, staff, volunteers, and other individuals who have distinguished themselves by their contributions to the school district and the community.

### Nomination Criteria

An individual may be considered for nomination for inclusion in the Proud Panther Hall of Recognition if the following criteria have been met:

**Student:** There is a ten-year waiting period from the time of their WHS graduation.

**Administrator:** May be considered anytime - post retirement or leaving the District.

**Donor:** May also be considered at the discretion of the Wall of Honor Nomination Committee

**Supporter:** People who have greatly contributed to the Westwood High School community will be eligible for induction

**Staff member:** Must have been removed from their employment with the Westwood Independent School District for a minimum of three years prior to nomination and whose efforts have contributed significantly to the Westwood Community School District.

**Graduate (Alumnus):** May be eligible for nomination ten years following graduation and whose accomplishments have been recognized as significant since their graduation to the Westwood Independent School District and the community.

**Community Member:** Individuals who may or may not have been a graduate of the Westwood Community High School, but who have made a significant contribution, which helped make the Westwood Community School District a better place for children.

A nominee may be living or deceased. Each person nominated must be or was of outstanding character and able to serve as a positive, inspiring role model to young people and our community.

Recognition as a distinguished Proud Panther shall be limited to those individuals, retired, living or deceased, and have made significant accomplishments in one or both of the following areas while maintaining high standards in personal integrity and character:

- An outstanding leader in his/her field
- Significant contributions to the District and whose virtues or characteristics will serve as role models to students, staff, and the community.
- Significant contribution to public education or has made some significant connection with the District either as a student, an alumnus, as staff member, an administrator, a donor, or a supporter.
- Substantial contributions to his or her field of endeavor or to society in general.
- Service to his/her community through local, state, and national organizations
- Outstanding contribution to the Westwood School District or our community through partnership, leadership, monetary contribution, or volunteer service.

### Nomination Process

Any adult who resides within the Westwood Independent School District may make a nomination. The completed nomination form must be returned to the Office of the Superintendent no later than December 15th of that year. The nominating individual **should** include supporting documentation such as records, newspaper clippings, tapes, and letters of support with the nomination form.

1. Provide biographical, geographical, or regional/environmental data to support the nomination. In order to be considered by the nominating committee, a nomination form must be completed and include the following:
  - Description of career and professional achievements.
  - List of volunteer and philanthropic activities.
  - Recognition and awards received from local, state, and national level.
  - Supplemental materials such as news clippings, letters of recommendation, and/or other printed resources should be attached for consideration during the selection process by the nominator.
2. State what significant contribution or symbolism the person, event, place, or area has made to education or to the local community.



*Wade Stanford – Superintendent*

*Dr. Kyle Penn- Director of Finance & Operations*

Nominations will be accepted September 1<sup>st</sup> through December 15th each year for consideration by the selection committee for inclusion on the Proud Panther hall of Recognition for that school year. Nominees are considered based on the significant contributions they have made to our community, state, nation or world.

Nomination forms should provide as much detail as possible regarding the nominee, including background information, supporting evidence for nomination, special honors and notable achievements. Incomplete submissions and those without sufficient information may not be considered. The selection committee may choose up to 2 honorees each year, but not limited to, in special situations as determined by the committee. Each nominee must receive at least two thirds vote by the selection committee. The selection committee chair will recommend the honorees to the School Board in the spring of each school year.

Applications may be found on our website at <http://www.westwoodisd.net> , or you may obtain one in person at the administrative offices of Westwood ISD.

The nomination committee consists of the WISD Superintendent, and Westwood School Board.

Please send completed nomination forms to: Westwood Independent School District  
Attn: Wade Stanford  
P. O. Box 260  
Palestine, TX 75802-0260  
[wstanford@westwoodisd.net](mailto:wstanford@westwoodisd.net)



*Wade Stanford – Superintendent*

*Dr. Kyle Penn-Finance & Operations Director*

## **AWARD CRITERIA PURPOSE**

The purpose of the Proud Panther Hall of Recognition is to recognize Westwood Independent School District alumni, staff, volunteers, and other individuals who have distinguished themselves by their contributions to the school district and the community.

### **Award Selection Criteria:**

An individual may be considered for nomination for inclusion in the Proud Panther Hall of Recognition if the following criteria have been met:

**Student:** There is a ten-year waiting period from the time of their WHS graduation.

**Administrator:** May be considered anytime - post retirement or leaving the District.

**Donor:** May also be considered at the discretion of the Hall of Honor Nomination Committee

**Supporter:** People who have greatly contributed to the Westwood High School community will be eligible for induction

**Staff member:** Must have been removed from their employment with the Westwood Independent School District for a minimum of three years prior to nomination and whose efforts have contributed significantly to the Westwood Community School District.

**Graduate (Alumnus):** May be eligible for nomination ten years following graduation and whose accomplishments have been recognized as significant since their graduation to the Westwood Independent School District and the community.

**Community Member:** Individuals who may or may not have been a graduate of the Westwood Community High School, but who have made a significant contribution, which helped make the Westwood Community School District a better place for children.

Recognition as a distinguished Proud Panther shall be limited to those individuals, retired, living or deceased, and have made significant accomplishments in one or both of the following areas while maintaining high standards in personal integrity and character:

- An outstanding leader in his/her field
- Significant contributions to the District and whose virtues or characteristics will serve as role models to students, staff, and the community.
- Significant contribution to public education or has made some significant connection with the District either as a student, an alumnus, as staff member, an administrator, a donor, or a supporter.
- Substantial contributions to his or her field of endeavor or to society in general.
- Service to his/her community through local, state, and national organizations.



*Wade Stanford – Superintendent*



*Dr. Kyle Penn-Finance & Operations Director*

## NOMINATING COMMITTEE

The board appointed nominating committee could be comprised of representatives from board members, superintendent, past inductees, community leaders, retired faculty/administrator, and past trustees. These members will be asked to serve up to period of three (3) years on a rotating term by the Board President. Purpose to have a broader awareness (knowledge) of who has contributed significantly to Westwood ISD. The nominating committee's duties will be to select a Committee Chair yearly and review all nominations received.

This nominating committee shall present to the Board of Trustees and Superintendent each year one (1) and no more than two (2) nominees.

### Nominating Selection Process:

Any adult who resides within the Westwood Independent School District may make a nomination. The completed nomination form must be returned to the Office of the Superintendent no later than December 15th of that year. The nominating individual **should** include supporting documentation such as records, newspaper clippings, tapes, and letters of support with the nomination form.

1. Provide biographical, geographical, or regional/environmental data to support the nomination. In order to be considered by the nominating committee, a nomination form must be completed and include the following:
  - Description of career and professional achievements.
  - List of volunteer and philanthropic activities.
  - Recognition and awards received from local, state, and national level.
  - Supplemental materials such as news clippings, letters of recommendation, and/or other printed resources should be attached for consideration during the selection process by the nominator.
2. State what significant contribution or symbolism the person, event, place, or area has made to education or to the local community

## VOTING PROCESS

- Distinguished Proud Panther Award recipient(s) shall be selected by a vote of the Westwood School Board and the current Westwood Schools Superintendent.
- Nominee packets will be distributed at least one (1) week prior to the scheduled School Board meeting.
- To be eligible to vote, Board member must be present at the election meeting. No proxy ballot shall be accepted.
- Prior to any voting, at least five (5) minutes per nominee shall be allowed for discussion of the nominee.
- The Board President will call for a vote.
- Each Board member shall rank the nominees in order of preference by secret ballot.
- The President of the School Board and the current Westwood Schools Superintendent will count the tally of the voting results with all members present.
- During review of the voting results, the School Board will determine the number of recipients for that current year.
- In the event of any tie, the President of the School Board shall call for a re-vote by secret ballot of the names in question. If unable to break this tie, the President of the School Board will make the final determination.
- A quorum shall be considered as those members present and voting. No elections shall take place absent a quorum of four (4) School Board members.
- After the selected nominee(s) have been determined by the Board of Education, the Westwood Schools Superintendent will make the proper recommendations to the Board of Education regarding the recipient(s) of the Distinguished Proud Panther Award.



*Wade Stanford – Superintendent*



*Dr. Kyle Penn-Finance & Operations Director*

## **INDUCTION CEREMONY**

- The recipient/recipients will be honored each year at a time and place to be determined.
- The recipient/recipients and their immediate family/families will be the guest/guests of Westwood High School at the induction ceremony.
- A current photograph of the recipient/recipients will be placed on the designated Wall of Honor within the school to commemorate the honor, and the recipient/recipients name will be added to the Distinguished Proud Panther plaque.
- The design of the Distinguished Proud Panther plaque and its location will be determined by the Westwood Board of Education

## **SPONSORSHIP**

The Westwood Independent School District Distinguished Proud Panther Award plaque(s) will be financially underwritten by the Westwood Independent School District.

## **MODIFICATION PROCESS**

Any modifications, additions, or deletions to the rules, regulations and procedures of this award must be approved by a majority of the voting members of the Westwood School Board.



Wade Stanford – Superintendent

Dr. Kyle Penn-Finance & Operations Director

## Proud Panther: Nominating Form for Board Recognition

### Guidelines for Nomination:

Nominations will be accepted September 1<sup>st</sup> through December 15<sup>th</sup> each year for consideration by the selection committee for inclusion on the Proud Panther Hall of Recognition for that school year. Nominees are considered based on the significant contributions they have made to our community, state, nation or world. Nomination forms should provide as much detail as possible regarding the nominee, including background information, supporting evidence for nomination, special honors and notable achievements. Incomplete submissions and those without sufficient information may not be considered. Please use this application as a cover page for your submission.

### Nominee’s Biographical Information

Name of Nominee: \_\_\_\_\_

Home Address of Nominee: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home or Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Year Attended Westwood Schools (if applicable): \_\_\_\_\_

Profession/Area of Achievement: \_\_\_\_\_

### Nominee’s Area of Distinction Please check all that apply

- Student
- Staff Member
- Administrator
- Donor
- Supporter
- Alumni – Year Graduated \_\_\_\_\_
- Retired Staff – Years of Service \_\_\_\_\_
- Community Member

### Nominator’s Information

Name of Nominator: \_\_\_\_\_

Home Address of Nominator: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home or Cell Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Relation to Nominee (if any) \_\_\_\_\_

Please attach supporting information regarding the candidate's biography, legacy and contributions that addresses the question: "Why should this candidate be included on the Proud Panther Hall of Recognition?"

Nominators should focus on the following two questions when preparing their nomination packet and include all relevant information regarding the candidate's humanitarian and/or significant professional contributions.

1. What has the candidate done beyond their career to make a lasting contribution to enrich their community, state, nation or world? In what ways have they given back?
2. Have they made such a profound contribution professionally that they are recognized as a leader in their field?

Please attach information that illustrates how the nominee meets the criteria for the area of distinction for which he/she has been nominated.

The following are important considerations:

1. Be specific when answering the above questions and preparing supporting evidence.
2. List all special honors and other notable achievements.
3. Include recommendations or testimonials from others, if helpful.
4. Additional letters of recommendations, newspaper clippings, nominee's resume etc.

Please return nomination form and all documents by December 15<sup>th</sup> to:  
Westwood Independent School District  
Attn: Wade Stanford  
P. O. Box 260  
Palestine, TX 75802-0260  
[wstandford@westwoodisd.net](mailto:wstandford@westwoodisd.net)

8. **Board to consider approval of Consent Agenda;**
  - A. Fundraisers

**WESTWOOD INDEPENDENT SCHOOL DISTRICT**  
**Authorization to Conduct Fund Raising Event**

Organization: Life Skills Campus: High School Date submitted 8-21-2020

Fundraising Event: T-Shirt Fundraiser

Requested fundraising date/dates: Sept. 21 - Oct. 2, 2020

Vendor (if applicable) Great American T-Shirt Company

2005 Crockett Rd. Palestine, TX 903-723-8898  
Address City/State Telephone

List specific items that will be sold: Westwood Spirit Shirts

Price per item: \$ See second page Will customer pay in advance? Yes

Profit to organization should never be less than 50%; otherwise, explain \_\_\_\_\_

What will money raised from this fundraiser be used for? Activities fund

If **NO** vendor is involved; list location of event: \_\_\_\_\_  
Estimated cost to organization to start fundraiser \$ \_\_\_\_\_  
How much will you charge your customer? \$ \_\_\_\_\_ Will you accept donations? \_\_\_\_\_

I, Stacey Clark, am submitting this fund raising request before my organization starts raising funds. I understand that I am held responsible for ordering and distributing merchandise and collecting all funds submitting funds to the office, to be deposited in my activity account. With the conclusion of this fund raiser, I will complete this form and return to the campus office.

**PERMISSION IS GRANTED TO CONDUCT THIS EVENT:**

[Signature] 8-26-20 / \_\_\_\_\_  
Campus Principal's Signature Date WISD Superintendent's Signature Date

Total Proceeds collected \$ \_\_\_\_\_  
Total Deposited in activity account \$ \_\_\_\_\_ Total invoice from vendor \$ \_\_\_\_\_  
Expenses incurred for a successful fundraiser \$ \_\_\_\_\_ (advertising, t-shirts, supplies, etc.)  
Total Profit my organization benefitted from this fundraiser \$ \_\_\_\_\_

I, \_\_\_\_\_, understand that these funds will not be available until this form is completed and returned to the campus office

This is through Great American T-Shirt Company here in Palestine, TX

Our idea is the sell the for \$<sup>10</sup>~~15~~ a shirt.

+\$2 for 2XL

+\$3 for 3XL

+\$4 for 4XL

How much the shirts will cost Life Skills

36+: \$8.00/each

48+: \$7.25/each

72+: \$6.75/each

150+: \$6.00/each



**WESTWOOD INDEPENDENT SCHOOL DISTRICT**  
**Authorization to Conduct Fund Raising Event**

Organization: Drill Team Campus: HS Date submitted 8-31-2020

Fundraising Event: SNAP! Raise - Digital Fundraiser

Requested fundraising date/dates: October 2<sup>nd</sup> - November 2<sup>nd</sup>

Vendor (if applicable) \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Telephone \_\_\_\_\_

List specific items that will be sold: crowd funding donations

Price per item: \$ varies Will customer pay in advance? donations

Profit to organization should never be less than 50%; otherwise, explain 75%

What will money raised from this fundraiser be used for? competitions, fees, supplies, costumes, team t-shirts.

If <b>NO</b> vendor is involved; list location of event: <u>online</u>
Estimated cost to organization to start fundraiser \$ <u>0</u>
How much will you charge your customer? \$ <u>—</u> Will you accept donations? <input checked="" type="checkbox"/>

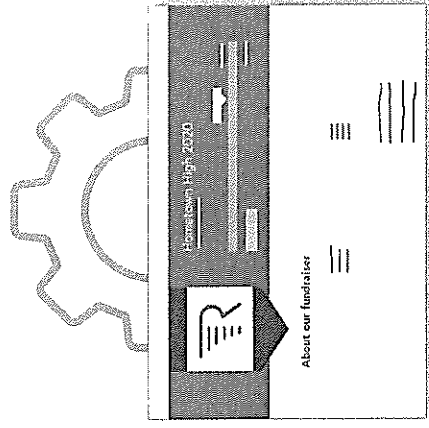
I, Delaney Knight, am submitting this fund raising request before my organization starts raising funds. I understand that I am held responsible for ordering and distributing merchandise and collecting all funds submitting funds to the office, to be deposited in my activity account. With the conclusion of this fund raiser, I will complete this form and return to the campus office.

**PERMISSION IS GRANTED TO CONDUCT THIS EVENT:**

[Signature] 9-2-20  
Campus Principal's Signature Date WISD Superintendent's Signature Date

Total Proceeds collected \$ _____
Total Deposited in activity account \$ _____ Total invoice from vendor \$ _____
Expenses incurred for a successful fundraiser \$ _____ (advertising, t-shirts, supplies, etc.)
Total Profit my organization benefitted from this fundraiser \$ _____
I, <u>Delaney Knight</u> , understand that these funds will not be available until this form is completed and returned to the campus office

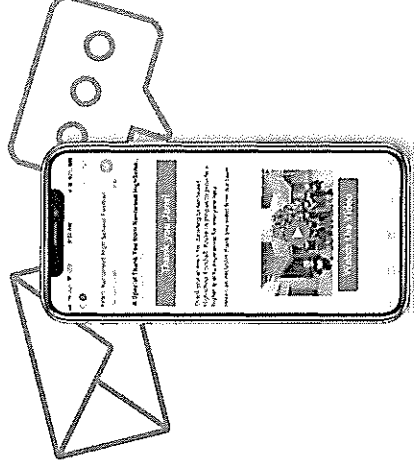
# Welcome to Streamlined Digital Fundraising



## Build Your Campaign Page

Getting a fundraiser started has never been easier. With our Smart Setup, you can be ready to go in 40 minutes.

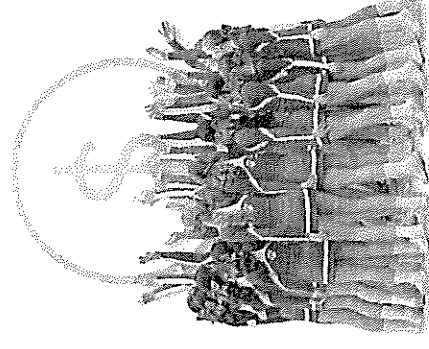
[See an example campaign page >](#)



## Launch your Fundraiser

Help your group contact their biggest fans and supporters using the technology already in their pockets.

[Setup your fundraiser today >](#)



## Fund your Dream Program

Track your donations on your dashboard and safely collect the funds raised when you're ready for them.

[Learn about our dashboard here >](#)

# Minimize effort. Maximize funding.

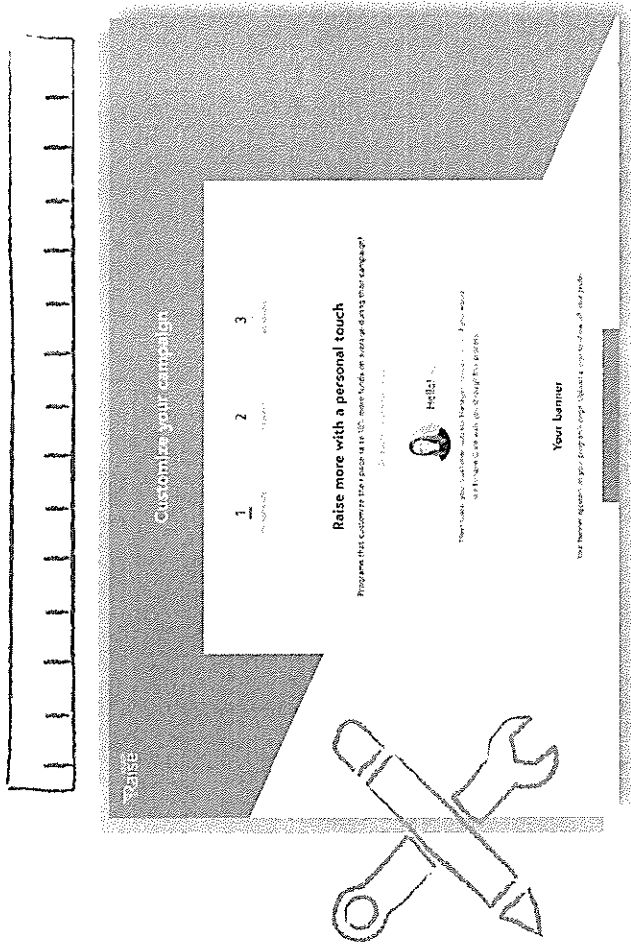
We built Snap! Raise to help coaches, group leaders, district administrators, boosters and athletic directors raise the funds they need quickly and easily.

From smart campaign set-up and customizable website creation to team and fan gear, district-level reporting, and secure donor engagement Snap! Raise has something for every group.

38

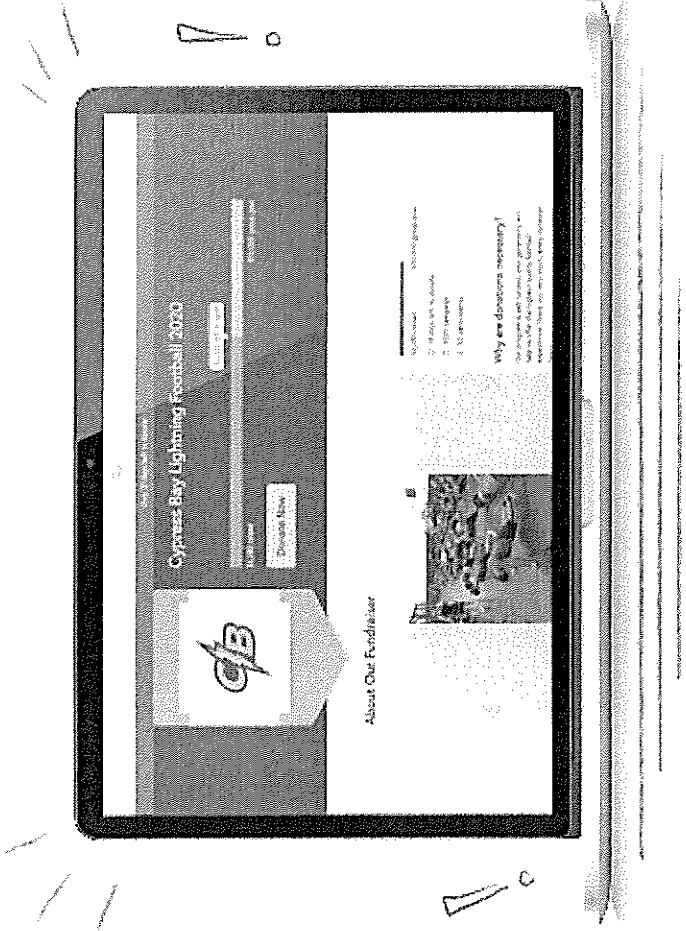
## Customize Your Fundraiser

Building a custom team or group fundraiser is a snap. In less than 10 minutes a group leader can build a custom fundraising site using our guided Smart Setup process. Simply sign-up, invite participants, upload outreach contacts and get started, all in a few clicks.



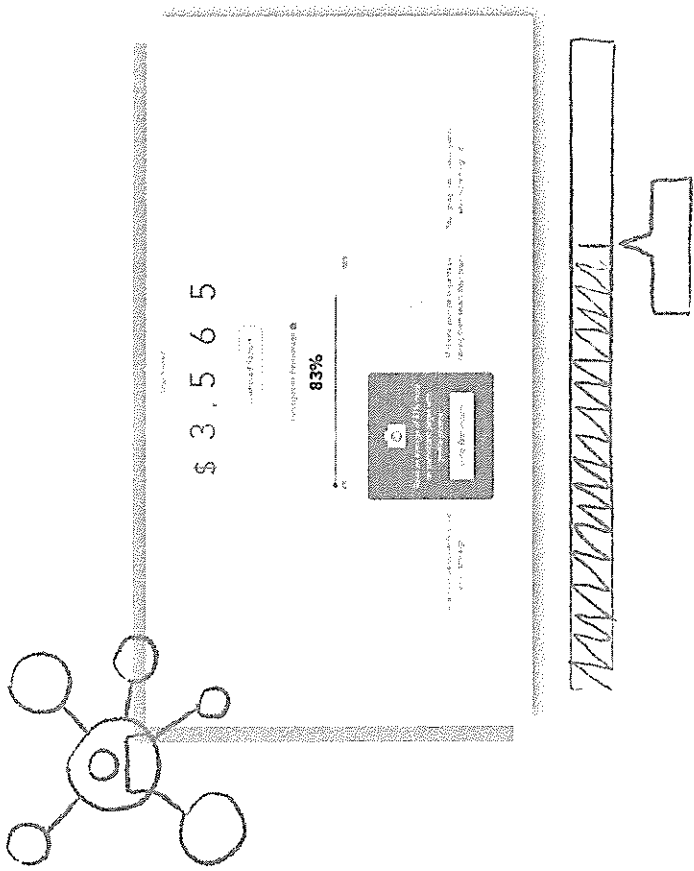
## Ready, Set, Launch.

Our unique, data-driven process expands each program's network of potential supporters, leading to more funds raised in less time. We've mastered the art of successful donor communications and work with every team and group to ensure communications are clear and drive donations.



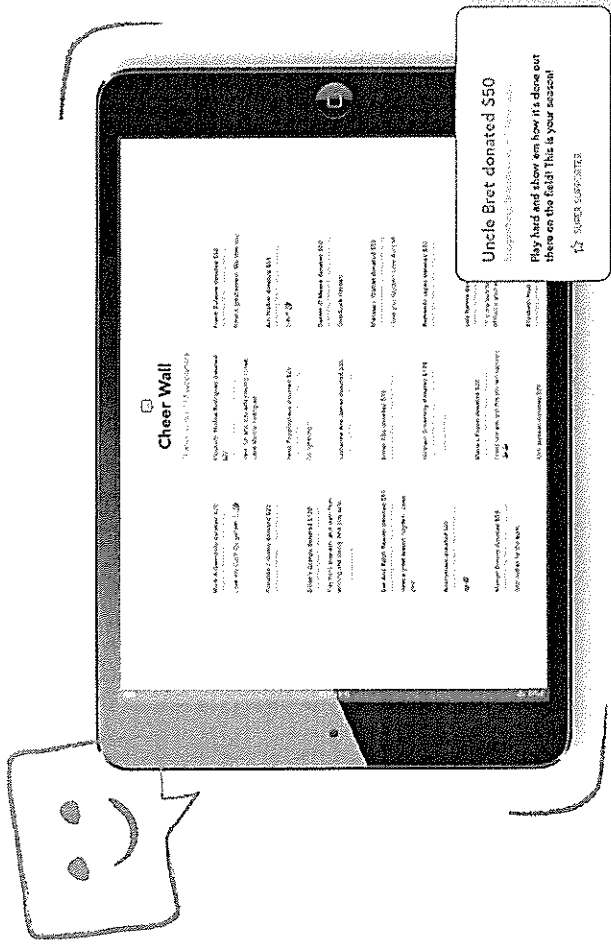
## Track Progress. Boost Participation.

Easily track fundraiser outreach and success with advanced dashboards. With Snap! Raise teams and group leaders gain access to the industries most sophisticated and evolving measurement platform. Our job is to ensure full transparency into every element of a fundraiser, from outreach to social sharing, email open rates and individual donations.



## Three cheers for Fans!

The ones who make it all possible deserve their say in the matter too. Our unique Cheer Wall gives donors a chance to leave custom messages to kids they support. Raising funds and morale has never been easier or more entertaining.

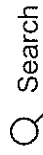


# Digital Fundraising and Beyond.



Sign in

Snap! Raise > Snap! Raise > General



Articles in this section

# How does Snap! Raise work?

2 years ago · Updated

Follow

With personal assistance from a Snap! Raise Campaign Director, fundraiser participants and supporters utilize our online donation platform to send out donation requests via email, social media, and SMS. Snap! Raise's streamlined interface and integration with social media connects your program to a larger participating audience, and our user-friendly online portal makes it easy to process donations and track the progress of each campaign. Snap! Raise also sends emails to prospective supporters throughout the campaign to initiate additional interest. Most importantly, with Snap! Raise, supporters have the freedom to securely pay for donations with their credit or debit cards.



Support



Fundraising with Snap!

Who We Are

Resources

FAQ

Leading Edge

My Account

Start a Fundraiser

## Hebron High School Volleyball

Meet the Texas high school volleyball program that went from JV to state champions in 4 years

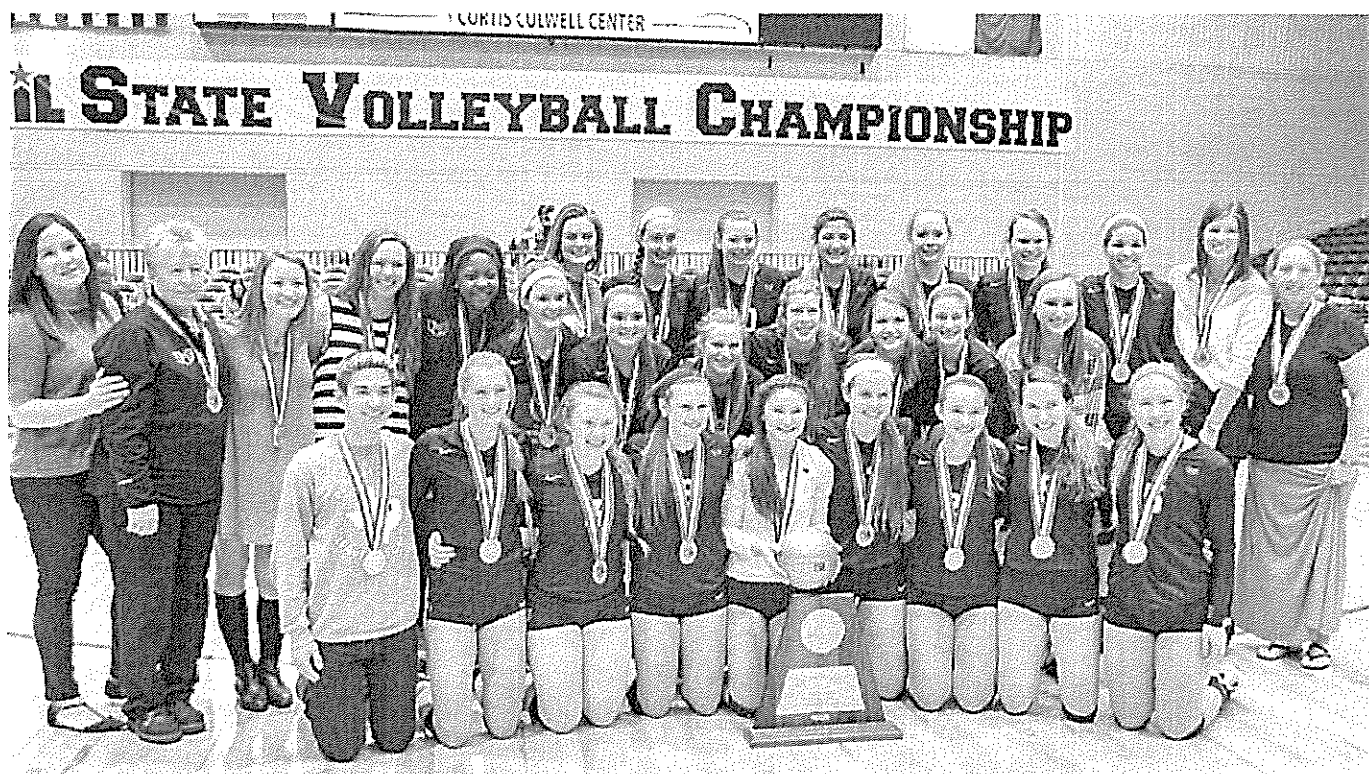
[Resources Home / Snap! Stories](#)

[Snap! Raise Editorial](#)

*With five Texas 6A state championships in just 20 years (including three in a row from 2015-2017), Hebron High School Volleyball has put itself squarely on the map of Texas's top high school volleyball programs. Head coach Karin Keeney has been there every step of the way.*

*See how Keeney built a Texas high school volleyball dynasty through deliberate leadership, savvy fundraising, and an insatiable thirst for competition.*

[Support](#)



*Coach Karin Keeney and Hebron High School Volleyball celebrate their 5th state title in 20 years. Photo courtesy of Hebron Volleyball.*

“We kind of brainwash our athletes into that drive of wanting more,” Karin Keeney, head coach of Hebron High School Volleyball, said of her program’s secret to success. “They know how to work. They’re not afraid of competing.”

In 1999, Keeney was an assistant volleyball coach at a high school in Lewisville, Texas when she took a chance on a head coaching gig at Hebron, a brand new school opening in her district.

Four years later, the Hebron Lady Hawks were state champions.

“We played a JV schedule the first year, then we played a varsity schedule the in 2000. I went 0-10 in districts,” Keeney said, reflecting on the program’s earliest days.

“It took us from year 2000 to 2004 to win our first title. It took us four years. Looking back on it, it’s amazing that we were that fast.”

Today Hebron Volleyball competes at the 6A level, the top tier of Texas’s University Interscholastic League, and continues to not only stay competitive, but thrive.

Hebron has won an unprecedented five Texas state volleyball championships since Hebron opened its doors 20 years ago, including three in a row from 2015 through 2017.

Keeney has been recognized for her individual efforts as well, earning several coaching awards including the 6A volleyball Coach of the Year by the Texas Sports Writers Association and the National Tri-Coach of the Year by PrepVolleyball.com.

It took us from year 2000 to 2004 to win our first title. It took us four years.

Looking back on it, it's amazing that we were that fast.

*-Coach Karin Keeney, Hebron High School Volleyball*

Hebron's rise to the top – though remarkably fast – was no walk in the park. When she first started at the new high school, Keeney recalls that she didn't have much to work with.

“We were in P.E. class during the first year, me and another coach, and we had three kids, so we played a lot of ball in those days,” Keeney laughed.

When it came to pulling a volleyball team together, the circumstances weren't much better.

“When the school opened, we had 498 kids,” Keeney revealed. “Most of the programs here were struggling because it was all freshmen and sophomores we opened with.”

In addition to her players' lack of experience, Keeney had no foundation in which to ground her struggling team.

“My program at the time was just starting out. There was no culture, there was no tradition – there was nothing.”

With the odds stacked against her fledgling Hawks, Keeney bravely led Hebron Volleyball into uncharted territory.

It didn't take long for Hebron to cultivate a competitive and disciplined team culture that brought the Hawks immediate success, catapulting them into the most elite echelon of Texas high school volleyball programs.

## A Lesson in Hard Work

Faced with a blank canvas, Keeney began by searching her own background for foundational values to instill in her program.

"I came out of the Midwest from more of a blue-collar community, and I've got a work ethic about me," Keeney stated.

"We work hard in this program. We teach the kids that nothing's handed to us. There are no guarantees when you work hard, but it sure makes it a little easier."

Keeney's Hawks know how to put their heads down and get to work. Of course, the veteran coach also uses a sprinkling of tough love as a motivator.

"Some of the kids will ask me, 'coach, is it ever good enough?' Nope, it could be done better. When you work that hard on the court, the kids start to want something for it."

Though her approach may seem stern, with the reputation the Lady Hawks have cultivated over the past 20 years (which includes that Texas 6A state title three-peat), Keeney is clearly on to something.

But she doesn't take all the credit. She reveals that her program's success, in addition to her players' contributions, was made possible by the support of the Hebron High School community.

"I've got parents in the area who have more money than I had growing up, but they still got that middle-class mentality," Keeney explained. "They want their kids to work hard. They understand that mentality."

She continued: "It's really important, as a coach, to find a school that fits your thoughts, your mentality, your philosophy."



*Coach Karin Keeney, Hebron High School Volleyball*

Despite maintaining such high expectations, Keeney still celebrates her athletes' mistakes; she finds that taking risks and making mistakes is an essential part of the growth process.

"I love watching them make mistakes in practice and seeing their wheels turning. You know what they were trying to do but they didn't get it done," she began. "In a game when they make those mistakes we've been working on, I jump up and down and get so excited.

"I'm trying to get across that I'm okay with that mistake," she added. "That's a great mistake to make because by the end of the season they're going to be kicking butt because they're going to have the confidence to go do it."

Keeney teaches her kids not to let the fear of failing dissuade them from taking risks. Under her guidance, her athletes both improve their game and build resilience.

"We're trying to get them to have the confidence to go after the big things instead of playing it safe."

## A Volleyball Fundraiser for Champions

Keeney expects nothing less than excellence from her team on the court each season. The same goes for volleyball fundraising.

That's why the Hawks have been able to raise over \$105,000 since 2015 with online fundraising platform Snap! Raise.

Keeney encourages participation by putting a competitive spin on every Hebron Volleyball fundraiser.

"We put the kids into teams," she started. "They have a team captain and team names and after two weeks we do a checkpoint of what each team has raised."

Teams with better participation get more donations and are awarded for their efforts accordingly.

"'Oh! You don't have to do the hill today. You get out of conditioning today.' And oh boy, the donations go up," Keeney smiled.

Since fundraising with Snap! Raise, Hebron Volleyball has raised record amounts.

"We've doubled to tripled our funds with Snap! compared to cookie dough," she said. "It's brought in more money than anything I've ever done as far as fundraising goes."

Despite their success with Snap! Raise, Keeney admits she was hesitant to make the switch from her old go-to cookie dough fundraiser.

"I was a little afraid to let go of my cookie dough, but we're healthier without eating as many cookies," she laughed. "And it's so much easier."

"The problem with cookie dough is you've got to pass it out and you've got to store it and 'oh, so and so's parents didn't show up,'" Keeney said, recalling the trials and tribulations posed by product sales fundraiser.

Now that they're using Snap! Raise, the Lady Hawks can let the donations come to them – meaning they don't have to spend their free time as cookie dough salesmen.

“My kids and parents love it. They like that they don't have to go out and sell anything.”

Unlike their past product sales fundraisers, Snap! Raise doesn't limit the Hawks' scope of potential supporters.

“Some grandmas and grandpas couldn't contribute before because there was no way to get those products to them,” Keeney recalled. “It wasn't an easy deal.”

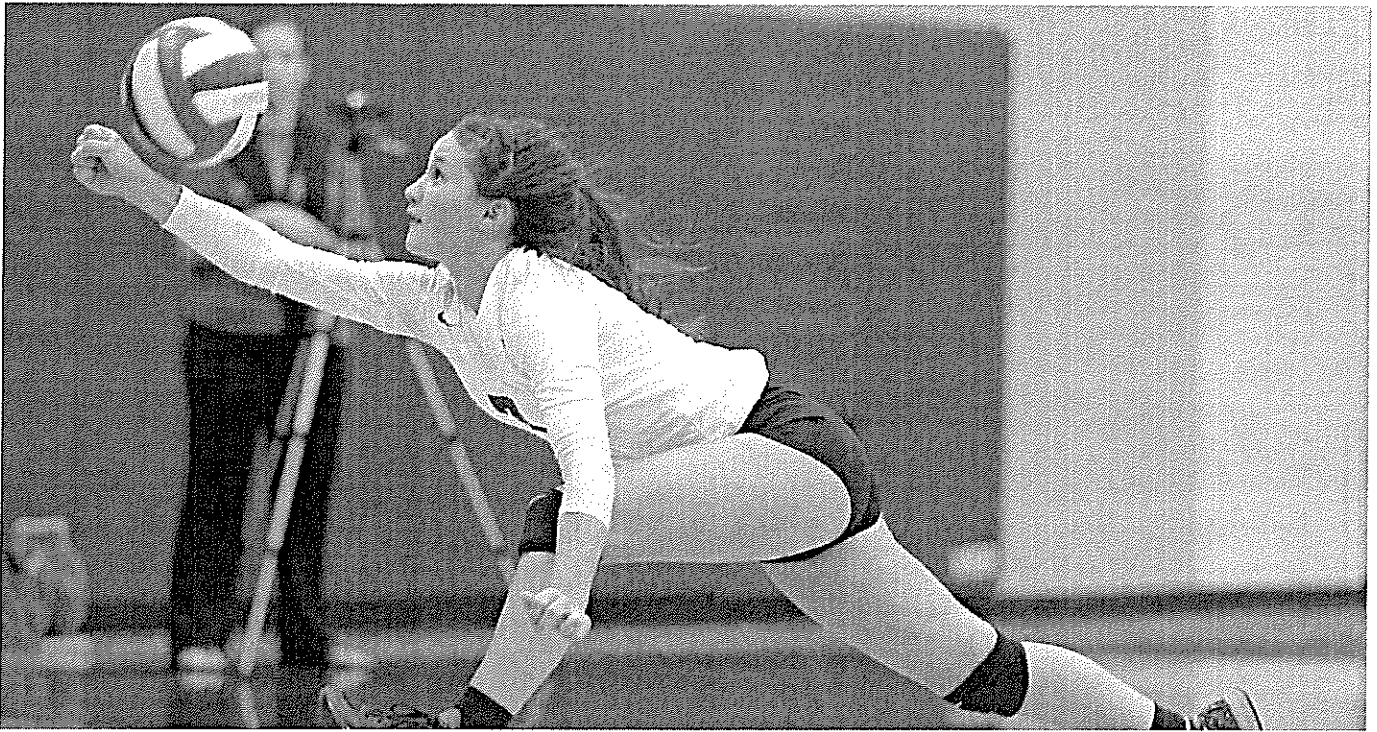
We work hard in this program. We teach the kids that nothing's handed to us. There are no guarantees when you work hard, but it sure makes it a little easier.

*- Coach Karin Keeney, Hebron High School Volleyball*

“I like that Snap! Raise involves more than just my little community,” she continued. “We can reach people all over. That's huge.”

Snap! Raise's online platform has allowed the Hawks' annual fundraiser to reach new heights, earning the program over \$120k through over 2,000 individual contributions.

“It's amazing what people are willing to do,” Keeney continued. “People who don't have kids who play for us but because of what we've done, our competitive program, they'll donate.”



As an elite team, the Hawks know better than anyone that the success of every volleyball fundraiser is critical to the vitality of their program's legacy. In order to compete at the highest level, they need the resources to continue improving and to keep up with their competition.

So far, successful Snap! Raise campaigns have aided the Hawks in their mission to perform at the best of their abilities.

"It allowed us way more comfortability in our travels," she said. "It costs over \$5,000 to travel with a team for four days. And I don't pay for meals. That's only the bus and the hotel."

Though experiences like tournaments can really break the bank, the Hawks are equipped to seek out their toughest competition, no matter where it may take them.

Even with these expensive experiences, Keeney says there's still money left over each year from their Snap! Raise campaign. She puts the additional funds in a savings account that allows her to save up for "the little things."

“We got a ball machine and I don’t think we would’ve gotten that ball machine if we hadn’t used Snap,” she said.

Keeney was also able to customize their equipment with their school logo.

“We put our logo on the pads that go around your poles,” she said. “It looks sharp when you come in the gym and there are some logos around. It looks good.”



The Hebron High School Gymnasium (Carrollton, Texas)

Thanks to their Snap! Raise campaigns, the Hebron Lady Hawks have the resources to *feel* like the elite team they are. Of course, that includes an end-of-year celebration fit for champions.

“Our banquet at the end of the year is a big deal. When you win state, you want to go all out. Our banquets have been great. It’s made a big difference in our program.”

At the moment, Keeney is preparing for their upcoming season. Preparations include visits from alumni who went on to play college volleyball, who serve to both motivate and inspire current players.

“They get to hear from kids who just sat where they did a year ago,” she began. “I put them in front of my kids and ask, ‘so what did you learn?’”

“The one thing they all say is ‘when you leave this program, you leave with a drive,’” she continued. “Not everybody has that drive. You’re going to find out in the world that not everybody thinks like you do.”

Hebron Volleyball is distinguished by its work ethic, and, when it comes down to it, that’s what it’s all about for Keeney.

“I always tell them, ‘it doesn’t matter if you never play another game of volleyball in your life; you’re going to go after a job, and there’s going to be 20, 30 people after that job,’” Keeney said.

“What are you going to do to stand out? How are you going to stand out?”

With one standout season after the next, the student athletes of Hebron Volleyball understand that it’s their relentless drive to compete that makes all the difference.

Looking to give your next volleyball fundraiser a bump? [Click here to learn more about how Snap! Raise is built to support volleyball programs with goals big and small.](#)

**WESTWOOD INDEPENDENT SCHOOL DISTRICT**  
**Authorization to Conduct Fund Raising Event**

Organization: WESTWOOD FFA Campus: HIGHTS Date submitted 9/2/2020

Fundraising Event: FALL/HOLIDAY MEAT + FRUIT

Requested fundraising date/dates: SEPT. 8<sup>th</sup> - NOV. 13<sup>th</sup> 2020

Vendor (if applicable) FRESH COUNTRY

5900 W. MARSHALL AVE. LONGVIEW TX  
Address City/State Telephone  
75604

List specific items that will be sold: MEATS, SWEETS, FRUIT

Price per item: \$ VARIES Will customer pay in advance? YES

Profit to organization should never be less than 50%; otherwise, explain \_\_\_\_\_

What will money raised from this fundraiser be used for? FFA ACTIVITIES

If **NO** vendor is involved; list location of event: \_\_\_\_\_  
Estimated cost to organization to start fundraiser \$ \_\_\_\_\_  
How much will you charge your customer? \$ \_\_\_\_\_ Will you accept donations? \_\_\_\_\_

I, KENNY DIVERLY, am submitting this fund raising request before my organization starts raising funds. I understand that I am held responsible for ordering and distributing merchandise and collecting all funds submitting funds to the office, to be deposited in my activity account. With the conclusion of this fund raiser, I will complete this form and return to the campus office.

**PERMISSION IS GRANTED TO CONDUCT THIS EVENT:**

[Signature] 9-3-20  
Campus Principal's Signature Date WISD Superintendent's Signature Date

Total Proceeds collected \$ \_\_\_\_\_  
Total Deposited in activity account \$ \_\_\_\_\_ Total invoice from vendor \$ \_\_\_\_\_  
Expenses incurred for a successful fundraiser \$ \_\_\_\_\_ (advertising, t-shirts, supplies, etc.)  
Total Profit my organization benefitted from this fundraiser \$ \_\_\_\_\_  
I, \_\_\_\_\_, understand that these funds will not be available until this form is completed and returned to the campus office

B. Minutes of Regular Board Meeting August 10, 2020 and August 27, 2020 Public Hearing, and Special Board Meeting August 27, 2020

OFFICIAL MINUTES OF THE BOARD OF TRUSTEES OF THE WESTWOOD ISD, #908,  
ANDERSON COUNTY, STATE OF TEXAS

Time & Date: 6:30 p.m., August 10, 20220

Place: Westwood Administration Office

Purpose: Regular Board Meeting

Members Present: President Dr. Don Rice, Mike Kelly, Craig Nivens, Dr. Carolyn Booker, and  
Ronnie Stanhope

Members Absent: Mike Bentley, and Leonard Armstrong

Others Present: Wade Stanford, Tiffany Carwell, Kyle Johnson and Brenda Bing

President Dr. Don Rice called the meeting to order at 6:30 pm.

**Invocation was given by**

**Pledge of Allegiance/Texas Pledge**

- A. On a motion by Mike Kelly and a second by Carolyn Booker the board voted unanimously to approve the agenda as presented.

**7. Information Items:**

- A. Finance Update-Kyle Johnson updated the board on the current status of the 19-20 budget and presented the balanced budget that will be going before the public for adoption.
- B. Board acknowledged Employee Handbook for the 2020-2021 school year.-Mr. Stanford went through the updated of the updated Employee Handbook
- C. 2019-2020 End of Year fundraiser summary-Mr. Stanford presented the fundraisers for 19-20 school year. High school had 2.
- D. Board acknowledged student handbooks for the 2020-2021 school year.-Mr. Stanford presented the student handbook and the board reviewed any changes.
- E. Federal Programs overview for the 2019-2020 school year and federal spending was presented by Tiffany Carwell.  
-Mrs. Carwell presented the spending/allocation trends for the federal funds for the previous four years. She discussed the low-socioeconomic status of the school (63%) and how this plays into our Title 1 funding. Gave a brief overview of the spending of the federal funds for the year and showed less was spent due to COVID. Reminded the board of the major initiatives for federal funds (improve instruction, support teachers, and student enrichment programs). Gave planning amounts for each fund for the 20-21 school year. She ended reviewing the strategic priorities for the district and the SMART Goal.
- F. Update 115 and addition to DED (Local)-Mr. Stanford reviewed update 115, which deals with local policy and Title 9. All these policies will be reviewed and updated as needed. Discussed updating DED (LOCAL) dealing with non-duty days for staff on 226 day working calendars.

- 8. On a motion by Carolyn Booker and a second by Mike Kelly the board voted unanimously approve the consent agenda.

- A. Fundraisers - HS/JH Football coupon card sales and Class of 2021 chocolate covered strawberry sales.
- B. Minutes of the regular board meeting July 13, 2020 and Special Board Meeting July 27, 2020 and

August 3, 2020.

- C. Change of election order for the school board election postponed from May 2, 2020 Election.
- D. Region 7 Educational Services for the district 2020-2021 school year.
- E. Code of Conduct 2020-2021 school year
- F. Campus and District Improvement Plans 2020-2021
- G. Region X Contract Services for the district 2020-2021

9. On a motion by Don Rice and a second by Carolyn Booker the board voted unanimously to approve the UIL Resolution. -Mr. Stanford reviewed the three options for home based learners and UIL activities and board approved option 2, which is by grading period.

- B. Board to consider 2020-2021 ASynchronous Attention Summary for the District  
On a motion by Don Rice and a second by Ronnie Stanhope the board voted unanimously to approve the Asynchronous Learning Plan for Westwood ISD. Discussed the Meet the Teacher and Back to School Bash Nights upcoming.

### **9. Closed Session**

The president stated the board would go into closed session at 7:53 pm.

The president stated the board would come out of closed session at 8:17 pm.

### **11. Future agenda items request and special events:**

12.. **ADJOURNMENT:** There being no further business, President Dr. Don Rice adjourned the meeting at 8:19 pm.

OFFICIAL MINUTES OF THE BOARD OF TRUSTEES OF THE WESTWOOD ISD, #908,  
ANDERSON COUNTY, STATE OF TEXAS

Time & Date: 6:00, August 27, 2020  
Place: Westwood Administration Office  
Purpose: Special Board Meeting  
Members Present: President Dr. Don Rice, Mike Kelly, Craig Nivens, Dr. Carolyn Booker, and  
Ronnie Stanhope  
Members Absent: Leonard Armstrong and Mike Bentley  
Others Present: Wade Stanford, Kyle Johnson, Brenda Bing and see attached list

President Dr. Don Rice called the meeting to order at 6:00 pm.

Invocation given by Carolyn Booker.

**Pledge of Allegiance/Texas Pledge**

Presentation of Budget and Tax Rate for the 2020-2021 school year, presented by Kyle Johnson.

Public comments:

Adjournment: 6:05 pm

**APPROVED** \_\_\_\_\_

**ATTEST** \_\_\_\_\_

OFFICIAL MINUTES OF THE BOARD OF TRUSTEES OF THE WESTWOOD ISD, #908,  
ANDERSON COUNTY, STATE OF TEXAS

Time & Date: 6:10 pm, August 27, 2020  
Place: Westwood Administration Office  
Purpose: Special Board Meeting  
Members Present: President Dr. Don Rice, Mike Kelly, Craig Nivens, Leonard Armstrong Dr.  
Carolyn Booker  
and Ronnie Stanhope  
Members Absent: Mike Bentley  
Others Present: Wade Stanford, Kyle Johnson, Brenda Bing and see attached list

President Dr. Don Rice called the meeting to order at 6:22pm.

**2. Action Items:**

- A. On a motion by Carolyn Booker and a second by Leonard Armstrong the board voted unanimously to approve the agenda as presented.
- B. On a motion by Mike Kelly and a second by Ronnie Stanhope the board voted unanimously to approve the budget amendment for the 2019-2020 school year.
- C. On a motion by Don Rice and a second by Carolyn Booker the board voted unanimously to approve resolution commitment of general funds and special revenue funds unassigned fund balances.
- D. On a motion by Carolyn Booker and a second by Craig Nivens the board voted unanimously to approve the Compensation Plan for the 2020 – 2021 school year.
- E. On a motion by Mike Kelly and a second by Leonard Armstrong the board voted unanimously to approve and adopt the school district's budget for the 2020-2021 fiscal year.
- F. On a motion by Mike Kelly and a second by Ronnie Stanhope the board voted unanimously to approve DED (Local)
- G. On a motion by Ronnie Stanhope and a second by Craig Nivens the board voted unanimously to approve and adopt the tax rate for the 2020-2021 school year.

**3. Information Items**

- A. Discussion of local COVID-19 Days-Mr. Stanford
  - a. Discussion on the proposed district policy to add 10 additional local days for the 2020-2021 school year due to personal COVID absences. Days would be used in this order: 1) 10 federal COVID days; 2) 9 local days; 3) 10 additional days for COVID.
- B. Discussion of contract with Fitzpatrick Architects-Mr. Stanford

- a. Contracted amount is \$100,000 pre-billed. If the bond is successful, we owe them \$92,500, but this money can be rolled back into the bond proceeds. If the bond is unsuccessful, we are under contract with Fitzpatrick Architects for 5 years for any construction services. The \$92,500 payment would get the district out of this 5-year agreement.

4. Future agenda items and requests

**There being no further action by the President, Dr. Don Rice adjourned the meeting at 7:08 pm.**

**APPROVED** \_\_\_\_\_

**ATTEST** \_\_\_\_\_

C. Quarterly Tax Report  
**Presenter:** Kyle Johnson

5711 5712 5719					5711 5712 5719					5711 5712 5719				
DATE	Current	Prior	P & I	Total	DATE	Current	Prior	P & I	Total	DATE	Current	Prior	P & I	Total
<b>JUNE</b>					<b>JULY</b>					<b>AUGUST</b>				
6/1/2020	\$680.93	-\$117.00	\$74.64	\$638.57	7/1/2020	\$1,160.48	\$56.10	\$178.64	\$1,395.22	8/3/2020	\$3,676.41	\$213.70	\$706.57	\$4,596.68
6/2/2020	\$3,449.99	\$108.82	\$492.61	\$4,051.42	7/2/2020	\$1,374.19	\$765.98	\$453.03	\$2,593.20	8/4/2020	\$188.27	\$0.00	\$27.37	\$215.64
6/3/2020	\$894.94	\$0.00	\$99.57	\$994.51	7/6/2020	-\$9,343.30	\$0.00	\$895.74	-\$8,447.56	8/5/2020	\$17.05	\$0.00	\$3.07	\$20.12
6/4/2020	\$3,388.47	\$1,267.76	\$1,086.71	\$5,742.94	7/7/2020	\$158.21	\$95.83	\$70.76	\$324.80	8/6/2020	\$334.64	\$205.31	\$127.23	\$667.18
6/5/2020	\$858.37	\$53.94	\$144.40	\$1,056.71	7/8/2020	\$433.06	\$0.00	\$38.64	\$471.70	8/7/2020	\$0.00	\$170.34	\$106.78	\$277.12
6/8/2020	\$1,512.55	\$4,932.41	\$4,463.43	\$10,908.39	7/9/2020	\$3,180.25	\$113.62	\$527.51	\$3,821.38	8/10/2020	\$1,830.56	\$745.95	\$623.07	\$3,199.58
6/9/2020	\$274.50	\$0.00	\$27.86	\$302.36	7/10/2020	\$139.88	\$0.00	\$25.18	\$165.06	8/11/2020	\$156.31	\$145.75	\$120.87	\$422.93
6/10/2020	\$276.61	\$0.00	\$38.03	\$314.64	7/13/2020	\$188.53	\$0.00	\$5.77	\$194.30	8/12/2020	\$16.44	\$41.34	\$23.88	\$81.66
6/11/2020	\$515.51	\$71.51	\$94.47	\$681.49	7/14/2020	\$335.91	\$0.00	\$32.28	\$368.19	8/13/2020	\$333.61	\$170.53	\$116.24	\$620.38
6/12/2020	\$659.42	\$0.00	\$47.75	\$707.17	7/15/2020	\$363.29	\$31.21	\$13.11	\$407.61	8/14/2020	\$647.54	\$1,197.44	\$494.23	\$2,339.21
6/15/2020	-\$21,510.82	-\$291.15	-\$2,719.79	-\$24,521.76	7/16/2020	\$402.40	\$1,233.51	\$676.45	\$2,312.36	8/17/2020	\$1,009.09	\$456.45	\$408.51	\$1,874.05
6/16/2020	\$196.30	\$139.70	\$69.96	\$405.96	7/17/2020	\$1,618.31	\$23.20	\$297.55	\$1,939.06	8/18/2020	\$67.05	\$1,174.17	\$653.42	\$1,894.64
6/17/2020	\$429.33	\$0.00	\$64.39	\$493.72	7/20/2020	\$1,571.36	\$0.00	\$273.11	\$1,844.47	8/19/2020	\$400.77	\$0.00	\$30.29	\$431.06
6/18/2020	\$280.20	\$23.35	\$39.26	\$342.81	7/23/2020	\$1,884.22	\$140.96	\$344.90	\$2,370.08	8/20/2020	\$419.29	\$0.00	\$55.26	\$474.55
6/19/2020	\$2,338.74	\$0.00	\$350.81	\$2,689.55	7/24/2020	\$2,497.90	\$395.16	\$477.16	\$3,370.22	8/21/2020	\$333.73	\$0.00	\$63.40	\$397.13
6/20/2020	\$112.74	\$0.00	\$16.91	\$129.65	7/27/2020	\$1,397.69	\$339.68	\$296.87	\$2,034.24	8/24/2020	\$158.46	\$0.00	\$30.11	\$188.57
6/24/2020	\$770.90	\$0.00	\$115.64	\$886.54	7/28/2020	\$2,061.70	\$0.00	\$268.05	\$2,329.75	8/25/2020	\$121.58	\$75.25	\$68.19	\$265.02
6/25/2020	\$311.99	\$48.43	\$82.38	\$442.80	7/29/2020	\$703.97	\$82.61	\$102.77	\$889.35	8/26/2020	\$63.91	\$29.98	\$21.44	\$115.33
6/26/2020	\$2,644.09	\$186.71	\$445.84	\$3,276.64	7/30/2020	\$1,391.99	\$115.80	\$178.92	\$1,686.71					\$0.00
6/29/2020	\$950.37	\$885.50	\$448.25	\$2,284.12	7/31/2020	\$2,717.48	\$569.28	\$477.42	\$3,764.18					\$0.00
6/30/2020	\$2,857.29	\$354.53	\$569.16	\$3,780.98					\$0.00					\$0.00
				\$0.00					\$0.00					\$0.00
				\$0.00					\$0.00					\$0.00
				\$0.00					\$0.00					\$0.00
<b>TOTALS</b>	<b>\$1,892.42</b>	<b>\$7,664.51</b>	<b>\$6,052.28</b>	<b>\$15,609.21</b>	<b>TOTALS</b>	<b>\$14,237.52</b>	<b>\$3,962.94</b>	<b>\$5,633.86</b>	<b>\$23,834.32</b>	<b>TOTALS</b>	<b>\$9,774.71</b>	<b>\$4,626.21</b>	<b>\$3,679.93</b>	<b>\$18,080.85</b>

Total Current Tax Levy: \$5,202,053.40

YTD Total Current Levy Collected: \$5,107,184.39

Percentage of Total Levy Collected: 98%

D. Periodic and Annual Investment Reports  
**Presenter:** Kyle Johnson

# Westwood I.S.D.

## MEMO

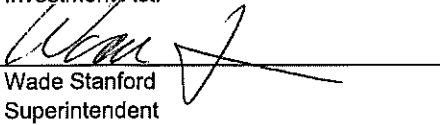
TO: Board Members  
 FROM: Kyle Johnson  
 SUBJECT: Investment Report  
 DATE: August 31, 2020

This report is for the period June 1 through August 31, 2020. All cash monies not needed for the everyday operation of the school district are invested in the Govt. Overnight Fund of the Lone Star Investment Pool, one Certificate Of Deposit with First Bank and Trust, and the CDARS program through Texas National Bank of Jacksonville.

### General Operating Fund

Purchase Date	Security Type	Amount	Maturity	Int. Rate	Int. Earned	
	<b>Lone Star Beginning Balance</b>	<b>\$ 5,442,456</b>				
June	Deposit	\$ -			\$2,092.89	
	W/D	\$ 800,000				
July	Deposit	\$ 2,200,000			\$1,370.47	
	W/D	\$ 800,000				
August	Deposit	\$ -			<u>\$1,228.07</u>	
	W/D	<u>\$ 950,000</u>				
	<b>Lone Star Ending Balance</b>	<b>\$ 5,097,147</b>	<b>(INC INTEREST)</b>		<b>\$ 4,691</b>	
1/10/2020	1-Yr CD	\$ 1,087,039	1/10/2021	1.68%	\$ 4,572	new interest rate effective 1/13/20
3/19/2020	CDARS	<u>\$ 1,079,611</u>	3/18/2021	1.65%	<u>\$ 4,520</u>	new interest rate effective 1/13/20
					<b>\$ 9,092</b>	

This report is in compliance with the strategies as approved and the Public Funds Investment Act.

  
 Wade Stanford  
 Superintendent

  
 Kyle Johnson  
 Asst Superintendent of Finance and Operations

**WESTWOOD INDEPENDENT SCHOOL DISTRICT  
ANNUAL REVIEW OF INVESTMENTS  
9/14/2020**

Westwood ISD has had all funds invested in accordance with the district's investment policy. WWISD primarily invests in Lone Star Investment Pool, which currently is \$3,684,028. We have invested \$1,074,005 in a one-year CD with Southside Bank at 1.68% maturing on 1/10/2021.

We also renewed our CDARS Program, containing \$1,089,031 in March, 2020 with Texas National Bank of Jacksonville earning 1.65% interest.

Total interest earnings for the 12-month period ending 08/31/2020 were \$117,604.89.

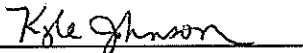
Investment Pools are very liquid and money can be transferred out in a matter of hours.

A copy of the current investments policy, both CDA (LEGAL) and (LOCAL), is attached for your review. I have also included at the bottom of this page a breakdown of our earnings over the past twelve months. As investment officer for the district I have received 5 hours of investment training as required by law.

In the ensuing year, I plan to be very prudent with the investments of the district. All investments will be made according to the district's policy and strategies. I will continue to receive training as well as call on local experts in the investment field in order to maximize our earnings.

Month	2019-20 CD	2019-20 Lone Star	2019-20 CDARS
Sep		\$7,943.48	\$2,106.32
Oct	\$6,497.00	\$8,843.93	\$2,180.89
Nov		\$8,750.04	\$2,114.77
Dec		\$8,775.19	\$2,189.65
Jan	\$6,536.30	\$7,967.94	\$2,194.12
Feb		\$9,673.62	\$2,056.62
Mar		\$8,380.41	\$1,913.87
Apr	\$4,617.38	\$4,760.47	\$1,467.68
May		\$3,332.86	\$1,518.67
Jun		\$2,092.89	\$1,471.72
Jul	\$4,572.39	\$1,370.47	\$1,522.89
Aug		\$1,228.07	\$1,525.00
	\$22,223.07	\$73,119.37	\$22,262.20
Total 19-20			\$117,604.64

Prepared by:



Kyle Johnson  
Asst. Supt. of Finance & Operations

Reviewed by:



Wade Stanford  
Superintendent

E. Interlocal Agreement with Anderson County Elections Office for the November 3, 2020 Election

# INTERLOCAL AGREEMENT

November 3, 2020 General Election

ANDERSON COUNTY  
&  
WESTWOOD ISD Trustee Election

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between Anderson County, Texas, a political subdivision of the State of Texas (*hereinafter referred to as "COUNTY"*), and Westwood Independent School District, a governmental entity of the State of Texas (*hereinafter referred to as "SCHOOL."*)

**WHEREAS**, the COUNTY provides election administration services to local entities located in Anderson County; and

**WHEREAS**, the SCHOOL being located within Anderson County intends to call a Trustee Election during the November 3, 2020 General Election; and

**WHEREAS**, the SCHOOL desires to have a joint election with Anderson County during the November 3, 2020 General Election; and

**WHEREAS**, Section 271.002 of the Texas Election Code authorizes more than one political subdivision to hold joint elections; and

**WHEREAS**, the COUNTY is the owner of certain electronic voting equipment described in the Lease Agreement of Election Equipment.

**WHEREAS**, the SCHOOL is in need of electronic voting equipment for use in their elections.

**WHEREAS**, the COUNTY is desirous of sharing/lease its electronic voting equipment for use in their election.

**WHEREAS**, both the COUNTY and SCHOOL desire to enter into an Interlocal Agreement, pursuant to Texas Government Code Chapter 791.011 (a), whereby the COUNTY and the SCHOOL will agree upon the terms of said written agreement

**NOW, THEREFORE**, the COUNTY and the SCHOOL mutually agree as follows:

## CONSIDERATION

As consideration for performing the duties herein described in relation to the SCHOOL, held November 3, 2020, as a joint election, the COUNTY shall charge ½, all, or the amount necessary of its actual cost plus an Elections Administrative fee of ten percent (10%) of the total amount of actual costs of holding the SCHOOL'S election by contract pursuant to Texas Election Code Section. The COUNTY and the SCHOOL agree that the estimated total cost of the SCHOOL election, as reflected in Exhibit "A", sets forth the estimated compensation to be paid to Anderson COUNTY provided by invoice.

**I.**  
**TERM OF AGREEMENT**

- A. The COUNTY and the SCHOOL mutually agree that the term of this Agreement will be from the date it is formally and duly executed by both the COUNTY and the SCHOOL.
- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return mail receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party will have any obligations to the other party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

**II.**  
**COUNTY RESPONSIBILITIES**

- A. The COUNTY through the Anderson County Elections Administrator will provide staffing, equipment and all other needed materials for **one** Early Voting site, reflected in Exhibit "B", for the Westwood SCHOOL District and for the County 2020 General Election .
- B. The COUNTY through the Anderson County Elections Administrator will provide staffing, equipment and all other needed materials for Election Day Polling places located in Westwood SCHOOL District and for the County 2020 General Election , reflected in Exhibit "B".
- C. The COUNTY through the Anderson County Elections Administrator will
  - 1. Order and distribute supplies for EV & Election Day
  - 2. Tabulate ballots by mail and in person for EV & Election Day
  - 3. Conduct training for EV & Election Day
  - 4. Test tabulation equipment and publication of such test. Prepare Writs of Election and all memos for EV & Election Day workers.
  - 5. Count ballots, process election returns in accordance with the Texas Election Code.
  - 6. Prepare *unofficial* election returns after all Anderson County precincts have been counted. Prepare *official* election returns to canvass tabulation of votes prior to canvass deadline.
- D. The COUNTY through the Anderson County Elections Administrator will provide all duties necessary as required under the Texas Election Code in order to conduct the SCHOOL Election and the November 3, 2020, General Election .

**III.  
SCHOOL RESPONSIBILITIES**

- A. The SCHOOL will reimburse the COUNTY ½ of Total Cost within the SCHOOL District precincts, subject to additional charges as needed. The SCHOOL will reimburse all Total cost upon being invoiced. The SCHOOL maybe required to submit a deposit 30 days prior to Early Voting (October 13, 2020).
  
- B. The SCHOOL shall prepare Election Orders, *Notice of Election*, Resolutions, Official canvass, or any document pertinent for the SCHOOL Election. Any required submissions on voting changes should be submitted to the DOJ. The SCHOOL shall provide and design the ballot layout in Spanish & English in an electronic format.
  
- C. The SCHOOL, in the event of a recount, agrees to reimburse any expenses incurred by the COUNTY not covered by charges assessed to the person requesting recount.

**IV.  
GENERAL PROVISIONS**

- A. **General Administration:**  
The COUNTY and the SCHOOL will designate their respective representatives for the general administration of this Agreement.
  
- B. **Alteration, Amendment or Modification:**  
This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement.
  
- C. **Notice:**  
Notices sent pursuant to this Agreement will be sent to the Anderson County Judge's Office at the following address:

Robert Johnston  
Anderson County Judge  
703 N Mallard, Suite 101  
Palestine, TX 75801

Notices sent pursuant to this Agreement may be delivered or sent to the SCHOOL at the following address:

Wade Stanford  
Superintendent, Westwood ISD  
P O Box 260  
Palestine, TX 75802

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notices will be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. postal office.

D. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not effect the remaining provisions of this Agreement.

E. **Breach:**

The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.

F. **Non-Waiver:**

The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

G. **Entire Agreement:**

This Interlocal Agreement constitutes the entire Agreement between the COUNTY and the SCHOOL. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.

H. **Terms used in Document:**

As used in this Agreement, the terms "Interlocal Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.

I. **Non-Defined Terms:**

If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage.

# Anderson County

Approved in the Anderson County Commissioner Court Meeting on the  
\_\_\_\_\_ day of September 2020 and executed by the  
County Judge, as Authorized Representative of Anderson County.

Approved

\_\_\_\_\_  
Signature  
Robert Johnston  
Anderson County Judge

Attest

\_\_\_\_\_  
Signature  
Casey Brown  
Elections Administrator

# Political Subdivision

Approved

\_\_\_\_\_  
Signature/Date  
Wade Stanford  
Westwood ISD Superintendent

Attest

\_\_\_\_\_  
Signature/Date  
Administrator or Other

**Exhibit "A"**

**Estimate Cost of Services  
(3 County Polling Locations-Contested Race only)**

	Quantity	Unit Cost	Subtotal Costs	Extended Costs (WISD)
<b>Ballots</b>		.36	\$9500	\$500.00
<b>Election Equipment</b>				
Automark	4	00.00	00.00	00.00
Precinct Counters	4	00.00	00.00	00.00
<b>Testing</b>				
Notice of Tabulation Testing (Herald Press)	1	185.00		37.00
<b>Polling Places &amp; Fees</b>				
Voting Box 09-----Tucker Community		0	0	0
Voting Box 19-----Westwood Jr High		0	0	0
Voting Box 21-----Lone Pine Church		0	0	0
<b>Compensation of Judges &amp; Clerks</b>				
Early Voting 3 weeks of Early Voting	6	9.00	Each 120hrs+Overtime \$7000.00	\$1500.00
<b>WISD (3 Polling Locations)</b> * Election Day Judges/Alternates/Clerks	12	9.00 @ 14hrs	\$1512.00	\$756.00
Additional Fee for Alternate Jdgs	3	10.00	30.00	15.00*
Additional Fee for Presiding Jdgs	3	15.00	45.00	22.50*
<b>Early Ballot Board Members</b>	3	9.00@ 5hrs each	180.00	90.00
<b>Central Counting Station Workers</b>	5	40.00 each	200.00	100.00
<b>Compensation of County Employee</b>				
Overtime if applicable	????	????	????	????
<b>Vendor Charges (ES&amp;S)</b>				
Programming (ES&S) Automark, 650 Scanner, M100		10,000		1200.00
<b>Total Contract Cost</b>				<b>\$4220.50</b>
Administrative Fee (10% calculated on final bill)				<b>\$422.05</b>
Final cost				<b>\$4642.55</b>

**SOME ITEMIZED AMOUNTS WILL INCREASE OR DECREASE**

## Exhibit “B”

### Anderson County General Election & Westwood ISD Trustee Election November 3, 2020

*Regular Business Hours from 8:00am to 5:00pm*

***Tentative Dates apply to Weekend and Extended Voting***

*(County Notice of Election will reflect final hours of operation)*

<b>Monday</b>	Tuesday Day 1	Wednesday Day 2	Thursday Day 3	Friday Day 4
<b>October 12 HOLIDAY</b>	October 13 <b>7AM TO 7PM T</b>	October 14 8AM TO 5PM	October 15 8AM TO 5PM	October 16 8AM TO 5PM
<i>Saturday Day 5 October 17-CLOSED</i>	<i>Sunday Day 6 October 18-CLOSED</i>			
Monday Day 5	Tuesday Day 6	Wednesday Day 7	Thursday Day 8	Friday Day 9
October 19 <b>7AM TO 7PM</b>	October 20 8AM TO 5PM	October 21 8AM TO 5PM	October 22 8AM TO 5PM	October 23 8AM TO 5M
<i>Saturday Day 10 October 24 <b>8PM TO 5PM</b></i>	<i>Sunday Day 11 October 25 <b>10AM TO 4PM</b></i>			
Monday Day 12	Tuesday Day 13	Wednesday Day 14	Thursday Day 15	Friday Day 16
October 26 <b>7AM TO 7PM</b>	October 27 <b>7AM TO 7PM</b>	October 28 <b>7AM TO 7PM</b>	October 29 8AM TO 5PM	October 30 8AM TO 5M

### Election Day Polling Locations

<b>VOTING BOX</b>	<b>Anderson County Polling Places &amp; Westwood ISD</b>	<b>POLLING ADDRESS</b>
<b>09</b>	Washington Early Childhood	<b>1011 W HAMLETT-PALESTINE</b>
<b>19</b>	Westwood Jr High	<b>1801 PANTHER BLVD-PALESTINE</b>
<b>21</b>	Lone Pine Church	<b>299 N US HWY 287-PALESTINE</b>

Election Day Hours of Operation

- 7:00AM TO 7:00PM
- Tuesday, November 3, 2020

- F. Cancel school board trustee election for districts 2 & 5
- G. Update 115

# Vantage Points

## A Board Member's Guide to Update 115

**Please note:** *Vantage Points* is an executive summary, prepared specifically for board members, of the local policies included in the update. The topic-by-topic outline and brief descriptions focus on key issues to help local officials understand changes found in the policies.

**The description of local policy changes in *Vantage Points* is highly summarized. Please pay careful attention to the more detailed, district-specific Explanatory Notes and the policies in your localized update packet.**

For questions, contact Policy Service at [policy.service@tasb.org](mailto:policy.service@tasb.org), call us at 800-580-7529, or visit our website at [policy.tasb.org](http://policy.tasb.org).

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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Update 115 focuses on updating and reorganizing several policies in the FFE series of the policy manual addressing student welfare. FFEA continues to focus on counseling, and a new code, FFEB, focuses on mental health provisions.

Several policies have been revised to incorporate the new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment.

In addition to these changes, Update 115 includes several other policies affected by legislation from the 86th Legislative Session that were not included in Update 114 and incorporates numerous changes from revised Administrative Code rules.

**We strongly encourage you to review the Explanatory Notes contained in your district's update packet for information specific to your local policies and background on changes to the legal policies. Please remember that (LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.**

## **Section B—Local Governance**

### **Board Policy**

A revision to **BF(LOCAL)** addressing board policy adoption clarifies that a district's legally referenced policies are not adopted by the board. The (LEGAL) policies provide information on current law and context for the district's (LOCAL) policies.

## **Section D—Personnel**

### **Compensation and Benefits**

For districts that provide paid vacation and holiday benefits, recommended revisions to **DED(LOCAL)** address the board's authorization of these programs, including which employees are eligible for the benefits. Administrative procedures are recommended to address the details of these programs to promote consistent, effective implementation and prevent conflict between policy and administrative procedures.

### **Discrimination, Harassment, and Retaliation**

Revisions to **DIA(LOCAL)** incorporate the recent United States Supreme Court decision *Bostock v. Clayton County, Georgia*, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Other revisions address the new Title IX regulations and:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;
- Indicate that the district will follow the district's existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and
- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district's policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

**Section E—  
Instruction**

**Academic  
Achievement**

Revised Administrative Code rules prompted revisions to **EI(LOCAL)** on academic achievement. Provisions on partial credit reflect new terminology from the rules regarding awarding of credit proportionately when a student receives a passing grade in “half” of a course, rather than per “semester.”

To provide flexibility, Policy Service recommends deletion of the statement in most districts' policies that a student shall be required to retake only the portion of the course with a failing grade. There are various methods for a student to earn credit for the failed part of a course, and board policy is not required to specify which particular method may be used.

For those districts that did not have existing provisions on awarding course credit proportionately to a student who successfully completes only half a course, provisions have been recommended for the district's consideration. **This is optional text; contact the district's policy consultant if the district does not wish to include it.**

Some districts' local policies included provisions on late enrollment or withdrawal of mobile students. To avoid conflict with new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care, which are addressed in FD(LOCAL), below, Policy Service recommends deleting these provisions from EI(LOCAL). Any specific practices in this area will need to align with the new rules and could be included in administrative procedures.

## **Section F— Students**

### **Admissions**

As mentioned above, recommended changes to **FD(LOCAL)** on admissions are based on new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care. The rules require districts to adopt local policy to assist with awarding credit to these students for a course that was earned prior to the student enrolling in or transferring to the district.

### **Attendance Accounting**

Recommended revisions to **FEB(LOCAL)** on attendance accounting are to address amended Administrative Code rules. The rules remove the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended policy text assigns to the superintendent the responsibility of designating the district's official attendance-taking time. Note that there is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

### **Child Abuse and Neglect**

**FFG(LOCAL)** on child abuse and neglect has been significantly revised to comply with amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of children that must be included in the district improvement plan and the student handbook.

The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from FFG(EXHIBIT) into the local policy and recommend deletion of the exhibit.

### **Discrimination, Harassment, and Retaliation**

Revisions to **FFH(LOCAL)** address the new Title IX regulations and are similar to those made at **DIA(LOCAL)**, above. The **FFH(LOCAL)** revisions:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;
- Indicate that the district will follow the district's existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and
- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district's policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

Provisions in **FB(LOCAL)** on the district's Title IX coordinator for students have been updated to include required language from the new Title IX regulations. Corresponding wording changes were also made to the ADA/Section 504 coordinator text.

**Student and Parent Complaints**

**FNG(LOCAL)** on grievances by students and parents includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined. In addition, we have reordered the list of protected characteristics at Other Complaint Processes, item 1, to align with revisions at FFH(LOCAL) above.

**Section G— Community and Governmental Relations**

**Public Complaints**

As with FNG(LOCAL), above, **GF(LOCAL)** on complaints by members of the public includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined.

**Miscellaneous Deletions**

Several local policies focusing on administrative details are recommended for deletion for those districts that had them. Board-adopted policy is not required on these topics.

- BDF(LOCAL)—citizen advisory committees
- DMD(LOCAL)—professional meetings
- FMF(LOCAL)—student contests and competitions

*A message from TASB Governmental Relations*

### **TASB Advocates for Public Schools**

It's a given that state and federal legislation influences school district policy and practice. But did you know that school board members can influence legislation?

- As a private citizen who serves the public, your voice has weight with legislators.<sup>1</sup>
- By engaging with TASB<sup>2</sup> you can influence the TASB Advocacy Agenda by participating in our grassroots meetings, attending Delegate Assembly, serving on the TASB Legislative Advisory Council, and more.

If you have questions about TASB's advocacy efforts and programs, contact TASB Governmental Relations<sup>3</sup> at 800-580-4885 or Dax.Gonzalez@tasb.org.

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<sup>1</sup> Working with Legislators: <https://www.tasb.org/trustees/champion-your-district/working-with-legislators.aspx>

<sup>2</sup> Engage with TASB: <https://www.tasb.org/trustees/champion-your-district/engage-with-tasb.aspx>

<sup>3</sup> TASB Governmental Relations: <https://gr.tasb.org>

9. **ACTION ITEMS**

- A. Discussion and possible approval of local COVID-19 Days  
**Presenter:** Wade Stanford

## Westwood ISD Agenda Item Information

**Meeting Date: September 14, 2020**

**Subject: Local COVID-19 Days**

**Administrator Responsible: Wade Stanford**

**Summary: The District provides nine (9) days at full pay to each employee to use for any absence of any sort. In addition to these days, the federal government has authorized ten (10) days at (A) full pay (maximum \$511 per day) if the employee is subject to a quarantine or isolation order related to COVID-19, advised to self-quarantine by health care provider, or experiencing symptoms of COVID-19 and are seeking a medical diagnosis. (B) partial pay (maximum \$200 per day) when leave is taken to care for an individual subject or advised to quarantine or isolate or care for a son or daughter if school or place of care is closed or childcare provider is unavailable due to COVID-19.**

**The District would like to add ten (10) additional local COVID-19 days for the 2020-2021 school year only. These days would be subject to the same guidance and oversight as the ten (10) days authorized by the federal government.**

**Days would be used in this order: 1) Ten (10) federal COVID-19 days 2) Nine (9) local days 3) Ten(10) local COVID-19 days**

**Administration's Recommendation: The Administration recommends the School Board approve adding ten (10) local COVID-19 days for the 2020-2021 school year only subject to the same guidance and oversight as the ten (10) COVID-19 days authorized by the federal government.**

**Board Approval Required**

**XYES**

**XNO**

- B. Discussion and possible approval of contract with Fitzpatrick Architects  
**Presenter:** Wade Stanford/Board

## **Westwood ISD Agenda Item Information**

**Meeting Date: September 14, 2020**

**Subject: Fitzpatrick Architects Contract**

**Administrator Responsible: Wade Stanford**

**Summary: Attached is the draft Fitzpatrick Architects contract and amendment revisions. All documents have been thoroughly reviewed by our attorney, John Hardy. This item was presented as a First Read during the August 27, 2020 Special Board Meeting.**

**Administration's Recommendation: The Administration recommends the School Board to approve the Fitzpatrick Architects contract and amendments.**

**Board Approval Required**

**XYES**

**NO**

# DRAFT AIA<sup>®</sup> Document B101<sup>™</sup> - 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the *???* day of *« »* in the year *« »*  
(In words, indicate day, month and year.)

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

Westwood Independent School District  
4524 W. Oak  
Palestine, Texas 75802  
(903) 729-1776

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

Fitzpatrick Architects  
5201 S. Broadway Avenue, Suite 200  
Tyler, Texas 75703  
(903) 592-0728

Working with the following Architect as a prime consultant to Fitzpatrick Architects:

Pfluger Architects, Inc.  
603 Munger Avenue, Suite 100-208  
Dallas TX, 75202  
(469) 333-2121

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

Westwood ISD Long-Range Educational and Facilities Masterplan

Work consists of Educational Needs and Facility Condition Assessment and related Masterplan for all campuses. Also includes study to determine if a Bond Referendum is necessary to conduct work identified in the Masterplan and Assessment phase.

Bond Election Assistance if required and directed by the Board of Trustees

All architectural and engineering services as it relates to the Long-Range Facilities Masterplan or as assigned by Westwood Independent School District

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.

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



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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 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

§ 1.1 Intentionally Deleted

§ 1.1.1 Intentionally Deleted

§ 1.1.2 Intentionally Deleted

§ 1.1.3 Intentionally Deleted

§ 1.1.4 Intentionally Deleted

§ 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.)*

Construction Manager at Risk  
Jackson Construction  
409 S. Stephens Street  
Quitman, Texas 75783  
(903) 763-2918

§ 1.1.6 Intentionally Deleted



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

Wade Stanford, Superintendent  
(903) 729-1776

Kyle Penn, Assistant Superintendent of Finance and Operations  
(903) 729-1776

§ 1.1.8 Intentionally Deleted

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

- .1 Geotechnical Engineer:
- .2 Civil Engineer:
- .3 Environmental Engineer (identification of presence and location of asbestos-laden materials)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

## 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.

§ 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.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to 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.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars ( \$ 1,000,000 ) for each occurrence and two million dollars ( \$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ( \$ 1,000,000 ) 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.

§ 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 one million dollars ( \$ 1,000,000 ) each accident, one million dollars ( \$ 1,000,000 ) each employee, and one million dollars ( \$ 1,000,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars ( \$ 2,000,000 ) per claim and two million dollars ( \$ 2,000,000 ) in the aggregate.

§ 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.

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

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

§ 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.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 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, services and information furnished by the Owner and the Owner's consultants. 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.

**§ 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. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner'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 approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 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.

**§ 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.

**§ 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.

### **§ 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.

**§ 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 of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner 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 with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and 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.

**§ 3.2.5.1** The Architect shall consider 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 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 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 approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's 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 update 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 approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's 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.

§ 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; (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.

§ 3.4.4 The Architect shall update the estimate for the 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 approval.

### § 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 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.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders 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.

**§ 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 prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 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.

**§ 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 AIA Document A201™–2017, General Conditions of the Contract for Construction. 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.

**§ 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, quantity takeoffs, coordination with Contractor's subcontract work, 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.

**§ 3.6.1.2.1** Jobsite Safety - Neither the professional activities of the Architect, nor the presence of the Architect, or its employees and consultants at a construction/project site, shall relieve any Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

The Owner agrees that the Contractor shall be solely responsible for jobsite safety, and agrees that this intent shall be carried out in the Owner's contract with the Contractor.

**§ 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.

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

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, 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. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to 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.

**§ 3.6.2.3** The Architect shall interpret and decide 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 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 to secure faithful performance by both Owner and Contractor, shall not show partiality to either, 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 on Claims between the Owner and Contractor as provided in the Contract Documents.

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

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, 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 evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 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.

**§ 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 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.

**§ 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** Subject to Section 4.2, 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.

#### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** 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, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

#### **§ 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.

§ 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.

§ 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 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.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. 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.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	(included in Basic Services)
§ 4.1.1.2 Multiple preliminary designs	(included in Basic Services)
§ 4.1.1.3 Measured drawings	(included in Basic Services)
§ 4.1.1.4 Existing facilities Study	(included in Basic Services)
§ 4.1.1.5 Site evaluation and planning	(included in Basic Services)
§ 4.1.1.6 Building Information Model management responsibilities	(included in Basic Services)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	(included in Basic Services)
§ 4.1.1.9 Landscape design	(included in Basic Services)
§ 4.1.1.10 Architectural interior design	(included in Basic Services)
§ 4.1.1.11 Value analysis	Contractor
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Contractor
§ 4.1.1.13 On-site project representation	Additional services beyond those identified in 4.2.3
§ 4.1.1.14 Conformed documents for construction	(included in Basic Services)
§ 4.1.1.15 As-designed record drawings	Contractor

§ 4.1.1.16	As-constructed record drawings	Contractor
§ 4.1.1.17	Post-occupancy evaluation	Owner
§ 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	(included in Basic Services)
§ 4.1.1.21	Telecommunications/data design	(included in Basic Services)
§ 4.1.1.22	Security evaluation and planning	(included in Basic Services)
§ 4.1.1.23	Commissioning	Not provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25	Fast-track design services	Not provided
§ 4.1.1.26	Multiple bid packages	(included in Basic Services)
§ 4.1.1.27	Historic preservation	Not provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Additional Services
§ 4.1.1.29	Acoustical Consultants	Additional Services
§ 4.1.1.30	Educational & Bond Planning Services	(included in Basic Services)
§ 4.1.1.31	Bond Planning Materials (Videos, Printed Material, etc)	(included in Basic Services)
§ 4.1.1.32	Site Topographical and Utility Survey	Owner (see Article 5.4)
§ 4.1.1.33	Geotechnical Report/Engineering	Owner (see Article 5.5)
§ 4.1.1.34	Texas Accessibility Reviews and Inspections	Owner
§ 4.1.1.35	Roofing & Envelope Consultant	Additional Services

#### § 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.)*

**4.1.1.28 Furniture, furnishings, and equipment design - Architect will program, make selections with Owner input, and prepare bid specifications for Furniture, Furnishings, and Equipment.**

§ 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.)*

**4.1.1.32 Site Topographical and Utility Survey - (see Article 5.4) Architect will assist Owner with soliciting and review of Proposals for these services. Architect's assistance and coordination of these Owner provided Proposals is included in Basic Services.**

**4.1.1.33 Geotechnical Report/Engineering - (see Article 5.5) Architect will assist Owner with soliciting and review of Proposals for these services. Architect's assistance and coordination of these Owner provided services are included in Basic Services.**

**4.1.1.34 Texas Accessibility Standards Reviews and Inspections - Architect will coordinate with Registered Accessibility Specialist on behalf of the Owner. Architect's coordination is included in Basic Services.**

§ 4.1.3 Intentionally Deleted.

#### § 4.2 Architect's Additional Services

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.

**§ 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 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;
- .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 Instruments of Service 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;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two ( 2 )** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 A minimum of **one ( 1 )** weekly visit 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 ~~thirty six~~ ( 36 ) 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.

#### 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.

§ 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 in writing. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative 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.

§ 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 The Owner 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 Intentionally 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 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, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall 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 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.

§ 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.

§ 5.16 The services, information, surveys and reports required in Articles 5.4, 5.5, and 5.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 5.17 Fees associated with all permits, inspections, submittals and reviews shall be paid directly by the Owner.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, 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 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; 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.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. 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.

§ 6.3 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; 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, the Architect shall make appropriate 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.

§ 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;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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.

#### 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.

§ 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.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 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.

§ 8.1.3 The Architect and Owner waive 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.

§ 8.1.4 Betterment. If a required item or component of the Project is omitted from the Documents, including but not limited to zoning and code compliance and it results in a claim against the Architect and its Consultants, the Architect or its Consultants shall not be responsible for the original cost to add such required item or component to the Project, to the extent such item or component would have been required and included in the original Documents. In no event will the Architect or its Consultants be responsible for any of the cost of an item or component expense that provides betterment or upgrades or enhances the value of the Project. The foregoing notwithstanding and consistent with the Standard of Care, the Owner may initiate a claim against the Architect and its Consultants, pursuant to the dispute process contained herein, for material increase and/or additional costs incurred by the Owner above the original cost, which the Owner would have incurred to the extent caused by the Architect's or its Consultant's negligence or omissions.

### § 8.2 Mediation

Any claim The Owner and Architect agree that any dispute relating to the services of the Architect and its Consultants will be decided through direct negotiations between the parties involved prior to 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 in accordance with 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.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Tyler, Texas. 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:  
[ X ] Litigation in Tyler, Smith County, Texas.

### § 8.3 Intentionally Deleted

§ 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 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.

§ 9.2 If the Owner suspends the Project, 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 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.

§ 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.

§ 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:

**Zero dollars ( \$0 )**

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

**Licensing Fees for Instruments of Service will be negotiated at time of termination.**

§ 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.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 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.

§ 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.

§ 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.

§ 10.6 Unless otherwise required in this Agreement, neither the Architect, nor its Consultants, 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.

§ 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.

§ 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.

§ 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.

## 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)

The Architect shall be compensated One Hundred Ninety Two Thousand, Five Hundred dollars (\$192,500.00) for the following portions of Basic Services:

- 4.1.1.4 Existing Facilities Study
- 4.1.1.5 Site Evaluation and Planning
- 4.1.1.31 Bond Planning Materials (Videos, Printed Material, etc)

During the Educational Needs and Facility Condition Assessment and related Masterplanning, (4.1.1.4-.5 and 4.1.1.31), the Owner agrees to compensate the Architect One Hundred Thousand dollars (\$100,000.00) of the Stipulated Sum, invoiced regularly, for the services listed above. The remaining amount of Ninety Two Thousand, Five Hundred dollars (\$92,500.00) shall be due upon successful passage of a Bond Referendum.

Should Bond Referendum fail to pass, Owner agrees to use Architect and its Prime Consultant for any Architectural or Bond Planning services for a period of 5 years. Should the Owner decide to hire another architectural firm within this 5 years, the balance of the Architect's fee shall immediately become due.

.2 Percentage Basis  
(Insert percentage value)

For Basic Services not listed as a Stipulated Sum, the Architect shall be compensated as a % of the Owner's budget for the Cost of the Work as calculated below and in accordance with Section 11.6. Fee % shall be determined and applied on an individual educational, administrative or athletic facility basis at the time a project, or projects, are identified. This Agreement shall be modified by Amendment at that time.

Owner's Budget/Final Cost of Work	New Construction	Additions and/or Renovations
\$0 to less than \$250,000	8.75%	10.00%
\$250,000 to less than \$500,000	8.25%	9.50%
\$500,000 to less than \$1,000,000	7.75%	9.00%
\$1,000,000 to less than \$2,000,000	7.25%	8.50%
\$2,000,000 to less than \$4,000,000	6.75%	8.00%
\$4,000,000 to less than \$6,000,000	6.50%	7.50%
\$6,000,000 to less than \$12,000,000	6.25%	7.00%
\$12,000,000 and over	6.00%	6.50%

.3 Other  
(Describe the method of compensation)

§ 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, 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.)

**Compensation for Supplemental Services shall be negotiated at time Services are requested by Owner.**

§ 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.)

**Compensation for Additional Services shall be negotiated at time Services are requested by Owner.**

§ 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 twenty percent (20%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 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	Twenty	percent (	20	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Thirteen	percent (	13	%)
Closeout	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 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. Additionally, all add or deduct alternates drawn but not accepted or later constructed as a part of the project shall be compensated on a fee % basis through the Procurement Phase.

§ 11.6.1 When compensation is on a percentage basis 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.

§ 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.)

See attached Exhibit A for Hourly Rates for Architect and its Consultants.

#### § 11.8 Compensation for Reimbursable Expenses

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

- .1 Owner authorized out-of-town travel and subsistence outside of the Tyler/Palestine area;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Intentionally Deleted;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses listed in 11.8.1 the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~ten~~ percent ( ~~10~~ %) of the expenses incurred.

#### § 11.9 Intentionally Deleted

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~zero~~ (\$ ~~0~~ ) 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 Intentionally Deleted.

##### § 11.10.2 Progress Payments

§ 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 ~~thirty~~ ( ~~30~~ ) 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.)

Prime plus one (1) %

§ 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.

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

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Purchase Orders. If the Owner issues a Purchase Order related to the Architect's services, it is understood and agreed that such Purchase Order is for the Owner's internal accounting purposes only and shall not modify, add to, or delete any of the terms and conditions of this Agreement. When a Purchase Order is issued, it is understood and agreed that the Architect shall indicate the Purchase Order number on the invoices sent to the Owner.

§ 12.2 Alternate Bids, Change Orders and Construction Change Directives. Compensation for Alternate Bids, Change Orders and Construction Change Directives described in Paragraph 4.2.1 shall be the percentage fee times the construction cost for the added work, and the percentage fee times the amount credited back to the Owner for a deduction in the Work, payable to the extent services were rendered, pursuant to Paragraphs 11.5 and 11.6.

#### 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
- .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.)



**.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.)*

**Exhibit A, Hourly Rates for Architect and its Consultants**

**.4 Other documents:**

*(List other documents, if any, forming part of the Agreement.)*



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

**OWNER (Signature)**

**Dr. Don Rice, President, Westwood ISD Board of Trustees**

*(Printed name and title)*

**ARCHITECT (Signature)**

**Thomas M Greer III, AIA Partner, Fitzpatrick Architects**

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

Westwood ISD 2021 Educational and Facilities Long-Range Master Plan	#Rager Architects, Inc.							Total Hours	Total Fee	Total Expenses	#Rupprecht Architects					Total Hours	Total Fee & Hours
	Management			Architecture/Design							Management/Architecture						
	Very Large	Health/State	Construction	Architect	Make Project	Amounting	Very Large				Very Large	Architect	Health/State	Construction			
<b>PHASE 1: Pre-Planning Activities</b>	38.00	12.75	73.50	2.00	2.00	0.00	124.25	\$10,435	\$930	13.50	15.50	0.00	0.00	0.00	27.00	\$2,488	
<b>A Planning Process Kickoff Meeting (January 24)</b>	11.50	12.75	14.00	2.00	2.00	0.00	43.25		\$480	7.00	7.00	0.00	0.00	0.00	14.00		
Review Process Schedule Identification of Breadth of Facility Assessment Considerations (Facilities, Buses, Kitchen Equipment, Etc.) Confirm Continuation of Current Construction Manager Develop Formulation of Long-Range Steering Committee (LRSC) Process Develop 2019 Bond Analysis Survey Assess 2019 Planning and Election Results Review 2019 Bond Process Schedule	10	5	9	2	2	0				5	5	0	0	0			
Travel Hours and Expenses	3.00	8.00	4.00	0.00	0.00	0.00			\$480	2.00	2.00	0.00	0.00	0.00			
Travel Expenses	\$510	\$250	\$130						\$0	\$50	\$50						
Miscellaneous Expenses									\$0								
Overnight Stay									\$0								
<b>B Board Engagement Activities (February 11)</b>	8.00	0.00	20.50	3.00	3.00	0.00	27.50		\$280	6.50	8.50	0.00	2.00	0.00	17.00		
Board Workshop Planning Meeting Assessment of 2019 Bond Planning and Election Results Review of Planning Process and Schedule Consultation of Long-Range Steering Committee Description of Public Outreach Campaign Update on Community Input Survey	4.50	0.00	16.50	0.00	0.00	0.00				4.50	8.50	0.00	0.00	0.00			
Travel Hours and Expenses	3.50	0.00	4.00	0.00	0.00	0.00			\$280	2.00	2.00	0.00	0.00	0.00			
Travel Expenses	\$116		\$130						\$0	\$15	\$30						
Miscellaneous Expenses	\$15		\$15						\$0	\$15	\$15						
Overnight Stay									\$0								
<b>C Community Engagement Activities</b>	14.50	0.00	43.00	0.00	0.00	0.00	57.50		\$90	0.00	2.00	0.00	0.00	3.00	7.00		
(Implementation of Informational Meeting Phase) Informational Meeting #1 Informational Meeting #2	3.50	0.00	37.00	0.00	0.00	0.00				0.00	0.00	0.00	0.00	0.00			
Travel Hours and Expenses	6.00		0.00						\$90	0.00	2.00	0.00	0.00	0.00			
Travel Expenses	\$00	\$00	\$00	\$00	\$00	\$00			\$0	\$00	\$30						
Miscellaneous Expenses	\$30		\$30						\$0	\$30	\$30						
Overnight Stay									\$0								

Westwood ISD 2021 Educational and Facilities Long-Range Master Plan	Pruett Architects, Inc.							Total Hours	Total Fee	Total Expenses	Pruett Architects					Total Hours	Total Fee & Hours
	Management			Architecture/Design							Management/Architecture						
	Time Manager	Project Manager	General Contractor	Architect	Interior Designer	Mechanical	Electrical/Plumbing				Time Manager	Project Manager	Architect	Interior Designer	Mechanical		
<b>PHASE TWO: Discovery</b>	127.00	0.00	57.25	28.50	24.00	0.00	0.00	228.75	\$25,174	\$1,891	17.00	165.25	108.00	188.50	22.00	418.75	\$28,174
<b>A Needs Assessment</b>	104.50	0.00	45.25	25.00	24.00	0.00	0.00				0.00	28.50	89.00	188.50	0.00		
Demographic Analysis/Projections (By Others)					1.50									70.00			
Financial Capacity Analysis (By Others)	1.00				1.00		24.00							3.00			
Develop Existing Floor Plans	13.00																
Construct Existing Building Programs	24.00																
Capacity Utilization/Analysis/TEA Standards			4.00														
Develop 3-D Models of Existing Buildings	8.50					14.00											
Curriculum & Instruction Engagement	58.00					8.50											
Develop Hallway Summary of Services by Grade and Department			50.00			0.00	0.00										
<b>Travel Hours and Expenses</b>	10.50	0.00	17.00	1.50	0.00	0.00	0.00				2.00	0.00	0.00	0.00	0.00		
Travel Expenses	\$350		\$360	\$80	\$40						\$20	\$50		\$0			
Miscellaneous Expenses	\$100		\$100	\$100	\$100						\$15	\$45		\$0			
Overnight Stay	\$500		\$500	\$100	\$100						\$0	\$0		\$0			
<b>B 2018 Bond Analysis Survey</b>	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00			0.00	0.00	0.00	0.00	0.00		
Develop Survey (By Others)	3.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00	0.00	0.00		
Review and Finalize Changes	1.00																
Administer Survey (By Others)																	
Compile and Analyze Results (By Others)																	
Present Findings to Administration (By Others)																	
Present Findings to Board of Trustees (By Others)																	
<b>Travel Hours and Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00	0.00	0.00		
Travel Expenses											\$0	\$0		\$0			
Miscellaneous Expenses											\$0	\$0		\$0			
Overnight Stay											\$0	\$0		\$0			
<b>C Facility Conditions Assessment</b>	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00			15.00	155.75	25.00	0.00	17.00		211.75
Develop, Issue, and Review Campus & District Personnel Surveys	3.00	0.00	0.00	0.00	0.00	0.00	0.00				11.00	125.00	25.00	0.00	17.00		211.75
Develop Facility Conditions Assessment, Evaluating and Prioritizing General Building/Site Conditions Related to:	4.00										8.00	8.00					
Code Compliance	3.00										11.00	112.00	25.00		17.00		211.75
Architectural Materials																	
Site Assessment & Civil Conditions																	
MEP Conditions																	
General Structural Review																	
414K Review																	
Building Envelope																	
Develop COU Budgets by Line Item Entry	2.00										2.00	0.00	0.00				
<b>Travel Hours and Expenses</b>	3.00	0.00	0.00	0.00	0.00	0.00	0.00				2.00	12.00	0.00	0.00	0.00		14.00
Travel Expenses											\$0	\$0		\$0			
Miscellaneous Expenses											\$0	\$0		\$0			
Overnight Stay											\$0	\$0		\$0			

Westwood ISD 2021 Educational and Facilities Long-Range Master Plan	#Rager Architects, Inc.							Total Hours	Total Fee	Total Expenses	Finquerra Architects						
	Management			Architecture/Design							Management/Architecture					Total Hours	Total Fee & Hours
	Senior Staff	Staff/Project Mgr.	Design/Architect	Senior Staff	Staff/Project Mgr.	Design/Architect	Senior Staff				Staff/Project Mgr.	Design/Architect	Administrative				
<b>PHASE THREE: Public Goodwill Campaign</b>	4.00	138.00	0.00	0.00	0.00	0.00	144.00	\$5,996	\$440	4.00	4.00	0.00	0.00	0.00	0.00	8.00	\$801
<b>A Public Goodwill Campaign</b>	2.00	130.00	0.00	0.00	0.00	0.00	132.00			2.00	2.00	0.00	0.00	0.00	0.00	4.00	
Develop Campaign Process (February 4)		10.00					10.00										
Develop District Capacity		173.00					173.00										
Engage Community																	
Present Findings to Board of Trustees																	
Travel Hours and Expenses	4.00	8.00	0.00	0.00	0.00	0.00				2.00	2.00	0.00	0.00	0.00	0.00		
Travel Expenses	\$110	\$500								\$510							
Meals/Travel Expenses		\$50								\$50							
Overnight Stay										\$0							
<b>PHASE FOUR: Educational &amp; Facilities Long-Range Master Plan</b>	176.00	55.00	160.00	188.00	20.00	0.00	539.00	\$53,717	\$3,482	87.00	101.00	2.00	0.00	0.00	0.00	200.00	\$19,837
<b>A Meeting 1 - Long-Range Steering Committee Workshop</b>	141.00	23.00	112.00	188.00	20.00	0.00	539.00			73.00	83.00	0.00	0.00	0.00			
Review Committee Charge, Scope, Meeting Dates and Duration, and Identify Procedural Rules	4.00		4.00	0.00	0.00	0.00				4.00	4.00						
Review of 2019 Bond Planning and Election Results			4.00														
Present 2018 Bond Analysis Survey Results			2.00														
Meeting with Committee Chair	2.00		1.00							2.00	2.00						
<b>Meeting 2 - Long-Range Steering Committee Workshop</b>	4.00		4.00	4.00	0.00					4.00	4.00						
Prioritize Facility Conditions Assessment Needs				8.00													
Review Site and Traffic Implications	2.00		4.00	4.00	0.00					4.00	4.00						
Provide Board of Trustees Update	4.00		2.00	0.00	0.00					2.00	2.00						
Meeting with Committee Chair	4.00		4.00	4.00	0.00					4.00	4.00						
<b>Meeting 3 - Long-Range Steering Committee Workshop</b>	12.00		8.00	24.00						7.00	7.00						
Present Curriculum & Instruction Engagement Results			8.00														
Present Instruction Engagement Implications	12.00		8.00	24.00													
Meeting with Committee Chair	2.00		2.00	2.00	0.00					2.00	2.00						
<b>Meeting 4 - Long-Range Steering Committee Workshop</b>	10.00		10.00	8.00	4.00	0.00				4.00	4.00						
Tour DW Instructional Environments			10.00														
Meeting with Committee Chair	2.00		2.00	0.00	0.00					2.00	2.00						
<b>Meeting 5 - Long-Range Steering Committee Workshop</b>	4.00		4.00	4.00	0.00					4.00	4.00						
Identify Campus Options	16.00		4.00	16.00	4.00					4.00	4.00						
Meeting with Committee Chair	2.00		2.00	2.00	0.00					2.00	2.00						
<b>Meeting 6 - Long-Range Steering Committee Workshop</b>	4.00		4.00	4.00	0.00					4.00	4.00						
Develop Preferred Facility Options to include Alternative Programs and Support Facilities	16.00		4.00	16.00	8.00					4.00	4.00						
Meeting with Committee Chair	2.00		2.00	2.00	0.00					2.00	2.00						
<b>Meeting 7 - Long-Range Steering Committee Workshop</b>	4.00		4.00	4.00	0.00					4.00	4.00						
Finalization of Options and Costs	8.00		4.00	24.00	4.00					4.00	4.00						
Meeting with Committee Chair	2.00		2.00	2.00	0.00					2.00	2.00						

Westwood ISD 2021 Educational and Facilities Long-Range Master Plan	#Fager Architects, Inc.							Total Hours	Total Fee	Total Expenses	Filipatrick Architects					Total Hours	Total Fee & Hours
	Management			Architecture/Design							Management/Architecture						
	Architecture	Management/Design	Design	Architecture	Management	Interior Architecture	Management/Architecture				Management/Architecture	Management/Architecture	Management/Architecture	Management/Architecture			
<b>Vote/Poll Survey</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00	0.00	0.00		
Directed Survey (By Others)	2.00	2.00															
Review and Finalize Changes																	
Administer Survey (By Others)																	
Compile and Analyze Results (By Others)																	
Present Findings	2.00	2.00	2.00	2.00	0.00												
<b>Meeting 8 - Long-Range Steering Committee Workshop</b>	4.00	4.00	4.00	4.00	0.00												
Report Results of the Voter Poll Survey																	
Prepare Board Recommendation	0.00	2.00	2.00	2.00	0.00												
Meeting with Committee Chair	2.00	2.00	2.00	2.00	0.00												
<b>Presentation of Draft Recommendation</b>	4.00	4.00	4.00	4.00	0.00												
Representatives of the LRSC Present Draft Recommendation	2.00	2.00	2.00	2.00	0.00												
Meeting with Committee Chair	2.00	2.00	2.00	2.00	0.00												
<b>Presentation of Long-Range Facilities Master Plan</b>	4.00	4.00	4.00	4.00	0.00												
Representatives of the LRSC Present Final Plan	2.00	2.00	2.00	2.00	0.00												
Meeting with Committee Chair	2.00	2.00	2.00	2.00	0.00												
<b>Travel Hours and Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00											
Travel Expenses	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00											
Miscellaneous Expenses	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00											
Overnight Stay																	
<b>TOTALS</b>	31.00	31.00	48.00	0.00	0.00	0.00	171.00	\$331,734	\$2,140	24.00	24.00	2.00	0.00	0.00	30.00	\$2,210	
<b>PHASE FIVE: Water Information Campaign</b>	0.00	171.00	0.00	0.00	0.00	0.00	171.00	\$331,734	\$2,140	0.00	0.00	0.00	0.00	0.00	30.00	\$2,210	
<b>A Informational Videos</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00	0.00	0.00	0.00		
Develop Informational Videos	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00	0.00	0.00	0.00		
<b>Travel Hours and Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00	0.00	0.00	0.00		
Travel Expenses																	
Miscellaneous Expenses																	
Overnight Stay																	
<b>B Campaign Support</b>	0.00	171.00	0.00	0.00	0.00	0.00	171.00	\$331,734	\$2,140	0.00	0.00	0.00	0.00	0.00	30.00	\$2,210	
Website Strategy		18.00															
Website Development		37.00															
Website Management		24.00															
Community Presentation (observe / attend)		75.00															
Social Media Strategy		9.00															
Branding		20.00															
Business Cards		5.00															
"Yard Signs"		6.00															
Banners/Billboards		5.00															
Real Cards		9.00															
Press Releases		1.00															
Social Media Management		180.00															
Social Media Posts		180.00															
<b>Travel Hours and Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00	0.00	0.00	0.00		
Travel Expenses		\$1,500.00															
Miscellaneous Expenses		\$180.00															
Overnight Stay		\$48.00															
<b>TOTALS</b>	1678.00	\$332,219	\$10,845												721.75	\$332,941	
*Design Time Only										Phase Fee		Expense					

TOTAL HOURS AND FEE

2402.75 \$332,403

- C. Board to consider class size exception waiver  
**Presenter:** Christine Bedre

## Westwood ISD Agenda Item Information

**Meeting Date:** September 14, 2020

**Subject:** Class Size Exception Waiver

**Administrator Responsible:** Christine Bedre, M.Ed

**Summary:**

Each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades kindergarten (K) through four meet the requirements of TEC §25.112. If the review indicates that any class for grades K-4 exceeds the allowable class size limit of 22 students per class (22:1), the district must submit a request for exception under TEC §25.112(d). This request is for one section of asynchronous learning in the second grade.

**Administration's Recommendation:**

**The Administration recommends that the District approve the class size exception waiver for one section of second grade asynchronous learning.**

**Board Approval Required**      YES    NO



# Waivers

**Success** ✕

Waiver application saved successfully.

**2019-2020 Application for Maximum Class Size Exception** **Waiver ID: 57592**

Related Waivers (0)

**Application Information**

**Category:** Class Size  
**Creator:** Christine Bedre, District Editor  
**Status:** Draft  
**Creation Date:** 8/31/2020  
**Approving Superintendent:**  
**Assigned To:** Christine Bedre

**LEA Contact**  
**LEA Information**

**\*First Name:**

**\*Last Name:**

**\*Phone:**

**Ext:**

**\*Email:**

**LEA:** WESTWOOD ISD (001908)  
**Address:** P O BOX 260, PALESTINE, TX 75802-0260  
**Phone:** (903) 729-1776  
**Accountability Rating:** B Recognized Performance

**Date of LEA Board of Trustees Approval**

\*Date:



**Special Instructions**

Each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades kindergarten (K) through four meet the requirements of TEC §25.112. If the review indicates that any class for grades K-4 exceeds the allowable class size limit of 22 students per class (22:1), the district must submit a request for exception under TEC §25.112(d). Districts are to enter ONLY the total number of classes/sections and the reason(s) per campus that exceeds the 22:1. Class size limits do not apply to physical education or fine arts classes. The exception request must be submitted to TEA (Commissioner) not later than the later of October 1 or the 30th day after the first school day the district exceeds the limit. Class size limitations generally apply throughout the school year, with the following exceptions: (1) any twelve-week period selected by the district with a significant percentage of migratory children (25.112(1)); or (2) the last twelve weeks of any school year for all other districts.

**▲ Campus Details**

\* Select Campus:

**Reasons**

▪ The description contains at least one invalid character.

- Financial Hardship**

---

- Unanticipated Growth**

---

- Teachers**

---

- Facilities**

---

- Other**

**Description**

47 of 75 characters allowed

\* At least one reason is required.

Number of Sections by Grade Level *				
K	1	2	3	4
<input type="text"/>	<input type="text"/>	<input type="text" value="1"/>	<input type="text"/>	<input type="text"/>

\* Enter only the number of classes/sections that exceeds the 22:1 class size limit. Do not enter number of students.

Add Campus

Clear

**^ LEA Attachments (0)**

There are no LEA attachments.

**Add Attachment**

\*Attachment title

 No file chosen

**^ Change History**

Click to expand.

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waivers 2.18.0.6

Related Waivers (0)



**AMENDMENTS TO**  
**AIA DOCUMENT B101™ – 2017**  
**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT**

DATE: \_\_\_\_\_, 2020

CONTRACT DATE: \_\_\_\_\_, 2020

OWNER: WESTWOOD INDEPENDENT SCHOOL DISTRICT

ARCHITECT: FITZPATRICK ARCHITECTS

PROJECT: Education Needs, Facility Condition Assessments Master Plan

PROGRAM MANAGER:

WHEREAS Westwood Independent School District (hereinafter referred to as “Owner”) and Fitzpatrick (hereinafter referred to as “Architect”) desire to enter into a contract under which Architect will perform construction services relating the above-referenced Projects on behalf of Owner;

WHEREAS Owner and Architect have agreed to enter into AIA Document B101™-2017 Contract (“Contract”) as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Architect on this project, Owner and Architect hereby agree to the following amendments to the Contract:

1. § 1.1.9 shall be amended as follows:

Delete subsection .1 reading “Geotechnical Engineer” in its entirety. Delete subsection .2 reading “Civil Engineer” in its entirety. Amend subsection .3 by deleting the number “.3” (no longer a numbered subsection); deleting “Other, if any” at the beginning; and deleting the word “other” before “consultants and contractors” in the parenthetical.

2. § 2.1 shall be amended as follows:

In the second sentence, delete “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” and add the following new language in the second sentence. “shall provide professional



services as set forth in this Agreement. The Architect shall also comply with Texas Administrative Code, Title 19 Section 61.1036, pertaining to services and actions required of the Architect. Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission. Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, 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 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."

3. § 2.2 shall be amended by deleting all language after "The Architect shall" and replace it with:

"use the Architect's best efforts, skill, judgment and abilities to perform the services in compliance with all laws, regulations, codes, ordinances and orders of governmental bodies having jurisdiction, to further the interests of the Owner in accordance with the Owner's requirements and procedures, and to represent that the Project, if built in compliance with the plans and specifications, will comply with all applicable laws, codes and ordinances. The Architect shall be responsible to the Owner for all costs and damages resulting from: (1) defects in design; (2) non-workability of design details; (3) failure of the Architect to comply with the terms of this Agreement; and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts, or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of, or payment for, all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project."

4. § 2.5 shall be amended by deleting the section and all subsections in its entirety and replacing it with the following:

"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. Architect shall maintain its insurance in full force and effect and uninterrupted 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 commercial 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 commercial 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. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, [www.ambest.com](http://www.ambest.com), and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million. 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. Such policies shall be primary and non-contributory. The limits of liability for such insurance shall be in at least the following amounts:

#### § 2.5.1 Workers' Compensation

- |    |                       |  |
|----|-----------------------|--|
| .1 | State:                | Statutory Benefits   |
| .2 | Employer's Liability: | \$ ___ per accident<br>\$ ___ disease, policy limit<br>\$ ___ disease, each employee |

#### § 2.5.2 Commercial General Liability with policy limits of not less than \_\_\_ (\$\_\_\_)

- |    |                  |  |
|----|------------------|--|
| .1 | Each occurrence: | \$ ___ each occurrence<br>\$ ___ aggregate |
|----|------------------|--|



- .2 Medical Expense (per person) \$ \_\_\_\_ each occurrence
- .3 Products & Completed Operations: \$ \_\_\_\_ aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage)
- .4 Personal & Advertising Injury \$ \_\_\_\_ aggregate
- .5 Must include explosion, collapse, and underground (X, C, and U) coverage
- .6 Must include Completed Operations coverage
- .7 Must Include Contractual Liability Coverage
- .8 Must Include General Aggregate Per Project Endorsement.

§ 2.5.3 Contractual Liability:

- .1 Property Damage shall be included in Commercial General Liability Coverage.
- .2 Insurance sufficient to cover Contractor’s contractual indemnities.

§ 2.5.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles): (Note: Texas statutory minimum for school district is \$100,000 per person, \$300,000 per occurrence, \$100,000 property damage). Such minimum limits shall be stated as follows, or in a combined single limit policy in the amount of at least \$\_\_\_\_\_.

- .1 Bodily Injury (per person) \$ \_\_\_\_\_
- .2 Bodily Injury (per accident) \$ \_\_\_\_\_
- .3 Property Damage \$ \_\_\_\_\_

§ 2.5.5 Professional Liability (E&O) Coverage in at least in the following amounts:

\$ \_\_\_\_\_ per occurrence  
 \$ \_\_\_\_\_ per aggregate



Deductibles or self-insured retention amounts shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million.

§ 2.5.6 Umbrella Excess Liability coverages shall be:

- .1 \$ \_\_\_\_\_ each occurrence
- .2 \$ \_\_\_\_\_ aggregate
- .3 \$ \_\_\_\_\_ aggregate Per Project Endorsement

§ 2.5.7 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 Work on the Project has 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. 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:
  - .1 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
  - .2 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 Workers' Compensation Commission, 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:
  - .1 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;



- .2 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;
- .3 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;
- .4 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;
- .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- .6 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
- .7 Contractually require each person with whom it contracts to perform as required by items 1-7, 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 representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the 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 Commission'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 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)."

- 5. § 3.1 Shall be amended as follows:

Add the following sentence before the original first sentence:

"Architect, prior to signing this Agreement and submitting it to the Owner, shall comply with the provisions of Texas Government Code Section 2252.908, requiring a Disclosure of Interested Parties filed with the Texas Ethics Commission."

In the original first sentence, delete "this" before "Article 3"; add "and Article 4" after "Article 3"; delete "structural, mechanical, and electrical engineering services,"; and replace that language with:

"architectural services, structural, mechanical, plumbing, civil, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design and distribution; kitchen and food service equipment design; acoustical engineering and design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; security planning services; graphics/way-finding planning services; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; professional renderings; design and construction database management; Texas Commission on Environmental Quality compliance services, if appropriate; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. 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, irrigation, playgrounds, staging areas and portable buildings and accompanying infrastructure, when appropriate.

Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, 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 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."

6. § 3.1.1 shall be amended as follows:

In the first sentence delete "manage the Architect's services" and replace it with "perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended for this Project, and with the AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner,"; after "report progress to the Owner," add:

"through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

- .1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make monthly presentations to Owner's Board of Trustees.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees, as specified herein. The Architect shall be entitled to rely on approvals received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility or liability for design defects, errors, or omissions."

7. § 3.1.2 shall be amended in the second sentence after the word "consultants" to add "in accordance with 19 TAC Section 61.140."; and at the end of the existing paragraph add:



“Architect shall also promptly respond in writing to notices from Owner regarding Owner’s discovery of errors, omissions, or inconsistencies, 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.”

8. § 3.1.3 shall be amended as follows:

At the end of the first sentence after “services”, add “including the dates of Architect’s design services and the completion of documentation required of the Architect.” In the second sentence after “Substantial”, add “Completion and Final”. In the third sentence after “Owner’s” add “and Contractor’s”.

Delete “or Owner” at the end of the 5<sup>th</sup> sentence. At the beginning of the 6<sup>th</sup> sentence, after “Owner’s” add “prior written”, and after “approval” add “for reasonable cause,”.

9. § 3.1.4 shall be amended by adding the following language at the end of the existing sentence.

“The Architect shall not be responsible for an Owner’s directive or substitution made without the Architect’s approval. 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 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. 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. 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. Architect shall complete the Texas Education Agency’s Certification of Project Compliance, located at [www.tea.state.tx.us](http://www.tea.state.tx.us).



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. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1.”

10. § 3.1.5 shall be amended as follows:

In the second sentence, replace “respond to” with “comply with”.

11. § 3.1.6 shall be amended by adding the following language at the end of the existing paragraph:

“When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2017, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2017 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect’s agreement to adhere to any such negotiated amendments.”

12. § 3.2.1 shall be amended by deleting all the language after “The Architect shall” and replacing it with: “assist the Owner with the provision of the educational program and educational specifications, which shall be approved by Owner’s Board of Trustees, per 19 Texas Administrative Code section 61.1036. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner’s program in the Project, unless specific written agreement to delete a component is received from Owner.”

13. § 3.2.2 shall be amended by adding the following language at the end of the existing paragraph:



At the end of the first sentence add, “, and to ascertain that they are consistent with the requirements of the Project”. In the second sentence, after “notify the Owner”, add “, in writing,”

“The Architect shall visit the Owner’s Project site and shall provide to Owner a written report evaluating 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 written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of-way which may interfere with Owner’s Project.”

14. § 3.2.3 shall be amended by adding the word “written” in the first sentence before “preliminary evaluation”; and deleting “an” in the second sentence and replacing it with “a written” before “understanding”.
15. § 3.2.4 shall be amended by inserting “in writing” after “upon”; and inserting “written” before “preliminary”.
16. § 3.2.5 shall be amended in the first sentence after “design” by inserting “and Owner’s schedule and budget for the Work”; in the second sentence after “Design Documents shall” inserting “establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. The Schematic Design Documents shall”.
17. § 3.2.5.1 shall be amended at the end of the paragraph by deleting “a Supplemental” and replacing it with “an Additional”.
18. § 3.2.5.2 shall be amended by inserting after “shall consider”, “, and, if applicable, consult with the Construction Manager at Risk regarding,”.
19. § 3.2.6 shall be deleted in its entirety and replaced with the following:

“When the Project requirements have been sufficiently identified, including Owner’s budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and, if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3. This estimate may be based on current area, volume or similar conceptual estimating techniques.”
20. § 3.2.7 shall be amended by adding the following language at the end of the existing paragraph:



“Architect shall not proceed to the Design Development Document Phase without the approval of Owner’s Board of Trustees, or the Board’s designee; 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, and are free from material defects or omissions. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without required approval.”

21. § 3.3.1 shall be amended in the second sentence after “Schematic Design Document” insert “, shall refine the Project design,”; delete “appropriate”, and insert “outlined in this Agreement” after the word “elements”.

22. § 3.3.2 shall be amended by deleting “prepared in accordance with Section 6” at the end of the existing sentence, and inserting the following language after the original sentence:

“As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work. 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 the Owner, and if applicable, the Construction Manager at Risk, 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 the equipment and facilities. If the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget, 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 as provided in § 3.3.3, and, in doing so, shall notify Owner in writing of the actions taken to bring 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, and the Owner shall cooperate with the Architect in making such adjustments.”

23. § 3.3.3 shall be amended in the first sentence after “Cost of the Work,” by inserting “redesign the Project to comply with Owner’s budget,”.

At the end of the existing paragraph, insert the following language:

“Architect shall not proceed to the Construction Documents Phase without the approval of Owner’s Board of Trustees, or Board’s designee; 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 Board approval.”

24. § 3.3.4 shall be added as follows:

“§ 3.3.4 The Owner’s decisions on matters relating to aesthetic effect shall be final. To the extent that Owner’s Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted.”

25. § 3.4.1 shall be amended by inserting the following language after the second sentence:

““Construction Documents” means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect’s consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner’s budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner’s educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1036 and the standards set forth in Section 3.1.4 of this Agreement.” After “The” in the next sentence, add: “Architect shall provide Construction Documents which are sufficient for”; after “Owner” add “to complete construction of the Project.”

Add the following language at the end of the existing paragraph:

“Owner and Owner’s authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. 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 Government Code Section 2269.054. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, and their respective employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.”

26. § 3.4.1.1 shall be added as follows:



“§ 3.4.1.1 Errors and Omissions.

§ 3.4.1.1.1 Completed plans and specifications are expected to be comprehensive and free of material errors and omissions, except minor discrepancies or other items that can be corrected by minor change at no cost to the Owner.

§ 3.4.1.1.2 Procedures and meetings in schematic and design development phases allow for adequate interaction between Owner and Architect to minimize oversights in Project requirements. It is incumbent upon the Architect to thoroughly review his work product to detect errors and omissions before they become costly additions to the Project during construction.

§ 3.4.1.1.3 Professional services and costs, if any as required to correct errors in construction documents, are the responsibility of the Architect, including addenda during bidding to rectify errors in the contract documents.

§ 3.4.1.1.4 Deductive change orders may be applied to offset the change order cost applicable to the Architect only to the extent that such deductive change order resulted from an oversight in the Contract Documents that was not required by the Building Program or requested by the Owner. All other deductive change orders due to Owner scope modifications or other value engineering items and unused Allowances shall not apply to this offset provision.”

27. § 3.4.2 shall be amended by adding the following language at the end of the existing sentence before the period:

“, including, without limitation, school facility standards found in 19 Texas Administrative Code, Subchapter CC, Section 61.1036, and Texas Health and Safety Code Section 341.065. Architect shall certify that he/she has reviewed the standards contained in 19 Texas Administrative Code Section 61.1036, 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. Architect shall also certify that the construction documents conform to the provisions of 19 Texas Administrative Code 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 Texas Administrative Code Section 61.1036.

Architect shall also certify that the facilities have been designed according to the provisions of 19 Texas Administrative Code 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 Texas Administrative Code, section 61.1036. Architect shall complete the Texas Education Agency's (TEA's) Certification of Project Compliance, available on the TEA website. 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 and 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. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards that become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as a Change in Service."

28. § 3.4.3 shall be amended as follows:

In the first sentence insert: "and the Owner's attorney" after "assist the Owner"; after "(1)" insert: "bidding competitive purchasing, and"; at the end of "(2)" add: ", or Construction Manager at Risk,"; at the end of "(3)" insert: "as amended for the Project. After consultation with the Owner," and remove the period and change "The" to a lower case "t".

At the beginning of the second sentence insert: "Project" before "Specifications", and "or proposal" after "bidding".

Insert the following at the end of the existing paragraph:

"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.* 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 Health. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of Health. Texas Health and Safety Code Chapter 385. 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; Americans with Disabilities Act. 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. Architect shall also comply with 15 U.S.C. § 8003 (Drain cover standards) if applicable. If applicable, Architect shall comply with U.S. Environmental Protection Agency rules concerning renovating, repairing, and painting work in schools built before 1978 that involves lead-based paint."

29. § 3.4.3.1 shall be added as follows:

"§ 3.4.3.1 As required by law, any bid or proposal document shall contain prevailing wage rates, which Architect may request from the Owner."

30. § 3.4.3.2 shall be added as follows:

"§ 3.4.3.2 Architect shall insert in the Project Specifications the requirement that all bonds comply with the requirements of Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement."

31. § 3.4.4 shall be amended by deleting "prepared in accordance with Section 6.3" at the end of the original sentence and inserting the following language at the end of the first sentence:

"If 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 as provided herein, and, in doing so, shall notify Owner in writing of the actions taken to bring 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."

32. § 3.4.5 shall be amended by adding the following at the end of the existing paragraph:

"Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees, or Board designee; 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.

33. § 3.4.6 shall be added as follows:

"§ 3.4.6 As required by Texas Education Agency rule 19 Texas Administrative Code Section 61.1036, Architect shall perform a building code search under applicable regulations that may influence the Project and shall certify that the design has been researched and satisfies the applicable building codes. 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."

34. § 3.4.7 shall be added as follows:

"§ 3.4.7 Architect shall insert in the Project Specifications the requirements that: 1) all bonds comply with Texas Insurance Code Section 3503.001 *et seq.* and Texas Government Code Chapter 2253 or their Successors; and 2) all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirements."

35. § 3.4.8 shall be added as follows:

"§ 3.4.8 The Owner's decisions on matters relating to aesthetic effect shall be final. To the extent that Owner's Contractor or Construction Manager at Risk recommends aesthetic revisions to Owner, Architect shall be consulted."

36. § 3.4.9 shall be added as follows:

AMENDMENTS TO AIA DOCUMENT B101™ – 2017

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT

The American Institute of Architect claims copyright and trademark rights in and to the above-referenced AIA agreement.

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“§ 3.4.9 Architect shall submit the Construction Documents for review and approval to the Texas Department of Licensing and Regulation any time the renovation, modification, or alteration of the Work has an estimated construction cost of \$50,000 or more, and shall notify Owner of same. Architect shall not allow Contractor to file an application with any local governmental entity for a building construction permit until after Architect’s submission to the Texas Department of Licensing and Regulation.”

37. § 3.5.1 shall be amended by adding a new second and third sentence “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.”

Adding the following language at the end of the existing paragraph:

“The Architect shall cooperate with the Owner’s legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that his Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner’s AIA Document A201, as amended, except with Owner’s prior written consent.”

38. § 3.5.2 Competitive Bidding shall be amended by adding “or Purchasing” at the end of the existing heading.
39. § 3.5.2.1 shall be amended by inserting “or competitive proposal” in the first section after “consist of bidding”.

Inserting the following language at the end of the existing paragraph:

“The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Contractor (hereinafter the Owner/Contractor Agreement) and consist of the Owner/Contractor Agreement, Conditions of the Contract, as amended, (General, Supplementary and other Conditions), all sections of the Project Manual, including Drawings, Specifications, and Addenda issued prior to execution of the Contract.”

40. § 3.5.2.2 shall be amended at the beginning of the section by inserting “If requested by the Owner,” and change the capital “T” for the word “The” to a lower case “t”; and inserting “or competitively purchasing” after “in bidding.”

Subsections shall be amended as follows:



- .1 delete the language in “.1” and replace it with “procuring at Owner’s cost the reproduction of Bidding Documents for distribution to prospective bidders, and distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;”
  - .4 insert “evaluating the bids,” after “opening of the bids”.
41. § 3.5.2.3 shall be amended at the beginning of the paragraph by inserting “In consultation with the Owner, the Architect shall consider requests for substitutions,”; replacing “If” with “if”; deleting “upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions”; inserting “shall” before “prepare”; and adding “and Owner.” after “bidders”.
42. At the end of the existing paragraph add:
- “The Architect shall review, 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, the Scope of the Project and the quality of the construction within Owner’s overall budget for the Project.”
43. § 3.5.3 shall be amended by deleting “Negotiated” in the title.
44. § 3.5.3.1 shall be amended by inserting the following at the end of the existing paragraph:
- “Proposal Documents shall consist of proposal requirements and proposed Contract Documents. The Contract Documents are enumerated in the Agreement, as amended, between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract, as amended, (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 Agreement and Modifications issued after execution of the Contract.”
45. § 3.5.3.2 shall be amended by deleting “The” at the beginning of the section and replacing it with “If requested by Owner,” before “Architect”.

Subsections shall be amended as follows:

- .1 Insert “procuring at Owner’s cost the reproduction of” before “Proposal Documents”; and deleting “facilitating the distribution”; inserting “and maintaining a log of distribution and retrieval and of the amounts of



deposits, if any, received from and returned to prospective proposers” at the end of subsection .1;

- .4 Insert at the beginning “evaluating proposals,” before “participating in negotiations”

- 46. § 3.5.3.3 shall be amended at the beginning of the section by inserting “In consultation with the Owner,” and deleting “If the Proposal Documents permit substitutions, upon the Owner’s written authorization”; deleting “, as an Additional Service,” in the second line; after “requests for substitutions” inserting “, if the Proposal Documents permit substitutions,”; and adding “and Owner” after “prospective contractors.”.

At the end of the existing paragraph inserting the following language:

“The Architect shall review, 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, the Scope of the Project, and the quality of the construction within Owner’s overall budget for the Project.”

- 47. § 3.6.1.1 shall be amended by inserting “A201-2007 or” after “AIA Document”; and adding “, as amended for the Project, and as specified in Section 3.1.6 herein.” at the end of the first sentence. In the second sentence, insert “AIA A201-2007 or” before “A201-2017”.

At the end of the existing paragraph add the following language:

“While on Owner’s property and throughout Architect’s services under this Agreement, 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 prohibitions against fraud and financial impropriety.”

- 48.

- 49. § 3.6.2.1 shall be amended as follows:

In the first sentence: after “Architect”, insert “, or his authorized representative, as a representative of the Owner,”; after “visit the site at”, insert “least twice per week (or more per week when deemed necessary by the Owner’s Superintendent or when necessary to protect Owner’s interest), and at other”; delete “construction or as otherwise required in Section 4.2.3, to become generally familiar with”; and insert “the Contractor’s operations (1) to inspect the progress, quantity and quality of the Work completed; (2) to reject any observed nonconforming Work; (3) to become failure with

and to keep the Owner informed about”; after “portion of the Work completed,” insert “(4) to guard the Owner against defects and deficiencies in the Work, (5)”; After “(5)” delete “and” and delete “in general”. In (5), delete “observed”. After “Contract Documents” at the end of the sentence, insert “and on time, and (6) to document progress of the Work, in written and photographic form. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner, the Contractor’s project manager and/or superintendent, Architect’s project representative, and Architect. Architect or his authorized representative 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 or his authorized representative will provide on-site observations prior to covering up or closing up of portions of the construction that, if covered, would conceal problems with the structural integrity 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 development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the site visits, on-site observations, or inspections by the Architect, Architect shall keep Owner and Owner’s Contractor informed of”. Delete “However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about”.

At the end of “(1)” insert “and” after “Documents”, and delete “(2) known deviations”, change “(3)” to “(2)”.

At the end of the existing paragraph add the following: “Architect shall guard Owner against defects and deficiencies in the Work, and shall promptly notify Owner and Contractor orally regarding the defect or nonconforming Work, which notice shall be followed by notice in writing of defects and nonconforming work noted and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents. Any services by Architect made necessary due to Architect’s failure to discover a construction defect or nonconforming work 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.”

50. § 3.6.2.2 shall be amended in the first sentence of the paragraph to delete “has the authority” after “The Architect” and replaced with “shall”.



In the second sentence delete “shall have the authority to require” after “the Architect” and replace it with “will recommend to Owner additional”.

In the third sentence, insert “Construction Manager at Risk” before “Subcontractors,”

At the end of the existing paragraph add the following:

“Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with 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 2269 of the Texas Government Code.”

51. § 3.6.2.3 shall be amended in the first sentence of the paragraph by deleting “decide” and replacing it with “make recommendations to Owner regarding”.
52. § 3.6.2.4 shall be amended by deleting “decisions” throughout the paragraph and replacing it with “recommendations”. In the second sentence deleting “shall not show partiality to either,”. In the last sentence of the paragraph delete “Architect” and replace it with “Owner” and delete “if consistent with the intent expressed in the Contract Documents.”
53. § 3.6.2.5 shall be amended by deleting “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,” at the beginning of the paragraph; changing the lower case “t” to an upper case “T” in “The Architect”, making it the beginning of the sentence, and inserting “promptly” before “render initial”. Delete “decisions” and replace it with “written recommendations or interpretations” before “on Claims”, and inserting “, disputes, or other matters in question” after “on Claims”.
54. § 3.6.3.1 shall be amended as follows:

In the first sentence after “Architect shall” insert “observe the progress of the Work, critically evaluate,”; insert “sign and” before “issue”; change the lower case “c” for the word “Certificates” to an upper case “C”, and insert “for Payment” after the word “Certificates”; insert “if such amounts are valid, correct, and deemed due and owing, in Architect’s professional opinion, within seven (7) days of receipt of Contractor’s application for payment.” after “in such amounts”.

In the second sentence insert “observations and/or” after “based on the Architect’s”; Delete “, to the best of the Architect’s knowledge, information and belief,”; Insert “and in Architect’s professional opinion,” before “the quality of Work”; insert “Construction Documents and the” before “Contract Documents”; Insert “and critically evaluated and



certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion" after "Contract Documents"

At the end of the second sentence delete "and that the Contractor is entitled to payment in the amount certified."

At the end of the existing paragraph after "expressed by the Architect" add "in writing to Owner".

55. § 3.6.4.1 shall be amended in the first sentence after "The Architect shall review" by inserting "and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents and all laws, statutes, codes and requirements applicable to Architect's design services."; and deleting "the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule."

The following language shall be added at the end of the existing paragraph:

"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."

56. § 3.6.4.2 shall be amended by inserting at the beginning of the paragraph "In accordance with the Architect-approved submittal schedule," and change the capital "T" to a lower case "t" for "the Architect". In the third sentence, after "precautions or" inserting ", unless otherwise specifically stated by the Architect, of any".

57. § 3.6.4.3 shall be amended as follows:

In the second paragraph, last sentence, add a comma after "adequacy" and delete "and" before "accuracy"; and add "; and completeness" after "accuracy".

58. § 3.6.4.5 shall be amended by changing "a" to "all", and "record" to "records".

59. § 3.6.5.1 shall be amended in the first sentence by inserting "With notice and consent of Owner,"; changing the capital "T" for "The Architect" to a lower case "t"; and deleting "order" and replacing it with "authorize".



60. § 3.6.5.3 shall be added as follows:

“§ 3.6.5.3 The Architect shall accept requests by the Owner, and shall review properly-prepared, timely requests by the Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly- prepared request for a change in the Work 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 Construction Documents or the Contract Documents, 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.”

61. § 3.6.5.4 shall be added as follows:

“§ 3.6.5.4 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.”

62. § 3.6.6.1 shall be amended as follows:

- .2 Insert at the end of the existing subsection “and of Final Completion, using AIA forms”;
- .3 Insert at the beginning of the existing subsection “receive from the Contractor and”; delete “and received from the Contractor;” and replace it with “and assembled by the Contractor”;
- .4 After the word “indicating”, change “that” to “the”; delete “to the best of the Architect’s knowledge, information, and belief, the”;
- .5 For any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

63. § 3.6.6.5 shall be amended in the first sentence of the section by deleting “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” and replacing it with “Prior to the expiration of six months from the date of Substantial Completion, prior to the expiration of ten months from the date of Final Completion, and upon request of the Owner at any other time within one year of Final Completion, the Architect shall meet with the Owner and the Owner’s Designated representative”. After “operations and performance” adding “; to identify defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.”

64. § 4.1.1 shall be amended in the first sentence by deleting “not” before “included in Basic Services”, and adding a period following “Basic Services”. Delete the remaining portion of the first sentence, and the second sentence. Add a new sentence at the end of the original paragraph: “The Architect shall not be entitled to additional compensation for Services listed below unless otherwise indicated.”

65. The Supplemental Services table shall be amended as follows:

§ 4.1.1.1	Programming	Architect
§ 4.1.1.2	Multiple preliminary designs	Architect
§ 4.1.1.3	Measured drawings	Architect
§ 4.1.1.4	Existing facilities surveys	Architect
§ 4.1.1.5	Site evaluation and planning	Architect
§ 4.1.1.6	Building Information Model management	Architect
	Responsibilities	
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Architect
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13	On-site project representation	Architect
§ 4.1.1.14	Conformed documents for construction	Architect
§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Architect
§ 4.1.1.20	Architect’s coordination of the Owner’s consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Architect
§ 4.1.1.22	Security evaluation and planning	Architect
§ 4.1.1.23	Commissioning	Architect
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided



§ 4.1.1.28 Furniture, furnishings, and equipment design Not Provided

66. § 4.1.2.1 shall be deleted in its entirety.
67. § 4.1.2.2 shall be deleted in its entirety.
68. § 4.1.3 shall be amended by deleting “The Owner shall compensate the Architect as provided in Section 11.2.” at the end of the existing paragraph.
69. § 4.2.1 shall be amended as follows;
  - .1 insert “significant” before “change”; after “including” insert “, but not limited to,”.
  - .2 shall be deleted in its entirety.
  - .3 shall be deleted in its entirety.
  - .5 shall be deleted in its entirety.
  - .6 shall be deleted in its entirety.
  - .7 shall be deleted in its entirety.
  - .8
  - .9 shall be deleted in its entirety.
  - .11 shall be deleted in its entirety and replaced with “Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification.”
- 70.
71. § 4.2.3 shall be amended as follows:
  - .1 Insert “Five (5)”
  - .2 After “construction” add “as required by § 3.6.2.1”.
  - .3 Insert “Five (5)” ; replace “any” with “each” before “portion”



.4 Insert "Five (5)"; replace "any" with "each" before "portion".

72. § 4.2.4 shall be deleted in its entirety.
73. § 4.2.5 shall be deleted in its entirety.
74. § 5.1 shall be amended by deleting "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." and replacing it with "as required by 19 Texas Administrative Code Section 61.1036.". At the end of the paragraph add the following language: "The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner."
75. § 5.2 shall be amended in the first sentence after "establish" by inserting "and update", and after "Project," by inserting "when required,".
76. § 5.3 shall be amended in the first and second two sentences of the paragraph by deleting "identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall".

At the end of the existing paragraph add the following language:

"Owner's Board of Trustees, is the only representative of Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the Scope of the Work, to approve and execute a Change Order or Construction Change Directive modifying the Contract Sum or Guaranteed Maximum Price, agree to an extension of the dates of Substantial Completion or Final Completion, or approve changes in the Architect's compensation. Owner's Board of Trustees may designate one or more representatives with authority to sign documents after Board approval and/or to advise and consult with Architect for day-to-day operations under the agreement.

Owner's designated representative to sign contracts:

Name: Wade Stanford            Title: Superintendent, or Superintendent's Designee, Dr. Dan Rice, WISD Board President.

Owner's designated representative for day-to-day operations:

Name: Wade Stanford            Title: Superintendent, or Superintendent's Designee, Dr. Dan Rice, WISD Board President."



77. § 5.4 shall be amended by inserting “Upon written request of the Architect,” before the first sentence, and changing the capital “T” for “The Owner” to a lower case “t”; after “surveys” inserting “known to the Owner”; deleting “to” before “describe” and changing “describe” to “describing”.

At the end of the existing paragraph delete:

“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.”

Replace it with:

“Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes or pipelines or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.”

78. § 5.5 shall be amended in the first line of the paragraph by replacing “shall” with “may”.
79. § 5.6 shall be deleted in its entirety.
80. § 5.9 shall be amended by deleting “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.” and replacing it with “that are required by law or the Contracts, to be furnished by the Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner’s written permission to charge Owner for the services or Owner agrees to separately contract for the services.”



81. § 5.10 shall be amended by deleting “The Owner shall furnish all legal, insurance” and replacing it with “Unless otherwise provided in this Agreement the Owner may, in its sole discretion furnish legal”.

82. § 5.11 shall be amended by adding the following at the end of the existing paragraph:

“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.”

83.

84. § 5.15 shall be deleted in its entirety.

85. § 6.1 shall be amended as follows:

In the first line of the first sentence replace “this Agreement” with “the Architect’s compensation”; and after “by the Architect” insert “and constructed by the Owner,”.

Insert a new second sentence as follows: “To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner.”

In the original second sentence after “compensation of the Architect” insert “or the Architect’s consultants”; and after “changes in the Work” insert “, alternate designs of the Architect that are not constructed or accepted by the Owner,”. If the Owner requests an alternative, but doesn’t build it, the Architect should get paid for the estimated value since Architect had to spend the time to design/draw it.

At the end of the existing paragraph add the following language:

“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 and construction is overseen by Architect. For purposes of the Architect’s compensation, the Cost of the Work shall only include the Owner’s cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.”



86. § 6.2 shall be amended in the first sentence, by deleting “required” and replacing with “allowed”.

Delete the third and fourth sentences and replace them with the following language:

“If the 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.”

87. § 6.3 shall be amended by inserting the following language at the beginning of the existing paragraph:

“The Architect, and the Construction Manager at Risk, if applicable, 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 process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. 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, if applicable, the Construction Manager at Risk, 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.”

In the original first sentence after “scope of the Project” insert “with the prior consent of Owner’s Board of Trustees” before the semi-colon.

At the end of the existing paragraph, delete the last two sentences in the original paragraph.

88. § 6.4 shall be amended to replace “shall” with “may” after “Cost of the Work.”
89. § 6.5 shall be amended by deleting: “the Architect shall make appropriate 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.”, and replacing it with: “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 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 recommendation, but shall decide, in its discretion, what adjustments to make.”

90. § 6.6 shall be amended in the first sentence by inserting “prior to commencement of the Work”, after “negotiated proposal”.

.2 shall be amended by adding at the end of the existing language: “, and/or authorize a different construction procurement method, consistent with State law”;

.4 shall be amended by deleting “or” at the end of the subsection;

.5 shall be amended by adding “; or” at the end of the subsection;

.6 shall be added as follows: “direct the Architect to redesign the Project to meet the Owner’s budgetary, programmatic and quality needs.”

91.

92. § 6.8 shall be added as follows:

“§ 6.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect’s negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect’s fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 8 of this Agreement, as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.”

93. § 7.1 shall be amended to replace “Instruments of Service” with “Construction Documents”.

94. § 7.2 through 7.5 shall be deleted and replaced with the following sections:

*(Note: Select either Form A or Form B for Section 7.2 – 7.5 by placing an X in the appropriate blank below. If a Form is not selected then Form B shall control.)*



“FORM A for Sections 7.2 to 7.5 (\_\_\_\_\_)

§ 7.2 Architect shall provide to Owner all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor (including the necessary number of paper and electronic copies) and other documents hereinafter referred to as “Construction Documents,” that are within Architect’s scope of services and that are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Construction Documents, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights, provided, however, Architect and Architect’s consultants shall not use the Construction Documents on another project without Owner’s written permission. Submission or distribution of Construction Documents 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.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use, reproduce and distribute the Architect’s Construction Documents solely and exclusively for constructing, using, maintaining, and renovating the Project. 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 material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Construction Documents solely and exclusively for use in performing services for the Project.

§ 7.4 This nonexclusive license shall survive termination of this Agreement, and Architect hereby grants permission to Owner to use the Construction Documents for future renovations, repairs, additions or alterations to the Project. In the event the Owner uses the Construction Documents without retaining the author of the Construction Documents, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses.

§ 7.5 Except for the licenses granted in this Article 3, 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 Construction Documents shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.”

“FORM B FOR SECTIONS 7.2 to 7.4 (\_\_\_\_\_)”



§ 7.2 Architect shall provide to Owner, as a “Work Made for Hire,” all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor of Architect and Architect’s consultants (including the necessary number of paper copies and electronic format copies), and other documents hereinafter “Construction Documents,” that are within Architect’s scope of services and are sufficient for Owner to complete construction of the Project and are free from material defects or omissions. The Construction Documents for this Project are the property of the Owner whether or not the Project is completed and whether or not Architect’s Agreement is terminated. The Owner shall be furnished and permitted to retain reproducible copies and electronic versions of the Construction Documents. Only the signature details, standard details and form specifications of the Construction Documents relating to this Project may be used by the Architect on other projects, but they shall not be used as a whole without written authorization by the Owner. Owner-furnished forms, conditions, and other written documents shall not be used on other projects by the Architect without written authorization by the Owner. Owner hereby owns all common law, statutory, or other reserved rights, including copyrights, pertaining to the Construction Documents; provided, however, Owner hereby assigns to Architect the right to enforce Owner’s copyright in the Construction Documents and agrees to reasonably cooperate with Architect in any proceedings related to such enforcement.

§ 7.3 The Construction Documents may be used 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 prototype. 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 significantly 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 prototype, 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 prototype, 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, and “as built” 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, 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.

§ 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."

95. § 8.1.1 shall be amended in the first sentence by replacing "applicable" with "this Agreement and by Texas"; changing "10" to "12" years, and changing "Substantial" to "Final" Completion. In the second sentence delete "Owner and".

96. § 8.1.1.1 shall be added as follows:

"§ 8.1.1.1. All claims, disputes, or matters in controversy between Owner and Architect shall be discussed by the parties in good faith, in an attempt to resolve the claim, dispute, or controversy. In the event such claim, dispute, or controversy cannot be resolved by good faith discussion between the parties, any such claim, dispute or matter in controversy shall be subject to the Owner's grievance policy [GF (LEGAL) and (LOCAL) or other policy as designated by Owner] and the timelines established in the policy. Level I of the grievance process will be conducted by the Superintendent's designee or the Superintendent, as appropriate. Level II shall be heard by the Superintendent, unless he heard Level I. If the Superintendent heard Level I, then the grievance will proceed to the Owner's Board at Level III. If Architect is dissatisfied with the outcome of Owner's grievance process, then 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 the institution of legal or equitable proceedings by either party."

97. § 8.1.1.2 shall be added as follows:

"§ 8.1.1.2 Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law."

98. § 8.1.2 shall be amended to insert the word "Only" at the beginning of the paragraph, and change the word "To" to a lower case "t". At the end of the first sentence add: ", as amended for this Project, and if applicable." after "Contract for Construction".

99. § 8.1.3 shall be amended as follows:

In the first sentence deleting "and Owner" and adding an "s" to the word "waive".



In the second sentence, deleting the word “mutual”; deleting “either party” and replacing it with “Owner’s”; and deleting “, except as specifically provided in Section 9.7.” at the end of the second sentence.

At the end of the existing paragraph adding: “In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.”

100. § 8.1.4 shall be added as follows:

“§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys’ fees may be awarded to the prevailing party.”

101. § 8.2.1 shall be amended in the first sentence after “binding dispute resolution” by inserting the following language: “, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section”

The second sentence shall be deleted in its entirety.

102. § 8.2.2 shall be amended as follows:

In the first sentence put a period after “mediation” and delete the rest of the first sentence.

In the second sentence insert “mutually-acceptable” before “person or entity”.

Insert a new third sentence: “In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties.”

In the fourth sentence, replace “may” with “shall”; delete all of the sentence after the word “made” and replace the deleted language with “within 30 days after the completion of Owner’s grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.”

103. § 8.2.3 shall be amended in the second sentence by replacing the word “place” with “county”; deleting “the Project” and replacing it with “Owner’s main administrative



office". Delete the last sentence and replace it with "Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas."

104. The first paragraph of § 8.2.4 shall be replaced in its entirety with the following language:

"The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to mandatory arbitration. The parties may, however, mutually agree in writing to submit such claims, disputes, or matters in controversy to arbitration. Neither party may compel the other to arbitrate any claim, dispute, or matter in controversy between them."

Delete "Arbitration pursuant to Section 8.3 of this Agreement", and delete "Other: (*Specify*).". Place an "X" in the blank before "Litigation in a court of competent jurisdiction".

105. § 8.2.5 shall be added as follows:

"§ 8.2.5 Architect stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law."

106.

107. § 9.1 shall be amended in the first sentence by inserting "timely" before "payments"; inserting "for undisputed sums" after "Architect"; and putting a period after "termination"; deleting "or, at the Architect's option, cause for suspension of performance of services under this Agreement." At the beginning of the second sentence, insert "If not cured after then (10) days written notice to Owner of the delinquency."

At the end of the existing paragraph add:

"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 notice, in accordance with Texas Government Code section 2251.051 *et seq.*"

108. § 9.2 shall be amended in the first sentence, by inserting "for more than ninety (90) consecutive days" after "Project"; and deleting the second sentence in its entirety. In the last sentence, replace "shall" with "may."



109. § 9.3 shall be amended to replace the word “cumulative” with “consecutive”.
110. § 9.4 shall be amended in the first line by replacing “seven” with “twenty-one (21)” and inserting “and opportunity to cure” after “written notice”.
111. § 9.5 shall be amended to add the following sentence at the end of the existing paragraph:
- “The Owner may also terminate this Agreement on 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.”
112. § 9.6 shall be amended by inserting “together with” before “Reimbursable”; and inserting “then due” after “Expenses”, and deleting the remainder of the paragraph.
113. § 9.7 shall be amended by deleting the existing language in the section and replacing it with the following:
- “§ 9.7 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; 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.”
114. § 9.8 shall be amended by replacing the word “Substantial” with “Final.”
115. § 9.9 shall be amended to add a comma after “Article 7”; add an “s” to the word “Section”, and after 9.7 add “, and 11.9.”
116. § 9.10 shall be added as follows:
- “§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, 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.”



117. § 10.1 shall be amended in the first sentence, by inserting “State of Texas.” after “law of the”, and deleting the remainder of the first and second sentences, and adding the following language at the end of the paragraph: “Mandatory and exclusive venue for any dispute shall be in the state district courts of Anderson County. If the blank is not filled in, mandatory and exclusive venue shall be in the county where the Owner’s administrative offices are located.”
118. § 10.2 shall be amended in the first sentence, by inserting “(or A201-2007, if used for this Project)” after “A201-2017”; and at the end of the existing paragraph adding: “as amended for the Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.”
- 119.
120. § 10.4 shall be amended as follows:
- In the first sentence delete “proposed” before “language”; and delete the second sentence in its entirety.
- In the third sentence, delete “not be required to” before “execute”; after “consents” inserting “consistent with the Architect’s standard of care pursuant to this Agreement.”; and delete the rest of the third sentence.
121. § 10.6 shall be amended by adding the following language after “Project site”:
- “, unless Architect knew, directed, or specified that, or allowed such hazardous materials be used in the Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.”
122. § 10.7 shall be amended by inserting at the beginning of the section: “With prior written consent of the Owner,” and changing the capital “T”he to a lower “t”. In the first sentence, after “Architect” replace “shall have the right to” with “may”.
- At the end of the second sentence adding: “, but may not photograph students without prior written parental consent.”.
- Delete the fourth sentence in its entirety, and replace it with “Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.”



123. § 10.8 shall be amended to delete “as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.” and replacing it with the following language:

“to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. 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 written 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. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 *et seq.* and the Texas Open Meetings Act, Texas Government Code, Chapter 551 *et. seq.*”

124. § 10.8.1 shall be amended in the second line of the first sentence by deleting “arbitrator’s order,”.

125. § 10.10 shall be added as follows:

“§ 10.10 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.”

126. § 10.11 shall be added as follows:

“§ 10.11 APPLICABLE LAW. This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity 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.”

127. § 10.12 shall be added as follows:



“§ 10.12 CONFLICT OF DOCUMENTS. To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.”

128. § 10.13 shall be added as follows:

“§ 10.13 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 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.”

129. § 10.14 shall be added as follows:

“§ 10.14 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 of any other covenant, condition or agreement herein contained.”

130. § 10.15 shall be added as follows:

“§ 10.15 Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or 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.”

131. 10.16 shall be added as follows:

“§ 10.16 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.”

132. § 10.17 shall be added as follows:



“§ 10.17 By executing this Agreement, Architect verifies that Architect does not boycott Israel or any Israeli-controlled territory, and will not boycott Israel or any Israeli-controlled territory during the term of this Agreement.”

133. § 10.18 shall be added as follows:

“§ 10.18 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect misrepresents its inclusion on the list, then such omission or misrepresentation shall void this Agreement.”

134. § 10.19 shall be added as follows:

“§ 10.19 CRIMINAL HISTORY RECORD CHECKS

§ 10.19.1 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.

§ 10.19.2 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.

§ 10.19.3 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.

§ 10.19.4 Any subcontractor entity, as defined by Texas Education Code § 22.08341(a)(3), shall be required by the terms of their contract with Architect or any other contracting entity (as defined in Texas Education Code §22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

§ 10.19.5 On request of Owner, Architect shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Contractor and all subcontracting entities. Architect shall update this list on Owner's request."

135. § 11.1 shall be amended in the first sentence, after "Architect" by inserting "for all undisputed payments", and deleting "follows:" and replacing it with: "set forth below. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Section 2251.051 (c) and (d). Owner shall further have the right to withhold payments as specified in Sections 6.8 and 11.10.2.2 of this Agreement."

Following subsection ".2", insert the following paragraphs:

"For renovation work, compensation for all Basic Services shall be based on \_\_\_\_\_ percent (\_\_\_%) of the Cost of the Work, as detailed in Section 6.1 herein; 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 accepted by the Owner shall be payable in accordance with Section 6.1 herein;

Compensation shall be paid based on the percentage of the services actually completed by Architect. Progress payments for services in each phase for services completed shall total the percentages applicable to each phase of Architect's services in 11.5."

136. § 11.2 shall be deleted in its entirety.



- 137. § 11.3 shall be amended by filling in the box below the section: “As agreed between the parties in writing, executed prior to the Architect beginning performance of the Additional Services.”
- 138. § 11.4 shall be amended by deleting “Supplemental and” before “Additional Services”; deleting “11.2 or” before “11.3”; deleting “plus \_\_ percent (\_\_\_%)” after “Architect”; and deleting “Supplemental or” before “Additional Services”.
- 139. § 11.5 shall be amended by filling in the chart as follows:

Schematic Design Phase	ten percent (10%)
Design Development Phase	twenty percent (20%)
Construction Documents Phase	thirty-five percent (35%)
Procurement Phase	five percent (5%)
<u>Construction Phase</u>	<u>thirty percent (30%)</u>
Total Basic Compensation	one hundred percent (100%)

- 140. § 11.6.1 shall be deleted in its entirety.
- 141. § 11.7 shall be amended by deleting the second sentence in its entirety.
- 142. § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 shall be amended as follows:

Subsections .1 and .2 shall be deleted in their entirety.

Subsection .4: Insert “and,” before “reproductions”; and at the end of the subsection add: “of Construction Documents, other than those required to be provided by Architect under this Agreement”

Subsection .5: At the end of the existing subsection, insert “of Construction Documents, other than those required to be provided by Architect under this Agreement”

Subsection .6: Insert “in writing” after “advance”;

Subsection .7: Delete “or required for the” and replace it with “after Architect’s provision of one artist’s rendering and one model or mock-up of each building in the”;

Subsection .8, .9, .10 and .12 shall be deleted in their entirety.



143. § 11.8.2 shall be amended in the first sentence by inserting “only” before the first “the”, and “actual” after the first “the”; deleting the language after “consultants”; and putting a period after “consultants.”

144. § 11.9 “Architect’s Insurance” shall be amended by changing the title to “Compensation For Use Of Architect’s Instruments Of Service”; and deleting the original section in its entirety and replacing it with the following language:

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

145. § 11.10.1.1 shall be deleted in its entirety.

146. § 11.10.2.1 shall amended as follows:

In the second sentence insert “for undisputed amounts” after “Payments”; delete “upon presentation of” and replace it with “within thirty (30) days after receipt of”; insert “to Owner’s designated representative” at the end of the second sentence.

In the third sentence, at the beginning of the sentence insert “Undisputed” and change “Amounts” to a lower case “a”; insert “more than” after “unpaid”; insert “Owner’s receipt of” before “the invoice”; delete “date” after “invoice”; delete the original language after “entered below” and replace it with “specified by Texas Government Code § 2251.025 or its successor.”

In the parentheses delete “Insert rate of monthly or annual interest agreed upon” and replace it with “NOTE: Per Texas Government Code Section 2251.025, these blanks should be filled in with “30” if the school board meets more often than once per month and with “45” if the school board meets once per month.)”, and delete the “%” in the gray box below the paragraph.

147. § 11.10.2.2 shall be amended as follows:

Replace “shall not” with “may”; after “withhold” insert “payments after appropriate notice as to the reasons for the withholding, to”; delete “amounts from”; change “Architect’s” to “Architect”; delete “compensation to impose a penalty or liquidated” and insert “for the purposes of reimbursing Owner for any” before “damages”; insert “caused by” and delete “on” before “the Architect,”. Delete all of the language after “the Architect,” and replace it with: “for changes in the Cost of the Work which result in Architect’s compensation being reduced, for Architect’s failure to comply with the provisions of any part of this Agreement. if a claim has been filed against Architect, or to



secure performance of Architect's services and obligations under any part of this Agreement."

148. § 11.10.2.3 shall be amended at the end of the paragraph by deleting ". available to the Owner at mutually convenient times." and replacing it with "provided to the Owner upon presentation of Architect's progress payment applications."

149. § 11.11 shall be added as follows:

"§ 11.11 Architect shall reasonably cooperate with Owner, at no additional cost to Owner, in connection with a legal proceeding against Owner that relates to the Project."

150. ARTICLE 12 SPECIAL TERMS AND CONDITIONS

This section shall be amended by deleting "(Include other terms and conditions applicable to this Agreement.)"

151. § 12.3 shall be added as follows:

"§12.3 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 and are free from material defects or omissions, 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. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 16.008(c) OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or



hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect."

152. § 12.4 shall be added as follows:

"§ 12.4 THE PROVISIONS OF SECTION 12.1 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT."

153. § 12.5 shall be added as follows:

"§ 12.5 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a 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 as so modified, the indemnification obligations shall continue in full force and effect."

154. § 12.6 shall be added as follows:

"§ 12.6 It is understood and agreed that Article 12 above is subject to, and expressly limited by, the terms and conditions of Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended."

155. § 12.7 shall be added as follows:

"§ 12.7 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 to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas 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."

156. § 12.8 shall be added as follows:

"§ 12.8 COMPLAINTS. The Texas Board of Architectural Examiner 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) 305-9000, by fax at (512) 305-8900, or on the web at <http://tbae.state.tx.us>.”

157. § 13.1 shall be amended in the first sentence after “written or oral”, by inserting “unless specifically provided for otherwise in this Agreement, as amended.” In the second sentence, after “written instrument” inserting “approved by the Owner’s Board of Trustees and”; adding an “s” to “Owner”; and inserting “designated representative” before “and Architect”.

158. § 13.2 shall be amended as follows:

- .1 at the end of the subsection, add “, as amended for this Project;”
- .2 shall be deleted in its entirety.

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

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

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

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
Dr. Don Rice  
President, Board of Trustees  
Westwood Independent School District

D. Board to consider budget amendment 2020-2021  
**Presenter:** Kyle Johnson

2020-2021 Budget Amendments					
No. 1	EXPENDITURE		CURRENT BUDGET	AMENDED BUDGET	INCREASE/ (DECREASE)
1	199 R 00 5931	SHARS Revenue (Medicaid)	\$ -	\$ 61,450	\$ 61,450
		<b>Total reduction:</b>			<b>\$ 61,450</b>
2					\$ -
		<b>Total increase:</b>			<b>\$ 61,450</b>
		Anderson County SPED COOP SHARS Reimbursement			

Approved by board:



10. **CLOSED SESSION**

A. Acknowledge professional contracts

11. Reconvene from Closed Session

**Presenter:** Don Rice

12. Discussion and Possible Approval of Action Arising from Closed Session

**Presenter:** Don Rice

13. **Future agenda items request and special events**

14. **Adjournment**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:  
noon, September 10, 2020

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For the Board of Trustees