

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 March 21, 2022, beginning at 6:30 PM Westwood Primary
1701 West Point Tap Road
Palestine, TX 75803.

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
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
Presenter: Carolyn Booker
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/TEXAS PLEDGE**
5. ACTION ITEM
5.A. Board to consider approval of the agenda as presented
6. Recognition of Students and Faculty

Westwood ISD
Teacher of the month
March 2022
Board Meeting – March 21, 2022

Primary - Jeannie Linam

Elementary – Michelle Wade

Junior High – Megan Bedre

High School – Biff Knight

Auxiliary – Julie May

The Transportation employee of the Month is Julie May. During the time our Department was short of staff she was moved from Bus to Bus.. Her attitude was always positive and wanting to do what is necessary for students. She never questioned or complained. She always has the best interest of the students and is an asset to the Transportation Department. Congratulations!

Thanks,

Phil Nedbalek-CTPTMO
Director of Transportation



Westwood Primary

Student of the Month Nomination Form

Proud to be a Panther!

- Prepared:** Punctual with good attendance. Brings materials to class.
- Respectful:** Follows directives at all times, exhibits care for others. Listens.
- Orientated:** Sets goals and works to achieve them. Moving toward high standards.
- Understanding:** Accepting of others and logically analyzes choices and decisions to be made.
- Determined:** Strives to make each day a great day. Self motivated.

Student's name:	Donovan Brown Jr.	Grade:	Pre-K / PPCD
Nominated By:	Mrs. Bowden		

What **PROUD** characteristics has this Panther exhibited?

Donovan comes to school everyday with a willingness to learn. He is very respectful of his teachers and his peers. Donovan strives to complete every task that he is given to the best of his ability. He is always willing to lend a helping hand and can make anyone laugh. His peers love him and always want to be around him. Donovan is a true example of what it means to be a Proud Panther.



Westwood Primary

Student of the Month Nomination Form

Proud to be a Panther!

- P**repared: Punctual with good attendance. Brings materials to class.
- R**espectful: Follows directives at all times, exhibits care for others. Listens.
- O**rientated: Sets goals and works to achieve them. Moving toward high standards.
- U**nderstanding: Accepting of others and logically analyzes choices and decisions to be made.
- D**etermined: Strives to make each day a great day. Self motivated.

Student's name:	Harley Gardner	Grade:	Kindergarten
Nominated By:	Ms. Lott		

What **PROUD** characteristics has this Panther exhibited?

Harley is always kind, respectful, and caring to her classmates and teachers. She tries her hardest to make sure herself and others are following the class rules and procedures. She has set high goals for herself and has worked hard to obtain them. Harley always has a positive and happy attitude.



Westwood Primary

Student of the Month Nomination Form

Proud to be a Panther!

- Prepared:** Punctual with good attendance. Brings materials to class.
- Respectful:** Follows directives at all times, exhibits care for others. Listens.
- Orientated:** Sets goals and works to achieve them. Moving toward high standards.
- Understanding:** Accepting of others and logically analyzes choices and decisions to be made.
- Determined:** Strives to make each day a great day. Self motivated.

Student's name:	Cavius Beavers	Grade:	1st
Nominated By:	Mrs. Cunningham		

What **PROUD** characteristics has this Panther exhibited?

Cavius shows her panther pride all the time! She is a dedicated student that has shined thus far during the school year! Cavius is a terrific helper in the classroom and an exemplary friend to all. As her teacher, I am so proud to have a student that is as kind and courageous as she is.



Westwood Primary

Student of the Month Nomination Form

Proud to be a Panther!

- Prepared:** Punctual with good attendance. Brings materials to class.
- Respectful:** Follows directives at all times, exhibits care for others. Listens.
- Orientated:** Sets goals and works to achieve them. Moving toward high standards.
- Understanding:** Accepting of others and logically analyzes choices and decisions to be made.
- Determined:** Strives to make each day a great day. Self motivated.

Student's name:	Ivory Edwards	Grade:	2nd
Nominated By:	Ms. Richardson		

What **PROUD** characteristics has this Panther exhibited?

Ivory is an amazing young lady. She comes into my class everyday and meets every expectation set for her. Ivory works hard and models what it means to show Panther Pride in her actions every day. Ivory is kind and cares for her classmates and others at the primary school. She sets the bar high for her classmates and encourages them to do their best. I am blessed to have such a beautiful soul in my class each day, and if you ever get a chance to get an "Ivory Hug" take it! She gives the absolute best hugs!



Westwood Elementary

Student of the Month Nomination Form

Proud to be a Panther!

- Prepared:** Punctual with good attendance, participates in class, and maintains grades.
- Respectful:** Follows teacher and staff directives at all times, exhibits care for others.
- Orientated:** Sets goals and works to achieve them. Believes is moving toward high standards.
- Understanding:** Accepting of others and logically analyzes choices and decisions to be made.
- Determined:** Strives to make each day a great day. Self motivated.

Student:	Karsen Girard	Grade:	3rd
Nominated By:	Mrs. Young		

What **PROUD** characteristics has this Panther exhibited?

Karsen Girard

Karsen is an all around amazing student. He is a kind hearted, friendly, and respectful young man. He works very hard on his school work and never gives up. He gives his all in everything he does.



Westwood Elementary

Student of the Month Nomination Form

Proud to be a Panther!

- P**repared: Punctual with good attendance, participates in class, and maintains grades.
- R**espectful: Follows teacher and staff directives at all times, exhibits care for others.
- O**rientated: Sets goals and works to achieve them. Believes in moving toward high standards.
- U**nderstanding: Accepting of others and logically analyzes choices and decisions to be made.
- D**etermined: Strives to make each day a great day. Self motivated.

Student:	Trevor Momanyi	Grade:	4th
Nominated By:	Mrs. Wells		

What PROUD characteristics has this Panther exhibited?

I nominate Trevor M for student of the month. Trevor demonstrates excellent behavior inside and outside the classroom, he is well-mannered, and respectful of his peers and teachers. Trevor models leadership daily and sets a good example with his words and actions. Trevor is a joy to have in the classroom.



Westwood Elementary

Student of the Month Nomination Form

Proud to be a Panther!

- P**repared: Punctual with good attendance, participates in class, and maintains grades.
- R**espectful: Follows teacher and staff directives at all times, exhibits care for others.
- O**rientated: Sets goals and works to achieve them. Believes is moving toward high standards.
- U**nderstanding: Accepting of others and logically analyzes choices and decisions to be made.
- D**etermined: Strives to make each day a great day. Self motivated.

Student:	Selene Montes	Grade:	5th
Nominated By:	Mrs. Emanuel		

What PROUD characteristics has this Panther exhibited?

I am happy to announce Selene Montes for the student of the month. Selene has such a great and positive attitude towards learning. She has such a big heart by helping others to be successful in the math classroom. Also, she is a friend to all and offers a helping hand to other classmates when they are struggling and constantly putting the best interest of others ahead of her own. We are proud to have Selene Montes to represent our 5th grade Student of the Month.



Westwood Elementary

Student of the Month Nomination Form

Proud to be a Panther!

- Prepared:** Punctual with good attendance, participates in class, and maintains grades.
- Respectful:** Follows teacher and staff directives at all times, exhibits care for others.
- Orientated:** Sets goals and works to achieve them. Believes in moving toward high standards.
- Understanding:** Accepting of others and logically analyzes choices and decisions to be made.
- Determined:** Strives to make each day a great day. Self motivated.

Student:	Shyla Mackey	Grade:	6th
Nominated By:	Mr. Phillips		

What PROUD characteristics has this Panther exhibited?

Shyla Mackey: I chose Shyla because she has a winning attitude. She is always willing to help someone. Her kind spirit makes her the perfect candidate for student of the month. Not only that she is the perfect role model for her peers.

Mr. Phillips



Westwood Junior High
Student of the Month Nomination Form

PROUD TO BE A PANTHER

Prepared: Punctual with good attendance, participates in class and maintains grades.

Respectful: Follows teacher and staff directives at all times, exhibits care for others.

Orientated: Sets goals and works to achieve them. Believes in moving toward high standards.

Understanding: Accepting of others and logically analyzes choices and decisions to be made.

Determined: Strives to make each day a great day. Self-motivated.

I nominate: *Alivia Zabransky*
Grade: *7*
Nominated by: *R. May*
What Panther **PROUD** characteristics has this student exhibited: *prepared, Respectful
Hard worker, Friendly, Nice to her peers*



Westwood Junior High
Student of the Month Nomination Form

PROUD TO BE A PANTHER

Prepared: Punctual with good attendance, participates in class and maintains grades.

Respectful: Follows teacher and staff directives at all times, exhibits care for others.

Orientated: Sets goals and works to achieve them. Believes in moving toward high standards.

Understanding: Accepting of others and logically analyzes choices and decisions to be made.

Determined: Strives to make each day a great day. Self-motivated.

I nominate: Ariana Gonzales
Grade: 8
Nominated by: Cassie Huddleston
What Panther **PROUD** characteristics has this student exhibited:
Ariana surprises me everyday! She is always willing to lend a hand to her classmates. I am 100% positive she is capable of doing anything she sets her mind to.



**Westwood Junior High
Teacher of the Month Recognition**

PROUD TO BE A PANTHER

- Prepared:** Punctual and organized. Ready at all times!
- Respectful:** Works collegially with fellow staff and is a role model for students.
- Orientated:** Sets goals and works to achieve them. Believes in moving toward high standards.
- Understanding:** Builds positive relationships with students. Cares for each and every child.
- Determined:** Strives to make each day a great day. Determined to provide an excellent education for all students.

Megan Bedre has been selected as the Westwood Junior High Teacher of the Month for March 2022.

Mrs. Bedre exemplifies what a Proud Panther Educator is. Mrs. Bedre has a desire to help students become their very best whether it is in the classroom or in extracurricular programs. Megan has a genuine care for the students and staff and she is always willing to help in any manner she can.

Megan Bedre is a giver, a teacher with a servant's heart. She is a valued member of the Westwood Junior High campus and of Westwood ISD. We are very proud to recognize Mrs. Bedre as the WJH Teacher of the Month.



Where Panthers Excel Today and Lead Tomorrow

4524 W. Oak St. Palestine, Texas 75801

P.O. Box 260 Palestine, Texas 75802

Phone: 903.729.1776 Fax: 903.729.3696

www.westwoodisd.net

Scott Nettles
Principal
(903)723-9302

Jennifer Thomason
Assistant Principal
(903)723-9302

Richard Bishop
Athletic Director
(903)723-9311

Jeffery Tauber
Counselor
(903)729-1773

Kelly Green
CTE Director
(903)729-1773

Shayla Skief
Band Director
(903)723-9309

Kay Denison
Administrative
Assistant
(903)723-9302

WHS SOTM Nomination Form

STUDENT OF THE MONTH QUALIFICATIONS

- Prepared: Punctual with good attendance, participates in class and maintains grades
- Respectful: Follows teacher and staff directives at all times, exhibits care for others
- Oriented: Sets goals and works to achieve them. Believes in moving toward high standards
- Understanding: Accepting of others and logically analyzes choices and decisions to be made
- Determined: Strives to make each day a great day

I nominate Empriss Goss, grade 9

He/She has proven to be an excellent, PROUD candidate exhibiting

excellence in attending class on time, prepared to learn, engaged in each lesson with a focus on success and helping others learn, and prepared to complete assignments, even when they are difficult. She is a joy to have

Nominated by: in class,

Bryan Neal



Where Panthers Excel Today and Lead Tomorrow

4524 W. Oak St. Palestine, Texas 75801

P.O. Box 260 Palestine, Texas 75802

Phone: 903.729.1776 Fax: 903.729.3696

www.westwoodisd.net

Scott Nettles
Principal
(903)723-9302

Jennifer Thomason
Assistant Principal
(903)723-9302

Richard Bishop
Athletic Director
(903)723-9311

Jeffery Tauber
Counselor
(903)729-1773

Kelly Green
CTE Director
(903)729-1773

Shayla Skief
Band Director
(903)723-9309

Kay Denison
Administrative
Assistant
(903)723-9302

WHS SOTM Nomination Form

STUDENT OF THE MONTH QUALIFICATIONS

- Prepared: Punctual with good attendance, participates in class and maintains grades
- Respectful: Follows teacher and staff directives at all times, exhibits care for others
- Oriented: Sets goals and works to achieve them. Believes in moving toward high standards
- Understanding: Accepting of others and logically analyzes choices and decisions to be made
- Determined: Strives to make each day a great day

I nominate Aliya Guster, grade 10

He/She has proven to be an excellent, PROUD candidate exhibiting

always positive towards her
peers. Great attitude when faced
w/ a difficult task and always
willing to help others when
needed. When you see her she always has a
smile.

Nominated by: Tylen Hebert



Where Panthers Excel Today and Lead Tomorrow

4524 W. Oak St. Palestine, Texas 75801

P.O. Box 260 Palestine, Texas 75802

Phone: 903.729.1776 Fax: 903.729.3696

www.westwoodisd.net

Scott Nettles
Principal
(903)723-9302

Jennifer Thomason
Assistant Principal
(903)723-9302

Richard Bishop
Athletic Director
(903)723-9311

Jeffery Tauber
Counselor
(903)729-1773

Kelly Green
CTE Director
(903)729-1773

Shayla Skief
Band Director
(903)723-9309

Kay Denison
Administrative
Assistant
(903)723-9302

WHS SOTM Nomination Form

STUDENT OF THE MONTH QUALIFICATIONS

- Prepared: Punctual with good attendance, participates in class and maintains grades
- Respectful: Follows teacher and staff directives at all times, exhibits care for others
- Oriented: Sets goals and works to achieve them. Believes in moving toward high standards
- Understanding: Accepting of others and logically analyzes choices and decisions to be made
- Determined: Strives to make each day a great day

I nominate Aliya Guster, grade 10

He/She has proven to be an excellent, PROUD candidate exhibiting

Shows exceptional engagement and
attitude with a true desire to learn.
She always turns in top quality work.

Nominated by: Kade Mitchell *KM*



Where Panthers Excel Today and Lead Tomorrow

4524 W. Oak St. Palestine, Texas 75801
P.O. Box 260 Palestine, Texas 75802
Phone: 903.729.1776 Fax: 903.729.3696
www.westwoodisd.net

Scott Nettles
Principal
(903)723-9302

Jennifer Thomason
Assistant Principal
(903)723-9302

Richard Bishop
Athletic Director
(903)723-9311

Jeffery Tauber
Counselor
(903)729-1773

Kelly Green
CTE Director
(903)729-1773

Shayla Skief
Band Director
(903)723-9309

Kay Denison
Administrative
Assistant
(903)723-9302

WHS SOTM Nomination Form

STUDENT OF THE MONTH QUALIFICATIONS

- Prepared: Punctual with good attendance, participates in class and maintains grades
- Respectful: Follows teacher and staff directives at all times, exhibits care for others
- Oriented: Sets goals and works to achieve them. Believes in moving toward high standards
- Understanding: Accepting of others and logically analyzes choices and decisions to be made
- Determined: Strives to make each day a great day

I nominate Kameron Carwell, grade 11

He/She has proven to be an excellent, PROUD candidate exhibiting

He has a willing attitude and always tries
his best when given a task. He works
hard in the classroom and the shop, and
is very respectfull a pleasure to teach.

Nominated by: Lance Thomas - As Dept.



Where Panthers Excel Today and Lead Tomorrow

4524 W. Oak St. Palestine, Texas 75801

P.O. Box 260 Palestine, Texas 75802

Phone: 903.729.1776 Fax: 903.729.3696

www.westwoodisd.net

Scott Nettles
Principal
(903)723-9302

Jennifer Thomason
Assistant Principal
(903)723-9302

Richard Bishop
Athletic Director
(903)723-9311

Jeffery Tauber
Counselor
(903)729-1773

Kelly Green
CTE Director
(903)729-1773

Shayla Skief
Band Director
(903)723-9309

Kay Denison
Administrative
Assistant
(903)723-9302

WHS SOTM Nomination Form

STUDENT OF THE MONTH QUALIFICATIONS

- Prepared: Punctual with good attendance, participates in class and maintains grades
- Respectful: Follows teacher and staff directives at all times, exhibits care for others
- Oriented: Sets goals and works to achieve them. Believes in moving toward high standards
- Understanding: Accepting of others and logically analyzes choices and decisions to be made
- Determined: Strives to make each day a great day

I nominate Natalee Franklin-Cox, grade 12

He/She has proven to be an excellent, PROUD candidate exhibiting Leadership, motivated, and a positive attitude. She is an active officer in NHS, BPA state qualifier, and marching band. She helps me so much each day w/ the store and keeps her positive attitude.

Nominated by: Tyler Hebert

7. **OPEN FORUM AUDIENCE PARTICIPATION - POLICY BED (Local)**
8. **INFORMATION**
 - 8.A. SFE - Food Service Update
Presenter: Brandon Carroll

Foodservice Overview

March 21, 2022

First, a big Thank You!

About The Team

- ▶ Long history and strong connections with the children
- ▶ Genuine love for the kids that shines
- ▶ Knowledge, experience and support

The Supply Chain

- ▶ There are some current supply chain challenges
- ▶ Our goal is to be as flexible as possible while also achieving the standards set forth for us.
- ▶ We are partnering with Sysco and other suppliers as needed
- ▶ Our connection to other districts largely helps get what we need.
- ▶ Menus may change to accommodate product availability

Dr. Seuss Promotion

- ▶ March 3rd event at Elementary and Primary Schools
- ▶ Green Eggs and Ham special for lunch
- ▶ Dr. Seuss themed prizes and goodies
- ▶ Future plans for themed events at all campuses



Goals for the Future

- ▶ Our first goal is to provide nutritious meals for our future.
- ▶ Our second goal is to be as financially responsible with what is entrusted to us.

8.B. Curriculum Moment
Presenter: Katie Atkins

Westwood ISD Agenda Item Information

Meeting Date: March 21, 2022

Subject: March 2022 Curriculum Moment

Administrator Responsible: Katie Atkins, Ed.D

Summary: Westwood ISD utilizes a variety of instructional resources to optimally impact student outcomes. Resources are brought into the district through various processes and are frequently reviewed.

Administration's Recommendation: n/a

Possible Motion: n/a

Attachments: March 2022 Curriculum Moment (ppt)

Board Approval Required

YES

NO

March 2022 Curriculum Moment

Dr. Katie Atkins

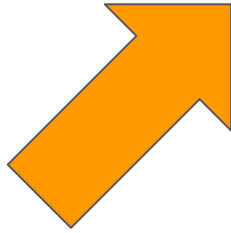
Assistant Superintendent of Curriculum, Instruction, and Leadership²⁹

March 21, 2022

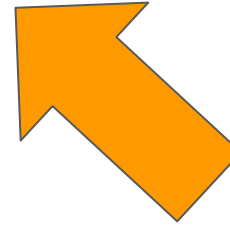


Areas of Focus for 2021-2022

High Quality Instruction



High levels of support for students and staff



Resource and programming review to determine alignment to high priority areas of focus



@WESTWOODISD
#WWWay
#WWEnergyBus

One of the most impactful influences on a student's achievement is the student's teacher.

Resources should be viewed as tools to support student achievement.

Instructional resources in Westwood ISD

- Resources intended for initial instruction
 - Based upon TEA-issued Proclamation
 - Board approves resources in accordance with Board policy (EFA)

- Resources intended for supplemental support/intervention

32



@WESTWOODISD
#WWWay
#WWEnergyBus

Findings from instructional resource review

- Multiple resources in use intended as initial instruction in certain content areas.
- Further training and professional learning needed in using current resources as intended to optimally impact instruction.
- Ongoing support plan needed to ensure continued professional learning in resource usage (onboarding new employees, etc.)
- Ongoing review process for new resources to avoid resource overlap.

33



@WESTWOODISD
#WWWay
#WWEnergyBus

Next steps

- Science and Math resources
 - Current adoption expires after 21-22 school year
 - Science: next adoption under Proclamation 2024
 - Math: next adoption under Proclamation 2026
 - K-5 math and K-8 science will use a resource appearing on the Commissioner's List that is different from the original adoption
 - Other grade levels will remain with the current adoption materials until next Proclamation



@WESTWOODISD
#WWWay
#WWEnergyBus

Next steps

- Professional Learning

- Westwood University–May 23-25
- District professional learning days (August)
- Ongoing professional learning throughout the year
 - Staff development waiver days
 - On-site professional learning through professional learning communities

35



@WESTWOODISD
#WWWay
#WWEnergyBus

Questions

36



@WESTWOODISD
#WWWay
#WWEnergyBus

8.C. Finance Update
Presenter: Kyle Johnson

Westwood ISD Agenda Item Information Agenda Item Information

Meeting Date: March 21, 2022

Subject: Finance Update

Administrator Responsible: Mr. Johnson

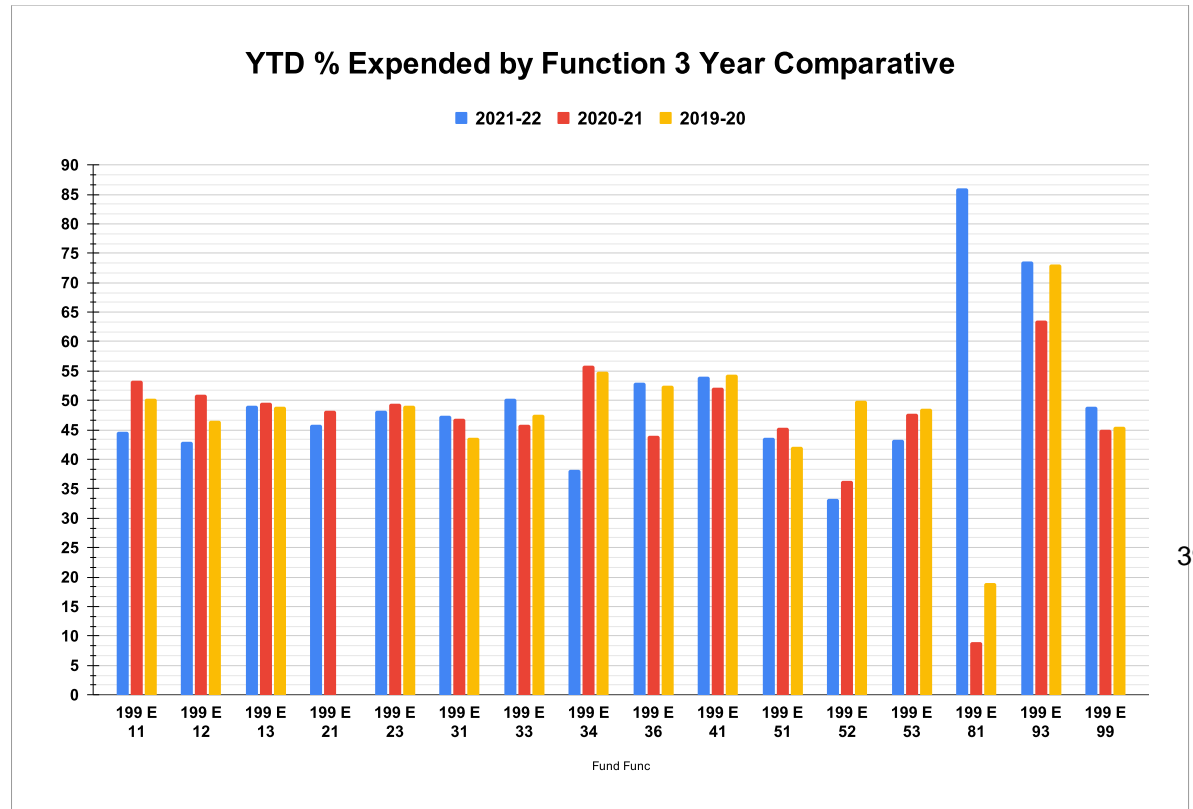
Summary: Finance Update on expenditures by Function by percentage compared to previous 2 years as of February 28, 2022.
Enrollment/ADA update and the impact on the budget.
Update on Property Value Study.
ESSER Grant update.
2022-2023 Budget Timeline Update.
Budget Amendment 22-05 presentation (this will be considered for approval in consent agenda).

Administration's Recommendation: This is for information purposes only.

Board Approval Required YES **X** NO

Fund Func	2021-22	2020-21	2019-20
199 E 11	44.70	53.40	50.27
199 E 12	42.99	51.02	46.49
199 E 13	49.03	49.54	48.95
199 E 21	45.87	48.18	0
199 E 23	48.21	49.49	49.16
199 E 31	47.40	46.92	43.63
199 E 33	50.37	45.82	47.52
199 E 34	38.30	55.93	54.91
199 E 36	53.09	43.95	52.46
199 E 41	54.04	52.25	54.42
199 E 51	43.58	45.35	42.09
199 E 52	33.27	36.4	49.9
199 E 53	43.25	47.80	48.62
199 E 81	86.06	8.98	19.00
199 E 93	73.57	63.54	73.14
199 E 99	48.99	45.00	45.57

6/12 = 50%



8.D. Discussion of Fitzpatrick Architects proposal for Campus Master Plan and
Architectural Services for Administration and Transportation/Maintenance Facility
Presenter: Wade Stanford

Westwood ISD Agenda Item Information

Meeting Date: March 21, 2022

Subject: Discussion of Fitzpatrick Architects proposal for Campus Master Plan and Architectural Services for Administration and Transportation/Maintenance Facility

Administrator Responsible: Wade Stanford

Summary: The attached proposal outlines the scope of work and associated fees for the development of a campus master plan and architectural services for an administration and Transportation/Maintenance Facility

Administration's Recommendation: The administration recommends that the Fitzpatrick Architects proposal be accepted as presented.

Possible Motion: I move that we accept the Fitzpatrick Architects proposal for a Campus Master Plan and Architectural Services for Administration and Transportation/Maintenance Facility as presented.

Attachments:

Board Approval Required

XYES

NO



5201 S. Broadway, Suite 200
Tyler, Texas 75703
903-592-0728
903-595-0369 fax

Architectural Fee Proposal

February 22, 2022

**New Administration Building and Transportation/Maintenance Facility, Westwood ISD
Wade Stanford, Superintendent**

Thank you for the opportunity to offer our services for another project at Westwood ISD. It is our understanding from our meeting that the District needs a centralized Administration building to house the administrative staff and department heads. This building will also include a multipurpose meeting room that can be used for training, community meetings and board meetings. The new Administration building will be located along the north side of Hwy 79 and become an entry point to campus. The project will also provide a new Transportation building to replace the current, undersized facility and combine the maintenance shop and grounds-keeping equipment into one location.

This proposal also includes a Campus Master Plan to study the location of the Administration and Transportation/Maintenance buildings, future expansions for High School CTE and Fine Arts, and relocation of tennis and softball fields.

Listed below are the parts that will encompass our work.

Campus Master Plan

- Study campus for future growth, particularly at the High School
- Review options with Administration
- Revise and finalize Master Plan based on input from Administration
- Prepare Masterplan presentation and display materials
- Present to Board for approval

Architectural Services for Administration and Transportation/Maintenance Building

Schematic Design

- Prepare a program of spaces
- Design Floor Plan and Site Plan based on program of spaces
- Prepare schematic exterior design
- Review with schematic plans with Owner and finalize design concept for Board approval
- Prepare 3D view of exterior for display and Board approval

Design Development

- Continue development of design
- Begin interior development and material selections
- Engage Consulting Engineers for Structural, Mechanical, & Electrical Engineering and begin system design

Coordinate architectural design drawings with engineers
Coordinate the design with national, state, and local codes, regulations and ordinances

Construction Documents for Bidding and Construction

Architectural Floor Plans and details
Structural Plans and details
Lighting & Electrical Plans and details
Mechanical and Plumbing Plans and details
Coordination with applicable national, state, and local codes, regulations and ordinances
Construction Specifications for each discipline

Bidding/Negotiation

Issue plans and specifications to the Construction Manager
Clarify the content of the drawings and specifications as necessary during bidding

Construction Administration

Visit site to observe conformity to the Construction Documents and answer questions
Review construction submittals for materials and products
Review Applications for Payment
Prepare final punch list for project close out

Compensation

We propose to perform the work above as follows:

Masterplan – Flat Fee of \$10,930

Architectural Services – Percentage of Construction Cost

Because the exact budget is not known at the time of this proposal, we propose the following:

Final Construction Cost \$1-2 million = 7.25% Base Fee

Final Construction Cost \$2-4 million = 6.75% Base Fee

Our fee will include: Architecture, Civil Engineering, Structural Engineering, Electrical Engineering and Mechanical/Plumbing Engineering.

Additional services we can provide:

Technology Consultant: For a building of this size and scope, typically the Owner provides IT cabling and equipment outside of the construction contract. We can provide a Technology consultant to document the systems for bidding.

Landscape Architect: We will provide basic, City Ordinance required minimum landscaping in our Base fee. We can provide full Landscaping design and plans.

Any Additional Services you request will only be performed upon prior written approval by you. Fees for Additional Services will be negotiated at the time services are requested.

Fees incurred outside of the Architectural Services fee above are represented below. These are reimbursable with no markup. All coordination with and between these services/consultants is included in our services.

- Texas Accessibility Standards Plan Review and Inspection
- Site Topographical and Utility Survey
- Geotechnical Report
- Printing Construction Documents as required
- Printing and mounting of Renderings
- Shipping and delivery services

Fees will be invoiced monthly based on the progress of our work.

We are grateful for the opportunity to propose on this project! Please do not hesitate to call should you have any questions.

Please sign below and return one copy to our office.

Offered By (Architect):

Accepted By (Client):



Trey Greer, AIA
(Signature)

02/22/2022

8.E.District Logo

Westwood ISD Agenda Item Information

Meeting Date: March 21, 2022

Subject: District Logo

Administrator Responsible: Wade Stanford

Summary: The District has gathered input on a standard logo from campus administration and campus programs. These thoughts will be shared with the Board during this time.

Administration's Recommendation: NA

Possible Motion: I move that we

Attachments:

Board Approval Required YES

X NO

8.F. TASB Risk Management
Presenter: Kyle Johnson

Westwood ISD Agenda Item Information Agenda Item Information

Meeting Date: March 21, 2022

Subject: TASB Risk Management IPA Amendment

Administrator Responsible: Mr. Johnson

Summary: We use TASB Risk Management for our Unemployment Benefits. They have updated their Interlocal Participation Agreement (IPA) and it must be approved by the district's Board of Trustees. This is a first read of the new agreement and action will be taken in April.

Administration's Recommendation: This is for information purposes only.

Board Approval Required YES **X** NO



March 1, 2022

Mr. Wade Stanford
Westwood ISD
wstanford@westwoodisd.net

Participation in TASB Risk Management Fund Coverage Programs

Dear Mr. Stanford:

Please accept this letter as formal written notice that the Interlocal Participation Agreement (IPA) between Westwood ISD and the TASB Risk Management Fund (Fund) is amended by the Fund effective May 1, 2022. The IPA is the foundational agreement by which eligible organizations join the Fund.

The amended IPA will replace your current IPA with the Fund. A copy of the new IPA is included for review and execution. It was last amended in 2012. Pursuant to Chapter 791 of the Texas Government Code, the new IPA must be authorized and approved by your Board of Trustees.

Along with the new IPA, a Frequently Asked Questions document with more information and a summary of changes is included to assist you in executing the agreement. The updates to the IPA focus on three areas: 1) clarity of purpose and meaning, 2) updates to Fund Member duties and obligations, and 3) revisions to the dispute resolution provisions.

The IPA must be approved through Board action and returned to the Fund. Your organization may take one of following approaches related to the new IPA:

- Seek authorization from your Board of Trustees and return the executed IPA to the TASB Risk Management Fund at tasbrmf@tasbrmf.org no later than May 13, 2022. A countersigned copy will be returned to you for your records.
- Take no action. The IPA will go into effect May 1, 2022, and your current coverage will continue under the terms of the new IPA. However, your next renewal proposal for Fund coverage will require a board-approved executed IPA unless you terminate coverage at that time.
- Terminate coverage in all Fund programs effective April 30, 2022, by providing written notice of termination to the Fund by April 29, 2022.

Please reach out to your TASB Risk Management Marketing Consultant for assistance with this process. We thank you for your membership in the TASB Risk Management Fund. We are very



proud of our 48-year record of proven strength, stability, and service to Texas public school districts and other educational entities and look forward to our continued partnership.

Sincerely,

A handwritten signature in black ink that reads "Dubravka H. Romano".

Dubravka H. Romano
Associate Executive Director
Risk Management Services
Texas Association of School Boards, Inc.

CC: Kyle Johnson
Heide Gaden (Heide.Gaden@tasb.org)

Attachments: Frequently Asked Questions and Explanation of Changes, Amended Interlocal Participation Agreement

TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions

What is the IPA?

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

Does the IPA require Board approval?

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

What is the effective date of the IPA?

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

Why is the IPA Changing?

The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

What are the specific changes to the IPA?

A thorough explanation of the changes is included in this document on the following page.

Can my organization make changes to the IPA?

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

What if my organization doesn't agree to the terms of the new IPA?

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

Who can I contact for additional information?

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at paul.taylor@tasb.org.

What are the steps for signing and returning the IPA?

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to tasbrmf@tasbrmf.org no later than May 13th, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

**TASB RISK MANAGEMENT FUND
INTERLOCAL PARTICIPATION AGREEMENT**

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

TERMS AND CONDITIONS

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

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

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

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

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

5. Contributions.

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

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

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

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

8. Other Duties of Fund Member.

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

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

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

11. Subrogation and Assignment of Rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For FUND MEMBER: **Westwood ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

9. **ACTION ITEMS**

9.A. Board to consider approval of consent agenda

Presenter: Wade Stanford

9.A.1. Minutes of Regular Board Meeting-February 14, 2022, Special Board
Trainings-February 19, 2022 and March 12, 2022

Presenter: Wade Stanford

Regular Meeting

Monday, February 14, 2022 6:30 PM

Westwood Primary, 1701 West Point Tap Road, Palestine, TX 75803

Leonard Armstrong: Present
Carolyn Booker: Present
Angela Choate: Present
Jeff Cooper: Present
Bryan Jones: Present
Mike Kelly: Present
Ronnie Stanhope: Absent

Others present: Katie Atkins, Kyle Johnson, Tiffany Carwell, Brandon Carroll, Brenda Bing, Wade Stanford, Sonya Brown, Charlotte May, Scott Nettles, Shinnita Foreman, Donnie McCoy, Mandy Douglas, see list for others. Leonard Armstrong attended via Zoom.

1. CALL TO ORDER AND ESTABLISH QUORUM

Discussion: President Dr. Booker called the meeting to order at 6:30 pm

2. ROLL CALL

3. INVOCATION

Discussion: Invocation given by Mrs. Charlotte May.

4. PLEDGE OF ALLEGIANCE/TEXAS FLAG

5. ACTION ITEM

5.A. Board to consider approval of the Agenda

Action(s):

Motion to approve the agenda as presented. This motion, made by Mike Kelly and seconded by Angela Choate, Passed.

Voting Detail:

Leonard Armstrong: Yea
Carolyn Booker: Yea
Angela Choate: Yea
Jeff Cooper: Yea
Bryan Jones: Yea
Mike Kelly: Yea
Ronnie Stanhope: Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

6. Recognition of Students and Faculty

Discussion: Principals presented awards to their students and staff of the month:

High School-

Staff: Edwin Miller

Students: Preston Choate, Brandon Russell, Lille Mack, and Tylar Autery

Junior High-

Staff: Kedrick Harrison
Students: Abygail Neely and Arianna Martinez

Elementary-
Staff: Kathy Elton
Students: Santiago Ramirez, Marnikai Arredondo,
and Kiera Commander

Primary-
Staff: Ginny Gayso
Students: Sean Bowlin, Kinzley Walston, Ayden
Hamill, and Jordyn Autery

The auxiliary employee of the month presented by
Food Service Director - Brandon Carroll was
Michelle Douglas.

**7. OPEN FORUM AUDIENCE PARTICIPATION - POLICY BED
(Local)**

Discussion: None

8. Information Items:

8.A. Finance Update

Discussion: Mr. Johnson presented to the board his monthly finance update. The YTD expenditures by Function by % spent was presented. The board was updated on the current enrollment and ADA across the district. The budget timeline for the 2022-2023 school year was presented. The board was updated on the Property Value Study results and how this will affect the state funding for the district. Budget amendment 22-04 was discussed and will be on the consent agenda.

Presenter: Kyle
Johnson

8.B. Curriculum Moment

Discussion: Dr. Atkins presented to the board on High-Quality Instruction and Alignment of resources with instruction. She talked about the usage of our resources and if we have any duplicative services or services that are not being used. She talked about high levels of support for instructional staff like instructional coaches and teacher mentors. She told the board about Westwood being awarded a 5th year of the Principal Residency Program.

Presenter: Katie
Atkins

8.C. District of Innovation Plan Renewal

Discussion: Dr. Atkins presented Westwood's District of Innovation Plan Renewal. Originally adopted in 2017 and is good for 5 years, we need to go ahead and get ready to renew. The site-Based Committee voted to make no changes to the district's DOI plan. The starting day still cannot be before the 3rd Monday in August. Request to waive the 90% attendance rule, CTE teaching candidates if they have industry experience, and flexibility in teacher instructional days.

Presenter: Katie
Atkins

8.D. Academic Calendar for the 2022-2023 school year

Discussion: Dr. Atkins presented the possible 22-

Presenter: Katie
Atkins

23 Academic School Calendar to the board. The district advisory committee worked on the calendar and this is the result of their work. Very similar to last year's calendar. School would start on August 17, 2022. Plan is to use the 2100 waiver minutes for professional learning days throughout the year.

8.E. Discussion of District Logo

Presenter: Wade Stanford

Discussion: Mr. Stanford presented to the board the possibility of becoming more uniform in the usage of the Claw Paw Logo across the district. How far-reaching is this decision? Would the band have to switch away from their W logo? The board discussed the cost and timeframe of changing logos on uniforms. They also discussed the branding of Westwood with everyone using the same logo.

8.F. Anderson County Special Education Coop shared agreement

Presenter: Wade Stanford

Discussion: Mr. Stanford read the Shared Agreement for services for the Anderson County SPED Coop. The agreement has to be renewed by the board of directors. Cayuga will continue to act as the fiscal agent. To get out of the agreement for the following year you must give notice by February 1st.

9. **Board to consider approval of Consent Agenda;**

Action(s):

Motion to approve the consent agenda as presented with the exception of 9c. This motion, made by Angela Choate and seconded by Mike Kelly, Passed.

Voting Detail:

Leonard	
Armstrong:	Yea
Carolyn Booker:	Yea
Angela Choate:	Yea
Jeff Cooper:	Yea
Bryan Jones:	Yea
Mike Kelly:	Yea
Ronnie Stanhope:	Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

9.A. Minutes of Special Board Meeting, January 3, 2022, Regular Board Meeting, January 10, 2022 and Special Board Meeting February 10, 2022

9.B. Campus Fundraisers;

9.C. Joint Election agreement with the county, May 7, 2022

9.D. Budget Amendment for the 2021-2022 school year.

Presenter: Kyle Johnson

9.E. Anderson County Special Education Coop shared agreement

Presenter: Wade Stanford

10. **ACTION ITEMS**

10.A. Consider and possibly approve the

Presenter: Wade

District logo

Stanford

Action(s):

Motion to table the approval of the the District Logo. This motion, made by Mike Kelly and seconded by Jeff Cooper, Tabled.

Voting Detail:

Leonard	Yea
Armstrong:	
Carolyn Booker:	Yea
Angela Choate:	Yea
Jeff Cooper:	Yea
Bryan Jones:	Yea
Mike Kelly:	Yea
Ronnie Stanhope:	Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

10.B. Board to consider and possibly approve the District of Innovation Plan renewal

Action(s):

Motion to approve the adoption of the District of Innovation Plan renewal. This motion, made by Jeff Cooper and seconded by Angela Choate, Passed.

Voting Detail:

Leonard	Yea
Armstrong:	
Carolyn Booker:	Yea
Angela Choate:	Yea
Jeff Cooper:	Yea
Bryan Jones:	Yea
Mike Kelly:	Yea
Ronnie Stanhope:	Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

10.C. Board to consider and possibly approve the 2022-2023 District Calendar

Presenter: Katie Atkins

Action(s):

Motion to approve the 2022-2023 District Calendar as presented. This motion, made by Angela Choate and seconded by Bryan Jones, Passed.

Voting Detail:

Leonard	Yea
Armstrong:	
Carolyn Booker:	Yea
Angela Choate:	Yea
Jeff Cooper:	Yea
Bryan Jones:	Yea
Mike Kelly:	Yea
Ronnie Stanhope:	Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

11. **CLOSED SESSION**

Discussion: President Dr. Booker took the meeting into closed session at 8:22 pm

- 11.A. Consider Principals, Assistant Principals, Assistant Superintendents, Athletic Director and Special Programs Contracts
- 11.B. Possible discussion of real property

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

Action(s):

Board approved Professional Contracts as recommended by the Superintendent. Richard Bishop, Tiffany Carwell, Katie Atkins, Kyle Johnson, Mindy Place, Charlotte May, Nola Beard, Shinnitta Foreman, Sonya Brown, Amy Wilson, Scott Nettles, and Jennifer Thomason. On a motion by Carolyn Booker and a second by Angela Choate, all in favor of the board approved to offer Brendon May a 12-month contract for the 2022-2023 school year, and 2023-2024 as Technology Director for the district. Mr. May will finish out this school year with the new job position. This motion, made by Angela Choate and seconded by Bryan Jones, Passed.

Voting Detail:

Leonard	Yea
Armstrong:	
Carolyn Booker:	Yea
Angela Choate:	Yea
Jeff Cooper:	Yea
Bryan Jones:	Yea
Mike Kelly:	Yea
Ronnie Stanhope:	Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

Board approve allowing Superintendent negotiations of real property to sell as discussed. This motion, made by Jeff Cooper and seconded by Bryan Jones, Passed.

Voting Detail:

Leonard	Yea
Armstrong:	
Carolyn Booker:	Yea
Angela Choate:	Yea
Jeff Cooper:	Yea
Bryan Jones:	Yea
Mike Kelly:	Yea
Ronnie Stanhope:	Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

13. Future agenda items request and events

14. Adjournment

Discussion: Adjournment at 9:13 pm.

Board Secretary

Board Training

Saturday, February 19, 2022 8:30 AM

Comfort Inn and Suites, 301 Willow Creek Parkway, Palestine, TX 75801

Leonard Armstrong: Absent
Carolyn Booker: Present
Angela Choate: Present
Jeff Cooper: Present
Bryan Jones: Present
Mike Kelly: Present
Ronnie Stanhope: Absent

1. **CALL TO ORDER AND ESTABLISH QUORUM**

2. **ROLL CALL**

3. **INVOCATION**

Discussion: Invocation was given by Jeff Cooper

4. **PLEDGE OF ALLEGIANCE/TEXAS PLEDGE**

5. **ACTION ITEMS**

5.A. Board to consider and approve the agenda as presented

Discussion: On a motion by Mike Kelly and a second by Angela Choate the agenda was approved as presented.

6. **Board Training Workshop**

Presenter: Nikki Spears

7. **ADJOURMENT**

Discussion: The president adjourned the meeting at 11:30 am.

Board Secretary

Special Board Training

Saturday, March 12, 2022 8:30 AM

Comfort Inn and Suites, 301 Willow Creek Parkway, Palestine, TX 75801

Carolyn Booker: Present
Angela Choate: Present
Jeff Cooper: Present
Bryan Jones: Present
Mike Kelly: Present
Ronnie Stanhope: Absent

1. CALL TO ORDER AND ESTABLISH QUORUM

2. ROLL CALL

3. INVOCATION

Discussion: Given by Wade Stanford

4. PLEDGE OF ALLEGIANCE/TEXAS PLEDGE

5. ACTION ITEMS

5.A. Board to consider and approve the agenda as presented

Discussion: The agenda was approved by Mike Kelly and a second by Angela Choate.

Reflection time was taken, with the passing of Board of Trustee Leonard Armstrong.

6. Board Training Workshop

Presenter: Nikki Spears

7. ADJOURMENT

Discussion: Adjourned at 11:26 am.

Board Secretary

9.A.2. Campus Fundraisers

**WESTWOOD INDEPENDENT SCHOOL DISTRICT
FUNDRAISING/SALES ACTIVITY APPLICATION**

Date: 2/28/22
 Campus: Elementary
 Group/Organization: Elementary
 Sponsor: K. Warren
 Type*: Candy Fundraiser or Sale
 Start date: 04-01-22
 End date: 05-06-22
 Describe the purpose of this sale (i.e. how does this activity benefit the school?): Raise funds for end of year student celebration.
 Describe the product or activity: Candy sale
 Vendor: Integrity Promotions
 Sale/activity location: _____

Is the item being sold considered taxable?*	<input checked="" type="radio"/> YES	<input type="radio"/> NO	Estimate the following:
Does your group/club qualify for 2 tax-free sales days?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If the item is considered taxable, will this sale count as one of the two tax-free sales days?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If you qualify for two tax-free sales days, is this your 1st or 2nd tax-free sale to date?	<input checked="" type="radio"/> 1st	<input type="radio"/> 2nd	
*See 'Taxable vs. Non Taxable' worksheet			Approximate cost per item/activity: <u>\$1.00 per bar</u>
			Estimated profit: <u>.50¢ per bar</u>

I certify that I will exercise strict control over all products in my possession and will remit all collections on a timely basis. I recognize that any losses due to my failure to follow established rules and procedures may become my personal responsibility.

Submitted by (Sponsor): Kayla Warren
 Approved by (Principal/Director): Shimetha Fer

Approved by (Superintendent): _____

FUNDRAISING RECAP

Due to Business Office within 4 weeks of ending sale/activity date.

Total deposits:	<input type="text"/>	Quantity of inventory received:	<input type="text"/>
Less: Total cost of sale/activity (invoices)	<input type="text"/>	Less: Inventory sold	<input type="text"/>
Net profit:	<input type="text"/>	Less: Inventory giveaway*	<input type="text"/>
		Inventory remaining*	<input type="text"/>

Sponsor _____ Date _____
 Principal _____ Date _____
 Assistant Business Manager _____ Date _____

* Explanation for giveaway items and/or plan for remaining inventory must be attached

9.A.3. Budget Amendment
Presenter: Kyle Johnson

Westwood ISD Agenda Item Information Agenda Item Information

Meeting Date: March 21, 2022

Subject: 2021-2022 Budget Amendment 22-05

Administrator Responsible: Mr. Johnson

Summary: Amending the 21-22 budget to include the proceeds from the 2022 Bond Program.

Administration's Recommendation: The board approve the budget amendment 22-05 as presented. This has historically been a consent agenda item.

Board Approval Required

YES

NO

9.A.4. The board to cancel the school board election scheduled for May 7, 2022, in accordance with Section 2;053 (a) of the Texas Election Code.

ORDER OF CANCELLATION

The Westwood ISD Board of Trustees hereby cancels the election scheduled to be held on May 7, 2022 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

Carolyn Booker – District 7

Samantha Nivens Estes – District 3

La Junta Directiva del Distrito Escolar de Westwood por lo presente cancela la elección que, de lo contrario, se hubiera celebrado el 7 de mayo del 2022 de acuerdo con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por lo presente quedan elegidos como se indica a continuación:

(Candidato)

Carolyn Booker – District 7

Samantha Nivens Estes – District 3

A copy of this order will be posted on Election Day at each polling place that would have been used in the election. *El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.*

President (Presidente)

Secretary (Secretario)

(seal) (Sello)

Date of adoption (*Fecha de adopción*)

CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER POLITICAL SUBDIVISIONS
CERTIFICACIÓN DE CANDIDATOS SIN OPOSICIÓN PARA OTRAS SUBDIVISIONES POLÍTICAS

TO: Presiding Officer of Governing Body

PARA: Presidente de la entidad gobernante

As the authority responsible for having the official voting ballot prepared, I hereby certify that the following

candidates are unopposed for election to office for the election scheduled to be held on

May 7, 2022.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos sin oposición para la elección de un cargo en la elección programada para el 7 DE MAYO DEL 2022.

List of offices and names of candidates:

Lista de cargos y nombres de los candidatos:

Offices *Cargos*

School Board of Trustees

Junta Directiva del Distrito Escolar

Candidates *Candidatos*

Carolyn Booker

Samantha Nivens Estes

Signature (*Firma*)

Printed name (*Nombre en letra de molde*)

Title (*Puesto*)

Date of signing (*Fecha de firma*)

Seal (*sello*)

9.B. Possible approval of Fitzpatrick Architects proposal for Campus Master Plan and Architectural Services for Administration and Transportation/Maintenance Facility
Presenter: Wade Stanford

Westwood ISD Agenda Item Information

Meeting Date: March 21, 2022

Subject: Discussion of Fitzpatrick Architects proposal for Campus Master Plan and Architectural Services for Administration and Transportation/Maintenance Facility

Administrator Responsible: Wade Stanford

Summary: The attached proposal outlines the scope of work and associated fees for the development of a campus master plan and architectural services for an administration and Transportation/Maintenance Facility

Administration's Recommendation: The administration recommends that the Fitzpatrick Architects proposal be accepted as presented.

Possible Motion: I move that we accept the Fitzpatrick Architects proposal for a Campus Master Plan and Architectural Services for Administration and Transportation/Maintenance Facility as presented.

Attachments:

Board Approval Required

XYES

NO



5201 S. Broadway, Suite 200
Tyler, Texas 75703
903-592-0728
903-595-0369 fax

Architectural Fee Proposal

February 22, 2022

**New Administration Building and Transportation/Maintenance Facility, Westwood ISD
Wade Stanford, Superintendent**

Thank you for the opportunity to offer our services for another project at Westwood ISD. It is our understanding from our meeting that the District needs a centralized Administration building to house the administrative staff and department heads. This building will also include a multipurpose meeting room that can be used for training, community meetings and board meetings. The new Administration building will be located along the north side of Hwy 79 and become an entry point to campus. The project will also provide a new Transportation building to replace the current, undersized facility and combine the maintenance shop and grounds-keeping equipment into one location.

This proposal also includes a Campus Master Plan to study the location of the Administration and Transportation/Maintenance buildings, future expansions for High School CTE and Fine Arts, and relocation of tennis and softball fields.

Listed below are the parts that will encompass our work.

Campus Master Plan

- Study campus for future growth, particularly at the High School
- Review options with Administration
- Revise and finalize Master Plan based on input from Administration
- Prepare Masterplan presentation and display materials
- Present to Board for approval

Architectural Services for Administration and Transportation/Maintenance Building

Schematic Design

- Prepare a program of spaces
- Design Floor Plan and Site Plan based on program of spaces
- Prepare schematic exterior design
- Review with schematic plans with Owner and finalize design concept for Board approval
- Prepare 3D view of exterior for display and Board approval

Design Development

- Continue development of design
- Begin interior development and material selections
- Engage Consulting Engineers for Structural, Mechanical, & Electrical Engineering and begin system design

Coordinate architectural design drawings with engineers
Coordinate the design with national, state, and local codes, regulations and ordinances

Construction Documents for Bidding and Construction

Architectural Floor Plans and details
Structural Plans and details
Lighting & Electrical Plans and details
Mechanical and Plumbing Plans and details
Coordination with applicable national, state, and local codes, regulations and ordinances
Construction Specifications for each discipline

Bidding/Negotiation

Issue plans and specifications to the Construction Manager
Clarify the content of the drawings and specifications as necessary during bidding

Construction Administration

Visit site to observe conformity to the Construction Documents and answer questions
Review construction submittals for materials and products
Review Applications for Payment
Prepare final punch list for project close out

Compensation

We propose to perform the work above as follows:

Masterplan – Flat Fee of \$10,930

Architectural Services – Percentage of Construction Cost

Because the exact budget is not known at the time of this proposal, we propose the following:

Final Construction Cost \$1-2 million = 7.25% Base Fee

Final Construction Cost \$2-4 million = 6.75% Base Fee

Our fee will include: Architecture, Civil Engineering, Structural Engineering, Electrical Engineering and Mechanical/Plumbing Engineering.

Additional services we can provide:

Technology Consultant: For a building of this size and scope, typically the Owner provides IT cabling and equipment outside of the construction contract. We can provide a Technology consultant to document the systems for bidding.

Landscape Architect: We will provide basic, City Ordinance required minimum landscaping in our Base fee. We can provide full Landscaping design and plans.

Any Additional Services you request will only be performed upon prior written approval by you. Fees for Additional Services will be negotiated at the time services are requested.

Fees incurred outside of the Architectural Services fee above are represented below. These are reimbursable with no markup. All coordination with and between these services/consultants is included in our services.

- Texas Accessibility Standards Plan Review and Inspection
- Site Topographical and Utility Survey
- Geotechnical Report
- Printing Construction Documents as required
- Printing and mounting of Renderings
- Shipping and delivery services

Fees will be invoiced monthly based on the progress of our work.

We are grateful for the opportunity to propose on this project! Please do not hesitate to call should you have any questions.

Please sign below and return one copy to our office.

Offered By (Architect):

Accepted By (Client):



Trey Greer, AIA
(Signature)

02/22/2022

10. **CLOSED SESSION**

10.A. Acknowledge teacher contracts for the 2022-2023 school year

Presenter: Wade Stanford

10.B. Discussion of Real Property

11. **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:

For the Board of Trustees