

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 April 18, 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**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/TEXAS PLEDGE**
5. **Action Items**
Presenter: Board
5.A. Board to consider approval of the agenda as presented
6. **Recognition of Students and Faculty**
Presenter: Principals

Westwood ISD
Teacher of the month
April 2022
Board Meeting – April 18. 2022

Primary - Jennifer Wright

Elementary – Kelsee Webb

Junior High – Shannon Hansel

High School – Yanneth Harris

Auxiliary – Hilda Chavarria



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:	Sam Cheatham	Grade:	Pre K
Nominated By:	Mrs. Gayso		

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

Sam's love for learning and school is evident from the moment he enters the building. He is always eager to learn, works well with others, and enjoys any challenge.

Sam truly strives to make each day a great day! He is respectful, responsible, and trustworthy. We are blessed to have him in our classroom!



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Student's name:	Donnie Wardell	Grade:	Kindergarten
Nominated By:	Mrs. Wright		

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

Donnie is an excellent example of a Proud Panther! He is always on time or early to school. He does not like to miss school. He is an example to all the other students when it comes to following directions and explanations. He works hard in class and is a friend to all. He strives to make the best choices and helps make everyone have a great day. We love having Donnie in our class and as a Westwood Panther.



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Student's name:	Amen Morris	Grade:	1
Nominated By:	Mrs. Royle		

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

Amen is a terrific student. He always makes good choices and is helpful to others. He has great manners and shows respect to adults and students alike. We are so proud to call Amen our Student of the Month. We are so proud of you!



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Student's name:	Ja'Mariya Tolliver	Grade:	2
Nominated By:	Vicki Weatherford		

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

Excellent Leadership Skills

Excellent Social Skills: (Kindness, Generosity, Caring for Others, Caring for Self) Ja'Mariya is a bright shining star. She excels in all academics. She is poised, kind, courteous and caring. She inspires others to achieve.



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:	Cammi Carriere		3rd
Nominated By:	Mrs. Huffman		

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

The SOM for April will be Cammi Carriere. Cammi has been working hard all year to help improve not only her grades, but her self esteem as well. Cammi has come a long way and continues to learn and grow everyday.

Mrs. Huffman



Westwood Elementary

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Student:	Jennifer Sanchez	Grade:	4th
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Nominated By:	Mrs. Elton
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What **PROUD** characteristics has this **Panther** exhibited?

My pick for student of the month is Jennifer Sanchez. When school first started, she was very shy and quiet. She was nervous to talk in class. She has come such a long way. Jennifer is very helpful to her fellow students. She even finds ways to help them in nonverbal ways. She will act out hints to help people. I love watching the ways she creates to help others out, but she is not too shy anymore to speak her thoughts too. She is always such a positive kiddo. It is such a pleasure to have Jennifer as a part of our school family!



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Student:	Kalysta Johnson	Grade:	5th
Nominated By:	Mrs. Sumrow, Mrs. McDonald and Mrs. Englehart		

What PROUD characteristics has this Panther exhibited?

Mrs Sumrow, Mrs McDonald, and I would like to select Kalysta Johnson as 5th grade student of the month. Kalysta puts in great effort at everything she does and shows high-quality work. If she misses class for any reason, she is proactive and comes to us to ask what she missed. She eagerly participates in class discussion and group activities. Kalysta is also polite, thoughtful, super sweet, and will quickly lend a hand to anyone who needs help.

Mrs Englehart



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Student:	Braden Foreman	Grade:	6th
Nominated By:	Mrs. Lambert		

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

The 6th grade teachers decided that Braden Foreman is our student of the month. He has made huge improvements since the beginning of the school year. He had not gotten into any trouble. He stays focused during instruction. He participates in all of his classes. We are all happy about the progress he has made in academics as well.



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: Yazmin Zamarippa

Grade: 7

Nominated by: Amy Wilson

What Panther **PROUD** characteristics has this student exhibited: Yazmin returned to WISD this year after being out of the country for 3rd-6th grades. She has faced many obstacles this year, but tackled them with a level of grace and determination that had been amazing to watch. Yazmin we are so blessed to have you back at Westwood and the sky is the limit for your future. Keep pushing forward and accomplishing your goals because you are destined for greatness.



**Westwood Junior High
Student of the Month Nomination Form**

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I nominate: Dereon Titus

Grade: 8

Nominated by: Kay Drees

What Panther **PROUD** characteristics has this student exhibited: *Dereon Titus is a very respectful student and is always willing to help when needed. Dereon shows Pride in everything he does. I am so proud of Dereon and I am glad he is a Westwood Panther here at Westwood Jr High.*



**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.

Shannon Hansel has been selected as the outstanding Westwood Junior High Teacher of the Month for April, 2022.

Ms. Hansel makes learning fun for her students and she always has an interactive classroom environment. Students are encouraged to stretch their learning in new ways every day. If you ask students what they like about Ms. Hansel's class they will tell you "it's not boring and Ms. Hansel really cares about you learning".

Shannon Hansel is a teacher of all students. She sets expectations for every child she teaches and these students meet these challenges. Shannon is the type of teacher students remember for a lifetime. We are extremely proud to recognize Shannon Hansel as the Proud Panther 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

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Jennifer Thomason
Assistant Principal
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Richard Bishop
Athletic Director
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Jeffery Tauber
Counselor
(903)729-1773

Kelly Green
CTE Director
(903)729-1773

Shayla Skief
Band Director
(903)723-9309

Kay Denison
Administrative
Assistant
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WHS SOTM Nomination Form

STUDENT OF THE MONTH QUALIFICATIONS

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- Determined: Strives to make each day a great day

I nominate Kaylee Castillo, grade 9

He/She has proven to be an excellent, PROUD candidate exhibiting determination and respect. She does not mind a challenge, always working hard even when she struggles. She has a positive attitude that brightens the classroom. Her peers know that they can ask her for help and she will happily lend a hand.

Nominated by: Kelby Hendrickson



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- Determined: Strives to make each day a great day

I nominate Brandi Douglas, grade 10

He/She has proven to be an excellent, PROUD candidate exhibiting determination and preparedness. She strives to work hard each day and is willing to take on challenges. She brings a great attitude with her and is willing to help others when they are in need. She participates in class, working towards understanding always.

Nominated by: Kelby Hendrickson



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I nominate Alyssa Davis, grade 11

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

Alyssa is always polite and respectful to me and her classmates. She is quick with her work and on top of her game. I appreciate that Alyssa is friendly and kind!

Nominated by: Julie May



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I nominate Steven Diaz, grade 12

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

Steven always comes to class with a smile.
He works hard, is helpful and respectful. He goes out of his way to help me and be a leader in class.

Nominated by: Julie May



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- Determined: Strives to make each day a great day

I nominate Steven Diaz, grade 12th

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

Great leadership, eagerness to excel + dedicated to excellence.
Steven always has a great attitude and a smile on his face. Definitely an "All Star" student

Nominated by: Stevie Fields, LVN

7. **OPEN FORUM AUDIENCE PARTICIPATION - POLICY BED (Local)**
8. **INFORMATION ITEMS**
 - 8.A. **Support Services Update**
Presenter: Phil Nedbalek/Josh Shultz

Westwood ISD Facility Services (2021-2022)

20





@WESTWOODISD
#WWWay
#WWEnergyBus

Summer 2021

- Installed new flooring in Junior High office and library
- Removed carpet in Elementary Training room
- Remodeled coaches office in High School Gym
- Touched-up paint inside campuses
- Replaced faulty lamps
- Cleaned all rooms
- Waxed all floors
- Refinished all gym floors
- Mulched playground equipment areas
- More comprehensive list of summer work requests completed will be made available upon request

22



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Summer 2021



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#WWEnergyBus

Summer 2021



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#WWEnergyBus

Summer 2021



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Custodial

- Excellent safety record- no injury reports for the year
- Developed custodial schedules within a week of start of the school year
- Custodial schedules continue to evolve to improve cleaning practices and school hygiene
- Cleaning and disinfecting products are still changing to safer products that work faster
- We have managed to stay fully stocked with custodial supplies despite shortages in the industry
- Continue to complete weekly inspection of each custodial area and discuss custodial performance with administrators

26



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Maintenance

- Excellent safety record- no injury reports for the year
- Productivity- Closed between 800-1000 written maintenance requests
- Completed approximately 95% of summer work requests
- They managed to complete all written work requests a few times this year

27



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#WWEnergyBus

Grounds

- Excellent safety record- no injury reports for the year
- Did an excellent job of keeping up with the grounds last summer
- Have 99% of the fences cleared of brush and vines
- Spent a week grinding stumps
- Have done an excellent job of maintaining mowers

28



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Moving Forward

- Looking forward to the New Junior High Construction
- We were briefed on the construction and we were able to provide input
- We are ordering summer supplies and will be ready to prep our facilities for the 2022-2023 school year
- 100% confident in our teams ability to prepare and maintain our facilities during the construction process

29



@WESTWOODISD
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A few of our most recent projects



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Thank You!

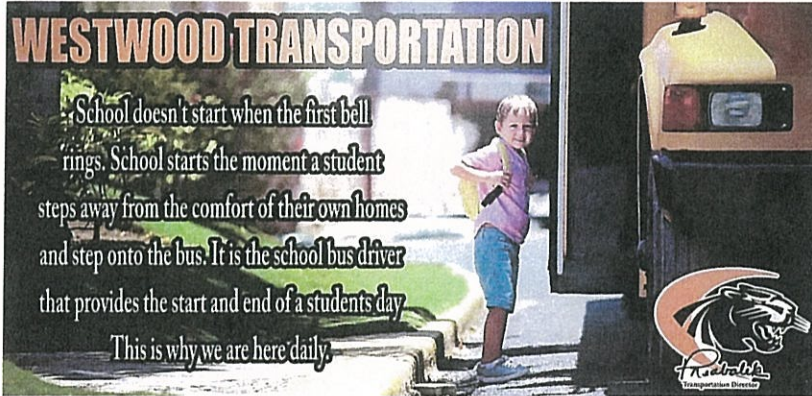


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Kyle

Board Meeting
Packet 11/18/22

Transportation Home



Transportation News

4/4/22

As we head into our last stretch of school days for the 2021-2022 school year let's not be complacent and let our guard down on Bus Safety.. Students are our main priority. What a challenging last two years in the transportation department. We have learned and improved as we have done more with less personnel daily. Each day has been a challenge. The transportation staff has done an excellent job for the year. Our department has had some building improvements as we have completed additional lighting both inside and outside of the building. Insulation has been upgraded as well as painting inside of the shop area. Also, the mechanics office has been torn out and replaced. I appreciate the support from the Administration for support in improving these areas. We are currently waiting for the arrival of two new 77 passenger buses for the district. Our monthly safety has been completed for the year. This summer we will do the preventive maintenance and cleaning of all buses. We will also provide summer school transportation for the district. We will be preparing for the 2022-2023 school year. Our department will continue to be one of the best in the area as we raise the level of

Transportation Home

Transportation Staff

Safety Handbook

Bus Discipline Procedures

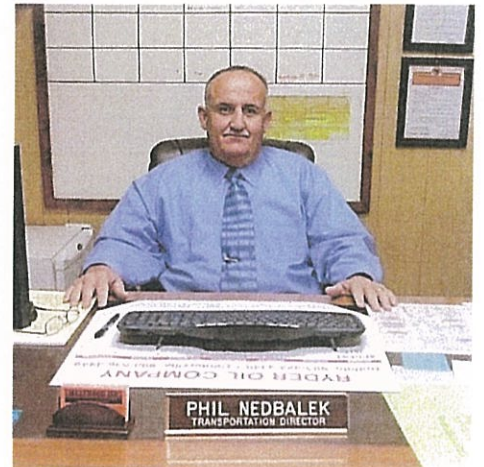
Bus Routes

Campus to Campus Schedule

Inclement Weather Notice

Transportation Request Form

Staff



Phil Nedbalek
Transportation Director

bus monitor applications. Go to the district web site and fill out the application and then contact us that you have completed the application. In closing, I appreciate all campus administration and staff for helping us have a safe year. As construction begins this summer changes will occur daily but we are looking forward to Campus improvements. In closing I will quote one of the Westwood ISD VISION statements that states " Be the Best".

Thank you,

Phil Nedbalek, Director - CTPTMO

Director of Transportation

903-723-0425

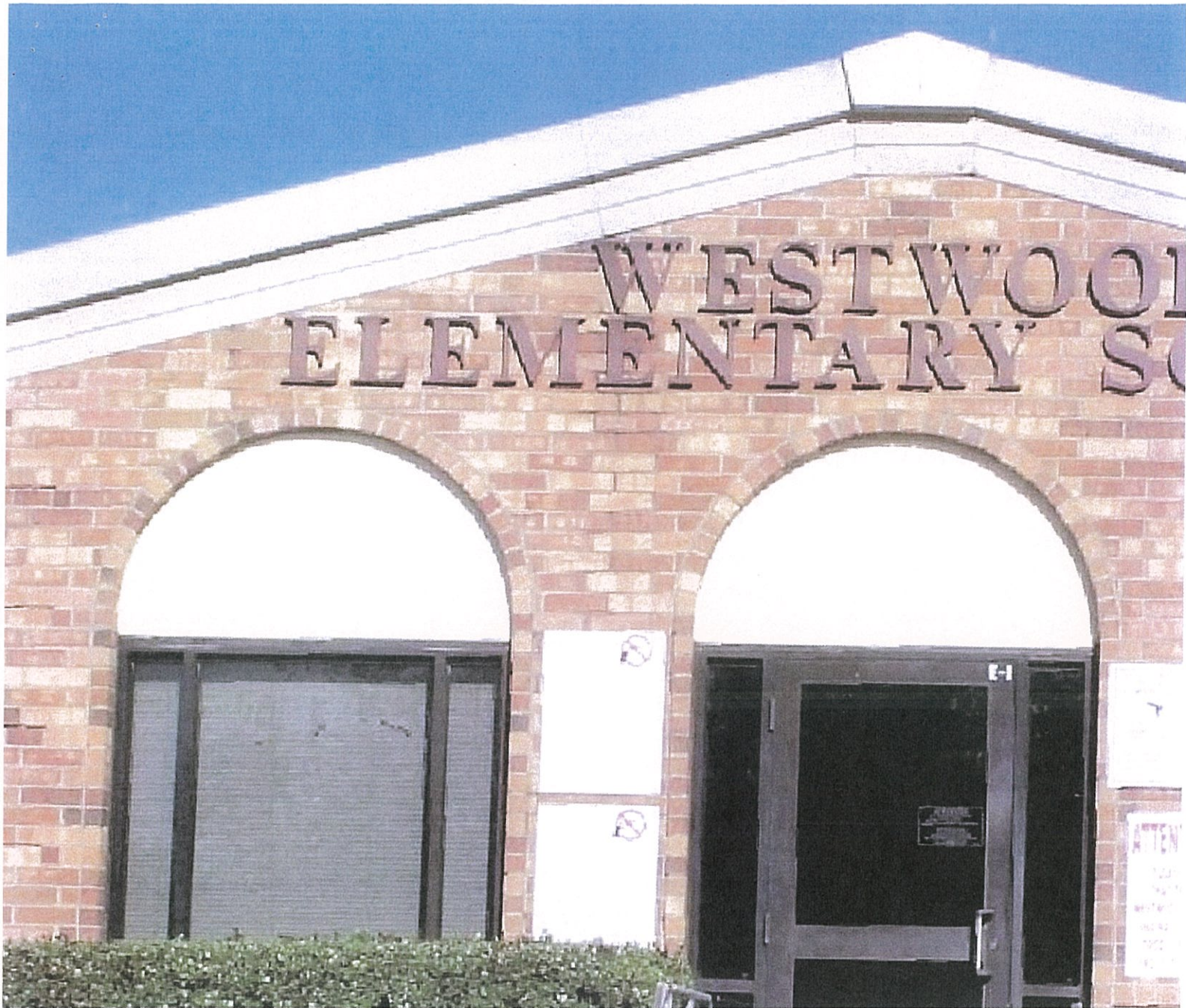
pdnedbalek@westwoodisd.net

Westwood ISD



Powered by **edlio**

BUS #	Year/Model	2021-2022 Bus Inventory VIN #	1/25/2022 Type Bus	License	Camera
Route Buses					
R 1	2012 Int.	4DRBUSKN2CB397541	77 psng.	1132978	Yes
R 2	2017 Blue Bird	1BAKGCPA4HF335074	77 psng.	1272878	Yes
R 4	2017 Blue Bird	1BAKGCPA4HF335073	77 psng.	1272879	Yes
R 6	2018 Blue Bird	1BAKGCPAXJF337997	72 psng.	1272936	Yes
R 7	2014 Int.	4DRBUAAN1EB015191	77 psng.	1159876	Yes
R 8	2011 Int.	4DRBUAAN8BB319484	77 psng.	1159882	Yes
R 9	2018 Blue Bird	1BAKGCPA1JF337998	72 psng.	1272937	Yes
R 10	2012 Int.	4DRBUSKN8CB397561	77 psng.	1133014	Yes
R 11	2020 Blue Bird	1BAKGCSA3LF367417	72 psng.	1388532	Yes
R 12	2020 Blue Bird	1BAKGCSA2LF358028	72 psng.	1272998	Yes
R 13	2015 Int.	4DRBUAAN7FB015312	77 psng.	1159907	Yes
R 17	2015 Blue Bird	1BAKGCPA6FF313395	77 psng.	1159910	Yes
R 30	2016 Blue Bird	1BAKGCPA6GF317335	72 psng.	1272710	Yes
R 32	2016 Blue Bird	1BAKGCPA8GF317336	72 psng.	1272709	Yes
R 21 Life Skills	2016 Chevy	1GB6GUBG3G1173978	24 P w/lift	1272922	Yes
R 22 Life Skills	2020 Chevy	1HA6GUBG7LN013080	24 P w/lift	1453877	Yes
16 Total					
Spares					
SB6	2005 Tho. Built	4UZABRDC47CW15064	72 psng.	1272793	Yes
SB 7	2005 Tho. Built	4UZAAXDC55CU38495	72 psng.	1272767	No
SB 8	2005 Blue Bird	1BAKGCKA85F222019	72 psng.	1272992	Yes
SB 9	2005 Blue Bird	1BAKGCKA65F222018	72 psng.	1272794	No
TB Red	2022 Blue Bird	1BAKGCSA7NF380383	77 psng.	1453876	Yes
TB 7	2020 Blue Bird	1BAKGCSA1LF367416	72 psng.	1388531	Yes
37	2016 Chevy/Gas	1GB3GSBG2G1306091	16 psng.	1388480	No
22 Total Buses	as of 1/25/22				
1 Activity Bus					
23 Total					



Bus Routes

Route 1 - Butterfly - Rural Route

Driver: David Moore
 Monitor: Wonda Campbell

Hickory Ridge (PR 6420) - ACR 428 - BASSET RD (800 and down) - ACR 427 - ACR 4271 ACR 4274 - PRIVATE RD 8427 - ACR 420 (WOLF CREEK) - ACR 4283 - ACR 4284
 ACR 4285 - ACR 4286 - PRIVATE RD 6421 - ACR 421 (ONLY WESTWOOD DISTRICT) ACR 424 - PRIVATE RD 8421 (OFF UPPER FM 3224)



Route 2 - Panda - City

Driver: Cody Allen
 Monitor: Marina Powell

HWY 79 S (4508-1900) - SHERIDAN - ROMALLEN - 1st ST - 2nd ST - 4th ST
 5th ST - 6th ST - 7th ST - 8th ST - AVE A - AVE B - AVE C
 LIPSEY AVE - WESTWOOD RD (100 & 200 Blocks) - FERGUSON (100-200 Blocks) - LELIA
 1111 Bassett Rd.



[Transportation Home](#)

[Transportation Staff](#)

[Safety Handbook](#)

[Bus Routes](#)

[Campus to Campus Schedule](#)

[Inclement Weather Notice](#)

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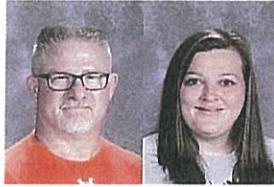
Driver: Karl Brown
Monitor: Bryan Neal



FM 1990 - ACR 2144 - ACR 2142 - ACR 2140 ACR 2101
(WESTWOOD DISTRICT) CR 2117 - Hwy. 294 FROM 2101 TO
1990 - PR 6294 ACR 2128 ACR 2129 - ACR 2133 ACR 2141
(RED ROCK RANCH) - PRIVATE RD 6991 ACR 2143 - PRIVATE
RD 6142 - PRIVATE RD 6138 - PRIVATE RD 6139 - PRIVATE RD 6909 - PRIVATE RD 6900
ACR 2139 - PRIVATE RD 6912 - PRIVATE RD 6990 - ACR 2138 - ACR 2137 - PRIVATE RD 6933 - ACR
2136
ACR 2135 - ACR 2151 - ACR 2129 - PRIVATE RD 6129 - PRIVATE RD 6031 - PRIVATE RD
6030 PRIVATE RD 6029 PRIVATE RD 6991

Route 6: Giraffe - Rural

Driver: Rodney May
Monitor: Crystal Feagins



HWY 79 S (4524 W.OAK - 9940 HWY 79) - ACR 2205 - PRIVATE RD
6005
PR 6205 - ACR 2907 - PRIVATE RD 6907 - ACR 2910 - ACR 2909 -
ACR 2908 HWY 645 N - ACR 2208 - ACR 2209 - ACR 2207 - ACR
2933 - ACR 2915 - ACR 2912 - ACR 2913 - ACR 2914 - ACR 2916 - ACR 2911 - ACR 2206 -
CRAWFORD
ACR 2203 - ACR 2204 (PICKENS)

Route 7: Dolphin - City

Driver: Melvin Coleman
Monitor: Rita Dawson



1st RUN - Morning : (JH & HS) / SECOND RUN PRIMARY &
ELEMENTARY
MLK (2020 -1820) - 2020 MLK (BEREAN ACADEMY) -
MANOR RD - UPPER LAKE RD - PRIVATE RD 6419 SHADY
OAKS - OAKLAWN
COURT DRIVE (1525 & DOWN TO LOOP) - DEE AN- ACR 426 - PRIVATE RD 6426 (SPRING CREEK
TRAILER PARK) - SALT WORKS (1209 & DOWN)

Route 8: Camel - City

Driver: Nikki Claybon
Monitor: Renita Watson



EDNA - BROOKVIEW - BLACKJACK - SANDFLAT - CATALPA-
MIMOSA - OAKHILLS - WEST POINT TAP (1702- 1900) -
TANGLEWOOD - SPRUCE - JUNIPER - LINDEN LAUREL -
CEDARVALE ST - LORRAINE CIRCLE - EVERGREEN CLOVER
SHAMROCK - SEQUOIA - LARKSPUR - LILAC LANE - PALM
W. POINT TAP (1702-1900)- SPRING DALE AND BERMUDA

Route 9: Cat - Rural

Driver: Krisit Arthur
Monitor: Howard Ellis



HWY 79 S (10591 - 13163) - ACR 2123 - ACR 2124 - ACR
2122
FM 294 (1990 - HWY 79) - ACR 2133 (1931 & DOWN) - ACR 2134 - ACR 2147
ACR 2919 - ACR 2920 - ACR 2921 - ACR 2119 - ACR 2121 - ACR 2120 - ACR 2125 ACR 2126 - ACR 2127
(13163-10591) ACR 2118 - ACR 2117 - PRIVATE RD 6031 - PRIVATE RD 2131 - ACR 2130
ACR 2146 - ACR 2145

Route 10: Dog - City

Driver: Open
Monitor: Robin Hollis



WESTVIEW - BUTTERMILK - COURT DR. (2210-1435) - BRISTOL - MIDDLETON BELFAST -
YORSHIRE (113 & Up) - FERGUSON - OXFORD
WESTWOOD RD (300 & Up) - THOMAS - CRAIG - CHANCELLOR - DEVONSHIRE SALTWORKS (1300-
2305) LEILA - SELLKIRK - CHELSEA

Driver: Mike Ellerbe
Monitor: Lex Anne Royle



FM 645 N. (15343 & UP) - CR 2901 - FM 3452 (POWLEDGE) - FM 3228 (BETO) - COTTONWOOD - LAZY LANE - SWEETWOOD - PRIVATE RD 6453 - PRIVATE RD 6451 - PRIVATE RD 6452 - BACK GATE RD - ACR 2212 - ACR 2215 - ACR 2213 - ACR 2214 - POST OAK

Route 12: Horse - Rural

Driver: Julie May
Monitor: Kathy Hargrave



ACR 2202 (SALTWORKS 2305 - FM 645) - ACR 2210 - FM 320 E. (7373 - 2075) - ACR 2214 ACR 2213 - FM 320 W. - ACR 2234 - PRIVATE RD 6203 - ACR 4282 - PRIVATE RD 6002 - ACR 4287 - PRIVATE RD 6224 - PRIVATE RD 6222 - PRIVATE RD 6223 - FM 645 (11608 - 10349) - ACR 2211 - PRIVATE RD 6424 - PRIVATE RD 6425

Route 13: Donkey

Driver: Sandy Brown
Monitor: Angella Fredrickson



ACR 422 - HWY 287 - BALLOON BASE ROAD (FM 3224) - ACR 429 PRIVATE RD 6422 - PRIVATE RD 6022 - PRIVATE RD 8422 - ACR 2212 FM 320 (2076-3470) ACR 2232- OAKCREST- ACR 2233 HIGH CREEK- PR 6235 HILLVIEW PR 6233 DAWN- PR 6234 PINE CREEK- ACR 4221- PR 6320

Route 17: City

Driver: Angela Thompson
Monitor: Shametris Owens



HILLTOP MOBILE HOME PARK - TILE FACTORY RD MOBILE HOME PARK - CANDY CANE DAYCARE - JACK & JILL DAYCARE - BASSETT RD (1700 - HWY 79) TILE FACTORY RD - HWY 79 S- BROOKHOLLOW- GLENHAVEN - WOODRIDGE- PINE RIDGE- WINDRIDGE- OAKRIDGE- QUAIL RIDGE- DOVE RIDGE- SURREY CIRCLE - 2131 W. POINT TAP W. POINT TAP (1901 AND UP)

Route 30: Elephant - Rural

Driver: Paula Claybon
Monitor: Judy Adams



ACR 425 - ACR 4253 - ACR 4255 - ACR 4256 - ACR 4257 - ACR 4258 ACR 4254 (CREEKWOOD) ACR 4250 (Meadow Bend) - ACR 4252 - ACR 4259 - ACR 4251 FM 320 (3471- 7372)-

Route 21: Special Needs (City)

Driver: Teresa Moyer
Monitor: Tina Manning



SPECIAL NEEDS

Route 32: Bird - City

Driver: Kelli Miller
Monitor: Edwin Miller



W. POINT TAP (1700 -300) - CEDAR HEIGHTS - LERAM - CHESTNUT PARKCREST - CLEARVIEW - RIDGEWOOD WOODBINE - CRESTWOODLONE OAK - CEDARCREST - WOODSIDE - HOLMES - BLANTON - BURK - BASSETT RD (800-1699) - LAKE RD - CEDARVIEW - PALMETTO - BELLVIEW

Route 22: Special Needs (Rural)

Driver: Trixy Betsill
Monitor: Lenora Luce



SPECIAL NEEDS

Driver:
Monitor: Shurekia Brooks



Enter Title



**Westwood ISD Transportation
2022-2023
SCHOOL BUS RIDER'S
SAFETY HANDBOOK**



Published as a public service by
Westwood ISD
(903) 723-0425

Una copia de las reglas del autobus esta
Disponible en espanol a la oficina de la escuela secundaria.

Dear Parent or Guardian,

The Westwood Independent School District provides bus transportation to and from school as a courtesy service for students residing in the district. The State of Texas prescribes the conditions governing school bus operations and funds the service by allotting the district a given amount for students transported.

The school district is pleased to provide transportation for its students and solicits your assistance in helping create a safe, healthy operation. You may do so by reading the enclosed material and acknowledge receipt by completing and returning the enclosed School Bus Rider's Card to the bus driver. We ask your cooperation with school personnel in developing proper behavior patterns for those pupils who ride the bus. Every student riding a Westwood ISD Bus will have a filled out bus card 2 weeks after school.

If you should need information concerning bus routes, please call (903) 723-0425.

If you have questions or concerns, please call the Transportation Department at 903-723-0425.

In closing, it is my privilege to serve the students of Westwood ISD and will continue "Doing what is best for Students".

Thank you,

Phil Nedbalek
Transportation Director
Westwood ISD
903-723-0425

GENERAL RULES

1. Obey the instructions of the bus driver and monitor. At no time will a student act toward, or address comments to the bus driver in a disrespectful manner, or refuse to cooperate with the driver.
2. Seating assignments can be arranged by the bus driver and each student will be expected to remain in his/her assigned seat for the duration of the trip.
3. Board and leave the bus at designated stops only.
4. Only students who are eligible to ride may be transported, unless pre-approved by campus Principal or Transportation Director.
5. It is the responsibility of the parents to provide transportation to school if a child misses the bus.

PROCEDURES FOR WAITING FOR THE BUS

1. Be outside at your bus stop five minutes before scheduled pick-up time.
2. Stand on the side walk or back from the roadway while waiting for the bus.
3. When the bus approaches, form a line and be prepared to load immediately.
4. Stand clear of the bus until it comes to a complete stop.

LOADING THE BUS

1. Do not push or shove.
2. Use the hand rail and steps.
3. Carry large bags and objects in front of you. Go to your seat and be seated. The bus will not move until all students are seated.

CONDUCT ON THE BUS

1. Remain seated while the bus is moving. Each student will be expected to remain seated for the duration of the trip and remain seated until the bus door opens.
2. A student shall not refuse to sit in an assigned seat or deny another a place to sit.
3. Normal conversation is permitted. Loud noises may distract the driver and create an unsafe condition.
4. Food and drinks are NOT allowed on the bus. Water in a bottle is the only drink allowed.
5. Scuffling, fighting, and the use of obscene, vulgar or profane language and gestures are zero tolerance.
6. Do not throw objects inside or out of the bus. Keep all pens and pencils put away at all times.
7. Do not mark, cut, or scratch any part of the bus. Any persons responsible for any vandalism, will pay vandalism costs.
8. The emergency door and exit controls should be used by pupils only during supervised drills or actual emergencies.
9. Students will never attempt to sit in the driver's seat or operate the passenger door or other driver controls except in case of extreme emergency.
10. Students shall face forward for the duration of the trip, and shall keep their feet on the floor in front of them and out of the bus aisle. Keep all body parts inside the bus and to themselves.

GETTING OFF THE BUS

1. Stay seated until the bus is completely stopped.
2. Use the handrail and take one step at a time when leaving the bus.
3. Wait for your turn to leave the bus; pushing and crowding will only slow exiting and may cause

an accident

4. Stay clear of the bus when unloading. Do not chase or hang on the bus at any time.
5. If any article drops or rolls near or under the bus, do not go after it. Go to the door of the bus and ask the driver for help.

CROSSING THE STREET OR HIGHWAY

1. All students living on the left side of the roadway shall exit the bus and move to a point 10 to 15 feet in front of the right bumper and wait for the driver to signal you that it is safe to cross.
2. Check in both directions and walk directly across the road.
3. Never cross behind the bus.
4. **CAUTION!** Be alert for the vehicles that do not stop when the bus is loading or unloading students.
5. Cross all streets at intersections. Obey all traffic signals and signs on your way home.

8.B. Westwood ISD Bond 2021 Update
Presenter: Fitzpatrick and Pfluger Architects

Westwood ISD Agenda Item Information

Meeting Date: April 18, 2022

Subject: Bond 2021 Update

Administrator Responsible: Wade Stanford

Summary: Representatives from Fitzpatrick and Pfluger Architects will provide an update on the progress of the Westwood ISD Bond 2021. This discussion will be focused on the conceptual design of Westwood Middle School.

Administration's Recommendation: The administration recommends the approval of the conceptual design as presented.

Possible Motion: I move that we accept the conceptual design of Westwood Middle School as presented.

Attachments:

Board Approval Required XYES NO

8.C. Facility Master Plan
Presenter: Trey Greer

Westwood ISD Agenda Item Information

Meeting Date: April 18, 2022

Subject: Facility Master Plan

Administrator Responsible: Wade Stanford

Summary: Representatives from Fitzpatrick Architects will present a draft of the facility master plan and provide an update on the progress of the transportation/maintenance facility and Central Office facility.

Administration's Recommendation: N/A

~~Possible Motion: I move that we~~

Attachments:

Board Approval Required YES XNO

8.D. Curriculum Update
Presenter: Katie Atkins

Westwood ISD Agenda Item Information

Meeting Date: April 18, 2022

Subject: April 2022 Curriculum Moment

Administrator Responsible: Katie Atkins, Ed.D

Summary: Professional learning in any profession is critical for ongoing growth and development. The purpose of Westwood University is to provide Westwood ISD instructional staff with professional development opportunities to support ongoing learning pertinent to their professional needs and goals. These professional learning sessions are designed to support staff in the upcoming school year and have been developed based upon teacher feedback through Through Exchange. Upon successful completion of courses, teachers will receive credit for their attendance and participation through Eduphoria.

Administration's Recommendation: n/a

Possible Motion: n/a

Attachments: Westwood University 2022 Course Offerings

Board Approval Required

YES

NO

WESTWOOD University

49

May 23-25, 2022
Course Offerings

Overview

Professional learning in any profession is critical for ongoing growth and development. The purpose of Westwood University is to provide Westwood ISD instructional staff with professional development opportunities to support ongoing learning pertinent to their professional needs and goals. These professional learning sessions are designed to support staff in the upcoming school year and have been developed based upon teacher feedback through Through Exchange. Upon successful completion of courses, teachers will receive credit for their attendance and participation through Eduphoria.

50

Please register for various sessions at the following link: <https://www.schoolobjects.com/strive/conferences/4>. This link will take you to the conference page. From there, participants can click on individual sessions for registration. As well, participants can click on descriptors to help develop a learning track specific to their grade levels and content areas.

Exchange Day Credit

Each year, the District implements exchange days. These are days throughout the year in which classes are not in session and teachers “exchange” the professional learning they accrued throughout the summer for the specified exchange days in the upcoming school year. Teachers may not “exchange” days if they have not accrued the appropriate number of professional learning hours during times in which they are not on contract. In order to be eligible for exchange days, 18 hours must be accrued during time when the individual is not on contract. It is intended that the majority of these hours are accrued through participation in Westwood University courses. It is the responsibility of each individual to ensure that they accumulate 18 hours of professional learning outside of contract days in order to be eligible for exchange days in the upcoming school year.

What if I plan to attend professional learning opportunities outside of Westwood University? Do those hours count?

That depends. Sessions must align to the individual's professional growth. There are many valuable opportunities outside of Westwood University. While it is highly recommended that individuals attend Westwood University courses as they align to needs unique to Westwood ISD, outside courses may be accepted, contingent upon final approval. It is the responsibility of each individual to ensure that they accumulate 18 hours of professional learning outside of contract days in order to be eligible for exchange days in the upcoming school year.

If I am attending sessions outside of Westwood University, how will I know if they will count towards exchange day credit?

51

If you will be obtaining your exchange day hours outside of Westwood University or in addition to courses in Westwood University, please complete the following form to request approval. Once reviewed, you will be notified via email by the Assistant Superintendent of Curriculum, Instruction, and Leadership regarding your approval status. Please use the following link to request outside sessions for exchange day credit.

All requests must be submitted via the following Google Form no later than May 13, 2022:

[Exchange Day Credit–Summer 2022](#)

Day 1 Schedule

May 23, 2022

Register for individual sessions on our Westwood University Conference site at <https://www.schoolobjects.com/strive/conferences/4>

52

Course	Time	Presenter	Audience	Campus Location	Room Number	Session Description
Primary: Creating a Learning Environment that Supports ALL Students (exchange day)	8:30 a.m.-10:00 a.m.	Jennifer Wright	Primary (all)	Westwood High School	203	Building relationships, differentiation, and effective classroom management are keys to successful learning outcomes. This session focuses on establishing relationships, clear expectations, routines, and supports that set the stage for a productive classroom environment. Learn how to teach and reinforce expected behaviors that help create an optimal learning environment for ALL students.
Elementary: Creating a Learning Environment that Supports ALL Students (exchange day)	8:30 a.m.-10:00 a.m.	Clara Cummings	Elementary (all)	Westwood High School	204	Building relationships, differentiation, and effective classroom management are keys to successful learning outcomes. This session focuses on establishing relationships, clear expectations, routines, and supports that set the stage for a productive classroom environment. Learn how to teach and reinforce expected behaviors that help create an optimal learning environment for ALL students.
Junior High: Creating a Learning Environment that Supports ALL Students (exchange day)	8:30 a.m.-10:00 a.m.	Cassie Huddleston	Junior High (all)	Westwood High School	205	Building relationships, differentiation, and effective classroom management are keys to successful learning outcomes. This session focuses on establishing relationships, clear expectations, routines, and supports that set the stage for a productive classroom environment. Learn how to teach and reinforce expected behaviors that help create an optimal learning

						environment for ALL students.
High School: Creating a Learning Environment that Supports ALL Students (exchange day)	8:30 a.m.-10:00 a.m.	Julie May	High School (all)	Westwood High School	206	Building relationships, differentiation, and effective classroom management are keys to successful learning outcomes. This session focuses on establishing relationships, clear expectations, routines, and supports that set the stage for a productive classroom environment. Learn how to teach and reinforce expected behaviors that help create an optimal learning environment for ALL students.
Using TEKS Resource System to Develop Formative Assessments (exchange day)	8:30 a.m.-10:00 a.m.	Carmen Dowdy–Region 7	all	Westwood High School	202	TEKS Resource System incorporates various formative assessments to collect data that impacts instruction. During this session, participants will learn impactful ways to utilize formative assessments to inform instruction, use resources to facilitate the use of formative assessments to collect data around student learning, develop formative assessments designed for the appropriate level of rigor, and build online checks for understanding.
Primary: Creating a Learning Environment that Supports ALL Students (exchange day)	10:10 a.m.-11:30 a.m.	Jennifer Wright	Primary (all)	Westwood High School	203	Building relationships, differentiation, and effective classroom management are keys to successful learning outcomes. This session focuses on establishing relationships, clear expectations, routines, and supports that set the stage for a productive classroom environment. Learn how to teach and reinforce expected behaviors that help create an optimal learning environment for ALL students.
Elementary: Creating a Learning Environment that Supports ALL Students (exchange day)	10:10 a.m.-11:30 a.m.	Clara Cummings	Elementary (all)	Westwood High School	204	Building relationships, differentiation, and effective classroom management are keys to successful learning outcomes. This session focuses on establishing relationships, clear expectations, routines, and supports that set the stage for a productive classroom environment. Learn how to teach and reinforce expected behaviors that help create an optimal learning environment for ALL students.

53

Junior High: Creating a Learning Environment that Supports ALL Students (exchange day)	10:10 a.m.-11:30 a.m.	Cassie Huddleston	Junior High (all)	Westwood High School	205	Building relationships, differentiation, and effective classroom management are keys to successful learning outcomes. This session focuses on establishing relationships, clear expectations, routines, and supports that set the stage for a productive classroom environment. Learn how to teach and reinforce expected behaviors that help create an optimal learning environment for ALL students.
High School: Creating a Learning Environment that Supports ALL Students (exchange day)	10:10 a.m.-11:30 a.m.	Julie May	High School (all)	Westwood High School	206	Building relationships, differentiation, and effective classroom management are keys to successful learning outcomes. This session focuses on establishing relationships, clear expectations, routines, and supports that set the stage for a productive classroom environment. Learn how to teach and reinforce expected behaviors that help create an optimal learning environment for ALL students.
Using TEKS Resource System to Develop Formative Assessments (exchange day)	10:10 a.m.-11:30 a.m.	Carmen Dowdy–Region 7	all	Westwood High School	202	TEKS Resource System incorporates various formative assessments to collect data that impacts instruction. During this session, participants will learn impactful ways to utilize formative assessments to inform instruction, use resources to facilitate the use of formative assessments to collect data around student learning, develop formative assessments designed for the appropriate level of rigor, and build online checks for understanding.
LUNCH	11:30 a.m.-12:30 p.m.					
PK/ Kinder Vertical Collaborative (exchange day)	12:45 p.m.-3:30 p.m.	Ginny Gayso and Jennifer Wright	PK and Kinder teachers	Westwood Primary	Yellow room	Vertical alignment has a direct impact on teaching and learning. During this session, teachers will deeply plan with their colleagues, resulting in increased definition and alignment in their teaching objectives. Teachers will collaborate to identify areas of curricular need with regard to timing and sequencing, curricular overlap, and gaps in teaching and learning in preparation for next year's learners.

54

Primary and Elementary ELAR Vertical Collaborative (exchange day)	12:45 p.m.-3:30p.m.	Amanda Cox	Primary/Elementary ELAR teachers	Westwood Primary	PLC room 7	Vertical alignment has a direct impact on teaching and learning. During this session, teachers will deeply plan with their colleagues, resulting in increased definition and alignment in their teaching objectives. Teachers will collaborate to identify areas of curricular need with regard to timing and sequencing, curricular overlap, and gaps in teaching and learning in preparation for next year's learners.
Elementary Math Vertical Collaborative (exchange day)	12:45 p.m.-3:30 p.m.	Kayla Warren	Elementary Math Teachers	Westwood Elementary	PLC room	Vertical alignment has a direct impact on teaching and learning. During this session, teachers will deeply plan with their colleagues, resulting in increased definition and alignment in their teaching objectives. Teachers will collaborate to identify areas of curricular need with regard to timing and sequencing, curricular overlap, and gaps in teaching and learning in preparation for next year's learners.
Secondary Math Vertical Collaborative (exchange day)	12:45 p.m.-3:30 p.m.	Cassie Huddleston	Secondary Math Teachers	Westwood High School		Vertical alignment has a direct impact on teaching and learning. During this session, teachers will deeply plan with their colleagues, resulting in increased definition and alignment in their teaching objectives. Teachers will collaborate to identify areas of curricular need with regard to timing and sequencing, curricular overlap, and gaps in teaching and learning in preparation for next year's learners.
Science Vertical Collaborative (exchange day)	12:45 p.m.-3:30 p.m.	Haley Avery	Elementary science and secondary science teachers	Westwood High School	206	Vertical alignment has a direct impact on teaching and learning. During this session, teachers will deeply plan with their colleagues, resulting in increased definition and alignment in their teaching objectives. Teachers will collaborate to identify areas of curricular need with regard to timing and sequencing, curricular overlap, and gaps in teaching and learning in preparation for next year's learners.

55

Secondary ELAR/Social Studies/Foreign Languages Collaborative (exchange day)	12:45 p.m.-3:30 p.m.	Katie Atkins	Secondary ELAR, social studies teachers, and foreign language teachers	Westwood High School	203	Vertical alignment has a direct impact on teaching and learning. During this session, teachers will deeply plan with their colleagues, resulting in increased definition and alignment in their teaching objectives. Teachers will collaborate to identify areas of curricular need with regard to timing and sequencing, curricular overlap, and gaps in teaching and learning in preparation for next year's learners.
CTE Vertical Collaborative--iCEV (exchange day)	12:45 p.m.-3:30 p.m.	iCEV/Kelly Green	CTE teachers	Westwood High School	205	Vertical alignment has a direct impact on teaching and learning. During this session, teachers will deeply plan with their colleagues, resulting in increased definition and alignment in their teaching objectives. Participants will also delve deeper into ICEV materials and supports.
Health and PE Collaborative (exchange day)	12:45 p.m.-3:30 p.m.		Health and PE teachers	Westwood Primary	Gym	Vertical alignment has a direct impact on teaching and learning. During this session, teachers will deeply plan with their colleagues, resulting in increased definition and alignment in their teaching objectives. Teachers will collaborate to identify areas of curricular need with regard to timing and sequencing, curricular overlap, and gaps in teaching and learning in preparation for next year's learners.
Fine Arts Collaborative (exchange day)	12:45 p.m.-3:30 p.m.		Fine arts teachers	Westwood High School	204	Vertical alignment has a direct impact on teaching and learning. During this session, teachers will deeply plan with their colleagues, resulting in increased definition and alignment in their teaching objectives. Teachers will collaborate to identify areas of curricular need with regard to timing and sequencing, curricular overlap, and gaps in teaching and learning in preparation for next year's learners.

56

Day 2 Schedule

May 24, 2022

*Register for individual sessions on our Westwood University
Conference site at <https://www.schoolobjects.com/strive/conferences/4>*

Course	Time	Presenter	Audience	Campus Location	Room Number	Session Description
Fountas and Pinnell Classroom: The What, Why, and How of a Comprehensive Literacy Framework (exchange day)	8:30 a.m.-3:30 p.m.	Christa Black (Warren Instructional Group)	Primary and Elementary ELAR teachers	Westwood Primary	Cafeteria	A comprehensive literacy framework addresses phonemic awareness, phonics, vocabulary, fluency, and comprehension. During this session, participants will gain context around the components of a comprehensive literacy framework, the components of Fountas and Pinnell Classroom, and how they are used to support optimal student learning outcomes and growth.
Student Learning Objectives Overview (exchange day)	8:30 a.m.-11:30 a.m.	Haley Avery and Katie Atkins	all	Westwood High School	203	Student Learning Objectives (SLOs) are student growth goals set by teachers to help them plan instruction and drive student learning throughout the year. Setting learning goals and measuring student progress allows educators to better understand their students' strengths and how to best support student growth. These goals help teachers define what success looks like for their students and to ensure that instruction is purposefully guiding student growth and success. During this session, participants will receive an overview of this

						process.
Feedback and Formative Assessments with Technology (exchange day)	8:30 a.m.-11:30 a.m.	Region 7--Andy Adams	all	Westwood High School	206	Effective feedback for learning comes from teachers responding to students with the specific goal of improving the student's performance. Formative assessment aids the learning process as it improves students' participation, saves learning time, guarantees equal participation opportunities, and creates a fun and exciting learning environment. This workshop will offer suggestions and ideas for using technology to deliver timely, effective feedback with the power to achieve greater learning. 58
LUNCH	11:30 a.m.-12:45 p.m.					
Student Learning Objectives Overview (exchange day)	12:45 p.m.-3:30 p.m.	Haley Avery and Katie Atkins	all	Westwood High School	203	Student Learning Objectives (SLOs) are student growth goals set by teachers to help them plan instruction and drive student learning throughout the year. Setting learning goals and measuring student progress allows educators to better understand their students' strengths and how to best support student growth. These goals help teachers define what success looks like for their students and to ensure that instruction is purposefully guiding student growth and success. During this session, participants will receive an overview of this process.

Feedback and Formative Assessments with Technology (exchange day)	12:45 p.m.-3:30 p.m.	Region 7--Andy Adams	all	Westwood High School	206	Effective feedback for learning comes from teachers responding to students with the specific goal of improving the student's performance. Formative assessment aids the learning process as it improves students' participation, saves learning time, guarantees equal participation opportunities, and creates a fun and exciting learning environment. This workshop will offer suggestions and ideas for using technology to deliver timely, effective feedback with the power to achieve greater learning. 59
7 Steps to a Language-Rich, Interactive Classroom (exchange day)	8:30 a.m.-3:30 p.m.	Allison Hand--Seidlitz	all	Westwood High School	205	This innovative training will help all teachers transform their classrooms into vibrant spaces where students can use academic language to talk, read, write, and think about each lesson's content. This 7 Steps training outlines a dynamic process for structuring, planning, and facilitating a language-rich classroom. In addition, participants gain knowledge of helpful ways to integrate both content and language standards when planning instruction. They also receive specific strategies for differentiating instruction so that all learners within the classroom can build their ability to discuss and communicate academic concepts effectively.

Day 3 Schedule

May 25, 2022

Register for individual sessions on our Westwood University Conference site at <https://www.schoolobjects.com/strive/conferences/4>

60

Course	Time	Presenter	Audience	Campus Location	Room Number	Session Description
Reading Academies Kick-Off (exchange day)	8:30 a.m.-11:30 a.m.	Rhonda Lemon–Region 7	Primary and Elementary (only those needing Reading Academies)	Westwood High School	203	<p><i>For Reading Academy participants only:</i> During this session, teachers and administrators who will complete the 2022-2023 Reading Academy cohort will gain deeper context into the "why" behind Reading Academies and content to be taught: Overview, Scope, and Sequence • Science of Teaching Reading • Establishing a Literacy Community • Using Assessment Data to Inform Instruction • Oral Language • Phonological Awareness • Alphabet Knowledge, Print Concepts, and Handwriting • Decoding, Encoding, and Word Study • Reading Fluency • Reading Comprehension • Composition. Participants will also be guided through the registration process.</p> <p><i>Please bring your TEAL ID to the session for ease of registration for the upcoming Reading Academy cohort.</i></p>

Talk, Read, Talk, Write (exchange day)	8:30 a.m.-3:30 p.m.	Allison Hand--Seidlitz	all	Westwood High School	205	Talk, Read, Talk, Write (TRTW) is a practical approach to classroom instruction that helps students meet and exceed the state standards for learning in the core classes while also developing the literacy skills needed for success in the 21st century. Participants will experience the TRTW approach as learners themselves, and receive step-by-step instructions for how to implement the approach using actual classroom examples. Other training topics include: how to facilitate structured conversations, how to hold students accountable for active participation, how to move students toward successful independent reading and writing, and how to troubleshoot common roadblocks to reading, writing and talking in the classroom. 61
Get on the D-Escalator (exchange day)	8:30 a.m.-3:30 p.m.	Quentin Woods	all	Westwood High School	204	Students who misbehave, especially those with tendencies toward aggression and violence, haven't been taught the necessary social skills, anger management, and moral reasoning to be successful in school. Participants will learn techniques to defuse escalating behavior in the moment as well as preventative techniques to keep the behavior from reoccurring.

8.E. First read: TEKS Certification
Presenter: Katie Atkins

Westwood ISD Agenda Item Information

Meeting Date: April 18, 2022

Subject: 2022-2023 TEKS Certification and Allotment Form: First Read

Administrator Responsible: Katie Atkins, Ed.D

Summary: School districts and charter schools are required to certify annually to the State Board of Education and the Commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS). Districts and charter schools must submit certifications to receive access to 2022-2023 instructional materials through EMAT.

Administration’s Recommendation: None at this time as this is a first read. We will bring this to the Board in May for a vote.

Possible Motion: n/a

Attachments: 2022-2023 TEKS Certification and Allotment Form (pdf)

Board Approval Required

YES

NO

NOTE: This template is for planning purposes only, and will not be submitted to the Texas Education Agency. Please submit your responses using this form: <https://app.smartsheet.com/b/form/bf5755712b724621a1ae5c78c80e2f4c>

First and Last Name: Katie Atkins
 E-mail: klatkins@westwoodisd.net
 District Name: Westwood ISD
 County District Number: 001-908

Certification of Math Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for math?	What implementation approach does your district take for math materials?	Notes
Grades K-5 Grades 6-8 Grades 9-12	TEKS Resource System (TRS) TEKS Resource System (TRS) TEKS Resource System (TRS)	Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence	All school leaders required to implement district's approach	64 •K-6 Stemscopes •7-8: McGraw Hill Glencoe •9-12: McGraw Hill Glencoe; Cengage Learning, 2nd Edition; Big Ideas Math; BFW Publishers; 2nd Edition; Pearson: Math For Your World; 2nd Edition

Certification of RLA Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for RLA?	What implementation approach does your district take for RLA materials?	Notes
Grades K-2 Grades 3-5 Grades 6-8 Grades 9-12	TEKS Resource System (TRS) TEKS Resource System (TRS) TEKS Resource Systems (TRS) TEKS Resource System (TRS)	Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence	All school leaders required to implement district's approach	•K-5: Fountas & Pinnell •6-8: Lucy Calkins •9-12: Booksource libraries and bookclubs

Certification of Science Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for science?	What implementation approach does your district take for science materials?	Notes
Grades K-5 Grades 6-8 Grade 9-12	TEKS Resource Systems (TRS) TEKS Resource Systems (TRS) TEKS Resource System (TRS)	Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence	All school leaders required to implement district's approach	•K-8 - StemScopes •9-12 - HMH; Pearson

Certification of Social Studies Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for social studies?	What implementation approach does your district take for social studies materials?	Notes
Grades K-5 Grades 6-8 Grades 9-12	TEKS Resource Systems (TRS) TEKS Resource System (TRS) TEKS Resource System (TRS)	Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence	All school leaders required to implement district's approach	•K-6: Pearson: My Word •Harcourt; Exploros •McGraw Hill; Oxford; 9th Edition; Pearson

8.F. Finance Update

Presenter: Kyle Johnson

Westwood ISD Agenda Item Information Agenda Item Information

Meeting Date: April 18, 2022

Subject: Finance Update

Administrator Responsible: Mr. Johnson

Summary: Finance Update on expenditures by Function by percentage compared to previous 2 years as of March 31, 2022.

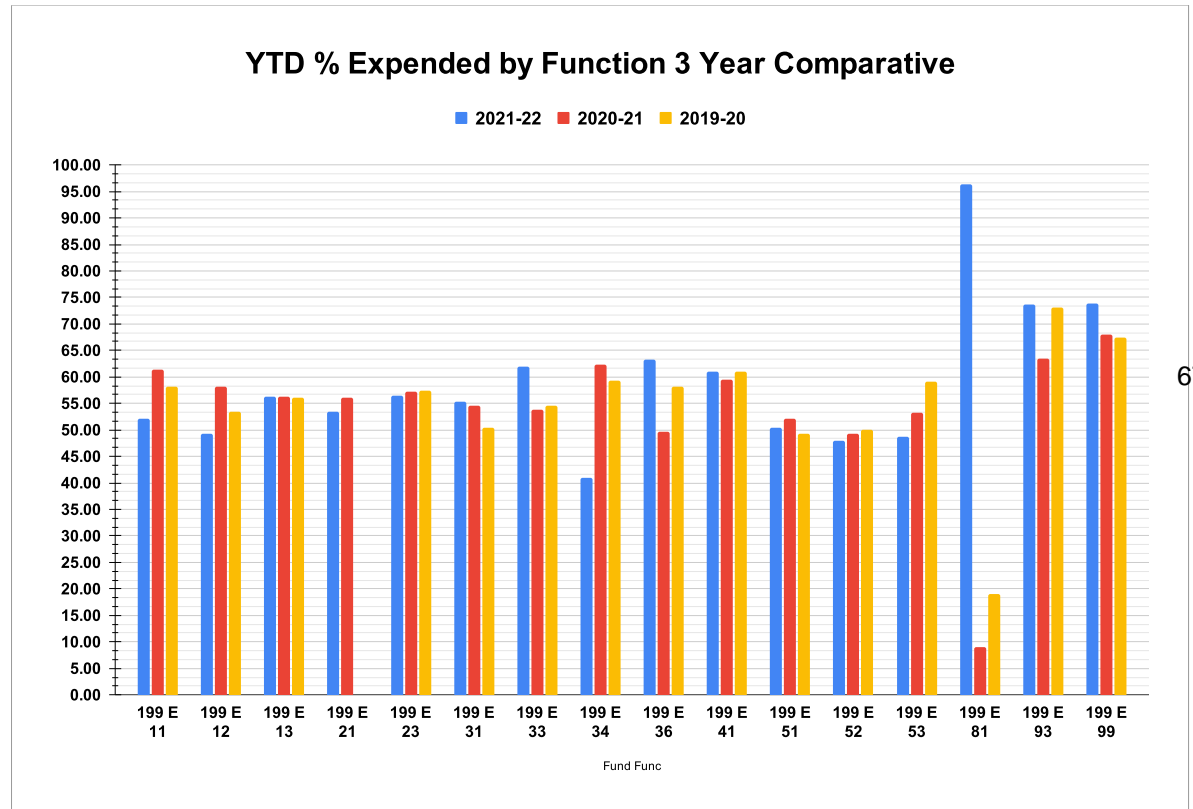
Operational Minutes Adjustment from TEA and impact on ADA
2022-2023 Budget Preparation Update

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	52.19	61.34	58.10
199 E 12	49.28	58.12	53.43
199 E 13	56.34	56.23	56.09
199 E 21	53.52	56.02	0
199 E 23	56.51	57.26	57.42
199 E 31	55.37	54.52	50.49
199 E 33	62.03	53.85	54.54
199 E 34	40.97	62.40	59.34
199 E 36	63.27	49.66	58.17
199 E 41	61.00	59.57	61.01
199 E 51	50.44	52.15	49.30
199 E 52	47.93	49.23	50.12
199 E 53	48.71	53.19	59.05
199 E 81	96.27	8.98	19.00
199 E 93	73.57	63.54	73.14
199 E 99	73.79	68.08	67.48

7/12 = 58%



Operational Minutes Adjustment

- Commissioner of education is exercising his authority to approve a reduction in the minimum number of required 75,600 minutes of operation for all LEAs during the first through fourth six-week attendance reporting periods of the 2021–2022 school year
- Results in an adjustment that will ensure stabilized percentage attendance rates comparable to a more typical school year, rather than the low percentage attendance rates caused by the ongoing COVID-19 pandemic.
- Methodology:
 - Target Percentage Attendance Rate (TPAR) calculated for WISD - 95%
 - TPAR compared to Actual Attendance Rate for same time period - 91.8%
 - WISD is granted the TPAR and operational minutes are deducted as necessary so that WISD is ensured an ADA of 95.01% for the first 4 Six Weeks of 2021-2022
 - There is no adjustment for the 5th and 6th Six Weeks
 - Automatically calculated for each district and the adjustment will be made on the first Near Final Summary of Finance in September

Operational Minutes Adjustment Calculation

001908	<== Enter your District Number with no dashes, such as 001902										
Enter Data in the Shaded Cells Below for each Sixweeks											
2021-22	Sixweek 1	Sixweek 2	Sixweek 3	Sixweek 4			Sixweek 5	Sixweek 6			
					Cumulative Total 1st - 4th Six Weeks 2021-22						
A. Days Taught											
B. Days Membership	34,797.000	37,437.000	34,851.000	41,530.500	148,615.500						
C. Total Days Absent										69	
D. Total Days Present	31,556.000	35,634.000	31,604.500	37,581.000	136,375.500						
E. Total Ineligible Days					0.000						
F. Total Eligible Days					0.000						
T. Total Refined ADA	1,159.200	1,222.900	1,234.500	1,163.500							
U. Percent Attendance	90.7%	95.2%	90.7%	90.5%							
Percent Attendance 1st - 4th Six Weeks 2021-22					91.8%	(D/B)					
Average of Total Refined ADA 1st - 4th Six Weeks					1,195.025						
2019-20 TPAR From TEA					95.0%						
2021-22 1st - 4th Six Weeks Adjusted to TPAR					1,237.298						
					2021-22 Total ADA at Year-End	calculation requires data entry for 5th & 6th sixweeks					

Budget Preparation Update

- Preliminary details from PVS appeal by end of April
 - This in conjunction with the TPAR (and 5th/6th Six Weeks ADA) will help with estimating the effect on the current budget
- Estimated Certified Property Values from the ACAD by April 25th
 - This will help estimate the VERY preliminary tax rate, amount of local taxes and state funding for 22-23
- Pupil Projection Estimates to estimate ADA to use for State Funding calculations for 22-23
- Staffing meetings ongoing to determine staffing needs for 22-23
 - With Preliminary Budget numbers and accurate staffing projections we can begin working on preliminary compensation options

8.G. First Read SFE Contract
Presenter: Kyle Johnson

Westwood ISD Agenda Item Information Agenda Item Information

Meeting Date: April 18, 2022

Subject: SFE Food Service Renewal

Administrator Responsible: Mr. Johnson

Summary: This is a first read of the annual Child Nutrition SFE contract renewal, which will be presented as an action item for approval in May.

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

Board Approval Required YES NO **X**

EXHIBIT A
Texas Department of Agriculture
2022-2023 CONTRACT RENEWAL CHECKLIST

School Food Authority (SFA) Renewal of Food Service Management Company (FSMC) Contract

Per 2 CFR 210.19(a)(5), state agencies must annually review contracts (including all supporting documentation) between SFAs and FSMCs to ensure compliance with federal regulations **before execution of the contract by either party**. Ref: FSMC Guidance for State Agencies, pages 28-30.

This checklist must be completed and submitted to TDA for approval with the referenced items attached no later than December 31, 2021, for contract renewals for the 2022-23 School Year.

Please select each box for which information and/or documents have been provided.

- 1. Cover letter with the SFA's intent to renew its FSMC contract for the 2022-2023 school year.
- 2. Contract Renewal Agreement. (Please select boxes where applicable.)
 - A. Methodologies for Fee Increases
Fee increases, including Allocated Charges, must be linked to the Consumer Price Index ("CPI"). A methodology and calculation must be provided for any fee increase to reflect the percentage of increase in the CPI. Please select each box below that applies.

Cost Reimbursable Renewals

- Administrative Fee Increase/Methodology Attached

Current Administrative Fee \$ _____

Proposed Administrative Fee \$ _____

- Management Fee Increase/Methodology Attached

Current Management Fee \$ _____

Proposed Management Fee \$ _____

Fixed Meal-Rate Renewals

- Fixed Meal-Rate Increase/Methodology Attached

- School Breakfast Program

Current Fee \$ _____

Proposed Fee \$ _____

- National School Lunch Program

Current Fee \$ _____

Proposed Fee \$ _____

SFA Name

County District Number

CE ID

- Afterschool Care Program
 - Current Fee \$ _____
 - Proposed Fee \$ _____
- Other Program(s) Specify _____
 - Current Fee \$ _____
 - Proposed Fee \$ _____

Allocated Charge Increase/**Methodology Must Be Attached For Each Allocated Charge Being Increased.**

No Fee Increase

B. Regulatory Changes
SFA must ensure that any changes in regulatory requirements are addressed by an amendment to the contract. Please select box above if SFA included any regulatory changes in renewal agreement. Such attestations are subject to TDA approval.

C. Contract term
The term of any contract renewal must coincide with the upcoming school calendar year. Please review SFA's original contract to determine the correct number of renewals permitted after this renewal.

D. Guaranty

Is there a proposed change to the guaranty defined in the original contract?

If yes, please specify: Original guaranty amount _____
Proposed guaranty amount _____

Changes to the Guaranty, such as additions to the terms, are not permitted. Guaranty dollar amount changes may not be material changes, i.e., more than \$50,000.

3. Food Service Budget: A Food Service Budget must be completed in the format provided by this office in the Renewal Packet with all line items addressed. Allocated Charges to the SFA must be addressed separately as individual line items.

- 2021-22 Food Service Budget
Food Service Budget from the school year ending June 2022
- 2022-23 Food Service Budget
Projected Food Service Budget for the upcoming school year

4. List of Schools Served - Provide a list of schools served by the FSMC and a list of any schools added or deleted from the original contract and subsequent renewals as indicated in the initial RFP solicitation. Adding sites not identified in the initial RFP as a future site constitute a material change and require a new solicitation.

5. Certifications - Provide the following signed certifications:
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
 - Exhibit J - Anti-Collusion Affidavit
 - Exhibit K - Certification regarding Lobbying, Disclosure of Lobbying Activities and Instructions
6. Compliance Assessment – Per 2 CFR 210.19(a)(5), TDA may not approve renewals and/or contracts for operations that do not comply with federal regulations. Therefore, please provide the following documentation:

- Annually required monitoring form completed by the district designated oversight representative. If new year not complete, send the most recent. Submission must include corrective action and follow up reviews related to ensure compliance.
- USDA foods reconciliation

Did you have an administrative review by TDA this year? Yes No

If yes, did your district have any findings in areas managed by the FSMC vendor?

Yes No If yes, please explain the finding(s) and how/if resolved?

Did any of the findings result in fiscal action? Yes No If yes, please explain the finding (s) and how/if resolved.

7. District Employee to Contact - Provide the following information for the individual at the SFA responsible for answering questions and correspondence concerning its food service operation:

Name _____
Job Title _____
Telephone Number _____
Fax Number _____
Email Address _____

SFA Name

County District Number

CE ID

I certify that the information and documentation provided herein is true and correct to the best of my knowledge and that I am the person authorized to sign herein.

By: _____
(Signature)

(Date)

(Printed name of person signing)

(Position/Title)

School Food Authority (SFA): _____ CE ID: _____
 Food Service Budget School Year _____

Cost-Reimbursable Budget (Renewals Only)

[To be completed by SFA]

If SFA does not have a school board approved Budget, please submit a draft.

Projected Revenue: Based on _____ days of meal service in the School Year _____ and 2021-22 reimbursement rates.

Check one:

These numbers are based on projected revenues for School Year _____ using the months of _____ through _____ [insert month/year].

These numbers are based on actual revenue from the School Year _____.

Breakfast

	Sales Revenue	Federal/State Reimbursement	Total Revenue
Free	XX		
Reduced-Priced			
Paid			
Total			

Lunch

	Sales Revenue	Federal/State Reimbursement	Total Revenue
Free	XX		
Reduced-Priced			
Paid			
Total			

À la carte/Non-Program Revenue (catering, concessions, adult meals, other non-reimbursable)

	Sales Revenue	Federal/State Reimbursement	Total Revenue
À la carte Students		XX	
À la carte Adults		XX	
Catering		XX	
Catering revenue		XX	
Other (specify)		XX	
Total		XX	

Afterschool Snacks (NSLP ASCP or CACFP At-Risk)

	Sales Revenue	Federal/State Reimbursement	Total Revenue
Free	XX		
Reduced-Priced			
Paid			
Total			

Other

	Sales Revenue	Federal/State Reimbursement	Total Revenue
CACFP At-Risk Supper	XX		
Special Milk			
Total			

Total Program Reimbursements: \$ _____

Total Projected Revenue: Total Sales Revenue + Total Federal/State Reimbursement: \$ _____

Projected Expenses:

Labor Costs	Total # FTEs	# PTEs
FSMC Salaried Employees:	# FTE	# PTE
Provide a summary number for this budget – a detailed individualized breakdown for each FSMC salaried employee must also be provided.	\$	
Base Gross Salaries	\$	
Fringe Benefits	\$	
Payroll Taxes	\$	
Merit Increases	\$	
Retirement/IRA/401K/403(b)(7)	\$	
Other Payroll Costs, must specify	\$	
FSMC Hourly Employees:	# FTE	# PTE
Gross Salaries	\$	
Fringe Benefits	\$	
Payroll Taxes	\$	
Other Payroll Costs, must specify	\$	
SFA/District Employees:	# FTE	# PTE
Gross Salaries	\$	
Fringe Benefits	\$	
Payroll Taxes	\$	
Worker’s Compensation	\$	
Other Payroll Costs, must specify	\$	
Total Labor Costs	\$	
FSMC Administrative Fee must specify costs included and an itemization of expenses in this fee. Please explain:		
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
FSMC Management Fee. Please explain:		
	\$	
Total FSMC Fees	\$	
FSMC Direct Costs		
Food Costs		
Purchased Food Costs	\$	
Food Costs – USDA Foods Delivery	\$	
Food Costs – USDA Foods Processing Fees (if applicable)	\$	
Total Food Costs	\$	
Non-food/Paper/Disposable Goods	\$	
Smallwares/Service/ware/Replacement Trays	\$	
Vehicle Expenses (Child Nutrition (CN) Only)	\$	
Telephone Expenses	\$	
Office Supplies	\$	

School Food Authority (SFA): _____ CE ID: _____
Food Service Budget School Year _____

Postage Fees	\$
Courier/Bank Deposit Services (CN Only)	\$
Uniforms/Laundry	\$
Freight (non-food)	\$
Equipment Service & Repair	\$
Permits and Licenses	\$
District Employee Travel	\$
Security Background Checks – hiring	\$
Total Non-Food Costs	\$
Other Costs, must be specific and itemized	
	\$
	\$
	\$
	\$
	\$
	\$
Total Other Costs	\$
Total FSMC Direct Costs	\$
SFA/District Direct Costs	
SFA/District Direct Costs (paid by the SFA)	\$
SFA/Other costs (must specify)	\$
Total SFA/District Direct Costs	\$
Total Projected Costs	\$

Estimated Budget Projection: Total Revenue (Sales + Reimbursement) – Expenses: _____

USDA Foods Entitlement Allocation Estimate: _____

Is there a guarantee required in the initial year contract? Yes No If yes, amount \$ _____

Is there an equipment investment provision in the initial contract? Yes No If yes, amount \$ _____

8.H. Discuss vacant position Board of Trustee - District 4
Presenter: Dr. Carolyn Booker

Westwood ISD Agenda Item Information

Meeting Date: April 18, 2022

Subject: Vacant School Board Position-District 4

Administrator Responsible: Wade Stanford

Summary: With the School Board District 4 position vacant, we must have a discussion of possible next steps to fill the vacancy.

The Board of Trustees has two options:

- 1) Fill the vacancy until the next trustee election**
- 2) Order a special election to fill the vacancy for the unexpired term**

Administration's Recommendation: N/A

~~Possible Motion: I move that we~~

Attachments:

Board Approval Required YES XNO

9. **ACTION ITEMS**

9.A. Board to consider a proposal for Campus Master Plan and Architectural Services for Administration and Transportation/Maintenance Facility

Presenter: Trey Greer

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 18 day of April in the year 2022
(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 South 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, Texas 75202
(469) 333-2121

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

Campus Master Plan
Architectural and Engineering services for a new
Administration Building and Transportation Building

The Owner and Architect agree as follows.

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

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

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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

5 OWNER’S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

85

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner’s program for the Project:

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

Program shall be developed with Owner input as the first activity of the project.

§ 1.1.2 The Project’s physical characteristics:

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

Administrative Building will continue the aesthetic established in the Additions and Renovations to the Jr. High project. Transportation Building will be designed to accommodate the functional requirements in an economical building type.

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

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

Owner's budget for the Cost of Work will be established based on Program requirements

(Paragraphs Deleted)

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

(Identify methods 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

(Paragraph Deleted)

409 S, Stephens Street

(Paragraph Deleted)

Quitman, TX 75783

(903) 763-2918

(Paragraphs Deleted)

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

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

Wade Stanford, Superintendent

(903) 729-1776

Kyle Johnson, Assistant Superintendent of Finance and Operations

(903) 729-1776

(Paragraphs Deleted)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer

.2 Topographical Surveyor

.3 Environmental Engineer (identification of presence and location of asbestos-laden materials) if necessary.

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User Notes: (3B9ADA42)

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

Thomas M. Greer III (Trey)
Fitzpatrick Architects
5201 South Broadway, Suite 200
Tyler, Texas 75703
(903) 592-0728

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Matt Wallace, PE
Aillet, Fenner, Jolly, & McClelland
3003 Knight Street, Suite 120
Shreveport, Louisiana 71105
(318) 425-7452

.2 MEP Engineer:

Robbin Cassity, PE
Aillet, Fenner, Jolly, & McClelland
3003 Knight Street, Suite 120
Shreveport, Louisiana 71105

(318) 425-7452

.3 Civil Engineer:

Maegan Schneider, PE
Aqueous Engineering
1828 ESE Loop 323, Suite R-2A
Tyler, Texas 75701
(903) 266-9089

(Paragraphs Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 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.

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User Notes: (3B9ADA42)

§ 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 dollar (\$ 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 noncontributory 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 Supplementary 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.

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§ 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.

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§ 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,

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- .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.

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§ 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

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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 90 days 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.

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§ 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 to 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	94	Responsibility <i>(Architect, Owner, or not provided)</i>
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§ 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 surveys	(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	Additional 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	Additional Services

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§ 4.1.1.22 Security evaluation and planning	(included in Basic Services)
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§ 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	Not provided
§ 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 Site Topographical and Utility Survey	Owner (see Article 5.4)
§ 4.1.1.31 Geotechnical Report/Engineering	Owner (see Article 5.5)
§ 4.1.1.32 Texas Accessibility Reviews and Inspections	Owner
§ 4.1.1.33 Roofing and 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.)

4.1.1.9 Landscape Design - Landscape Architect will be engaged to design outdoor areas and plantings with Owner input and prepare landscape plans and specifications for bidding.

4.1.1.21 Telecommunications/Data Design - Consultant will be engaged to design cabling, network equipment, and security with input from the Owner and prepare plans and specifications for bidding

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

4.1.1.30 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.

4.1.1.31 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.

4.1.1.32 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.

(Paragraph 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

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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

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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. 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.

(Paragraph 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.

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§ 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.

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§ 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 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.

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§ 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 may dispute relating to the services of the Architect and its Consultants will be decided through direct negotiations between 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 its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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§ 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:
(Check the appropriate box.)

(Paragraph Deleted)

Litigation in Tyler, Smith County, Texas

(Paragraph Deleted)

(Paragraphs 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 to 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.

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§ 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 Services will be negotiated at the 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, 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.

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§ 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 a 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)

For work associated with Campus Master Plan, the Architect shall be compensated ten thousand, nine hundred thirty dollars (\$10,930.00).

.2 Percentage Basis
(Insert percentage value)

For Basic Services, the Architect shall be compensated as a % of the Owner's budget for the Cost of the Work as calculated below in accordance with Section 11.6.

(Paragraph Deleted)

Owner's Budget/Final Cost of Work	New Construction
\$1,000,000 to less than \$2,000,000	7.25%
\$2,000,000 to less than \$4,000,000	6.75%

§ 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.)

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

Schematic Design Phase	Thirty-five percent (35 %)	Design Development Phase	Fifteen percent (15 %)
Construction Documents Phase			Thirty-five percent (35 %)
Procurement Phase	Five percent (5 %)		
Construction Phase	Thirteen percent (13 %)		
<u>Closeout</u>	<u>Two percent (2 %)</u>		
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.

§ 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 B

(Table Deleted)

§ 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 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;

(Paragraph Deleted)

- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 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;
- .8 All taxes levied on professional services and on reimbursable expenses;

(Paragraphs Deleted)

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- .9 Other similar Project-related expenditures.

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

(Paragraphs 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.

(Paragraph 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 Bid, 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

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(Paragraph Deleted)

- .2 Exhibits:

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

(Paragraphs Deleted)

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 - Architect's original proposal for the Project

Exhibit B - 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) **ARCHITECT** (Signature)

Dr. Carolyn J. Booker, President, Westwood ISD
Board of Trustees

107

Thomas M Greer III, AIA, Partner, Fitzpatrick
Architects

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

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PAGE 1

AGREEMENT made as of the 18 day of April in the year 2022

...

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

...

Fitzpatrick Architects
5201 South 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, Texas 75202
(469) 333-2121

...

Campus Masterplan
Architectural and Engineering services for a new Administration Building and Transportation
Building

PAGE 2

Program shall be developed with Owner input as the first activity of the project.

...

Administrative Building will continue the aesthetic established in the Additions and Renovations to the Jr. High project. Transportation Building will be designed to accommodate the functional requirements in an economical building type.

...

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Owner's budget for the Cost of Work will be established based on Program requirements

...

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

...

~~.1 Design phase milestone dates, if any:~~

...

~~.2 Construction commencement date:~~

...

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

...

~~.4 Other milestone dates:~~

Jackson Construction

...

~~§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:~~

...

409 S. Stephens Street

...

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

...

Quitman, TX 75783
(903) 763-2918

...

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and~~

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~~services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

...

Wade Stanford, Superintendent
(903) 729-1776

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

...

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

...

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

...

~~.1 Geotechnical Engineer:Engineer~~

...

~~.2 Civil Engineer:Topographical Surveyor~~

...

.3 Other, if any: Environmental Engineer (identification of presence and location of asbestos-laden materials) if necessary.

PAGE 4

(List any other consultants and contractors retained by the Owner.)

...

Thomas M. Greer III (Trey)
Fitzpatrick Architects
5201 South Broadway, Suite 200
Tyler, Texas 75703
(903) 592-0728

...

Matt Wallace, PE

...

Aillet, Fenner, Jolly, & McClelland

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3

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...

3003 Knight Street, Suite 120

...

Shreveport, Louisiana 71105

...

(318) 425-7452

...

.2 Mechanical MEP Engineer:

...

Robbin Cassity, PE

...

Aillet, Fenner, Jolly, & McClelland

...

3003 Knight Street, Suite 120

...

Shreveport, Louisiana 71105

...

(318) 425-7452

...

.3 Electrical Civil Engineer:

...

Maegan Schneider, PE

...

Aqueous Engineering

...

1828 ESE Loop 323, Suite R-2A

...

Tyler, Texas 75701

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4

...

(903) 266-9089

...

§ 1.1.11.2 Consultants retained under Supplemental Services:

...

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

...

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

...

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

...

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

PAGE 5

~~§ 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.~~

...

~~§ 2.5.5 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 dollar (\$ 1,000,000) policy limit.~~

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...

~~§ 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.~~

PAGE 8

~~§ 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.

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 surveys	(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	Additional Services
§ 4.1.1.10 Architectural interior design	(included in Basic Services)
§ 4.1.1.11 Value analysis	Contractor

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§ 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	<u>Additional Services</u>
§ 4.1.1.22 Security evaluation and planning	<u>(included in Basic Services)</u>
§ 4.1.1.23 Commissioning	<u>Not provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Additional Services</u>
§ 4.1.1.29 Acoustical Consultants	<u>Additional Services</u>
§ 4.1.1.30 Site Topographical and Utility Survey	<u>Owner (see Article 5.4)</u>
§ 4.1.1.31 Geotechnical Report/Engineering	<u>Owner (see Article 5.5)</u>
§ 4.1.1.32 Texas Accessibility Reviews and Inspections	<u>Owner</u>
§ 4.1.1.33 Roofing and Envelope Consultant	<u>Additional Services</u>

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	

§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	

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§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

...

4.1.1.9 Landscape Design - Landscape Architect will be engaged to design outdoor areas and plantings with Owner input and prepare landscape plans and specifications for bidding.

4.1.1.21 Telecommunications/Data Design - Consultant will be engaged to design cabling, network equipment, and security with input from the Owner and prepare plans and specifications for bidding

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

...

4.1.1.30 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.

4.1.1.31 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.

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

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

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...

- .2 ~~()~~ visits 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.

PAGE 14

~~§ 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.~~

...

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

PAGE 15

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.

PAGE 17

§ 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.

...

Any claim the Owner and Architect agree that may dispute relating to the services of the Architect and its Consultants will be decided through direct negotiations between parties involved prior to mediation.

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...

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

PAGE 18

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

...

Arbitration pursuant to Section 8.3 of this Agreement

...

Litigation in a court of competent jurisdiction Tyler, Smith County, Texas

...

[] Other: *(Specify)*

...

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

...

§ 8.3 Arbitration

...

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

...

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based

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~~on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

...

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

...

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

...

§ 8.3.4 Consolidation or Joinder

...

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

...

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

...

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

PAGE 19

Zero dollars (\$0)

...

Licensing Fees for Instrutments of Services will be negotiated at the time of termination

...

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11

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~~§ 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. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

...

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

...

~~§ 10.6~~ Unless otherwise required in this Agreement, the ~~Architect~~ 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.

PAGE 20

For work associated with Campus Master Plan, the Architect shall be compensated ten thousand, nine hundred thirty dollars (\$10,930.00).

...

-

...

(~~0~~) % of the Owner's ~~For Basic Services, the Architect shall be compensated as a % of the Owner's budget for the Cost of the Work, as calculated~~ Work as calculated below in accordance with Section 11.6.

...

~~3~~ Other

...

Owner's Budget/Final Cost of Work	New Construction
\$1,000,000 to less than \$2,000,000	7.25%
\$2,000,000 to less than \$4,000,000	6.75%

...

(Describe the method of compensation)

...

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

...

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

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...

§ 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:

PAGE 21

Schematic Design Phase Thirty-five percent (35 %) Design Development Phase Fifteen percent (15 %)

Construction Documents Phase Thirty-five percent (35 %)

Procurement Phase Five percent (5 %) Construction Phase Thirteen percent (13 %) Closeout Two percent (2 %) ...

See attached Exhibit B

...

Employee or Category Rate (\$0.00)

...

~~.1 Transportation and~~ Owner authorized out-of-town travel and subsistence;subsistence outside of

Tyler/Palestine area:

...

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

...

~~.7.6~~ Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

...

~~.8.7~~ 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;

...

~~.9.8~~ All taxes levied on professional services and on reimbursable expenses;

...

~~.10~~ Site office expenses;

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13

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...

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

PAGE 22

~~.12.9~~ Other similar Project-related expenditures.

...

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

...

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

...

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

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid 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.

...

Prime plus one % 1

...

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.

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14

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12.2 Alternate Bids, Change Orders and Construction Change Directives. Compensation for Alternate Bid, 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

PAGE 23

~~.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~~ .2 Exhibits:

...

~~[]~~ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:

...

(Insert the date of the E204-2017 incorporated into this agreement.)

...

[X] Other Exhibits incorporated into this Agreement:

...

Exhibit A - Architect's original proposal for the Project

...

Exhibit B - Hourly Rates for Architect and its Consultants

...

Dr. Carolyn J. Booker, President, Westwood ISD

Board of Trustees

Thomas M Greer III, AIA, Partner, Fitzpatrick Architects

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Certification of Document's Authenticity ***AIA® Document D401™ – 2003***

I, Steve Fitzpatrick, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:34:47 ET on 03/14/2022 under Order No. 2114279097 from AIA Contract Documents software and that in preparing in the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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9.B. Board to consider the conceptual design of Westwood Middle School

Presenter: Trey Greer

9.C. Board to consider TASB Risk Management approval

Presenter: Kyle Johnson



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". The signature is written in a cursive, slightly slanted style.

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

Westwood ISD Agenda Item Information Agenda Item Information

Meeting Date: April 18, 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 second read and is up for possible approval.

Administration's Recommendation: Propose a motion "to approve the updated TASB Risk Management Interlocal Agreement."

Board Approval Required

YES

NO

9.D. Board to consider a resolution to consider Wade Stanford as Superintendent of the year.

Presenter: Board

10. **Board to consider approval of Consent Agenda**

10.A. Minutes of Regular Board Meeting March 21, 2022

Regular Meeting

Monday, March 21, 2022 6:30 PM

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

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

Meeting called to order at 6:30 pm by President Dr. Carolyn Booker

1. CALL TO ORDER AND ESTABLISH QUORUM

Discussion: Others present: Brendan May, Scott Nettles, Wade Stanford, Sonya Brown, Shinnitta Foreman, Charlotte May, Tiffany Carwell, Dr. Katie Atkins, Brenda Bing, Brandon Carroll, see list for others.

2. ROLL CALL

Presenter: Carolyn Booker

3. INVOCATION

Discussion: Invocation given by Brendan May.

4. PLEDGE OF ALLEGIANCE/TEXAS PLEDGE

5. ACTION ITEM

5.A. Board to consider approval of the agenda as presented

Action(s):

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

Voting Detail:

Carolyn Booker: Yea

Angela Choate: Yea

Jeff Cooper: Yea

Bryan Jones: Yea

Mike Kelly: Yea

Ronnie Stanhope: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 1

6. Recognition of Students and Faculty

Discussion: Principals recognized their staff and students of the month:

Staff- Jeannie Linam, Michelle Wade, Megan Bedre, Biff Knight and Julie May

High School: Empriss Goss, Aliya Guster, Kameron Carwell and Natalie Franklin

Junior High: Alivia Zabransky and Ariana Gonzales

Elementary: Karsen Girard, Trevor Momanyi, Selene Montes and Shyla Mackey

Primary: Donovan Brown Jr. , Harley Gardner,

Cavius Beavers, and Ivory Edwards

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

Discussion: None

8. **INFORMATION**

8.A. SFE - Food Service Update

Presenter: Brandon Carroll

Discussion: Brandon Carroll, the Child Nutrition Director, gave an update on the state of the Child Nutrition Department at Westwood ISD. He recognized the food service team for their great work and thanked them for their hard work. He updated the board on the supply chain crisis that is making some food service operations a little more difficult, but assured them that the students are getting nutritious meals daily. He highlighted March 3rd, which is when they did the Dr. Seuss Promotion with Green Eggs and Ham day. Goals for the future are to provide nutritious meals to the students and to be financially responsible.

8.B. Curriculum Moment

Presenter: Katie Atkins

Discussion: Dr. Katie Atkins updated the board on the direction of the Curriculum and Instruction Department at WISD. She focused on resources and programming that are used and their effectiveness across the district and how these apply to the high priority areas. Resources and programs are used for initial instruction and for supplemental support/intervention. Found that there are duplicative resources for certain content areas. Next steps are to use 1 curriculum per area with supplementals and to get professional development for these resources.

8.C. Finance Update

Presenter: Kyle Johnson

Discussion: Kyle Johnson gave a financial update to the board. He updated them on percentage spent by function for this year compared to the previous 2 years. He then updated the board on the current ADA situation and how it may impact the revenue for the 21-22 school year. He also discussed how there are no answers yet from TEA on any hold harmless for ADA for the school year, but will update as information is given. He also updated the board on the use of ESSER funds and how much is left from ESSER 2 and 3.

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

Presenter: Wade Stanford

Discussion: Mr. Stanford discussed with the board a proposal from Fitzpatrick Architects for a Master Plan and a proposal for an Admin and Transportation building. This proposal has a \$10,000 flat fee for the Master Plan and a fee structure based on the final amount of the total projects.

8.E. District Logo

Discussion: Mr. Stanford discussed with the board the possibility of having 1 district logo used for all marketing material. All the admin team was in favor of using the proposed logo including athletics and band.

8.F. TASB Risk Management

Discussion: Mr. Johnson discussed with the board the updated Interlocal Participation Agreement (IPA) from TASB Risk Management. Westwood uses TASB Risk Management for their Unemployment Services and this is information on the updated IPA and is a first read. Will be brought before the board for approval in April.

Presenter: Kyle Johnson

9. ACTION ITEMS

9.A. Board to consider approval of consent agenda

Action(s):

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

Voting Detail:

Carolyn Booker: Yea

Angela Choate: Yea

Jeff Cooper: Yea

Bryan Jones: Yea

Mike Kelly: Yea

Ronnie Stanhope: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 1

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

9.A.2. Campus Fundraisers

9.A.3. Budget Amendment

Presenter: Kyle Johnson

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.

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

Presenter: Wade Stanford

Action(s):

Motion for approval of Fitzpatrick Architects proposal for Campus Master Plan and Architectural Services for Administration and Transportation/Maintenance Facility. This motion, made by Jeff Cooper and seconded by Bryan Jones, Passed.

Voting Detail:

Carolyn Booker: Yea

Angela Choate: Yea
Jeff Cooper: Yea
Bryan Jones: Yea
Mike Kelly: Yea
Ronnie Stanhope: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 1

10. **CLOSED SESSION**

Discussion: Meeting taken into closed session by President Dr. Carolyn Booker at 7:54pm

- 10.A. Acknowledge teacher contracts for the 2022-2023 school year **Presenter:** Wade Stanford
- 10.B. Discussion of Real Property

11. **ADJOURNMENT**

Discussion: 8:30 pm

Board Secretary

10.B. Fundraisers

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

Date: 3-24-2022
 Campus: High School
 Group/Organization: Student Council
 Sponsor: Amanda Haney
 Type*: Fundraiser Fundraiser or Sale
 Start date: 5-6-2022
 End date: 5-7-2022

Describe the purpose of this sale (i.e. how does this activity benefit the school): Raise Funds to increase fund for STUCCO

Describe the product or activity: Car wash

Vendor: -

Sale/activity location: WISD

Is the item being sold considered taxable?*	YES	<input checked="" type="checkbox"/> NO
Does your group/club qualify for 2 tax-free sales days	YES	NO
If the item is considered taxable, will this sale count as one of the two tax-free sales days?	YES	NO
If you qualify for two tax-free sales days, is this your 1st or 2nd tax-free sale to date?	1st	2nd

Estimate the following:
 Approximate cost per item/activity: \$ 20
 Estimated profit: \$ 150

*See 'Taxable vs. Non Taxable' worksheet

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): Amanda Haney

Approved by (Superintendent): _____

Approved by (Principal/Director): _____

FUNDRAISING RECAP

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

Total deposits:	
Less: Total cost of sale/activity (invoices)	
Net profit:	

Quantity of inventory received:	
Less: Inventory sold	
Less: Inventory giveaway*	
Inventory remaining*	

Sponsor _____ Date _____

Principal _____ Date _____

Assistant Business Manager _____ Date _____

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

High School FUNDRAISER Form

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

Organization: Parent Support Group Campus: JH Date submitted 4-7-22

Fundraising Event: Junior High Dance

Requested fundraising date/dates: May 14, 2022

Vendor (if applicable) _____

Address _____ City/State _____ Telephone _____

List specific items that will be sold: pizza, drinks, candy, entry fee

Price per item: \$ 1 for food/drinks Will customer pay in advance? no

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

What will money raised from this fundraiser be used for? The parent support group for the junior high.

If **NO** vendor is involved; list location of event: Junior High Cafeteria
Estimated cost to organization to start fundraiser \$ _____
How much will you charge your customer? \$ see back Will you accept donations? yes

I, Ashlee Richardson, 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:

Sonya Brown _____ 4-6-22 _____
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

10.C. Board to consider Wade Stanford as designating authority to the Regional Advisory Committee for Region 7

**FORM FOR CERTIFYING THE SUPERINTENDENT TO THE
REGIONAL ADVISORY COMMITTEE
REGION 7 ESC
2022-2023**

SCHOOL DISTRICT: Westwood ISD

COUNTY: Anderson

NAME OF SUPERINTENDENT TO REGIONAL ADVISORY COMMITTEE:
Wade Stanford

CERTIFIED BY: (SIGNATURE) _____
(President, Board of School Trustees)

Name of Board President (Printed or Typed) Dr. Carolyn Booker

DATE OF BOARD MEETING: 04/18/2022

"Region 7 Education Service Center is committed to district, charter, and student success by providing quality programs and services that meet or exceed our customers' expectations."



**Regional Advisory Committee
Officers 2021-2022**

Cody Mize, Chairman

Mineola ISD
Wood County

Jason Marshall, Vice-Chairman

Palestine ISD
Anderson County

Lamond Dean, Secretary/Treasurer

Chapel Hill ISD
Smith County

**Marty Crawford, Commissioner's
Cabinet**

Tyler ISD
Smith County

Executive Committee 2021-2022

Lamont Smith

Elkhart ISD
Anderson County

Lynn Torres

Lufkin ISD
Angelina County

Joe Brannen

New Summerfield ISD
Cherokee County

Brian Gray

White Oak ISD
Gregg County

Rae Ann Patty

Waskom ISD
Harrison County

Corey Jenkins

Trinidad ISD
Henderson County

David Russell

Central Heights ISD
Nacogdoches County

Devin Tate

Beckville ISD
Panola County

Jennifer Johnson

Rains ISD
Rains County

Byron Jordan

Mt. Enterprise ISD
Rusk County

Reese Briggs

Hemphill ISD
Sabine County

Virginia Liepman

San Augustine ISD
San Augustine County

Johnny Lewis

Excelsior ISD
Shelby County

Stan Surratt

Lindale ISD
Smith County

Mike Burns

Big Sandy ISD
Upshur County

Micah Lewis

Grand Saline ISD
Van Zandt County

Rhonda Turner

Quitman ISD
Wood County

February 28, 2022

Dear Superintendent:

Please find enclosed a form for Certifying the Superintendent to the Regional Advisory Committee. This is a form that you will need to take to your Board of Trustees. By signing this form, the Board certifies that as their superintendent, you have their designated authority to serve on the Regional Advisory Committee and execute all documents related to the ESC. The Regional Advisory Committee is comprised of all superintendents/charter school CEO's in our region.

A self-addressed, stamped envelope is enclosed for your convenience. I would appreciate receiving this form by May 18, 2022.

Sincerely,

Todd Schneider

Todd Schneider
Executive Director

TS/pm
Enclosures

10.D. Renewal of Lemon Auctioneer
Presenter: Kyle Johnson

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
(BUYBOARD)
ONLINE AUCTION CONTRACT #620-20
SELLER CONDUCTS ASSET TRACKING**

This Online Auction Contract (the "Contract") is made and entered into this 4th day of April 2022 and will conclude on the 3rd day of April 2024 between Westwood Independent School District, Texas (the "Seller") and Lemons Auctioneers, LLC and Online Pros, (the "Auctioneer").

WITNESSETH:

Seller hereby employs Auctioneer to sell the surplus assets designated by Seller at an online auction at Seller's appointed auction locations.

AUCTIONEER AGREES TO SELL SURPLUS ASSETS DESIGNATED BY SELLER (THE "MERCHANDISE") UPON THE TERMS AND CONDITIONS SET FORTH BELOW:

1. The merchandise shall be sold online on an appointed day, date, and time, and shall be available for preview on an appointed day, date, and time and place. All merchandise shall be sold "AS IS" and "WHERE IS" to the highest bidder, and without warranty except for warranty of title to the merchandise, and shall be auctioned **WITHOUT MINIMUMS, RESERVES, OR CONFIRMATIONS**, unless otherwise agreed to in writing by Seller and Auctioneer. Seller warrants and represents to Auctioneer that Seller has good title to the merchandise and that all such merchandise is free of any liens, claims or encumbrances.
2. The Seller agrees to grant Auctioneer the exclusive right to market and sell the merchandise appointed for auction by Seller. The Seller may add additional merchandise to each auction at any time. Accordingly, the property cannot be withdrawn from the sale by the Seller for any reason without the consent of the Auctioneer in writing or by email. The Seller may not attempt to sell, transfer, destroy, or alter the merchandise during the auction process.
3. Seller shall pay Auctioneer a BuyBoard discount auction sales fee equal to seven percent (7%) commission of the gross proceeds of the sale of all merchandise. Auctioneer will charge a fourteen percent (14%) buyer's premium to buyer's total purchase paid to Auctioneer. Buyer will pay three percent (3%) administration fee of the gross purchase price of each item purchased by such buyer paying by credit card to Auctioneer.
4. Auctioneer agrees to promote the sale of the merchandise by mass e-mail, web analytics, and multiple promotional internet websites or use of personal contacts. The type of promotion will be at Auctioneers sole discretion. Auctioneer shall also place Seller's listing on Auctioneer's Website at www.lemonsauctioneers.com or www.onlinepros.com.
5. Seller shall be responsible for placing all merchandise in the assigned auction areas. Seller shall supply experienced staff to conduct asset tracking and take digital photographs of all merchandise prior to the date of the online auction, conduct preview, and supervise and conduct

Revised 4.4.2022 1

all auction removal.

6. Auctioneer may, at its discretion, display photos or descriptions of the merchandise on a third-party website to market and sell the merchandise. Auctioneer will watermark all photos placed on the internet for marketing purposes to deter fraudulent misuse of photographs.

7. Seller assumes all risk of loss. Auctioneer shall not be responsible, under any circumstances, for any loss, theft, or damage to the merchandise, either at its present location or at the appointed auction locations, whether before, during, or after said auction.

8. Seller shall provide Auctioneer with all information pertaining to the merchandise, but not be limited to a written description, current condition, use, salvage, parts missing, damaged, current title to all titled vehicles, and any available manuals or reports.

9. Seller's name, or designated business name as noted in the Agreement, will be publicized on Auctioneer's website, on any marketing material, third party websites, to promote the sale merchandise.

10 Auctioneer may display Seller's logo on Auctioneer's website, third party websites, and any marketing material to promote the sale merchandise.

11. Auctioneer shall approve all online bidders excluding portable classroom/building buyers, manage the online auction, receive, manage, and disburse all payments, and supply Seller with all buyer information for removal. Seller will be responsible for the approval of all portable building buyers and the approval of all structural moving companies.

12. Auctioneer shall collect all proceeds by cash, major credit card, Cashier's Check or Money Order. Auctioneer shall also offer the option of making payments in cash at its offices located at 18810 Juergen Road, Tomball, Texas. Auctioneer will not be responsible for buyer's who default on payment; however, Auctioneer shall make diligent attempts to collect all monies due to Seller from the proceeds of the auction. If monies are not collected on an item sold by auction, Auctioneer will contact Seller and discuss the option of relisting said merchandise or Seller may remove and dispose of merchandise as Seller sees fit.

13. Seller will not collect any proceeds directly from the winning bidder unless discussed between Seller and Auctioneer.

14. Seller will not release any sold merchandise until the Seller has received verification from Auctioneer that payment has been received from the winning bidder.

15. Seller will be solely responsible for the removal process and deadlines. Auctioneer will supply Seller with a copy of all paid invoices for immediate removal. Merchandise removal shall be on Seller appointed days, dates, and times. All merchandise not removed by the Sellers appointed deadline date shall be considered abandoned and Seller may dispose of said merchandise at its sole discretion.

16. Seller understands that Auctioneer shall deposit all auction proceeds into an Escrow Account located at Woodforest National Bank in Tomball, Texas. Auctioneers are licensed and regulated by the Texas Department of Licensing and Regulation. A license issued by said Department does not imply approval or endorsement of Auctioneer by the State of Texas. If there are unresolved complaints, they can be made by mail to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, or by calling (512) 463-2906.

17. The proceeds from the auction shall be delivered to Seller not later than fifteen (15) banking days, contingent to Auctioneer receiving final online payment. Auctioneer's auction sales fee shall be deducted from the gross proceeds of the auction. Settlement payment may be submitted to Seller by Company Check or Wire Transfer.

18. Auctioneer shall remit to the Texas Comptroller of Public Accounts all sales taxes collected from purchasers that are due and payable to the State of Texas. Auctioneer shall account for noncollection of sales tax to persons or entities holding valid tax exemption or resale certificates. A copy of Auctioneers sales tax number is available upon request.

19. Auctioneer shall furnish to Seller an itemized statement of all auction proceeds. Such statement shall include the lot number and description of all merchandise, the amount collected, and a final accounting of all transactions.

20. Auctioneer shall be responsible for all vehicle and bus title transfers and documentation. Auctioneer will submit to the Texas Department of Motor Vehicles current buyer information for all titled vehicles.

21. Any controversy or claim arising out of or relating to this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

22. This Contract may be terminated by either party upon written notice to the other party given not less than thirty (30) days prior to the auction date.

23. All notice required or permitted to be given to Seller or Auctioneer pursuant to this Contract shall be in writing and sent by certified mail, return receipt requested to the address shown below each parties' signature or by email. Any party may change its address for notice in the manner provided above.

24. Seller represents and warrants to Auctioneer that: (a) Seller has the right, power and authority to appoint the merchandise for sale and to enter into this Agreement and to perform all obligations, the merchandise is, and, until sold, shall remain free and clear of all liens, encumbrances or claims of third parties of any kind whatsoever; (b) good title will pass to the buyer upon sale; (c) there are no restrictions on Auctioneer to reproduce photographs of the merchandise and (d) the information the Seller has provided to Auctioneer in the Agreement is true and correct.

25. The Seller has read and understands the terms and conditions of this agreement. Both

parties acknowledge that they have carefully read this Agreement, understand the contents thereof, and sign this Agreement as their own free act and deed.
It is understood by Seller that, upon execution of this Contract, Auctioneer shall commence to perform all services set out herein.

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING SELLER:

WESTWOOD INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Kyle Johnson

Title: Assistant Superintendent of Finance and Operations

Address: 4524 W. Oak
Palestine, Texas 75802

Date: _____

THE FOLLOWING INDIVIDUALS SHALL BE RESPONSIBLE FOR REPRESENTING AUCTIONEER:

LEMONS AUCTIONEER, LLC AND ONLINE PROS

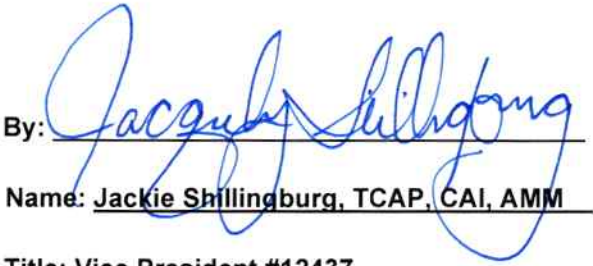
By:  _____

Name: Lori Campbell, TCAP, CAI, GPPA

Title: President #7341

Address: 18810 Juergen Road
Tomball, Texas 77377

Date: 4/4/2022

By:  _____

Name: Jackie Shillingburg, TCAP, CAI, AMM

Title: Vice President #12437

Address: 18810 Juergen Road
Tomball, Texas 77377

Date: 4-4-22

11. **CLOSED SESSION**

11.A. Acknowledge professional contracts

Presenter: Board

11.B. Assistant Principal Westwood Elementary

11.C. Real property

12. Reconvene from Closed Session

Presenter: Dr. Carolyn Booker

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

Presenter: Dr. Carolyn Booker

14. **ADJOURNMENT**

Presenter: Dr. Carolyn Booker

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