Grand Prairie Independent School District

Regular Meeting

Thursday, February 11, 2010 5:30 PM

Agenda of Regular Meeting

The Board of Trustees
Grand Prairie Independent School District

A Regular Meeting of the Board of Trustees of Grand Prairie Independent School District will be held February 11, 2010, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas.

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

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

1. **5:30 P.M. - CALL TO ORDER**
   Announcement by the chairman whether a quorum is present and that notice of the meeting has been properly posted for the time and manner required by law.
2. **5:30 P.M. - ADJOURN TO CLOSED SESSION**
   For the purpose of consideration of matters for which closed or executive sessions are authorized by Title 5, Chapter 551, Texas Government Code §(.071-084), whereupon the Superintendent, at the request of the President of the Board of Education, will present for the Board's discussion the following matters:
   A. Board Discussion of Personnel Matters: Employment, Retirement(s), Termination(s)/Proposed Termination(s), Request(s) for Leave of Absence, Request(s) for Extended Leave Without Pay, Resignation(s), Reassignment(s), Job Abandonment, Proposed Suspension Without Pay, Administrator Contract Recommendations
   B. Discussion of Real Property
   C. Consultation with legal counsel involving pending or contemplated litigation or a settlement offer or on a matter which the School District's legal counsel determines should be confidential including contract negotiations in accordance with Government Code, Sections 551.082, 551.0821 and 551.071, respectively.
3. **7:00 P.M. - RECONVENE IN OPEN SESSION**
   A. Action as a Result of Closed Session
4. **INVOCATION**
   Reverend Jim Reinarz
   First Presbyterian Church
5. **PLEDGE OF ALLEGIANCE**

6. **RECOGNITION OF SPECIAL GUESTS**
7. **OPEN FORUM**
8. **ADOPT AGENDA**
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10. **ACTION ITEMS**
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      Presenter: Ms. Julie Spears
   C. Consider Approval of Revisions to Local Policies Designating the District ADA/Section 504 Coordinators 151
      Presenter: Mr. Tommy Dyar
   D. Consider Approval of Grand Prairie ISD Flexible Benefits Plan 155
      Presenter: Ms. Julie Spears
11. **INFORMATION ITEMS**
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      Presenter: Mr. Tony Innmon

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Presenter: Mr. Kit Mason

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Presenter: Ms. Julie Spears

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Presenter: Ms. Sandra De La Cruz, Ms. Priscilla White, & Mr. Ricky Mitchell

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Presenter: Ms. Linda Ellis and Ms. Debbie Torres

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Presenter: Dr. Vern Alexander and Dr. Susan Gainer

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Presenter: Superintendent and Board of Trustees

H. Review of Board Agenda Calendar 239
Presenter: Superintendent and Board of Trustees

12. **COMMENTS FROM INDIVIDUAL BOARD MEMBERS**

13. **ADJOURNMENT**

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Action

Topic: Consent Agenda

Submitted by: Julie Spears

Departments: Finance, Human Resources

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

RECOMMENDATION:
I recommend that the Board of Education approve the Consent Agenda as presented and authorize the Superintendent to implement such items.

RATIONALE:
All of the items on the Consent Agenda are routine items and can be approved with one motion. However, any member of the Board who desires a discussion on any item can request to remove it from the Consent Agenda. Approval of the Consent Agenda authorizes the Superintendent to implement each item as recommended.

The following Consent Agenda items are presented for the Board's consideration:

A. Minutes of Previous Meetings:
    1. Regular Meeting of January 14, 2010
    2. Special Meeting of January 23, 2010
B. Personnel: Routine Action
    a. Employment, Retirement(s), Termination(s)/Proposed Termination(s), Request(s) for Leave of Absence, Request(s) for Extended Leave Without Pay, Resignation(s), Reassignment(s), Request(s) for Temporary Disability, Job Abandonment, Proposed Suspension Without Pay, Administrative Contract Recommendations
C. Regular Reports of the Superintendent
    1. Budget Revenue and Expenditures
    2. Tax Collections
    3. Budget Amendment #5
    4. Bids for Approval
D. Consider Final Approval of Elementary and Middle School Attendance Zones
E. Approve a Contract with Corgan Architects to Provide Architectural Services for the Design of the Conversions and Renovations to Bonham, Lee, and Crockett
F. Approve a Contract with Corgan Architects to Provide Architectural Services for the Design of the Renovations to the Travis Elementary Annex Building

Minutes of Regular Meeting
The Board of Trustees
Grand Prairie Independent School District
January 14, 2010

A regular meeting of the Board of Trustees of Grand Prairie Independent School District was held January 14, 2010 in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas.

President Johnson called the meeting to order at 5:32 p.m. and stated a quorum was present.

BOARD MEMBERS PRESENT:

Mr. Tim Johnson, President
Mr. Terry Brooks, Vice President
Ms. Bebe Bingham, Secretary
Mr. Chester McCrary
Mr. J.D. Stewart

BOARD MEMBER ARRIVING LATE:

Mr. Mike Skinner

BOARD MEMBER ABSENT

Mr. Paul Martinez

Superintendent Simpson verified that notice of the meeting had been properly posted for the time and manner required by law.

ADJOURN TO CLOSED SESSION

Mr. Johnson adjourned the meeting to a closed session at 5:33 p.m. for the purpose of consideration of matters for which closed or executive sessions are authorized by Title 5, Chapter 551, Subchapters D & E of Texas Government Code Section 418.183(f), whereupon the Superintendent, at the request of the President of the Board of Education, will present for the Board's discussion the following matters:

A. Board Discussion of Personnel Matters: Employment, Retirement(s), Termination(s)/Proposed Termination(s), Request(s) for Leave of Absence, Request(s) for Extended Leave Without Pay, Resignation(s), Reassignment(s), Request(s) for Temporary Disability, Job Abandonment, Contract Void for Lack of Certification
B. Discipline Appeal Hearing
C. Discussion of Real Property
D. Consultation with legal counsel involving pending or contemplated litigation or a settlement offer or on a matter which the School District's legal counsel determines

should be confidential including contract negotiations in accordance with Government Code, Sections 551.082, 551.0821 and 551.071, respectively.

RECONVENE IN OPEN SESSION

Note: Mr. Skinner arrived during the Closed Session.

The meeting was reconvened in open session at 7:20 p.m. on Thursday, January 14, 2010 by President Johnson.

A motion was made by Mr. Brooks, seconded by Mr. Stewart, that the Board of Trustees deny the discipline appeal, thereby upholding the decision of the Administration.

Motion carried 6-0!

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was offered; the colors were presented by the South Grand Prairie High School Color Guard; the Pledge of Allegiance and the Pledge to the Texas flag were given.

BOARD MEMBER COMMENTS

Mr. Terry Brooks said his mother passed away on December 22, 2009. On behalf of the Shirley Day family, he thanked their friends, loved ones, and everyone who made visits and calls, sent cards, and most of all for the prayers. He expressed that it is times like these that really make a difference. This community has shown his family that Grand Prairie is a place where people do care and love each other. Like George Bailey said in *It's a Wonderful Life*, "I feel like I'm the richest man in town." Mr. Brooks thanked everyone from the bottom of his heart, from his dad, and from the rest of the family, for everything.

President Johnson thanked Mr. Brooks for all that he does for GPISD.

RECOGNITIONS

Mr. Sam Buchmeyer, Director of Communications, and Ms. Teri Wilson, Director of Community Relations, recognized the schools receiving Gold Acknowledgment Awards, which recognizes campuses for high performance on indicators other than those used to determine accountability ratings. The following were recognized:

Comparable Improvement in Reading and Commended Science: Barbara Bush Elementary School

Commended Writing: Crockett Elementary School

Comparable Improvement in Reading, Commended Math, Commended Writing, and Commended Science: Austin Elementary School, Powell Elementary School

Commended Math: Daniels Elementary Academy

Commended Math and Commended Science: Dickinson Elementary School, Rayburn Elementary School, Whitt Elementary School

Commended Science: Eisenhower Elementary School, Garner Elementary School

Commended Reading and Commended Math: Fannin Elementary School

Commended Reading, Commended Math, and Commended Science: Florence Hill Elementary School, Marshall Elementary School

Comparable Improvement in Reading: Garcia Elementary School

Comparable Improvement in Reading, Commended Reading, Commended Math, and Commended Science: Moore Elementary School

Commended Math, Commended Writing, and Commended Science: Moseley Elementary School

Commended Math and Commended Writing: Seguin Elementary School

Attendance Rate, Comparable Improvement in Math, and Commended Math: Travis Elementary School

Comparable Improvement in Reading, Commended Math, and Commended Science: Williams Elementary School

Comparable Improvement in Reading, Commended Reading, Commended Math, and Commended Writing: Zavala Elementary School

Comparable Improvement in Math: Adams Middle School, Jackson Middle School, Truman Middle School

Attendance Rate, Commended Reading/ELA, and Commended Social Studies: Reagan Middle School

Comparable Improvement in Reading/ELA: GPHS 9th Grade Center, SGPHS 9th Grade Center

Comparable Improvement in Math and Commended Social Studies: SGPHS

Mr. Buchmeyer presented the "Just for the Kids" awards. The National Center for Education Achievement, in conjunction with "Just for the Kids," has recognized several GPISD schools as part of the 2009 "Just for the Kids" Campaign for Higher Performing Schools in Texas. The following were recognized:

Reading: Bonham Elementary School, Houston Elementary School
Math: Dickinson Elementary School, Moore Elementary School
Writing: Whitt Elementary School, Zavala Elementary School
Social Studies: SGPHS

Mr. Buchmeyer recognized the "Kid Magic" winners, which is a new award to affirm staff members for all the things they do, tangible and intangible, that create "kid magic." Bo Abernathy and Retha Pierce, both teachers at SGPHS 9th Grade Center, received the "Kid Magic" award.

January is School Board Recognition month in Texas. The Board of Trustees received certificates from the Commission of Education, Robert Scott, and Senator Chris Harris. Additionally, Mr. Matt Jack from the office of State Representative Kenny Marchant presented the Board with Congressional Certificates of Recognition.

President Johnson thanked Mr. Jack and Representative Marchant for the recognition and for their support to the District.

On behalf of the entire District and the community, Mr. Buchmeyer, with the help of Great Texas Scholars students, presented gifts to the Board for School Board Recognition month, thanking them for their contribution to GPISD.

OPEN FORUM

Mr. Stretch Rideaux, former GPISD School Board President, and current candidate for the Justice of the Peace, expressed his appreciation for the Board's dedication and hard work. He added that it takes extraordinary people to voluntarily tackle the enormous job of being a school board member and in governing a school district. Mr. Rideaux said he appreciates the actions and decisions that affect the current and future lives of the children in Grand Prairie.

Mr. Wendell Davidson expressed his appreciation to the Board for their hard work and diligence without compensation. He congratulated the Gold Star Performance winners, thanking the principals and administrators for the work they do every day for the children of Grand Prairie. Mr. Davidson said he appreciates that the issues with the Gopher-Warrior Bowl had been resolved.

Ms. Debbie Sims thanked the Board for their service and support to the staff, students, and community, and presented each board member with an umbrella from Seguin Elementary.

President Johnson said it was an honor to serve the citizens of Grand Prairie and all the students. He expressed thanks for the gifts and certificates, and said the greatest gift the Board could ask for is a great future with an education from GPISD.

ADOPT AGENDA

A motion was made by Mr. Brooks, seconded by Mr. Stewart, to adopt the January 14, 2010 agenda as presented.

Motion carried 6-0!

CONSENT AGENDA

The Superintendent recommended the Board adopt the agenda as presented.

A motion was made by Ms. Bingham, seconded by Mr. Skinner, that the Board accept the Consent Agenda as presented.

Items listed on the Consent Agenda: A. Approval of Minutes from Previous Meetings: 1. December 10, 2009, 2. December 12, 2009; B. Personnel: Routine Action – a. Employment, Retirement(s), Termination(s)/Proposed Termination(s), Request(s) for Leave of Absence, Request(s) for Extended Leave Without Pay, Resignation(s), Reassignment(s), Request(s) for Temporary Disability, Job Abandonment; C. Regular Reports of the Superintendent: 1. Budget Revenue and Expenditures, 2. Tax Collections, 3. Investment Report, 4. Budget Amendment #4, 5. Bids for Approval; D. Approval of Amendment #4 with Lincoln Builders for GPHS and SGPHS Renovations and ADA Improvements

Employment: Cody Callahan, Johnson Elementary School; Norma Garcia, GPHS 9th Grade Center; Tamara Head, Reagan Middle School; Blanca McGee, Education Support, Lucy Ozanne, Crockett Elementary School

Resignations: Paul Stoufflet, Grand Prairie High School

Employment on January 14, 2010 Addendum: Crystal Jonas, Moore Elementary School; Lauren Wirth, Crockett Elementary School

Resignations on January 14, 2010 Addendum: Lindsay Bubert, Rayburn Elementary School; Elizabeth Flansburg, Milam Elementary School; Alberto Herrera, Jackson Middle School

Motion carried 6-0!

PUBLIC HEARING: AEIS REPORT

President Johnson opened the Public Hearing for the AEIS Report.

Superintendent Simpson asked Dr. Bret Jimerson, Deputy Superintendent of Educational Operations, to present the 2009-2010 AEIS Report and the Annual Performance Report for GPISD.

Dr. Jimerson shared the AEIS Report, highlighting the following:

- Upward progress each year with the District's accountability ratings
- Positive progress in each subject area and in each student population
- Gains in Math and Science in the low socioeconomic group
- Writing scores are still strong
- Science scores are improving in all groups
- Gains in our Commended scores
- Significant gains in the last two years in the number of high-performing campuses (Recognized or Exemplary)
- Focus is on graduating more students
- TAKS scores have increased significantly in the last two years
- In 23 of 25 tested categories, we are at the Recognized or above category

Board members made brief remarks regarding the positive AEIS report, commending the teachers and administrators for their hard work. President Johnson also thanked the parents and students for their hard work, stating our success is a result of team effort.

CONSIDER APPROVAL OF WAIVER FOR RESTRUCTURING THE SCHOOL DAY FOR 10TH-12TH GRADERS ON PRIMARY ADMINISTRATION OF HIGH SCHOOL LEVEL TAKS

Superintendent Simpson made brief comments regarding the waiver for restructuring the school day. Missy Rowe, Director of Assessment and Research, was available to answer questions. The Administration recommends the Board approve the waiver request.

The Texas Education Agency allows us to request a waiver for 10th, 11th, and 12th grade students who are not participating in the testing. The dates for the tests are March 3, April 27, 28, 29 and/or 30, 2010. Students who have passed the exit level test and have met the requirements will not be required to come to school those days. Students in grades 10 and 11 who are not testing in the subject area that is being tested on one of these days would be allowed to arrive at school at 11:45 a.m. The Campus Improvement Councils and the District Improvement Council have approved this waiver request.

A motion was made by Mr. Brooks, seconded by Mr. Stewart, that the Board of Education support the waiver to allow 10th – 12th graders who are not participating in TAKS testing to arrive at school at 11:45 a.m. on March 3, April 27, 28, 29, and/or 30, 2010.

Ms. Bingham asked for clarification regarding 10th graders, thinking they all had to take the test. Ms. Rowe said because of the requirement for us to provide calculators to the students,

the 10th and 11th graders do not necessarily take the Math and Science tests on the same day. The State dictates which tests are given on which dates.

Motion carried 6-0!

CONSIDER APPROVAL OF 2010-2011 ACADEMIC CALENDAR

Superintendent Simpson made brief comments regarding the 2010-2011 academic calendar, which was presented to the Board at the December board meeting. Calendar A was the favored calendar based on the staff survey and includes a Fair Day. The Administration recommends the Board approve the 2010-2011 school calendar for Grand Prairie ISD.

A motion was made by Mr. McCrary, seconded by Mr. Skinner, that the Board approve the 2010-2011 School Calendar A, as specified, for the Grand Prairie Independent School District.

Motion carried 6-0!

CONSIDER APPROVAL OF THE 2008-2009 ANNUAL FINANCIAL REPORT

Superintendent Simpson stated that the annual financial report for the year ended August 31, 2009, has been completed by the District's auditing firm, Weaver and Tidwell, L.L.P. The financial report contains an unqualified opinion.

Ms. Spears, Assistant Superintendent of Business Operations, and Ms. Carolyn Foster, Director of Finance, presented the 2008-2009 annual financial report.

There is a decrease in the Fund Balance due to a result of increased instructional costs, health insurance costs, and major roofing work. Last year, we received $3.4 million of insurance for hail damage. This year we expended those funds to replace those roofs, which is an ongoing project. The $3.4 million was included in the ending Fund Balance last year.

Ms. Foster pointed out the notes to the financial statement, which provide more detailed information about the financial information being presented. The notes address the Enterprise Fund (Food Service Funds) and Internal Service Fund (payments for health insurance). We had increased costs in the Internal Service Fund, which became a larger deficit. The future for the Internal Service Fund is about to end. We are no longer in the self-funded business for health insurance, but are fully funded with Blue Cross Blue Shield. Plans are in place to pay the deficit down in the next three years.

Exhibit H-3 is the calculation that shows what is considered the optimum Fund Balance for the District. We have excess, undesignated, unreserved General Funds of over $5 million. The State wants to know what the plans are for the excess funds. It is indicated in the report that the excess funds will be used to help pay down the Internal Service Fund.

Ms. Foster highlighted the report showing that the District was in compliance with each major program and internal control (the controls in place in the District concerning our Federal Programs). Also highlighted was the report on internal control over financial reporting and compliance and other matters based on the audit of financial statements.

In closing, Ms. Foster reviewed the summary of the auditors' results of the findings, showing no material weaknesses. We are a low risk auditee. However, in the report of internal control over financial findings, the auditors did identify some material weaknesses and significant deficiencies, which are listed in the report. The management has made plans to correct those weaknesses.

A motion was made by Mr. Brooks, seconded by Ms. Bingham, that the Board of Trustees approve the annual financial report for the year ended August 31, 2009 as presented.

Motion carried 6-0!

President Johnson commended Ms. Spears, Ms. Foster and the auditors for all the time and work put into the report.

Superintendent Simpson echoed Mr. Johnson's comments and thanked the Business office for their hard work, stating this is one of the most transparent audit reports the District has had. She is pleased with the corrective actions that have been taken.

Note: The Board took a brief recess to sign the Great Texas Scholars forms.

CONSIDER APPOINTING A MEMBER OF THE BOARD OF DIRECTORS FOR THE GRAND PRAIRIE TAX INCREMENT FINANCING ZONES

Superintendent Simpson made brief comments regarding the District's participation in the City of Grand Prairie's TIF #1 and #2, recommending the Board appoint Mr. Kit Mason, Executive Director of Facilities, to be a member of the Board of Directors for the Grand Prairie TIF.

A motion was made by Mr. Brooks, seconded by Mr. Stewart, that the Board appoint Mr. Kit Mason, Executive Director of Facilities, to be a member of the Board of Directors for the Grand Prairie Tax Increment Financing Zones.

Motion carried 6-0!

Note: Item 11.E., Notice to Declare Contract(s) Void for Failure to be Fingerprinted, was removed from the Agenda.

INFORMATION ITEMS

Update on 2007 Bond Program Construction Projects

Mr. Tony Innmon with Jones, Lang, LaSalle gave an overview of the current construction projects:

- SGPHS auditorium – scheduled for completion in September 2010
- SGPHS geothermal wells, new gymnasium, locker room, classroom wing, Fine Arts wing, and field and track
- Conversion of Fannin Elementary to Fannin Middle School
- Gopher-Warrior Bowl – repair of the sliding soil and turf in the endzone

Discussion followed regarding (new) attendance zones and how students will be disbursed to Fannin Middle School. Dr. Simpson said a lot of work has gone into adjusting the boundaries/attendance zones to even out the attendance at the elementary and middle schools.

Report of "The Things We Do" At-a-Glance

Superintendent Simpson handed out "The Things We Do" At-a-Glance guide, explaining it is a document that will help answer many of the Board's questions about some of the District's programs. It will continue to change and be improved upon as questions arise. "The Things We Do" At-a-Glance guide was designed to bring into focus some of our major initiatives and how they work together. Dr. Simpson highlighted the different components of the guide and encouraged board members to write down any additional questions they may have.

The Board thanked the Superintendent for "The Things We Do" At-a-Glance guide, stating it was information they have wanted and needed in order to better understand the District's programs and how they fit together.

Review of Board Directives/Requests

Superintendent Simpson said there were no new directives from the December board meeting. No additional directives were given to the Superintendent.

Review of Board Agenda Calendar

Superintendent Simpson reviewed items on the Board Calendar.

- The academic calendar and the AEIS report have now been approved.
- The evaluation of the Superintendent and the Superintendent's contract will take place at a called meeting on Saturday, January 23, 2010, beginning at 8:00 a.m.
- The audit report has been approved.
- We will not need to submit a waiver for class size waivers this year.
- MLK holiday – January 18, 2010: NAACP Banquet at the Ruthe Jackson Center, 6:00 p.m.
- Teacher of the Year Reception – January 21, 2010, 4:30 p.m.
- January is School Board Recognition month

The Superintendent thanked the Board for all they do, stating that without good governance, schools don't work and kids don't learn. What the Board does is incredibly important work to the children of our community and the gift they received is a small token of appreciation.

COMMENTS FROM INDIVIDUAL BOARD MEMBERS

Mr. McCrary said it was refreshing to hear and read what students write about teachers. Tonight's recognition of Mr. Abernathy and Ms. Pierce was very special. He thanked Ms. Spears and Ms. Foster for the work on the audit report. Mr. McCrary quoted a little prayer and shared a book, Same Kind of Different as Me, written by a man from Ft. Worth, recommending it to everyone. Mr. McCrary expressed his concern for the horrible situation in Haiti and encouraged people to make a donation if possible. He said it was an honor to be on the Board.

Mr. Brooks wished everyone a happy 2010, which he believes is going to be greater than 2009. He congratulated all the principals who were recognized and commended all the good things happening in the District.

Ms. Bingham echoed Mr. McCrary and Mr. Brooks and thanked everyone who is involved in the good things going on in the District. She expressed appreciation for those who attended the meeting and commended the students and teachers on the successful test scores. Ms. Bingham wished everyone a happy new year.

Mr. Johnson thanked the Board for allowing him to serve as the President, and thanked Congressman Marchant's office, Texas Commissioner Scott, and Senator Harris's office for the awards given to board members, stating they are greatly appreciated. He said the greatest gift is to see the students who receive an education every day and seeing the principals receiving awards. Success is moving scores and schools; it takes a lot of time and a lot of people. It takes years to see changes in scores because everything is based on building blocks. We don't always see the product – the real changes may be 20 years later. Mr. Johnson said the greatest gift we can gift our students is a great education. GPISD is doing a great job of that. Mr. Johnson thanked everyone for their hard work. 2010 is the beginning of a great decade. He said it's an honor to serve on the Board.

ADJOURNMENT

The meeting adjourned at 8:51 p.m. on Thursday, January 14, 2010 by the president of the Board of Trustees, Mr. Tim Johnson.

Minutes of Special Meeting
The Board of Trustees
Grand Prairie Independent School District
January 23, 2010

A special meeting of the Board of Trustees of Grand Prairie Independent School District was held January 23, 2010 in the Board Conference Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas.

President Johnson called the meeting to order at 8:15 a.m. and stated a quorum was present.

BOARD MEMBERS PRESENT:

Mr. Tim Johnson, President
Ms. Bebe Bingham, Secretary
Mr. Terry Brooks, Vice President
Mr. Paul Martinez
Mr. Chester McCrary
Mr. Mike Skinner
Mr. J.D. Stewart

Superintendent Susan Simpson verified that notice of the meeting had been properly posted for the time and manner required by law.

ADJOURN TO CLOSED SESSION

Mr. Johnson adjourned the meeting to a closed session at 8:16 a.m. for the purpose of consideration of matters for which closed or executive sessions are authorized by Title 5, Chapter 551, Subchapters D & E of Texas Government Code Section 418.183(f), whereupon the Superintendent, at the request of the President of the Board of Education, will present for the Board's discussion the following matters:

A. Consider Superintendent's Performance Evaluation
B. Consider Superintendent's Employment Contract

RECONVENE TO OPEN SESSION

The meeting was reconvened in open session at 11:02 a.m. on Saturday, January 23, 2010 by President Johnson.

A motion was made by Ms. Bingham, seconded by Mr. Mr. Brooks, that the Board of Trustees approve a one-year extension of the Superintendent's contract and increase her base salary by 10%.

Board members complimented Dr. Simpson for the job she has done.

Motion carried 7-0!

ADJOURNMENT

The meeting was adjourned at 11:05 a.m. on Saturday, January 23, 2010 by the President of the Board of Trustees, Mr. Tim Johnson.

February 11, 2010

EMPLOYMENT:

Employee **Bender Jutzi, Leslie K**

Assignment	Criminal Justice	**Location**	Grand Prairie High School
University	Chicago-Kent College of Law		
Degree(s) Earned:	Doctorate	**Major**	Law
Certification	Education Career Alternative Program -Trades & Industrial Education		
Annual Salary*	$47,925	**Prorated Salary**	$24,347
Stipend**	N/A		
Contract Length	01/14/10-06/05/10	**Yrs of Service Received at Induction**	
Replacing	New Position	**Salary of Replaced**	

Employee **Erwin, Jessica**

Assignment	First Grade	**Location**	Seguin Elementary
University	Texas A&M University		
Degree(s) Earned:	Bachelors	**Major**	Interdisciplinary Studies
Certification	Generalist EC-4; ESL EC-4		
Annual Salary*	$46,500	**Prorated Salary**	$23,623
Stipend**	N/A		
Contract Length	01/14/10-06/05/10	**Yrs of Service Received at Induction**	
Replacing	Lynda Harris	**Salary of Replaced**	$49,300

Employee **Huynh, Huy**

Assignment	Math	**Location**	Truman Middle School
University	Baylor University		
Degree(s) Earned:	Bachelors	**Major**	Psychology
Certification	Texas Teachers Alternative Program - Generalist 4-8		
Annual Salary*	$46,700	**Prorated Salary**	$23,225
Stipend**	N/A		
Contract Length	01/19/10-06/05/10	**Yrs of Service Received at Induction**	
Replacing	Mosi Franklin	**Salary of Replaced**	$47,525

Employee **Jackson, Raneshra**

Assignment	Special Education Inclusion	**Location**	Houston Elementary
University	University of Houston		
Degree(s) Earned:	Bachelors	**Major**	Interdisciplinary Studies
Certification	Texas Teachers Alternative Certification Program; Generalist EC-4; Special Education EC-12		
Annual Salary*	$46,500 **Prorated Salary** $21,385	**Stipend****	N/A
Contract Length	01/28/10-06/05/10	**Yrs of Service Received at Induction**	
Replacing	Susan Byrne	**Salary of Replaced**	$66,265

Employee **Loyd, Carmelita**

Assignment	Business	**Location**	9th Grade South Grand Prairie High Scho
University	DeVry University		
Degree(s) Earned:	Bachelors	**Major**	Business Operations
Certification	Business Education 6-12		
Annual Salary*	$46,500 **Prorated Salary** $22,877	**Stipend****	N/A
Contract Length	01/19/10-06/05/10	**Yrs of Service Received at Induction**	
Replacing	Cheryl Pippen	**Salary of Replaced**	$31,120

Employee **Sexton, Amanda**

Assignment	ESL Second Grade	**Location**	Rayburn Elementary
University	Dallas Baptist University		
Degree(s) Earned:	Bachelors	**Major**	Interdisciplinary Studies
Certification	Generalist EC-4; ESL EC-4		
Annual Salary*	$46,900 **Prorated Salary** $23,575	**Stipend****	$1000
Contract Length	01/15/09-06/05/10	**Yrs of Service Received at Induction**	2
Replacing	Lindsay Bubert	**Salary of Replaced**	$46,700

Employee **Wood, Kimberly**

Assignment	Family Consumer Science	**Location**	Kennedy Middle School
University	Saint Francis College		
Degree(s) Earned:	Bachelors	**Major**	Accounting
Certification	Vocational Home Economics Education 6-12		
Annual Salary*	$46,500	**Prorated Salary**	$23,622
Stipend**	N/A		
Contract Length	01/14/10-06/05/10	**Yrs of Service Received at Induction**	
Replacing	Tonya Campbell	**Salary of Replaced**	$50,591

2010-2011 ADMINISTRATOR CONTRACT RECOMMENDATIONS

NAME	POSITION	ASSIGNMENT	CONTRACT TYPE
CENTRAL OFFICE			
ALEXANDER, VERN L	ASSISTANT SUPERINTENDENT	ADMINISTRATION/ACCOUNTABILITY	AO2
BUCHMEYER, SAM C	DIRECTOR	COMMUNICATIONS	AO2
DE LA CRUZ, SANDRA N	ASSISTANT SUPERINTENDENT	EDUCATIONAL SUPPORT	AO2
DYAR, THOMAS A	LEGAL	COUNSEL	AO2
JIMERSON, PHILIP B	DEPUTY SUPERINTENDEN	EDUCATION OPERATION	AO2
SPEARS, JULIE F	ASSISTANT SUPERINTENDENT	BUINESS OPERATIONS	AO2
WILSON, THERESA A	DIRECTOR	EDUCATION FOUNDATION	AO1
BUSINESS OPERATIONS			
BRIDGES, NANCY M	SENIOR EXECUTIVE DIR	HUMAN RESOURCES	AO2
FOSTER, CAROLYN P	EXECUTIVE DIRECTOR	FINANCE	AO2
HARRISON, CALVIN	EXECUTIVE DIRECTOR	ELEMENTARY PERSONNEL	AO2
WALLACE, MICHAEL L	DIRECTOR	PURCHASING	AO1
WHITAKER, NORMAN K	EXECUTIVE DIRECTOR	SECONDARY PERSONNEL	AO2
WILKS, RAY	ACCOUNTANT	FINANCE	AO2
EDUCATIONAL OPERATIONS			
BRIDGES, VICKI	EXECUTIVE DIRECTOR	SECONDARY EDUCATION	AO2
DUBUS, LYLE W	EXECUTIVE DIRECTOR	EXECUTIVE DIRECTOR	AO2
ELLIS, LINDA K	DIRECTOR	CURRICULUM	AO2
GAINER, SUSAN G	DIRECTOR	FINE ART	AO1
JACKS, BELINDA J	DIRECTOR	LIBRARY MEDIA SERVIC	AO1
MASON, KIT A	EXECUTIVE DIRECTOR	EXECUTIVE DIRECTOR	AO2
MATHIEU, TROY A	DIRECTOR	ATHLETICS	AO1
MIDKIFF, DEBRA J	DIRECTOR	ADVANCED ACADEMICS	AO1
MILHAM, SHARON C	EXECUTIVE DIRECTOR	ELEMENTARY EDUCATION	AO2
MORAZZANO, LORAINE V	DIRECTOR	STAFF DEVELOPMENT	AO2
OWNBY, ANITA	EXECUTIVE DIRECTOR	ELEMENTARY SCHOOLS	AO2
WHITE, PRISCILLA J	EXECUTIVE DIRECTOR	TEACHING & LEARNING	AO1
ZIEGLER, JAMES R	DIRECTOR	CAREER & TECHNOLOGY	AO1
INSTRUCTIONAL DELIVERY			
JONES, TY	MANAGER	DATA AND ASSESSMENT	AOP
MANTEROLA, SHARON	DIRECTOR	INSTRUCTIONAL TECHNOLOGY	AO1
ROWE, MELISSA M	DIRECTOR	ASSESSMENT & RESEARC	AO1
SECONDARY PRINCIPALS			
GRANT, DONNA G	PRINCIPAL	HIGH SCHOOL	AO1
MARCHEL, JUSTIN M	PRINCIPAL	MIDDLE SCHOOL	AO1
RAPIER, KERRY D	PRINCIPAL	ALTERNATIVE EDUCATIO	AO1

Note: AO1= Administrator 1-year 2010-2011 AO2=Administrator 2010-2012

TORO, JULIO C	PRINCIPAL	9TH GRADE	AO1
VILLARREAL, VICKI	PRINCIPAL	HIGH SCHOOL	AO2
WHITE, MESHELLEY L	PRINCIPAL	MIDDLE SCHOOL	AO1

ELEMENTARY PRINCIPALS

AILARA, MICHELLE D	PRINCIPAL	ELEMENTARY	AO1
BARTLETT, DONALD M	PRINCIPAL	ELEMENTARY	AO1
BLANCHARD, CHARLES P	PRINCIPAL	ELEMENTARY	AO1
BRINKLEY, EMILY K	PRINCIPAL	ELEMENTARY	AO2
CARLISLE, WHITNEY M	PRINCIPAL	ELEMENTARY	AO1
CRUMLEY, ALISHA D	PRINCIPAL	ELEMENTARY	AO2
DAVIS, TRACI M	PRINCIPAL	ELEMENTARY	AO1
GILLIAM, TANYA R	PRINCIPAL	ELEMENTARY	AO1
HANSON, CHRISTY L	PRINCIPAL	ELEMENTARY	AO1
HARKRIDER, TIMOTHY T	PRINCIPAL	ELEMENTARY	AO1
JONES, THELMA V	PRINCIPAL	ELEMENTARY	AO2
LESLEY, ANGELA D	PRINCIPAL	ELEMENTARY	AO2
MCGRUDER JR, STERLIN H	PRINCIPAL	ELEMENTARY	AO2
MEYER, SUSAN M	PRINCIPAL	ELEMENTARY	AO2
MOLINAR, LISA MICHELLE	PRINCIPAL	ELEMENTARY	AOP
NUNEZ, JEAN	PRINCIPAL	ELEMENTARY	AO1
POTUCEK, ANN	PRINCIPAL	ELEMENTARY	AO1
SILVA, OLGA	PRINCIPAL	ELEMENTARY	AO1
SIMS, DEBORA K	PRINCIPAL	ELEMENTARY	AO1
SMITH, MARY A	PRINCIPAL	ELEMENTARY	AO1
WALKER, TONIA L	PRINCIPAL	ELEMENTARY	AO1
WIGGINS, VIKKI K	PRINCIPAL	ELEMENTARY	AO2

EDUCATIONAL SUPPORT

BOOZER, DEBRA Y	COORDINATOR	PROJECT ASPIRE	AO1
BRANTLEY, SHARON B	COORDINATOR	SPECIALIZED PROGRAMS	AO1
CUMMINGS, ELIZABETH A	COORDINATOR	ASSESSMENT/RELATED S	AO1
ESPARZA, GINA	COORDINATOR	AARA/NCLB	AO1
FAULKS-JACKSON, JOYCE	EXECUTIVE DIRECTOR	SPECIAL EDUCATION	AO2
GORDON, DOROTHEA	STRATEGISTS	INNOVATION AND SUPPO	AO1
MARTIN, MARY E	DIRECTOR	EARLY CHILDHOOD	AO1
MINKHA, ADISA K	COORDINATOR	DATA & COMPLIANCE	AO1
MITCHELL, RICHARD D	EXECUTIVE DIRECTOR	STATE/FEDERAL/STUDEN	AO2
PARKS-KIRK, DIANA S	COORDINATOR	INSTRUCTIONAL SUPPORT/INCLUSI	AO1
SCHENCK, MAGDA I	DIRECTOR	BILINGUAL ESL	AOP
SHULL, PATRICIA L	COORDINATOR	HEALTH SERVICES	AO1
YELVERTON, DEBISU	DIRECTOR	COUNSELING SERVICES	AOP

ASSISTANT PRINCIPALS & HIGH SCHOOL DEANS

ANDERSON, ANNA	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
BAYLOR, APRYL D	HIGH SCHOOL DEAN	INSTRUCTION	AO1

Note: AO1= Administrator 1-year 2010-2011 AO2=Administrator 2010-2012

BERNARD, NNEKA S	ASSISTANT PRINCIPAL	9TH GRADE	AO1
BOROWCZAK, AMANDA R	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
BRIDGES, CATHERINE S	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
BURKETT, JERRY R	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
CHAPPELL, FELICIA L	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
CUNNINGHAM, LESLIE L	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
DAVILA-TIJERINA, SANDRA	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
DAVIS-RODDY, CHARLENE	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
DEES, JOHN R	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
EVINK, ELIZABETH E	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
FAWCETT, ROBIN S	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1
FOWLER, LETYCIA L	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1
GIPSON, JONATHAN R	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
HEIMANN, SUSAN J	HIGH SCHOOL DEAN	INSTRUCTION	AO1
HOLLAND, JENNIFER	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
HOLT, ROBERT J	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1
HORTON, CHERYL V	HIGH SCHOOL DEAN	INSTRUCTION	AO1
JONES, CHRISTOPHER L	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
JONES, LARRY W	ASSISTANT PRINCIPAL	9TH GRADE	AO1
KOUREY, NASSEF Z	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1
LAFFEY, RICHARD S	HIGH SCHOOL DEAN	STUDENTS	AO1
LINDSTROM III, WILLIAM C	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
LOWMAN, JANA K	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
MARTINEZ, ERNESTO A	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
MAYNARD-WALTER, MARVA	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
MUHAMMAD, GERALD	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
NEAL, JENNIFER H	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
NEELY, MARILYN J	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1
NOLEN, EMILY E	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
OLIVER, JENNIFER A	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
OWEN, MICHELLE L	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
PHILLIPS, KEVIN	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1
POPE, CHAD W	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
QUINTANA, MICHAEL	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
REBARCHEK, JODI L	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
RHODES, LESLEY L	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1
RIDEAUX, GENEVA	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
SCHELL, MARIA D	HIGH SCHOOL DEAN	STUDENTS	AO1
SCROGGINS, SHARON	ASSISTANT PRINCIPAL	9TH GRADE	AO1
SHAW, APRIL	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
SHEPHERD, TIMOTHY B	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
SIMMONS, NATASHA	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
SMITH JR, PAUL S	ASSISTANT PRINCIPAL	9TH GRADE	AO1
SOSA, CHRISELDA	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
TESMER, KAREN A	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
THATCHER, ALYSSA B	ASSISTANT PRINCIPAL	ELEMENTARY	AOP
THREETS, ANTHONY	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1

VILLARREAL, RAQUEL S	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
WALKER, HOLLYE M	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
WALLACE, DONNA G	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1
WALLACE, ROBERT W	HIGH SCHOOL DEAN	STUDENTS	AO1
WALLER, ROB W	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
WARFIELD, MARKEBA	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
WHITE, RUTH H	HIGH SCHOOL DEAN	INSTRUCTION	AO1
WHITLEY JR, EDWARD N	ASSISTANT PRINCIPAL	ALTERNATIVE EDUCATION	AO1
WHITMAN, ROBERT C	ASSISTANT PRINCIPAL	MIDDLE SCHOOL	AO1
WILLIAMS, CATHERINE S	HIGH SCHOOL DEAN	INSTRUCTION	AO1
WILLIAMS, EDDIE D	ASSISTANT PRINCIPAL	ELEMENTARY	AO1
WILLIAMSON, ANTONIO R	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1
WOLD, KEVIN	ASSISTANT PRINCIPAL	9TH GRADE	AO1
YOUNG, JOHN M	ASSISTANT PRINCIPAL	HIGH SCHOOL	AO1

NON-EXTENDED 2-YEAR ADMINISTRATIVE CONTRACTS- (COMPLETING CURRENT 2009-2011 AO2 CONTRACTS)

DIXON, MARVA	EXECUTIVE DIRECTOR	INNOVATION
BRINKLEY, MICHAEL	PRINCIPAL	MIDDLE SCHOOL
EDWARDS, MICHAEL	PRINCIPAL	MIDDLE SCHOOL
LESTER, CHARLES	PRINCIPAL	MIDDLE SCHOOL
RAMIREZ, SUSANNA	PRINCIPAL	MIDDLE SCHOOL
WALSH, JOHN	PRINCIPAL	MIDDLE SCHOOL
SHEPHERD, LESLEE	PRINCIPAL	9TH GRADE
SPEARS, CRAIG	PRINCIPAL	HIGH SCHOOL
SHOWELL, JOSEPH	PRINCIPAL	HIGH SCHOOL

Note: AO1= Administrator 1-year 2010-2011 AO2=Administrator 2010-2012

GRAND PRAIRIE ISD
BUDGET REVENUE and EXPENDITURES

EXPENDITURES

FUND CODE	DESCRIPTION	January 2009-10 Monthly Activity	2009-10 FYTD Activity	2009-10 Revised Budget	2009-10 FY %
11	INSTRUCTION	8,894,730.43	42,941,342.57	107,724,474.00	39.86%
12	INST. RESOURCES & MEDIA SVCS	318,138.67	1,150,269.57	3,370,319.00	34.13%
13	CURRICULUM DEV.& INST.STF DEV	64,996.23	286,554.12	1,229,345.00	23.31%
21	INSTRUCTIONAL LEADERSHIP	225,547.75	1,252,014.55	3,095,229.00	40.45%
23	SCHOOL LEADERSHIP	991,697.73	5,952,404.64	12,418,715.00	47.93%
31	GUIDANCE & COUNSELING	626,527.00	3,370,710.13	8,434,018.00	39.97%
32	SOCIAL WORK SERVICES	31,791.30	131,020.36	394,665.00	33.20%
33	HEALTH SERVICES	196,820.51	877,762.76	2,371,512.00	37.01%
34	PUPIL TRANSPORTATION	166,381.32	1,300,970.21	3,018,620.00	43.10%
36	COCURR./EXTRACURR.ACTIVITIES	248,077.66	1,581,935.58	2,977,253.00	53.13%
41	GENERAL ADMINISTRATION	758,178.93	3,077,259.94	8,432,184.00	36.49%
51	PLANT MAINTENANCE & OPERATIONS	1,614,273.45	8,174,165.99	19,420,976.00	42.09%
52	SECURITY & MONITORING SERVICES	24,268.96	187,655.37	1,149,987.00	16.32%
53	DATA PROCESSING SERVICES	204,163.73	1,063,587.81	3,247,126.00	32.75%
61	COMMUNITY SERVICES	43,683.48	250,728.36	417,353.00	60.08%
81	FACILITIES ACQ. & CONSTRUCTION	416,486.65	1,159,507.15	1,509,499.00	76.81%
95	PYMTS.TO JJAEP PROGRAMS	10,384.00	71,544.00	145,000.00	49.34%
97	PMTS TO TIF	0.00	0.00	2,162,400.00	0.00%
99	OTHER INTERGOVERNMENTAL CHARGE	-141,422.00	1,168.76		
		14,694,725.80	72,830,601.87	181,518,675.00	40.12%

REVENUE

	OBJECTIVE	January 2009-10 Monthly Activity	2009-10 FYTD Activity	2009-10 FYTD Revised Bdgt	2009-10 FY %
	LOCAL REVENUE	18,928,557.62	30,523,351.26	54,139,169.00	56.38
	STATE REVENUE	0.00	57,977,497.83	125,678,651.00	46.13
	FEDERAL REVENUE	1,521,540.20	1,639,112.44	580,000.00	282.61
	OTHER RESOURCES	0.00	0.00	1,251,300.00	
		20,450,097.82	90,139,961.53	181,649,120.00	

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
PROPERTY TAX COLLECTION REPORT
FOR THE PERIOD ENDING DECEMBER 31, 2009

Maintenance & Operation (M&O)

	2009-10	2009-10	December 2009-10	FYTD Activity	2009-10 FYTD
Description	Original Budget	Revised Budget	Monthly Activity	2009-10	Unencumbered Bal
LOCAL TAXES-CURRENT	47,850,119.00	48,505,769.00	7,877,655.81	10,312,184.08	38,193,584.92
REFUND	-		-	-	
LOCAL TAXES-PRIOR YR	900,000.00	900,000.00	208,635.74	423,181.31	476,818.69
CED TAXES-PRIOR YEARS	200.00	200.00	-	-	200.00
PENALTY/INTEREST/MIS	500,000.00	500,000.00	24,121.45	148,920.03	351,079.97
CED PENALTY/INTEREST/MIS	200.00	200.00	-	-	200.00
TOTAL	49,250,519.00	49,906,169.00	8,110,413.00	10,884,285.42	39,021,883.58

Interest & Sinking (I&S)

Account Level	2009-10	2009-10	Decmber 2009-10	FYTD Activity	2009-10 FYTD
Description	Original Budget	Revised Budget	Monthly Activity	2009-10	Unencumbered Bal
LOCAL TAXES - CUR YR L	19,696,676.00	19,696,676.00	3,219,237.18	4,214,118.02	15,482,557.98
LOCAL TAXES - PRIOR YEAR	204,000.00	204,000.00	81,093.01	154,260.05	49,739.95
PENALTY/INTEREST/DEL	153,000.00	153,000.00	8,161.48	46,238.66	106,761.34
TOTAL	20,053,676.00	20,053,676.00	3,308,491.67	4,414,616.73	15,639,059.27

TAX LEVY	70,279,458.13
M&O Collection	8,110,413.00
I&S Collection	3,308,491.67
Total Monthly Tax Collection	11,418,904.67
Total FYTD Tax Collection	15,298,902.15
Collection Rate	16.25%

This report is prepared in accordance with Section 31.10 of the Texas Property Tax Code.

Julie F. Spears, Asst. Supt. Of Business Operations

Board of Trustees meeting: February 11, 2010

BUDGET AMENDMENT #5 11-Feb-10

REVENUE		2009-10 Original Budget	2009-10 Amended #1	2009-10 Amended #2	2009-10 Amended #3	2009-10 Amended #4	2009-10 Amended #5
199 R 00 57xx 00 000 0 00 000	LOCAL REVENUE	54,139,169.00	54,139,169.00	54,139,169.00	54,139,169.00	54,139,169.00	54,139,169.00
199 R 00 58xx 00 000 0 00 000	STATE REVENUE	123,217,590.00	113,173,359.00	113,173,359.00	113,173,359.00	113,173,359.00	113,173,359.00
199 R 00 59xx 00 000 0 00 000	MISC FEDERAL REVENUE	580,000.00	580,000.00	580,000.00	580,000.00	580,000.00	580,000.00
199 R 00 79xx 00 000 0 00 000	OTHER RESOURCES	0.00	0.00	1,251,300.00	1,251,300.00	1,251,300.00	1,251,300.00
266 R 00 5929 00 000 0 00 000	SFSF - PER CAPITA ALLOTMENT	0.00	3,709,597.00	3,709,597.00	3,709,597.00	3,709,597.00	3,709,597.00
266 R 00 5929 00 000 0 00 000	SFSF - FOUNDATION ALLOTMENT	0.00	8,795,695.00	8,795,695.00	8,795,695.00	8,795,695.00	8,795,695.00
	TOTAL REVENUE	**177,936,759.00**	**180,397,820.00**	**181,649,120.00**	**181,649,120.00**	**181,649,120.00**	**181,649,120.00**

EXPENDITURES		2009-10	2009-10	2009-10	**2009-10**	**2009-10**	**2009-10**
Fund Code	DESCRIPTION	**Revised Budget**	**Amended Budget #1**	**Amended Budget #2**	**Amended Budget #3**	**Amended Budget #4**	**Amended Budget #5**
11	INSTRUCTION	105,824,500.00	107,824,500.00	107,824,500.00	107,824,474.00	107,724,474.00	107,763,495.00
12	INST. RESOURCES & MEDIA SVCS	3,370,319.00	3,370,319.00	3,370,319.00	3,370,319.00	3,370,319.00	3,370,319.00
13	CURRICULUM DEV.& INST.STF DEV	1,229,345.00	1,229,345.00	1,229,345.00	1,229,345.00	1,229,345.00	1,177,067.00
21	INSTRUCTIONAL LEADERSHIP	3,096,229.00	3,096,229.00	3,096,229.00	3,095,229.00	3,095,229.00	3,095,229.00
23	SCHOOL LEADERSHIP	12,417,689.00	12,417,689.00	12,417,689.00	12,418,715.00	12,418,715.00	12,422,792.00
31	GUIDANCE & COUNSELING	8,434,018.00	8,434,018.00	8,434,018.00	8,434,018.00	8,434,018.00	8,433,018.00
32	SOCIAL WORK SERVICES	394,665.00	394,665.00	394,665.00	394,665.00	394,665.00	394,665.00
33	HEALTH SERVICES	2,371,512.00	2,371,512.00	2,371,512.00	2,371,512.00	2,371,512.00	2,371,712.00
34	PUPIL TRANSPORTATION	2,968,620.00	3,018,620.00	3,018,620.00	3,018,620.00	3,018,620.00	3,018,620.00
36	COCURR./EXTRACURR.ACTIVITIES	2,977,253.00	2,977,253.00	2,977,253.00	2,977,253.00	2,977,253.00	2,987,433.00
41	GENERAL ADMINISTRATION	4,056,784.00	4,056,784.00	4,056,784.00	8,056,784.00	8,432,184.00	8,431,984.00
51	PLANT MAINTENANCE & OPERATIONS	19,086,296.00	19,295,876.00	19,295,876.00	19,420,976.00	19,420,976.00	19,420,976.00
52	SECURITY & MONITORING SERVICES	1,149,987.00	1,149,987.00	1,149,987.00	1,149,987.00	1,149,987.00	1,149,987.00
53	DATA PROCESSING SERVICES	3,247,126.00	3,247,126.00	3,247,126.00	3,247,126.00	3,247,126.00	3,247,126.00
61	COMMUNITY SERVICES	400,452.00	417,353.00	417,353.00	417,353.00	417,353.00	417,353.00
81	FACILITIES ACQ. & CONSTRUCTION	73,619.00	258,199.00	1,509,499.00	1,509,499.00	1,509,499.00	1,509,499.00
95	PYMTS.TO JJAEP PROGRAMS	145,000.00	145,000.00	145,000.00	145,000.00	145,000.00	145,000.00
97	PMTS TO TIF	2,162,400.00	2,162,400.00	2,162,400.00	2,162,400.00	2,162,400.00	2,162,400.00
99	OTHER INTERGOVERNMENTAL CHARGE	4,275,400.00	4,275,400.00	4,275,400.00	275,400.00	0.00	0.00
	EXPENDITURES	**177,681,214.00**	**180,142,275.00**	**181,393,575.00**	**181,518,675.00**	**181,518,675.00**	**181,518,675.00**

FUNCTION 13	Reclassify funds to FUNCT 11 to cover expenditures previously covered by ARI/ARM		
FUNCITON 36	Cover cost of stolen baseball equipment		

GRAND PRAIRIE INDPENDENT SCHOOL DISTRICT
BIDS FOR APPROVAL
February 11, 2010

BID NO.	CATEGORY	AMOUNT	RECOMMENDATION	SUBMITTED BY
GPISD CH(LEGAL): Professional Services	Annual Software License, Maintenance, and Support	$111,516.00 (IDEA Part B Special Education Funds)	Spectrum K12 School Solutions	Department/Campus J.Jackson Purchasing M. Wallace Finance J. Spears
DIR	Dell laptop carts for Crockett 5th Grade Center (4), 1 replacement each for Bowie, Seguin, Milam, & Marshall	$203,090.88 (Federal Stimuls funds)	Dell, Inc.	Department/Campus L.DuBus Purchasing M. Wallace Finance J. Spears

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Action

Topic: Consider Approval of Middle and Elementary Attendance Zones

Submitted by: Kit Mason

Department: Operations and Facilities

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

RECOMMENDATION:

It is recommended the Board of Trustees approve the attached proposed attendance zone changes for Adams, Arnold, Fannin, Jackson, and Kennedy Middle Schools as well as Eisenhower, Daniels, Travis, and Garcia Elementary Schools for the 2010-2011 school year.

RATIONALE:

Projected shifts in student population have made it necessary to adjust some of the 2010-2011 Elementary and Middle School attendance zones. The Adams/Fannin proposed changes are requested to lower the projected number of students at an overcrowded Adams and increase the numbers at Fannin. The additional changes help to equalize the student numbers projected to attend Arnold, Kennedy, and Jackson Middle Schools.

Boundary changes are also requested between Eisenhower and Daniels as well as between Travis and Garcia attendance zones to help balance expected enrollments.

BUDGETARY INFORMATION:

None

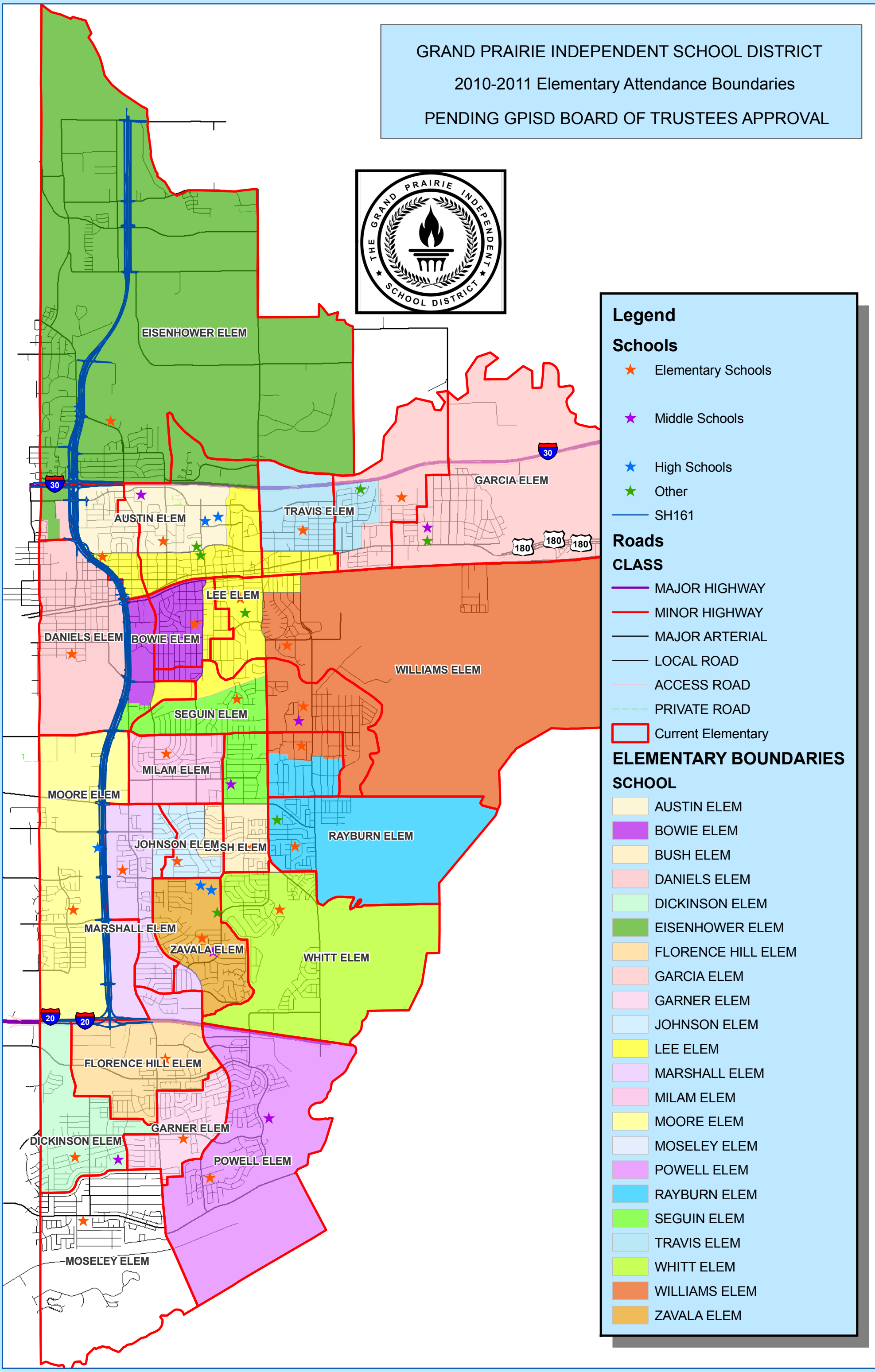
BOARD POLICY REFERENCE AND COMPLIANCE:

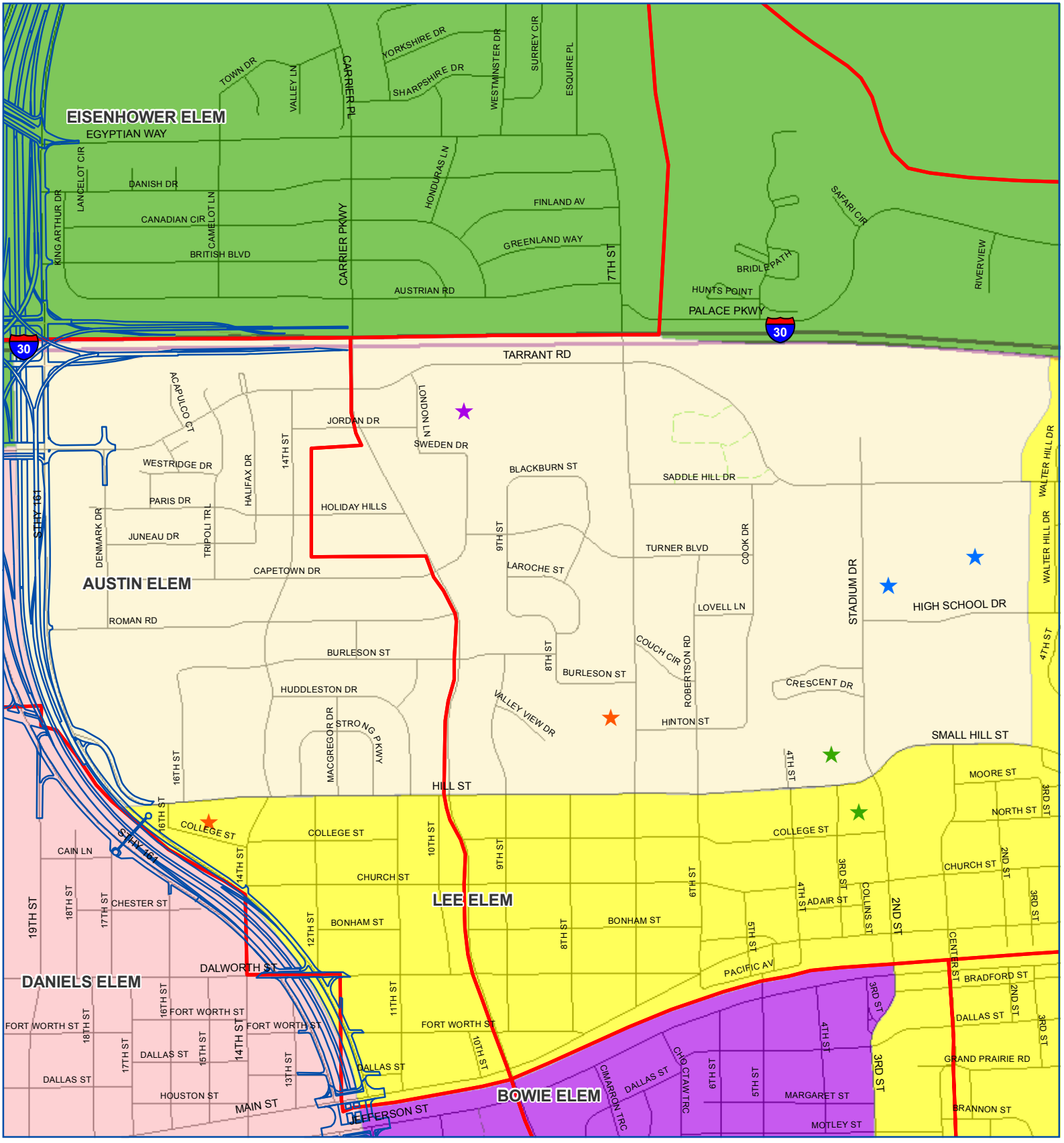
FC (Local)

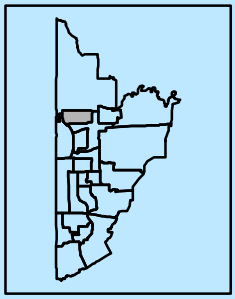
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

PENDING GPISD BOARD OF TRUSTEES APPROVAL







GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

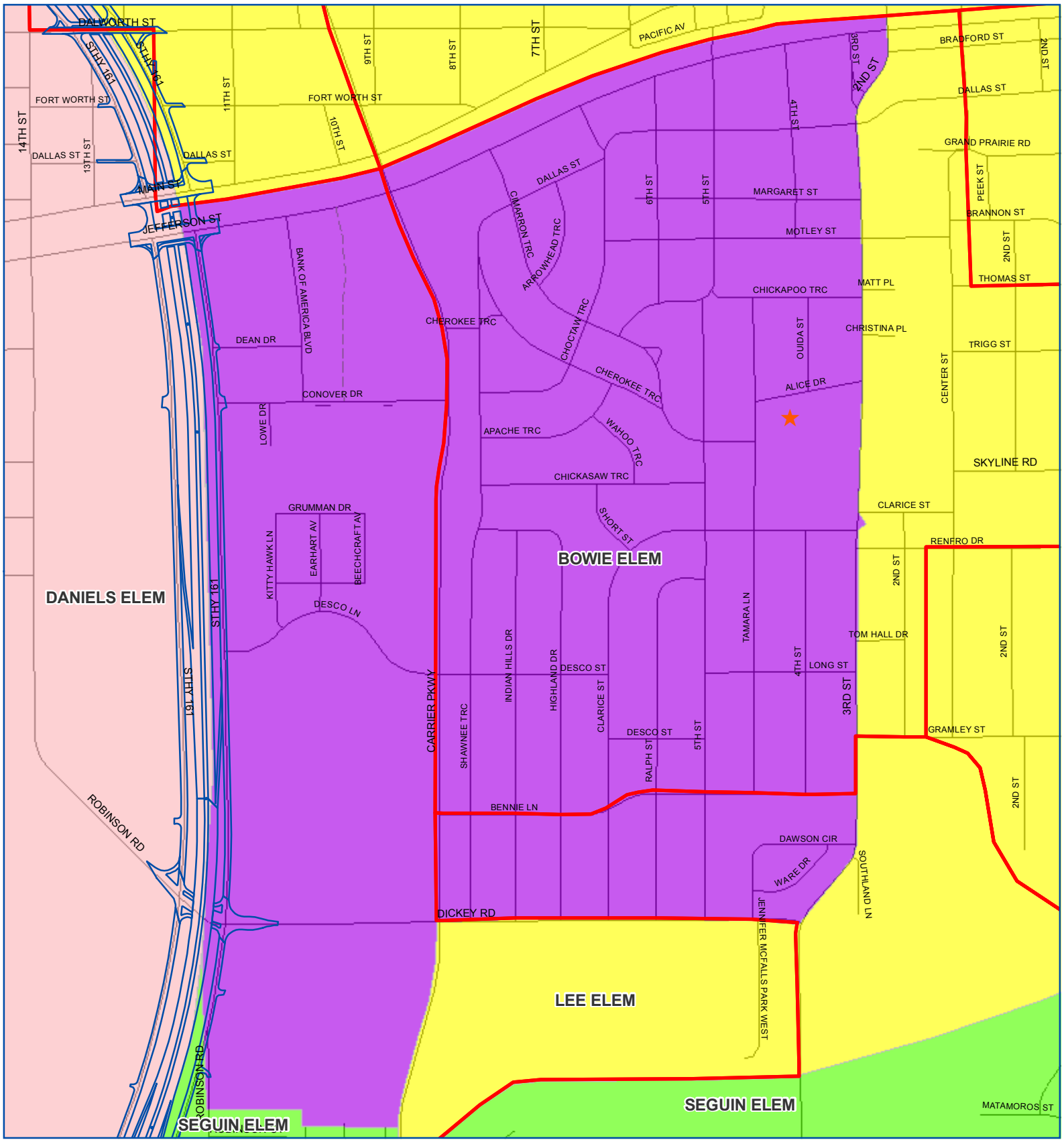
AUSTIN ELEM

Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

Current Elementary
SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

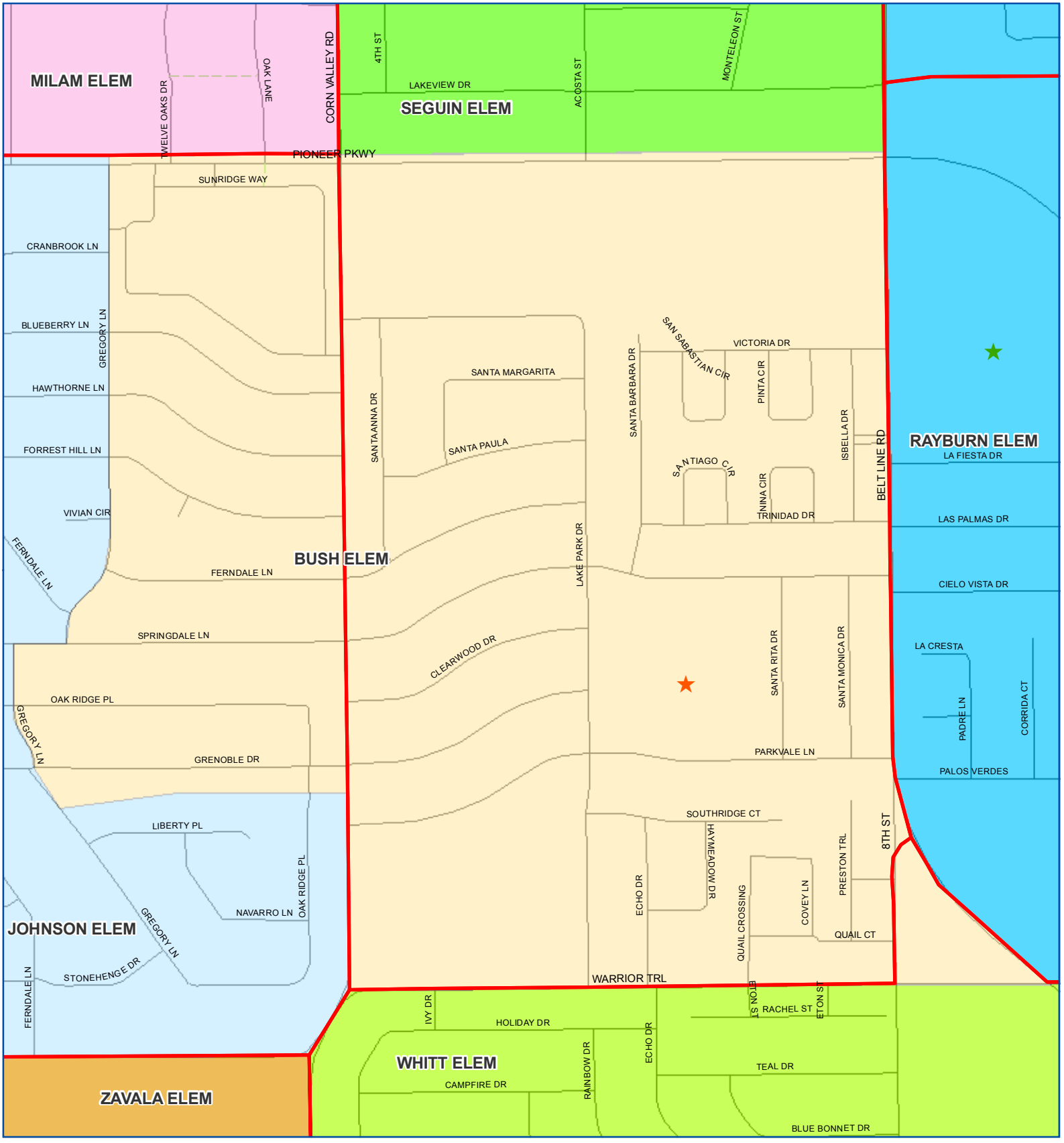
BOWIE ELEM

Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

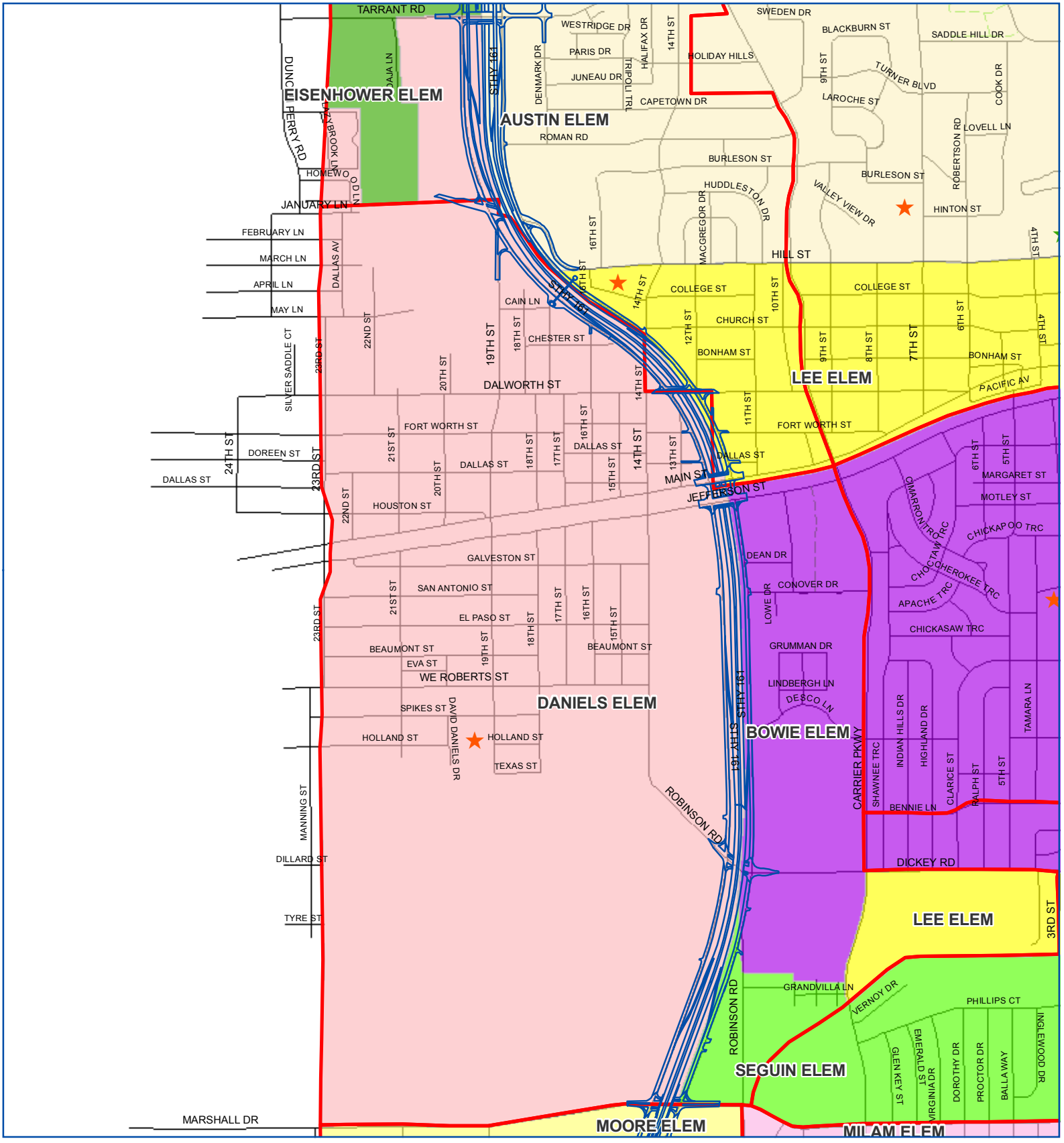
BUSH ELEM

Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

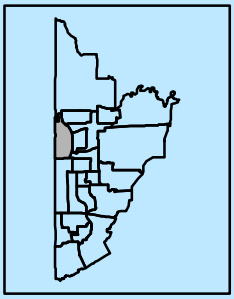
Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

DANIELS ELEM

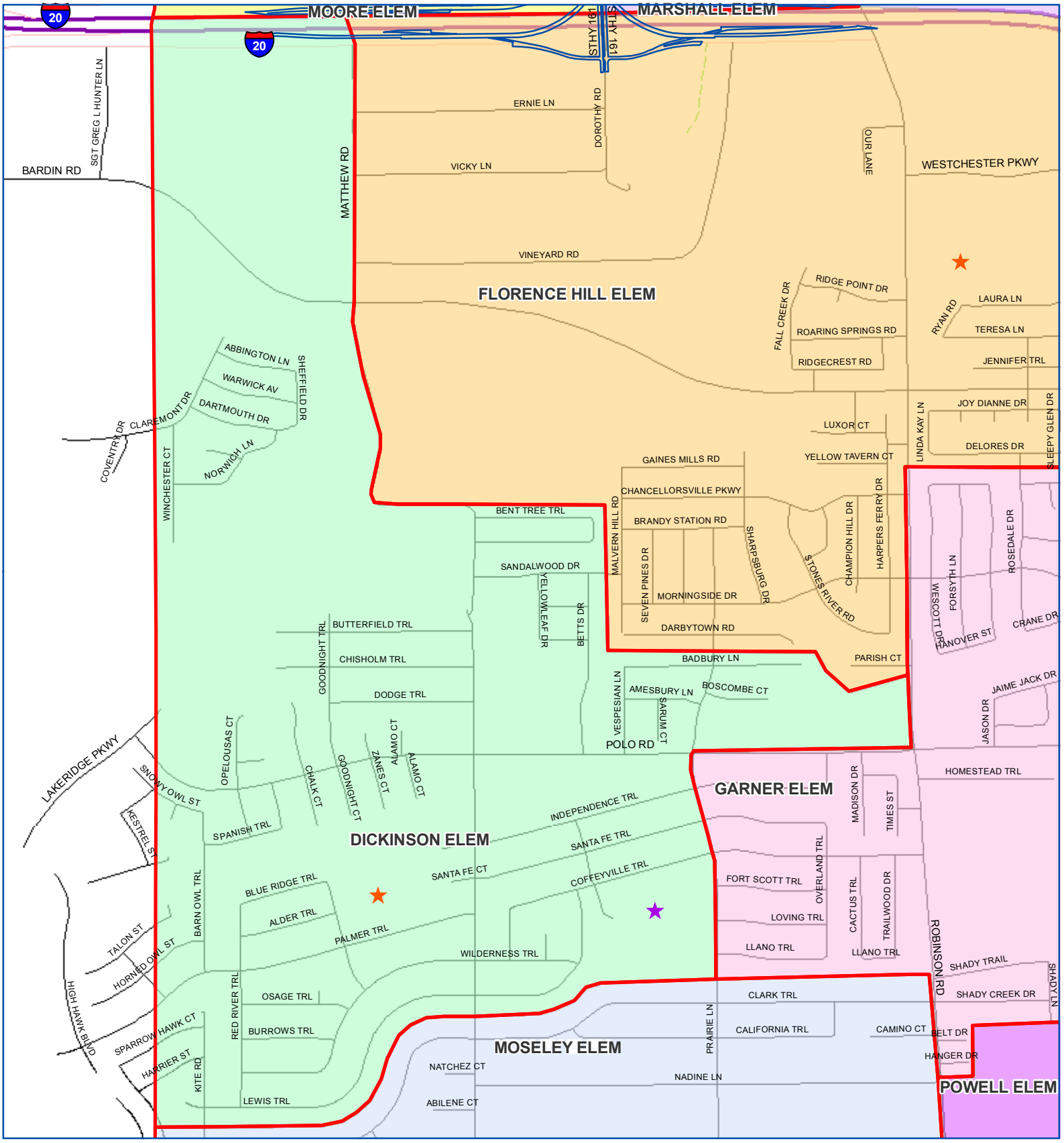


Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

DICKINSON ELEM

Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD

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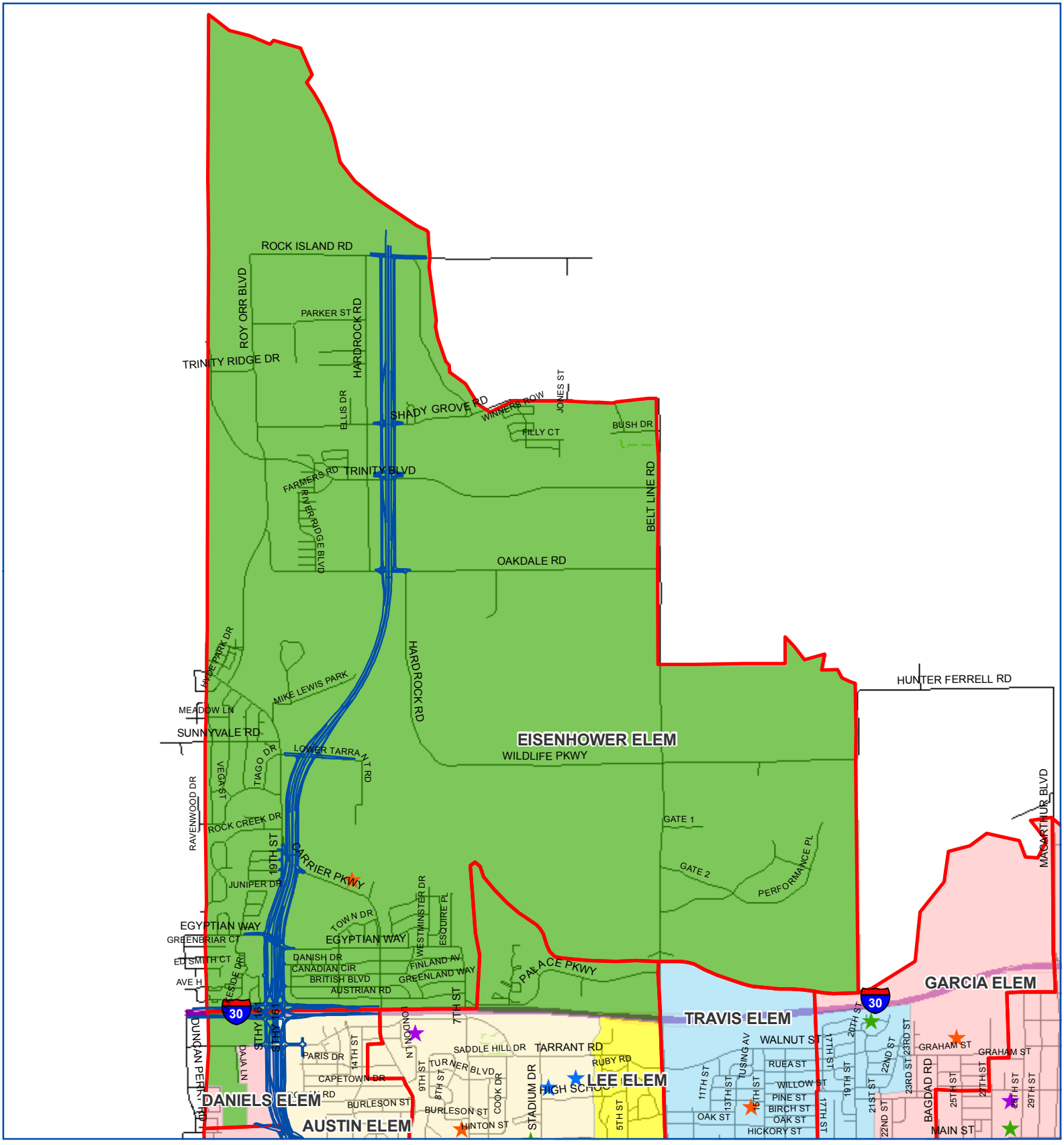
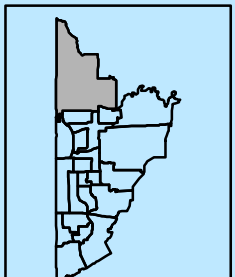


GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

EISENHOWER ELEM

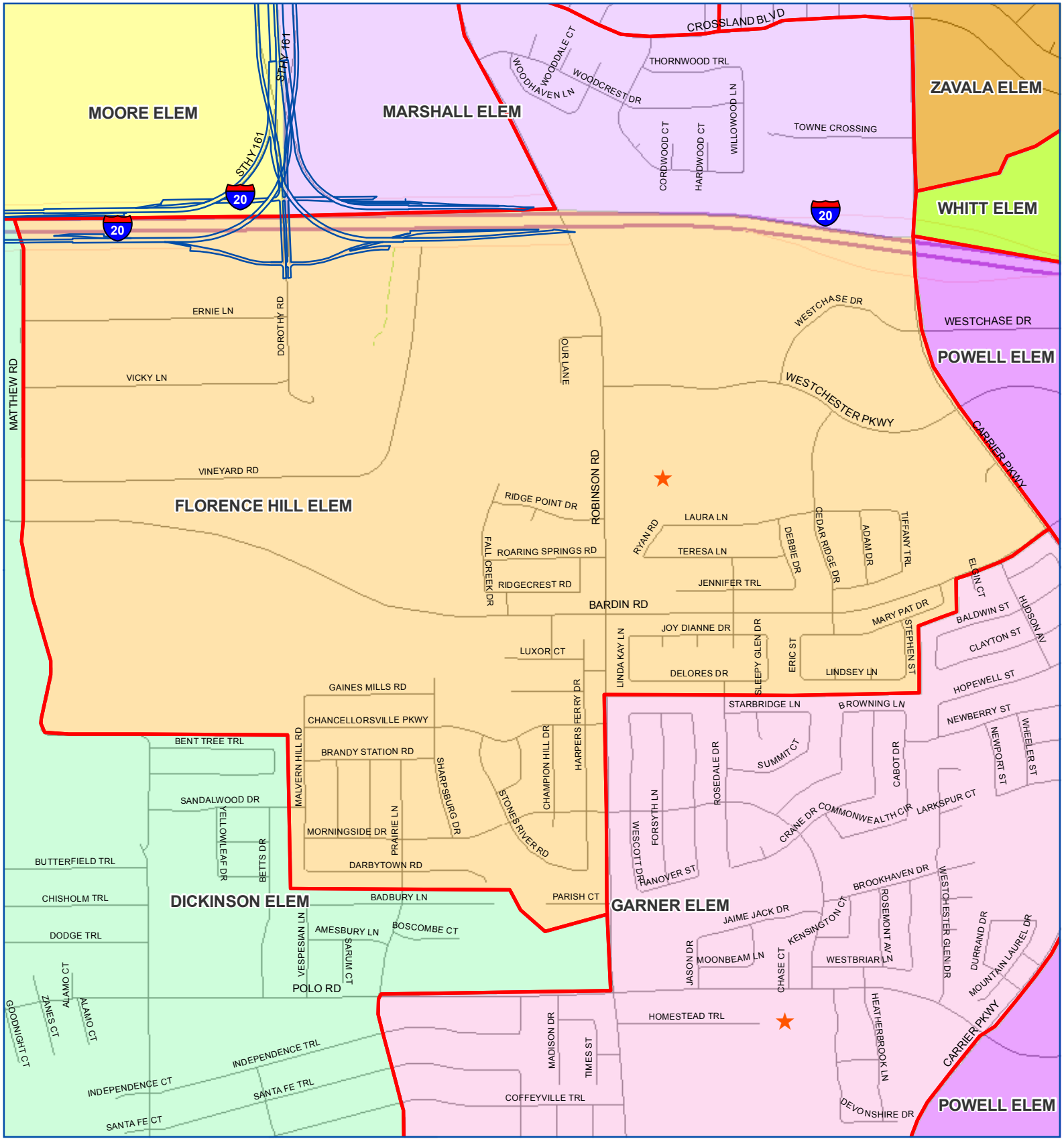


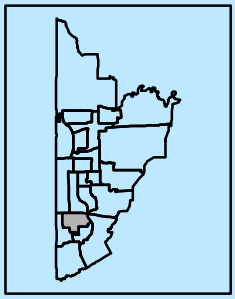
Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD





GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

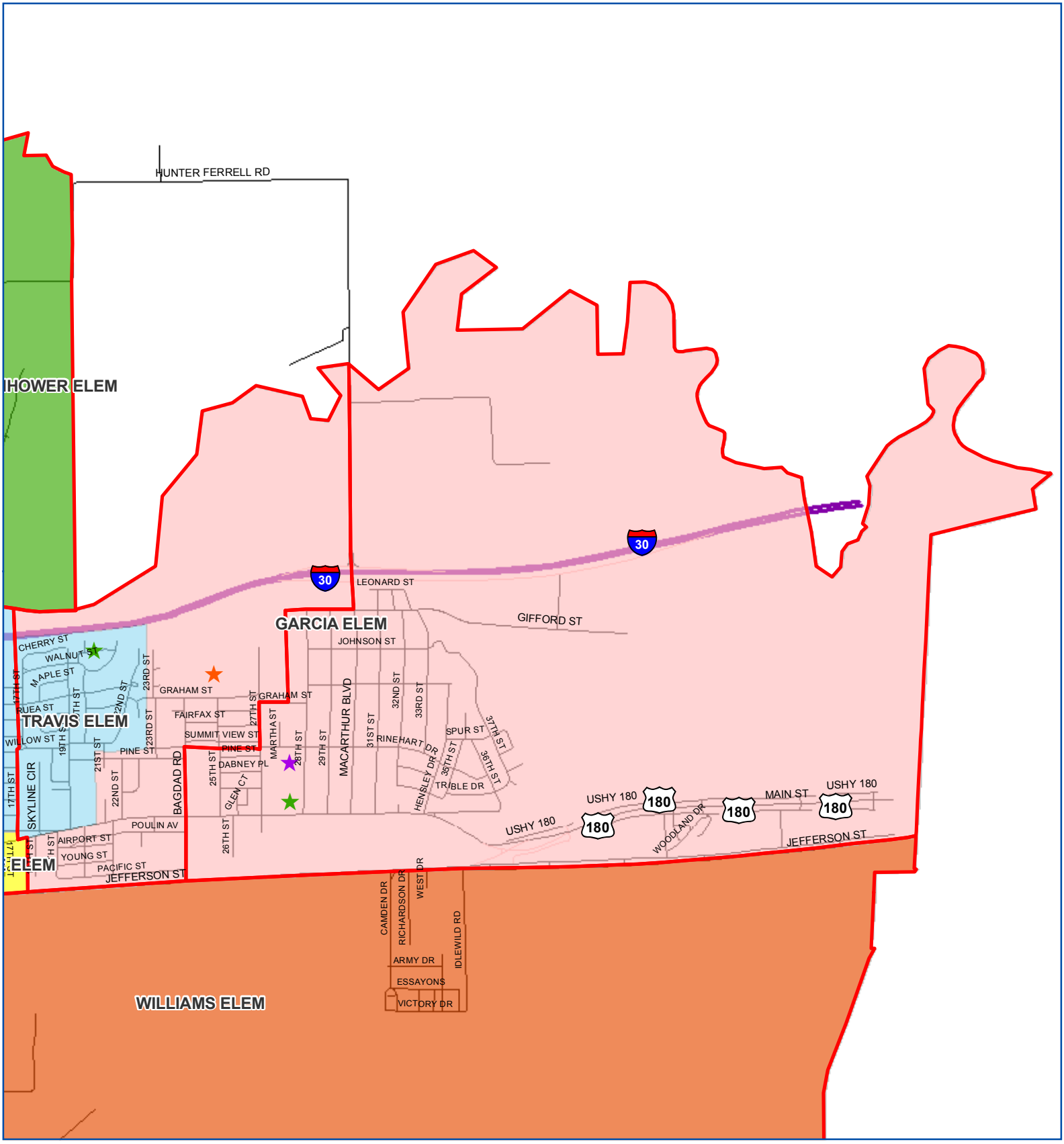
FLORENCE HILL ELEM

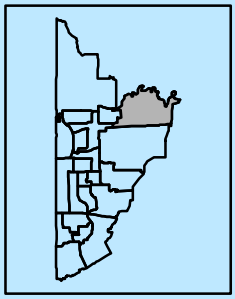
Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD





GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

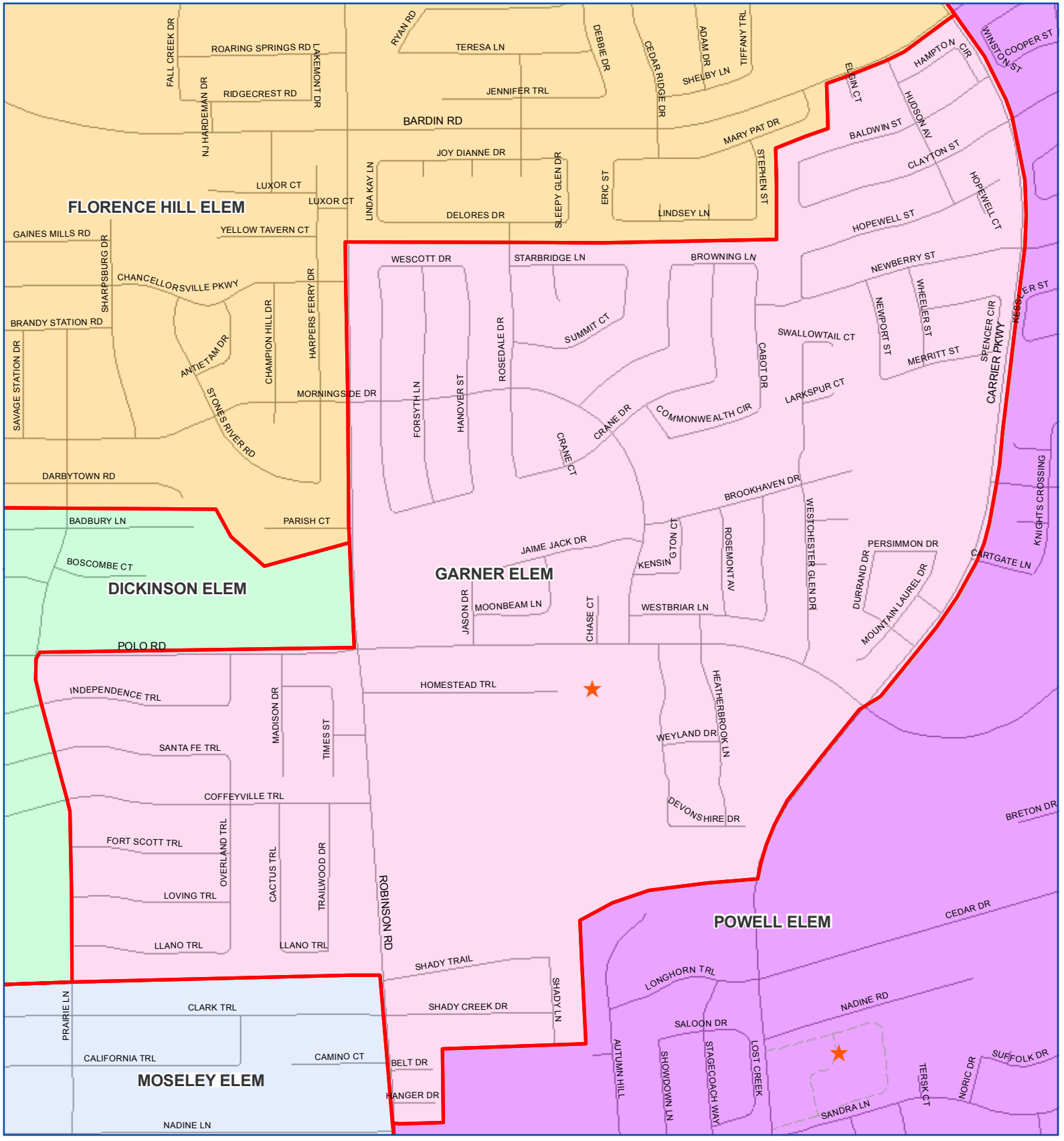
GARCIA ELEM

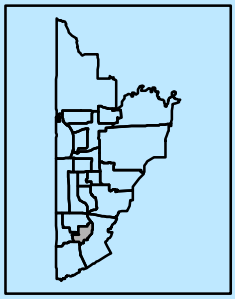
Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD





GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

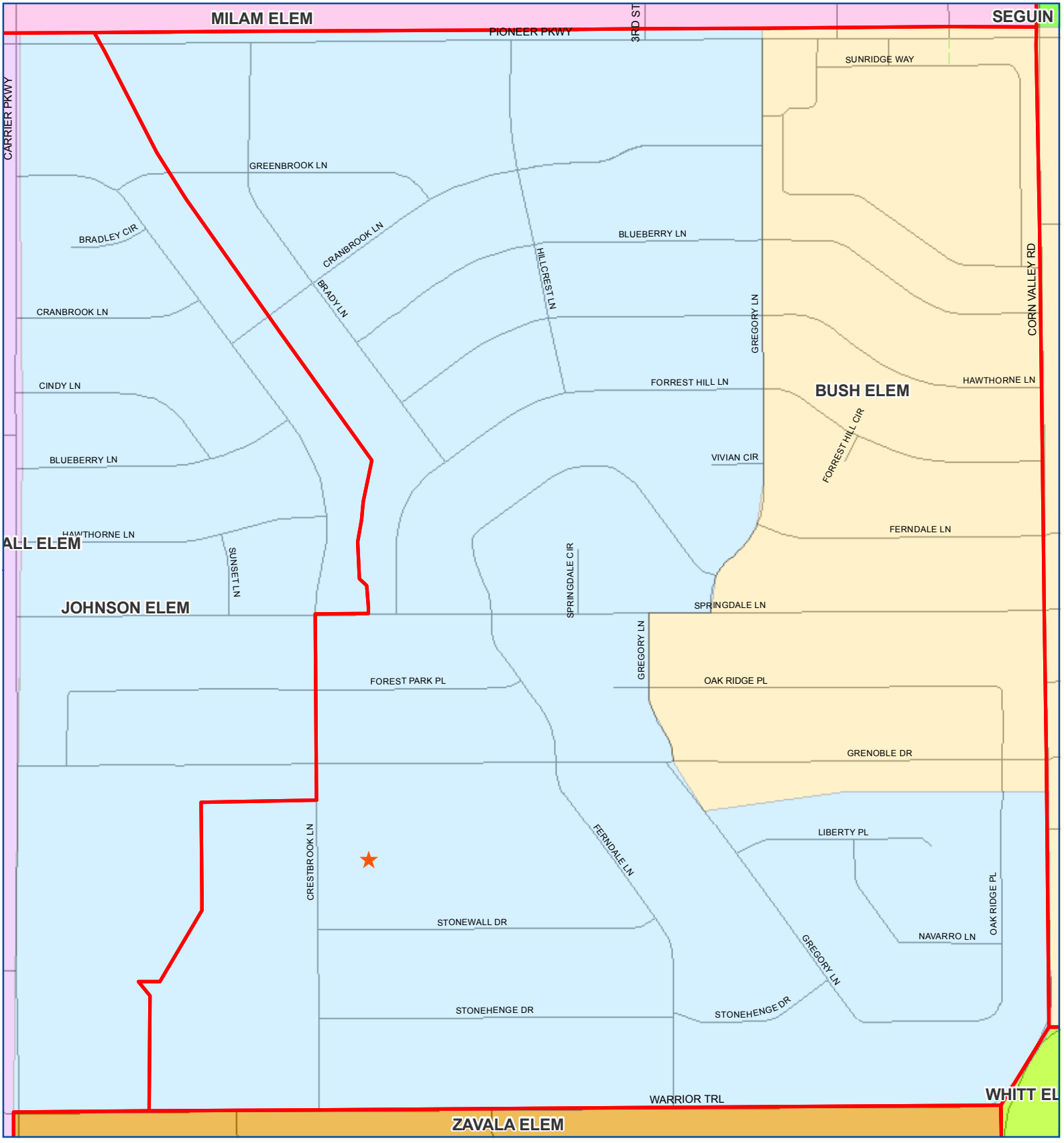
GARNER ELEM

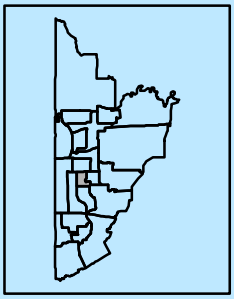
Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD





GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

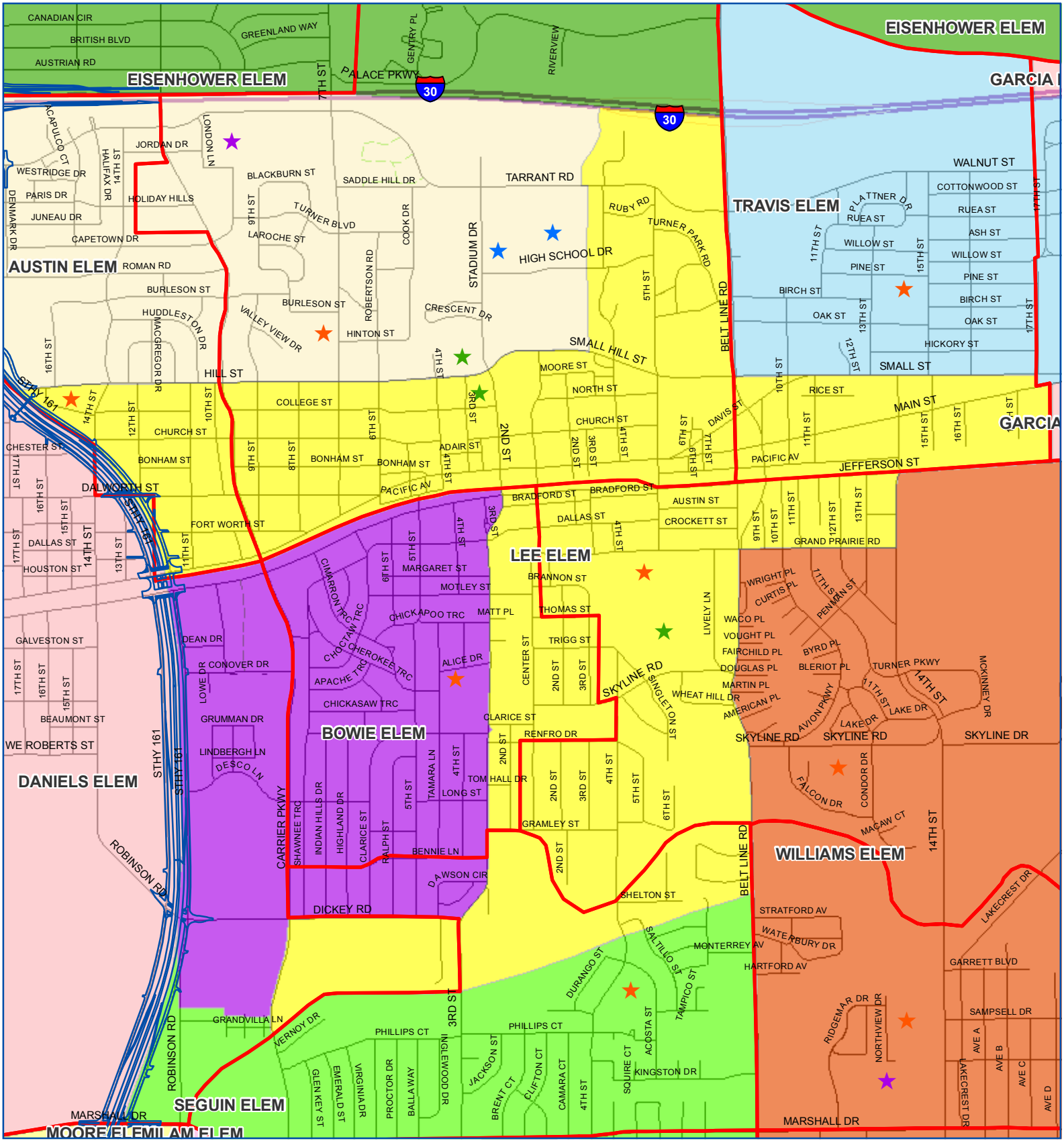
JOHNSON ELEM

Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

LEE ELEM

Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD

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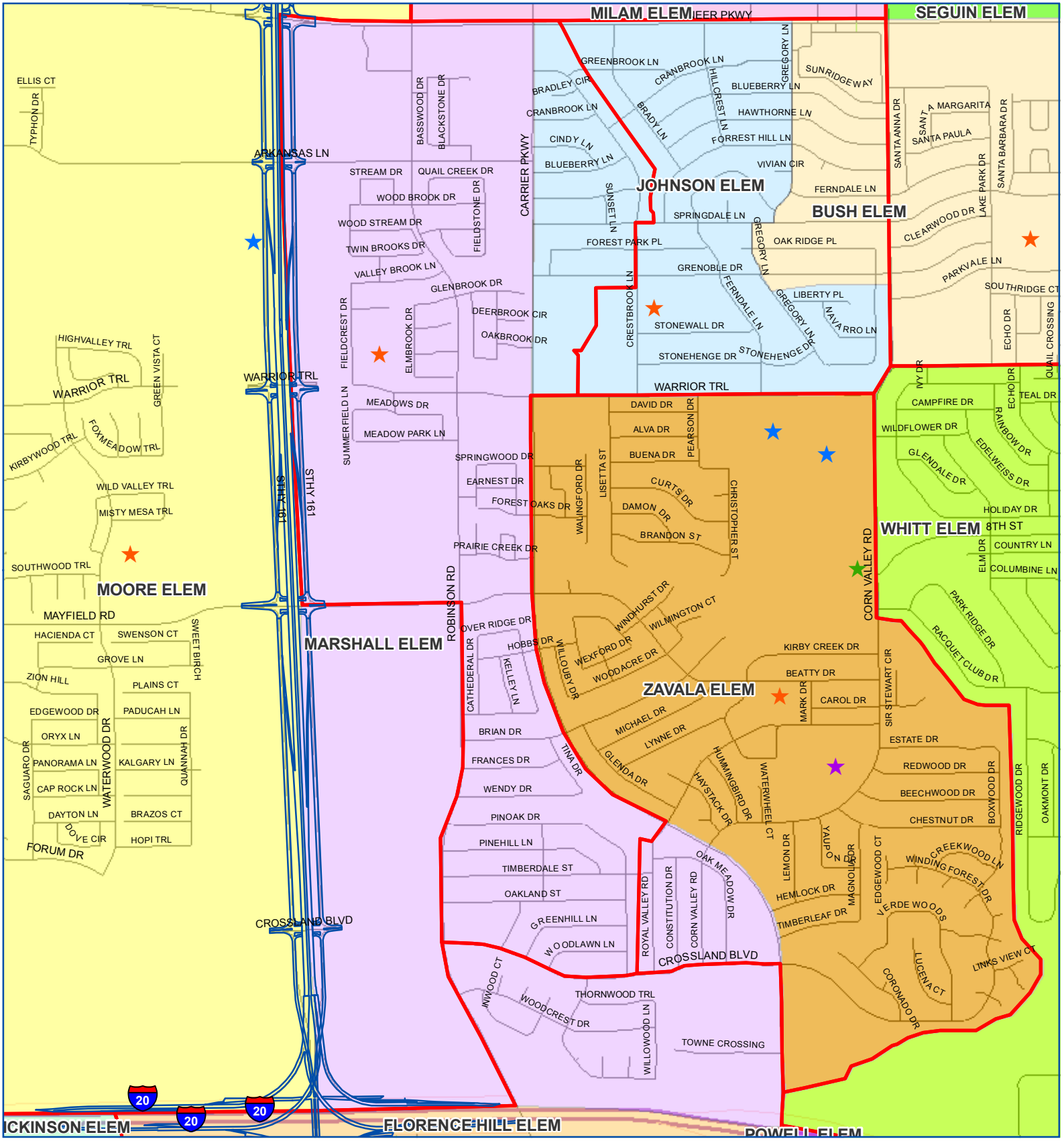


GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

MARSHALL ELEM

Legend

Schools

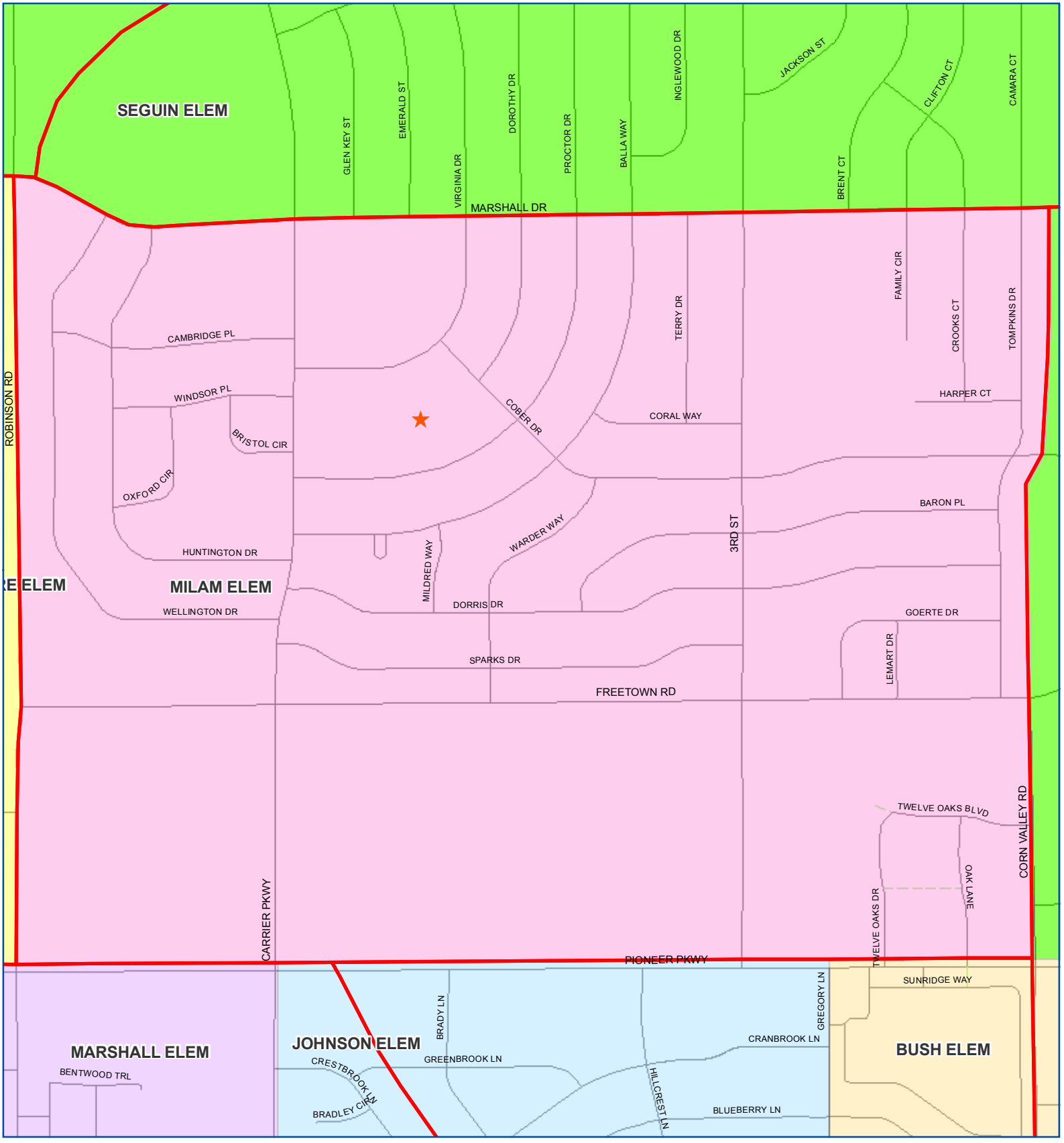
- Elementary Schools
- Middle Schools
- High Schools
- Other

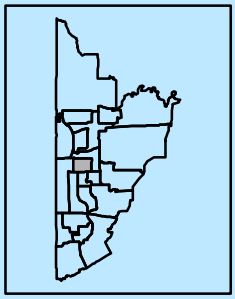
- Current Elementary
- SH161

Roads

CLASS

- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD





GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

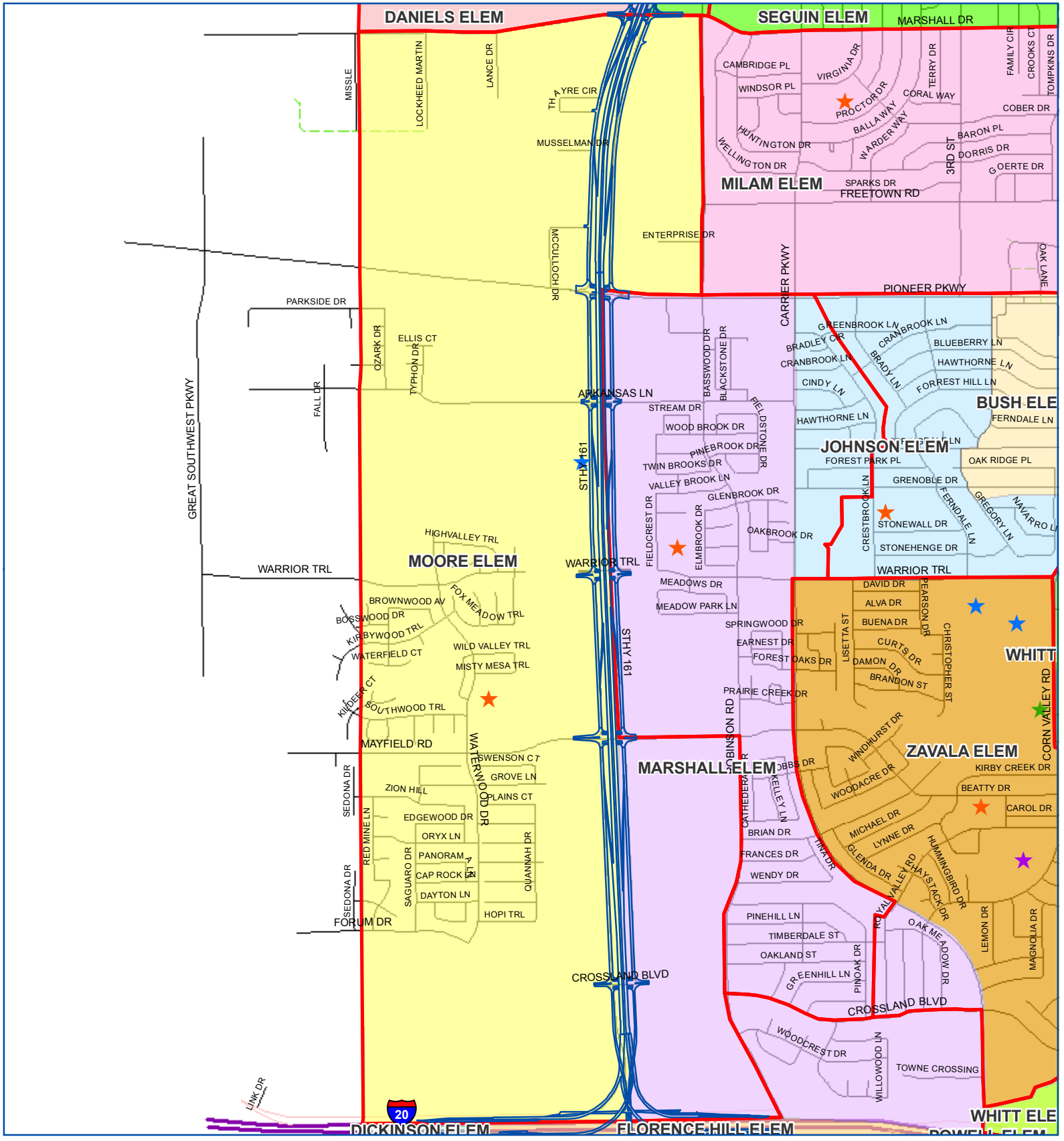
MILAM ELEM

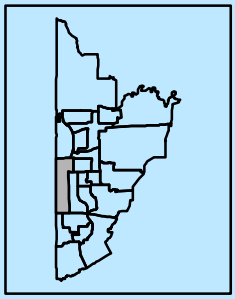
Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD





GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

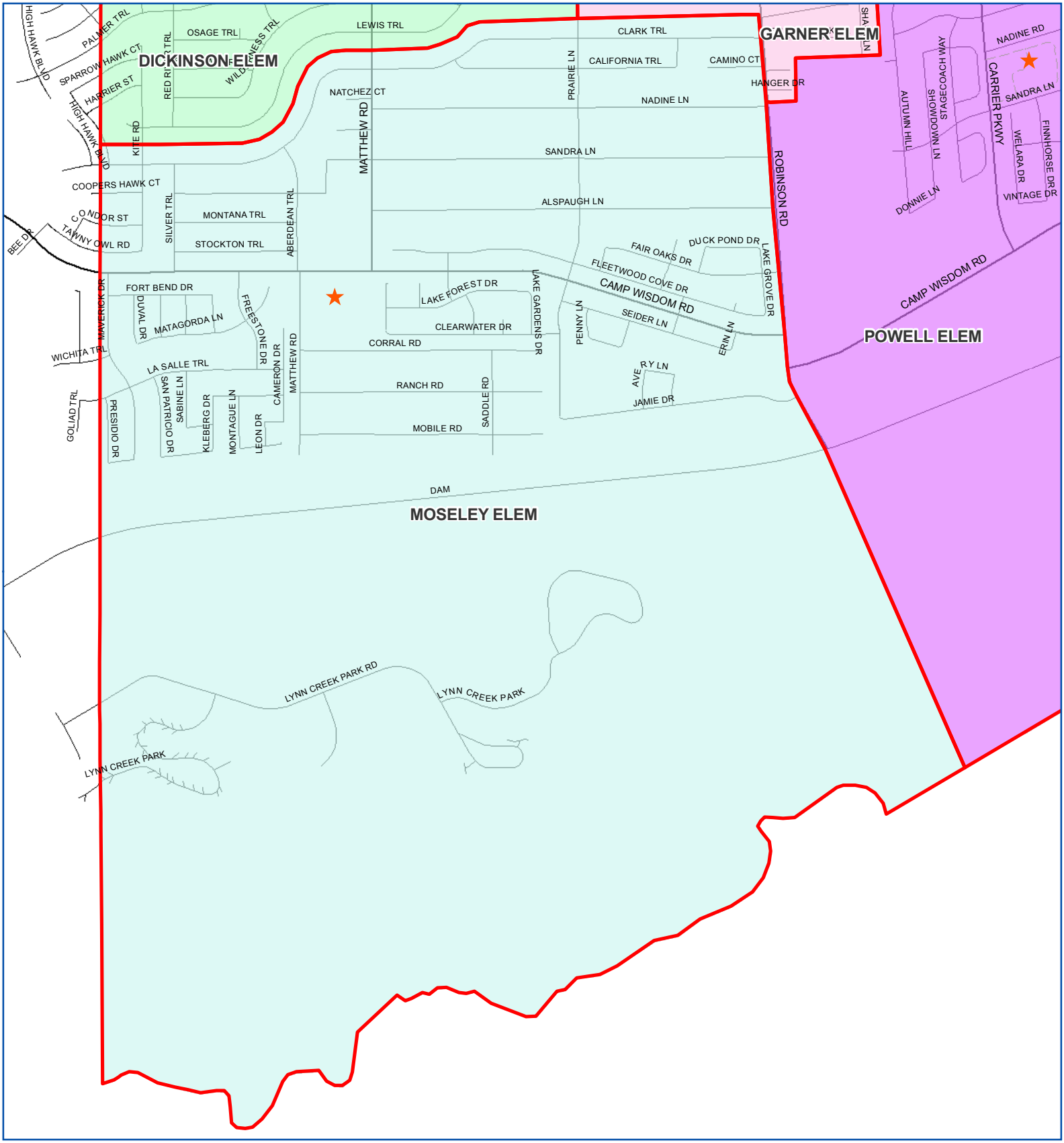
2010-2011 Elementary Attendance Boundaries

MOORE ELEM

Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other
- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

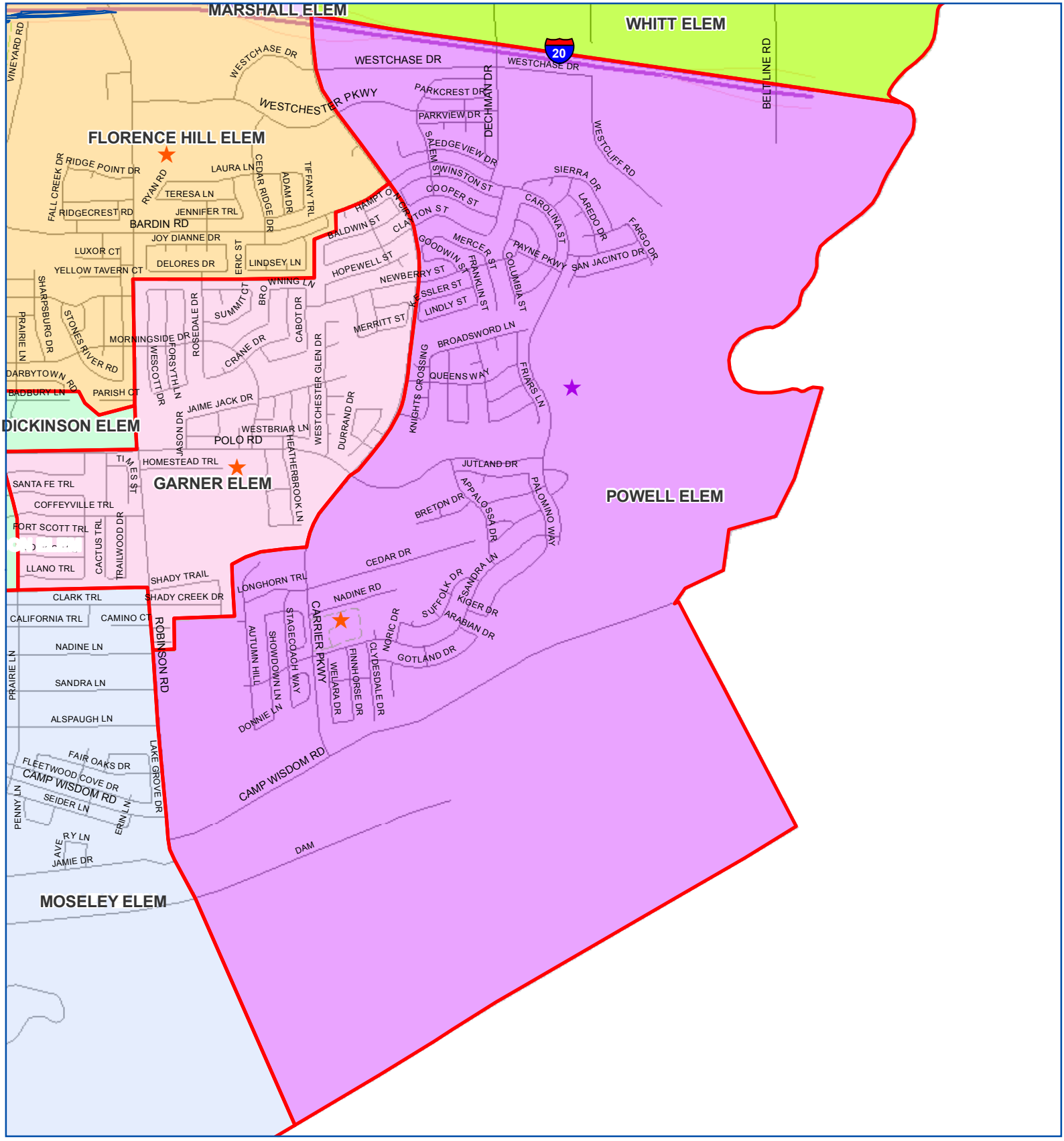
MOSELEY ELEM

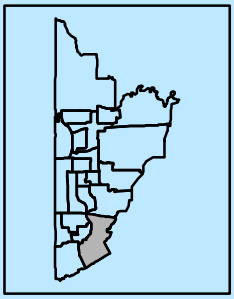
Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other
- Current Elementary
- SH161

Roads

CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD





GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

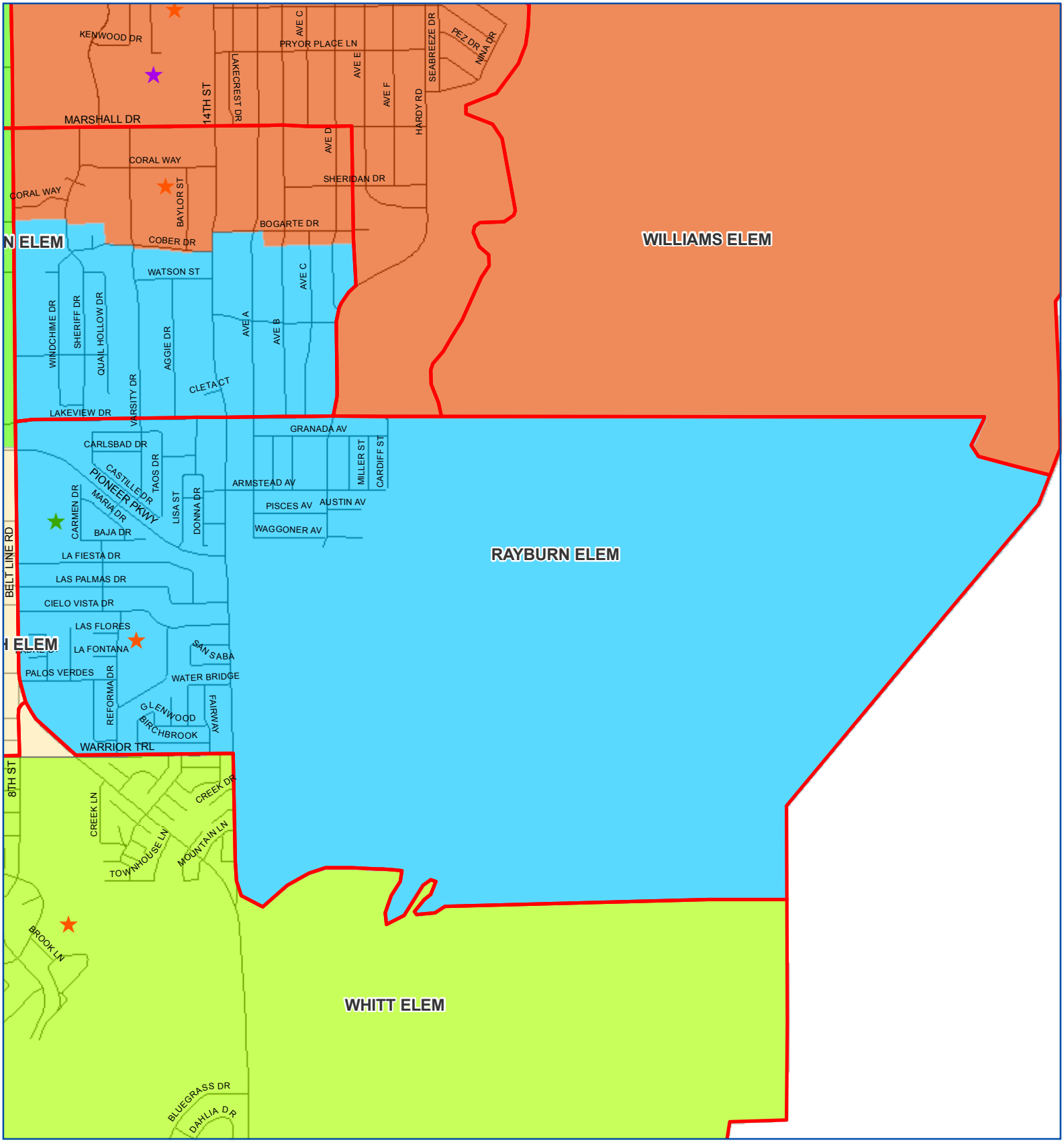
POWELL ELEM

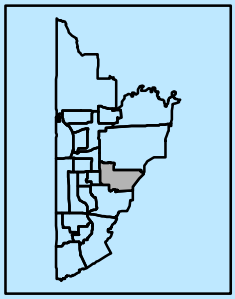
Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD



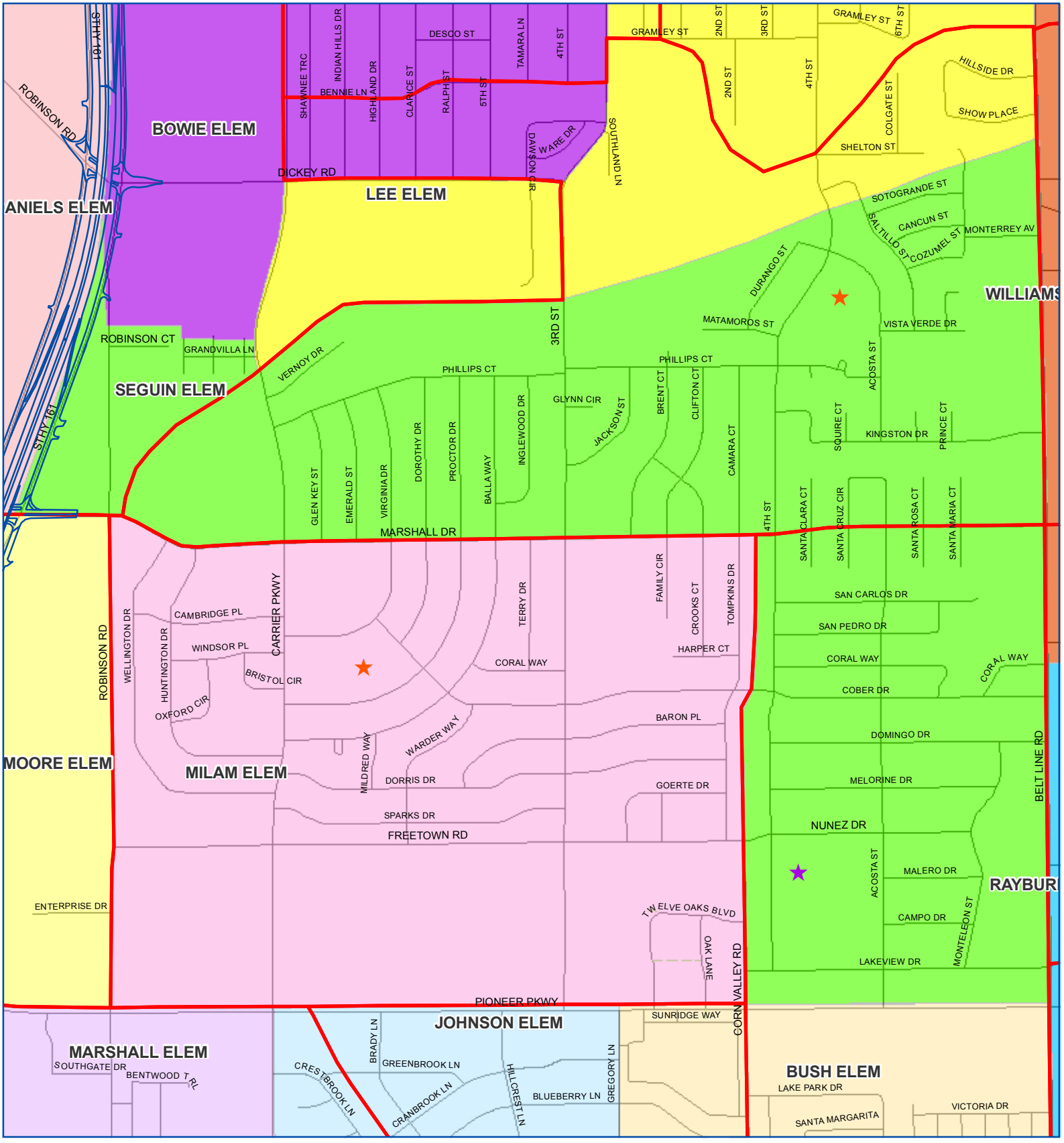


GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

RAYBURN ELEM

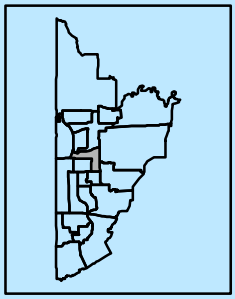
Legend
Schools
Elementary Schools
Middle Schools
High Schools
Other
Current Elementary
SH161
Roads
CLASS
MAJOR HIGHWAY
MINOR HIGHWAY
MAJOR ARTERIAL
LOCAL ROAD
ACCESS ROAD
PRIVATE ROAD



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

SEGUIN ELEM

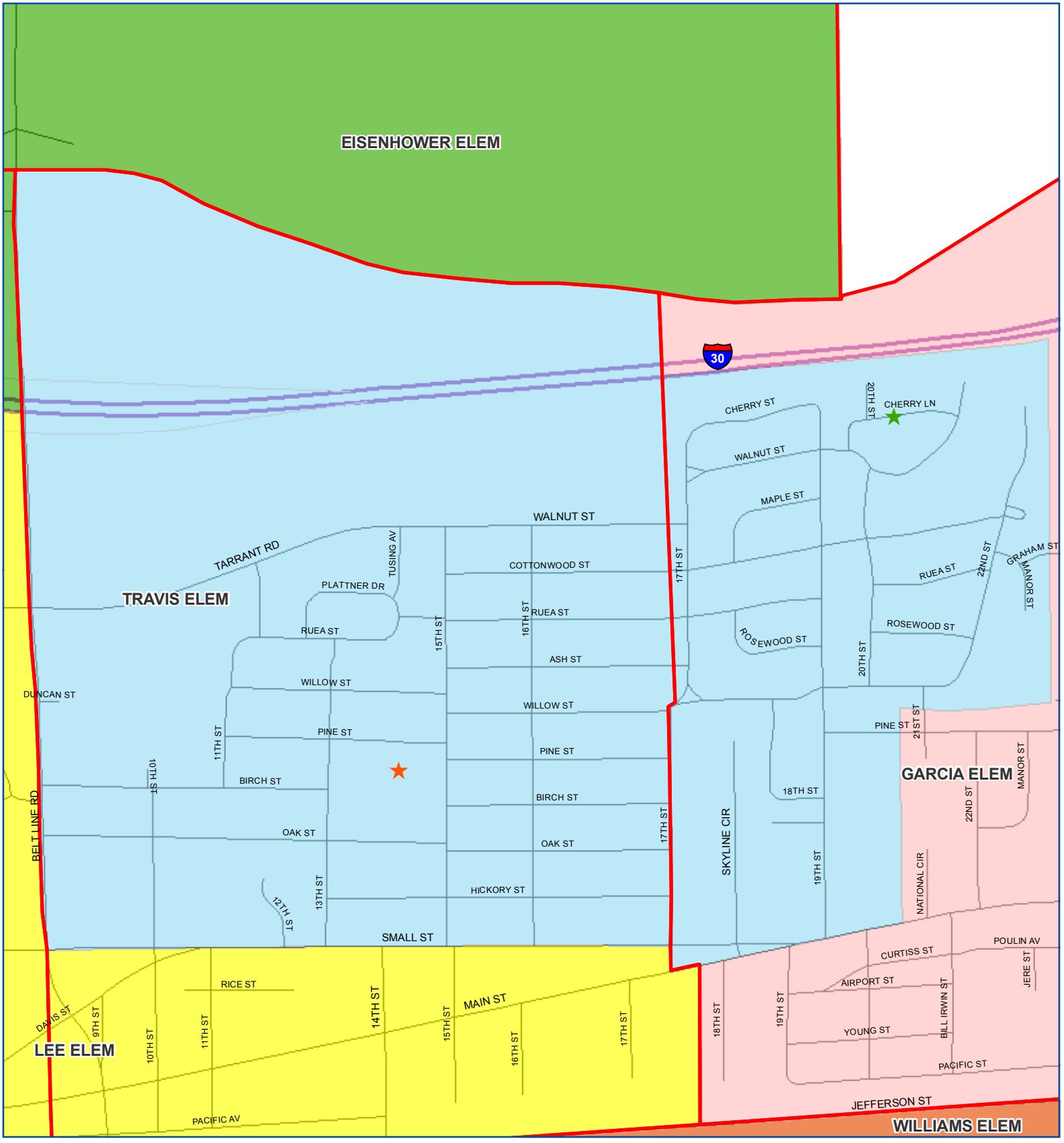


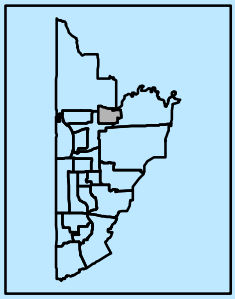
Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD





GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

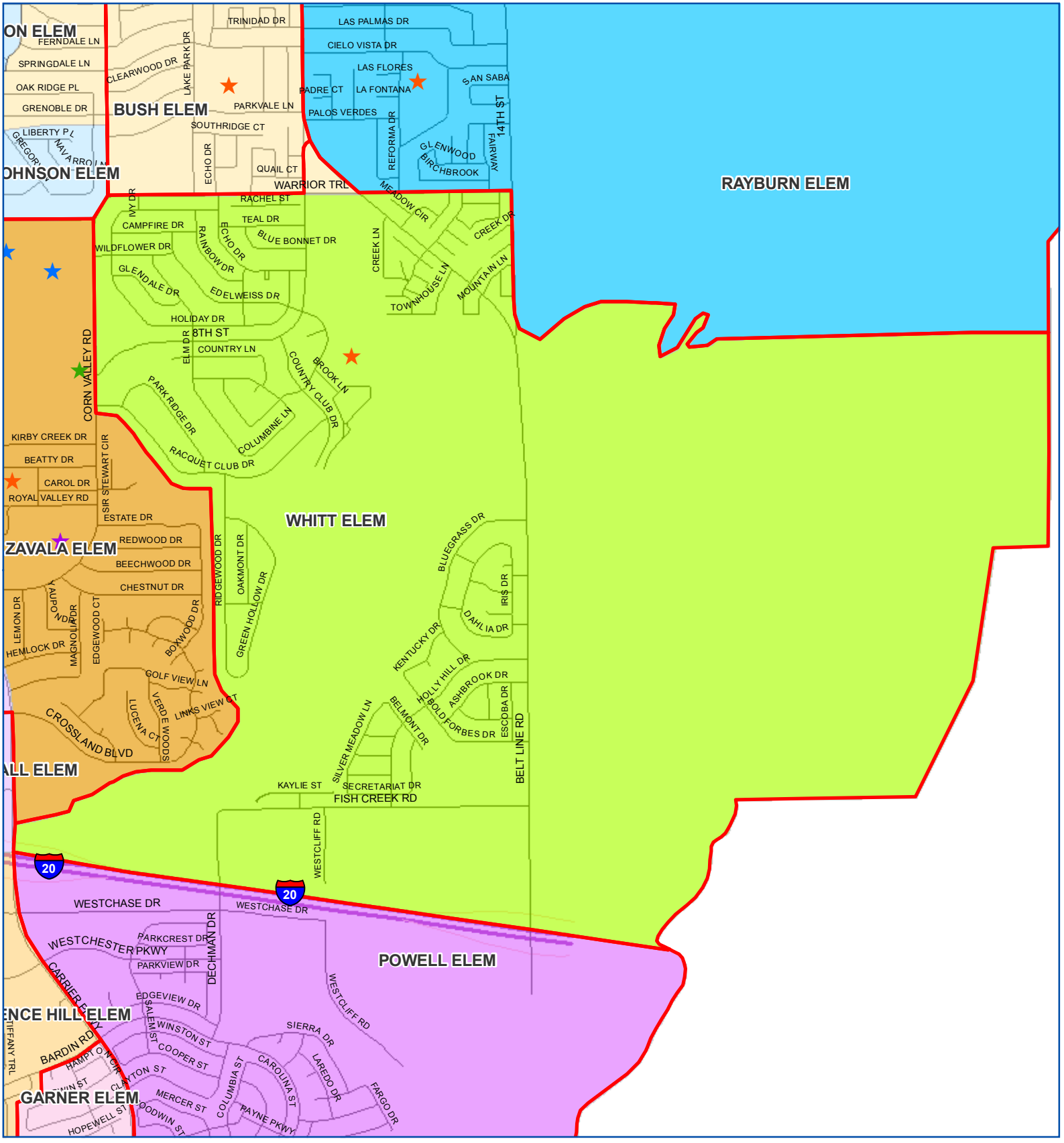
TRAVIS ELEM

Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

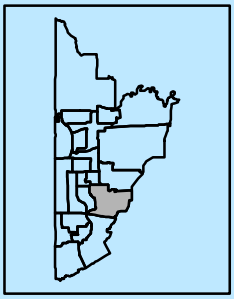
Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

WHITT ELEM

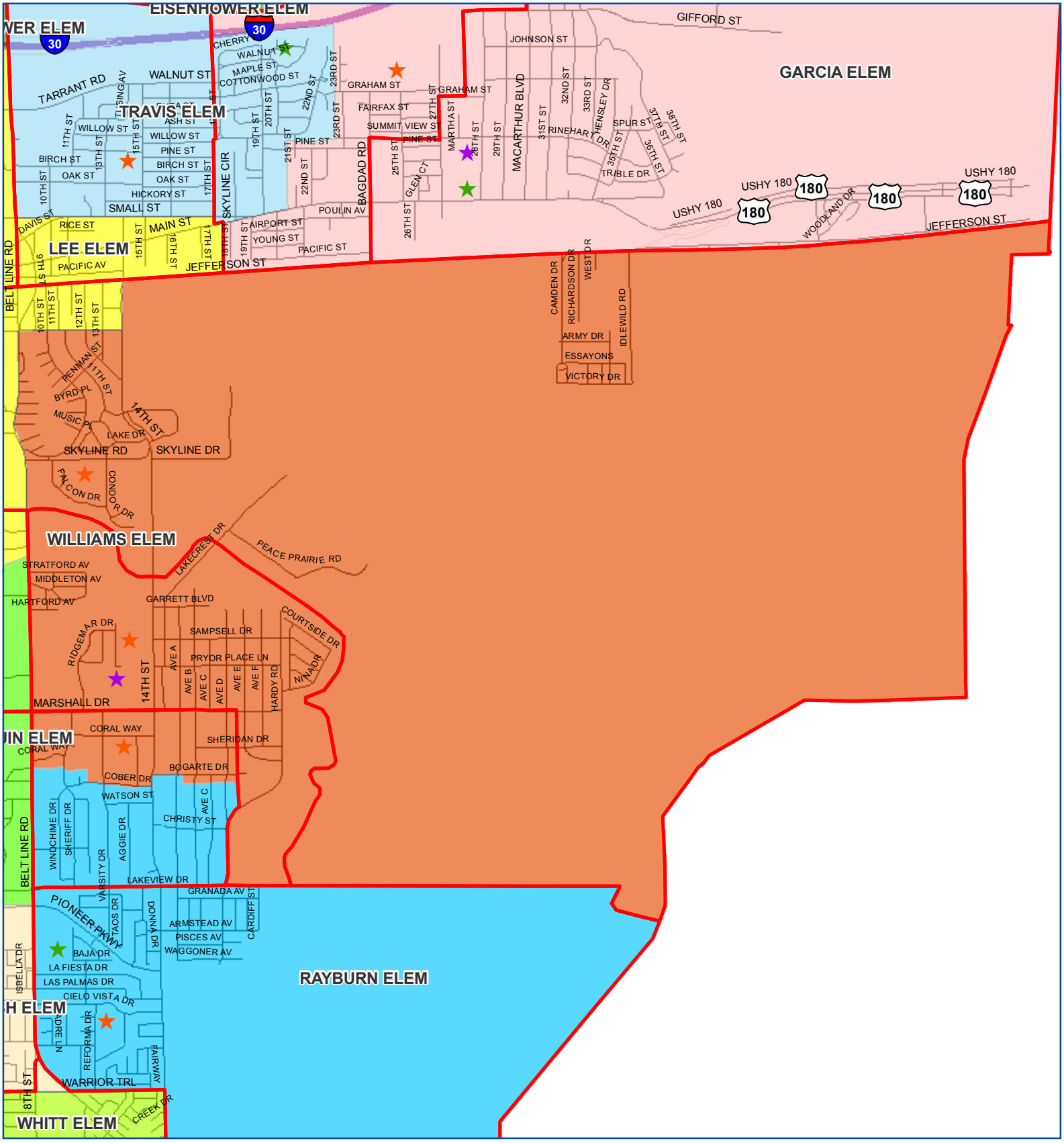


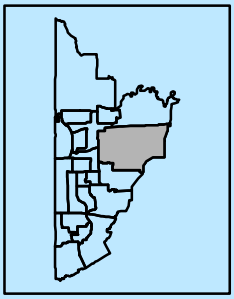
Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD





GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

WILLIAMS ELEM

Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other

- Current Elementary
- SH161

Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD

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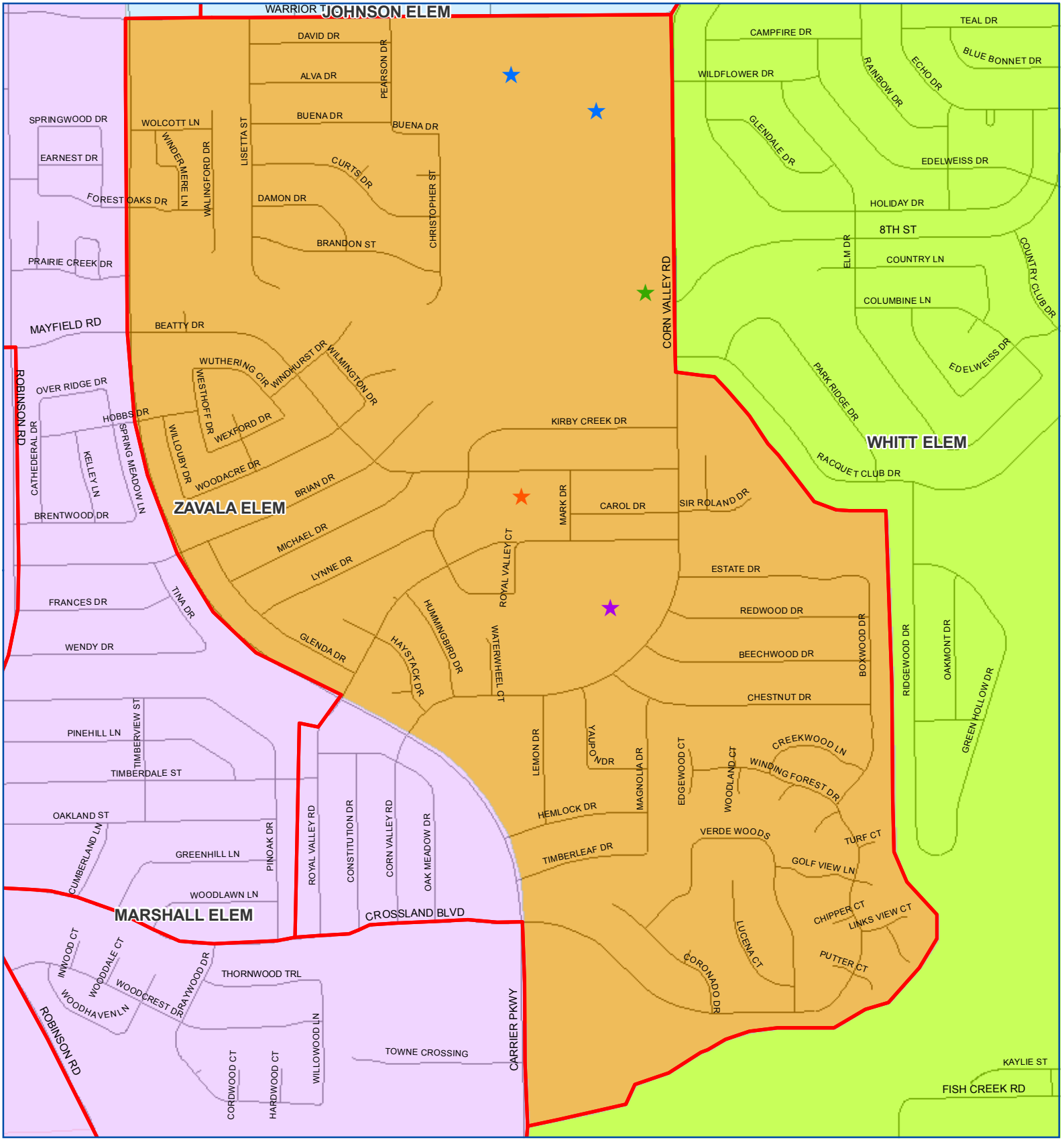
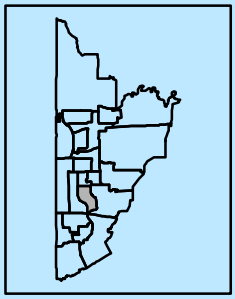




GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

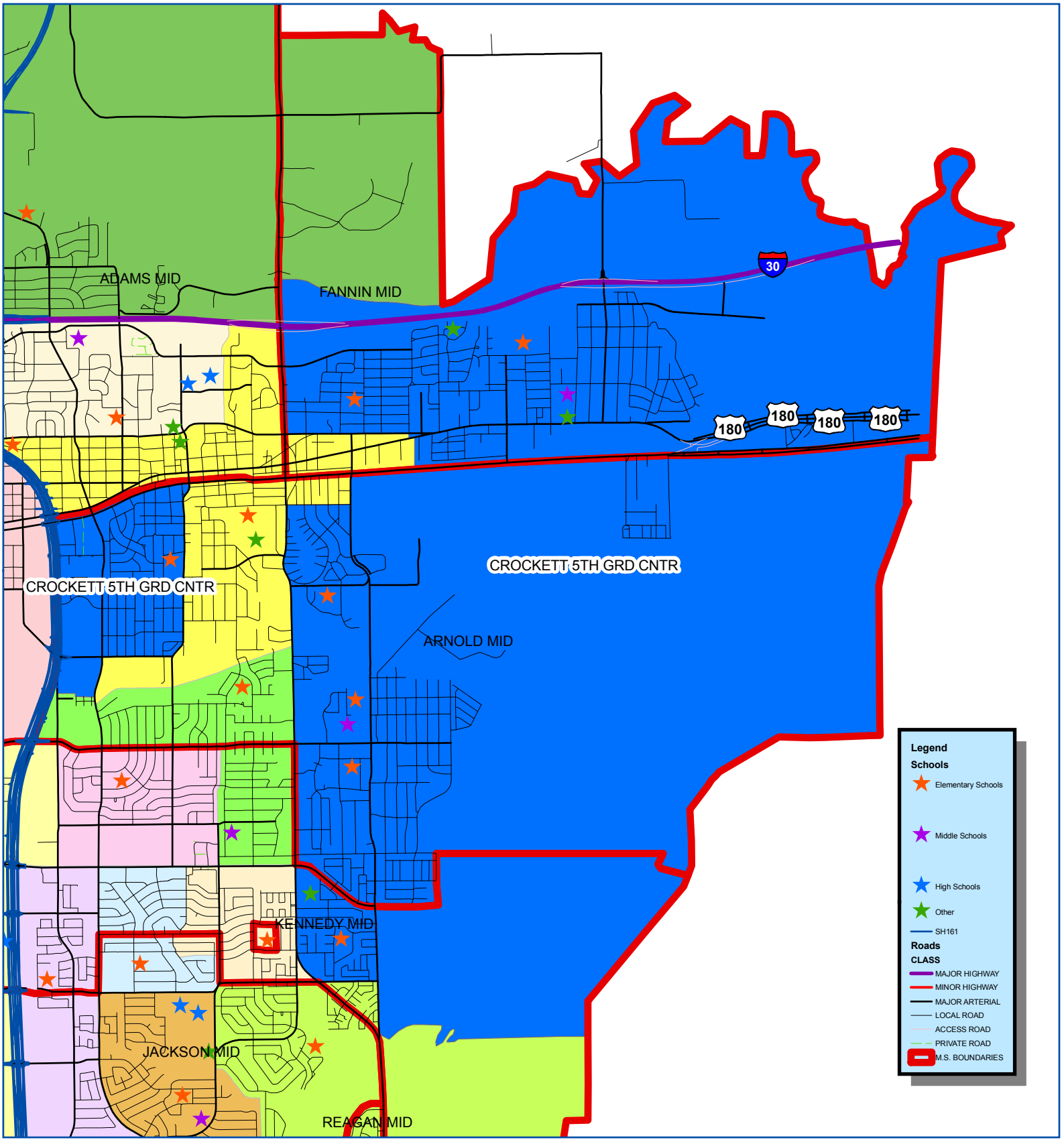
2010-2011 Elementary Attendance Boundaries

ZAVALA ELEM

Legend

Schools
- Elementary Schools
- Middle Schools
- High Schools
- Other
- Current Elementary
- SH161

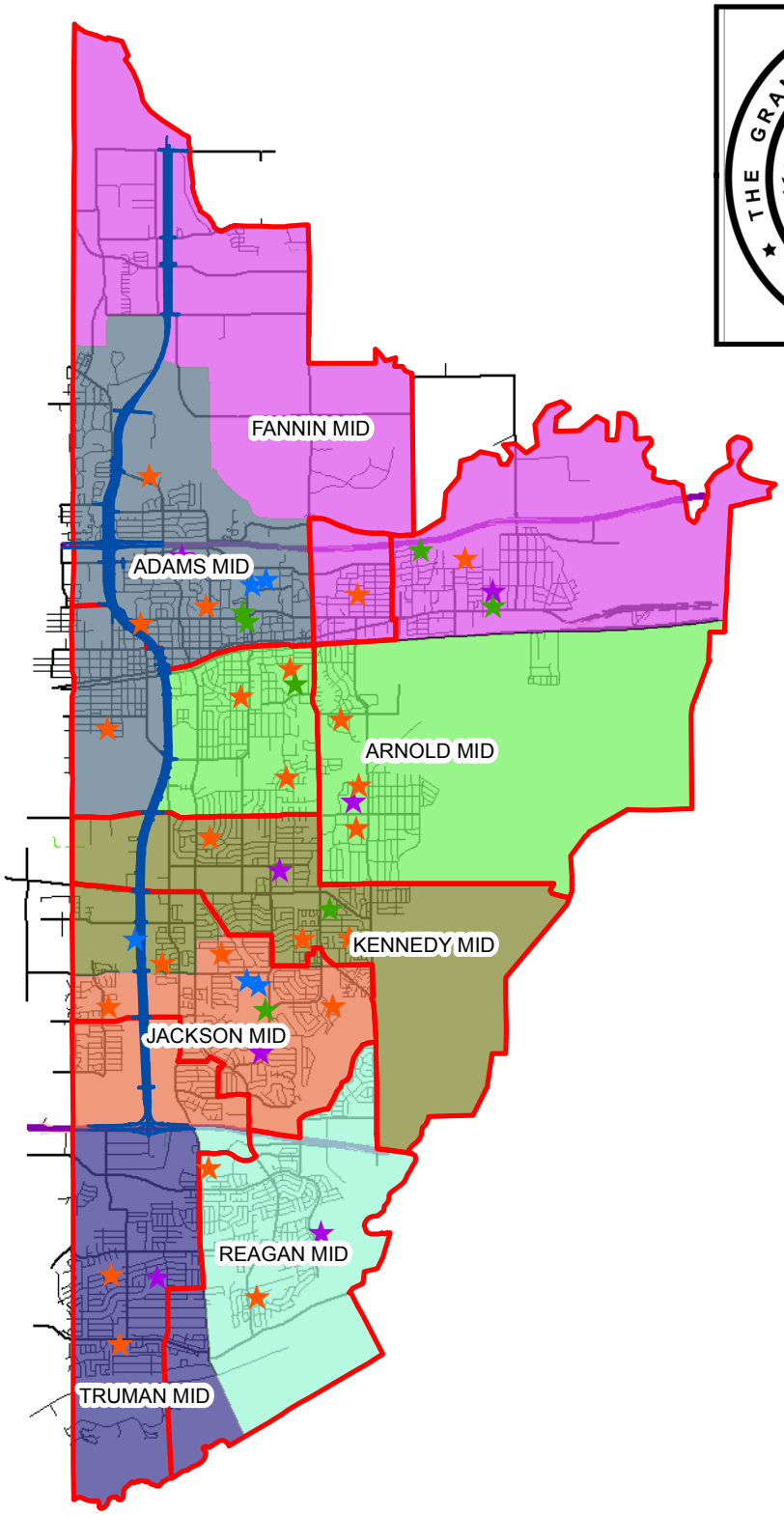
Roads
CLASS
- MAJOR HIGHWAY
- MINOR HIGHWAY
- MAJOR ARTERIAL
- LOCAL ROAD
- ACCESS ROAD
- PRIVATE ROAD



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Elementary Attendance Boundaries

CROCKETT 5TH GRADE CENTER



GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

2010-2011 Middle School Attendance Boundaries

PENDING GPISD BOARD OF TRUSTEES APPROVAL

Legend
Schools
Elementary Schools
Middle Schools
High Schools
Other
Roads
CLASS
SH161
MAJOR HIGHWAY
MINOR HIGHWAY
MAJOR ARTERIAL
LOCAL ROAD
ACCESS ROAD
PRIVATE ROAD
Current Mid

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Action

Topic: Approve a Contract with Corgan Architects to Provide Architectural Services for the Design of the Conversions and Renovations to Bonham, Lee and Crockett

Submitted by: Kit Mason, Executive Director of Facilities
Tony Innmon, Jones Lang LaSalle

Department: Operation & Facilities

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

RECOMMENDATION:

It is recommended the Board of Trustees approve the Contract with Corgan Architects to provide architectural services for conversions and renovations to Bonham, Lee and Crockett. The amount of the contract is a lump sum of $100,000.

RATIONALE:

On July 12, 2007 the Board took action to select Corgan Architects as one of three firms to provide architectural services for projects in the 2007 Bond Referendum. Legal counsel has reviewed and approved this Contract.

BUDGETARY INFORMATION:

Funded by the 2007 Bond Referendum

BOARD POLICY REFERENCE AND COMPLIANCE:

09296.00
A-1

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Scot Pierce
April F. Robbins
Ryan E. Scharar
Michael L. Schneiderman
Lynn Rossi Scott
Coby D. Smith
Aimee L. Stone
James M. Whitton

January 29, 2010

Mr. Eric Horstman
Corgan Associates, Inc.
401 North Houston Street
Dallas, Texas 75202

Via Courier

RE: Grand Prairie ISD - Bonham Elementary School conversion into Adult Education and Pre-K Center; Lee Middle School conversion into Lee Elementary School; Crockett Elementary School conversion into Crockett Fifth Grade Center.

Architect: Corgan Associates, Inc.

Dear Mr. Horstman:

Enclosed please find three (3) originals of the following final negotiated documents:

1) AIA B102- 2007 Standard Form of Agreement Between Owner and Architect;
2) AIA B201- 2007 Standard Form of Architect's Services; and
3) AIA B201- 2007 Exhibit A.

After you have signed all of the originals, please courier all of the originals to Mr. Tony Innmon at Grand Prairie ISD for Board consideration at a duly-called and noticed Board meeting. I recommend Board approval of these Agreements.

I am available to discuss any terms of the agreements. I can be reached at my office (817) 339-2464, or on my cell phone at (817) 366-9620.

Thank you for your courtesy and attention to this matter.

Very truly yours,

Lynn Rossi Scott

LRS:mal
Enclosures

cc: w/o enclosures
Dr. Susan Simpson
Mr. Tom Dyar
Dr. Bret Jimerson
Mr. Tony Innmon

AIA® Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the second day of February in the year 2010
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, ~~legal status,~~ address and other information)

Grand Prairie Independent School District
2602 S. Belt Line Road
Grand Prairie, Texas 75052

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

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

Corgan Associates, Inc.
401 North Houston Street
Dallas, Texas 75202

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

Bonham Elementary School conversion into Adult Education and Pre-K Center; Lee Middle School conversion into Lee Elementary School; Crockett Elementary School conversion into Crockett Fifth Grade Center

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

1 ARCHITECT'S RESPONSIBILITIES

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6 COMPENSATION

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8 SPECIAL TERMS AND CONDITIONS

9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 ~~The Architect shall provide the following professional services:~~Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. The Architect shall provide the professional services as set forth in AIA Document B201-2007.

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

§ 1.2 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. In compliance with 19 Texas Administrative Code ("TAC") Section 61.1036, Architect shall certify that he has reviewed the standards contained in the regulation and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the construction documents. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify" under 19 TAC Section 61.1036 means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The representative shall be a registered professional architect licensed to practice in the state of Texas.

§ 1.4 Except with the Owner's knowledge and prior written 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.

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INSURANCE

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

.1 Worker's Compensation $1,000,000

Employer's Liability $500,000

.2 Comprehensive General Liability

Bodily Injury $1,000,000 each occurrence
$2,000,000 aggregate

Property damage $2,000,000 each occurrence

.3 Automobile Liability

Combined Single Limit $1,000,000

.4 Errors and Omissions Insurance $5,000,000 annual aggregate.

.5 Umbrella Excess Liability Coverage Policy: $9,000,000 per occurrence
$9,000,000 aggregate

.6 Architectural and engineering consultants shall carry errors and omissions insurance in an amount not less than $1,000,000.

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

.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.

.2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly

Init.
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with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.

.5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

.6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:

.1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

.9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;

.2 Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

.3 Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.4 Obtain from each other person with whom it contracts, and provide to the Architect:

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.1 A certificate of coverage, prior to the other person beginning work on the Project; and

.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

.6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and

.7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

.12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner.

.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

§ 1.5.3 INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. Architect agrees to correct any material defect or omission in the Construction Documents, at no cost to Owner. ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 16.008(c) OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, WHICH MAY DIRECTLY ARISE FROM OR BE CONNECTED WITH ANY ACT OF NEGLIGENCE ON THE PART OF ARCHITECT OR ANY BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries,

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including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

~~§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:~~

~~*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*~~

~~.1 General Liability~~

~~.2 Automobile Liability~~

~~.3 Workers' Compensation~~

~~.4 Professional Liability~~

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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. 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.~~ requirements, but only to the extent required by 19 Texas Administrative Code Section 61.1036. The Owner hereby refers Architect to any applicable building code authority to obtain building code requirements.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the ~~Project.~~ Project, subject to the limitations identified in Article A.2.1 of AIA Document B201-2007, Exhibit A, as amended. 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. Provided, however, nothing herein shall relieve Architect of any responsibility or liability for the performance of Architect's contracted services which are not affected by any delay by Owner.

§ 2.3 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 consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect ~~requests such services and demonstrates that they~~ or Owner requests such services, the services are approved by Owner, and the services are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 ~~The Owner shall furnish all legal, insurance~~ Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish legal 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.

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§ 2.5 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.~~Construction Documents. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting ~~Instruments of Service,~~ Construction Documents, 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. If the Owner and Architect intend to transmit ~~Instruments of Service~~ Construction Documents or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 Architect shall provide to Owner all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents (including the necessary number of paper and electronic copies) hereinafter referred to as "Construction Documents," that are within Architect's scope of services and that are sufficient for Owner to complete construction of the Project. If the Construction Documents are not free from material defects or omissions, then Architect shall correct same at no cost to Owner. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective ~~Instruments of Service,~~ Construction Documents, 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~~ copyrights, provided, however, Architect and Architect's consultants shall not use the Construction Documents on another project without Owner's written permission. Submission or distribution of Construction Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to ~~use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.~~ use, reproduce and distribute the Architect's Construction Documents solely and exclusively for constructing, using, maintaining, and renovating the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.~~

§ 3.3.1 This nonexclusive license shall survive termination of this Agreement, and Architect hereby grants permission to Owner to use the Construction Documents for future renovations, repairs, additions or alterations to the Project. In the event the Owner uses the ~~Instruments of Service~~ Construction Documents without retaining the author of the ~~Instruments of Service,~~ Construction Documents, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.~~

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the ~~Instruments of Service~~ Construction Documents shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the terms of this

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Agreement, the requirements of the method of ~~binding~~ dispute resolution selected in this Agreement and within the period specified by ~~applicable~~ this Agreement and by Texas law, but in any case not more than ~~10~~ 12 years after the date of Substantial Completion of the Work. The ~~Owner and Architect waive~~ Architect waives all claims and causes of action not commenced in accordance with this Section 4.1.1.

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

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

§ 4.1.2 ~~To~~ Only 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 A201–2007, General Conditions ~~of~~ f the Contract for Construction, as amended for this Project, and if applicable. 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.

§ 4.1.3 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 5.7.~~Agreement. In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271 In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 4.2 MEDIATION

§ 4.2.1 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.~~resolution, unless the filing deadlines under applicable statutes of limitation an/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 4.2.2 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 the Agreement.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the mutually-acceptable 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.~~In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy

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Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the ~~place where the Project~~ county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be ~~enforceable as settlement agreements in any court having jurisdiction thereof.~~ reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

[ ] ~~Arbitration pursuant to Section 4.3 of this Agreement~~

[X] Litigation in a court of competent jurisdiction

[ ] ~~Other *(Specify)*~~

§ 4.3 ARBITRATION

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

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

§ 4.3.2 ~~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.~~

§ 4.3.3 ~~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.~~

§ 4.3.4 ~~CONSOLIDATION OR JOINDER~~

§ 4.3.4.1 ~~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~~

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~~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).~~

~~§ 4.3.4.2 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.~~

~~§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for ~~termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid 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.~~termination, if not cured after ten (10) days' written notice to Owner of the delinquency. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code Section 2251.051 et seq.

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

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

§ 5.4 Either party may terminate this Agreement upon not less than ~~seven~~ twenty-one (21) days' written notice and opportunity to cure 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.

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

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 5.7.~~ due.

§ 5.7 ~~Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law related to or relevant to the Project, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

§ 5.7.1 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the

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

§ 5.8 ~~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 3 and Section 6.3.~~

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for all undisputed payments for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reasons for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Section 2251.051 (c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.4.3 of this Agreement.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

For Basic Services as identified in the AIA Documents B102-2007, B201-2007, and B201-2007 Exhibit A, compensation shall be a lump sum of $100,000

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

Schematic Design Phase:	15%
Design Development Phase:	20%
Construction Documents Phase:	40%
Bidding and Negotiation Phase:	5%
Construction Administration Phase:	20%

If the services of the Architect are changed, or requested to be changed by Owner, the Architect's compensation may be adjusted by mutual agreement of Architect and Owner. Such adjustment, if based on Direct Personnel Expense, shall be calculated as described below or, if no method of adjustment is indicated, in an equitable manner.

Managing Principal	$275/hour
Principal	$230/hour
Design Director	$230/hour
Vice President	$195/hour
Associate	$170/hour
Project Manager	$125-185/hour
Senior Architect	$115-155/hour
Project Architect	$85-145/hour
Project Architectural Staff	$80-135/hour
Architect	$85-115/hour
Architectural Staff	$75-115/hour
Architectural Intern	$70-90/hour
Student Architectural Intern	$50-70/hour
ID Project Manager	$120-160/hour
Senior Interior Designer	$95-125/hour
Project Interior Designer	$85-115/hour
Project Interior Design Staff	$70-100/hour

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Interior Designer	$70-95/hour
Interior Design Staff	$65-90/hour
Interior Design Intern	$60-75/hour
Student Interior Design	$45-65/hour
Construction Administrator	$125/hour
Graphic Designer	$65-115/hour
Specialist	$55-70/hour
Specification Writer	$115/hour
Computer Systems	$90-120/hour
Administrator Support	$65-85/hour

§ 6.2 ~~COMPENSATION FOR REIMBURSABLE EXPENSES~~**COMPENSATION FOR REIMBURSABLE EXPENSES.**
Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1
.2
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;
.5 Postage, handling and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
.6
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8
.9
.10
.11 Reimbursable expense designated elsewhere in this Agreement.

§ 6.2.1 ~~Reimbursable Expenses are in addition to compensation for the Architect's professional services and include~~ For Reimbursable Expenses, the compensation shall be the actual expenses incurred by the Architect and the Architect's ~~consultants directly related to the Project, as follows:~~ consultants:

.1 ~~Transportation and authorized out-of-town travel and subsistence;~~
.2 ~~Long-distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
.3 ~~Fees paid for securing approval of authorities having jurisdiction over the Project;~~
.4 ~~Printing, reproductions, plots, standard form documents;~~
.5 ~~Postage, handling and delivery;~~
.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
.7 ~~Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
.8 ~~Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
.9 ~~All taxes levied on professional services and on reimbursable expenses;~~
.10 ~~Site office expenses; and~~
.11 ~~Other similar Project-related expenditures.~~

§ 6.2.2 ~~For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of percent (%) of the expenses incurred.~~

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§ 6.3 ~~COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~COMPENSATION FOR USE OF ARCHITECT'S CONSTRUCTION DOCUMENTS

~~If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:~~

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

§ 6.4 PAYMENTS TO THE ARCHITECT

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

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments ~~are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date~~ for undisputed amounts are due and payable within 45 days after presentation of the Architect's invoice to Owner's designated representative. Undisputed amounts unpaid more than forty-five (45) days after Owner's receipt of the invoice 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.~~specified by Texas Government Code Section 2251.025 or its successor.

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

~~—%~~

§ 6.4.3 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.~~may withhold payments to the Architect for the purposes of reimbursing Owner for any damages caused by Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, or for Architect's failure to comply with the provisions of any part of this Agreement. The Owner may also withhold payments to the Architect to secure performance of Architect's services and obligations under any part of this Agreement. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reasons for nonpayment, and shall give Architect an opportunity to cure the noncompliance, or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Section 2251.051(c) and (d).

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times.~~provided to the Owner upon presentation of Architect's progress payment applications.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 GOVERNING LAW. This Agreement shall be governed by the law of the ~~place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.~~State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Dallas County, or, if no county is specified, then the county in which the Owner's main administrative office is located.

§ 7.2 MEANING OF TERMS. Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for ~~Construction.~~Construction, as amended for this Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

§ 7.3 AGENTS AND ASSIGNS. 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.

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§ 7.4 EXECUTION OF CERTIFICATES. 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.

§ 7.5 NO THIRD PARTY BENEFICIARY. 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.

§ 7.6 HAZARDOUS MATERIALS. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials ~~or toxic substances in any form at the Project site.~~in any form at the Project site unless Architect's acts or omissions introduced or caused or allowed to be introduced to the Project site said hazardous materials as defined in AIA Document A201-2007, as amended for this Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered or known by Architect to be on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

§ 7.7 ~~The Architect shall have the right to~~ PROMOTIONAL MATERIALS. With prior written consent of the Owner, the Architect may 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.~~has provided the Architect notice of confidential information in Section 7.8 of this Agreement.

§ 7.8 CONFIDENTIALITY. If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 *et seq.*

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

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

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

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§ 7.13 CHILD SUPPORT. By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

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

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

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

§ 7.17 CRIMINAL HISTORY RECORD CHECKS

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

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

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

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

§ 7.19 COMPLAINTS. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at http://www.tbae.state.tx.us.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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.~~ oral, unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument signed by both ~~Owner~~ Owner's Board of Trustees and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B102–2007, Standard Form Agreement Between Owner and ~~Architect~~Architect, as amended for this Project;

.2 AIA Documents B201-2007, Standard Form Agreement Between Owner and Architect, as amended for this Project;

.3 AIA Document B201-2007 Exhibit A, Initial Information, as amended for this Project;

.4 AIA Document E201–2007, Digital Data Protocol Exhibit, if completed, or the following:

~~.3~~ .5 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

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

OWNER

(Signature)
Mr. Timothy Johnson
President, Board of Trustees
Grand Prairie Independent School District
~~*(Printed name and title)*~~

ARCHITECT

(Signature)
Mr. Eric Horstman
Principal
Corgan Associates
(Printed name and title)

ATTEST:

Ms. Bebe Bingham
Secretary, Board of Trustees
Grand Prairie Independent School District

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(1362383731)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lynn Rossi Scott, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:54:21 on 01/29/2010 under Order No. 9769269420_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2007 - Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Lynn Rossi Scott
(Signed)

Shareholder, Brackett + Ellis PC
Attorney for Grand Prairie ISD
(Title)

1.29.10
(Dated)

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AIA® Document B201™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

Bonham Elementary School conversion into Adult Education and Pre-K center
Lee Middle School conversion into Lee Elementary School
Crockett Elementary School conversion into Crockett Fifth Grade Center

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

THE OWNER:
~~*(Name, legal status*~~ *(Name and address)*

Grand Prairie Independent School District
2602 South Belt Line Road
Grand Prairie, Texas 75052

THE ARCHITECT:
~~*(Name, legal status and address)*~~*(Name and address)*

Corgan Associates, Inc.
401 North Houston Street
Dallas, Texas 75202
Phone 214-748-2000

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Program to be developed in conjunction with owner and program manager.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Bonham Elementary School conversion into Adult Education and Pre-K center
Lee Middle School conversion into Lee Elementary School
Crockett Elementary School conversion into Crockett Fifth Grade Center.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:
(Provide total and, if known, a line item break down.)

Estimated construction budget for all three projects is $1,300,000.00

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

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Construction anticipated to take place over the summer of 2010. CDs to be issued in March 2010 for an April board award and June construction start. Substantial Completion by August 15, 2010.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Pursuant to Texas Education Code Section 44.035, Owner's Board of Trustees designates the construction delivery method for the whole Project or a component of the Project as Construction Management at Risk, unless another delivery method is designated by Owner's Board of Trustees.

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

None

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with AIA Document B102™–2007, Standard Form of Agreement Between Owner and Architect, Section 2.2:
(List name, address and other information.)

Owner's designated representative(s) for day-to-day operations, with the authority to make day-to-day decisions, stop the Work, extend the dates of Substantial or Final Completion by 30 days, and approve expenditures within the Owner's contingency or Contractor's contingency, and which do not exceed $50,000:

Dr. Susan Simpson, or successor Title: GPISD Superintendent of Schools. Owner's Superintendent of Schools has the primary authority to make decisions, and may delegate, in her discretion, to the following individuals, or their successors, who shall not have authority to overrule each other's decisions; such determinations to be made by the Superintendent of Schools.

Kit Mason, or successor Title: GPISD Executive Director of Operations and Facilities

Tony Innmon, or successor Title: Program Manager
Jones Lang LaSalle
8343 Douglas Ave, Suite 100
Dallas, Texas 75225

Jones Lang LaSalle has been engaged by the Owner as a Program Management Consultant ("Program Manager") to oversee design and construction, make recommendations, track budgets and schedules, facilitate communications between all parties and take actions necessary to produce an efficient and cost-effective Project.

§ A.2.2 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 information.)

Program Manager and Construction Manager at Risk.

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

Testing inspection services - Firm to be determined.
Geotechnical Engineer - Firm to be determined.

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§ A.2.4 The Architect identifies the following ~~representative~~ representative, who shall be a registered professional architect licensed to practice in the State of Texas, as required by Texas Occupations Code Chapter 1051, in accordance with AIA Document B102™–2007, Section 1.3:
(List name, address and other information.)

Eric V. Horstman
Corgan Associates, Inc.
401 North Houston Street
Dallas Texas 75202

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by ~~name, legal status, address and other information.)~~name and address.)

§ A.2.5.1 Consultants retained under Basic ~~Services:~~Services, who shall be registered professional engineers licensed to practice in the State of Texas, if required by Texas Occupations Code Chapter 1001:

.1 Structural Engineer (if required)

LA Fuess Engineers
3333 Lee Parkway, Suite 300
Dallas, Texas 75219
Phone 214-871-7010

.2 Mechanical Engineer

Romine, Romine, and Burgess
300 Greenleaf
Fort Worth, Texas 76107
Phone 817-336-4633

.3 Electrical Engineer

Romine, Romine, and Burgess
300 Greenleaf
Fort Worth, Texas 76107
Phone 817-336-4633

.4 Plumbing Engineering

Romine, Romine, and Burgess
300 Greenleaf
Fort Worth, Texas 76107
Phone 817-336-4633

.5 Civil Engineering (if required)
Adams Engineering
515 W. Southlake Blvd.
Southlake, Texas 76092
Phone 817-410-5758

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.6 Roofing Consultant – Not Required

.7 Landscape Architecture and Engineering – Not Required

.8 Interior Design – By Architect

.9 Traffic Engineering – Not Required

.10 Kitchen Consulting – Not Required

.11 Site Feasibility Studies and/or Design – By Architect

.12 Acoustical and Audio-Visual Design – Not Required

.13 Cost Estimating – By CM

.14 Internal Auditing and Accounting Services – Not Required

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

§ A.2.5.2 Consultants retained under Additional Services: (if required)

Technology Design and Distribution
Telephone Design
Security Design
Traffic Design

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

This Agreement entered into as of the 1st day of February in the year 2010.

OWNER

(Signature)
Mr. Timothy Johnson
President, Board of Trustees
Grand Prairie Independent School District
(Printed name)

ARCHITECT

Eric V. Horstman
(Signature)
Mr. Eric Horstman
Principal
Corgan Associates
(Printed name)

ATTEST:

Ms. Bebe Bingham
Secretary, Board of Trustees
Grand Prairie Independent School District

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AIA® Document B201™ – 2007

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:
(Name and location or address)

Bonham Elementary School conversion into Adult Education and Pre-K center
Lee Middle School conversion into Lee Elementary School
Crockett Elementary School conversion into Crockett Fifth Grade Center

THE OWNER:
~~*(Name, legal status and address)*~~*(Name and address)*

Grand Prairie Independent School District
2602 South Belt Line Road
Grand Prairie, Texas 75052

THE ARCHITECT:
~~*(Name, legal status*~~ *(Name and address)*

Corgan Associates, Inc.
401 North Houston Street
Dallas, Texas 75202

THE AGREEMENT
This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the day of in the year 2010.
(In words, indicate day, month and year.)

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 SCOPE OF ARCHITECT'S BASIC SERVICES

3 ADDITIONAL SERVICES

4 OWNER'S RESPONSIBILITIES

5 COST OF THE WORK

6 COMPENSATION

7 ATTACHMENTS AND EXHIBITS

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Attached AIA Document B201 Exhibit A.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

.2 Substantial Completion date:

.3 Final Completion date: September 15, 2010

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect ~~shall appropriately adjust~~ may mutually adjust, in writing, as appropriate, the schedule, the Architect's services and the Architect's compensation.

§ 1.4 All references in this Agreement to "Contractor" shall include "Construction Manager at Risk" as appropriate. All references in this Agreement to "Contract Sum" shall include "Guaranteed Maximum Price" as appropriate.

§ 1.5 This Agreement is subject to, and shall be construed in accordance with, the provisions of AIA Document B102-2007, as amended for the Project and executed by Owner and Architect.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary ~~structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.~~ architectural services, structural, mechanical, plumbing, civil, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design; kitchen and food service equipment design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas and portable buildings and accompanying infrastructure, when appropriate. All architectural plans, specifications or estimates shall be prepared by a registered professional architect, as required by Texas Occupations Code Chapter 1051. Any structural, mechanical, plumbing, civil, and electrical engineering plans, specifications or estimates for construction must be prepared by a registered professional engineer, as required by Texas Occupations Code Chapter 1001.

§ 2.1.1 The Architect shall ~~manage the Architect's services,~~ perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended, the AIA Document B102-2007, as amended for this Project, and with the AIA Document A201-2007, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to ~~the Owner.~~ the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the

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State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

.1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees upon request.

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

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

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's ~~services.~~ services, including the dates of Architect's design services and the completion of documentation required by the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial and Final Completion as stated in this Agreement, as amended, and within Owner's budget, as identified in Section A.1.3 of AIA Document B201 – 2007, Exhibit A, as amended. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager at Risk, then the Architect shall assist the Construction Manager at Risk in the preparation and periodic update of the Project schedule.

§ 2.1.4 The Architect shall ~~not be responsible for an Owner's directive or substitution made without the Architect's approval.~~ review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1036, and Texas Health and Safety Code Chapter 341. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1036, and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect shall also certify that the Construction Documents conform to the provisions of 19 TAC Section 61.1036, except as indicated on the certification. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1036(c). Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1036, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1036. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us/school.finance/facilities/cert_2004.pdf. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with

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the practice of architecture in the State of Texas and applicable law. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. If Owner is using instructional facilities allotment funds for the Project which are allotted to Owner under Subchapter A of Chapter 46 of the Texas Education Code, then Architect shall consider, in the design of the Project, the security criteria developed by the Texas School Safety Center under Texas Education Code Section 37.2051. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall ~~respond to~~ comply with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall document all meetings and decisions made throughout the course of the Project and shall provide copies to the Owner and to the Construction Manager at Risk or Contractor.

§ 2.1.7 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2007, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2007 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project, and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project, and Architect shall review any additional information provided pursuant to Architect's request. The Architect shall visit the Owner's Project site and shall provide to Owner a preliminary evaluation of the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the preliminary evaluation, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall also address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project and which are discovered in the course of Architect's services under this Agreement. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

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

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§ 2.2.4 Based on the Project's requirements agreed upon in writing with the Owner, the Architect shall prepare and present for the Owner's approval a written preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary ~~design,~~ design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. 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 modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider environmentally responsible 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 other environmentally responsible design services under Article 3.

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

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's representative, provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project. Material defects or omissions in the Construction Documents will be corrected by Architect at no additional cost to Owner. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without proper approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 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~~ Documents, shall refine the Project design, 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 such other elements as outlined in this Agreement and/or AIA Documents B102-2007 and B201-2007 Exhibit A and as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

§ 2.3.3 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, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's representative provided, however, this approval shall not relieve Architect of Architect's

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responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project. Material defects or omissions in the Construction Documents shall be corrected by Architect at no additional cost to Owner. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without proper approval.

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

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 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 of materials and systems and other requirements for the construction of the Work. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1036 and the standards set forth in Section 2.1.4 of AIA Document B201- 2007, as amended. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that in order to construct 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 2.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Education Code Section 44.043. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

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

§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. As required by Texas Education Agency rule 19 TAC Section 61.1036, Architect shall perform a building code search under applicable regulations that may influence the Project and shall certify that the design has been researched and satisfies the applicable building codes. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify", under 19 TAC Section 61.1036, means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) ~~bidding~~ bidding, competitive purchasing and procurement information that describes the time, place and conditions of ~~bidding,~~ bidding or proposing, 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~~ Conditions), as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to

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trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1. "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act.. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services. Texas Government Code Chapter 425. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of State Health Services. Texas Health and Safety Code Chapter 385. Architect shall also comply with 15 U.S.C. §8003 (Drain cover standards) if applicable.

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

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

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

§ 2.4.5 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 5.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees by majority vote; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project. Material defects or omissions in the Construction Documents shall be corrected by Architect, at no additional cost to Owner. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without proper approval.

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

§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

~~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.~~

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§ 2.5.1 The Architect shall assist the Owner in identifying and investigating 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 and evaluating bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that his Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

§ 2.5.2 COMPETITIVE BIDDING

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

§ 2.5.2.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in bidding the Project by

.1 procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 ~~The~~ In consultation with Owner, the Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying ~~approved substitutions to all prospective bidders.~~ Owner-approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

§ 2.5.3 ~~NEGOTIATED PROPOSALS~~PROPOSALS

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

§ 2.5.3.2 ~~The~~ If requested by Owner, the Architect shall assist the Owner in obtaining proposals by

.1 ~~procuring~~ procuring, at Owner's cost, the reproduction 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; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 ~~The~~ In consultation with Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying ~~approved substitutions to all prospective contractors.~~ Owner-approved substitutions to all prospective contractors and Owner. The Architect shall

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review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 GENERAL

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201–2007, General Conditions of the Contract for ~~Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~Construction, as amended for this Project, and as provided in Section 2.1.7 above.

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

§ 2.6.1.3 Subject to Section 3.3, 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.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The ~~Architect shall visit the site at~~ Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests), and at other intervals appropriate to the stage of construction, ~~or as otherwise required in Section 3.3.3, to become generally familiar with the~~ (1) to observe the progress, quantity and quality of the Work completed, (2) to reject any observed nonconforming Work, (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, ~~and to determine, in general, if the Work observed~~ (4) to guard the Owner against defects and deficiencies in the Work, (5) to determine, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract ~~Documents.~~ Documents and on time, and (6) to document progress of the Work, in written and photographic form. 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~~ Furthermore, a minimum of four job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect, unless the Owner determines that fewer meetings should be held. Attendees will include Owner's representatives, Owner's Program Manager, if appropriate, the Contractor's project manager and/or superintendent, Architect's project representative and Architect. Owner's independent testing and inspection service provider will provide on-site inspections prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Owner's independent testing and inspection service provider will provide on-site inspections prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the weekly on-site visits and observations by the Architect, the Architect shall keep the Owner ~~reasonably~~ and Owner's Contractor informed about the progress and quality of the portion of the Work ~~completed, and report to the Owner~~ completed through Architect's field reports, and shall promptly orally report to the Owner and Contractor (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the ~~Work.~~ Work, which notice shall be followed by notice in writing of defects and nonconforming Work noted and corrective actions taken or

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recommended. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming Work shall be at no additional cost to Owner. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

§ 2.6.2.2 The Architect ~~has the authority to~~ shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~have the authority~~ notify Owner of the necessity to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such 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, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Construction Documents or Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 44 of the Texas Education Code.

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

§ 2.6.2.4 Interpretations and ~~decisions~~ recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and ~~decisions,~~ recommendations, 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~~ recommendations rendered in good faith. The ~~Architect's~~ Owner's decisions on matters relating to aesthetic effect shall be ~~final if consistent with the intent expressed in the Contract Documents.~~ final.

§ 2.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims.~~ The Architect shall promptly render initial written recommendations or interpretations on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 The Architect shall observe the progress of the Work, critically evaluate, review and certify the amounts due the Contractor and shall ~~issue certificates in such amounts.~~ sign and issue certificates in such amounts, if such amounts are valid, correct and deemed due and owing, in Architect's professional opinion, within seven days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's ~~evaluation~~ inspections, observations and/or evaluations of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, in Architect's professional opinion and to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the ~~Contract Documents.~~ Construction Documents and the Contract Documents, and that the Architect has critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. The foregoing representations are subject (1) to an inspection and evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the ~~Architect.~~ Architect in writing to Owner.

§ 2.6.3.2 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 material suppliers and other ~~data~~ data, unless 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.

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

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§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall critically review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with such reasonable promptness so as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 2.6.4.2 In accordance with ~~the Architect-approved submittal schedule, the~~ Section 2.6.4.1, 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~~ the Contract Documents and all laws, statutes, codes, regulations, ordinances, and requirements applicable to Architect's design services. Review of such submittals is for the purpose of determining the general accuracy and completeness of other information such as dimensions, quantities, and ~~installation or performance of equipment or systems, which are~~ substantiating instructions for the installation of equipment or systems. Specific dimensions, quantities, installation and performance of equipment and systems remain the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

§ 2.6.4.3 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 shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to the provisions of Section 3.3, 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~~ A properly-prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If ~~appropriate, the Architect shall prepare~~ deemed appropriate by the Architect, the Architect shall, on the Owner's behalf, prepare, reproduce, distribute and issue supplemental Drawings and Specifications in response to requests for ~~information.~~ information by the Contractor.

§ 2.6.4.5 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.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall timely review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents, accompanied by all supporting documentation. With prior written notice to the Owner, the Architect may authorize 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 the provisions of Section 3.3, the~~ If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified. Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

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

§ 2.6.5.2 The Architect shall maintain all records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial ~~Completion;~~ Completion, using Owner's form; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a Certificate of Final Completion, using Owner's form; a Certification of Project Compliance as described in Section 2.1.4 herein; and a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Construction Documents and the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Construction Documents and the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved.

§ 2.6.6.3 When the Work is found to be substantially complete and again when the Work is found to be finally complete, the Architect shall inform the Owner in writing about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 2.6.6.5 ~~Upon request of the Owner, and prior to the expiration of one year from~~ Prior to the expiration of six months from the date of Substantial Completion, and, again, prior to the expiration of ten months from the date of Substantial Completion, and upon request of the Owner one more time prior to one year of the date of Substantial Completion, the Architect shall, without additional compensation, inspect the Work and conduct a meeting with the Owner and Owner's Designated Representative to review the facility operations and ~~performance.~~performance for purposes of identifying defects, warranty issues, and proposed corrections and advising Owner in writing regarding the need for correction of the Work.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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 6.2.~~ Sections 6.1 and 6.2 in AIA Document B102-2007.

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(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Any service not specified below as an Additional Service shall be considered a Basic Service.

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 3.2 below or in an exhibit attached to this document and identified below)*
§ 3.1.1	Programming	Owner/Architect	Owner: to the extent required by 19 TAC Section 61.1036; Architect: included in Basic Services
§ 3.1.2	Multiple preliminary designs	Architect	Included in Basic Services
§ 3.1.3	Measured drawings (Survey of existing buildings that do not have as-builts)	Owner	
§ 3.1.4	Existing facilities surveys	Owner	
§ 3.1.5	Basic Site Evaluation and Planning ~~(B203™–2007)~~	Architect/Owner	Included in Basic Services
§ 3.1.6	Building information modeling	Architect	Included in Basic Services
§ 3.1.7	Civil engineering	Architect	Included in Basic Services
§ 3.1.8	Landscape design	Architect	Included in Basic Services
§ 3.1.9	Architectural Interior Design (B252™–2007)	Architect	Included in Basic Services
§ 3.1.10	Value Analysis ~~(B204™–2007)~~Engineering	Architect/Owner/ CM	Included in Basic Services
§ 3.1.11	Cost estimating	Architect/CM	Included in Basic Services
~~§ 3.1.11~~	~~Detailed cost estimating~~		
§ 3.1.12	On-site project representation	Owner/CM/ Architect (weekly)	Included in Basic Services
§ 3.1.13	Conformed construction documents	Architect	Included in Basic Services
§ 3.1.14	As-designed record drawings	Architect	Included in Basic Services
§ 3.1.15	As-constructed record drawings	Contractor	
§ 3.1.16	Basic Post occupancy evaluation	Architect/Owner	Included in Basic Services
§ 3.1.17	Facility Support Services (B210™–2007)	Architect/Owner	Included in Basic Services
§ 3.1.18	Tenant-related services	Not Provided	Not Provided
§ 3.1.19	Coordination of Owner's consultants	Owner	
§ 3.1.20	Telecommunications/data design	Owner	
§ 3.1.21	Security Evaluation and Planning (B206™–2007)	Owner	
§ 3.1.22	Commissioning (B211™–2007)	Not Provided	Not Provided
§ 3.1.23	~~Extensive environmentally~~ Environmentally responsible design	Architect	Included in Basic Services
§ 3.1.24	LEED® Certification (B214™–2007)	Not Provided	Not Provided
§ 3.1.25	Fast-track design services	Not Provided	Not Provided
§ 3.1.26	Historic Preservation (B205™–2007)	Not Provided	Not Provided
§ 3.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	Not Provided

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

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§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the ~~Agreement.~~ Agreement, if agreed by Owner in writing prior to commencement of the services. In the absence of Owner's prior agreement in writing, the Owner shall have no obligation to pay for any Additional Services performed. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 ~~shall entitle the Architect to compensation pursuant to Section 6.3.~~may result in either an upward or a downward adjustment in the compensation due to the Architect. The Architect shall not be entitled to an upward adjustment in compensation or Reimbursable Expenses due to the fault or error of the Architect or Architect's consultants, but may be subject to a downward adjustment in compensation.

§ 3.3.1 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 services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery ~~method;~~ method, after Construction Documents are complete, except when said changes are due to Architect's or Architect's consultants' errors or omissions;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared ~~Instruments of Service~~ Construction Documents necessitated by the enactment or revision of codes, laws or regulations or official ~~interpretations;~~interpretations after Substantial Completion;

.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 data 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;~~

.6 contractors, to the Architect's detriment, which significantly change the services required of the Architect under this Agreement;

.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 bidders or persons providing proposals;~~

.10 Consultation concerning replacement of Work resulting from fire or other cause during ~~construction; or~~construction.

.11 ~~Assistance to the Initial Decision Maker, if other than the Architect.~~

§ 3.3.2 ~~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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

.1 ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;~~

.5 ~~Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~

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.6 ~~To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.~~

§ 3.3.3 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 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 ~~( ) visits to the~~ Four (4) visits per month to each Project site by the Architect over the duration of the Project 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

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and ~~periodically~~ update the Owner's budget for the Project, ~~including~~ when required, (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. 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.~~ shall furnish the educational program and educational specifications approved by Owner's Board of Trustees, per 19 TAC Section 61.1036. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

§ 4.2 The Owner shall furnish surveys ~~to~~ it has in its possession and which 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 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.~~ Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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.~~ recommendations, unless specifically provided otherwise in Section A.2.5.1 of AIA Document B201-2007 Exhibit A.

§ 4.4 The Owner shall furnish tests, inspections and reports that are 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.~~ Documents to be furnished by Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner ~~shall~~ should endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner reserves the

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right to communicate directly with the Contractor and the Architect's Consultants. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 4.6 ~~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.~~ for Construction, as amended for the Project and subject to Section 2.1.7 of this Agreement.

§ 4.7 The Owner shall provide to or obtain for the Architect and Architect's designated consultants and representatives access to the Project site prior to commencement of ~~the Work~~ the Work, to the extent such access does not disrupt education or infringe on the property rights of others, and shall obligate the Contractor to provide the Architect and Owner access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of ~~this Agreement,~~ the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and previously approved by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of ~~the Architect,~~ the Architect or the Architect's consultants, the costs of the land, rights-of-way, financing, contingencies for changes in the ~~Work~~ Work, alternate designs of the Architect that are not constructed or accepted by the Owner, or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as ~~required~~ allowed under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. ~~It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.~~ If Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

§ 5.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In 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 make reasonable adjustments in the program and scope of ~~the Project;~~ the Project with the prior consent of Owner's Board of Trustees; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. ~~The Architect's estimate of the~~

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~~Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.~~

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

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

§ 5.6 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,~~ proposal prior to commencement of the Work, 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;~~time, and/or authorize a different construction procurement method, consistent with State law;

.3 terminate in accordance with Section 5.5 of AIA Document B102–2007;

.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.~~alternative, or

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

§ 5.7 If the Owner chooses to proceed under Section ~~5.6.4,~~ 5.6.4 or 5.6.6, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before commencement of the Work, shall be the limit of the Architect's responsibility under this Article 5.

§ 5.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 4 of AIA Document B102 (2007), as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See AIA Document B102-2007, as amended, at Section 6.1

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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See AIA Document B102-2007, as amended, at Section 6.1

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See AIA Document B102-2007, as amended, at Section 6.1

§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the ~~Architect plus a fee of percent (%), or as otherwise stated below:~~Architect.

§ 6.5 ~~Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

See AIA Document B102-2007, as amended, at Section 6.1, for an explanation of payment of compensation due the Architect.

~~Schematic Design Phase~~		~~percent (~~		~~%)~~
~~Design Development Phase~~		~~percent (~~		~~%)~~
~~Construction Documents Phase~~		~~percent (~~		~~%)~~
~~Bidding or Negotiation Phase~~		~~percent (~~		~~%)~~
~~Construction Phase~~		~~percent (~~		~~%)~~
~~Total Basic Compensation~~	~~one hundred~~	~~percent (~~	~~100~~	~~%)~~

§ 6.6 ~~When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, 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 AIA Document B102-2007, as amended, at Section 6.1

Employee or Category	Rate

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

See AIA Document B201-2007 Exhibit A, as amended.

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User Notes:

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

OWNER

(Signature)
Mr. Timothy Johnson
President, Board of Trustees
Grand Prairie Independent School District

ARCHITECT

(Signature)
Mr. Eric Horstman
Principal
Corgan Associates, Inc.
(Printed name and title)

ATTEST:

Ms. Bebe Bingham
Secretary, Board of Trustees
Grand Prairie Independent School District

Init.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lynn Rossi Scott, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:51:07 on 01/27/2010 under Order No. 9769269420_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2007 - Standard Form of Architect's Services: Design and Construction Contract Administration, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Lynn Rossi Scott
(Signed)

Shareholder Brackett & Ellis, PC
(Title) Attorney for Grand Prairie ISD

1.29.10
(Dated)

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(1434005560)

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Action

Topic: Approve a Contract with Corgan Architects to Provide Architectural Services for the Design of the Renovations to the Travis Elementary Annex Building

Submitted by: Kit Mason, Executive Director of Facilities
Tony Innmon, Jones Lang LaSalle

Department: Operation & Facilities

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

RECOMMENDATION:

It is recommended the Board of Trustees approve the Contract with Corgan Architects to provide architectural services for renovations to the Travis Elementary Annex Building. The amount of the contract is a lump sum of $75,000.

RATIONALE:

This project is being funded primarily from insurance funds related to the fire at the Travis Elementary Annex Building. Legal counsel has reviewed and approved this Contract.

BUDGETARY INFORMATION:

Funded by Grand Prairie ISD Insurance.

BOARD POLICY REFERENCE AND COMPLIANCE:

09297.00
A-1

Brackett & Ellis
A Professional Corporation
Attorneys and Counselors

100 Main Street
Fort Worth, TX 76102-3090

(817) 338-1700
Metro (817) 429-9181
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Ronald L. Adams
A. William Brackett
Harry M. Brants
Janet S. Bubert
Bruce S. Campbell
Joseph F. Cleveland, Jr.
J. Heath Coffman
Andrea S. Cottrell
James A. Creel
Laura W. Docker
Kelly M. Dodson
Joseph A. Drago
Henri J. Dussault
Luther W. Ellis
Carter L. Ferguson
Richard H. Gateley
Craig A. Gipson
D. Alexander Harrell
Claudine G. Jackson
Theodore Mack
R. Bruce Moon
Elaine S. Morris
Thomas E. Myers
Russell J. Norment
Scot Pierce
April F. Robbins
Ryan E. Scharar
Michael L. Schneiderman
Lynn Rossi Scott
Coby D. Smith
Aimee L. Stone
James M. Whitton

January 29, 2010

Mr. Eric Horstman
Corgan Associates, Inc.
401 North Houston Street
Dallas, Texas 75202

Via Courier

RE: Grand Prairie ISD - Travis Elementary Annex Renovations
Architect: Corgan Associates, Inc.

Dear Mr. Horstman:

Enclosed please find three (3) originals of the following final negotiated documents:

1) AIA B102- 2007 Standard Form of Agreement Between Owner and Architect;
2) AIA B201- 2007 Standard Form of Architect's Services; and
3) AIA B201- 2007 Exhibit A.

After you have signed all of the originals, please courier all of the originals to Mr. Tony Innmon at Grand Prairie ISD for Board consideration at a duly-called and noticed Board meeting. I recommend Board approval of these Agreements.

I am available to discuss any terms of the agreements. I can be reached at my office (817) 339-2464, or on my cell phone at (817) 366-9620.

Thank you for your courtesy and attention to this matter.

Very truly yours,

Lynn Rossi Scott

LRS:mal
Enclosures

cc: w/o enclosures
Dr. Susan Simpson
Mr. Tom Dyar
Dr. Bret Jimerson
Mr. Tony Innmon

AIA® Document B201™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

GPISD Travis Elementary Annex Renovations

THE OWNER:
~~*(Name, legal status*~~ *(Name and address)*

Grand Prairie Independent School District
2602 South Belt Line Road
Grand Prairie, Texas 75052

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

THE ARCHITECT:
~~*(Name, legal status*~~ *(Name and address)*

Corgan Associates, Inc.
401 North Houston Street
Dallas, Texas 75202
Phone 214-748-2000

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Provide field verification and measured drawings of as-is conditions of fire damaged building. Provide base bid documents for the replacement of the Travis Elementary Annex to rebuild to pre-fire condition. Provide bid alternate for interior modifications per GPISD. Provide Construction Administration Services.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Existing Travis Elementary School Annex damaged by fire. No as builts or survey exist.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:
(Provide total and, if known, a line item break down.)

Estimated construction budget is $1,000,000.00

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

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Construction anticipated to take place over the summer of 2010. CDs to be issued in March 2010 for an April board award and June construction start. Substantial Completion by August 15, 2010.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Pursuant to Texas Education Code Section 44.035, Owner's Board of Trustees designates the construction delivery method for the whole Project or a component of the Project as Construction Management at Risk, unless another delivery method is designated by Owner's Board of Trustees.

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Insurance company recommendations and assessment provided by GPISD.

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with AIA Document B102™–2007, Standard Form of Agreement Between Owner and Architect, Section 2.2:
(List name, address and other information.)

Owner's designated representative(s) for day-to-day operations, with the authority to make day-to-day decisions, stop the Work, extend the dates of Substantial or Final Completion by 30 days, and approve expenditures within the Owner's contingency or Contractor's contingency, and which do not exceed $50,000:

Dr. Susan Simpson, or successor Title: GPISD Superintendent of Schools. Owner's Superintendent of Schools has the primary authority to make decisions, and may delegate, in her discretion, to the following individuals, or their successors, who shall not have authority to overrule each other's decisions; such determinations to be made by the Superintendent of Schools.

Kit Mason, or successor Title: GPISD Executive Director of Operations and Facilities

Tony Innmon, or successor Title: Program Manager
Jones Lang LaSalle
8343 Douglas Ave, Suite 100
Dallas, Texas 75225

Jones Lang LaSalle has been engaged by the Owner as a Program Management Consultant ("Program Manager") to oversee design and construction, make recommendations, track budgets and schedules, facilitate communications between all parties and take actions necessary to produce an efficient and cost-effective Project.

§ A.2.2 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 information.)

Program Manager and Construction Manager at Risk.

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

Testing inspection services - Firm to be determined.
Geotechnical Engineer - Firm to be determined.

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§ A.2.4 The Architect identifies the following ~~representative~~ representative, who shall be a registered professional architect licensed to practice in the State of Texas, as required by Texas Occupations Code Chapter 1051, in accordance with AIA Document B102™–2007, Section 1.3:
(List name, address and other information.)

Eric V. Horstman
Corgan Associates, Inc.
401 North Houston Street
Dallas Texas 75202

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by ~~name, legal status, address and other information.)~~name and address.)

§ A.2.5.1 Consultants retained under Basic ~~Services:~~Services, who shall be registered professional engineers licensed to practice in the State of Texas, if required by Texas Occupations Code Chapter 1001:

.1 Structural Engineer

LA Fuess Engineers
3333 Lee Parkway, Suite 300
Dallas, Texas 75219
Phone 214-871-7010

.2 Mechanical Engineer

Romine, Romine, and Burgess
300 Greenleaf
Fort Worth, Texas 76107
Phone 817-336-4633

.3 Electrical Engineer

Romine, Romine, and Burgess
300 Greenleaf
Fort Worth, Texas 76107
Phone 817-336-4633

.4 Plumbing Engineering

Romine, Romine, and Burgess
300 Greenleaf
Fort Worth, Texas 76107
Phone 817-336-4633

.5 Civil Engineering (if required)
Adams Engineering
515 W. Southlake Blvd.
Southlake, Texas 76092
Phone 817-328-3200

.6 Roofing Consultant – By Architect

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.7 Landscape Architecture and Engineering – Not Required

.8 Interior Design – By Architect

.9 Traffic Engineering – Not Required

.10 Kitchen Consulting – Not Required

.11 Site Feasibility Studies and/or Design – Not Required

.12 Acoustical and Audio-Visual Design – Not Required

.13 Cost Estimating – By CM

.14 Internal Auditing and Accounting Services – Not Required

Consultants not governed by Texas Occupations Code Chapter 1001 shall be licensed or registered as required by applicable law.

§ A.2.5.2 Consultants retained under Additional Services: (if required)

Technology Design and Distribution
Telephone Design
Security Design
Traffic Design

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

This Agreement entered into as of the 1st day of February in the year 2010.

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Mr. Timothy Johnson	Mr. Eric Horstman
President, Board of Trustees	Principal
Grand Prairie Independent School District	Corgan Associates
(Printed name)	*(Printed name)*

ATTEST:

Ms. Bebe Bingham
Secretary, Board of Trustees
Grand Prairie Independent School District

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AIA® Document B201™ – 2007

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:
(Name and location or address)

Travis Elementary Annex Renovations

THE OWNER:
~~*(Name, legal status and address)*~~*(Name and address)*

Grand Prairie Independent School District
2602 South Belt Line Road
Grand Prairie, Texas 75052

THE ARCHITECT:
~~*(Name, legal status and address)*~~*(Name and address)*

Corgan Associates, Inc.
401 North Houston Street
Dallas, Texas 75202

THE AGREEMENT
This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the day of in the year 2010.
(In words, indicate day, month and year.)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 SCOPE OF ARCHITECT'S BASIC SERVICES

3 ADDITIONAL SERVICES

4 OWNER'S RESPONSIBILITIES

5 COST OF THE WORK

6 COMPENSATION

7 ATTACHMENTS AND EXHIBITS

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Attached AIA Document B201 Exhibit A.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

.2 Substantial Completion date:

.3 Final Completion date: September 15, 2010

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect ~~shall appropriately adjust~~ may mutually adjust, in writing, as appropriate, the schedule, the Architect's services and the Architect's compensation.

§ 1.4 All references in this Agreement to "Contractor" shall include "Construction Manager at Risk" as appropriate. All references in this Agreement to "Contract Sum" shall include "Guaranteed Maximum Price" as appropriate.

§ 1.5 This Agreement is subject to, and shall be construed in accordance with, the provisions of AIA Document B102-2007, as amended for the Project and executed by Owner and Architect.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary ~~structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.~~ architectural services, structural, mechanical, plumbing, civil, and electrical engineering services; landscape design; architectural interior design; audio-visual, data, and telecommunications and technology design; kitchen and food service equipment design; site feasibility design; programming for new schools and/or scope of work verification for renovations of existing schools; roofing consultant services unless otherwise approved by Owner; accessibility services; estimating by the Architect's independent estimating consultant; record drawings; and internal auditing and accounting services necessary for Architect to fulfill Architect's responsibilities under this Agreement and as necessary to complete the Project. Architect shall provide all plans and specifications for all site development necessary for the Project, which shall include locating any building on-site, and developing all plans and specifications for site drainage, parking, landscaping, walkways, irrigation, playgrounds, staging areas and portable buildings and accompanying infrastructure, when appropriate. All architectural plans, specifications or estimates shall be prepared by a registered professional architect, as required by Texas Occupations Code Chapter 1051. Any structural, mechanical, plumbing, civil, and electrical engineering plans, specifications or estimates for construction must be prepared by a registered professional engineer, as required by Texas Occupations Code Chapter 1001.

§ 2.1.1 The Architect shall ~~manage the Architect's services,~~ perform and manage the Architect's services and administer the Project, in accordance with this Agreement as amended, the AIA Document B102-2007, as amended for this Project, and with the AIA Document A201-2007, General Conditions of the Contract for Construction, as amended for this Project, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to ~~the Owner.~~ the Owner through the issuance of progress reports to Owner and Contractor, as more specifically defined hereafter. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the

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State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

.1 Upon request of the Owner's representative, the Architect shall make presentations to Owner's representatives to review the design of the Project. In addition, the Architect shall make presentations to Owner's Board of Trustees upon request.

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

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

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's ~~services.~~ services, including the dates of Architect's design services and the completion of documentation required by the Architect. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion and Final Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's and Contractor's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The schedule shall also include commencement of construction, timed sufficiently to achieve Owner's proposed dates of Substantial and Final Completion as stated in this Agreement, as amended, and within Owner's budget, as identified in Section A.1.3 of AIA Document B201 – 2007, Exhibit A, as amended. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's prior written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. If Contractor is a Construction Manager at Risk, then the Architect shall assist the Construction Manager at Risk in the preparation and periodic update of the Project schedule.

§ 2.1.4 The Architect shall ~~not be responsible for an Owner's directive or substitution made without the Architect's approval.~~ review, and be responsible for compliance with, laws, codes, and regulations applicable to the Architect's services, including, without limitation, school facility standards found in 19 TAC Section 61.1036, and Texas Health and Safety Code Chapter 341. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall comply with all policies, regulations and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety. Architect shall certify that he has reviewed the standards contained in 19 TAC Section 61.1036, and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the Construction Documents. Architect shall also certify that the Construction Documents conform to the provisions of 19 TAC Section 61.1036, except as indicated on the certification. Architect's signature and seal on the Construction Documents shall certify compliance. Architect shall perform a building code search under applicable regulations that may influence the Project, and shall certify that the design has been researched before it is final, as required by 19 TAC Section 61.1036(c). Architect shall also certify that the facilities have been designed according to the provisions of 19 TAC Section 61.1036, based on the educational program, long-range school facility plan, educational specifications, building code specifications, and all documented changes to the Construction Documents provided by the District, as required by 19 TAC Section 61.1036. Architect shall complete the Texas Education Agency's Certification of Project Compliance, located at www.tea.state.tx.us/school.finance/facilities/cert_2004.pdf. In executing the certifications required under the provisions of this Section, Architect shall exercise his/her reasonable professional judgment and care consistent with

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the practice of architecture in the State of Texas and applicable law. Architect shall design the Project in such a manner that the Project or each part of the Project is readily accessible to and usable by individuals with disabilities, in compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, federal regulations interpreting the Americans with Disabilities Act and Section 504, Texas Government Code Chapter 469, the Texas Accessibility Standards, all applicable requirements or standards of the Texas Department of Licensing and Regulation, and all applicable requirements or standards of the American National Standards Institute. If Owner is using instructional facilities allotment funds for the Project which are allotted to Owner under Subchapter A of Chapter 46 of the Texas Education Code, then Architect shall consider, in the design of the Project, the security criteria developed by the Texas School Safety Center under Texas Education Code Section 37.2051. It shall be the responsibility of Architect to address revisions or amendments to applicable codes or standards which become effective prior to the date of Substantial Completion. Revisions or amendments to applicable codes or standards which become effective after the date of Substantial Completion shall be addressed by the Architect, and shall be compensated as an Additional Service pursuant to Section 3.1.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall ~~respond to~~ comply with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall document all meetings and decisions made throughout the course of the Project and shall provide copies to the Owner and to the Construction Manager at Risk or Contractor.

§ 2.1.7 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201-2007, as amended for this Project as of the date of this Agreement, and Architect herein agrees to abide by same. Architect agrees that the AIA Document A201-2007 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

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

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project, and to ascertain that they are consistent with the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project, and Architect shall review any additional information provided pursuant to Architect's request. The Architect shall visit the Owner's Project site and shall provide to Owner a preliminary evaluation of the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule and budget for the Cost of the Work. The Architect shall include, in the preliminary evaluation, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall also address with the Owner any existing easements or rights-of-way which may interfere with Owner's Project and which are discovered in the course of Architect's services under this Agreement. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

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

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§ 2.2.4 Based on the Project's requirements agreed upon in writing with the Owner, the Architect shall prepare and present for the Owner's approval a written preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary ~~design,~~ design and Owner's schedule and budget for the Work, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall establish the conceptual design of the Project and illustrate the scale and relationship of the Project components. 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 modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider environmentally responsible 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 other environmentally responsible design services under Article 3.

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

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Architect shall not proceed to the Design Development Document Phase without the approval of Owner's representative, provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project. Material defects or omissions in the Construction Documents will be corrected by Architect at no additional cost to Owner. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without proper approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 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~~ Documents, shall refine the Project design, 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 such other elements as outlined in this Agreement and/or AIA Documents B102-2007 and B201-2007 Exhibit A and as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

§ 2.3.3 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, redesign the Project to comply with Owner's budget, and request the Owner's approval. Architect shall not proceed to the Construction Documents Phase without the approval of Owner's representative provided, however, this approval shall not relieve Architect of Architect's

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responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project. Material defects or omissions in the Construction Documents shall be corrected by Architect at no additional cost to Owner. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without proper approval.

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

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 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 of materials and systems and other requirements for the construction of the Work. "Construction Documents" means: all Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth in detail the requirements for construction of the Project. The Construction Documents shall reflect all agreements between Owner and Architect concerning Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. Said Construction Documents shall reflect the Owner's educational program and educational specifications, the State educational adequacy standards in 19 TAC Section 61.1036 and the standards set forth in Section 2.1.4 of AIA Document B201- 2007, as amended. The Architect shall provide Construction Documents which are sufficient for Owner to complete construction of the Project, are free from material defects or omissions, and shall comply with all applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents. The Owner and Architect acknowledge that in order to construct 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 2.6.4. Owner and Owner's authorized representatives shall be given the opportunity to review all Construction Documents prior to release of the Construction Documents for bidding, proposal or negotiation purposes. Architect's bid specifications and any subsequent contract shall not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization. Texas Education Code Section 44.043. Architect shall also add the following language in any document issued to solicit bids or competitive sealed proposals on the Project:

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

§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. As required by Texas Education Agency rule 19 TAC Section 61.1036, Architect shall perform a building code search under applicable regulations that may influence the Project and shall certify that the design has been researched and satisfies the applicable building codes. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify", under 19 TAC Section 61.1036, means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) ~~bidding~~ bidding, competitive purchasing and procurement information that describes the time, place and conditions of ~~bidding,~~ bidding or proposing, 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~~ Conditions), as amended for the Project. After consultation with the Owner, the Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding or proposal requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to

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trench excavation safety. Texas Health and Safety Code Section 756.021 et seq. All playground equipment designed by Architect, if any, shall comply with each applicable provision of ASTM Standard F1487-07ae1, "Consumer Safety Performance Specifications for Playground Equipment for Public Use", published by ASTM International, have no unshielded horizontal bare metal platforms; and be accessible to individuals with disabilities in accordance with the Americans with Disabilities Act Accessibility Guidelines. All playground surfacing designed by Architect shall comply with each applicable provision of ASTM Standard F2223-04e1, "Standard Guide for ASTM Standards on Playground Surfacing" published by ASTM International, and paths shall be designed for accessibility by individuals with disabilities. Texas Health and Safety Code Section 756.061; Americans with Disabilities Act.. All outdoor lighting fixtures designed by Architect, if any, shall meet the statutory energy conservation and light pollution standards established by the Texas Department of State Health Services. Texas Government Code Chapter 425. All ventilation and indoor air quality systems designed by Architect shall meet the indoor air quality voluntary guidelines established by the Texas Department of State Health Services. Texas Health and Safety Code Chapter 385. Architect shall also comply with 15 U.S.C. §8003 (Drain cover standards) if applicable.

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

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

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

§ 2.4.5 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 5.5, and request the Owner's approval. Architect shall not proceed to the Bidding or Negotiation Phase without the approval of Owner's Board of Trustees by majority vote; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project. Material defects or omissions in the Construction Documents shall be corrected by Architect, at no additional cost to Owner. Architect shall bear full responsibility for, and all resulting excess costs incurred by Architect in, proceeding without proper approval.

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

§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

~~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.~~

§ 2.5.1 The Architect shall assist the Owner in identifying and investigating prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either

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competitive bids or negotiated proposals; (2) confirming responsiveness of and evaluating bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction. Such assistance shall include, if necessary, testifying in any bid or proposal dispute. Architect shall disclose in writing to Owner any prior or current relationships which Architect may have had with any bidders or proposers. The Architect shall cooperate with the Owner's legal counsel in the preparation of all Contract Documents and the General Conditions of the Contract for Construction, as amended or supplemented for the Project, to be used in the bidding or proposal documents. Architect shall ensure that his Supplementary or other Conditions of the Contract, if any, shall not contradict the provisions of Owner's AIA Document A201, as amended, except with Owner's prior written consent.

§ 2.5.2 COMPETITIVE BIDDING

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

§ 2.5.2.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in bidding the Project by

.1 procuring at Owner's cost the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, evaluating the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 ~~The~~ In consultation with Owner, the Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying ~~approved substitutions to all prospective bidders.~~ Owner-approved substitutions to all prospective bidders and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

§ 2.5.3 ~~NEGOTIATED PROPOSALS~~PROPOSALS

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

§ 2.5.3.2 ~~The~~ If requested by Owner, the Architect shall assist the Owner in obtaining proposals by

.1 ~~procuring~~ procuring, at Owner's cost, the reproduction 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; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 ~~The~~ In consultation with Owner, the Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying ~~approved substitutions to all prospective contractors.~~ Owner-approved substitutions to all prospective contractors and Owner. The Architect shall review, in conjunction with the Owner, the Owner's representative, if appropriate, and the Construction Manager at

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Risk or Contractor, alternative approaches to design and construction of the Project in order to preserve the Scope of the Work, the Scope of the Project and the quality of the construction within Owner's overall budget for the Project.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 GENERAL

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201–2007, General Conditions of the Contract for ~~Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~Construction, as amended for this Project, and as provided in Section 2.1.7 above.

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

§ 2.6.1.3 Subject to Section 3.3, 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.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The ~~Architect shall visit the site at~~ Architect, or his authorized representative, as a representative of the Owner, shall visit the site at least once per week (or more per week when deemed necessary by the Owner's Superintendent or when necessary to protect Owner's interests), and at other intervals appropriate to the stage of construction, ~~or as otherwise required in Section 3.3.3, to become generally familiar with the~~ (1) to observe the progress, quantity and quality of the Work completed, (2) to reject any observed nonconforming Work, (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, ~~and to determine, in general, if the Work observed~~ (4) to guard the Owner against defects and deficiencies in the Work, (5) to determine, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract ~~Documents.~~ Documents and on time, and (6) to document progress of the Work, in written and photographic form. 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~~ Furthermore, a minimum of four job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect, unless the Owner determines that fewer meetings should be held. Attendees will include Owner's representatives, Owner's Program Manager, if appropriate, the Contractor's project manager and/or superintendent, Architect's project representative and Architect. Owner's independent testing and inspection service provider will provide on-site inspections prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. In addition, Owner's independent testing and inspection service provider will provide on-site inspections prior to covering up or closing up of portions of the construction which, if covered, would conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third party laboratory or testing services to assist the Architect, and will assist Owner in development of Requests for Proposals or other solicitations for any required testing services approved by Owner. On the basis of the weekly on-site visits and observations by the Architect, the Architect shall keep the Owner ~~reasonably~~ and Owner's Contractor informed about the progress and quality of the portion of the Work ~~completed, and report to the Owner~~ completed through Architect's field reports, and shall promptly orally report to the Owner and Contractor (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the ~~Work.~~ Work, which notice shall be followed by notice in writing of defects and nonconforming Work noted and corrective actions taken or recommended. Any services by Architect made necessary due to Architect's failure to discover a construction

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

§ 2.6.2.2 The Architect ~~has the authority to~~ shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~have the authority~~ notify Owner of the necessity to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such 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, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Construction Documents or Contract Documents, upon discovery of the defect or nonconformance, and shall notify Owner of all corrective actions taken or recommended. The testing or inspections required by this Section are subject to the requirements of Chapter 44 of the Texas Education Code.

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

§ 2.6.2.4 Interpretations and ~~decisions~~ recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and ~~decisions,~~ recommendations, 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~~ recommendations rendered in good faith. The ~~Architect's~~ Owner's decisions on matters relating to aesthetic effect shall be ~~final if consistent with the intent expressed in the Contract Documents.~~ final.

§ 2.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims.~~ The Architect shall promptly render initial written recommendations or interpretations on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 The Architect shall observe the progress of the Work, critically evaluate, review and certify the amounts due the Contractor and shall ~~issue certificates in such amounts.~~ sign and issue certificates in such amounts, if such amounts are valid, correct and deemed due and owing, in Architect's professional opinion, within seven days of receipt of Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's ~~evaluation~~ inspections, observations and/or evaluations of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, in Architect's professional opinion and to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the ~~Contract Documents.~~ Construction Documents and the Contract Documents, and that the Architect has critically evaluated and certified that the amounts requested in the Application for Payment are valid and correct, in the Architect's professional opinion. The foregoing representations are subject (1) to an inspection and evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the ~~Architect.~~ Architect in writing to Owner.

§ 2.6.3.2 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 material suppliers and other ~~data~~ data, unless 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.

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

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§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall critically review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with such reasonable promptness so as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 2.6.4.2 In accordance with ~~the Architect approved submittal schedule, the~~ Section 2.6.4.1, 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~~ the Contract Documents and all laws, statutes, codes, regulations, ordinances, and requirements applicable to Architect's design services. Review of such submittals is for the purpose of determining the general accuracy and completeness of other information such as dimensions, quantities, and ~~installation or performance of equipment or systems, which are~~ substantiating instructions for the installation of equipment or systems. Specific dimensions, quantities, installation and performance of equipment and systems remain the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect is not authorized to approve changes involving major systems such as HVAC, roof, foundation, outward appearance, color schemes, floor plans, building materials, or mechanical equipment without Owner's prior written consent.

§ 2.6.4.3 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 shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to the provisions of Section 3.3, 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~~ A properly-prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If ~~appropriate, the Architect shall prepare~~ deemed appropriate by the Architect, the Architect shall, on the Owner's behalf, prepare, reproduce, distribute and issue supplemental Drawings and Specifications in response to requests for ~~information.~~ information by the Contractor.

§ 2.6.4.5 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.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall timely review, prepare and make recommendations to Owner regarding all Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents, accompanied by all supporting documentation. With prior written notice to the Owner, the Architect may authorize 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 the provisions of Section 3.3, the~~ If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified. Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

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

§ 2.6.5.2 The Architect shall maintain all records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial ~~Completion;~~ Completion, using Owner's form; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a Certificate of Final Completion, using Owner's form; a Certification of Project Compliance as described in Section 2.1.4 herein; and a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Construction Documents and the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Construction Documents and the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved.

§ 2.6.6.3 When the Work is found to be substantially complete and again when the Work is found to be finally complete, the Architect shall inform the Owner in writing about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 2.6.6.5 ~~Upon request of the Owner, and prior to the expiration of one year from~~ Prior to the expiration of six months from the date of Substantial Completion, and, again, prior to the expiration of ten months from the date of Substantial Completion, and upon request of the Owner one more time prior to one year of the date of Substantial Completion, the Architect shall, without additional compensation, inspect the Work and conduct a meeting with the Owner and Owner's Designated Representative to review the facility operations and ~~performance.~~performance for purposes of identifying defects, warranty issues, and proposed corrections and advising Owner in writing regarding the need for correction of the Work.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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 6.2.~~ Sections 6.1 and 6.2 in AIA Document B102-2007.

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(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Any service not specified below as an Additional Service shall be considered a Basic Service.

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 3.2 below or in an exhibit attached to this document and identified below)*
§ 3.1.1	Programming	Owner/Architect	Owner: to the extent required by 19 TAC Section 61.1036; Architect: included in Basic Services
§ 3.1.2	Multiple preliminary designs	Architect	Included in Basic Services
§ 3.1.3	Measured drawings (Survey of existing buildings that do not have as-builts)	Owner	
§ 3.1.4	Existing facilities surveys	Owner	
§ 3.1.5	Basic Site Evaluation and Planning ~~(B203™–2007)~~	Architect/Owner	Included in Basic Services
§ 3.1.6	Building information modeling	Architect	Included in Basic Services
§ 3.1.7	Civil engineering	Architect	Included in Basic Services
§ 3.1.8	Landscape design	Architect	Included in Basic Services
§ 3.1.9	Architectural Interior Design (B252™–2007)	Architect	Included in Basic Services
§ 3.1.10	Value Analysis ~~(B204™–2007)~~Engineering	Architect/Owner/ CM	Included in Basic Services
§ 3.1.11	Cost estimating	Architect/CM	Included in Basic Services
~~§ 3.1.11~~	~~Detailed cost estimating~~		
§ 3.1.12	On-site project representation	Owner/CM/ Architect (weekly)	Included in Basic Services
§ 3.1.13	Conformed construction documents	Architect	Included in Basic Services
§ 3.1.14	As-designed record drawings	Architect	Included in Basic Services
§ 3.1.15	As-constructed record drawings	Contractor	
§ 3.1.16	Basic Post occupancy evaluation	Architect/Owner	Included in Basic Services
§ 3.1.17	Facility Support Services (B210™–2007)	Architect/Owner	Included in Basic Services
§ 3.1.18	Tenant-related services	Not Provided	Not Provided
§ 3.1.19	Coordination of Owner's consultants	Owner	
§ 3.1.20	Telecommunications/data design	Owner	
§ 3.1.21	Security Evaluation and Planning (B206™–2007)	Owner	
§ 3.1.22	Commissioning (B211™–2007)	Not Provided	Not Provided
§ 3.1.23	~~Extensive environmentally~~ Environmentally responsible design	Architect	Included in Basic Services
§ 3.1.24	LEED® Certification (B214™–2007)	Not Provided	Not Provided
§ 3.1.25	Fast-track design services	Not Provided	Not Provided
§ 3.1.26	Historic Preservation (B205™–2007)	Not Provided	Not Provided
§ 3.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	Not Provided

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

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§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the ~~Agreement.~~ Agreement, if agreed by Owner in writing prior to commencement of the services. In the absence of Owner's prior agreement in writing, the Owner shall have no obligation to pay for any Additional Services performed. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 ~~shall entitle the Architect to compensation pursuant to Section 6.3.~~may result in either an upward or a downward adjustment in the compensation due to the Architect. The Architect shall not be entitled to an upward adjustment in compensation or Reimbursable Expenses due to the fault or error of the Architect or Architect's consultants, but may be subject to a downward adjustment in compensation.

§ 3.3.1 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 services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery ~~method;~~ method, after Construction Documents are complete, except when said changes are due to Architect's or Architect's consultants' errors or omissions;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared ~~Instruments of Service~~ Construction Documents necessitated by the enactment or revision of codes, laws or regulations or official ~~interpretations;~~interpretations after Substantial Completion;

.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 data 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;~~

.6 contractors, to the Architect's detriment, which significantly change the services required of the Architect under this Agreement;

.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 bidders or persons providing proposals;~~

.10 Consultation concerning replacement of Work resulting from fire or other cause during ~~construction; or~~construction.

.11 ~~Assistance to the Initial Decision Maker, if other than the Architect.~~

§ 3.3.2 ~~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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

.1 ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;~~

.5 ~~Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~

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.6 ~~To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.~~

§ 3.3.3 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 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 ~~( ) visits to the~~ Four (4) visits per month to each Project site by the Architect over the duration of the Project 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

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and ~~periodically~~ update the Owner's budget for the Project, ~~including~~ when required, (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. 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.~~ shall furnish the educational program and educational specifications approved by Owner's Board of Trustees, per 19 TAC Section 61.1036. The Architect shall review the program and specifications furnished by Owner to ascertain the specific requirements of the Project and shall arrive at a mutual written understanding of such requirements with Owner. Architect shall include all components of Owner's program in the Project, unless specific written agreement to delete a component is received from Owner.

§ 4.2 The Owner shall furnish surveys ~~to~~ it has in its possession and which 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 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.~~Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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.~~recommendations, unless specifically provided otherwise in Section A.2.5.1 of AIA Document B201-2007 Exhibit A.

§ 4.4 The Owner shall furnish tests, inspections and reports that are 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.~~Documents to be furnished by Owner. To the extent that tests, inspections and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner ~~shall~~ should endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner reserves the

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right to communicate directly with the Contractor and the Architect's Consultants. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 4.6 ~~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.~~ for Construction, as amended for the Project and subject to Section 2.1.7 of this Agreement.

§ 4.7 The Owner shall provide to or obtain for the Architect and Architect's designated consultants and representatives access to the Project site prior to commencement of ~~the Work~~ the Work, to the extent such access does not disrupt education or infringe on the property rights of others, and shall obligate the Contractor to provide the Architect and Owner access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of ~~this Agreement,~~ the Architect's compensation, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and constructed by the Owner, and shall include contractors' general conditions costs, overhead and profit. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and previously approved by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of ~~the Architect,~~ the Architect or the Architect's consultants, the costs of the land, rights-of-way, financing, contingencies for changes in the ~~Work~~ Work, alternate designs of the Architect that are not constructed or accepted by the Owner, or other costs that are the responsibility of the Owner. For purposes of the Architect's compensation, the Cost of the Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative. For purposes of the Architect's compensation, the Cost of the Work shall include the Owner's cost of labor and materials furnished by the Owner in constructing portions of the Project, if the Work is designed and construction is overseen by Architect. For purposes of the Architect's compensation, the Cost of the Work shall only include the Owner's cost of fixtures, furnishing and equipment designed by the Architect, at the request of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as ~~required~~ allowed under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. ~~It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.~~ If Architect's design is determined to exceed Owner's budget, then Architect agrees to redesign the Project, at Architect's expense and as a part of Architect's Basic Services, to meet Owner's budget.

§ 5.3 The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary estimate of the Cost of the Work, which shall incorporate Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. As the design process progresses through the end of the preparation of the Construction Documents, the Architect, and, if applicable, the Construction Manager at Risk, shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. The Architect shall cooperate with Owner and, if applicable, the Construction Manager at Risk, in developing and designing the Project to satisfy Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. In 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 make reasonable adjustments in the program and scope of ~~the Project;~~ the Project with the prior consent of Owner's Board of Trustees; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. ~~The Architect's estimate of the~~

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~~Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.~~

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

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

§ 5.6 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,~~ proposal prior to commencement of the Work, 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;~~time, and/or authorize a different construction procurement method, consistent with State law;

.3 terminate in accordance with Section 5.5 of AIA Document B102–2007;

.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.~~alternative, or

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

§ 5.7 If the Owner chooses to proceed under Section ~~5.6.4,~~ 5.6.4 or 5.6.6., the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents before commencement of the Work, shall be the limit of the Architect's responsibility under this Article 5.

§ 5.8 If, after commencement of the Work, the Cost of the Work is exceeded due to the negligent errors or omissions of the Architect, then the Architect shall bear financial responsibility to Owner for the increases in the Cost of the Work, except for all materials, labor, and overhead related to the betterment obtained by the Owner. By way of example, the Architect shall bear responsibility for the difference between what would have been the original cost of that portion of the Work, but for Architect's negligent error or omission, and the actual cost of that portion of the Work performed to remedy the negligent error or omission. Further, Architect shall not be entitled to Architect's fee for the excess Cost of the Work. Unless Architect disputes the amounts due pursuant to the alternative dispute resolution process provided in Article 4 of AIA Document B102 (2007), as amended, Owner shall be entitled to withhold from sums due to Architect the amounts detailed above.

ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See AIA Document B102-2007, as amended, at Section 6.1

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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See AIA Document B102-2007, as amended, at Section 6.1

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See AIA Document B102-2007, as amended, at Section 6.1

§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the ~~Architect plus a fee of percent (%), or as otherwise stated below:~~Architect.

§ 6.5 ~~Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

See AIA Document B102-2007, as amended, at Section 6.1, for an explanation of payment of compensation due the Architect.

~~Schematic Design Phase~~		~~percent (~~		~~%)~~
~~Design Development Phase~~		~~percent (~~		~~%)~~
~~Construction Documents Phase~~		~~percent (~~		~~%)~~
~~Bidding or Negotiation Phase~~		~~percent (~~		~~%)~~
~~Construction Phase~~		~~percent (~~		~~%)~~
~~Total Basic Compensation~~	~~one hundred~~	~~percent (~~	~~100~~	~~%)~~

§ 6.6 ~~When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, 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 AIA Document B102-2007, as amended, at Section 6.1

Employee or Category	Rate

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

See AIA Document B201-2007 Exhibit A, as amended.

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

OWNER

(Signature)
Mr. Timothy Johnson
President, Board of Trustees
Grand Prairie Independent School District

ARCHITECT

(Signature)
Mr. Eric Horstman
Principal
Corgan Associates, Inc.
(Printed name and title)

ATTEST:

Ms. Bebe Bingham
Secretary, Board of Trustees
Grand Prairie Independent School District

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lynn Rossi Scott, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 09:24:49 on 01/26/2010 under Order No. 9769269420_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2007 - Standard Form of Architect's Services: Design and Construction Contract Administration, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Lynn Rossi Scott
(Signed)

Shoreholder, Brockett + Ellis PC
(Title) Attorney for Grand Prairie ISD

1.29.10
(Dated)

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AIA® Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the first day of February in the year 2010
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, ~~legal status,~~ address and other information)

Grand Prairie Independent School District
2602 S. Belt Line Road
Grand Prairie, Texas 75052

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

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

Corgan Associates, Inc.
401 North Houston Street
Dallas, Texas 75202

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

Travis Elementary Annex Renovations

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 ~~The Architect shall provide the following professional services:~~Architect certifies that Architect is a registered professional architect or engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupations Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost for construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Architect agrees to notify Owner should Architect's registration status change. Architect certifies that Architect and Architect's employees and agents are eligible to work under federal, state and local immigration laws and regulations. The Architect shall provide the professional services as set forth in AIA Document B201-2007.

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

§ 1.2 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. In compliance with 19 Texas Administrative Code ("TAC") Section 61.1036, Architect shall certify that he has reviewed the standards contained in the regulation and used the best professional judgment and reasonable care consistent with the practice of architecture and/or engineering in the State of Texas in executing the construction documents. The Architect's or engineer's seal and signature on the Construction Documents shall indicate certification of compliance with this section. "Certify" under 19 TAC Section 61.1036 means that the Architect has reviewed the standards contained in Texas Education Agency rules and used the best professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas in executing the Construction Documents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The representative shall be a registered professional architect licensed to practice in the state of Texas.

§ 1.4 Except with the Owner's knowledge and prior written 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.

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INSURANCE

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

.1 Worker's Compensation $1,000,000

Employer's Liability $500,000

.2 Comprehensive General Liability

Bodily Injury $1,000,000 each occurrence
$2,000,000 aggregate

Property damage $2,000,000 each occurrence

.3 Automobile Liability

Combined Single Limit $1,000,000

.4 Errors and Omissions Insurance $5,000,000 annual aggregate.

.5 Umbrella Excess Liability Coverage Policy: $9,000,000 per occurrence
$9,000,000 aggregate

.6 Architectural and engineering consultants shall carry errors and omissions insurance in an amount not less than $1,000,000.

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

.1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner.

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.2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.

.5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.

.6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:

.1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

.9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;

.2 Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;

.3 Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

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.4 Obtain from each other person with whom it contracts, and provide to the Architect:

.1 A certificate of coverage, prior to the other person beginning work on the Project; and

.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

.6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and

.7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

.12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner.

.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

§ 1.5.3 INDEMNITY. Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. Architect agrees to correct any material defect or omission in the Construction Documents, at no cost to Owner. ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 16.008(c) OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE), INDEMNIFY AND HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEY'S FEES, ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY OR ALL PERSONS, INCLUDING INVITEES

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AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, WHICH MAY DIRECTLY ARISE FROM OR BE CONNECTED WITH ANY ACT OF NEGLIGENCE ON THE PART OF ARCHITECT OR ANY BREACH OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any person, which may arise out of or may be caused by any act of negligence or breach of obligation under this Agreement by Owner or Owner's employees or agents, except Architect.

~~§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:~~

~~*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*~~

~~.1 General Liability~~

~~.2 Automobile Liability~~

~~.3 Workers' Compensation~~

~~.4 Professional Liability~~

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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. 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.~~ requirements, but only to the extent required by 19 Texas Administrative Code Section 61.1036. The Owner hereby refers Architect to any applicable building code authority to obtain building code requirements.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the ~~Project.~~ Project, subject to the limitations identified in Article A.2.1 of AIA Document B201-2007, Exhibit A, as amended. 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. Provided, however, nothing herein shall relieve Architect of any responsibility or liability for the performance of Architect's contracted services which are not affected by any delay by Owner.

§ 2.3 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 consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect ~~requests such services and demonstrates that they~~ or Owner requests such services, the services are approved by Owner, and the services are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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§ 2.4 ~~The Owner shall furnish all legal, insurance~~ Unless otherwise provided in this Agreement, the Owner may, in its sole discretion, furnish legal 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.

§ 2.5 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.~~ Construction Documents. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting ~~Instruments of Service,~~ Construction Documents, 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. If the Owner and Architect intend to transmit ~~Instruments of Service~~ Construction Documents or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 Architect shall provide to Owner all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents (including the necessary number of paper and electronic copies) hereinafter referred to as "Construction Documents," that are within Architect's scope of services and that are sufficient for Owner to complete construction of the Project. If the Construction Documents are not free from material defects or omissions, then Architect shall correct same at no cost to Owner. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective ~~Instruments of Service,~~ Construction Documents, 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~~ copyrights, provided, however, Architect and Architect's consultants shall not use the Construction Documents on another project without Owner's written permission. Submission or distribution of Construction Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to ~~use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement.~~ use, reproduce and distribute the Architect's Construction Documents solely and exclusively for constructing, using, maintaining, and renovating the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.~~

§ 3.3.1 This nonexclusive license shall survive termination of this Agreement, and Architect hereby grants permission to Owner to use the Construction Documents for future renovations, repairs, additions or alterations to the Project. In the event the Owner uses the ~~Instruments of Service~~ Construction Documents without retaining the author of the ~~Instruments of Service,~~ Construction Documents, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.~~

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the ~~Instruments of Service~~ Construction Documents shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the terms of this Agreement, the requirements of the method of ~~binding~~ dispute resolution selected in this Agreement and within the period specified by ~~applicable~~ this Agreement and by Texas law, but in any case not more than ~~10~~ 12 years after the date of Substantial Completion of the Work. The ~~Owner and Architect waive~~ Architect waives all claims and causes of action not commenced in accordance with this Section 4.1.1.

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

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

§ 4.1.2 ~~To~~ Only 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 A201–2007, General Conditions ~~of~~ f the Contract for Construction, as amended for this Project, and if applicable. 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.

§ 4.1.3 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 5.7.~~Agreement. In any litigation (or arbitration if mutually agreed upon in writing) arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271 In any adjudication under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party.

§ 4.2 MEDIATION

§ 4.2.1 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.~~resolution, unless the filing deadlines under applicable statutes of limitation an/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 4.2.2 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 the Agreement.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the mutually-acceptable 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~~

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~~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.~~In the event the parties are unable to agree on a mediator, then the mediation shall be conducted by either the Center for Public Policy Dispute Resolution at the University of Texas School of Law or by a mediator selected by a local district court judge upon the joint request of the parties. The request shall be made within 30 days after the completion of Owner's grievance process. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in controversy would be barred by applicable statutes of limitation.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the ~~place where the Project~~ county where Owner's main administrative office is located, unless another location is mutually agreed upon. Mediation shall be subject to and in accordance with Chapter 154 of the Texas Civil Practice & Remedies Code. Agreements reached in mediation shall be ~~enforceable as settlement agreements in any court having jurisdiction thereof.~~reduced to writing, considered for approval by the Owner's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

[ ] ~~Arbitration pursuant to Section 4.3 of this Agreement~~

[X] Litigation in a court of competent jurisdiction

[ ] ~~Other (Specify)~~

§ 4.3 ARBITRATION

§ 4.3.1 ~~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.~~

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

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

§ 4.3.2 ~~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.~~

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§ 4.3.3 ~~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.~~

§ 4.3.4 ~~CONSOLIDATION OR JOINDER~~

§ 4.3.4.1 ~~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).~~

§ 4.3.4.2 ~~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.~~

§ 4.3.4.3 ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for ~~termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid 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.~~termination, if not cured after ten (10) days' written notice to Owner of the delinquency. Architect shall be allowed to suspend Architect's performance of services under this Agreement for nonpayment by Owner only after the provision of ten (10) days' written notice, in accordance with Texas Government Code Section 2251.051 et seq.

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

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

§ 5.4 Either party may terminate this Agreement upon not less than ~~seven~~ twenty-one (21) days' written notice and opportunity to cure 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.

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

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 5.7.~~ due.

§ 5.7 ~~Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal

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law related to or relevant to the Project, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

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

§ 5.8 ~~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 3 and Section 6.3.~~

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for all undisputed payments for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reasons for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Section 2251.051 (c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.4.3 of this Agreement.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

For all Basic Services, compensation shall be a lump sum of $75,000.00

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

Schematic Design Phase:	15%
Design Development Phase:	20%
Construction Documents Phase:	40%
Bidding and Negotiation Phase:	5%
Construction Administration Phase:	20%

If the services of the Architect are changed, or requested to be changed by Owner, the Architect's compensation may be adjusted by mutual agreement of Architect and Owner. Such adjustment, if based on Direct Personnel Expense, shall be calculated as described below or, if no method of adjustment is indicated, in an equitable manner.

Managing Principal	$275/hour
Principal	$230/hour
Design Director	$230/hour
Vice President	$195/hour
Associate	$170/hour

Project Manager	$125-185/hour
Senior Architect	$115-155/hour
Project Architect	$85-145/hour
Project Architectural Staff	$80-135/hour
Architect	$85-115/hour
Architectural Staff	$75-115/hour
Architectural Intern	$70-90/hour
Student Architectural Intern	$50-70/hour

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ID Project Manager	$120-160/hour
Senior Interior Designer	$95-125/hour
Project Interior Designer	$85-115/hour
Project Interior Design Staff	$70-100/hour
Interior Designer	$70-95/hour
Interior Design Staff	$65-90/hour
Interior Design Intern	$60-75/hour
Student Interior Design	$45-65/hour
Construction Administrator	$125/hour
Graphic Designer	$65-115/hour
Specialist	$55-70/hour
Specification Writer	$115/hour
Computer Systems	$90-120/hour
Administrator Support	$65-85/hour

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1
.2
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents of Construction Documents, other than those required to be provided by Architect under this Agreement;
.5 Postage, handling and delivery of Construction Documents, other than those required to be provided by Architect under this Agreement;
.6
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8
.9
.10
.11 . Reimbursable expense designated elsewhere in this Agreement.

§ 6.2.1 ~~Reimbursable Expenses are in addition to compensation for the Architect's professional services and include~~ For Reimbursable Expenses, the compensation shall be the actual expenses incurred by the Architect and the Architect's consultants ~~directly related to the Project, as follows:~~

.1 ~~Transportation and authorized out-of-town travel and subsistence;~~
.2 ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
.3 ~~Fees paid for securing approval of authorities having jurisdiction over the Project;~~
.4 ~~Printing, reproductions, plots, standard form documents;~~
.5 ~~Postage, handling and delivery;~~
.6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
.7 ~~Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
.8 ~~Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
.9 ~~All taxes levied on professional services and on reimbursable expenses;~~
.10 ~~Site office expenses; and~~
.11 ~~Other similar Project-related expenditures.~~

§ 6.2.2 ~~For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of percent (%) of the expenses incurred.~~

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§ 6.3
~~COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~COMPENSATION FOR USE OF ARCHITECT'S CONSTRUCTION DOCUMENTS

~~If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:~~The parties agree that Architect's compensation for Basic Services includes all licensing fees for Owner's use of the Construction Documents, including use after termination of this Agreement.

§ 6.4 PAYMENTS TO THE ARCHITECT

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

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments ~~are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date~~ for undisputed amounts are due and payable within 45 days after presentation of the Architect's invoice to Owner's designated representative. Undisputed amounts unpaid more than forty-five (45) days after Owner's receipt of the invoice 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.~~specified by Texas Government Code Section 2251.025 or its successor.

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

~~%~~

§ 6.4.3 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.~~may withhold payments to the Architect for the purposes of reimbursing Owner for any damages caused by Architect, for changes in the Cost of the Work which result in Architect's compensation being reduced, or for Architect's failure to comply with the provisions of any part of this Agreement. The Owner may also withhold payments to the Architect to secure performance of Architect's services and obligations under any part of this Agreement. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reasons for nonpayment, and shall give Architect an opportunity to cure the noncompliance, or offer compensation for noncompliance that cannot be cured, in accordance with Texas Government Code Section 2251.051(c) and (d).

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times.~~provided to the Owner upon presentation of Architect's progress payment applications.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 GOVERNING LAW. This Agreement shall be governed by the law of the ~~place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.~~State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue for any disputes shall be in Dallas County, or, if no county is specified, then the county in which the Owner's main administrative office is located.

§ 7.2 MEANING OF TERMS. Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for ~~Construction.~~Construction, as amended for this Project. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

§ 7.3 AGENTS AND ASSIGNS. 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

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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.

§ 7.4 EXECUTION OF CERTIFICATES. 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.

§ 7.5 NO THIRD PARTY BENEFICIARY. 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.

§ 7.6 HAZARDOUS MATERIALS. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials ~~or toxic substances in any form at the Project site.~~in any form at the Project site unless Architect's acts or omissions introduced or caused or allowed to be introduced to the Project site said hazardous materials as defined in AIA Document A201-2007, as amended for this Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered or known by Architect to be on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

§ 7.7 ~~The Architect shall have the right to~~ PROMOTIONAL MATERIALS. With prior written consent of the Owner, the Architect may 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.~~has provided the Architect notice of confidential information in Section 7.8 of this Agreement.

§ 7.8 CONFIDENTIALITY. If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 *et seq.*

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

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

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

§ 7.13 CHILD SUPPORT. By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

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

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

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

§ 7.17 CRIMINAL HISTORY RECORD CHECKS

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

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

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

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another state.

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

§ 7.19 COMPLAINTS. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas under the Architects Registration Law. Texas Occupations Code Chapter 1051. The Texas Board of Architectural Examiners can be reached at P. O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, by phone at (512) 305-9000, by fax at (512) 305-8900, or on the web at http://www.tbae.state.tx.us.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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.~~ oral, unless specifically provided for otherwise in this Agreement, as amended. This Agreement may be amended only by written instrument signed by both ~~Owner~~ Owner's Board of Trustees and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B102–2007, Standard Form Agreement Between Owner and ~~Architect~~Architect, as amended for this Project;

.2 AIA Documents B201-2007, Standard Form Agreement Between Owner and Architect, as amended for this Project;

.3 AIA Document B201-2007 Exhibit A, Initial Information, as amended for this Project;

.4 AIA Document E201–2007, Digital Data Protocol Exhibit, if completed, or the following:

~~.3~~ .5 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

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User Notes:

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
Mr. Timothy Johnson	Mr. Eric Horstman
President, Board of Trustees	Principal
Grand Prairie Independent School District	Corgan Associates
~~*(Printed name and title))*~~	*(Printed name and title)*

ATTEST:

Ms. Bebe Bingham
Secretary, Board of Trustees
Grand Prairie Independent School District

Init.
/

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User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Lynn Rossi Scott, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:03:08 on 01/28/2010 under Order No. 9769269420_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2007 - Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Lynn Rossi Scott
(Signed)

Shareholder, Brackett & Ellis PC
Attorney for Grand Prairie ISD
(Title)

1.29.10
(Dated)

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GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Action

Topic: Consider Approval of TAKS Flex Days for Student Success 2010-2011

Submitted by: Melissa Rowe

Department: Instructional Delivery

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

RECOMMENDATION: I recommend that the Board of Education support the TAKS Flex Days for Student Success on February 16-18 and March 7-11, 2011.

RATIONALE: TEA allows, under the Optional Flexible Year Program, districts to waive attendance for students who have met standard in all subjects of TAKS for up to ten days during the school year in order to allow intensive instructional services for those at risk of not being successful.

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Action

Topic: Adoption of Order of Election

Submitted by: Julie F. Spears and Mike Wallace

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

RECOMMENDATION:

I recommend the Board of Education adopt the Order of Election as submitted and establish the date of May 8, 2010 for the Board of Education Election.

RATIONALE:

An Order of Election has been prepared for a School Board Election to be held on May 8, 2010. The Order is presented to the Board of Education for adoption at this board meeting on February 11, 2010, at the Grand Prairie ISD Education Center, 2602 South Belt Line Road, Grand Prairie, Texas. The Calendar of Events pertaining to this election is included for your information. The beginning date for filing was February 8, 2010, with the last date for filing being March 8, 2010.

The positions for election this year are Terry Brokks (Place 1), and Chester McCrary (Place 2).

Dallas County Elections will conduct the Election. Early voting by personal appearance will being April 26 and conclude May 4. The Grand Prairie locations for early voting will be Crosswinds High School and Garner Elementary School, Grand Prairie, Texas. The Election Coordinator for the District will be Mike Wallace.

BUDGETARY INFORMATION:

Projected pro-rata cost of election is approximately $27,000.00

BOARD POLICY REFERENCE AND COMPLIANCE:

BBB (LEGAL) and BBB (LOCAL)

ORDER OF ELECTION

An election is hereby ordered to be held on May 8, 2010 for the purpose of: electing to the Board of Trustees of the Grand Prairie Independent School District one trustee each for positions designated as Place 1 and Place 2 for a full three-year term.

Early voting by personal appearance in Grand Prairie will be conducted as follows:

*Crosswinds High School – 1100 North Carrier Parkway (75050)

April 26 through April 30	8:00 a.m. to 5:00 p.m.
May 1	8:00 a.m. to 5:00 p.m.
May 2	1:00 p.m. to 6:00 p.m.
May 3 through May 4	7:00 a.m. to 7:00 p.m.

*Garner Elementary School, 145 Polo Road (75052)

April 26 through April 30	8:00 a.m. to 5:00 p.m.
May 1	8:00 a.m. to 5:00 p.m.
May 2	1:00 p.m. to 6:00 p.m.
May 3 through May 4	7:00 a.m. to 7:00 p.m.

***NOTE: Refer to attachment for other voting sites by personal appearance.**

Applications for ballot by mail shall be mailed to:

Bruce R. Sherbet, Early Voting Clerk
(Name of Early Voting Clerk)

8th Floor, Elections Dept., 2377 N. Stemmons Frwy.
(Address)

Dallas, Texas 75207
(City) (Zip Code)

Applications for ballots by mail must be received no later than the close of business on April 30, 2010.

Issued this the 11th day of February, 2010.

_____
Signature of Presiding Officer

ORDEN DE ELECCIÓN

Por la presente se ordena que se llevará a cabo una elección el día 8 de mayo del 2010 con el propósito de: eligir al Consejo de Administración del Distrito Escolar Independiente de Grand Prairie un administrador a cada puesto designado por Lugar Núm. 1 y Lugar Núm 2 a un término completo de 3 años.

La votación adelantada en persona se llevará a cabo de tal manera en Grand Prairie:

*Crosswinds High School – 1100 North Carrier Parkway (75050)

Abril 26 hasta Abril 30	8:00 a.m. to 5:00 p.m.
Mayo 1	8:00 a.m. to 5:00 p.m.
Mayo 2	1:00 p.m. to 6:00 p.m.
Mayo 3 hasta Mayo 4	7:00 a.m. to 7:00 p.m.

*Garner Elementary School, 145 Polo Road (75052)

Abril 26 hasta Abril 30	8:00 a.m. to 5:00 p.m.
Mayo 1	8:00 a.m. to 5:00 p.m.
Mayo 2	1:00 p.m. to 6:00 p.m.
Mayo 3 hasta Mayo 4	7:00 a.m. to 7:00 p.m.

***NOTA: Refiera a lo adjunto para otros sitios de votación adelantada.**

Las solicitudes para boletas que se votarán adelantadas por correo deberán enviarse a:

Bruce R. Sherbet, Early Voting Clerk
(Nombre del Secretario de la Votación Adelantada)

8th Floor, Elections Dept., 2377 N. Stemmons Frwy.
(Dirección)

Dallas, Texas 75207
(Ciudad) (Zona Postal)

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el día 30 de Abril del 2010 .

Emitida este día 11 de Febrero , 2010 .

_____
Firma del Oficial Que Preside

CALENDAR OF EVENTS FOR SCHOOL BOARD ELECTION

to be held on Saturday, May 8th , 2010

Place 1 Mr. Terry Brooks Place 2 Mr. Chester McCrary

CALENDAR DATES	ELECTION ACTIVITY
Monday, February 8, 2010	First day to submit application for place on ballot
Thursday, February 11, 2010	Order Calling for Election
Monday, March 8,2010	Last day to file for place on ballot
Monday, March 8,2010	Last day to order list of Registered voters
Tuesday, March 9,2010	Post notice of position drawing on ballot (drawing date March 12
Friday, March 12,2010	Drawing for candidate position on ballot
Monday, March 15, 2010	Last day for "write-in" candidate to file 5:00 pm
Tuesday, March16, 2010	Last day candidate may withdraw and not appear on ballot 5:00 pm
Tuesday, March 16, 2010	District may declare election unnecessary if positions are unopposed
Thursday, April 8, 2010	First published notification of School Board Election
Thursday, April 8, 2010	Last day to register to vote for May 8th Election
Friday, April 9, 2010	Last day for filing contribution/expenditure report
Monday, April 26, 2010	First day for early voting (Garner Elementary & Crosswinds HS)
Wednesday, April 28, 2010	Last published notification of School Board Election
Tuesday, May 4, 2010	Last day of early voting by personal appearance
Saturday, May 8, 2010	ELECTION DAY - (results partial pending "provisional votes")
Tuesday, May11, 2010	First day to canvas votes*
Wednesday, May 19, 2010	Last day to canvas votes*
	*Notice must be posted 72 hrs. continuously before conducted

13. EARLY VOTING

13.1 Bruce R. Sherbet, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, subject to the approval of the contracting authorities of the participating political subdivisions, as needed to process early voting mail and to conduct early voting at the main location and branch locations. If a participating political subdivision recommends a person not listed in Attachment "D", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the deputy early voting judge/clerk. Once a person has been notified of his/her selection as deputy early voting judge/clerk, no changes may be made by any of the participating authorities. The recommended deputy early voting judges/clerks for the main and branch early voting locations are listed in Attachment "D".

13.2 Early voting by personal appearance will be conducted at the main and branch locations on weekdays beginning Monday, April 26, 2010, and continuing through Friday, April 30, 2010, between 8:00am and 5:00pm; Saturday, May 1, 2010 between 8:00 am and 5:00pm; Sunday, May 2, 2010, between 1:00pm and 6:00pm; Monday, May 3, 2010, and continuing through Tuesday, May 4, 2010 between 7:00am and 7:00pm.

Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location, branch locations, or temporary branch locations.

MAIN EARLY VOTING POLLING PLACE:

DALLAS COUNTY RECORDS BUILDING
509 Main Street
Dallas 75202

BRANCH EARLY VOTING POLLING PLACES:

ADDISON FIRE STATION
4798 AIRPORT PKWY
ADDISON, TEXAS 75240

AUDELIA ROAD LIBRARY
10045 AUDELIA ROAD
DALLAS, TEXAS 75238

BALCH SPRINGS CITY HALL
3117 HICKORY TREE RD
BALCH SPRINGS, TEXAS 75180

CROSSWINDS HIGH SCHOOL
1100 N CARRIER PKWY
GRAND PRAIRIE, TEXAS 75050

CARROLLTON-FARMERS BRANCH ISD Admin. Bldg.
1445 N. PERRY
CARROLLTON, TEXAS 75006

CEDAR HILL GOVT. CENTER
285 UPTOWN BLVD
CEDAR HILL, TEXAS 75104

COCKRELL HILL CITY HALL
4125 W. CLARENDON
DALLAS, TEXAS 75211

COPPELL TOWN CENTER
255 W. PARKWAY BLVD.
COPPELL, TEXAS 75019

DALLAS COUNTY WCID #6
13503 ALEXANDER RD.
BALCH SPRINGS, TEXAS 75180

DISD ADMINISTRATION BLDG
3700 ROSS AVE.
DALLAS, TEXAS 75204

DESOTO TOWN CENTER LIBRARY
211 E PLEASANT RUN RD
DESOTO, TEXAS 75115

DUNCANVILLE LIBRARY
201 JAMES COLLINS
DUNCANVILLE, TEXAS 75137

FARMERS BRANCH CITY HALL
13000 WILLIAM DODSON
FARMERS BRANCH, TEXAS 75234

GARLAND CITY HALL
200 N. FIFTH ST.
GARLAND, TEXAS 75040

GISD STUDENT SERVICE CENTER
720 STADIUM DR
GARLAND, TEXAS 75040

GARNER ELEMENTARY
145 POLO ROAD
GRAND PRAIRIE, TEXAS 75052

GLENN HEIGHTS CITY HALL
1938 S. HAMPTON RD
GLENN HEIGHTS, TEXAS 75154

HUTCHINS CITY HALL
321 N. MAIN ST.
HUTCHINS, TEXAS 75141

IRVING CITY HALL
825 W. IRVING BLVD.
IRVING, TEXAS 75060

LANCASTER ACTIVITY CENTER
101 HOLLEY PARK DR.
MESQUITE, TEXAS 75149

NORTH DALLAS GOVT. CENTER
10056 MARSH LN.
DALLAS, TEXAS 752229

OUR REDEEMER LUTHERAN CHURCH
7611 PARK LANE
DALLAS, TEXAS 75225

RICHARDSON CIVIC CENTER
411 W ARAPAHO
RICHARDSON, TEXAS 75080

SACHSE CITY HALL
5560 HWY 78
SACHSE, TEXAS 75048

SUNNYVALE TOWN HALL
127 N COLLINS RD
SUNNYVALE, TEXAS 75182

VETERANS MEDICAL CENTER(MAIN LOBBY)
4500 S LANCASTER
DALLAS, TEXAS 75216

WILMER COMMUNITY CENTER
101 DAVIDSON PLAZA
WILMER, TEXAS 75172

HARRY STONE RECREATION CENTER
2403 MILLMAR DR.
DALLAS,TEXAS 75228

IRVING ARTS CENTER
3333 N. MACARTHUR BLVD.
IRVING, TEXAS 75061

LAKESIDE ACTIVITY CENTER
101 HOLLEY PARK DRIVE
MESQUITE, TEXAS 75149

LANCASTER LIBRARY
1600 VETERANS MEMORIAL PKWY
LANCASTER, TEXAS 75134

OAK CLIFF SUBCOURTHOUSE
410 S. BECKLEY AVE.
DALLAS, TEXAS 75203

PLEASANT OAKS REC CENTER
8701 GREENMOUND
DALLAS, TEXAS 75227

ROWLETT LIBRARY
3900 MAIN STREET
ROWLETT, TEXAS 75088

SEAGOVILLE CITY HALL
702 N HWY 175
SEAGOVILLE, TEXAS 75159

VALLEY RANCH LIBRARY
401 CIMMARON TRAIL
IRVIGN, TEXAS 75063

WEST DALLAS MULTIPURPOSE CENTER
2828 FISHTRAP
DALLAS, TEXAS 75212

13.3 All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Each participating political subdivision will appoint one member to the board/committee and will notify DCED of the person's name, telephone number and address no later than March 26, 2010. The participating political subdivisions agree to appoint Chorsia Davis as presiding judge and Pam Thomas as alternate judge of the early voting ballot board.

13.5 A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating political subdivision.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Action

Topic: Consider Approval of Revisions to Local Policies Designating the District ADA/Section 504 Coordinators

Submitted by: Tom Dyar, Legal Counsel

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

RECOMMENDATION:

The Administration recommends that the Board of Trustees approve revisions to DIA(LOCAL), FB(LOCAL), and FFH(LOCAL) as presented, which designate the District's ADA/Section 504 Coordinators.

designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Sandra De La Cruz

Position: Executive Director of Pupil Support Services

Address: 2602 South Belt Line Road, Grand Prairie, TX 75052-5344

Telephone: (972) 237-5366

ADA / SECTION 504 COORDINATOR

Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973:

Name: Julie Spears

Position: Assistant Superintendent of Business Operations

Address: 2602 South Belt Line Road, Grand Prairie, TX 75052-5344

Telephone: 972-237-5546

ASSISTANT SUPERINTENDENT FOR HUMAN RESOURCES

The assistant superintendent for human resources shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE REPORTING PROCEDURES

An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.

NOTICE OF REPORT

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

TITLE IX COORDINATOR

The District designates the following employee to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Sandra De La Cruz

Position: Executive Director of Pupil Support Services

Address: 2602 South Belt Line Road, Grand Prairie, TX 75052-5344

Telephone: (972) 237-5366

SECTION 504 COORDINATOR

The District designates the following employee to coordinate its efforts to comply with Section 504 of the Rehabilitation Act of 1973, as amended:

Name: DebiSu Yelverton

Position: Director of Counseling Services

Address: 2602 South Belt Line Road, Grand Prairie, TX 75052-5344

Telephone: (972) 237-5311

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

COMPLAINTS

Allegations of unlawful discrimination, prohibited harassment, including sexual harassment, or retaliation shall be made according to FFH(LOCAL).

RECORDS RETENTION

Copies of reports alleging discrimination, prohibited harassment, including sexual harassment, and retaliation; investigation reports; and related records shall be maintained by the District for a period of at least three years. If the person alleged to have experienced discrimination, prohibited harassment, or retaliation was a minor, the records shall be maintained until the person reaches the age of 21.

SECTION 504 COMMITTEE

The Section 504 coordinator and members of the Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services to those students who have disabilities, but who are not in need of special education in accordance with the Individuals with Disabilities Education Act (IDEA). [See EHBA]

The Section 504 committee shall be composed of at least two persons, including persons knowledgeable about the student, the meaning of the evaluation data, the placement options, and the

prohibited conduct should immediately report the alleged acts to a teacher, counselor, principal, or other District employee.

Alternatively, a student may report prohibited conduct directly to one of the District officials below:

DEFINITION OF DISTRICT OFFICIALS

For the purposes of this policy, District officials are the Title IX coordinator, the Section 504 coordinator, and the Superintendent.

TITLE IX COORDINATOR

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following employee to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended:

Name: Sandra De La Cruz

Position: Executive Director of Pupil Support Services

Address: 2602 South Belt Line Road, Grand Prairie, TX 75052-5344

Telephone: (972) 237-5366

SECTION 504 COORDINATOR

Reports of discrimination based on disability may be directed to the Section 504 coordinator. The District designates the following employee to coordinate its efforts to comply with Section 504 of the Rehabilitation Act of 1973, as amended:

Name: DebiSu Yelverton

Position: Director of Counseling Services

Address: 2602 South Belt Line Road, Grand Prairie, TX 75052-5344

Telephone: (972) 237-5311

SUPERINTENDENT

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

ALTERNATIVE REPORTING PROCEDURES

A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

TIMELY REPORTING

Reports of prohibited conduct shall be made as soon as possible

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Action

Topic: Consider Approval of Grand Prairie Independent School District Flexible Benefits Plan

Submitted by: Julie F. Spears

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

RECOMMENDATION:

The Administration recommends the Board of Trustees approve the Grand Prairie Independent School District Flexible Benefits Plan as presented.

RATIONALE:

A cafeteria plan is a separate written plan maintained by an employer for employees that meets the specific requirements of and regulations of section 125 of the Internal Revenue Code. It provides participants an opportunity to receive certain benefits on a pretax basis. Participants in a cafeteria plan must be permitted to choose among at least one taxable benefit (such as cash) and one qualified benefit.

A qualified benefit is a benefit that does not defer compensation and is excludable from an employee's gross income under a specific provision of the Code, without being subject to the principles of constructive receipt. Qualified benefits include:

- Accident and health benefits (but not Archer medical savings accounts or long-term care insurance);
- Adoption assistance;
- Dependent care assistance;
- Group-term life insurance coverage;
- Health savings accounts, including distributions to pay long-term care services.

The written plan must specifically describe all benefits and establish rules for eligibility and elections.

A section 125 plan is the only means by which an employer can offer employees a choice between taxable and nontaxable benefits without the choice causing the benefits to become taxable. A plan offering only a choice between taxable benefits is not a section 125 plan.

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT FLEXIBLE BENEFITS PLAN

This Document is effective September 1, 2009

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1.26 **STUDENT** ..... ERROR! BOOKMARK NOT DEFINED.

ARTICLE II – ELIGIBILITY AND PARTICIPATION.....ERROR! BOOKMARK NOT DEFINED.

2.01 **ELIGIBILITY TO PARTICIPATE** ..... ERROR! BOOKMARK NOT DEFINED.
2.02 **TERMINATION OF PARTICIPATION** ..... ERROR! BOOKMARK NOT DEFINED.
2.03 **QUALIFYING LEAVE UNDER FAMILY LEAVE ACT** ..... ERROR! BOOKMARK NOT DEFINED.
2.04 **NON-FMLA LEAVE** ..... ERROR! BOOKMARK NOT DEFINED.

ARTICLE III – PREMIUM ELECTIONS.....ERROR! BOOKMARK NOT DEFINED.

3.01 **ELECTION OF CONTRIBUTIONS** ..... ERROR! BOOKMARK NOT DEFINED.
3.02I **INITIAL ELECTION PERIOD** ..... ERROR! BOOKMARK NOT DEFINED.
3.03 **ANNUAL ELECTION PERIOD** ..... ERROR! BOOKMARK NOT DEFINED.
3.04 **CHANGE OF ELECTIONS** ..... ERROR! BOOKMARK NOT DEFINED.
3.05 **IMPACT OF TERMINATION OF EMPLOYMENT ON ELECTION OR CESSATION OF ELIGIBILITY** ..... ERROR! BOOKMARK NOT DEFINED.

ARTICLE IV – PREMIUM PAYMENTS AND CREDITS AND DEBITS TO ACCOUNTS
.....ERROR! BOOKMARK NOT DEFINED.

4.01 **SOURCE OF BENEFIT FUNDING** ..... ERROR! BOOKMARK NOT DEFINED.

4.02 **REDUCTION OF CERTAIN ELECTIONS TO PREVENT DISCRIMINATION .** ERROR! BOOKMARK NOT DEFINED.

ARTICLE V – BENEFITS ..... ERROR! BOOKMARK NOT DEFINED.

5.01 **QUALIFIED BENEFITS** ..... ERROR! BOOKMARK NOT DEFINED.
5.02 **CASH BENEFIT** ..... ERROR! BOOKMARK NOT DEFINED.

ARTICLE VI – PLAN ADMINISTRATION ..... ERROR! BOOKMARK NOT DEFINED.

6.01 **ALLOCATION OF AUTHORITY** ..... ERROR! BOOKMARK NOT DEFINED.
6.02 **PROVISION FOR THIRD-PARTY PLAN SERVICE PROVIDERS** ..... ERROR! BOOKMARK NOT DEFINED.
6.03 **FIDUCIARY LIABILITY** ..... ERROR! BOOKMARK NOT DEFINED.
6.04 **COMPENSATION OF PLAN ADMINISTRATOR** ..... ERROR! BOOKMARK NOT DEFINED.
6.05 **BONDING** ..... ERROR! BOOKMARK NOT DEFINED.
6.06 **PAYMENT OF ADMINISTRATIVE EXPENSES** ..... ERROR! BOOKMARK NOT DEFINED.
6.07 **FUNDING POLICY** ..... ERROR! BOOKMARK NOT DEFINED.

ARTICLE VII – CLAIMS PROCEDURES ..... ERROR! BOOKMARK NOT DEFINED.

ARTICLE VIII – AMENDMENT OR TERMINATION OF PLAN ..... ERROR! BOOKMARK NOT DEFINED.

8.01 **PERMANENCY** ..... ERROR! BOOKMARK NOT DEFINED.
8.02 **EMPLOYER'S RIGHT TO AMEND** ..... ERROR! BOOKMARK NOT DEFINED.
8.03 **EMPLOYER'S RIGHT TO TERMINATE** ..... ERROR! BOOKMARK NOT DEFINED.
8.04 **DETERMINATION OF EFFECTIVE DATE OF AMENDMENT OR TERMINATION** ..... ERROR! BOOKMARK NOT DEFINED.

ARTICLE IX – GENERAL PROVISIONS ..... ERROR! BOOKMARK NOT DEFINED.

9.01 **NOT AN EMPLOYMENT CONTRACT** ..... ERROR! BOOKMARK NOT DEFINED.
9.02 **APPLICABLE LAWS** ..... ERROR! BOOKMARK NOT DEFINED.
9.03 **REQUIREMENT FOR PROPER FORMS** ..... ERROR! BOOKMARK NOT DEFINED.
9.04 **MULTIPLE FUNCTIONS** ..... ERROR! BOOKMARK NOT DEFINED.
9.05 **TAX EFFECTS** ..... ERROR! BOOKMARK NOT DEFINED.
9.06 **GENDER AND NUMBER** ..... ERROR! BOOKMARK NOT DEFINED.
9.07 **HEADINGS** ..... ERROR! BOOKMARK NOT DEFINED.
9.08 **INCORPORATION BY REFERENCE** ..... ERROR! BOOKMARK NOT DEFINED.
9.09 **SEVERABILITY** ..... ERROR! BOOKMARK NOT DEFINED.
9.10 **EFFECT OF MISTAKE** ..... ERROR! BOOKMARK NOT DEFINED.

PREAMBLE

Effective as of the date set forth below, Grand Prairie Independent School District established the Grand Prairie Independent School District Flexible Benefits Plan (the "Plan" or “Cafeteria Plan”) for its Employees for purposes of providing eligible Employees with the opportunity to choose from among the Benefit Package Options available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
Grand Prairie Independent School District Flexible Benefits Plan

ARTICLE I
DEFINITIONS

1.01 "Affiliated Employer" means any entity who is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m).

1.02 "After-tax Contribution(s)" means amounts withheld from an Employee's Compensation pursuant to a Salary Reduction Agreement after all applicable state and federal taxes have been deducted. Such amounts are withheld for purposes of purchasing one or more of the Benefit Package Options available under the Plan.

1.03 "Anniversary Date" means the first day of any Plan Year.

1.04 "Benefit Package Option(s)" means those Qualified Benefits available to a Participant under this Plan as set forth in the Summary Plan Description, as amended and/or restated from time to time.

1.05 "Board of Directors" means the Board of Directors or other governing body of the Employer (the "Board"). The Board of Directors, upon adoption of this Plan, appoints the Plan Administrator to act on the Employer's behalf in all matters regarding the Plan.

1.06 "Change in Status" means any of the events described in the Summary Plan Description, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change the election mid-year. Note: See the Summary Plan Description for requirements that must be met to permit certain mid-year election changes on account of a Change in Status.

1.07 "Code" means the Internal Revenue Code of 1986, as amended.

1.08 "Compensation" means the cash wages or salary paid to an Employee by the Employer.

1.09 "Dependent" means any individual who is a tax dependent of the Participant as defined generally in Code Section 152(a); however, that in the case of a health benefits, a Dependent shall be defined as set forth in Code Section 105(b) and the regulations issued under Code Section 106. For purposes of Dependent Care FSA (if offered under the Plan) a Dependent shall also be defined as in Code Section 21(e)(5) (i.e., dependent of the parent with custody for the greatest portion of the year).

1.10 "Effective Date" of the Plan means September 1, 2009 This is the date the Plan was established**.** It will not necessarily coincide with the date of this document as set forth in the title page.

1.11 "Employee" means an individual who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include any of the following: (a) any leased employee (including, but not limited to, those individuals defined in Code § 414(n)); (b) an individual classified by the Employer as a contract worker or independent contractor; (c) an individual classified by the Employer as a temporary employee or casual employee, whether or not any such persons are on the Employer's W-2 payroll; and (d) any individual who performs services for the Employer but who is paid

by a temporary or other employment agency such as "Kelly," "Manpower," etc., or any employee covered under a collective bargaining agreement, except as otherwise provided for in the collective bargaining agreement.

1.12 "Employer" means the Grand Prairie Independent School District and any Affiliated Employer who adopts the Plan pursuant to authorization provided by the Employer. Notwithstanding the previous sentence when the Plan provides that the Employer has a certain power (e.g., the appointment of a third party administrator, entering into a contract with a third party insurer, or amendment or termination of the Plan) the term "Employer" shall mean only Grand Prairie Independent School District Affiliated Employers who adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein. Affiliated Employers who have adopted the Plan are set forth in the Summary Plan Description.

1.13 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.14 "Highly Compensated Individual" means an individual defined under Code Section 125(e), as amended, as a "highly compensated individual" or a "highly compensated employee."

1.15 "Key Employee" means an individual who is a "key employee" as defined in Code Section 125(b)(2), as amended.

1.16 "Nonelective Contribution(s)" means any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for such Participant and his or her Dependents, if applicable, under one or more of the Benefit Package Option(s) offered under the Plan. The amount of employer contribution that is applied towards the cost of the Benefit Package Option(s) for each Participant and/or level of coverage shall be subject to the sole discretion of the Employer and may be adjusted upward or downward at any time in the contributing Employer's sole discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon the Participant's dependent status, commencement or termination date of the Participant's employment during the Plan Year, and such other factors as the Employer shall prescribe. To the extent set forth in the Summary Plan Description or enrollment material, the Employer may make Nonelective Contributions available to Participants and allow Participants to allocate the Nonelective Contributions among the various Benefit Package Options offered under the Plan in a manner set forth in the Summary Plan Description or enrollment material. In no event will any Nonelective Contribution be disbursed to a Participant in the form of additional, taxable Compensation except as otherwise provided in the Summary Plan Description or enrollment material.

1.17 "Participant" means an Employee who becomes a Participant pursuant to Article II.

1.18 "Plan" means this Cafeteria Plan, as set forth herein.

1.19 "Plan Administrator" means the person(s) or Committee identified in the Summary Plan Description that is appointed by the Employer with authority, discretion, and responsibility to manage and direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.

1.20 "Plan Year" shall be the period of coverage set forth in the Summary Plan Description.

1.21 "Pre-tax Contribution(s)" means amounts withheld from an Employee's Compensation pursuant to a Salary Reduction Agreement before any applicable state and federal taxes have been deducted. The amounts are withheld for purposes of purchasing one or more of the Benefit Package Options available under the Plan. This amount shall not exceed the premiums or contributions attributable to the most costly Benefit Package Option afforded hereunder, and for purposes of Code Section 125, shall be treated as an Employer contribution (this amount may, however, be treated as an Employee contribution for purposes of state insurance laws).

1.22 "Qualified Benefit" means any benefit excluded from the Employee's taxable income under Chapter 1 of the Code other than Sections 106(b), 117, 124, 127, or 132, and any other benefit permitted by the Income Tax Regulations (i.e., any group-term life insurance coverage that is includable in gross income by virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, long-term care insurance is not a "Qualified Benefit."

1.23 "Salary Reduction Agreement" means the actual or deemed agreement pursuant to which an eligible Employee or Participant elects to contribute his share of the cost of chosen Benefit Package Options with Pre-tax or After-tax Contributions and/or Benefit Credits (if offered under the Plan) in accordance with Article III herein. If the Employer utilizes an interactive voice response (IVR) system or web-based program for enrollment, the Salary Reduction Agreement may be maintained on an electronic database in accordance with all applicable federal and/or state laws.

1.24 "Spouse" means an individual who is legally married to a Participant (and who is treated as a spouse under the Code).

1.25 "Summary Plan Description" or "SPD" means the Flexible Benefits Plan SPD and all appendices incorporated into and made a part of the SPD that is adopted by the Employer and attached to this Plan Document as Attachment I, as amended from time to time. The SPD and appendices are incorporated hereto by reference.

1.26 "Student" means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.

ARTICLE II
ELIGIBILITY AND PARTICIPATION

2.01 Eligibility to Participate. Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in this Plan as of the Eligibility Date set forth in the SPD. Eligibility to participate in this Plan means only that the Eligible Employee is entitled to contribute his share of the cost of applicable Benefit Package Options for which he is eligible with Pre-tax Contributions. The provisions of this Article are not intended to override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Package Options and the terms of eligibility and participation for the Benefit Package Option(s) offered under the Plan shall be subject to the requirements specified in the governing documents of the Benefit Package Options.

2.02 Termination of Participation. Participation shall terminate on the earliest of the dates set forth in the SPD.

2.03 Qualifying Leave Under Family Leave Act. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the "FMLA"), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Package Options that provide health coverage on the same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.

2.04 Non-FMLA Leave. If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Package Options chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD and implemented by the Employer on a uniform and consistent basis in accordance with the Employer's internal policy and procedure. If a Participant goes on an unpaid leave that affects eligibility under this Plan or the Benefit Package Options chosen by the Participant, the election change rules in Section 3.04, will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

ARTICLE III
PREMIUM ELECTIONS

3.01 Election of Contributions. A Participant may elect any combination of Pre-tax Contributions or After-tax Contributions (to the extent set forth in the enrollment material) to fund any Benefit Package Option available under the Plan, provided that only Qualified Benefits may be funded with Pre-tax Contributions. The Employer may, but is not required to, allocate Non-elective Contributions to one or more Benefit Package Options offered under the Plan and to the extent set forth in the SPD or enrollment material, may allow the Participants to allocate his allotted share of Nonelective Contributions among the various Benefit Package Options in a manner set forth in the SPD or enrollment material.

3.02 Initial Election Period.

a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Plan as of the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Plan in order to become a Participant on the Effective Date. The elections made by the Participant on this initial Salary Reduction Agreement shall be effective, subject to Section 3.04, for the Plan Year beginning on the Effective Date.

b) **New Employees and Employees Who Have Not Yet Satisfied The Plan's Waiting Period.** An Employee who becomes eligible to become a Participant in this Plan after the Effective Date must complete, sign and file a Salary Reduction Agreement with the Plan Administrator (or its designated third party administrator as set forth on the Salary Reduction Agreement) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under the component Benefit

Package Options will be effective in accordance with the governing provisions of such Benefit Package Options.

c) Failure to Elect. An eligible Employee who fails to complete, sign and file a Salary Reduction Agreement in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.03, or 3.04.

3.03 Annual Election Period. Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan, or to modify or to cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right. Such period of time shall be known as the Annual Election Period. The date on which the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

3.04 Change of Elections. A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Nonelective Contributions except under the circumstances set forth in the SPD and for changes made during the Annual Election Period, changes caused by termination of employment or cessation of eligibility, and changes pursuant to the Family and Medical Leave Act. Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later.

3.05 Impact of Termination of Employment on Election or Cessation of Eligibility. Termination of employment or cessation of eligibility shall automatically revoke any Salary Reduction Agreement. Except as provided below, if revocation occurs under this Section 3.05, no new election with respect to Pre-Tax Contributions may be made by such Participant during the remainder of the Plan Year except as set forth in the SPD.

ARTICLE IV
PREMIUM PAYMENTS AND CREDITS AND DEBITS TO ACCOUNTS

4.01 Source of Benefit Funding. The cost of coverage under the component Benefit Package Options shall be funded by Participant’s Pre-tax and/or After-tax Contributions and/or any Nonelective Contributions provided by the Employer. The required contributions for each of the Benefit Package Options offered under the Plan shall be made known to employees in enrollment materials. Pre-tax or After-tax Contributions (as elected by the Employee on the Salary Reduction Agreement and permitted by the Employer) shall equal the contributions required from the Participant less any available Nonelective Contributions allocated thereto by the Employer, or where applicable, the Participant for coverage of the Participant or the Participant's Spouse or Dependents under the Benefit Package Options elected by the Participant under this Plan. Amounts withheld from a Participant's Compensation as Pre-tax Contributions or After-tax Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Pre-tax Contributions, plus any Nonelective Contributions made available by the Employer, shall not exceed the aggregate cost of the Benefit Package Options elected.

4.02 Reduction of Certain Elections to Prevent Discrimination. If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.

ARTICLE V
BENEFITS

5.01 Qualified Benefits. The maximum benefit a Participant may elect under this Plan shall not exceed the sum of the aggregate maximum premium and/or contribution for all Benefit Package Option(s) set forth in the SPD.

5.02 Cash Benefit. To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a Pre-tax Contribution or After-tax Contribution hereunder, such amount not elected shall be paid to the Participant in the form of normal Compensation payments; provided, however, that any applicable Nonelective Contributions may not be received in the form of cash compensation, except as otherwise provided for in the SPD or the enrollment material.

ARTICLE VI
PLAN ADMINISTRATION

6.01 Allocation of Authority. The Board of Directors or applicable governing body (or an authorized officer of the Employer) appoints a Plan Administrator that keeps the records for the Plan and shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties:

a) To require any person to furnish such reasonable information as he may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;

b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan;

c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan;

d) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD;

e) To keep records of all acts and determinations, and to keep all such records, books of account, data and other documents as may be necessary for the proper administration of the Plan;

f) To do all things necessary to operate and administer the Plan in accordance with its provisions.

6.02 Provision for Third-Party Plan Service Providers. The Plan Administrator, subject to approval of the Employer, may employ the services of such persons, as it may deem necessary or desirable in connection with the operation of the Plan and may rely upon all tables, valuations, certificates, reports and opinions furnished thereby. Such entity will be identified in the SPD as a third party administrator. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

6.03 Fiduciary Liability. To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator. Unless otherwise determined by the Employer and permitted by law, any Plan Administrator who is also an employee of the Employer shall serve without compensation for services rendered in such capacity, but the Employer shall pay all reasonable expenses incurred in the performance of their duties.

6.05 Bonding. Unless otherwise determined by the Employer, or unless required by any federal or state law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses. The Employer currently pays all reasonable expenses incurred in administering the Plan.

6.07 Funding Policy. The Employer shall have the right to enter into a contract with one or more insurance companies for the purposes of providing any Benefit Package Options offered under the Plan and to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of, and shall be retained by the Employer. The Employer will not be liable for any loss or obligation relating to any insurance coverage except as is expressly provided by this Plan. Such limitation shall include, but not be limited to, losses or obligations that pertain to the following:

a) Once insurance is applied for or obtained, the Employer will not be liable for any loss which may result from the failure to pay premiums to the extent premium notices are not received by the Employer;

b) To the extent premium notices are received by the Employer, the Employer's liability for the payment of such premiums will be limited to such premiums and will not include liability for any other loss which result from such failure;

c) The Employer will not be liable for the payment of any insurance premium or any loss that may result from the failure to pay an insurance premium if the benefits available under this Plan are not enough to provide for such premium cost at the time it is due. In such circumstances, the Employee will be responsible for and see to the payment of such premiums. The Employer will

undertake to notify a Participant if available benefits under this Plan are not enough to provide for an insurance premium, but will not be liable for any failure to make such notification;

d) When employment ends, the Employer will have no liability to take any step to maintain any policy in force except as may be specifically required otherwise in this Plan, and the Employer will not be liable for or responsible to see to the payment of any premium after employment ends.

ARTICLE VII
CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Plan and those claims review procedures are set forth in the SPD. The Plan's claim review procedures set forth in the SPD shall only apply to issues germane to the pre-tax benefits available under this Plan (i.e., such as a determination of: a Change in Status; change in cost or coverage; or eligibility and participation matters under this Cafeteria Plan document), and to the extent offered under the Plan, claims for benefits under the Reimbursement Accounts.

ARTICLE VIII
AMENDMENT OR TERMINATION OF PLAN

8.01 Permanency. While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02, and 8.03, below. Nothing in this Plan is intended to be or shall be construed to entitle any Participant, retired or otherwise, to vested or non-terminable benefits.

8.02 Employer's Right to Amend. The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business (e.g., by approval by the Board of Directors through a meeting or unanimous consent of all Board members). Such amendments may apply retroactively or prospectively as set forth in the amendment. Each Benefit Package Option shall be amended in accordance with the terms specified therein, or, if no amendment procedure is prescribed, in accordance with this section. Any amendment made by the Employer shall be deemed to be approved and adopted by any Affiliated Employer.

8.03 Employer's Right to Terminate. The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.

8.04 Determination of Effective Date of Amendment or Termination. Any such amendment, discontinuance or termination shall be effective as of such date as the Employer shall determine.

ARTICLE IX
GENERAL PROVISIONS

9.01 Not an Employment Contract. Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.

9.02 Applicable Laws. The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the State of Texas to the extent not preempted.

9.03 Requirement for Proper Forms. All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.

9.04 Multiple Functions. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.05 Tax Effects. Neither the Employer, nor the Plan Administrator makes any warranty or other representation as to whether any Pre-tax Contributions made to or on behalf of any Participant hereunder will be treated as excludable from gross income for local, state, or federal income tax purposes. If for any reason it is determined that any amount paid for the benefit of a Participant or Beneficiary are includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Plan is designed and is intended to be operated as a "cafeteria plan" under Section 125 of the Code.

9.06 Gender and Number. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.

9.07 Headings. The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

9.08 Incorporation by Reference. The actual terms and conditions of the separate component Benefit Package Options offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document, and this Plan as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein. In addition, the SPD for this Plan contains many of the actual terms and conditions of this Plan. To that end, the SPD, as amended from time to time, is incorporated herein.

9.09 Severability. Should a court of competent jurisdiction subsequently invalidate any part of this Plan, the remainder thereof shall be given effect to the maximum extent possible.

9.10 Effect of Mistake. In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions

to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.

IN WITNESS WHEREOF, the Employer has executed this Cafeteria Plan as of the date set forth below.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

By: Tim Johnson

Title: GPISD, Board President

Date: February 11, 2010

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Information/ Discussion

Topic: Update on 2007 Bond Program Construction Projects

Submitted by: Mr. Tony Innmon, Jones Lang LaSalle

Department: Operations and Facilities

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

INFORMATIONAL REPORT:
Mr. Tony Innmon will make a presentation regarding the current status of the 2007 Bond Program construction projects.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Information/ Discussion

Topic: Demographic and Housing Update

Submitted by: Kit Mason, Executive Director of Facilities
Bob Templeton, Templeton Demographics

Department: Operations and Facilities

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

INFORMATIONAL REPORT:

Information will be presented regarding 2009 fourth quarter housing and demographic information for the City of Grand Prairie and GPISD.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Information/ Discussion

Topic: 2010- 2011 District Employee Benefits

Submitted by: Julie F. Spears

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

INFORMATIONAL REPORT:

Present an overview and timeline for the 2010 – 2011 District Employee Benefits.

Current benefits: Medical Plans, Dental Plans, Life Insurance, Disability Insurance, Cancer Plans, Vision Plan, Safety Nets Plus, COBRA, and Cafeteria Plan administration services.

Timeline:

- January 20th -22th: window to submit interest in serving on the District Insurance Committee
    - The committee will consist of: 2 – Administrators, 3 – Auxiliary, 3 – Paraprofessionals, & 3 – Professionals.
- January 25 – 29th: Conduct District Benefits survey for staff.
- February 9rd: Have initial organizational meeting with Benefits Committee.
- February 11th: Information Item to Board about 2010-11 Benefits
- February 15th – March 12th: Work with Alamo & Committee
- March 19th - Release RFP
- April 16th - Due date for RFP
- April 19th – 23rd: Analysis of quotes and development of recommendation
- April 26th – 29th: Schedule Committee meeting(s) to discuss recommendation
- May 13th - Board meeting – Committee recommendation

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Information/ Discussion

Topic: College Readiness Programs and Projects

Submitted by: Sandra De La Cruz, Assistant Superintendent
Priscilla White, Executive Director Teaching and Learning

Department: Education Support

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

INFORMATIONAL REPORT:

The Board will be provided a written report outlining programs and projects within the Grand Prairie Independent School District that assist students with College Readiness. Various departments including Advanced Academics, Bilingual/ESL, Counseling Services, Innovative Programs and Services, Special Education and State and Federal Programs have outlined projects that include College Readiness initiatives. The Board will also receive a College Readiness at a Glance document.

The "Assess for Success" Project with Mountain View and North Lake Colleges will be highlighted. Mr. Ricky Mitchell will provide an overview of the project, review the data that has been collected to date and highlight the successes to date as well as future activities planned.

College Readiness Programs and Projects
Grand Prairie Independent School District
February 11, 2010

Advanced Academics

1. *Program Name:* **Pre Advanced Placement Courses**
   Project Description: PreAP Classes offer motivated students (6^{th}-12^{th}) the opportunity to participate in advanced curriculum taught at an accelerated pace which prepares them for College Level Advanced Placement courses.
   Current Campus Participation: All middle school and high school campuses

2. *Program Name:* **Middle School Acceleration in Algebra, English, and Spanish**
   Project Description: Students with potential and motivation are offered opportunities to accelerate into Algebra I, English I, and Spanish at the middle school, giving them the chance to take more college-level courses in their senior year.
   Current Campus Participation: All middle school campuses

3. *Program Name:* **Advanced Placement Courses**
   Project Description: AP classes are college courses offered on the high school campus and designed to give students the opportunity to gain college credits. GPISD offers 44 different AP classes to students in a wide variety of subjects. AP exams are offered each May and are funded by the district, giving students from every socio-economic background opportunities to successfully complete college hours in high school. A score of 3, 4, or 5 on the AP exam will give students credit at most colleges and universities across the country.
   Current Campus Participation: Adams, Arnold, Jackson, Kennedy, Lee, Reagan,Truman, GPHS 9^{th}, SGPH 9^{th}, GPHS, SGPHS

4. *Program Name:* **AP Scholars Program**
   Project Description: The AP Program offers several AP Scholar awards to recognize high school students who have demonstrated college-level achievement through AP courses and exams. In 2009, GPISD had 58 AP Scholars who earned a combined 881 hours of college credit.
   Current Campus Participation: GPHS and SGPHS

5. *Program Name:* **8^{th} Grade AP Spanish Program for Native Speakers**
   Project Description: This program offers 8^{th} grade native Spanish speakers who demonstrate the ability in reading, writing, and speaking Spanish, the opportunity to take AP Spanish Language in the middle school. This highly successful program has given many students the incentive to be a first generation college graduate in their families.
   Current Campus Participation: Adams, Arnold, Jackson, Kennedy, Lee, Truman

6. *Program Name:* **College Board College Readiness System™/PSAT/NMSQT®**
   Project Description: As part of the PSAT/NMSQT Early Participation Program, Grand Prairie ISD administers the PSAT (a national standardized test) to all 10^{th} graders. It is designed to measure a student's progress toward college readiness in critical reading, mathematical reasoning, and writing. This program yields critical information about student strengths

and weaknesses, and identifies students who show the potential for success with the rigorous curriculum offered in PreAP and AP courses.
Current Campus Participation: GPHS, SGPHS, Dubiski

7. *Program Name:* **PSAT Prep Academy for Potential National Merit Scholars**
Project Description: GPISD reviews 10th grade PSAT scores for potential National Merit Scholars to offer them an opportunity to participate in the GPISD PSAT Prep Academy. This intensive 24-session course gives students exposure to strategies and techniques in critical reading, math, and writing in order to reach their highest potential on their 11th grade PSAT (on which National Merit Scholars are identified).
Current Campus Participation: Identified students from GPHS and SGPHS (Dubiski will participate this summer and fall 2010)

8. *Program Name:* **SAT Prep Courses**
Project Description: GPISD offers in-district SAT Prep Courses to all high school students for a minimal fee ($25). This course gives students intensive instruction in vital test-taking techniques, time-saving tips, and a thorough content review in Critical Reading, Math, and Writing. The average projected gain for students is about 200 points. GPISD SAT Prep Courses are offered every fall and spring semester as well during the summer.
Current Campus Participation: All high school campuses

9. *Program Name:* **Community College Dual Credit**
Project Description: GPISD offers the opportunity for all juniors and seniors to enroll in free dual credit courses through Mountain View and North Lake Community Colleges. Students must meet eligibility requirements outlined in the Texas Success Initiative. These courses may be offered on campus or at the community college.
Current Campus Participation: GPHS and SGPHS (Dubiski will participate in 2010-2011)

10. *Program Name:* **StateU.com Online Dual Credit**
Project Description: House Bill 3643, which was passed in the last legislative session, created an opportunity for districts to participate in StateU.com and the Texas Virtual School Network to offer juniors and seniors the opportunity to enroll in free online dual credit courses through UTA and Lamar Universities. Grand Prairie is currently participating in this program, allowing students to take part in an 8-week or 15-week online semester course. Students receive (4-year university) college credit that will transfer to both in-state and out-of-state universities. The district receives a reimbursement from the state for every student who successfully completes the course.
Current Campus Participation: GPHS and SGPHS (Dubiski will have the opportunity to participate in 2010-2011)

11. *Program Name:* **UTA Honors College Dual Credit**
Project Description: GPISD was the inaugural district to partner with the University of Texas at Arlington Honors College to allow qualifying students (at any secondary level) the opportunity to attend college courses on the UTA campus at a discounted fee ($150). If a student successfully completes two UTA Honors College courses prior to graduation, maintains a B average, and has an SAT score of 1200, he/she is eligible to apply for an annually renewable scholarship to UTA for completion of his/her college degree.
Current Campus Participation: GPHS and SGPHS (Dubiski may participate in 2010-2011)

12. *Program Name:* **Advanced Academics Individual and Group Parent Meetings**

Project Description: Each year, the Advanced Academics Department meets with numerous parents of high school students in PreAP and AP to outline GPISD opportunities for college prep and college credit. Parents often seek council as they help their student navigate their way to college readiness.
Current Campus Participation: All middle and high school campuses

13. *Program Name:* Credit by Exam
Project Description: Credit by exam (19 TAC 74.24) and early high school graduation (TEC 56.203) opportunities are available for GPISD students who wish to graduate and enter college early.
Current Campus Participation: Available to all middle and high school campuses

14. *Program Name:* Distinguished Achievement Program (DAP)
Project Description: The Distinguished Achievement Program requires students to achieve a combination of advanced measures including a qualifying score on an AP exam, a qualifying score on the PSAT, a grade of 3.0 or higher in a dual credit course, and/or an original research project. Grand Prairie ISD offers opportunities for students in each of the above listed areas.
Current Campus Participation: Available to all high school campuses

Bilingual/ESL Programs and Services

1. *Project Name:* Dual Language Program
Project Description:
A researched based bilingual program that helps English language learners develop language and literacy through academic content in both Spanish and English. This is a method of teaching content by developing language through all academic and social language settings. This develops true bilingual, biliterate and bicultural students by focusing on long term language development and academic success.
Current Campus Participation: Austin, Bonham, Bowie, Bush, Crockett, Daniels, Eisenhower, Fannin, Garcia, Houston, Johnson, Marshall, Milam, Moore, Moseley, Rayburn, Seguin, Travis, Whitt, Williams, and Zavala

2. *Project Name:* Credit by Exam
Project Description: Opportunity for Limited English Proficient students in collaboration with their respective counselors are encouraged to take Spanish examt for Spanish credit. Guidelines from TAC 74.24.credit by examination are adhered to and help support students to maximize their credits toward graduation and college readiness.
Campus Participation: Grand Prairie High School, Grand Prairie 9th grade center, South Grand Prairie High School, South Grand Prairie 9th grade center

3. *Project Name:* Placement Test in Spanish
Project Description: Limited English Proficient students in collaboration with counselors will be placed in designated/appropriate Spanish classes based on pre-test given for maximum credit and placement. Guidelines from TAC 74.25 are adhered to and help support students to maximize their credits toward graduation and college readiness.
Current Campus Participation: Arnold MS, Lee MS, Kennedy MS, Jackson MS, Truman MS, Reagan MS, Adams MS

4. *Project Name:* Reading/Analyzing Foreign Transcripts

Project Description: Bilingual/ESL department train counselors on the appropriate awarding of credit for out-of-country students based on TAC 74.26 (a. 2) for placement and awarding of credits for students toward graduation and college readiness.
Current Campus Participation: Grand Prairie High School, Grand Prairie 9th grade center, South Grand Prairie High School, South Grand Prairie 9th grade center counselors

Counseling Programs and Services

1. *Project Name:* Classroom Guidance K-12
   Project Description: Counselors present a developmentally appropriate guidance curriculum two strands of which are: " Motivation to Achieve" and " Decision-making, Goal-setting, Planning and Problem-solving." (As dictated in the *Pre-K – 12th Grade Program Development Guide*, TEA 2004)
   Current Campus Participation: All K-12th grade students

2. *Project Name:* College Night
   Project Description: Held annually, rotating between the three high schools, numerous and varied post-secondary representatives pass out information and talk to interested parents and students. Representatives from community colleges, universities and four year colleges, both in-state and out of state, set up booths to share information. Representatives from each of the Armed Services are also present.
   Current Campus Participation: All 9th – 12th grade students

3. *Project Name:* Dual Credit Promotion and Enrollment
   Project Description: While doing individual planning with high school students, dual credit is one of the options counselors encourage students to consider. Students may earn high school and college credit through a community college at the same time.
   Current Campus Participation: 11th and 12th grade students whose Acuplacer scores are adequate for admittance into a community college

4. *Project Name: "* Freestyle Your Future" registration information with college info links
   Project Description: Counselors promote and assist parents and students in using internet links to download the Academic Handbook and make decisions prior to registration for the next year' s courses. Links are embedded throughout the process to encourage students to research college and university options.
   Current Campus Participation: 5th – 12th grade students

5. *Project Name:* GO Centers
   Project Description: GO Centers are spaces, manned by college students, where students may build relationships with college students, explore college going options; research colleges and interests of study, complete applications – college entrance, FASFA, scholarships, etc.
   Current Campus Participation: GO Center at GPHS supported by Northlake College. GO Center at SGPHS supported by UTA. Negotiation underway for GO Center college/university support at Dubiski HS in 2010-11

6. *Project Name:* Pre-AP Promotion and Enrollment (beginning in Middle School)
   Project Description: Counselors encourage students to take Pre AP & AP courses which demand a high level of rigor and help prepare students to succeed in college. Counselors work closely with parents and students to help students plan for success.
   Current Campus Participation: 7th – 12th grade students

7. *Project Name:* State U
   Project Description: Counselors enroll students in State U internet courses so they may earn high school and college credit at the same time.
   Current Campus Participation: 11th & 12th grade students whose TAKS scores are adequate for admittance into four-year college.

Innovative Programs and Services

1. *Project Name:* Advancement Via Individual Determination (AVID)
   Project Description: AVID is a college preparatory program for students in the middle who are often economically disadvantaged and underachieving. It enables disadvantaged secondary students to succeed in rigorous curricula, enter mainstream activities in school, and increase their opportunities to enroll in four-year college.
   Current Campus Participation: SGPHS, SGPHS 9th, Dubiski, Lee, GPHS, GPHS 9th Requested participation from Arnold and Jackson. 2010 expand to feeder Elementary schools.

2. *Project Name:* Algebra Readiness Grant
   Project Description: Three goals of grant is (1) increase the number of students academically ready to meet the passing standard on EOC assessments in Algebra and (2) Plan, design, and implement systemic programs to improve grades 6-8 teachers' math knowledge and instructional effectiveness practices and (3) ensure students participate in a challenging curriculum that meets and exceeds the grade level TEKS of their assigned grade level.
   Current Campus Participation: Adams and Arnold have received this grant ($235,000).

3. *Project Name:* ASPIRE Dropout Recovery Grant
   Project Description: Dropout Grant must recover as well make provisions to prepare student to be college ready.
   Current Campus Participation: Crosswinds High School

4. *Project Name:* March 2 Success
   Project Description: March 2 Success is a " free, web-based program that makes high quality, test preparation instruction available to all. Designed by Kaplan and Educational Options and sponsored by the US Army, it is more inclusive than traditional college entrance test preparatory courses.
   Current Campus Participation: All secondary campuses have access to information

5. *Project Name:* Redefining College Readiness
   Project Description: AVID Summer Institute Focus Article
   Current Campus Participation: AVID Campuses

6. *Project Name:* Leadership for College Readiness Conference
   Project Description: The 2 day conference provided a framework for district leaders to begin the process of developing a culture for college readiness for all students. The content was very comprehensive and reflected a powerful integration of Capturing Kids Hearts, Teen Leadership, Flippen Leadership and AVID Philosophy and principles. Used Article: *Toward a More Comprehensive Conception of College Readiness* by David Conley as a spring board for action.
   Current Campus Participation: Will be made available to all Leadership Team members.

7. *Project Name:* **Science, Service, Medicine, & Mentoring (S2M2)**
   Project Description: Cultivating competent health care providers for the future -- initiative
   Current Campus Participation: Dubiski, SGPHS, SGPHS 9th, GPHS, GPHS 9th

8. *Project Name:* **STEM Science Technology Engineering Initiatives** WOC
   Project Description: Provide opportunities for students to participate in learning more about Science, Technology, Engineering and Math Careers including meeting and interacting with individuals currently in these careers. Students participated in a pre-college day with Raytheon as well as a Family Robotics day (125 students participated in pre-college day and 80 students and families participated in the Robotics day).
   Current Campus Participation: AVID Campuses, Select students from all campuses

9. *Project Name:* **Upward Bound**
   Project Description: Upward Bound provides fundamental support to participants in their participation for college entrance.
   Current Campus Participation: UTA at GPHS and MVC at SGPHS

10. *Project Name:* **Website Resources**
    Project Description: Website and other communications related to college readiness and funding sources for college
    Current Campus Participation: All secondary campuses

Special Education Programs and Services

1. *Project Name:* **Post High School Follow up for all Special Education Students**
   Project Description: Department of Rehabilitation Services (DARS) contacts all students after they graduate to see if the student is progressing on the post-school path that was planned. Data is provided to TEA.
   Current Campus Participation: GPHS & SGPHS

2. *Program Name:* **Programs for College Bound Special Education Students** (High functioning Autistic, ED and Speech only students)
   Program Description: Work with the Department of Rehabilitation Services (DARS) to ensure assistance is made available to students who are college bound. The representative works closely with the district' s Transition Specialist with individual student planning.
   Current Campus Participation: GPHS & SGPHS

3. *Project Name:* **Representation from DARS**
   Project Description: The DARS representative is on each high school campus one day each week to interview and work with students.
   Current Campus Participation: GPHS & SGPHS

4. *Project Name:* **Tracking Students Post High**
   Project Description: The district gathers data to submit to TEA through the State Performance Plan. Indicator 14 requires districts to submit the percentage of students who have been competitively employed, enrolled in some type of postsecondary school, or both, within one year of leaving high school.
   Current Campus Participation: GPHS & SGPHS

5. *Program Name:* **Transition Planning**

Program Description: Transition Specialist assists all campuses with Special Education Students who need to meet graduation requirements necessary for College enrollment.
Current Campus Participation: GPHS & SGPHS

State and Federal Programs

1. *Project Name:* **Assess for Success with Mountain View and North Lake Colleges**
   Project Description: Assess for Success (AFS) is a grant program from the Dallas Community College District for Mountain View College and North Lake College to give GPISD juniors the " AccuPlacer" college placement test in December 2009 to assess their college readiness in Reading, Writing, and Math. These students will receive their scores and feedback, be provided interventions next fall, then re-take the AccuPlacer again in December 2010 prior to May graduation. This would hopefully allow these students the opportunity to " place out" of non-credit remediation courses and go directly into college level courses.
   Current Campus Participation: A cohort of juniors from Grand Prairie HS and South Grand Prairie HS were involved.

2. *Project Name:* **Path to Scholarships**
   Project Description: " Path to Scholarships is the vehicle that motivates and inspires all students to dare to dream great dreams, discover life' s purpose, chart a career path, plan and prepare for college, graduate school, and apply for scholarships." Students plan goals, develop community service, write a winning scholarship essay, plan to request recommendation letters, and research resources for scholarships. This is an interactive workshop that guides participants step-by-step through the career, college, and scholarship planning process. Parents must attend with their son/daughter. GPISD has several trained Path to Scholarship workshop providers, providing workshops several times each year.
   Current Campus Participation: All high school campuses.

College Readiness Programs and Projects – At a Glance

CONTENT AREA	PROGRAM NAME	CURRENT CAMPUS PARTICIPATION
Advanced Academics	• Pre Advanced Placement Courses	• All middle school and high school campuses
	• Middle School Acceleration in Algebra, English, and Spanish	• All middle school campuses
	• Advanced Placement Courses	• Adams, Arnold, Jackson, Kennedy, Lee, Reagan, Truman, GPHS 9th, SGPH 9th, GPHS, SGPH
	• AP Scholars Program	• GPHS and SGPHS
	• 8th Grade AP Spanish Program for Native Speakers	• Adams, Arnold, Jackson, Kennedy, Lee, Truman
	• College Board College Readiness System™/PSAT/NMSQT®	• GPHS, SGPHS, Dubiski
	• PSAT Prep Academy for Potential National Merit Scholars	• Identified students from GPHS and SGPHS (Dubiski will participate this summer and fall 2010)
	• SAT Prep Courses	• All high school campuses
	• Community College Dual Credit	• GPHS and SGPHS (Dubiski will participate in 2010-2011)
	• StateU.com Online Dual Credit	• GPHS and SGPHS (Dubiski will have the opportunity to participate in 2010-2011)
	• UTA Honors College Dual Credit	• GPHS and SGPHS (Dubiski may participate in 2010-2011)
	• Advanced Academics Individual and Group Parent Meetings	• All middle and high school campuses
	• Credit by Exam	• Available to all middle and high school campuses
	• Distinguished Achievement Program (DAP)	• Available to all high school campuses
Bilingual/ESL Programs and Services	• Dual Language Program	• Austin, Bonham, Bowie, Bush, Crockett, Daniels, Eisenhower, Fannin, Garcia, Houston, Johnson, Marshall, Milam, Moore, Moseley, Rayburn, Seguin, Travis, Whitt, Williams, and Zavala
	• Credit by Exam	• Grand Prairie High School, Grand Prairie 9th grade center, South Grand Prairie High School, South Grand Prairie 9th grade center
	• Placement Test in Spanish	• Arnold MS, Lee MS, Kennedy MS, Jackson MS, Truman MS, Reagan MS, Adams MS
	• Reading/Analyzing Foreign Transcripts	• Grand Prairie High School, Grand Prairie 9th grade center, South Grand Prairie High School, South Grand Prairie 9th grade center counselors
Counseling Programs and Services – Individual Planning	• Classroom Guidance K-12	• All K-12th grade students
	• College Night	• All 9th and 12th grade students
	• Dual Credit Promotion and Enrollment	• 11th and 12th grade students whose Acuplacer scores are adequate for admittance into a community college
	• "Freestyle Your Future" registration information with college info links	• 5th – 12th grade students
	• GO Centers	• GO Center at GPHS supported by Northlake College. GO Center at SGPHS supported by UTA. Negotiation underway for GO Center college/university support at Dubiski HS in 2010-11.
	• Pre-AP Promotion and Enrollment (beginning in Middle School)	• 7th – 12th grade students
	• State U	• 11th & 12th grade students whose TAKS scores are adequate for admittance into four-year college
Innovative Programs and Services	• Advancement Via Individual Determination (AVID)	• SGPHS, SGPHS 9th, Dubiski, Lee, GPHS, GPHS 9th Requested participation from Arnold and Jackson. 2010 expand to feeder Elementary schools.
	• Algebra Readiness Grant	• Adams and Arnold have received this grant ($235,000)
	• ASPIRE Dropout Recovery Grant	• Crosswinds High School
	• March 2 Success	• All secondary campuses have access to information
	• Redefining College Readiness	• AVID Campuses
	• Leadership for College Readiness Conference	• Will be made available to all Leadership Team members.
	• Science, Service, Medicine, & Mentoring (S2M2)	• Dubiski, SGPHS, SGPHS 9th, GPHS, GPHS 9th
	• STEM Science Technology Engineering Initiatives WOC	• AVID Campuses, Select students from all campuses
	• Upward Bound	• UTA at GPHS and MVC at SGPHS
	• Website Resources	• All secondary campuses
Special Education Programs and Services	• Post High School Follow up for all Special Education Students	• GPHS & SGPHS
	• Programs for College Bound Special Education Students (High functioning Autistic, ED and Speech only students)	• GPHS & SGPHS
	• Representation from DARS	• GPHS & SGPHS
	• Tracking Students Post High	• GPHS & SGPHS
	• Transition Planning	• GPHS & SGPHS
State and Federal Programs	• Assess for Success with Mountain View and North Lake Colleges	• A cohort of juniors from Grand Prairie HS and South Grand Prairie HS were involved.
	• Path to Scholarships	• All high school campuses.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Information/ Discussion

Topic: 2010-11 Textbook Selection

Submitted by: Debbie Torres and Linda Ellis

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

INFORMATIONAL REPORT:

Update information on the 2010-2011 textbook selection, due to legislative guidelines and rulings.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Information/ Discussion

Topic: Revisions of Extracurricular Baseline Guidelines & Constitutions

Submitted by: Dr. Vern Alexander
Dr. Susan Gainer

Department: Administration

Approved for transmittal to school board:

Date assigned for board consideration: February 11, 2010

INFORMATIONAL REPORT:

Attached are revisions recommended by the extracurricular committee to the Drill Team, Middle School, High School Cheerleading Constitutions, and the Extracurricular Baseline Guidelines.

2010-2012
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT'S
EXTRACURRICULAR PARTICIPANT BASELINE GUIDELINES

Congratulations! Your child has been recognized as an outstanding extracurricular student. The District defines extracurricular as an approved activity that occurs primarily outside of the regular school day. ~~As a rule, admission is charged and the general public is invited.~~ The activity is usually competitive. The district challenges each of these special young people to be ~~the~~ a role model. ~~that he or she can be and indeed, already is.~~

Because these student leaders are so important to the success for any school and are representatives of the school district, this contract and minimum guidelines are being issued to extracurricular participants so that each one will fully understand the duties, responsibilities, and obligations. ~~they have~~. **This contract does not address every possible situation that could occur in a program; therefore, any questions not addressed in the contract, as well as the interpretation, will be answered by the sponsor, the organization's constitution, the district Code of Conduct, and/or the administration at the school. Some organization guidelines may result in more stringent consequences than those outlined below. Please refer to that activity's constitution.** The following are shared baseline organization, school, and district expectations:

GENERAL TERMS AND CONDITIONS

1. Unless specifically stated otherwise, all suspensions imposed under these guidelines will be effective during the student's current or next competitive season. Suspensions that are not completed during the current competitive season will carry over to the next competitive season. A student's competitive season begins on the first day of practice.
2. All students who wish to participate in any extracurricular program ~~will~~ must take the Pledge to remain tobacco, alcohol, and drug free. Students must complete the attached Pledge form and return it to his/her sponsor, director, or coach.
3. To find that a student committed, engaged, or was involved in criminal activity, a District investigation must determine that the student's conduct contains the elements of the applicable criminal offense. The administration may rely on any of the following in its investigation:

   a. Report from a law enforcement agency.
   b. Personal disclosure by the participating student or the student's parent/guardian.
   c. Personal observation/eyewitness accounts by district personnel.

   A finding of guilt or innocence in a criminal proceeding may not be dispositive. The District is not required to wait until the criminal proceeding is resolved before taking its own independent action.

ILLEGAL AND/OR PROHIBITED ACTIVITIES

1. Tobacco

Any student found possessing, smoking, or using tobacco products on District property or at any school sponsored activity, will be suspended immediately from participation in all ~~the~~ extracurricular programs for a period of twenty (20) school days. A second offense will result in a thirty (30) school day suspension from all extracurricular ~~the~~ programs. A third offense will result in a ninety (90) school day suspension from all extracurricular activities.

2. Alcohol

a. Any student found possessing, consuming, or under the influence of alcohol on District property or at any school sponsored activity will be suspended immediately from participation in all extracurricular activities for a period of forty-five (45) school days. Successful completion of a substance abuse awareness program is required for reinstatement to any activity. The substance abuse awareness program must be approved by the District. A second offense will result in a suspension of sixty (60) school days from ~~the program~~ all extracurricular activities. A third offense will result in a suspension of ninety (90) school days from all extracurricular activities.

b. MIP (Minor in Possession)/MIC (Minor in Consumption): Any student issued a MIP/MIC ticket for alcohol will be suspended from all extracurricular activities indefinitely pending an investigation and ruling by Grand Prairie School District administration. If the administration finds that the student committed the illegal activity, the following suspensions will be imposed:

i. First Offense — Suspended from all ~~the~~ extracurricular ~~program~~ activities for fifteen (15) school days,

ii. Second Offense — Suspended from ~~the~~ all extracurricular ~~program~~ activities for forty-five (45) school days. Approval for reinstatement after suspension by sponsor, director, coach, and building principal is required.

iii. Third Offense — Suspended from all extracurricular activities for ninety (90) school days.

3. Drugs

a. Any student found possessing, using, or under the influence of illegal drugs on District property or at any school sponsored activity will be suspended from all extracurricular programs for a period of forty-five (45) school days. Successful completion of a substance abuse awareness program is required for reinstatement to any activity. The substance abuse awareness program must be approved by the District. A second offense will result in a sixty (60) school day suspension from ~~the program~~ all extracurricular activities. A third offense will result in a ninety (90) school day suspension from all extracurricular activities. Any student participating in extracurricular activities is subject to random drug testing.

b. Dealing or Distributing illegal drugs or controlled substances will result in suspension from ~~the program~~ all extracurricular activities for one calendar year. A second offense will result in dismissal from the program.

4. Other Criminal Activity

a. Felonies. Any student charged with any criminal activity under Education Code 37.006, Education Code 37.007, or with a felony under the Texas Penal Code during or outside of school hours, whether they are allowed back on campus or not, will be suspended from extracurricular activities indefinitely pending an investigation and ruling by Grand Prairie School District administration. (Drug related felonies are included in this section.) If the student is convicted of any such offense, he/she will be suspended from all extracurricular activities for a minimum of one calendar year. If the student is not convicted, but the administration finds that the student

committed or was in any way involved in the underlying conduct, the administration reserves the right to suspend the student from the program and/or all extracurricular activities for a period up to and including one calendar year.

b. Misdemeanors. Any student charged with or ticketed for any other misdemeanor criminal activity, whether during or outside of school hours, will be suspended from all extracurricular activities indefinitely pending an investigation and ruling by Grand Prairie School District administration. If the administration finds that the student committed or was in any way involved in the underlying conduct, the following suspensions will be imposed:

i. First Offense – Suspended from ~~the~~ all extracurricular activities ~~program~~ for a minimum of twenty (20) school days.

ii. Second Offense – Suspended from ~~the~~ all extracurricular activities ~~program~~ for a minimum of thirty (30) school days. Approval for reinstatement after suspension by sponsor, director, coach, and building principal is required.

iii. Third Offense -- Suspended from all extracurricular activities for a minimum of ninety (90) school days.

c. If an extracurricular student is placed in AEP for any violation of the code of conduct listed in this baseline guideline, the suspension shall run concurrently with the AEP placement. Should the AEP Placement end before the suspension, the suspension will still be enforced.

5. Any Other Unacceptable Conduct

If authorized school personnel observe a student exhibiting inappropriate conduct that reflects poorly upon the reputation of the school, program, or team, that student may be disciplined according to the discretion of the sponsor, coach, director or administrator, in accordance with the program's guidelines/constitution.

6. Attendance

Students must attend activities as assigned by the sponsor/coach/director. Absences will be excused only for personal illness, family emergencies, or co-curricular conflict if the sponsor/coach/director has been contacted prior to the absence. Contacting the school's attendance office is not the same thing as contacting the sponsor/coach/director. Even when a student is absent from school, the sponsor/coach/director must be contacted prior to the activity.

Should other attendance conflicts arise, they may be excused after a conference is held between the administrator, the parent, and/or the sponsor/coach/director.

Unless there is a family or emergency situation, students must attend at least 3 class periods of the school day in order to perform that day in the organization's activity. The principal/principal's designee will have the discretion to excuse a student and authorize participation based upon individual cases and circumstances.

Students must attend practice or meeting sessions. Absences must be resolved through the sponsor/coach/director prior to the practice.

7. Grades

To be eligible to participate in an extracurricular activity, a student must not have a recorded grade average that is below passing in any course during the previous six weeks ("No-Pass, No-Play" rules). Should a student become ineligible due to grades, the student will not be allowed to participate for three weeks. An administrator may waive a single, failing grade in ONE AP, pre-AP, or advanced class (as identified in Board Policy FM) **per semester** but only if the grade is 60 or higher. It is the sole responsibility of the student to get the appropriate form from the sponsor and turn it in to the administrator to obtain this exemption. If the student is passing all classes at the end of three weeks, he/she will regain eligibility.

8. Transportation

Students who participate in school-sponsored trips are required to ride in transportation provided by the District. Exceptions must be approved by the Superintendent or his/her designee. Exceptions are limited to family emergencies or extenuating circumstances that have been approved by the coach, sponsor, director, or administrator. In the event of extenuating circumstances as outlined in board policy FMG (Local), a student may ride to or from an event with a parent or legal guardian. The parent or legal guardian must submit a written request to the principal/principal's designee the day before the scheduled trip authorizing the student to ride with a designated adult. Noncompliance with these rules may result in disciplinary actions. The District shall not be liable for any injuries that occur to students riding in vehicles that are not provided by the District. **Students may not ride with any other student drivers**. Students must be on time for the bus in order to meet time restraints determined prior to the activity by the bus driver, sponsor, director, and coach.

Misbehavior of any kind while on the bus will not be tolerated. Appropriate discipline may be imposed for such misconduct according to the discretion of the coach, sponsor, director, or administrator.

9. Grooming

Students are required to follow the district dress code at all times. ~~model good grooming habits and personal hygiene~~. Appropriate discipline may be imposed for violations according to the discretion of the coach, sponsor, director, or administrator.

The above statements apply to the student and are his/her responsibilities as a participant in the Grand Prairie Independent School District extracurricular programs. Because participation is a privilege – not a right, this approved district policy establishes higher standards for all extracurricular students. **Some organization guidelines may result in more severe consequences than those outlined above. Please refer to that activity's rules and standards.**

****GIVE YOUR BEST TO BECOME THE BEST****

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT'S EXTRACURRICULAR PARTICIPANT PLEDGE

Grand Prairie Independent School District's Extracurricular Acknowledgement and Pledge

Student Pledge

I have read and fully understand the rules and guidelines for being a Grand Prairie Independent School District Extracurricular Participant. I do hereby pledge to uphold these rules and guidelines to the best of my ability. I agree to abide by these rules and guidelines throughout my term as a student participating in extracurricular activities within the Grand Prairie Independent School District.

Furthermore, as a participant in an extracurricular activity in the Grand Prairie Independent School District, I realize that I am a role model for others as well as a leader.

I PLEDGE
Not to use or smoke any type of tobacco product,
Not to drink alcoholic beverages,
Not to take illegal drugs or be in possession of drugs or drug paraphernalia,
Or not to attend or remain at an activity where alcohol or drugs
Are being consumed illegally.

Student Signature_____ Date_____

Failure to abide by this pledge will result in disciplinary action as outlined in the extracurricular guidelines and the District's Student Code of Conduct. These procedures have the approval of the Board of Trustees.

Parent/Guardian Pledge

I have read and fully understand the rules and guidelines of this pledge. I pledge to help my child become the type of role model that he/she can be. I agree to cooperate with the school and sponsor and follow these rules and guidelines.

Parent/Guardian Signature_____

Date_____

****The pledge must be signed by both the participant and the parent and returned to the extracurricular sponsor/coach before the beginning of participation.**

MIDDLE SCHOOL

ALL-INCLUSIVE

CHEERLEADING

PROGRAM

2010-2012

REVISED 02.2.10

Grand Prairie Independent School District
Middle School
Cheerleader and Mascot Contract

Because cheerleaders are so important to the success of any school athletic program and are, in all probability, one of the most representative groups in the school, these guidelines are being issued to all cheerleaders so that each one will fully understand the duties, responsibilities, and obligations they have. The document does not speak to every possible situation which could occur in a middle school cheerleading program; therefore, any question not addressed in the document as well as the interpretation of this document will be answered by the administration at the school, after consultation with the cheerleader sponsors and coaches. After carefully reading the following topics, decide whether you feel that you are capable and willing to abide by the qualifications and regulations. If you understand all items and wish to participate in the practice and clinic for cheerleader and mascot, sign the pledge at the end. Neither the middle schools nor GPISD shall be held responsible for any injuries which occur to any cheerleader/mascot member. The District strongly advises all participants to obtain accident insurance.

MIDDLE SCHOOL CHEERLEADERS GUIDELINES

PURPOSE

Being selected a cheerleader is an honor and a special privilege. Cheerleaders are first and foremost a representative of their school and must exemplify at all times behavior suitable to their position. They are entrusted with building school spirit and promoting good sportsmanship among athletes, fans, and other schools. Respect for the school, the other members of the squad and the sponsor/director and his/her authority will be maintained at all times.

I. General Attributes and Abilities

1. Should possess leadership ability in all areas of the school
2. Should possess and display good sportsmanship
3. Should possess the ability to organize and maintain self discipline
4. Should be representative of the school, keeping in mind a sense of pride in the school

5. Should possess pep and enthusiasm and the ability to create new ideas in creating school spirit
6. Should be able to work with others including the sponsor, the administration, other cheerleaders, and the student body
7. Be familiar with all the athletic games
8. Should be one of the best citizens in the school
9. Should be physically fit and maintain a good attendance record

II. Duties of the Cheerleader

Cheerleading demands a commitment of time and energy; therefore, participation in other activities should be carefully scheduled. Once selected, cheerleaders must be enrolled in the cheerleading class for at least the first semester. Cheerleading activities will take equal priority with other extracurricular activities, but not other curricular activities (those that affect the class grade). Jobs and vacations must not conflict with camp and scheduled practices the entire cheerleading season.

1. Lead yells and create enthusiasm at athletic events
2. Work to help in advertising upcoming events
3. Build up school spirit at all times
4. Promote a good feeling among athletes and student body
5. Help plan and participate in pep rallies
6. Create a sense of loyalty to the school and its teams
7. Practice at all times specified by the sponsor
8. Hand in report cards each grading period
9. Accept, without question, the authority of the sponsor and administration
10. Be prompt at all times
11. A cheerleader may not attend any event in uniform without the sponsor. Cheerleaders are to attend all scheduled events designated by the sponsor.
12. Cooperate in practice

III. Games and Activities

A. The game schedules will be set by the sponsor and each cheerleader will receive a copy of the required games and attendance. Cheerleaders will be required to attend the scheduled games. In the case of extreme illness or a death in the family the sponsor must be notified prior to the cheerleading event. Cheerleading activities will take equal priority with other extracurricular activities, but not other curricular activities (those that affect the class grade). In the event a conflict occurs, the sponsors/coaches will be responsible for resolving the issue.

B. Cheerleaders will lead cheers on the field or in the gym for games; the principal and sponsors will determine games attended.

C. Basketball and volleyball game chants will be led seated while from the floor or from the front row of bleachers. During time-outs and for basketball between quarters, cheers will be led while on the floor by alternating with the visiting squad.

D. No goal post decorations are allowed at games.

E. Students who participate in school sponsored trips shall be required to ride in transportation provided by the District. Students may ride back from the event with their parent or legal guardian if a written request has been submitted to the principal or designee the day before the scheduled trip at the discretion of the sponsor. The parent or legal guardian may submit a written request to the principal the day before the scheduled trip to authorize the student to ride with a designated adult. Students may not ride with other student drivers. The District shall not be liable for any injuries that occur to students riding in vehicles that are not provided by the District.

F. Parents should pick their child up at the school after any cheerleading event; no later than 15 minutes after the end of the event.

G. Cheerleaders must attend at least three of their classes in order to perform that day in a cheerleader activity.

H. Stunt Guidelines: The following guidelines are established to promote safety and a focus for the GPISD cheerleading programs. Cheerleaders must qualify for stunts; qualification is done at the discretion of the sponsor. When practicing, stunts must have sponsor approval prior to trying anything new. Stunts and activities deemed dangerous by the sponsor may not be attempted. National Cheerleader Association and Universal Cheerleaders Association guidelines are used for safety in stunts.

IV. A. Uniforms for cheerleaders

The parent must be willing and financially able to purchase the cheerleader uniform. The district will purchase the basic uniform: (top, skirt and lettering); the parent will be responsible for the remaining expenses (shoes, socks, leggings, leotards, etc.). The complete cheerleader uniform and camp will not exceed $350.00. The items purchased by the district will remain property of the district.
Parents will be required to pay half of their portion at the time of the fitting, and the balance will be due in 30 days. Cheerleaders will return all District uniforms at the end of basketball season or when removed from the team. Student/Parent will be financially responsible for any unreturned, lost, or damaged uniform or district property.

B. Camp for cheerleaders

Cheerleaders must attend a district cheerleading camp sponsored by ACA, NCA, UCA, or another national company. The cheerleaders must pay for camp when ordering uniforms. The cheerleader must submit a current and completed physical form that indicates the student is in good health and is in good physical condition for cheerleading prior to the start of camp.

V. Reasons for probation, suspension, and/or dismissal

A. Temporary suspension

1. A regular class grade below 70 on a six weeks report card will result in temporary suspension following the no-pass, no-play guidelines. Pre-AP or GT classes may have a one time exemption per ~~year~~ semester providing the grade on a six weeks report card is 60 or above. If temporary suspension (because of grades) occurs any two six weeks, the student will be removed from the squad.
2. Any "U" in citizenship in a six weeks grading period will result in nonparticipation in any cheerleading function for the following three weeks period.
3. Failure to perform duties will result in a three weeks suspension period.
4. A second suspension for failure to follow the guidelines will be for a period of six weeks.
5. Public display of affection (either in uniform or out of uniform) will result in a three weeks suspension period.
6. While on temporary suspension, the cheerleader may not cheer or wear the uniform.
7. A student placed in ISS, OSS, or DAEP will be suspended for the term of the placement plus an additional three weeks after that placement is terminated.
8. Insubordination, failure to follow the direction of the sponsor, faculty, or administration will result in three weeks suspension.

B. Dismissal

1. Failure to bring a "U" in citizenship up on a report card by the following six weeks in the same class will result in dismissal.
2. If authorized school personnel observe a student exhibiting inappropriate conduct that reflects poorly upon the reputation of the school, program, or team, that student may be dismissed according to the discretion of the sponsor, coach, director, or administrator.

C. Consequences of suspensions and dismissals

1. Members suspended from the squad will not wear any part of their uniform or participate as a cheerleader during the suspension period.
2. Suspended cheerleaders must, however, attend all meetings and practices during the suspension period.
3. Members dismissed from the squad will not be allowed to wear any part of the uniform for any reason to school or to a school function.
4. Any student dismissed from the squad may make application the following year, providing they meet the qualifications. However, they will be placed on probation and they shall only receive one temporary suspension the following year.
5. Upon dismissal the student will immediately return all District uniforms or the amount of the District uniform will be paid for by the parent.

VI. Code of Conduct

A. School rules must be followed at all times. Penalties for infractions will be severe, and immediate suspension or dismissal will be possible.

B. One Demerit

1. Inappropriately maintained uniform
2. Inappropriate cheerleading shoes
3. Lack of equipment or supplies - per piece
4. Chewing gum at practice, performance, or cheerleading activity
5. Hair not pulled up or back during practice or activity
6. Allowing someone else to wear a part of the uniform
7. Uniform worn without permission
8. Wearing any jewelry during practice or activity (i.e., necklaces, rings, watches, navel rings, cartilage rings, earrings, etc.)
9. Not maintaining a passing grade on a progress report
10. Tardy or leaving early during practice or activity

C. Two Demerits

1. Use of cellular/mobile device during activity or practice
2. Combing hair, applying make-up, etc. during practice or activity
3. Eating/drinking at an activity without sponsor permission
4. Not participating or cooperating with others during a game or practice
5. Standing and talking constantly to each other or friends during the games or practices
6. Failure to notify a sponsor ahead of time about an absence or tardy to a practice or game
7. Failure to tell the sponsor that you are leaving during or after games or practices
8. Receiving an "N" on report card or citizen report – two demerits per “N”

D. Three Demerits

1. Not wearing uniform to school or improper uniform - Cheerleader must change into the correct uniform by 8:45 a.m. or face being benched for the event

2. Second tardy to any games or practices (before the game or after your break) except illness with a parent note
3. Persistent disrespectful behavior/inappropriate behavior
4. Insubordination
5. Disrespect to sponsor/director/chaperone
6. Refusal to participate during practice or activity
7. Violation of GPISD Student Code of Conduct rule specified under "STANDARDS for STUDENT CONDUCT."
8. Not fulfilling duties (making signs, decorations, selling ribbons, etc.)
9. Copying work/cheating in class
10. Lack of knowledge and memorization of cheers and chants for games or pep rallies
11. Failure to cheer appropriately during games or pep rallies
12. Any unexcused absence from practice or a game
13. Receiving a "U" on a report card or citizenship report
14. Disruptive behavior on the bus

E. Consequences of demerits

When a member of the squad receives 3 demerits, the member will be benched for one week. The member may not wear the uniform on that day, and it will be at the discretion of the sponsor whether attendance at the game is allowed.

VII. Cheerleaders involved in athletics

A. Any cheerleader may choose to participate in any athletic function.

B. The cheerleader involved in athletics must always remember that he/she is still a member of the cheerleading squad, and he/she is responsible to those duties.

VIII. Extracurricular Pledges

A. Any student participating in extracurricular activities is subject to random drug testing.

B. Each student must sign all forms required for extracurricular participation.

C. Each student must submit a current and completed physical form that indicates the student is in good health and is in good physical condition for cheerleading prior to the start of camp.

ELIGIBILITY TO MAKE APPLICATION FOR PARTICIPATION IN THE CHEERLEADING PROGRAM

To be eligible for cheerleading, the student must meet these requirements:

A.

1. No more than two failing six weeks grades in any subject during the academic year of application.
2. No more than 5 unexcused absences during the semester prior to the cheerleading clinic without an administrative waiver.
3. The student must be enrolled in the school for at least 15 school days immediately prior to the day of clinic.
4. The student's parent or guardian must sign and return the last page of the guidelines, which indicates they have received and read the guidelines.
5. A clinic will be held for all candidates to learn cheers and formations. The student is expected to attend and participate everyday of the workshop in order to be eligible to cheer unless the student has another school activity conflict. Exceptions will be approved by the

cheerleader sponsor. The last day of the clinic will include a simulated tryout process.

6. If a student quits the squad during the school year, the student may not cheer for the next immediate school year.

B. Eligibility to participate will follow the guidelines established in the State's "No-Pass, No-Play" rule.

C. **No refund will be made after the uniform order has been placed.**

D. The student's parent, guardian, or parent adult designee (if submitted in writing to the sponsor) must attend an information meeting called by the school.

CHEERLEADER PLEDGE

I have read, and fully understand the rules and guidelines for being a Grand Prairie Independent School District Middle School Cheerleader. I do hereby pledge to uphold these rules and guidelines to the best of my ability. I agree to abide by these rules and guidelines throughout my term as cheerleader.

Signed_____Date_____

PARENT'S PLEDGE

I have read, and fully understand the rules and guidelines of the Grand Prairie Independent School District Middle School Cheerleader. I pledge to help my son/daughter become the type of cheerleader that he/she and the school will be proud of. I agree to cooperate with the school and sponsor and follow these rules and guidelines.

Signed_____Date_____

HIGH SCHOOL

CHEERLEADING

PROGRAM

2010-2012

HIGH SCHOOL CHEERLEADER/MASCOT GUIDELINES
GRAND PRAIRIE SCHOOLS

Revised 2/3/10

Because cheerleaders are so important to the success of any school athletic program and are, in all probability, one of the most representative groups of the school, these guidelines are being issued to all candidates for cheerleader and mascot so that each will fully understand the duties, responsibilities, and obligations to the student body. The document does not speak to every possible situation which could occur in a high school cheerleading program; therefore, any question not addressed in the document as well as the interpretation of this document will be answered by the administration at the school, after consultation with the cheerleader sponsors and coaches. After carefully reading the following topics, decide whether you feel that you are capable and willing to abide by the qualifications and regulations. If you understand all items and wish to participate in the practice and tryouts for cheerleader and mascot, sign the pledge at the end. Neither the high schools nor GPISD shall be held responsible for any injuries which occur to any cheerleader/mascot member. The District strongly advises all participants to obtain accident insurance.

I. PURPOSE

Being selected a cheerleader is an honor and a special privilege. Cheerleaders are first and foremost a representative of their school and must exemplify at all times behavior suitable to their position. They are entrusted with building school spirit and promoting good sportsmanship among athletes, fans, and other schools. Respect for the school, the other members of the squad and the sponsor/director and his/her authority will be maintained at all times.

Cheerleading demands a commitment of time and energy; therefore, participation in other activities should be carefully scheduled. Once selected, cheerleaders must be enrolled in the cheerleading class for at least the first semester. Cheerleading activities will take equal priority with other extracurricular activities, but not other curricular activities (those that affect the class grade). Jobs and vacations must not conflict with camp and scheduled practices the entire cheerleading season.

II. TRYOUT INFORMATION

A. Eligibility. To be eligible for tryouts, a student must:

1. Not have more than two failing six weeks grades in any subject during the academic year of tryouts.
2. Not have more than 5 unexcused absences during the semester prior to the tryout without an administrative waiver.

3. Not have quit a cheerleading squad the prior year. (A student can decline to accept a cheerleader position before the deadline of the $300 down payment. Once the $300 down payment is paid, the student has accepted the position.)
4. Not have been removed from a cheerleading squad the prior year.
5. Have an acceptable discipline record as determined by an administrator.
6. Submit a current and completed physical form that indicates the student is in good health and is in good physical condition for cheerleading.
7. Be enrolled in the school trying out for at least 15 school days immediately prior to the day of tryouts.
8. Attend and participate everyday of the clinic, which will be held for all candidates to learn cheers and formations. Absences from the clinic due to another school activity conflict may be excused by the cheerleader sponsor.

B. Additional tryout information:

1. The student's parent, guardian, or parent adult designee (if submitted in writing to the sponsor), must attend a tryout information meeting called by the school.
2. The student's parent or guardian must sign and return the last page of the guidelines, which indicates they have received and read the guidelines.
3. Tryout practice will be scheduled for at least one week and will conclude with the tryouts. The tryouts will be scheduled during the second semester

III. SELECTION AND SQUAD COMPOSITION

A. Four judges from outside the GPISD who are neither related to nor acquainted with the candidates will be selected by the varsity cheerleader sponsor, under direction of the principal. (If an individual judges the candidates in violation of this provision, his/her score will be invalid and the average of the judges' scores will be become the fourth judge's score.)
B. Candidates will draw an identifying number to wear before the judges.
C. The lowest judge's score will be discarded. The student's class together with the sum of the highest 3 scores will determine placement on a cheerleading squad as follows:

a. Freshmen
    i. A minimum of 47 points
    ii. Freshmen only (9^{th} grade)
b. Junior Varsity Gold/White

i. A minimum of 57 points
ii. Sophomore, Junior, and/or Senior

c. Junior Varsity Blue/Red[1]
i. A minimum of 66 points
ii. Sophomore, Junior, and/or Senior

d. Varsity
i. A minimum of 75 points
ii. Sophomore, Junior, and/or Senior.

D. Mascot will be the Sophomore, Junior, or Senior candidate with the highest total score.

E. There is no maximum number of cheerleaders for any squad, and both males and females may be placed on all squads.

IV. UNIFORM INFORMATION

A. Maximum amounts are: Varsity $1100, Junior Varsity $850, and Freshmen $850.00.

B. The mascot will be required to pay a non-refundable user fee of $125 for the upkeep of the uniform. The mascot will also be required to purchase shoes, socks, and shirts for game day wear. The SGP mascot will also be required to purchase make-up/paint and a body suit or leggings.

C. One uniform (known as traditional/universal) purchased by the district will be alike throughout all squads and will be used each year. All other uniforms will be selected at the discretion of the sponsor and purchased by the cheerleader.

D. All squads are to attend the same director approved camp with costs to be determined by the camp.

E A $300 uniform down payment will be made no later than the first uniform fitting, which usually occurs within one to two weeks after tryouts. If the total $300 payment is not made at this time, the student will forfeit his/her position on the squad. Installment due dates will be set by the sponsor. In addition, the

1 The JV squads may be combined at the discretion of campus administration.

cheerleader will not be allowed to participate in any required function until full balance is received. Payments must be in cash or money order only.

F. When wearing uniforms to school, cheerleaders will be required to wear a leg covering under uniforms. This type of covering (warm-up pants, etc.) will be decided upon by each individual squad and will become a permanent part of the school uniform.

G. Property purchased by the district remains property of the district. Any lost or destroyed item will be the responsibility of the student/parent to pay for the cost of the item.

V. GENERAL INFORMATION

A. GRADING STANDARDS

1. Academic grades will be based on measurable attainment of specific objectives, skills, and essential elements. The sponsor may also use quizzes, informal and formal tests, skills tests, and periodic checks for understanding.

2. Behavioral/citizenship grades will be determined by factors covered in the Student Code of Conduct as well as specific classroom rules developed by the sponsor/director.

3. Demerits are used purely to determine the status of a cheerleader in regard to performing. The merit/demerit balance a cheerleader has earned will not affect the citizenship grade.

4. Under the "No Pass, No Play" rule a cheerleader who receives a failing six weeks grade will be ineligible for cheering for the following three weeks. (An ineligible cheerleader under this provision is still required to practice.)

   Exception: An administrator may waive a single, failing grade in ONE AP, pre-AP, or advanced class per semester but only if the grade is 60 or higher. It is the sole responsibility of the cheerleader to get the waiver form from the sponsor and turn it in to the administrator's office by 3:30 p.m. on Friday of the grace week.

B. SCHEDULE

1. The cheerleader year begins with the selection and ends at next year's selection. If a varsity team advances to the playoffs, the appropriate cheerleader squads are required to cheer during the playoffs. If a game/activity continues into the second semester, the appropriate cheerleader squads are required to continue to cheer. Failure to comply with extended season cheering will result in demerits being issued and could affect the status of the cheerleader.

2. Senior cheerleaders will be required to be at all tryout practices. Demerits will be issued for non-attendance, and this could affect the status of the cheerleader. Any cheerleader/mascot who is removed from the squad will not be recognized at the banquet.

3. The summer practice schedule will be provided before the last day of school. It will reflect a maximum of 20 practice days and the summer camp

C. COMPETITIONS

Competitions are neither encouraged nor discouraged, but this activity must not interfere with the regularly scheduled activities of the cheerleading squads. If a campus decides to have a competition squad, all expenses are the responsibility of the participants

D. EXPECTATIONS OF CHEERLEADERS

1. Cheerleaders must attend all district football games. Cheerleaders must attend all volleyball and basketball games as assigned by the sponsor. (Sponsors or a GPISD employee will attend all assigned games.)
2. Cheerleaders must attend all practices as assigned by the sponsor, including after school practices, Monday through Friday.
3. Absences will be excused only for personal illness, family emergencies, or curricular conflict if the sponsor has been contacted prior to the absence. Contacting the school's attendance office for an absence is not sufficient—the sponsor must be notified. Even when a cheerleader is absent from school, the sponsor must be contacted prior to the activity. Should other attendance conflicts arise, whether absences are excused will be decided by an

administrator after holding a conference with the parent and both activity sponsors.

4. Cheerleaders must attend at least three classes of the school day in order to perform that day in a cheerleader activity. The principal will have the discretion to authorize participation. If more than half of the day is missed, the cheerleader will attend the game in uniform and sit with the sponsor.
5. Students who participate in school-sponsored trips shall be required to ride in transportation provided by the District. Students may not ride back from the event with their parent or legal guardian unless a written request has been submitted to the principal or designee the day before the scheduled trip. The parent or legal guardian may submit a written request to the principal the day before the scheduled trip to allow the student to ride with a designated adult. Students may not ride with other student drivers. The designated adult driver must meet with the sponsor before the cheerleader will be released. The District shall not be liable for any injuries that occur to students riding in vehicles that are not provided by the District.
6. Head cheerleaders are expected to take charge of leading the cheers at practice and games. If, in the judgment of the sponsor, the head cheerleader is not fulfilling these duties, the head cheerleader may be replaced.

E. STUNTS

The following guidelines are established to promote safety and a focus for the GPISD cheerleading programs as well as to outline a logical progression of stunting expertise while establishing a climate of safety.

1. General Stunt Restrictions
    a. All pyramids and partner stunts are limited to two persons high. "Two high" is defined as the base (bottom person) having at least one foot on the ground.
    b. Free-falling flips from pyramids are prohibited. (The activity prevented is head-over-hips rotation in which the person flipping has no contact with a spotter during rotation.)
    c. Knee drops are prohibited. (The activity prevented is where the person jumps up off the ground and comes back down directly on their knees, with the knees being the first part of the body to hit the ground.)

d. Falls from a shoulder stand are prohibited. (The activity prevented is a tension drop when both the partner and base start leaning forward, the partner jumps off and both do a forward roll.)
e. Basket tosses MUST be performed on ground level. Basket tosses are prohibited on hardwood surfaces.
f. Two person split catches are prohibited. (The activity prevented is where base holds partner overhead underneath the thighs.)
g. Swan dives and other tosses where a person is tossed from one set of bases to another are prohibited.
h. Use of mini-tramp or any height-increasing apparatus is prohibited.
i. Pyramids or partner stunts may NOT move through or under a basket toss or suspended flip.
j. Any other stunt or activity deemed dangerous by the campus principal or designee is prohibited.

2. Specific Squad Restrictions

All squads will follow cheer camp guidelines. Cheerleader camp and cheerleader clinics must be approved by the cheerleader director and the campus principal or designee.

a. FRESHMEN SQUADS (cheers for freshmen football and basketball)

i. The freshmen cheerleading squads shall not practice or perform basket tosses unless ALL FOUR participants have been trained at a district approved cheerleader camp or the sponsor has the appropriate certification. Suspended or free-falling flips are prohibited. Unsuspended extensions are allowed if they are double-based and have a continuous spotter. Unsuspended liberties are allowed according to sponsor's discretion.

b. JUNIOR VARSITY SQUADS WHITE/GOLD (cheers for Sophomore/JVB football, girls varsity basketball, and for girls varsity volleyball)

i. The Junior Varsity White/Gold cheerleading squads shall not practice or perform basket tosses unless ALL FOUR participants have been trained at a district approved cheerleader camp or the

sponsor has the appropriate certification. Suspended flips are prohibited, and unsuspended single-based extensions may not be performed by squads with only females. Unsuspended liberties are allowed according to sponsor's discretion.

c. JUNIOR VARSITY BLUE/RED SQUADS (cheers for JV/JVA football, boys JV basketball, and shares girls Varsity sports if necessary)

    i. The Junior Varsity Blue/Red squads shall not practice or perform basket tosses unless ALL FOUR participants have been trained at a district approved cheerleader camp or the sponsor has the appropriate certification. Suspended flips are allowed if there is a continuous spotter, and the person flipped must be cradled by three people. Unsuspended extensions are allowed. Unsuspended liberties are allowed according to sponsor's discretion.

d. VARSITY SQUADS (cheers only for boys varsity football and basketball)

    i. The Varsity squads may practice and perform basket tosses provided they are dismounted with a cradle by the original two bases plus an additional spotter if ALL FOUR participants have been trained at a district approved cheerleader camp or the sponsor has the appropriate certification. Basket toss cannot be performed on hardwood floors unless mats are provided. Suspended flips must have a continuous spotter. Unsuspended extensions and unsuspended liberties are allowed. Unsuspended single based extensions may be performed but must have a continuous spotter and advisor approval.

e. CO-ED CHEERLEADING GROUPS

    i. A co-ed squad (at least two males) may do unsuspended extensions with a continuous spotter.

VI. CHEERLEADER DISCIPLINE INFORMATION

A. Because cheerleaders are leaders of the school, cheerleader behavior standards are greater than those of the general student body. Cheerleaders earn merits or demerits based upon their behavior. Cheerleader sponsors and coaches will decide upon and record the merits/demerits. Decisions regarding cheerleader discipline may be appealed to the Superintendent's designee, currently Dr. Vern Alexander. The decision of the Superintendent's designee is final and may not be appealed further. Sponsors will keep the squad members informed of their merit/demerit status at least every three weeks. However, the cheerleader may ask the sponsor at any time for the merit/demerit status. Merits/demerits are valid only during the six weeks or summer in which they are earned; however, the status earned from demerits will continue until the consequences are served. Merits/demerits affect only the status of the cheerleader; they do not affect the cheerleader grades.

B. STATUS CATEGORIES

Active: 0 to 10 demerits

Cheerleader will wear uniform to school, will cheer at game, will travel to game, will wear uniform to the game.

Benched: 11 to 15 demerits

Cheerleader will not wear uniform to school, will not cheer at game, will travel to the game, will wear uniform to game, will sit with the sponsor at the game. Excluding holidays, benched status lasts for one week for the first offense, two weeks for the second offense, and three weeks for the third offense. Benched status commences on the day the threshold demerit was earned.

Inactive: 16 to 20 demerits

Cheerleader will not wear uniform to school, will not cheer at game, will travel to the game, will wear uniform to game, will sit with the sponsor at the game. Excluding holidays, inactive status lasts for four weeks from the earning of the threshold demerit. A third inactive status during the cheerleader year will result in removal.

Probation: 21 to 25 demerits

Cheerleader will not wear uniform to school, will not cheer at game, will travel to the game, will wear uniform to game, will sit with the sponsor at the game. Excluding holidays, probation lasts for six weeks from the earning of the threshold demerit. A second probation during the cheerleader year will result in removal.

Removal: 26 or more demerits

Cheerleader is removed from the squad and squad activities, will forfeit rights of cheerleader, will not wear uniform to school or any school function. All district cheerleading property must be returned within two weeks after removal from squad.

Ineligible: Refer to "No Pass No Play Rules"

Cheerleader may not participate in any activities, may not wear uniform during the school day, will not travel with the squad, may practice after school hours, may attend tutoring sessions.

Suspension: Refer to Extracurricular Baseline Guidelines

Cheerleader may only participate in class activities as deemed appropriate by the sponsor. May not wear uniform during the period of suspension, will not travel with the squad, and will not practice after school hours.

B. MERITS / DEMERITS

1. Merits

a. Merits may be accumulated to a maximum number of ten. Merits may be earned by cheerleaders during each six weeks. Summer merits have no maximum, but are only valid until the first day of school. A list of merit activities will be provided by the sponsor.
b. One merit will cancel one demerit. It will be the cheerleader's responsibility to provide documentation of merits earned to the sponsor.

(Merits earned cannot change status of a cheerleader once the demerits are earned.)

2. Demerits

a. CLASS I (5 demerits)

i. Inappropriately maintained or improper uniform during designated time
ii. Improper socks during designated time
iii. Improper shoes during designated time
iv. Chewing gum at practice, performance, or cheerleading activity
v. Lack of equipment or supplies
vi. Hair not pulled up or back during practice or activity
vii. Eating/drinking at an activity without sponsor permission
viii. Wearing any jewelry during practice or activity (i.e., necklaces, rings, watches, navel rings, cartilage rings, earrings, etc.)
ix. Combing hair, applying make-up, etc. during practice or activity
x. Tardy or leaving early during practice or activity
xi. Receiving an "N" on a report card
xii. Talking on cellular/mobile telephone during activity (including warm-up and half-time)
xiii. Not maintaining a passing grade on a progress report

b. Class II (10 demerits)

i. Disrespectful behavior/inappropriate behavior
ii. Refusal to participate
iii. Violation of GPISD Student Code of Conduct rule specified under “STANDARDS for STUDENT CONDUCT”
iv. Copying work/cheating in class
v. Not wearing uniform to school
vi. Absent from activity without prior approval from sponsor
vii. Receiving a “U” on a report card
viii. Disruptive behavior on the bus

c. Class III (15, 20, 25 demerits)

i. Violation of GPISD Student Code of Conduct rules specified under "GENERAL MISCONDUCT VIOLATIONS" (15-25 demerits depending on administrative action)
ii. Failing to ride district transportation without prior permission from sponsor or director (20)
iii. Insubordination (25)
iv. Disrespect to sponsor/director/chaperone (25)
v. Use or possession of tobacco (25). Conduct involving tobacco will result in suspension as outlined in the Extracurricular Base Guidelines.

d. Class IV (30 demerits)

i. Use or possession of alcohol. Any cheerleader found guilty of possessing or consuming alcohol on any school property or at any school sponsored activity will be suspended immediately for a minimum of 18 school weeks. Participation in a substance abuse awareness program is required for possible reinstatement to any activity. The second offense will result in removal from the program.
ii. Conduct involving drugs, marijuana, etc., will result in 30 demerits and automatic removal regardless of merits earned. Any student participating in extracurricular activities is subject to random drug testing.
iii. Violation of GPISD Student Code of Conduct Rule specified under "REMOVAL FROM THE REGULAR EDUCATION SETTING "EXPULSION" will result in 30 demerits and removal, except for tobacco which will follow the district's Extracurricular Baseline.
iv. Four or more infractions of the GPISD Student Code of Conduct specified under "GENERAL MISCONDUCT VIOLATIONS" within the cheerleader year will result in 30 demerits and removal.

CHEERLEADING SELECTION: JUDGING CRITERIA

NOTE: Judges have discretion of recall. Ranking is from 1-5 (5 being the highest).
1)Poor **2**)Below Average **3**)Average **4**)Above Average **5**)Excellent

CANDIDATE NUMBER: _____

Mascot: (10th or 11th or 12th grade candidates) Highest Score earns the position

Enthusiasm/Crowd Appeal	1 2 3 4 5
Character/Antics	1 2 3 4 5
Use of Props	1 2 3 4 5
Creativity	1 2 3 4 5
Appropriateness of the Skit	1 2 3 4 5

Comments: _____ Total: _____

Ninth Grade Center: (8th grade candidates)

Entrance (Includes spirit, enthusiasm, excitement, and loud/clear voice)	1 2 3 4 5
Jumps/Tumbling (Overall Technique, Form, Flexibility, and execution)	1 2 3 4 5
Cheer (Motion Technique, Voice Projection, Incorporation, Memory, and Spirit)	1 2 3 4 5
Chant (Motion Technique, Projection, Timing, and Spirit)	1 2 3 4 5
Appearance (Hair pulled up, shirt in, facial expressions, poise, and no gum or jewelry)	1 2 3 4 5

Comments: _____ Total: _____

(75 possible: **47 minimum total required**; based on 3 highest judges)

High School: (9th, 10th, 11th grade candidates)

Entrance (Includes spirit, enthusiasm, excitement, and loud/clear voice)	1 2 3 4 5
Jumps (Overall Technique, Form, Flexibility, and Execution)	1 2 3 4 5
Tumbling (Overall Technique, Form, Flexibility, and Execution)	1 2 3 4 5
Cheer (Motion Technique, Voice Projection, Incorporation, Memory, and Spirit)	1 2 3 4 5
Chant (Motion Technique, Projection, Timing, and Spirit)	1 2 3 4 5
Dance (Motion Technique, Showmanship/Stage Presence, and Memory)	1 2 3 4 5
Appearance (Hair pulled up, shirt in, facial expressions, poise, and no gum or jewelry)	1 2 3 4 5

Comments: _____ Total: _____

Junior Varsity (White/Gold) (105 possible: **57 minimum required**; based on 3 highest judges) (May be Sophomores, Juniors, or Seniors)

Junior Varsity (Blue/Red) (105 possible: **66 minimum required**; based on 3 highest judges) (May be Sophomores, Juniors, or Seniors)

Varsity (105 possible: **75 minimum required**; based on 3 highest judges) (May be Sophomores, Juniors, or Seniors)

HIGH SCHOOL CHEERLEADING/MASCOT PROGRAM

PLEDGE

I understand that I am to abide by all regulations set forth for candidates for cheerleader or mascot. If elected cheerleader or mascot, I promise to maintain the qualifications and follow the regulations set forth in the guidelines to the best of my ability. I understand that the school will not be responsible for any injury that I might receive while I am trying out for cheerleader or mascot or after I am elected to the position of cheerleader or mascot. I am aware of the risks involved in cheerleading.

Applicant's Name (print) _____

Applicant's Signature _____

Date _____

Address _____

Home Phone _____

I have read the guidelines and understand the expectations for the cheerleading program.

Parent's Name (print) _____

Parent's Signature _____

Date

_____

GRAND PRAIRIE ISD

DRILL TEAM

CONSTITUTION

2010-2012

REVISED 2.2.10

GPISD DRILL TEAM CONSTITUTION

The Board of Education authorized formation of the first Drill Team in Grand Prairie in the spring of 1968. Facts and conditions included in this constitution should explain the Drill Team operation. The high school, GPISD, nor the drill team director shall be held responsible for any injuries which occur to any drill team member. The District strongly advises all participants to obtain accident insurance.

Being a member of the drill team can be the most valuable and exciting growth opportunity for students. Members will learn to work for team goals, learn self-discipline, learn to budget time, and learn to set priorities. Members experience many things that will help develop self-confidence; learn to handle responsibility, success, and failure; as well as learn to set personal goals and strive to reach them. The components of exercise, dance, and friendship make members more active in high school life and a part of the school spirit and begin the lifelong process of learning to give back to the community through coordinated community service projects.

Drill Team demands a commitment of time and energy; therefore, participation in other activities should be carefully scheduled. Drill Team activities take priority over other non-athletic extracurricular activities but not other curricular activities (those that affect the class grade). Jobs and summer vacations must not conflict with scheduled practices and camp.

It is the belief of the Constitution Committee that each Drill Team is unique unto itself and in recognition of such, it is determined that each team be given some autonomy in creating its own behavioral governing guidelines.

In alignment with the district's Capturing Kids Hearts Initiative, the Drill Teams will utilize the Social Contract model to govern specifics of Drill Team behavior. Upon the selection of the new line, each team and Director will create a social contract under the facilitation of a district employee who has completed the CKH training. All behaviors outlined in this constitution as well as those identified by the Director and team will be addressed in the Team Social Contract (hereafter to be referred to as the TSC). Methods and terminologies for consequences and rewards such as "strikes," "demerits," probation times, "merits," and strike erasers will be detailed in the social contract. The completion of the Team Social Contract will be presented to the school administrator, principal, and superintendent designee for approval to ensure it is in compliance with all governing policies.

Any student participating in extracurricular activities is subject to random drug testing.

I. PURPOSE

A. The purpose shall be to:

1. promote and maintain school spirit and sportsmanship;
2. ~~provide~~ perform entertainment when ~~necessary~~ scheduled in cooperation with school and civic activities;
3. develop character, leadership, and individual responsibility while maintaining high moral standards and encouraging scholarship.

II. MEMBERSHIP

A. VARSITY

1. The varsity drill team ~~shall~~ may consist of freshmen, sophomores, juniors, ~~and~~ or seniors.
2. ~~There shall be an officer squad consisting~~ The officer squad may consist of sophomores, juniors, and seniors who have been on the team the year prior to officer tryouts. The captain and/or co-captain shall be the candidate who will be a junior or senior in the upcoming school year with the highest overall score.
3. There shall be as many managers as deemed necessary by the Director. Managers must meet the same academic, attendance, and behavioral expectations as line members.
4. ~~A parent or guardian and candidate must attend a parent meeting.~~
5. The ~~candidate~~ member must attend the practices and summer camp.

B. JUNIOR VARSITY

1. Sign up for drill team is through your school counselor.
2. Jr. Varsity ~~will~~ may consist of freshmen, sophomores, juniors, and seniors. Auditions are not required unless trying out for officer.
3. A parent or guardian and candidate must attend a mandatory parent meeting if required by the Director.

III. QUALIFICATIONS FOR VARSITY TRYOUTS

A. Prior to tryouts, candidates must turn in the following:

1. Drill team member and parent contract
2. Application
3. Grade and citizenship form (No more than two failing six weeks grades and no more than two "U"s in Citizenship during the academic year of tryouts.)
4. Physical Form
5. Attendance Report (No more than five absences during the semester prior to tryouts will be accepted unless an administrative waiver is obtained as an explanation for excessive absences.)

B. A parent or guardian AND the candidate must attend a MANDATORY drill team tryout information meeting prior to the tryout.

C. All members are required to tryout every year.

D. Candidates will perform specified routines at tryouts in front of a panel of ~~three~~ four qualified judges. The lowest score will be dropped. Judges shall not serve 2 consecutive years. Scoring is based on appearance, posture, splits, kicks, dance ability and projection on a scale of 0-100. Candidates must earn an average score of 70 to qualify for varsity membership. The judges' decision is final.

E. Candidates must ~~attend~~ participate during the designated tryout camp. Failure to comply may disqualify the candidate. An excused absence must be cleared with the Director ~~prior to the conclusion of the missed practice .~~within 24 hours of the missed practice. Proper documentation for the absence must be presented. An excused absence consists of: death in family (funeral program provided), ~~unexpected~~ accident, or illness with documentation from a medical professional.

F. The term of service shall be officially recognized as the beginning of tryouts ~~and time of team selection continuing until tryouts the next~~

~~school year~~ through the end of the next school year. The time between tryout and the end of the school year shall be considered a transition time from old team to new team. All members remain in elected and/or selected positions until the end of the school year.

G. ~~The candidate and parent or guardian must be fully aware of the expense involved in participating in the drill team. As explained in the information given to the candidates prior to tryouts, the parents or drill team member must be willing to meet all financial obligations.~~ Account balances must be cleared according to the payment schedule established by the Director. Failure to do so results in removal from ~~routines~~ participation until balance is cleared.

An estimate of all financial obligations will be disclosed at the mandatory parent(guardian)/candidate meeting prior to tryouts. Payment installment schedules will be set by the Director.

H. Camp fees must be paid before camp attendance. Failure to attend camp ~~may~~ will result in removal from the team. Any exceptions will be reviewed by an administrator. NO REFUNDS will be awarded.

I. If a student quits the team during the current school year, the student may not tryout for the next immediate year. The student will be eligible to tryout for the following year provided all eligibility requirements have been met. Any drill team member removed from the squad will be ineligible to tryout for the following drill team season (spring to spring). NO REFUNDS will be awarded.

IV. LINE MEMBER DUTIES AND RESPONSIBILITIES

A. Participation in the drill team will be contingent upon successfully completing requirements of "No Pass No Play". Academically ineligible members must practice but are not allowed to perform during the suspension time.

B. Members must participate in all fund raising activities as approved by the Director. Members are responsible for all tickets, products, anything being sold, or functions being worked.

C. Members are expected to plan other activities around drill team practices and responsibilities.

D. ~~Members must attend all football games and selected home district basketball games. There may be other athletic events where attendance will be mandatory. Participation in competition and the spring show is also mandatory.~~

Participation is mandatory at all football games, selected home district basketball games, competitions, Spring Show and any other events as scheduled by the Director.

E. To be allowed to perform, the member must attend school at least three classes on the day of the performance and must have attended required practices in accordance with the Constitution. The administrator will have the discretion to authorize participation.

F. ~~Any injury or illness that causes a dancer to sit out of a practice session two days prior to a performance will result in the dancer being ineligible to perform at the next event~~. Any injury, illness, or absence (defined as missing more than 15 minutes, of practice) that causes a member to sit out of a practice will result in the dancer being ineligible to perform at the next event. Exceptions to this rule may be made for such circumstances as a death in the family, but must be cleared with the Director.

G. Members must contact their ~~officer or Director~~ Director and officer BEFORE being absent. Failure to do so will result in ~~a strike~~ consequences as determined in the Team Social Contract. In case of an unexpected absence, members should telephone the school and leave a message for the Director ~~and officer.~~

H. Members are expected to have and continue to display the characteristics listed below. Members who do not display these characteristics will be subject to ~~probation or dismissal.~~ consequences determined by the Team Social Contract, GPISD Extracurricular Baseline Guidelines, and/or the GPISD Student Code of Conduct.

The member will:

1. abstain from smoking, alcohol, drugs, and participating in any illegal activity
2. display school and drill team spirit,
3. show a positive attitude,
4. ***cooperate with and show respect to the Director at all times,***
5. always follow the instructions given by the Director,
6. exhibit good taste in appearance and social behavior
7. exert 100% during practices and performances,
8. maintain pride in yourself, your school, and your drill team,
9. be honest and exhibit high moral standards,
10. respect, know, and follow the guidelines outlined in the Constitution and Team Social Contract.

I. ~~Any member who exhibits a poor attitude or is cooperative or disrespectful, as determined by the Director, will be given a strike and will not be allowed to perform. Any dancer that is benched a second time for the same offense will be dismissed from the drill team~~.

Practice is required each day during a specified class period. Drill team can fulfill a physical education, fine art, or elective credit. Extra practices required outside of the class period are held in accordance with the UIL 8 hour practice rule.

J. Summer practice IS required of all drill team members. A schedule of summer practices will be given to members before the end of the last day of school.

~~**During football season, the drill team will be required to practice with the band. Extra practices will be scheduled throughout the year as deemed necessary. Being tardy to these practices will result in a strike.**~~

K. Members must dress in the designated work out attire for practice. ~~or they will a receive a strike. Three strikes for this offense will result in probation. An additional three strikes for the same offense will result in removal from the drill team.~~

~~If absent two days prior to a performance, the member will miss the performance. Exceptions to this rule may be made for such circumstances as a death in the family, but it must be cleared with the Director. An absence is defined as being more than 15 minutes late to practice~~.

L. On the day designated by the Director, each member will be required to demonstrate mastery of a given routine before being allowed to perform. The Director will determine which members do not demonstrate sufficient ability to perform the routine.

M. ~~All academically ineligible members must participate as part of the drill team in accordance with no pass no play guidelines.~~

No jewelry, visible piercings or tattoos are allowed. Single stud earrings may be allowed at Director's discretion.

N. Students who participate in school-sponsored trips shall be required to ride in transportation provided by the District. Exceptions must be approved by the principal or his/her designee. Students may ride back from the event with their parent or legal guardian if a written request has been submitted to the principal or designee the day before the scheduled trip.

In the event of extenuating circumstances, a student may ride to an event with a parent or legal guardian. The parent or legal guardian may submit a written request to the principal or designee the day before the scheduled trip authorizing the student to ride with a designated adult. (subject to ~~principal approval~~ administrator approval)

The District shall not be liable for any injuries that occur to students riding in vehicles that are not provided by the District. Students must be on time for the bus in order to meet time constraints determined prior to the activity by the bus driver, Director, and coach. Students may not ride with other student drivers.

The cost of meals, if any, will be paid by the members themselves.

If a member misses the provided transportation, the member may not attend the event planned. The member will also be placed on a three week probation.

O. ~~Members on probation may not perform. Students on probation must attend the games, in uniform, and will be required to sit with the Director~~.

PROBATION is defined as a time determined by the Team Social Contract when member may not perform but must attend events, in uniform, and are required to sit in an area designated by the Director.

P. Any drill team member caught with, or found to have been using, alcohol, drugs or tobacco products on or off school property will be dismissed from the team.

V. CITIZENSHIP

A. A drill team member receiving more than one "U" in citizenship in one grading period will be placed on three-week probation. A member will be placed on two-week probation for receiving two "N" conduct grades on a report card in one grading period. Drill team members are expected to exhibit proper conduct at all times; they are leaders of the school and should set examples for all to follow. Students receiving a “U” conduct grade in citizenship in any class for two consecutive grading periods will be dismissed from the drill team.

VI. GRADES

A. Academic grades for drill team will be assigned based on selected dance and physical education requirements outlined by the state.

B. In order to be eligible to participate in an extracurricular activity, a student must not have a recorded grade average below passing in any course the previous six weeks ("No Pass, No Play" rules). Should a drill team member become ineligible due to grades, the member will be allowed to practice but may not participate at games or

competitions until eligibility is regained. Pre-AP, AP, or advanced classes may have a one-time exemption per ~~year,~~ semester for one class only, providing the grade on a six weeks report card is 60 or above. This waiver may be obtained, but it is the sole responsibility of the drill team member to get the form from the Director and turn it in to the administrator. Should the drill team member become ineligible twice, the student will be removed from the drill team.

VII. DANCE OFFICERS

A. Any returning Varsity member on the team, who has been on the team at least one year prior to trying out, and meets the requirements for officer according to the Team Social Contract is eligible to try out for officer.

B. ~~Officers will be selected by a panel of four knowledgeable judges~~. Dance Officer Candidates will perform specified routines at tryouts in front of a panel of four qualified judges. The lowest score will be dropped. Judges shall not serve 2 consecutive years.

~~C. The candidate will perform a mandatory routine, a kick routine, and an individually choreographed routine. Candidates may be asked to demonstrate an officer strut, splits, and a spontaneous technical combination as determined by the Director. Candidates also will be asked to keep a notebook, obtain teacher recommendations, and answer a questionnaire, all of which judges will have an opportunity to review. A personal interview will be held with the dance judges.~~

The candidate will perform the following at the tryout:

1. a mandated dance routine
2. a mandated kick routine
3. an individually choreographed routine that showcases the candidate's technical abilities and showmanship
4. a spontaneous technical combination as determined by the Director.

The candidate will be required to present the following prior to the tryout which will be available for judges' review:

1. a notebook whose contents will be determined by the Director
2. a questionnaire developed by the Director
3. teacher recommendations
4. strike/demerit/merit record for the previous year

Each candidate will be personally interviewed by the panel of judges.

Selection of the officers will be determined by judges and based on scoring in nine categories: dance routine, kick routine, individual routine, technical combination, notebook, questionnaire, teacher recommendations, judges' interview, and team vote.

D. The scores will be based on a possible maximum of 135 points. A maximum of 125 points from the judges, a maximum of 10 points from the ~~new line~~ newly selected line members.

~~The Junior or Senior officer candidate with the highest overall score will become the head officer (Captain).~~ The captain and/or co-captain shall be the candidate who will be a junior or senior in the upcoming school year with the highest overall score.

E. ~~Once officers have been chosen, they will remain unless they violate their officer contract or unless they are placed on probation. If for any reason an officer is placed on probation, the officer will automatically relinquish that position during the probation period. Officers may be placed on probation for any offense that brings discredit to the team, school, or the individual, as determined by the sponsor and campus administration. Officers will be expected to maintain a higher lever of maturity, responsibility and poise than the squad. Disrespect to any adult, lack of self-control while the squad is present, cursing or behavior unbecoming of an officer will result in probation. A second offense will result in relinquishing of position.~~

Officers will be expected to maintain a higher level of maturity, responsibility, and poise than the squad. Once officers have been

chosen, they will remain unless they violate the Officer Contract as developed by the Director and the principal's designee. The contract will address behaviors deemed inappropriate that discredit the team, school, or individual, as determined by the Director or campus administration. Officers violating the Officer Contract will be subject to probation or dismissal according to the contract. Disciplinary action is determined by the Director, Principal, or designee.

G. Officers are required to attend an officer camp in addition to line camp. Anyone who cannot make this commitment should not tryout for officer.

H. In the event of an officer resignation or dismissal, an alternate may be appointed if deemed necessary by the Director, as long as the officer qualifications have been met.

VIII. SQUAD LEADERS

A. Squad leaders may be chosen by the Director if she feels there is a need for them.

B. One head squad leader may be chosen by the Director if the Director feels such a position is needed.

C. ~~Squad leaders will be expected to comply with the same maturity and behavior requirements as the drill team officers~~.
Squad leaders will be expected to comply with the Officer Contract.

IX. ~~SOCIAL OFFICER CLUB~~ SOCIAL OFFICERS

A. ~~The Social Officer Club will consist of president, vice president, secretary, historian and spirit leader. They will be elected by the new line members each year~~.

Social Officers may consist of any of the following as deemed by the Director:

1. President

2. Vice President
3. Spirit Leader
4. Secretary
5. Historian

A Social Officer candidate will be required to present the following at Officer Tryouts:

1. a notebook whose contents will be determined by the Director
2. a questionnaire developed by the Director
3. teacher recommendations
4. strike/demerit/merit record for the previous year.

Each candidate will be personally interviewed by the panel of four judges.

Selection of the officers will be determined by judges and based on scoring in five categories: notebook, questionnaire, teacher recommendations, interview and team vote.

B. ~~The head squad leader and president will be in charge of delegating duties. Among these will be all athletic boosting, birthdays, trophy case, drill team parties, and other organization and activity boosting.~~ Social Officer duties will be determined by the Director. A description of duties will be given to candidates prior to tryouts.

C. ~~Social Officers will be expected to comply with the same maturity and behavior requirements as the Drill Team officers~~.
Social Officers will be expected to comply with the Officer Contract.

X. ~~MERITS~~ SOCIAL CONTRACT:

~~A. There are numerous ways to earn Merits. All merits will be determined and awarded by the Director. A list of merit activities will be provided by the sponsor.~~

A. A Team Social Contract shall be developed by the team and Director. It will govern the behaviors, discipline and rewards for

each team. It will address all behaviors listed in this constitution as well as those deemed by the team and Director. The TSC may choose the use of terminology for rewards and discipline marks such as: strikes and merits.

1. Within one month of the new team selection, a Team Social Contract will be developed and submitted to the principal and principal designee, for approval. After school administrative approval, the contract will be sent to the district for approval. Upon final approval from the principal, administrative designee, and district office, the team will begin operating under the guidelines agreed upon in the Team Social Contract until the selection of the next new line. The teams' previous contract will remain in effect until the new contract is approved.

2. In the year of the adoption of this constitution (2010), the current team at the time of the adoption of the constitution will be charged with creating a Team Social Contract within one month of constitution adoption. Upon approval from the principal and administrative designee the team will begin operating under the guidelines agreed upon in the Team Social Contract until the selection of the next new line in the spring of 2010.

XI. ~~STRIKES~~ DISCIPLINE AND REWARDS

~~A. Strikes are assigned for various reasons. Examples are: inappropriate behavior, tardy to drill team practices or activities, wearing incorrect clothing, forgetting part of the uniform or work out attire, not turning things in on time, failure to actively participate in a fundraiser, etc. Strikes are given by the Director.~~

~~B. The following infractions will result in Strikes being assessed:~~

~~♦ 1 STRIKE INFRACTIONS:~~

~~Leaving personal items behind in gym/locker room~~
~~Chewing gum in uniform or at practice~~
~~Wearing jewelry~~
~~Wearing nail/toenail polish while in performance uniform~~

- ~~Wrong uniform or parts missing~~
- ~~Incorrect practice attire~~
- ~~Excessive talking during practice~~
- ~~Make-up (not wearing proper make-up during performance)~~
- ~~Not paying attention in stands~~
- ~~Loss of prop or uniform during performance~~
- ~~Not fulfilling duties~~
- ~~Walking in school hallways without a cover-up on~~
- ~~Failure to turn in items when they are due~~
- ~~Lack of participation during practice~~
- ~~Improper hairstyle or accessories while in uniform~~
- ~~Inappropriate behavior~~

♦ ~~2 STRIKE INFRACTIONS:~~

~~Leaving a drill team practice or function early without the Director's permission~~

~~Second incident of inappropriate behavior~~

♦ ~~3 STRIKE INFRACTIONS:~~

- ~~Unexcused absence from practice~~
- ~~Unexcused absence from a performance~~
- ~~Insubordination~~
- ~~Repeated inappropriate behavior~~
- ~~Profanity~~
- ~~Truancy (skipping school)~~

A. Disciplinary marks and rewards will be determined in the Team Social Contract.

B. Behaviors that may be addressed in the social contract include but are not limited to the following:

- Leaving personal items behind in gym/locker room
- Chewing gum in uniform or at practice
- Wearing jewelry
- Wearing nail/toenail polish while in performance uniform

- Wrong uniform or parts missing
- Incorrect practice attire
- ***Tardies***
- Excessive talking during practice
- Make-up (not wearing proper make-up during performance)
- Not paying attention in stands
- Loss of prop or uniform during performance
- Not fulfilling duties
- Walking in school hallways without a cover-up on
- Failure to turn in items when they are due
- ***Cell phone usage during practices***
- Lack of participation during practice
- Improper hairstyle or accessories while in uniform
- ***Visible piercings and/or tattoos***
- ***Distributing team attire or paraphernalia to non-members***
- Inappropriate behavior
- ***Stealing***
- Leaving a drill team practice or function early without the Director's permission
- Unexcused absence from practice
- Unexcused absence from a performance
- Insubordination
- Repeated inappropriate behavior
- Profanity

C. Drill team members who anticipate trying out for officer, ~~squad leader~~, or Social Officer, ~~must~~ should have demonstrated consistent compliance of all guidelines as stated in the Constitution and TSC. ~~NOT have any strikes~~. Attitude, behavior, respect, maturity and the demonstrated ability to teach and lead are especially important during the evaluation of candidates.

~~D. There are numerous ways to earn strikes. The most frequent method will be for the drill team member to spin the "Strike Eraser." On the "Strike Erasers" can be found the following exercises:~~

~~50 Ballet jumps center (1st, 2nd, and 5th position)~~
~~40 Squats and Lunges~~
~~30 Push Ups~~
~~25 Ribbets~~
~~20 Up/Downs~~