

Board Workshop Agenda

Lake Travis Independent School District Board of Trustees

A meeting of the Board of Trustees of Lake Travis Independent School District will be held March 20, 2024, beginning at 6:00 PM in the Educational Development Center, Live Oak Room 607 RR 620 North Austin, TX 78734.

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

1. Call To Order and Quorum Determination
2. Pledge of Allegiance and Moment of Silence
3. Recognitions
 - A. 2024 Greater Austin Regional Science and Engineering Fair 3
 - B. Lake Travis High School 2024 Texas Music Educators Association All-State Musicians 5
 - C. Lake Travis High School - 2024 UIL State Instrumental Chamber Music Contest 6
 - D. Lake Travis High School Cavalette Emery Domecq – 2024 TDEA All-State Dance Team 7
 - E. Lake Travis High School – Texas State Thespians Convention & Festival Improv Competition 8
 - F. Lake Travis High School - 2024 UIL Swimming and Diving State Meet 9
 - G. Lake Travis High School - 2024 UIL Wrestling State Tournament 10
 - H. Lake Travis High School 2024 National Merit Scholarship Program Finalists 11
 - I. Lake Travis High School 2023-2024 Top Ten Academic Scholars 12
4. Public Comments/Citizen Participation
5. Presentation/Discussion Items
 - A. Population and Survey Analysts (PASA) 2024 Demographer Update 13
 - B. E-Rate RFP for wireless and network switching infrastructure upgrades 20
 - C. Technology Bond Expenditure Report 21
 - D. Learning Together Checkpoints 22
 - E. Interim Assessment Data 38
 - F. February 2024 Monthly Financial Reports - Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, 2018/2023/2024 Capital Projects Reports and Quarterly Investment Report 49
 - G. Election of Place 4, Region 13 Board of Directors 57
6. Consideration Items
 - A. Resolution No. 032024-01 of the Board Regarding Wage Payments During Emergency School Closure 59
 - B. Proclamation – 2024 Instructional Materials Selection 62

C.	Guaranteed Maximum Price (GMP) Phase I (Early Release) for CMR 23-09 for Lake Travis High School Parking and Related Detention Pond Work	96
D.	Access Easement Agreement between Lake Travis ISD and Peacock Capital Partners LLC for Lake Travis ISD’s Land Located on Reimers-Peacock Road	100
E.	Approval of a Contract between Lake Travis ISD and Claycomb Associates, Architects for the Lake Travis High School Cavalier Stadium Renovations and Women’s Field House Renovations and Additions Projects	101
F.	Consent	
	1. Foreign Exchange Student Waiver	171
	2. Minutes of February 21, 2024 Board Meeting	172
	3. TEA Expedited Waiver Request for Staff Development Minutes Waiver	181
7.	Level Three Appeal of Parent/Student Grievance regarding the following Library Books - "The Haters" and "Me and Earl and the Dying Girl" written by Jesse Andrews	
8.	Upcoming Meetings and Events	
	A. April 3, 2024, 6:00 p.m. - Budget Workshop, EDC	
	B. April 17, 2024, 6:00 p.m. - Monthly Board Meeting, EDC	
	C. May 15, 2024, 6:00 p.m. - Monthly Board Meeting, EDC	
9.	Closed Session - Trustees will adjourn into Closed Session as permitted by the Texas Government Code 551.001 et. seq.	
	A. Section 551.074 - Personnel Matters	
	1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071)	
	B. Section 551.071 - Consultation with Attorney	
	1. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2).	
	C. Section 551.072 - Deliberation Regarding Real Property	
	1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)	
	D. Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student	
	1. The Board will discuss personally identifiable information about a public school student.	
	E. Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting to deliberate:	
	1. The deployment, or specific occasions for implementation of security personnel or devices.	
10.	Adjournment	



AGENDA ITEM ACTION SHEET

AGENDA ITEM

2024 Greater Austin Regional Science and Engineering Fair

RECOMMENDED ACTION

For Recognition only.

RATIONALE

Lake Travis ISD was well represented at the 2024 Greater Austin Regional Science and Engineering Fair (GARSEF) held February 21-24 at the Palmer Events Center. GARSEF is a STEM competition for 3rd-12th grade students from 14 Central Texas counties. The regional festival is one of the largest science fairs in Texas. Schools may participate in either the Elementary, Junior, or Senior divisions.

Lake Travis ISD congratulates the following students whose projects were recognized at GARSEF:

Lakeway Elementary School:

- **Liam Askwith** – “Does the Temperature or Type of Water Affect the Ph Level of the Water?” (1st Place)
- **Brooks Bloomquist** – “Does Exercise Affect your Memory?” (1st Place)
- **Bear Bromley** – “How Does Light Affect the Growth of Basil Seeds?” (1st Place)
- **Owen Dale** – “Does Color Affect Memory?” (1st Place)
- **Eleanora Goldapp** – “The Greatest Conductor” (1st Place)
- **Avni Goyal** – “Which Ball Floats the Highest in an Air Stream? A Study of Drag Force vs. Gravitational Pull” (1st Place)
- **Hannah Herries** – “What are the Effects of Different Antacids on Stomach Acid?” (1st Place)
- **Leighton Hill** – “Testing the Waters” (1st Place)
- **Jackson McCann** – “Rock On: Growing Crystals” (1st Place)
- **Kaitlyn McWhorter** – “Can You Turn Milk into Plastic?” (1st Place)
- **Andrew Mitchell** – “What Substance Melts Ice the Fastest?” (1st Place)
- **Nate Samson** – “The Effects of Drinks on our Teeth” (1st Place)
- **Max Schweiger** – “What Substance Melts Ice the Fastest?” (1st Place)
- **Zachary St. Pierre** – “Do Golf Balls That Bounce Higher Hit Farther?” (1st Place)

Serene Hills Elementary School:

- **Jackson Abrams** – “Measuring Water Quality Using a TDS Meter” (1st Place)
- **Nyla Ansari** – “Pricey Polish” (1st Place)
- **Carter Brough** – “Star Light Star Bright” (1st Place)
- **Logan Derby** – “Bottle Battle” (1st Place)
- **Charles Endendyk** – “Ice Ice Baby” (2nd Place)
- **Riley Hahn** – “Hair Tie Showdown” (2nd Place)
- **Isabella Hession** – “Temperature Toss” (1st Place)



- **Reagan King** – “Which Bat Bunts Best?” (1st Place)
- **Minna Lampinen** – “Rolling Down” (2nd Place)
- **Kieran MacDougall** – “Balls Away” (1st Place)
- **Aughtry Shelton** – “Let’s Kick It!” (1st Place)
- **Leila Tabarrok** – “Cake Bake” (1st Place)
- **Hera Tiliun** – “Rolling Away” (1st Place)
- **Jackson Welch** – “Gentleman, Start Your Engines!” (1st Place)
- **Carleigh Williams** – “Tumble, Jump, Flip Science” (1st Place)
- **Mackenzie Wood** – “High Rising Cakes” (2nd Place)

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School 2024 Texas Music Educators Association All-State Musicians

RECOMMENDED ACTION

For Recognition only.

RATIONALE

The musical talents of five Lake Travis High School students have earned each of them a place on the 2024 All State Band and Orchestra as determined by the Texas Music Educators Association (TMEA).

According to TMEA, All State is the highest honor a Texas music student can receive. Approximately 1,875 students were selected through a process that began in the fall of 2023 with over 70,000 students from around the state vying for the honor to perform in one of 18 ensembles (band, choir, and orchestra). Only the top 2.6% of students who initially audition become All-State musicians.

The following students from Lake Travis High School were selected as All-State musicians:

- **Luc Birla** (senior) – clarinet, 2-time qualifier
- **Ciara Burns** (senior) – horn
- **Jake Fagan** (senior) – tuba, 3-time qualifier
- **Audrey Huang** (sophomore) – violin
- **Alana Tempest** (junior) – clarinet

Students performed with other Texas All-State musicians on February 10 at the Henry B. González Convention Center in San Antonio as part of the 2024 Texas Music Educators Association Clinic/Convention. Richard Hicks and Anna Macias direct the Lake Travis High School band and orchestra programs, respectively.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Debbie Garinger – Lake Travis High School Principal

Shannon Gill - Director of Fine Arts

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School – 2024 UIL State Instrumental Chamber Music Competition

RECOMMENDED ACTION

For Recognition only.

RATIONALE

The Lake Travis High School Astraea Quartet has been selected to perform at the 2024 UIL State Instrumental Chamber Music Competition to be held March 23 at the Wilhelm Center for the Performing Arts in Bastrop. The Astraea Quartet is comprised of the following saxophone students from the Lake Travis High School Band:

- **Paige Chirempes** - junior
- **Quinlan Collins** - senior
- **Jacob Ittycheria** - junior
- **Eli Ward** - junior

These students were selected to perform through recorded auditions. The competition will feature the top 16 ensembles in the state.

Additionally, the quartet performed at the 11th Annual Coltman Competition held March 2 at the University of Texas Butler School of Music. The ensemble placed second in the Junior Division Mixed Instrumental Category earning a cash prize of \$1000. Richard Hicks is the Band Director at Lake Travis High School.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Shannon Gill - Director of Fine Arts

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School Cavalette Emery Domecq – 2024 TDEA All-State Dance Team

RECOMMENDED ACTION

For Recognition only.

RATIONALE

Over the past 40 years, dance team directors have met annually at the Texas Dance Educators Association (TDEA) Convention to share, learn, and grow school dance programs across the state. This year, there were more than 1,000 directors and dance educators in attendance at the convention held January 10-13 in Houston. Each participating school had the opportunity to select one student to the 2024 TDEA All-State Dance Team. **Emery Domecq**, a senior and Captain of the Lake Travis Cavalettes, represented Lake Travis High School among a group of 280 dancers.

During the convention, members participate in master classes, discover different dance opportunities offered in college, and learn performance combinations from prestigious choreographers. Emery performed her routine during the TDEA banquet. She will attend Clemson University this fall and will be a member of the Rally Cats dance team.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Haylii Baylis - Cavalettes Assistant Director

Shannon Gill - Director of Fine Arts

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School – Texas State Thespians Convention & Festival Improv Competition

RECOMMENDED ACTION

For Recognition only.

RATIONALE

Lake Travis High School's Theatre company is thrilled to announce that its talented team clinched 2nd Place at the Texas State Thespians Convention & Festival Improv Competition in January. This competition saw the Improv team showcasing their artistic skills and quick-thinking abilities. The team navigated through six rigorous rounds of competition, demonstrating a remarkable ability to adapt and innovate under high stakes. The challenges posed to them required not only an in-depth understanding of the art but also an exceptional level of improvisation. Their success not only brings pride to Lake Travis High School but also sets a high standard of excellence for future participants.

The Improv team is comprised of the following theater students:

- **Kate Kingsley**, junior
- **Rachel Looper**, junior
- **Sloane Johnson**, junior
- **Jason Fingerman**, junior
- **Miles Rojas-Castle**, senior
- **Adam Ellett**, senior

Texas Thespians, an affiliate of the Educational Theatre Association, is one of the largest chapters in the nation which promotes excellence in middle and high school theatre departments across the state.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Andrew Hardaway - Lake Travis High School Director of Theater Arts

Shannon Gill - Director of Fine Arts

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School - 2024 UIL Swimming and Diving State Meet

RECOMMENDED ACTION

For Recognition only.

RATIONALE

Three members of the Lake Travis High School Swimming and Diving team represented Lake Travis ISD at the 2024 UIL State Meet held February 23rd at University of Texas Swim Center.

State qualifiers included:

- **Ruby Teeters** - 100 Back
- **Victor Teeters** - 500 Free
- **Ben Liang** - 100 Back, 100 Fly

Holly Bowman is head coach of the Lake Travis High School Swimming and Diving team; she is assisted by Amelia Irsik.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Hank Carter - Director of Athletics

Michael Drinkwater - Assistant Director of Athletics

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School - 2024 UIL Wrestling State Tournament

RECOMMENDED ACTION

For Recognition only.

RATIONALE

The Lake Travis High School Wrestling team earned 10th Place at the UIL 6A Wrestling State Tournament held February 16-17 at the Berry Center of Northwest Houston.

Sophomores Jonah Arellano (120) and Will Deutschlander (150) finished as state finalists and earned silver medals for their performances.

In all, Lake Travis Wrestling sent a school-record eight athletes to compete at the state tournament;

- Kaiden Antonacci
- Jonah Arellano
- Braiden Bartlett
- Brayden Bollman
- Laird Borbón
- Brett Burgess
- Will Deutschlander
- Colin Vasquez

Lake Travis Independent School District officials added wrestling as an official extracurricular program under University Interscholastic League rules in 2013. Adam Sandoval is head coach of the Lake Travis High School Wrestling program. He is assisted by Robert Rayos and Don Heald.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Hank Carter - Director of Athletics

Michael Drinkwater - Assistant Director of Athletics

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School 2024 National Merit Scholarship Program Finalists

RECOMMENDED ACTION

For Recognition only.

RATIONALE

Lake Travis High School is pleased to announce that the following seniors have been recognized as Finalists by the 2024 National Merit Scholarship Program:

- **Karen Bui** – parents, Tan and Minh Pham Bui
- **Daniel Magana Carmargo** – parents, Raul Magana and Veronica Camargo
- **Crichton McEwen** – parents, Drew and Melisa McEwen
- **Evan Olson** – parents, Chris Olson and Michelle Truong
- **Rishika Sikka** – parents, Rajeev and Reema Sikka
- **Lance Thompson** – parents, Kris Thompson and Cindy Kosarek
- **Brandon Woledge** – parents, Steve and Vicki Woledge

These students entered the program by taking the Preliminary SAT/National Merit Scholarship Qualifying Test (NMSQT) as high school juniors in 2022. They were chosen from more than 1.6 million program entrants and represent less than one percent of each state’s high school seniors. According to the National Merit Scholarship Program, these students are the top scorers from each state and show exceptional academic ability and potential for success in rigorous college studies. In all, 69 seniors from the Lake Travis High School Class of 2024 are National Merit Scholarship Program Qualifying Students. National Merit Scholarship Program Finalist is the highest distinction a student can earn. Beginning in March and continuing through mid-June, the National Merit Scholarship Corporation will notify approximately 7,500 Finalists that they have been selected to receive one of three Merit Scholarship® awards: a National Merit® Scholarship, a Corporate-Sponsored Merit Scholarship, or a College-Sponsored Merit Scholarship.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Tara Edmondson -Lake Travis High School Lead Counselor

Debbie Garinger - Lake Travis High School Principal

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Lake Travis High School 2023-2024 Top Ten Academic Scholars

RECOMMENDED ACTION

For recognition only.

RATIONALE

Lake Travis High School is pleased to recognize the following seniors as Top Ten Academic Scholars for the 2023-2024 school year:

- **Ravi Guntuku** (Valedictorian) – parents, Ravikumar Guntuku and Indiabala Palisetti
- **Karen Bui** (Salutatorian) - parents, Tan and Minh Pham Bui
- **Samuel Seder** - parents, Scott and Ellen Seder
- **Catherine Haley** - parents, Kevin and Susan Haley
- **Evan Olson** - parents, Chris Olson and Michelle Truong
- **Rachel Yang** - parents, Arthur Troilo and Faye Wu
- **Joey Zhang** - parents, Chunhui Zhang and Xiaolin Bian
- **Daniel Magana Camargo** - parents, Raul Magana and Veronica Camargo
- **Dhilan Shah** - parents, Rakesh and Trupti Shah
- **Shannon Lin** - parents, Jiang Lin and Xiaofei Fang

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Tara Edmondson - Lake Travis High School Lead Counselor

Debbie Garinger - Lake Travis High School Principal

Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Population and Survey Analysts (PASA) 2024 Demographic Update

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

PASA representatives will be present to provide the Board of Trustees an update to the 2023-2024 Demographic Study.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Paul Norton – Superintendent

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

ATTACHMENTS

None

MEETING DATE

March 20, 2024



Population &
Survey Analysts
www.pasatx.com

Lake Travis ISD

Demographic Discussion

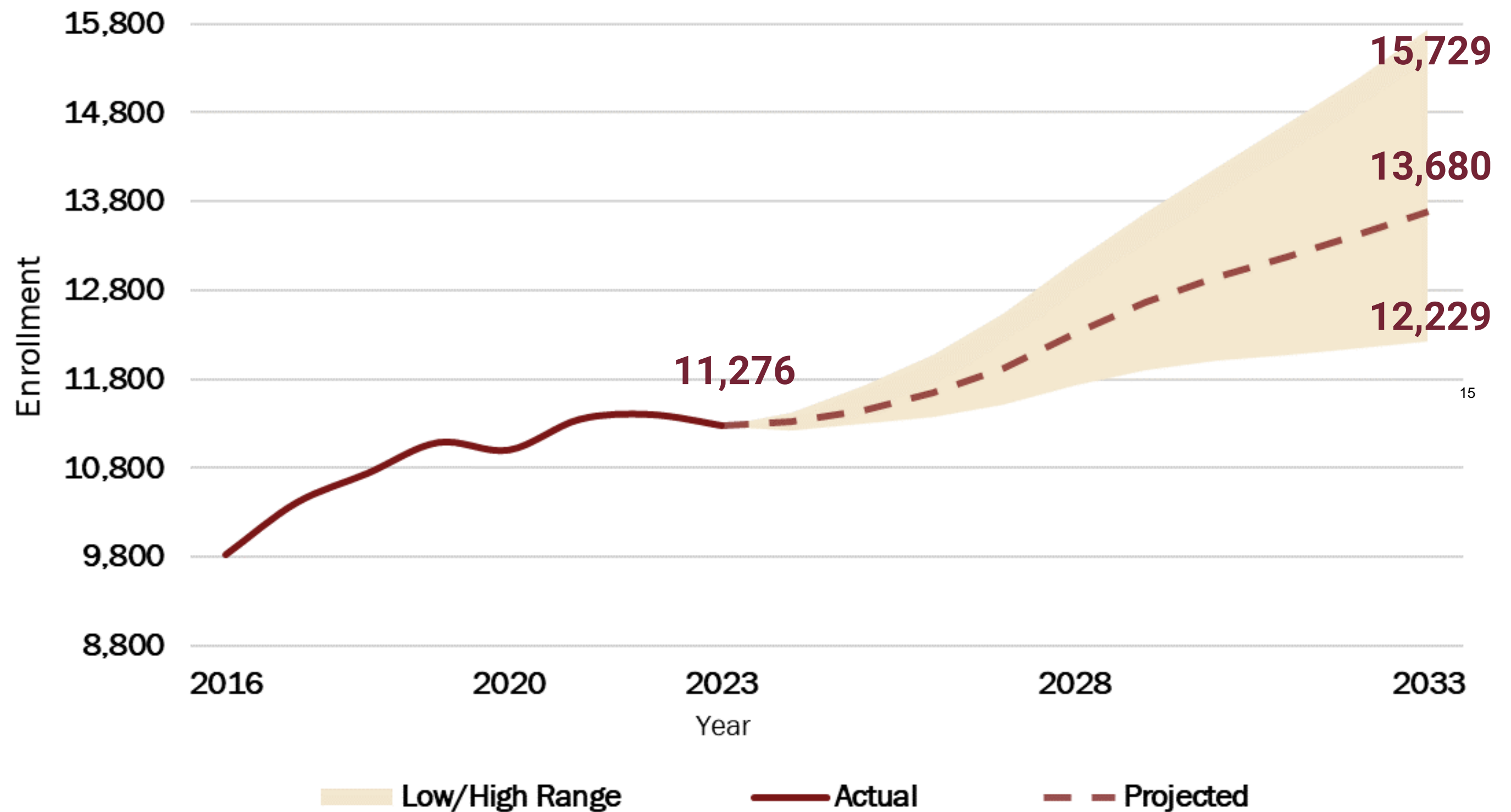
Spring 2024

Three Scenarios of Growth

Every year starts with a clean slate -- not impacted by previous year's accuracy

Moderate Growth Scenario is "most likely" based on all the best information available at the time

Low and High Growth Scenarios are feasible, assuming changing circumstances



Past Enrollment Projections

Lake Travis ISD Projected Enrollment

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Actual Enrollment	11,399	11,276								
2021-22 Study	11,898	12,406	12,796	13,176	13,596	14,028	14,549	15,032	15,441	15,769
2022-23 Study*		11,729	12,095	12,430	12,790	13,187	13,700	14,161	14,568	14,900
2023-24 Study			11,315	11,453	11,651	11,923	12,309	12,663	12,942	13,178

*Denotes Mini-Study

16



Housing Market Cooled

- Interest rates rose from 3.5% to 8% since the last study
- Housing construction slowed
- MLS sales dropped -29% and -30% in the past two years
- Previous projected growth was postponed



Small KG classes

- Past two years, KG smaller than previous year
- Cumulative effect on future enrollment



Land Put into Conservation

- Travis County is acquiring more land for conservation
- >2,000 acres of land previously planned for residential development
- >2,300 homes permanently removed from projections

How Does This Impact Planning for High School #2?

Projected Number of High School Students

		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Build-Out
Projected Enrollment	Actual Enrollment	3,701	3,678									
	2021-22 Study	3,791	3,892	3,895	3,936	4,027	4,198	4,446	4,639	4,851	4,973	5,500
	2022-23 Study*		3,728	3,730	3,745	3,776	3,907	4,122	4,259	4,446	4,528	18
	2023-24 Study			3,597	3,589	3,628	3,711	3,864	3,967	4,060	4,106	5,000

*Denotes Mini-Study

- Some growth was “pushed” from the 10-year projection period further out into the future
 - Housing market fluctuations
 - Small KG classes
- Some growth was taken offline indefinitely
 - Land conservation purchases



Long-Term High School Capacity

LTHS	3,500
<u>HS #2</u>	<u>1,500</u>
Total	5,000



Questions?



Phone Number
979-693-8962



Email Address
info@pasatx.com



Website
www.pasatx.com



Address
303 Anderson
College Station, TX 77840



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Request for Proposals (RFP) for District-wide Wireless infrastructure and Local Area Network (LAN) infrastructure upgrades

RECOMMENDED ACTION

For Presentation/Discussion only. Action will be requested at the April 17, 2024 Board Meeting.

RATIONALE

The 2023 Bond Program provided funding for purchasing technology items, such as classroom educational and instructional equipment and infrastructure and operational equipment. Decisions about educational technology and infrastructure equipment have been discussed, planned, and vetted with the district stakeholders and the District’s Long Range Facilities Planning Committee.

Competitive sealed proposals for a district-wide upgrade of wireless networking and local area network switching equipment were accepted until the deadline for proposal submission on March 13, 2024.

- This procurement, eligible for E-Rate Category II discounts, is influenced by the district’s Rural/Urban status and the percentage of the National School Lunch Program. Lake Travis ISD is eligible for a 40% discount on these Category II purchases.

The Request for Proposal (RFP) aims to upgrade the Wi-Fi to the 6E standard for enhanced performance and future-proof capabilities. The Local Area Network (LAN) infrastructure will also be upgraded to support the new Wi-Fi 6E standard, which requires additional bandwidth and future-proofing of the equipment.

Proposals will be evaluated based on pricing, long-term costs to the district, reputation of vendor and products, overall project experience/qualifications, and the completeness of the response. The contract will be awarded to the company that offers the best value for the district. The decision will be announced at the board meeting scheduled for April 17, 2024.

BUDGET PROVISIONS

2023 Bond Funds

RESOURCE PERSONNEL

Chris Woehl - Executive Director for Technology and Information Systems

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Technology Bond Expenditure Report

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

The 2023 Bond Program provided funding for purchasing technology items, such as classroom educational and instructional equipment and infrastructure and operational equipment. Decisions about educational technology and infrastructure equipment have been discussed, planned, and vetted with the district stakeholders and the District's Long Range Facilities Planning Committee. Per Board Policy CH (Local), the following purchases were made via a cooperative purchasing program of \$100,000 or more, are required to be presented to the Board for notification:

Dell Data Center hardware will be purchased to replace obsolete servers, storage, and data center networking. Turnkey installation, licensing, and startup services will be included via Dell's federal account partner, Sterling Computer Corp. This purchase leveraged the Texas DIR contract and volume purchase pricing, reflecting an additional 58% discount from standard retail pricing for a total purchase of \$3,328,666.58.

BUDGET PROVISIONS

2023 Bond Program

RESOURCE PERSONNEL

Chris Woehl - Executive Director for Technology and Information Services

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Learning Together Checkpoints

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Update on the implementation of the Learning Together Checkpoints.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum and Instructions

Tasha Barker - Assistant Superintendent of Organizational Services

Dr. Lyndsae Benton - Executive Director of Curriculum and Instruction

Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

None

MEETING DATE

March 20, 2024

Learning Together Checkpoints (LTCs)



What is a Learning Together Checkpoint?

LTCs were implemented in response to our curriculum audit.

- Common assessments given on all campuses
- Short (usually 10-14 questions)
- Administered three times per year



How were the LTCs created?

Interactive Response HOT SPOT

This is a map of South America.

Where is the Pacific Ocean located on the map?

Select **TWO** correct answers.



Constructed Response

A biologist has isolated an unknown polymer from a culture of bacteria. The biologist breaks down the polymer into its subunits, which turn out to be amino acids.

- What type of molecule is the polymer?

- What is a likely function of the polymer in the bacteria? Use what you know about the structure and function of biomolecules to explain why your prediction is reasonable.

B.9(A) [R] | Biology 4

Interactive Response HOT SPOT

4.2(D) [S] | M1

Choose each number on the number line that will round to 5,000 when rounded to the nearest thousand.

Select **THREE** answers.



LTC Administration Windows

Dates for LTCs:

Cycle 1: Sept 18 - Sept 26

Cycle 2: Oct 30 - Nov 7

Cycle 3: Feb 12 - Feb 23



How do we use the data?

Curriculum Decisions

High level

Example:
A change to the
scope & sequence

Classroom level

Example:
Assigning students
to small groups

Teacher / Student-level Decisions



How do we use the data?

Teachers, administrators, and coaches are able to look at the data at the level of the standard.

Do we see improvement in how many students are mastering the standard over the course of the year?

Which standards do we need to revisit?



Using the data: Highlights

Since K-4 science, 6-7 science, and K-7 social studies are not STAAR-tested subjects, the LTCs allow teachers the opportunity to analyze student data in a way they haven't had before.



Using the data: Highlights

Similar Standards in 3rd and 4th Grade Science

3.2A Plan and implement descriptive investigations, including asking and answering questions, making inferences, and selecting and using equipment or technology needed, to solve a specific problem in the natural world.

LTC 1 - 69.7%

LTC 3 - 78.9%

4.2A Plan and implement descriptive investigations, including asking well defined questions, making inferences, and selecting and using appropriate equipment or technology to answer his/her questions.

LTC 1 - 40.6%

LTC 2 - 72.8%



Using the data: Highlights

Similar Standards in 1st, 2nd, and 3rd Grade Social Studies

1.12C Identify characteristics of good citizenship, including truthfulness, justice, equality, respect for oneself and others, responsibility in daily life, and participation in government by educating oneself about the issues, respectfully holding public officials to their word, and voting.

LTC 1 - 71.3%

LTC 2 - 51.1%

LTC 3 - 92.5%

2.10C* Identify ways to actively practice good citizenship including involvement in community service.

LTC 1 - 62.7%

LTC 3 - 74.9%

3.9A* Identify characteristics of good citizenship including truthfulness, justice, equality, respect for oneself and others, responsibility in daily life, and participation in government by educating oneself about the issues, respectfully holding public officials to their word, and voting.

LTC 1 - 56.9%

LTC 3 - 66.4%

* Essential Standard



Using the Data: Opportunities Revealed

Teachers and teams are able to identify standards that have taken a dip as well as standards that are not improving as rapidly as we would like.



Using the Data: Opportunities Revealed

7th Grade Math

7.4D* Solve problems involving ratios, rates, and percents, including multi-step problems involving percent increase and percent decrease, and financial literacy problems.

LTC 2 - 79.8%

LTC 3 - 65.9%

9th Grade Biology

Bio 9A* (Readiness) Compare the functions of different types of biomolecules, including carbohydrates, lipids, proteins, and nucleic acids.

LTC1 - 85.0%

LTC2 - 61.4%

LTC3 - 85.7%

* Essential Standard



Using the Data: Vertical Analysis

ELAR teachers are able to evaluate student performance on Essential Standards that were common across multiple grade levels.



Using the Data: Vertical Analysis

Example: Make inferences and use evidence to support understanding

5th grade	5.6F* - 37.2%
6th grade	6.5F* - 73.8%
7th grade	7.5F* - 73.9%
Eng 1	E1.4F* - 65.3%
Eng 2	E2.4F - 58.5%

* Essential Standard



Using the Data: Monitor and Adjust

- LTC windows have been adjusted for 2024-25.
- Teachers re-evaluated the Essential Standards in all subjects.
- Vertical alignment activities in February revealed common areas of focus for 2024-25.
- Teams created assessment items for future LTCs.
- Additional training is scheduled for July for data analysis and PLCs.



Questions?





AGENDA ITEM ACTION SHEET

AGENDA ITEM

Interim Assessment Data

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

TEA offers Interim Assessments that are optional and online aligned to the TEKS that help educators monitor student progress and predict the probability of student performance on STAAR. The blueprints are based STAAR and use the same testing platform. LTISD teachers administered them during the window from February 6 to March 8. The results of this assessment will be shared.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum and Instructions

Tasha Barker - Assistant Superintendent of Organizational Services

Dr. Lyndsaе Benton - Executive Director of Curriculum and Instruction

Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

None

MEETING DATE

March 20, 2024

Spring 2024 Interim Results

March 20, 2024



Different types of assessment serve different purposes

1. Diagnostic



What: A test measuring student knowledge and skills on any variety of student expectations

When: Prior to new instructional cycle or school year

Why: To inform instructional plans and curriculum to meet the needs of individual students

Example: Beginning of Year (BOY) assessments, Universal Screeners

2. Formative



What: Ongoing process of measuring student performance on specific student expectations

When: Often, throughout the year

Why: To inform instructional choices, student supports, and updates to planning within existing curricular structures

Example: Curricular-embedded tests administered, and unit assessments included within high quality instructional materials

3. Interim



What: Measure student performance and understanding against grade-level standards

When: At check-points a few of times a year

Why: To monitor progress, predict summative performance, and identify students for intervention

Example: STAAR Interim Assessments

4. Summative



What: Measure student mastery of a broad span of student expectations

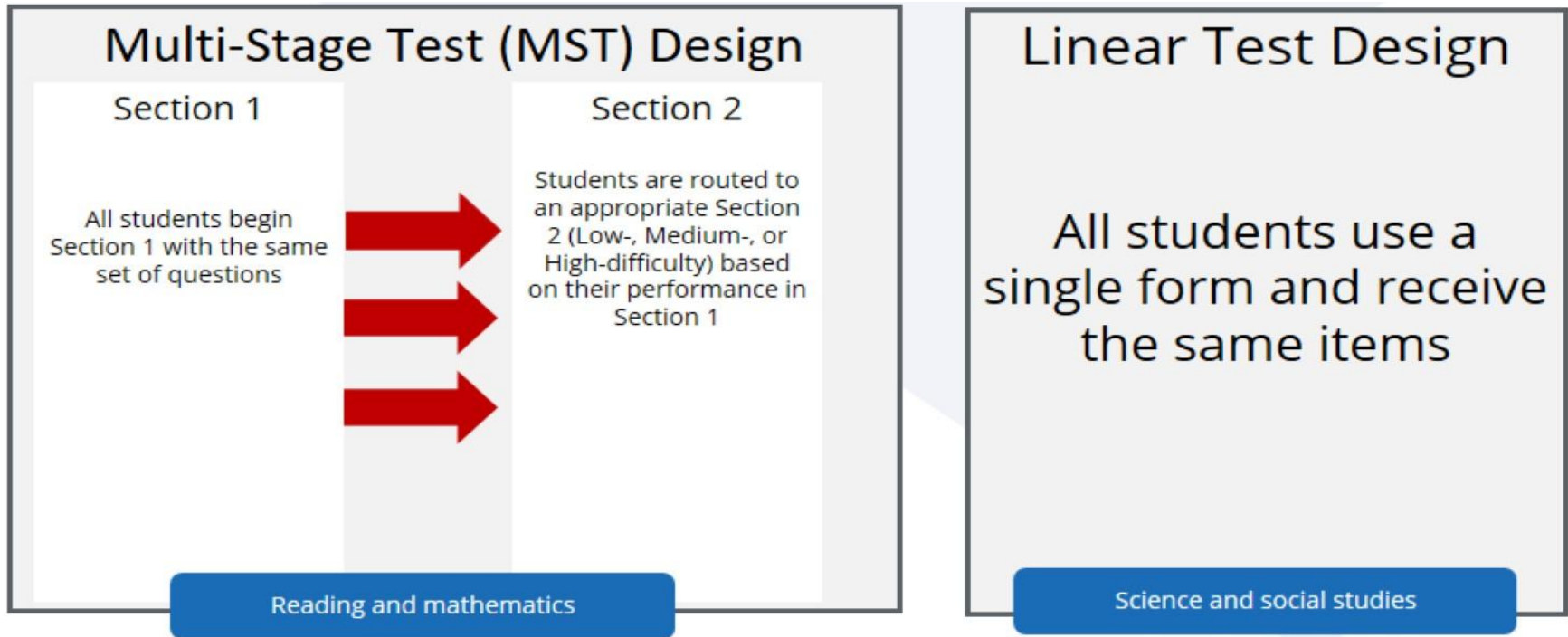
When: At the end of an instructional cycle or school year

Why: Campuses and districts use data to determine effectiveness of their programs, report summative mastery, and inform future planning

Example: STAAR, STAAR Alternate 2, TELPAS, and TELPAS Alternate



Design of Interim Assessments



The benefit of a multi-stage test is a shorter yet more individualized assessment that allows for an equally accurate prediction while using less instructional time.

Use of Interim Assessment Results

“Interim test results are intended to provide additional information about student learning and understanding that can be used in tandem with educator knowledge to create active learning environments. This tool is intended to support educators in tailoring instructional practice to address individual students’ needs during learning, thereby providing opportunities to improve the learning outcomes for students in Texas. The interim test results are not tied to accountability and not intended for comparing the performance of different demographics or program groups. When using the interim results, one should consider the difference in students’ motivation towards interim and summative assessments in general.”

Test Validity

“The prediction accuracy of the interim test scores is 75 and 70 percent on the Approaches and Meets performance levels, respectively. Prediction accuracy is the percentage of the number of correctly predicted students to the total of students administered.”

Validity -2023 Comparison



Current 4th, 5th & 6th graders Math	Approaches	Meets	Masters
Spring 2023 Interim Grades 3-5	83.5%	54.9%	27.9%
Spring 2023 STAAR Grades 3-5	86.2%	64.4%	33.7%

Current 4th, 5th & 6th graders Reading	Approaches	Meets	Masters
Spring 2023 Interim Grades 3-5	88.9%	63.1%	35.4%
Spring 2023 STAAR Grades 3-5	90.1%	69.2%	35.8%

Mathematics Interim Overall Data

Predicted Performance on STAAR 2024



	Did Not Meet	Approaches	Meets	Masters
Gr 3-5	24.7%	75.3%	65.5%	42.1%
Gr 6-8	12.4%	87.6%	78.9%	58.9%
Algebra 1	13%	87.0%	78.4%	66.3%

Reading Language Arts Interim Overall Data

Predicted Performance on STAAR 2024



	Did Not Meet	Approaches	Meets	Masters
Gr 3-5	15.2%	84.8%	76.5%	58.9%
Gr 6-8	13.4%	86.6%	79.0%	66.7%
Eng I & II	16.1%	83.9%	79.3%	46.9%

Other Interim Overall Data

Predicted Performance on STAAR 2024



	Did Not Meet	Approaches	Meets	Masters
8th Science	11.3%	88.7%	75.5%	52.2%
Biology	14.5%	85.5%	76.7%	53.1%
US History	7.9%	92.1%	86.3%	74.6%

Questions





AGENDA ITEM ACTION SHEET

AGENDA ITEM

February 2024 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement, 2018/2023/2024 Capital Projects Reports and Quarterly Investment Report

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

To provide a financial update to the Board and community regarding the financial position of the school district.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez-Assistant Superintendent of Business Services
Brad Goerke-Director of Finance

ATTACHMENTS

1. Statement of Revenues and Expenditures-February 2024
2. Balance Sheet-February 2024
3. Tax Statement-February 2024
4. 2018 Capital Projects Report-February 2024
5. 2023 Capital Projects Report-February 2024
6. 2024 Capital Projects Report-February 2024
7. Quarterly Investment Report-February 2024

MEETING DATE

March 20, 2024

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

2/29/2024

Current Year

Prior Year

<i>Revenues</i>		Current Year				Prior Year	
		Budget	Actual	Balance	Percent of Budget	Cumulative Actual	Percent of Actual
5711	Current Year Tax Revenue	\$ 137,512,332	\$ 140,072,983	\$ (2,560,651)	101.86%	\$ 156,902,047	98.26%
5700	Other Local Revenues	6,558,000	1,432,605	5,125,395	21.85%	2,037,266	31.02%
5800	State Program Revenue	10,951,868	4,947,568	6,004,301	45.18%	4,797,737	41.82%
5900	Federal Revenue	350,000	57,984	292,016	16.57%	1,543	0.56%
Total Revenue		\$ 155,372,200	\$ 146,511,139	\$ 8,861,061	94.30%	\$ 163,738,593	91.99%

Expenditures

11	Instruction	\$ 66,687,242	\$ 38,306,881	\$ 28,380,361	57.44%	\$35,674,009	56.24%
12	Instructional Resources	1,049,259	565,918	483,341	53.94%	564,814.91	56.58%
13	Staff Development	1,709,377	617,624	1,091,753	36.13%	795,881.08	52.29%
21	Instructional Administration	2,175,387	1,208,354	967,033	55.55%	967,718.42	43.39%
23	School Administration	5,642,865	3,039,573	2,603,292	53.87%	2,680,052.48	50.26%
31	Guidance & Counseling	5,252,853	2,864,187	2,388,666	54.53%	2,500,213.87	56.30%
32	Social Work Services	201,686	144,308	57,378	71.55%	74,002.08	48.67%
33	Health Services	1,049,511	562,402	487,109	53.59%	552,584.41	58.88%
34	Transportation	4,163,000	3,069,860	1,093,140	73.74%	2,388,510.37	55.48%
35	Food Service	122,601	61,301	61,301	50.00%	53,019.44	61.27%
36	Co-Curricular Account	2,760,138	1,458,604	1,301,534	52.85%	1,407,999.90	53.06%
41	General Administration	4,239,304	2,196,571	2,042,733	51.81%	2,025,630.96	49.12%
51	Plant & Maint. Operation	12,293,248	7,197,399	5,095,849	58.55%	5,954,797.58	50.35%
52	Security	1,592,018	760,332	831,686	47.76%	503,479.09	47.81%
53	Non-Inst. Data Processing	3,343,348	1,517,334	1,826,014	45.38%	1,368,102.19	48.76%
61	Community Services	548,402	240,975	307,427	43.94%	198,683.49	45.24%
71	Debt Service	300,000	-	300,000	0.00%	0.00	16.38%
81	Facilities/Construction	40,867	-	40,867	0.00%	37,673.00	0.00%
91	State Transfers	46,500,166	-	46,500,166	0.00%	0.00	0.00%
92	Incremental Cost WADA	0	-	0	0.00%	0.00	0.00%
93	SPED TRF-Regular Day	45,000	-	45,000	0.00%	0.00	0.00%
95	JJAEF Transfer Payments	15,000	-	15,000	0.00%	0.00	0.00%
99	Travis County Appraisal	1,006,000	495,262	510,738	49.23%	434,198.21	47.48%
Total Expenditures		\$ 160,737,272	\$ 64,306,884	\$ 96,430,388	40.01%	\$58,181,371	32.64%

Other Resources and (Uses)

7990	Other Resources	1,159,998	1,159,998	-	-	-	-
8990	Other Uses	820,998	-	820,998	-	-	-
8911	Transfers-Out	-	-	-	-	-	-
Total Resources & Uses		\$ 339,000	\$ 1,159,998	\$ 820,998		\$ -	

Fund Balance

1200	Excess (Deficiency) Of Revenues Over Expenditures	\$ (5,026,072)	\$ 83,364,254
3000	Beginning Fund Balance 9/1	\$ 46,036,267	
3000	Ending Fund Balance 8/31	\$ 41,010,195	
3590	Committed Fund Balance	\$ 660,722	
3600	Unassigned Fund Balance	\$ 40,349,473	

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: February 29, 2024

<i>Assets</i>	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Internal Svc., Trust & Agency Funds	Total Funds
Current Assets:						
1101 Cash	\$ 1,836,406	\$ 825,118	\$ 2,981,991	\$ 6,310,204	\$ 6,967,899	\$ 18,921,619
1103 Temporary Investments	138,337,252		8,913,537	311,824,336	200,977	459,276,102
Total Cash and Investments	\$ 140,173,658	\$ 825,118	\$ 11,895,528	\$ 318,134,541	\$ 7,168,876	\$ 478,197,720
Receivables:						
1210 Property Taxes-Current	\$ 5,731,240	\$ -	\$ 2,121,842	\$ -	\$ -	\$ 7,853,081
1220 Property Taxes-Delinquent	2,867,387	-	1,040,405	-	-	3,907,792
1230 Allowance-Uncollected Taxes	(1,072,058)	-	(392,241)	-	-	(1,464,299)
1240 Due From Federal Agencies	440,581	16,372	-	-	-	456,953
1250 Sundry Receivables	13,140	2,571	-	43,539	-	59,250
1260 Due From Funds	1,020,437	96,414	-	38,351	(327,663)	827,538
1280 Due From Other Funds Warehouse Items	1,121	-	-	-	-	1,121
1290 Other Receivables	738,547	-	-	-	-	738,547
1300 Inventories, At Cost	79,603	160,914	-	-	-	240,517
Total Receivables	\$ 9,819,998	\$ 276,271	\$ 2,770,005	\$ 81,889	\$ (327,663)	\$ 12,620,501
1400 Other Current Assets			-	-	468,729.44	468,729.44
Total Assets	\$ 149,993,656	\$ 1,101,389	\$ 14,665,533	\$ 318,216,430	\$ 7,309,942	\$ 491,286,950
Resources						
5010 Estimated Revenue	\$ 156,532,198	\$ 14,166,665	\$ 64,300,000	\$ 322,466,805	\$ 17,326,200	\$ 574,791,868
5030 Less: Realized Revenue	147,671,137	5,571,075	53,333,374	43,375,107	5,946,464	255,897,157
5000 Revenues to be Received	8,861,061	8,595,590	10,966,626	279,091,698	11,379,736	318,894,711
Total Assets & Resources	\$ 158,854,717	\$ 9,696,979	\$ 25,632,159	\$ 597,308,129	\$ 18,689,678	\$ 810,181,662
Liabilities						
Current Liabilities:						
2110 Accounts Payable	\$ 9,894	\$ 2,068	\$ -	\$ -	\$ 1,503,041	\$ 1,515,004
2160 Accrued Wages Payable	11,970,712	698,410	-	48,897	175,388	12,893,407
2170 Due To Other Funds	366,817	(992)	-	(176,182)	682,740	872,383
2180 Due To Other Govt's	951	-	21,833	-	-	22,784
2190 Due To Student Groups	-	-	-	-	-	-
2150 Payroll Deduct & Withhold	-	-	-	-	103,055	103,055
Total Current Payables	\$ 12,348,375	\$ 699,487	\$ 21,833	\$ (127,285)	\$ 2,464,223	\$ 15,406,632
2210 Accrued Expenses	-	-	-	1	721,355	721,356
2300 Deferred Revenue	2,062	426,198	-	-	-	428,260
2400 Payable From Restricted Assets	-	-	-	-	-	-
2600 Deferred Inflows	8,242,699	-	2,761,854	-	-	11,004,553
Total Liabilities	\$ 20,593,135	\$ 1,125,684	\$ 2,783,687	\$ (127,284)	\$ 3,185,578	\$ 27,560,801
Fund Equity						
6010 Appropriations	\$ 161,558,270	\$ 24,930,375	\$ 55,520,000	\$ 62,843,415	\$ 16,978,200	\$ 321,830,260
6050 Less: Expenditures	(64,306,884)	(8,107,839)	(51,086,889)	(21,245,866)	(7,320,995)	(152,068,473)
6030 Encumbrances						-
Available Appropriations	\$ 97,251,386	\$ 16,822,536	\$ 4,433,111	\$ 41,597,549	\$ 9,657,205	\$ 169,761,787
4310 Reserve For Encumbrances	-	-	-	-	-	-
3600 Unassigned Fund Balance	40,349,473	(8,251,242)	18,415,361	555,837,864	5,846,895	612,198,352
3590 Committed Fund Balance - Accr. Leave	660,722					660,722
Total Liability & Fund Equity	\$ 158,854,717	\$ 9,696,979	\$ 25,632,159	\$ 597,308,129	\$ 18,689,678	\$ 810,181,662

SUMMARY OF TAX COLLECTIONS
AS OF FEBRUARY 2024

2023-24 Original Tax Levy	\$ 200,848,357.39
Delinquent Taxes as of 8/31/2023	<u>4,880,996.17</u>
Total Receivables for 2023-24	\$ 205,729,353.56
Current Year Adjustments	(1,063,937.37)
Prior Year Adjustments	<u>(3,054,744.90)</u>
Adjusted Receivables.....	\$ 201,610,671.29
Total Net Collections To Date	<u>(190,372,036.30)</u>
Outstanding Receivables as of 2/29/2024	<u>\$ 11,238,634.99</u>

<u>SUMMARY OF BUDGETED COLLECTIONS</u>	<u>BUDGETED</u>	<u>NET COLLECTED</u>	<u>BUDGETED DIFFERENCE</u>	<u>% OF BUDGET COLLECTED</u>
Maintenance - Current Tax	\$ 137,512,332.00	\$ 140,072,982.55	\$ (2,560,650.55)	101.86%
Maintenance - Prior Year Tax	200,000.00	(1,527,623.70)	1,727,623.70	0.00%
Maintenance - Penalties & Interest	<u>750,000.00</u>	<u>381,604.52</u>	<u>368,395.48</u>	<u>50.88%</u>
Sub-total	<u>\$ 138,462,332.00</u>	<u>\$ 138,926,963.37</u>	<u>\$ (464,631.37)</u>	<u>100.34%</u>
Debt Service - Current Tax	\$ 63,000,000.00	\$ 51,858,356.08	\$ 11,141,643.92	82.31%
Debt Service - Prior Year Tax	100,000.00	(553,917.16)	653,917.16	0.00%
Debt Service - Penalties & Interest	<u>300,000.00</u>	<u>140,634.01</u>	<u>159,365.99</u>	<u>46.88%</u>
Sub-total	<u>\$ 63,400,000.00</u>	<u>\$ 51,445,072.93</u>	<u>\$ 11,954,927.07</u>	<u>81.14%</u>
Total Collections	<u>\$ 201,862,332.00</u>	<u>\$ 190,372,036.30</u>	<u>\$ 11,490,295.70</u>	<u>94.31%</u>

<u>Tax Collection Comparison with 2023-24: Adjusted Tax Roll</u>	<u>2023-24</u>	<u>2022-23</u>	<u>2021-22</u>
Percent of Current Year Taxes Collected	96.07%	96.22%	96.26%
Percent of Total Taxes Collected	95.03%	95.96%	96.32%
Percent of Total Taxes and P & I Collected	95.29%	96.15%	96.53%

<u>Tax Collection Comparison with 2023-24: Original Tax Roll</u>			
Percent of Current Year Taxes Collected	95.56%	94.87%	95.69%
Percent of Total Taxes Collected	94.52%	94.61%	95.75%
Percent of Total Taxes and P & I Collected	94.78%	94.80%	95.96%

**Lake Travis ISD
2018 Bond Program Summary
February 29, 2024**

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds	253,000,000.00	236,305,111.00	236,305,111.42	(0.42)
2 Interest Revenue	0.00	5,377,663.00	5,338,527.56	39,135.44
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Bond Premiums	0.00	18,631,178.00	18,631,178.35	(0.35)
Total Resources	253,000,000.00	260,313,952.00	260,274,817.33	39,134.67

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #7	31,511,000.00	34,596,166.00	34,596,165.46	0.54
20 Elementary School #8	3,979,000.00	7,581,660.00	7,581,657.58	2.42
30 Secondary School #2	13,802,000.00	7,212,221.00	7,212,219.01	1.99
40 Middle School #3	75,980,710.00	77,314,012.00	77,314,011.66	0.34
50 FCA Projects	36,610,132.00	56,282,771.00	56,282,755.99	15.01
60/70 Small Renovation Improvements	16,927,133.00	11,828,950.00	11,828,947.58	2.42
Construction/Renovation	178,809,975.00	194,815,780.00	194,815,757.28	22.72
81 Instructional Materials & Equipment	5,707,000.00	4,169,372.00	4,169,371.01	0.99
82 Technology	29,901,700.00	25,597,970.00	25,597,969.83	0.17
83 Copy Machines	750,000.00	1,096,809.00	1,096,808.97	0.03
84 Maintenance	600,000.00	793,832.00	793,830.93	1.07
85 Food & Nutrition Services	3,950,789.00	1,948,975.00	1,948,973.36	1.64
86 Transportation	13,300,000.00	8,935,042.23	8,536,969.91	398,072.32
87 District Furniture & Equipment	6,000,000.00	6,938,972.00	6,864,859.45	74,112.55
88 Police	0.00	590,596.00	590,595.95	0.05
90 Land	1,270,000.00	576,465.00	576,464.50	0.50
91 Bond Closing	2,000,000.00	1,918,024.00	1,918,023.77	0.23
94 Contingency	7,510,536.00	8,533,733.77	4,985,502.00	3,548,231.77
95 Program Administration	3,200,000.00	3,963,381.00	3,711,827.51	251,553.49
97 LTMS Wastewater Expansion	0.00	435,000.00	136,913.55	298,086.45
Other Programs	74,190,025.00	65,498,172.00	60,928,110.74	4,570,061.26
Total 2018 Bond Program	253,000,000.00	260,313,952.00	255,743,868.02	4,570,083.98

**Lake Travis ISD
2023 Bond Program
February 29, 2024**

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds -Prop A	548,410,330.00	548,410,330.00	246,715,051.13	301,695,278.87
1 Bond Proceeds -Prop B	60,790,110.00	60,790,110.00	40,639,386.23	20,150,723.77
2 Interest Revenue - Prop A	0.00	15,234,365.00	12,974,423.20	2,259,941.80
2 Interest Revenue - Prop B	0.00	2,480,013.00	2,112,115.41	367,897.59
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Bond Premiums	0.00	14,705,427.00	14,705,427.00	0.00
Total Resources	609,200,440.00	641,620,245.00	317,146,402.97	324,473,842.03

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Elementary School #8	50,917,526.00	50,917,526.00	81,591.74	50,835,934.26
20 Elementary School #9	55,517,521.00	55,517,521.00	1,509,126.23	54,008,394.77
30 Secondary School #2	179,990,620.00	179,990,621.00	935,151.17	179,055,469.83
40 Campus/District Facilities Projects	177,393,335.00	173,718,436.00	3,195,420.18	170,523,015.82
50 FCA Projects	36,312,528.00	36,260,427.00	1,983,136.64	34,277,290.36
60 Technology Improvements	60,790,110.00	60,790,110.00	12,994,642.36	47,795,467.64
Construction/Renovation	560,921,640.00	557,194,641.00	20,699,068.32	536,495,572.68
81 Curriculum and Instructional Material:	1,800,000.00	5,452,003.00	315,447.27	5,136,555.73
82 Copy Machines	585,300.00	585,300.00	0.00	585,300.00
83 Maintenance	273,500.00	273,500.00	63,794.00	209,706.00
84 Transortation	9,620,000.00	9,620,000.00	214,462.64	9,405,537.36
85 District Furniture & Equipment	1,500,000.00	1,575,000.00	72,619.41	1,502,380.59
90 Land	15,000,000.00	15,100,001.00	15,090,028.88	9,972.12
91 Bond Closing	4,000,000.00	4,000,000.00	2,059,864.36	1,940,135.64
94 Contingency	12,000,000.00	44,174,800.00	0.00	44,174,800.00
95 Program Management	3,500,000.00	3,500,000.00	0.00	3,500,000.00
98 Miscellaneous	0.00	145,000.00	130,261.72	14,738.28
Other Programs	48,278,800.00	84,425,604.00	17,946,478.28	66,479,125.72
Total 2023 Bond Program	609,200,440.00	641,620,245.00	38,645,546.60	602,974,698.40

**Lake Travis ISD
2024 Bond Program - Athletics
February 29, 2024**

Resources	Original Budget	Amended Budget	Total Resources	Balance
1 Bond Proceeds -Athletics	143,093,994.00	143,093,994.00	33,440,000.00	109,653,994.00
2 Interest Revenue	0.00	3,000,000.00	50,975.13	2,949,024.87
3 Interest Subject to Arbitrage Rebate	0.00	0.00	0.00	0.00
4 Bond Premiums	0.00	1,855,303.00	1,855,303.30	(0.30)
Total Resources	143,093,994.00	147,949,297.00	35,346,278.43	112,603,018.57

Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10 Lake Travis High School	35,638,190.00	35,638,190.00	0.00	35,638,190.00
20 High School No. 2	102,748,000.00	102,748,000.00	0.00	102,748,000.00
30 Lake Travis Middle School	1,200,000.00	1,200,000.00	0.00	1,200,000.00
40 Hudson Bend Middle School	2,307,804.00	2,307,804.00	0.00	2,307,804.00
50 Bee Cave Middle School	1,200,000.00	1,200,000.00	0.00	1,200,000.00
91 Bond Closing	0.00	500,000.00	295,303.30	204,696.70
94 Contingency	0.00	4,355,303.00	0.00	4,355,303.00
Construction/Renovation	143,093,994.00	147,949,297.00	295,303.30	147,653,993.70
Total 2024 Bond Program	143,093,994.00	147,949,297.00	295,303.30	147,653,993.70

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
 QUARTERLY INVESTMENT SCHEDULE
 For the Quarter Ending 02/29/2024

INVESTMENTS BY POOLED FUND GROUP

	Beginning Book Value For Period	Increase (Decrease) For Period	Ending Book Value For Period	Beginning Market Value For Period	Increase (Decrease) For Period	Ending Market Value For Period	Accrued Interest - Period	Accrued Interest - FYTD
Local Maintenance	26,176,270	102,780,953	128,957,222	26,176,270	102,780,953	128,957,222	698,059	1,200,340
Debt Service	9,465,127	(3,947,656)	5,517,471	9,465,127	(3,947,656)	5,517,471	494,039	602,110
Capital Projects 2023	276,901,607	(1,443,014)	275,458,593	276,901,607	(1,443,014)	275,458,593	3,645,276	7,369,287
Capital Projects 2024	0	35,050,975	35,050,975	1,187,526	33,863,449	35,050,975	50,975	50,975
Capital Projects 2018	1,297,344	17,424	1,314,769	1,297,344	17,424	1,314,769	17,424	36,183
Tax Clearing	0	12,776,095	12,776,095	0	12,776,095	12,776,095	427,444	429,362
Workers Comp Fund	199,006	1,971	200,977	199,006	1,971	200,977	1,971	3,921
TOTAL INVESTMENTS	314,039,354	145,236,748	459,276,102	315,226,880	144,049,222	459,276,102	5,335,188	9,692,177

MONEY MARKET ACCOUNTS

	Yield (%)	Beginning Book Value For Period	Increase (Decrease) For Period	Ending Book Value For Period	Beginning Market Value For Period	Increase (Decrease) For Period	Ending Market Value For Period	Accrued Interest - Period	Accrued Interest - FYTD
TexPool									
Local Maintenance	5.31%	5,271,974	94,485,178	99,757,152	5,271,974	94,485,178	99,757,152	402,284	624,583
Debt Service	5.31%	9,048,003	(3,950,882)	5,097,122	9,048,003	(3,950,882)	5,097,122	490,813	595,676
Capital Projects 2023	5.31%	131,697,763	(4,384,961)	127,312,802	131,697,763	(4,384,961)	127,312,802	1,703,329	3,838,740
Capital Projects 2024	5.31%	0	35,050,975	35,050,975	1,187,526	33,863,449	35,050,975	50,975	50,975
Capital Projects 2018	5.31%	1,187,526	15,902	1,203,428	1,187,526	15,902	1,203,428	15,902	33,150
Tax Clearing	5.31%	0	12,776,095	12,776,095	0	12,776,095	12,776,095	427,444	429,362
Workers Comp Fund	5.31%	120,004	1,607	121,611	120,004	1,607	121,611	1,607	3,194
Total TexPool		147,325,271	133,993,913	281,319,184	148,512,797	132,806,387	281,319,184	3,092,353	5,575,679
TEXAS CLASS									
Local Maintenance	5.48%	16,332,786	226,471	16,559,257	16,332,786	226,471	16,559,257	226,471	451,044
Capital Projects 2023	5.48%	104,165,805	1,444,368	105,610,174	104,165,805	1,444,368	105,610,174	1,444,368	2,876,629
Capital Projects 2018	5.48%	109,818	1,523	111,341	109,818	1,523	111,341	1,523	3,033
Total MBIA		120,608,410	1,672,362	122,280,772	120,608,410	1,672,362	122,280,772	1,672,362	3,330,706
Prosperity									
Local Maintenance	4.69%	4,571,509	8,069,304	12,640,813	4,571,509	8,069,304	12,640,813	69,304	124,713
Debt Service	3.14%	417,123	3,226	420,349	417,123	3,226	420,349	3,226	6,434
Capital Projects 2023	4.69%	41,038,039	1,497,579	42,535,617	41,038,039	1,497,579	42,535,617	497,579	653,918
Workers Comp Fund	1.87%	79,002	364	79,367	79,002	364	79,367	364	728
Total Prosperity		46,105,673	9,570,473	55,676,146	46,105,673	9,570,473	55,676,146	570,473	785,792
Total Money Markets		314,039,354	145,236,748	459,276,102	315,226,880	144,049,222	459,276,102	5,335,188	9,692,177
TOTAL INVESTMENTS		314,039,354	145,236,748	459,276,102	315,226,880	144,049,222	459,276,102	5,335,188	9,692,177

The district's investment strategy for the above funds is as follows:

Operational Funds - Shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Fund - Shall have sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents.

Capital Projects Funds - Shall have sufficient investment liquidity to timely meet capital project obligations.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Region 13 Board of Directors, Election of Place 4

RECOMMENDED ACTION

For Presentation/Discussion only.

RATIONALE

Review ballots for the ESC Region 13 election, Place 4.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Paul Norton - Superintendent

ATTACHMENTS

Region 13 Memo

MEETING DATE

March 20, 2024



MEMORANDUM

TO: Region 13 Superintendents
FROM: Rich Elsasser, Executive Director
DATE: February 26, 2024
SUBJECT: Election of Place 4, Region 13 Board of Directors

There is one contested position on the board of directors at Region 13 Education Service Center. The election process is directed by Texas Administrative Code, §53.1001. Board of Directors. In summary, it reads as follows:

“Members of the board of directors are elected by the local school boards in each region. . .

Any eligible person wishing to seek election to the ESC board shall file at the headquarters office of the center in person or by certified mail between February 1 and February 20.

A ballot shall be developed and submitted to local school boards in the region by March 1. Each local school board member shall have one vote for each vacancy on the board.

Completed ballots shall be returned . . . by April 5th.”

The following three positions that are up for election this year:

Place 1

Laura Joseph – Incumbent, running unopposed. No election is necessary for Place 1.

Place 4

Pari Whitten – (Incumbent)
J. Frank Smith, PhD

Place 7

Erwin A. Sladek – Incumbent, running unopposed. No election is necessary for Place 7.

Resumes of the two candidates are enclosed.

Please conduct the election at your March Board meeting and return the ballots in the enclosed envelope to Region 13 on or before April 5th.

Enclosures



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Resolution No. 032024-01 of the Board Regarding Wage Payments During Emergency School Closure

RECOMMENDED ACTION

Approve Resolution No. 032024-01 authorizing wage payments for all employees during the emergency school closure on April 8, 2024.

RATIONALE

The District will close on Monday, April 8, 2024 due to the total solar eclipse event occurring in North America, affecting the Lake Travis ISD area from approximately 12:00pm until 1:40pm. During the closure, most District employees are instructed not to report to work in order to ensure their safety during anticipated significant traffic congestion and prolonged internet/cell phone service disruptions impacting communications with emergency responders and/or a student's family. As a result, employees risk loss of pay during this time unless the Board determines a need exists to pay employees for the day the District will be closed. The Board is authorized in accordance with the Texas Education Code to expend funds of the District for purposes necessary in the conduct of the public school and that serve a public purpose. The administration believes that paying all employees their regular wage for this day and paying additional premium pay to those non-salaried employees who were called to work during the closure serves the public purposes of maintaining morale, providing equity between employees, and recognizing the services of essential staff.

BUDGET PROVISIONS

General Fund/Food Service Budgets

RESOURCE PERSONNEL

Paul Norton – Superintendent

Pam Sanchez – Assistant Superintendent of Business Services

Allyson Collins – Legal Counsel

ATTACHMENTS

Resolution No. 032024-01

MEETING DATE

March 20, 2024

Resolution No. 032024-01

THE LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

WHEREAS, on Monday, April 8, 2024, a total solar eclipse will occur in North America, affecting the Lake Travis ISD area from approximately 12:00pm until 1:40pm;

WHEREAS, local emergency management and law enforcement agencies have estimated that 500,000 people will visit the Hill Country area to experience the solar eclipse, and school districts in the “path of totality” have been advised regarding several safety-related concerns, including the potential for significant traffic congestion that could cause afternoon bus routes to last several hours and the anticipation of prolonged internet/cell phone service disruptions in the hill country, which could impact communications with emergency responders and/or a student’s family;

WHEREAS, Board Policy EB(LOCAL) provides, “The Superintendent shall be authorized to approve variations from the Board-adopted school calendar, as necessary.” and “The Board delegates to the Superintendent the authority to close schools for reasons of public health and safety.”;

WHEREAS, based on safety concerns, Lake Travis ISD will be closed on April 8, 2024;

WHEREAS, Lake Travis ISD has sufficient instructional time built into the current academic calendar, so the April 8, 2024 closure will not require an additional make-up day for students;

WHEREAS, the Lake Travis ISD Board of Trustees (the “Board”) is authorized by Texas Education Code section 45.105 to expend funds of Lake Travis Independent School District for purposes necessary in the conduct of the public schools as determined by the Board;

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

WHEREAS, the Board finds that a need exists to address wage payments for employees who are idled and those required to work during emergency closings;

WHEREAS, the Board determines that employees who are instructed not to report to work may suffer a loss of pay if the District is closed;

WHEREAS, the Board concludes that continuing wage payments to all regular employees—contractual and noncontractual, salaried and non-salaried—who suffer a loss in pay due to an emergency closing serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen; and

WHEREAS, as to nonexempt employees who are called on to work during an emergency closing, the Board further concludes that payment of these employees at a premium rate, as provided at DEA(LOCAL), serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff.

NOW, THEREFORE, BE IT RESOLVED

1. All of the above paragraphs are incorporated into and made a part of this resolution.
2. The Board authorizes wage payments to all employees, at their regular hourly or daily rate of pay, according to the duty schedule they otherwise would have worked on April 8, 2024, when the District was closed for safety reasons caused by the total solar eclipse.
3. The Board further authorizes premium payments, in addition to those in Paragraph 2 above, to nonexempt employees who were required to work during the emergency closure equal to their regular hourly or daily rate of pay for actual hours worked on April 8, 2024.

**PASSED AND APPROVED BY A MAJORITY OF THE BOARD OF TRUSTEES
ON THIS 20th DAY OF MARCH, 2024.**

APPROVED:

ATTEST:

John Aouelle
President, Board of Trustees

Erin Archer
Secretary, Board of Trustees



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Proclamation – 2024 Instructional Materials Selection

RECOMMENDED ACTION

To approve the Proclamation for the 2024 Instructional Materials as presented.

RATIONALE

The SBOE solicits bids for new instructional materials by issuing a proclamation. The proclamation identifies the subject areas scheduled for review and contains the content requirements (Texas Essential Knowledge and Skills, or TEKS). Proclamations are named for the year in which the materials are intended to be made available in the classroom. The adopted materials will be available for use beginning in the 2024-2025 school year.

Proclamation 2024 calls for instructional materials for the following subject areas:

- Science, Grades K-8 & Science (Spanish), Grades K-6
- Grades 9-12 Science Courses:
 - Aquatic Science
 - Astronomy
 - Biology
 - Chemistry
 - Earth Systems Science
 - Environmental Science
 - Integrated Physics and Chemistry
 - Physics
- Personal Finance Literacy and Economics, Grade 12
- Technology Applications, Grades K-8
- Career and Technical Education (CTE), Grades 11-12
 - Anatomy and Physiology

Local authorities for each school district set their own policy for selecting the most appropriate instructional materials for their students. Upon making their decisions, school districts place their orders with the TEA. Adopted instructional materials are purchased with funds from the Instructional Materials Allotment.

The LTISD Instructional Materials Adoption Committees met and reached a consensus on recommendations for instructional materials. The recommendations are listed in the attachment “LTISD Science, CTE, Finance/Economics and Technology Applications Proclamation 2024 Instructional Materials Selection”.

BUDGET PROVISIONS

Instructional Materials Allotment



RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent of Curriculum & Instruction

Amanda Prehn- Director of Curriculum & Instruction

ATTACHMENTS

LTISD Science, CTE, Finance/Economics and Technology Applications Proclamation 2024 Instructional Materials Selection

MEETING DATE

March 20, 2024

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Subject: Science

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Accelerate Learning Inc.	Science, Grade K	STEMscopes Science TX - Kindergarten	9798888266779	100	100
Accelerate Learning Inc.	Science, Grade 1	STEMscopes Science TX - Grade 1	9798888266793	100	100
Accelerate Learning Inc.	Science, Grade 2	STEMscopes Science TX - Grade 2	9798888266816	100	100
Accelerate Learning Inc.	Science, Grade 3	STEMscopes Science TX - Grade 3	9798888266830	100	100
Accelerate Learning Inc.	Science, Grade 4	STEMscopes Science TX - Grade 4	9798888266854	100	100
Accelerate Learning Inc.	Science, Grade 5	STEMscopes Science TX - Grade 5	9798888266878	100	100
Accelerate Learning Inc.	Science, Grade 6	STEMscopes Science TX - Grade 6	9798888266892	100	100
Accelerate Learning Inc.	Science, Grade 7	STEMscopes Science TX - Grade 7	9798888266915	100	100
Accelerate Learning Inc.	Science, Grade 8	STEMscopes Science TX - Grade 8	9798888266939	100	100
Accelerate Learning Inc.	Biology	STEMscopes Science TX - Biology	9798888267097	100	100
Accelerate Learning Inc.	Chemistry	STEMscopes Science TX - Chemistry	979888266717	100	100
Accelerate Learning Inc.	Integrated Physics and Chemistry	STEMscopes Science TX - IPC	9798888266755	100	100

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Accelerate Learning Inc.	Physics	STEMscopes Science TX - Physics	9798888266731	100	100
Argument-Driven Inquiry, LLC	Science, Grade 3	Texas ADI Learning Hub for Science, 3rd Grade	9798987754801	100	100
Argument-Driven Inquiry, LLC	Science, Grade 4	Texas ADI Learning Hub for Science, 4th Grade	9798987754818	100	100
Argument-Driven Inquiry, LLC	Science, Grade 5	Texas ADI Learning Hub for Science, 5th Grade	9798987754825	100	100
BIOZONE Corporation	Biology	Biology for Texas	978199101405	100	100
Cengage Learning Inc.	Aquatic Science	Oceanography: An Invitation to Marine Science HS Edition	9798214066844	100	100
Cengage Learning Inc.	Biology	National Geographic Biology, Texas Edition	9780357541838	100	100
Cengage Learning Inc.	Earth Systems Science	Earth Systems, Texas Edition	9798214068589	100	100
Cengage Learning Inc.	Environmental Systems	Environmental Science: Sustaining Your World, Texas Edition	9798214069432	100	100
eDynamic Holdings LP	Astronomy	Astronomy 1a/1b	9781959433507	100	100
Great Minds PBC	Science, Grade K	PhD Science Texas Level K	9798888114353	100	100
Great Minds PBC	Science, Grade 1	PhD Science Texas Level 1	9798888114360	100	100
Great Minds PBC	Science, Grade 2	PhD Science Texas Level 2	9798888114377	100	100 ⁶⁵

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Great Minds PBC	Science, Grade 3	PhD Science Texas Level 3	9798888114384	100	100
Great Minds PBC	Science, Grade 4	PhD Science Texas Level 4	9798888114391	100	100
Great Minds PBC	Science, Grade 5	PhD Science Texas Level 5	9798888114407	100	100
Houghton Mifflin Harcourt Depository	Science, Grade K	HMH Into Science Texas Grade K	9780358858089	100	100
Houghton Mifflin Harcourt Depository	Science, Grade 1	HMH Into Science Texas Grade 1	9780358858096	100	100
Houghton Mifflin Harcourt Depository	Science, Grade 2	HMH Into Science Texas Grade 2	9780358858102	100	100
Houghton Mifflin Harcourt Depository	Science, Grade 3	HMH Into Science Texas Grade 3	9780358858119	100	100
Houghton Mifflin Harcourt Depository	Science, Grade 4	HMH Into Science Texas Grade 4	9780358858126	100	100
Houghton Mifflin Harcourt Depository	Science, Grade 5	HMH Into Science Texas Grade 5	9780358858133	100	100
Houghton Mifflin Harcourt Depository	Science, Grade 6	HMH Into Science Texas Grade 6	9780358858140	100	100
Houghton Mifflin Harcourt Depository	Science, Grade 7	HMH Into Science Texas Grade 7	9780358858157	100	100
Houghton Mifflin Harcourt Depository	Science, Grade 8	HMH Into Science Texas Grade 8	9780358858164	100	100
Houghton Mifflin Harcourt Depository	Science (Spanish), Grade K	HMH ¡Arriba las Ciencias! Texas Grade K	9780358881421	100	n/a
Houghton Mifflin Harcourt Depository	Science (Spanish), Grade 1	HMH ¡Arriba las Ciencias! Texas Grade 1	9780358881438	100	n/a ⁶⁶

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Houghton Mifflin Harcourt Depository	Science (Spanish), Grade 2	HMH ¡Arriba las Ciencias! Texas Grade 2	9780358881445	100	n/a
Houghton Mifflin Harcourt Depository	Science (Spanish), Grade 3	HMH ¡Arriba las Ciencias! Texas Grade 3	9780358881452	100	n/a
Houghton Mifflin Harcourt Depository	Science (Spanish), Grade 4	HMH ¡Arriba las Ciencias! Texas Grade 4	9780358881469	100	n/a
Houghton Mifflin Harcourt Depository	Science (Spanish), Grade 5	HMH ¡Arriba las Ciencias! Texas Grade 5	9780358881476	100	n/a
Houghton Mifflin Harcourt Depository	Science (Spanish), Grade 6	HMH ¡Arriba las Ciencias! Texas Grade 6	9780358881483	100	n/a
McGraw-Hill School Division	Science, Grade K	McGraw Hill Texas Science Grade Kindergarten	9781265051679	100	100
McGraw-Hill School Division	Science, Grade 1	McGraw Hill Texas Science Grade 1	9781265056339	100	100
McGraw-Hill School Division	Science, Grade 2	McGraw Hill Texas Science Grade 2	9781265057879	100	100
McGraw-Hill School Division	Science, Grade 3	McGraw Hill Texas Science Grade 3	9781265061678	100	100
McGraw-Hill School Division	Science, Grade 4	McGraw Hill Texas Science Grade 4	9781265085872	100	100
McGraw-Hill School Division	Science, Grade 5	McGraw Hill Texas Science Grade 5	9781265086466	100	100
McGraw-Hill School Division	Science, Grade 6	McGraw Hill Texas Science Grade 6	9781265070601	100	100
McGraw-Hill School Division	Science, Grade 7	McGraw Hill Texas Science Grade 7	9781265071790	100	100
McGraw-Hill School Division	Science, Grade 8	McGraw Hill Texas Science Grade 8	9781265073428	100	100 ⁶⁷

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
McGraw-Hill School Division	Science (Spanish), Grade K	McGraw Hill Ciencias para Texas Kindergarten	9781265119614	100	n/a
McGraw-Hill School Division	Science (Spanish), Grade 1	McGraw Hill Ciencias para Texas Grado 1	9781265120375	100	n/a
McGraw-Hill School Division	Science (Spanish), Grade 2	McGraw Hill Ciencias para Texas Grado 2	9781265121051	100	n/a
McGraw-Hill School Division	Science (Spanish), Grade 3	McGraw Hill Ciencias para Texas Grado 3	9781265123017	100	n/a
McGraw-Hill School Division	Science (Spanish), Grade 4	McGraw Hill Ciencias para Texas Grado 4	9781265173234	100	n/a
McGraw-Hill School Division	Science (Spanish), Grade 5	McGraw Hill Ciencias para Texas Grado 5	9781264864362	100	n/a
McGraw-Hill School Division	Science (Spanish), Grade 6	McGraw Hill Ciencias para Texas Grado 6	9781265179168	100	n/a
McGraw-Hill School Division	Biology	McGraw Hill Texas Biology	9781265039899	100	100
McGraw-Hill School Division	Chemistry	McGraw Hill Texas Chemistry	9781265041632	100	100
McGraw-Hill School Division	Integrated Physics and Chemistry	McGraw Hill Texas Integrated Physics and Chemistry	9781265097974	100	100
McGraw-Hill School Division	Physics	McGraw Hill Texas Physics	9781265047153	100	100
Myriad Sensors, Inc.	Biology	Conceptual Academy Biology (Texas Edition)	9781961087002	100	100
Myriad Sensors, Inc.	Chemistry	Conceptual Academy Chemistry (Texas Edition)	9781961087019	100	100

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Myriad Sensors, Inc.	Integrated Physics and Chemistry	Conceptual Academy Integrated Physics and Chemistry (Texas Edition)	9781961087033	100	100
Myriad Sensors, Inc.	Physics	Conceptual Academy Physics (Texas Edition)	9781961087026	100	100
PASCO SCIENTIFIC	Chemistry	Essential Chemistry	9781937492267	100	100
PASCO SCIENTIFIC	Physics	Essential Physics 3rd Edition	9781937492199	91.49	100
SASC, LLC dba Activate Learning	Integrated Physics and Chemistry	Texas Integrated Physics and Chemistry	9781682316917	100	100
Savvas Learning Company LLC formerly Pearson K12 Learning	Science, Grade K	Texas Experience Science, Grade K	9781428555891	100	100
Savvas Learning Company LLC formerly Pearson K12 Learning	Science, Grade 1	Texas Experience Science, Grade 1	9781428555907	100	100
Savvas Learning Company LLC formerly Pearson K12 Learning	Science, Grade 2	Texas Experience Science, Grade 2	9781428555914	100	100
Savvas Learning Company LLC formerly Pearson K12 Learning	Science, Grade 3	Texas Experience Science, Grade 3	9781428555921	100	100
Savvas Learning Company LLC formerly Pearson K12 Learning	Science, Grade 4	Texas Experience Science, Grade 4	9781428555938	100	100
Savvas Learning Company LLC formerly Pearson K12 Learning	Science, Grade 5	Texas Experience Science, Grade 5	9781428555945	100	100 ⁶⁹

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Savas Learning Company LLC formerly Pearson K12 Learning	Science, Grade 6	Texas Experience Science, Grade 6	9781428555860	100	100
Savas Learning Company LLC formerly Pearson K12 Learning	Science, Grade 7	Texas Experience Science, Grade 7	9781428555877	100	100
Savas Learning Company LLC formerly Pearson K12 Learning	Science, Grade 8	Texas Experience Science, Grade 8	9781428555884	100	100
Savas Learning Company LLC formerly Pearson K12 Learning	Science (Spanish), Grade K	Texas Experimenta las Ciencias, Grade K	9781428572416	100	n/a
Savas Learning Company LLC formerly Pearson K12 Learning	Science (Spanish), Grade 1	Texas Experimenta las Ciencias, Grade 1	9781428572423	100	n/a
Savas Learning Company LLC formerly Pearson K12 Learning	Science (Spanish), Grade 2	Texas Experimenta las Ciencias, Grade 2	9781428572430	100	n/a
Savas Learning Company LLC formerly Pearson K12 Learning	Science (Spanish), Grade 3	Texas Experimenta las Ciencias, Grade 3	9781428572447	100	n/a
Savas Learning Company LLC formerly Pearson K12 Learning	Science (Spanish), Grade 4	Texas Experimenta las Ciencias, Grade 4	9781428572454	100	n/a
Savas Learning Company LLC formerly Pearson K12 Learning	Science (Spanish), Grade 5	Texas Experimenta las Ciencias, Grade 5	9781428572461	100	n/a
Savas Learning Company LLC formerly Pearson K12 Learning	Science (Spanish), Grade 6	Texas Experimenta las Ciencias, Grade 6	9781428572393	100	n/a 70

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Savas Learning Company LLC formerly Pearson K12 Learning	Biology	Texas Miller & Levine Experience Biology	9781428555853	100	100
Savas Learning Company LLC formerly Pearson K12 Learning	Chemistry	Texas Experience Chemistry	9781428555846	100	100
Savas Learning Company LLC formerly Pearson K12 Learning	Physics	Texas Experience Physics	9781428555839	100	100
Studies Weekly, Inc.	Science, Grade K	Texas Science Studies Weekly: Kindergarten	9781649783745000	100	100
Studies Weekly, Inc.	Science, Grade 1	Texas Science Studies Weekly: First Grade	9781649783769000	100	100
Studies Weekly, Inc.	Science, Grade 2	Texas Science Studies Weekly: Second Grade	9781649783783000	100	100
Studies Weekly, Inc.	Science, Grade 3	Texas Science Studies Weekly: Third Grade	9781649783806000	100	100
Studies Weekly, Inc.	Science, Grade 4	Texas Science Studies Weekly: Fourth Grade	9781649783820000	100	100
Studies Weekly, Inc.	Science, Grade 5	Texas Science Studies Weekly: Fifth Grade	9781649783844000	100	100
Summit K12 Holdings, Inc.	Science, Grade K	Dynamic Science Kindergarten	9781433407147	100	100
Summit K12 Holdings, Inc.	Science, Grade 1	Dynamic Science 1st Grade	9781433407154	100	100
Summit K12 Holdings, Inc.	Science, Grade 2	Dynamic Science 2nd Grade	9781433407161	100	100
Summit K12 Holdings, Inc.	Science, Grade 3	Dynamic Science 3rd Grade	9781433407178	100	100

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Summit K12 Holdings, Inc.	Science, Grade 4	Dynamic Science 4th Grade	9781433407185	100	100
Summit K12 Holdings, Inc.	Science, Grade 5	Dynamic Science 5th Grade	9781433407192	100	100
Summit K12 Holdings, Inc.	Science, Grade 6	Dynamic Science 6th Grade	9781433407208	100	100
Summit K12 Holdings, Inc.	Science, Grade 7	Dynamic Science 7th Grade	9781433407215	100	100
Summit K12 Holdings, Inc.	Science, Grade 8	Dynamic Science 8th Grade	9781433407222	100	100
Summit K12 Holdings, Inc.	Science (Spanish), Grade K	Dynamic Science (Spanish) Kindergarten	9781433407239	100	n/a
Summit K12 Holdings, Inc.	Science (Spanish), Grade 1	Dynamic Science (Spanish) 1st Grade	9781433407246	100	n/a
Summit K12 Holdings, Inc.	Science (Spanish), Grade 2	Dynamic Science (Spanish) 2nd Grade	9781433407253	100	n/a
Summit K12 Holdings, Inc.	Science (Spanish), Grade 3	Dynamic Science (Spanish) 3rd Grade	9781433407260	100	n/a
Summit K12 Holdings, Inc.	Science (Spanish), Grade 4	Dynamic Science (Spanish) 4th Grade	9781433407277	100	n/a
Summit K12 Holdings, Inc.	Science (Spanish), Grade 5	Dynamic Science (Spanish) 5th Grade	9781433407284	100	n/a
Summit K12 Holdings, Inc.	Science (Spanish), Grade 6	Dynamic Science (Spanish) 6th Grade	9781433407291	100	n/a
Summit K12 Holdings, Inc.	Biology	Dynamic Biology	9781433407307	100	100
Summit K12 Holdings, Inc.	Chemistry	Dynamic Chemistry	9781433407314	100	100 ⁷²

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Summit K12 Holdings, Inc.	Integrated Physics and Chemistry	Dynamic Integrated Physics and Chemistry	9781433407345	100	100
Summit K12 Holdings, Inc.	Physics	Dynamic Physics	9781433407338	100	100

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Subject: Social Studies

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Decker & Associates, Inc.	Personal Financial Literacy and Economics	Personal Financial Literacy and Economics for Real Life	9798350703702	100	100
McGraw-Hill School Division (Contract Vendor)	Personal Financial Literacy and Economics	Personal Finance High School Edition	9781265634957	100	100
Ramsey Education (Dave Ramsey/Lampo)	Personal Financial Literacy and Economics	Foundations in Personal Finance High School 4th Edition	9781936948581	100	100
Savvas Learning Company LLC formerly Pearson K12 Learning	Personal Financial Literacy and Economics	Personal Financial Literacy	9780138114183	100	100
The Curriculum Center for Family and Consumer Sciences	Personal Financial Literacy and Economics	Personal Financial Literacy and Economics	9781953248312	97.10	100

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Subject: Technology Applications

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
CEV Multimedia Ltd.	Technology Applications, Grade 6	iCEV Technology Applications 6th Grade (Individual Course)	9798888640203	100	n/a
CEV Multimedia Ltd.	Technology Applications, Grade 7	iCEV Technology Applications 7th Grade (Individual Course)	9798888640210	100	n/a
CEV Multimedia Ltd.	Technology Applications, Grade 8	iCEV Technology Applications 8th Grade (Individual Course)	9798888640227	100	n/a
Coder Kids, Inc. DBA Ellipsis Education	Technology Applications, Kindergarten	Texas Technology Applications - K	9798987914502	100	n/a
Coder Kids, Inc. DBA Ellipsis Education	Technology Applications, Grade 1	Texas Technology Applications - 1	9798987914519	100	n/a
Coder Kids, Inc. DBA Ellipsis Education	Technology Applications, Grade 2	Texas Technology Applications - 2	9798987914526	100	n/a
Coder Kids, Inc. DBA Ellipsis Education	Technology Applications, Grade 3	Texas Technology Applications - 3	9798987914533	100	n/a
Coder Kids, Inc. DBA Ellipsis Education	Technology Applications, Grade 4	Texas Technology Applications - 4	9798987914540	100	n/a
Coder Kids, Inc. DBA Ellipsis Education	Technology Applications, Grade 5	Texas Technology Applications - 5	9798987914557	96.67	n/a
Compusolar, Inc.	Technology Applications, Grade 6	Tech Essentials	9781946113030	100	n/a
Compusolar, Inc.	Technology Applications, Grade 7	Tech Essentials	9781946113030	100	n/a
Compusolar, Inc.	Technology Applications, Grade 8	Tech Essentials	9781946113030	100	n/a
eDynamic Holdings LP	Technology Applications, Grade 6	Middle School Tech Apps, Grade 6	9781959433552	100	n/a

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
eDynamic Holdings LP	Technology Applications, Grade 7	Middle School Tech Apps, Grade 7	9781959433569	100	n/a
eDynamic Holdings LP	Technology Applications, Grade 8	Middle School Tech Apps, Grade 8	9781959433576	100	n/a
Learning.com	Technology Applications, Kindergarten	Learning.com TechApps for Texas	9798987398203	100	n/a
Learning.com	Technology Applications, Grade 1	Learning.com TechApps for Texas	9798987398210	100	n/a
Learning.com	Technology Applications, Grade 2	Learning.com TechApps for Texas	9798987398227	100	n/a
Learning.com	Technology Applications, Grade 3	Learning.com TechApps for Texas	9798987398234	100	n/a
Learning.com	Technology Applications, Grade 4	Learning.com TechApps for Texas	9798987398241	100	n/a
Learning.com	Technology Applications, Grade 5	Learning.com TechApps for Texas	9798987398258	100	n/a
Learning.com	Technology Applications, Grade 6	Learning.com TechApps for Texas	9798987398265	100	n/a
Learning.com	Technology Applications, Grade 7	Learning.com TechApps for Texas	9798987398272	100	n/a
Learning.com	Technology Applications, Grade 8	Learning.com TechApps for Texas	9798987398289	100	n/a
Typing.com	Technology Applications, Kindergarten	Typing.com: Kindergarten	9798987771709	94.44	n/a
Typing.com	Technology Applications, Grade 1	Typing.com: Grade 1	9798987771716	75.00	n/a

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Typing.com	Technology Applications, Grade 2	Typing.com: Grade 2	9798987771723	82.61	n/a
Typing.com	Technology Applications, Grade 3	Typing.com: Grade 3	9798987771730	86.21	n/a
Typing.com	Technology Applications, Grade 4	Typing.com: Grade 4	9798987771747	75.86	n/a
Typing.com	Technology Applications, Grade 5	Typing.com: Grade 5	9798987771754	70.00	n/a
Typing.com	Technology Applications, Grade 6	Typing.com: Grade 6	9798987771761	66.67	n/a

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Subject: Career Development

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Assessment Technologies Institute, LLC dba National Healthcareer Association ("NHA")	Medical Assistant	MA SkillsBuilder:Bundle	9781565332676	78.48	n/a
Assessment Technologies Institute, LLC dba National Healthcareer Association ("NHA")	Medical Terminology	Medical Terminology	9781565332331	70.83	n/a
Assessment Technologies Institute, LLC dba National Healthcareer Association ("NHA")	Pharmacy I	PharmaSeer	9781565334939	97.67	n/a
B.E. Publishing, Inc.	Anatomy And Physiology	Understanding Anatomy & Physiology (Texas Edition)	9781719650144	100	100
B.E. Publishing, Inc.	Medical Terminology	Medical Terminology: A Learning Strategies Approach, Texas Edition	9781626896833	100	n/a
Cengage Learning Inc.	Anatomy And Physiology	Body Structures and Functions	9798214074047	96.23	100
Cengage Learning Inc.	Forensic Science	Forensic Science: Fundamentals and Investigations	9780357926963	89.89	100
Cengage Learning Inc.	Health Science Theory	DHO Health Science	9780357419991	82.69	n/a
Cengage Learning Inc.	Medical Terminology	Medical Terminology for Health Professions	9780357635698	100	n/a
CEV Multimedia Ltd.	Anatomy And Physiology	iCEV Anatomy & Physiology (Individual Course)	9798888640005	100	100

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
CEV Multimedia Ltd.	Child Development	iCEV Child Development (Individual Course)	9798888640012	100	n/a
CEV Multimedia Ltd.	Child Development Associate Foundations	iCEV Child Development Associate Foundations (Individual Course)	9798888640029	100	n/a
CEV Multimedia Ltd.	Computer Science I	iCEV Computer Science I (Individual Course)	9798888640036	51.61	n/a
CEV Multimedia Ltd.	Engineering Design And Presentation I	iCEV Engineering Design & Presentation I (Individual Course)	9798888640043	100	n/a
CEV Multimedia Ltd.	Engineering Design and Presentation II	iCEV Engineering Design & Presentation II (Individual Course)	9798888640050	100	n/a
CEV Multimedia Ltd.	Food Science	iCEV Food Science (Individual Course)	9798888640067	100	100
CEV Multimedia Ltd.	Forensic Science	iCEV Forensic Science (Individual Course)	9798888640074	100	100
CEV Multimedia Ltd.	Foundations of Cybersecurity	iCEV Foundations of Cybersecurity (Individual Course)	9798888640081	100	n/a
CEV Multimedia Ltd.	Fundamentals of Computer Science	iCEV Fundamentals of Computer Science (Individual Course)	9798888640098	100	n/a
CEV Multimedia Ltd.	Health Science Theory	iCEV Health Science Theory (Individual Course)	9798888640104	100	n/a
CEV Multimedia Ltd.	Human Growth and Development	iCEV Human Growth & Development (Individual Course)	9798888640111	100	n/a
CEV Multimedia Ltd.	Instructional Practices	iCEV Instructional Practices (Individual Course)	9798888640128	100	n/a
CEV Multimedia Ltd.	Medical Assistant	iCEV Medical Assistant (Individual Course)	9798888640135	100	n/a

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
CEV Multimedia Ltd.	Medical Coding and Billing	iCEV Medical Coding & Billing (Individual Course)	9798888640142	100	n/a
CEV Multimedia Ltd.	Medical Microbiology	iCEV Medical Microbiology (Individual Course)	9798888640159	100	100
CEV Multimedia Ltd.	Medical Terminology	iCEV Medical Terminology (Individual Course)	9798888640166	100	n/a
CEV Multimedia Ltd.	Pathophysiology	iCEV Pathophysiology (Individual Course)	9798888640173	100	100
CEV Multimedia Ltd.	Principles of Applied Engineering	iCEV Principles of Applied Engineering (Individual Course)	9798888640180	100	n/a
CEV Multimedia Ltd.	Principles of Education and Training	iCEV Principles of Education & Training (Individual Course)	9798888640197	100	n/a
CodeHS, Inc.	Computer Science I	Texas Computer Science 1	9798987718254	100	n/a
CodeHS, Inc.	Computer Science II	Texas Computer Science 2	9798987718261	100	n/a
CodeHS, Inc.	Foundations of Cybersecurity	Texas Foundations of Cybersecurity	9798987718278	100	n/a
CodeHS, Inc.	Fundamentals of Computer Science	Texas Fundamentals of Computer Science	9798987718285	100	n/a
Compusolar, Inc.	Computer Science I	Java Programming	9781946113993	100	n/a
Compusolar, Inc.	Computer Science I	C# Programming	9781946113016	100	n/a
Compusolar, Inc.	Computer Science II	Java Programming	9781946113993	100	n/a
Compusolar, Inc.	Fundamentals of Computer Science	Computer Science Foundations	9781946113023	100	n/a

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
eDynamic Holdings LP	Child Development	Child Development 1a/1b	9781959433170	100	n/a
eDynamic Holdings LP	Computer Science I	Introduction to Programming 1a/1b	9781737161660	100	n/a
eDynamic Holdings LP	Computer Science II	Programming 2a/2b	9781737161585	100	n/a
eDynamic Holdings LP	Cybersecurity Capstone	Operational Cybersecurity 1a/1b	9798986044354	100	n/a
eDynamic Holdings LP	Forensic Science	Forensics: The Science of Crime 1a/1b	9781959433231	100	100
eDynamic Holdings LP	Foundations of Cybersecurity	Network Security Fundamentals 1a/1b	9798986044347	100	n/a
eDynamic Holdings LP	Fundamentals of Computer Science	Principles of Information Technology 1a/1b	9781737161653	100	n/a
eDynamic Holdings LP	Health Science Theory	Health Science Theory 1a/1b	9781959433514	100	n/a
eDynamic Holdings LP	Human Growth and Development	Human Growth and Development 1a/1b	9781959433293	100	n/a
eDynamic Holdings LP	Medical Assistant	Medical Assistant 1a/1b	9781959433378	100	n/a
eDynamic Holdings LP	Medical Terminology	Medical Terminology 1a/1b	9781959433415	100	n/a
eDynamic Holdings LP	Pathophysiology	Pathophysiology 1a/1b	9781959433521	100	100
eDynamic Holdings LP	Pharmacology	Pharmacology 1a/1b	9781959433538	100	n/a
eDynamic Holdings LP	Principles of Applied Engineering	Applied Engineering 1a/1b	9781959433545	100	n/a

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Goodheart-Willcox Company	Anatomy And Physiology	Introduction to Anatomy & Physiology	9798889993155	100	100
Goodheart-Willcox Company	Engineering Design And Presentation I	Exploring Drafting	9798889991328	100	n/a
Goodheart-Willcox Company	Health Science Theory	Health Science Concepts and Skills	9798889992547	100	n/a
Goodheart-Willcox Company	Medical Terminology	Introduction to Medical Terminology	9798889993766	100	n/a
Goodheart-Willcox Company	Principles of Applied Engineering	Engineering Fundamentals: Design, Principles, and Careers	9798889990710	100	n/a
Goodheart-Willcox Company	Principles of Education and Training	Teaching	9798889994985	100	n/a
McGraw-Hill School Division	Anatomy And Physiology	Holes Essentials of Human Anatomy & Physiology TX	9781265115173	100	100
Savas Learning Company LLC formerly Pearson K12 Learning	Anatomy And Physiology	Anatomy, Physiology, and Disease, 2nd Edition	9780138046705	100	100
Savas Learning Company LLC formerly Pearson K12 Learning	Computer Science I	Computer Science I	9780138046552	100	n/a
Savas Learning Company LLC formerly Pearson K12 Learning	Forensic Science	Forensic Science for Texas	9780138046842	100	100
Savas Learning Company LLC formerly Pearson K12 Learning	Fundamentals of Computer Science	Fundamentals of Computer Science	9780138046620	100	n/a

Proclamation 2024: List of Instructional Materials Adopted by the State Board of Education

This report includes all materials adopted by the State Board of Education at its November 2023 meeting.

Publisher	Subject Area and Grade Level/Course	Title	ISBN	TEKS %	ELPS %
Savvas Learning Company LLC formerly Pearson K12 Learning	Medical Terminology	Medical Terminology for Texas	9780138046767	100	n/a
Savvas Learning Company LLC formerly Pearson K12 Learning	Principles of Applied Engineering	Introduction to Engineering	9780138046477	100	n/a
The Curriculum Center for Family and Consumer Sciences	Child Development Associate Foundations	Child Development Associate Foundations	9781953248299	90.91	n/a
The Curriculum Center for Family and Consumer Sciences	Communication and Technology in Education	Communication and Technology in Education	9781953248305	100	n/a
The Curriculum Center for Family and Consumer Sciences	Human Growth and Development	Human Growth and Development	9781953248046	100	n/a
The Curriculum Center for Family and Consumer Sciences	Instructional Practices	Instructional Practices	9781953248053	98.72	n/a
TPS Publishing, Inc.	Forensic Science	STEAM into Forensic Science - CTE Edition	9781788053143	100	100



Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grade Level / Course	K-5
Resource Title	Texas Experience Science K-5
Publisher	Savvas Learning Company LLC

The following signatures confirm that the resource listed above is the recommendation of the committee for the 2024 K-5 Science Adoption.

K-5 Science Committee Members:

Irma Alvarado, Teacher

Laura Annabelli, Teacher

MaryBeth Balzer, Teacher

Kelly Bender, Teacher

Amy Bertul, Teacher

Hadley Carr, Teacher

Steisy Cruz, Teacher

Jessica Dever, Teacher

David Garcia, Teacher

Erna Hooks, Teacher

Elizabeth Magee, Teacher

Vanessa Malone, Teacher

Lance Murray, Teacher

Laara Nava, Teacher



A handwritten signature in black ink that reads "Jessica Pulaski".

Jessica Pulaski, Teacher

A handwritten signature in black ink that reads "Corey Randall".

Corey Randall, Teacher

A handwritten signature in black ink that reads "Josie A Sellers".

Josie Sellers, TOSA

Ashley Nauta, Assistant Principal

A handwritten signature in black ink that reads "Amanda Prehn".

Amanda Prehn, Director



Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grade Level / Course	6-8
Resource Title	Texas Science
Publisher	McGraw-Hill School Division

The following signatures confirm that the resource listed above is the recommendation of the committee for the 2024 6-8 Science Adoption.

6-8 Science Committee Members:

Brittany Bishop, Teacher

Mary Carnes, Teacher

Katie Eaton, Teacher

Israel Ford, Teacher

Jose Gonzalez, Teacher

Lauren Ingber, Teacher

Danielle McCloskey, Teacher

Judith McLaren, Teacher

Ruben Soliz, Teacher

Lee Sumrall, Teacher

Natalie Nowrocki, TOSA

Brian Gill, Assistant Principal

Christina Shoemate, Coordinator

Amanda Prehn, Director



Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grad Level / Course	6-8
Resource Title	Texas Science
Publisher	McGraw-Hill Education

Committee Members:

Mary Carra

Scott Bishop

Judith McLaren

Tracy

Lee Sumrall

Christina Stewart

Angela

Katie Eaton

[Signature]

[Signature]

Amanda Fisher



Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grade Level / Course	Biology
Resource Title	STEMscopes Science TX - Biology
Publisher	Accelerate Learning, Inc.

Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grade Level / Course	Chemistry
Resource Title	Texas Chemistry
Publisher	McGraw-Hill School Division

Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grade Level / Course	Physics
Resource Title	Dynamic Physics
Publisher	Summit K12 Holdings, Inc.

Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grade Level / Course	IPC
Resource Title	Dynamic Integrated Physics & Chemistry
Publisher	Summit K12 Holdings, Inc.



Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grade Level / Course	Aquatic Science
Resource Title	STEAM Into Aquatic Science
Publisher	TPS Publishing, Inc.

Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grade Level / Course	Earth Science
Resource Title	Earth Systems Science
Publisher	Cengage Learning, Inc.

Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grade Level / Course	Environmental Systems
Resource Title	Enrironmental Systems
Publisher	Cengage Learning, Inc.

Proclamation 2024 Instructional Materials Selection	
Subject	Science
Grade Level / Course	Astronomy
Resource Title	Astronomy 1a/1b
Publisher	eDynamic Holdings LP



The following signatures confirm that the resources listed above are the recommendations of the committee for the 2024 9-12 Science Adoption.

9-12 Science Committee Members:

Kim Waugh, Department Chair

Nora Friedrich, Teacher

Eric Capalupo, Teacher

Les Vaughan, Teacher

Russell Oertel, Teacher

Sabrina Stephens, Teacher

Kandace Mitchell, Teacher

Sheri Remore, Associate Principal

Amanda Prehn, Director



Proclamation 2024 Instructional Materials Selection	
Subject	Tech Apps
Grade Level / Course	K-5
Resource Title	Tech Apps for Texas
Publisher	Learning.com

The following signatures confirm that the resource listed above is the recommendation of the committee for the 2024 K-5 Tech Apps Adoption.

K-5 Tech Apps Committee Members:

Alison Brown, Teacher

Melissa Calderon, Teacher

Sara Kreines, Teacher

Michelle McMillin, Teacher

Debbie Miller, Teacher

Danna Oakes, Teacher

Christine Pencak, Teacher

Arielle Ties, Teacher

Jamie Wade, Teacher

Lorraine Lopez, Assistant Principal

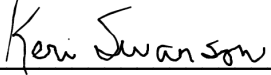
Amanda Prehn, Director




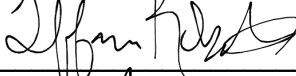
Proclamation 2024 Instructional Materials Selection	
Subject	Tech Apps
Grade Level / Course	6-8
Resource Title	Tech Apps for Texas
Publisher	Learning.com


The following signatures confirm that the resource listed above is the recommendation of the committee for the 2024 6-8 Tech Apps Adoption.

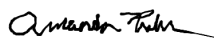
Committee Members:











Keri Swanson, Teacher

Brian Gill, Assistant Principal

Tiffanie Roberts, Teacher

Billy Golden, Teacher


Amanda Prehn, Director



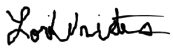
Proclamation 2024 Instructional Materials Selection	
Subject	CTE
Grade Level / Course	Anatomy & Physiology
Resource Title	Introduction to Anatomy & Physiology
Publisher	Goodheart-Wilcox Company

The following signatures confirm that the resource listed above is the recommendation of the committee for the 2024 Anatomy & Physiology Adoption.

Anatomy & Physiology Committee Members:



Alyssa Goldman, Teacher



Lori Wristers, Coordinator



Sheri Remore, Associate Principal



Amanda Prehn, Director



Proclamation 2024 Instructional Materials Selection	
Subject	Social Studies
Grade Level / Course	Personal Financial Literacy & Economics
Resource Title	Personal Financial Literacy & Economics for Real Life
Publisher	Decker & Associates, Inc.

The following signatures confirm that the resource listed above is the recommendation of the committee for the 2024 Personal Financial Literacy & Economics Adoption.

Personal Financial Literacy & Economics Committee Members:

Aaron Macik, Teacher

David Bammel, Department Chair

Sheri Remore, Associate Principal

Amanda Prehn, Director



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Guaranteed Maximum Price (GMP) Phase 1 for CMR-23-09 for Lake Travis High School Parking and related Detention Pond work

RECOMMENDED ACTION

Authorize the Superintendent or designee to negotiate and execute the A201 General Conditions and A133 Agreement between Zapalac Reed and Lake Travis ISD for the CMR-23-09 Project.

Approve the Phase 1 Guaranteed Maximum Price (GMP) of \$5,827,238 for the CMR-23-09 project with Zapalac Reed as the Construction Manager and authorize the Superintendent authority to negotiate and execute the GMP Amendment.

RATIONALE

Present the Guaranteed Maximum Price (GMP) for CMR-23-09, Lake Travis High School Parking, for \$5,827,238 and authorize the Superintendent or his designee to negotiate and execute the GMP.

Zapalac/Reed Construction Company GMP Phase 1 of CMR-23-09 is 5,827,238. This includes the following work items:

Lake Travis High School:

- Civil site work
- Civil site utilities
- Detention and Water Quality Pond work
- Paving and curb/gutter

BUDGET PROVISIONS

2018 Bond Program

2023 Bond Program

TxDOT Easement Settlement – General Fund

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

Allyson Collins – General Counsel

ATTACHMENTS

LTHS GMP Phase 1

MEETING DATE

March 20, 2024



March 7, 2024

Lake Travis Independent School District
16101 Hwy 71 West, Bldg B
Austin, Texas 78738

Attn: Robert Winovitch

**Re: LTISD Phase 1 Civil Improvements
Proposal**

We are pleased to submit a bid proposal of, **\$5,827,238**, to construct the project referenced above, along with the enclosed bid qualifications. Please review the enclosed information and contact me at your earliest convenience if you have any questions.

Sincerely,
Zapalac / Reed Construction Company, LP

Shad Zapalac
President

Qualifications

General

1. Acknowledge receipt of Bid RFI Response dated 02/07/2024.
2. Civil drawings dated 1/26/2024 and Landscape drawings dated 02/02/2024 were received.
3. Permit cost is not included in this pricing.
4. Construction will be substantially complete per the enclosed preliminary schedule (Note: Only weather delays shown are included.)
5. Does not include cost for permanent power for lights, MEP equipment, etc. required for inspections and construction.
6. This project has been priced as "Tax-Exempt". The appropriate taxes are included.
7. Bid proposal is only valid for 30 days.
8. Pricing assumes construction start no later than April 1, 2024. If project start is delayed escalation cost could occur.
9. Our proposal is based on obtaining a mutually agreeable AIA contract for the performance of this proposal.
10. Builders Risk and Casualty insurance is included per Zapalac/Reed typical insurance coverage.

Division 2 – Site-work

1. Does not include any temporary or permanent water costs associated with watering landscaping, filling wet ponds, etc.
2. Gas Yard line is excluded.
3. Termite treatment or integrated pest management is not included in our proposal.
4. Pond walls are included as allowance of \$101,430 pending final structural design drawings.
5. Scope of work does not include Pedestrian Sidewalk improvements, to be provided as an alternate in final GMP pricing.
6. No new work in existing WQ pond 2 or also labeled pond 3 except demo and fill in.
7. Irrigation sleeves picked up per Landscape plans and not Civil sleeving plans.

Exclusions

1. Utility assessment, inspection, impact, connection, inspection in ROW and tap fees
2. Designer fees for cad file availability.
3. Removal of unforeseeable items such as underground tanks, concrete, tires, hazardous materials, LEED Paint, Asbestos, Testing Reports
4. Security systems / Access control systems
5. Data, phones, phone lines, communications systems, and cabling (Conduits as indicated on the electrical drawings are included.)
6. Materials Testing / Special Inspections fees.
7. Tree Relocations
8. Construction waste management plan / LEED / AEGB
9. Plugging existing water wells
10. Monument signs

LTISD Phase 1 Civil Improvements

Zapalac/Reed Construction Company

BREAKDOWN

2/16/2024

SITE DEVELOPMENT

DESCRIPTION	QUANTITY	UNIT	Sub Total	TOTAL COST	REMARKS
DEMOLITION	1	LS		\$65,790	
GENERAL EARTHWORK	1	LS		\$608,410	
EARTHWORK			\$436,999		
ENGINEERING		MO	\$84,969		
EROSION CONTROL		LF	\$69,400		
DEWATERING			\$17,045		
DET/FILTRATION POND	1	LS		\$660,630	Excluded
POND WALL ALLOWANCE			\$101,430		
CONCRETE WORK			\$552,440		
FENCING			\$6,760		
LANDSCAPE/IRRIGATION	1	LS		\$474,590	
LANDSCAPING			\$228,850		
TOPSOIL			\$56,400		
IRRIGATION			\$136,000		
DRY RIVER BED			\$16,240		
IRRIGATION SLEEVES			\$37,095		
PAVING	1	LS		\$977,700	
CURB & GUTTER		LF	\$254,159		
ALTERNATE CONCRETE		SF	\$80,504		
BASE & ASPHALT		SY	\$627,240		
PARKING STRIPES		EA	\$15,800		
SITE CONCRETE	1	LS		\$937,650	
SIDEWALKS		SF	\$234,118		
PAVERS	-	EA	\$78,758		
RETAINING WALL		SF	\$535,452		
RAIL ON RETAINING WALL		LF	\$89,320		
UTILITIES	1	LS		\$808,072	
SITE ELECTRICAL	1	LS		\$242,790	
ELECTRICAL SERVICE		EA	\$222,297		
LIGHT POLE BASES		EA	\$20,488		
MISC ITEMS	1	LS		\$16,340	
HAUL TRASH		EA	\$9,093		
SITE SIGNS		EA	\$1,250		
BARRICADES		EA	\$6,000		
CLEAN PAVING	1	LS		\$15,369	

SUBTOTAL SITE WORK

\$4,807,341

GENERAL PROJECT COSTS

DESCRIPTION	QUANTITY	UNIT	Sub Total	TOTAL COST	REMARKS
GENERAL CONDITIONS	1	LS		\$425,648	
STREET RENTAL		LS			Nothing Anticipated
PERMITS		LS			Excluded
ASSESSMENTS/TAPS/FEEES		LS			Excluded
A & E FEES		LS			Excluded
TESTING		LS			Excluded
OWNER ALLOWANCES		LS			Excluded

GENERAL COST SUBTOTAL

\$425,648

INDIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	Sub Total	TOTAL COST	REMARKS
INSURANCE				\$46,994	Bldr's Risk, Excess Liability
P & P BOND				\$56,051	
CONTRACTOR CONTINGENCY				\$111,678	
OWNER CONTINGENCY				\$203,399	
CONTRACTORS FEE				\$154,460	
PRECONSTRUCTION FEE				\$21,667	

INDIRECT COST SUBTOTAL

\$594,249

TOTAL PROJECT COST

99 \$5,827,238

© Zapalac/Reed Construction Company, L. P.



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Access Easement Agreement between Lake Travis ISD and Peacock Capital Partners LLC for Lake Travis ISD's Land Located on Reimers-Peacock Road

RECOMMENDED ACTION

Approve the access easement agreement between Lake Travis ISD and Peacock Capital Partners LLC for Lake Travis ISD's land located on Reimers-Peacock Road and authorize the Superintendent or designee with the authority to negotiate, execute and amend, as necessary, the easement agreement.

RATIONALE

The District owns approximately 235 acres of land located off of Reimers-Peacock Road and intends to construct school district facilities. Peacock Capital Partners owns approximately 2,126 acres adjacent to the district's property and intends to subdivide and develop the Peacock property as a low density residential development with private roads. The parties desire to enter into an emergency access easement agreement. The agreement would grant to Peacock Capital a non-exclusive emergency access easement over and across the Southern Cypress Ranch Water Control and Improvement District No. 1 Emergency Access Easement Tract and the District's Reimers Road Driveway to provide emergency ingress and egress to and from the Peacock Property to SH 71 W. For and in consideration of LTISD granting easements to Peacock Capital, the District is granted access easement rights over and across the Peacock Property for ingress and egress to and from the LTISD property to Hamilton Pool Road by vehicles owned by LTISD, including school buses, LTISD police vehicles, and LTISD maintenance vehicles or vehicles operating on behalf of LTISD for public education purposes. This does not include vehicles operated by LTISD teaching and administrative staff, students or parents of students attending an educational facility on the LTISD property. The Administration recommends approval of the access easement agreement.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Allyson Collins – General Counsel

ATTACHMENTS

Access Easement Agreement between Lake Travis ISD and Peacock Capital Partners LLC

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Approval of a Contract between Lake Travis ISD and Claycomb Associates, Architects for the Lake Travis High School Cavalier Stadium Renovations and Women’s Field House Renovation and Addition Projects

RECOMMENDED ACTION

Approve the contract between Lake Travis ISD and Claycomb Associates, Architects for the Lake Travis High School Cavalier Stadium renovations and Women’s Field House renovation and addition projects, and authorize the Superintendent or designee with the authority to execute the contract.

RATIONALE

In November 2023, the Board selected Claycomb Architects for the design of the LTHS Cavalier Stadium renovations and Women’s Field House renovation and addition for the 2024 Bond Program. Claycomb Architects was selected based on their experience in similar K-12 projects and for the professionals serving on the project team. The administration is seeking approval to execute a contract with Claycomb Architects.

BUDGET PROVISIONS

2024 Bond Program

RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Allyson Collins – General Counsel

ATTACHMENTS

Claycomb Associates, Architects Contract

MEETING DATE

March 20, 2024



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20th day of March in the year 2024
(In words, indicate day, month and year.)

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

Lake Travis ISD
3322 Ranch Rd. 620 S.
Austin, TX 78738
Telephone: 512-533-6000

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

Claycomb & Associates Architects
5113 Southwest Parkway, Suite 100
Austin, TX 78735
Telephone: (512) 263-7940

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

LTHS Cavalier Stadium Renovations and Women’s Field House Renovations and Additions Projects

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT’S RESPONSIBILITIES

3 SCOPE OF ARCHITECT’S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER’S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT INCLUDING EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the information and assumptions set forth in this Article 1 and other documents listed in this Agreement as exhibits in Section 13.2, including any individual project addendums.

The Architect will provide comprehensive architectural and engineering services, as applicable, to include the design of the Project, creation of Construction Documents and construction administration for the Project in accordance with the Owner’s Request for Proposals, Architect’s Proposal, the Owner’s Program documents, this Agreement with all exhibits, and all standard and typical interpretations of applicable laws.(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project:
(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

LTISD 2022 Bond Program

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

LTHS Cavalier Stadium Renovations and Women’s Field House Renovations and Additions Projects – See Construction Documents

§ 1.1.3 The Owner’s budget for the Cost of the Work.

\$22,347,949

Init.

§ 1.1.4 The Owner’s anticipated dates for commencement of design, construction and of Substantial Completion and Final Completion of the Work are set forth as follows:

- .1 Design phase milestone dates, if any:
March 2024 – April 2024

Construction Documents – May 2024 – August/September 2024
- .2 Notice to Proceed/Construction commencement date: TBD
- .3 Substantial Completion and Final Completion dates: TBD
- .4 Other milestone dates:

See any Project addendums

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

Not applicable.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Robert Winovitch
Director of Facilities
winovitchr@ltschools.org

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not applicable.

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

- .1 Surveyor
Early Surveying
- .2 AV

- .3 Al Vickers
Geotechnical
Raba Kistner

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

Cody Holt
Bo Ledoux
Claycomb & Associates Architects
5113 Southwest Pkwy, Suite 100
Austin, TX 78735
Telephone: 512-263-7940

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

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Civil Engineer:
Malone Wheeler
- .2 Landscape Architect

(Paragraphs deleted)
Blu Fish Collaborative

§ 1.1.11.2 Consultants retained under Additional Services:

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

N/A

§ 1.2 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 may adjust the schedule as mutually agreed upon by the parties, which may include any agreed upon adjustments (either upward or downward) to the Architect's services and the Architect's compensation and to be adjusted by amendment to this Agreement as approved by the Owner, including any changes required to be approved by the Owner's Board of Trustees.

§ 1.3 Intentionally deleted.

§ 1.3.1 Intentionally deleted.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement, including any exhibits, if applicable, that are necessary and reasonably inferable to complete the Project, each phase of the Project. The Architect shall allocate adequate time, personnel, and resources as necessary to perform its services. The Architect shall review the program furnished by the Owner to ascertain the specific requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. The Architect shall include in the Project all components of the Owner's program, as determined by the Owner, unless specific written authorization to delete a component is received from the Owner. Any civil, structural, mechanical, or electrical engineering plans and specifications or opinions of probable costs for construction must be prepared by or under the supervision of a registered professional engineer or a registered architect, whichever is applicable. The Architect shall provide to the Owner all plans, specifications, drawings and Construction Documents within the Architect's scope of services and

provide such documents in electronic format. If requested by the Owner, the Architect shall assist the Owner in reviewing responses to competitive procurement documents.

§ 2.2 The Architect agrees and acknowledges that the Owner is entering into this Agreement in reliance on the Architect's competence, qualifications and its professional abilities with respect to performing the Architect's services, duties and obligations under this Agreement. The Architect shall use professional efforts, skill, judgment, and abilities in performing Architect's services in accordance with the usual and customary professional standards of care, skill and diligence prevailing among architects in Travis County, Texas, skilled in the design for projects of similar scope. The Architect shall diligently perform all services under this Agreement and shall strive to further the interest of the Owner in accordance with the Owner's program and requirements and procedures. All of the Architect's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work. The Architect's services shall be reasonably accurate and reasonably free from any material errors or omissions. The Owner shall have the right to reject any of the Architect's services because of any default or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by the Architect or its consultants. Neither acceptance nor approval of the Architect's services by the Owner shall relieve the Architect of any of its professional duties or release it from any liability, it being understood that the Owner is, at all times, relying upon the Architect for its skill and knowledge in performing the Architect's services. The Architect's schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which the Architect has control shall not be exceeded without approval from the Owner. The Architect knows of no obligations, commitments, or impediments of any kind that will limit or prevent performance by the Architect of its services. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect identifies the following person as its designated representative authorized to act on behalf of the Architect with respect to the Project: Bo Ledoux and Cody Holt.

§ 2.4 The Architect shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project or otherwise be contrary to the Owner's policies and procedures or applicable law, including any conflict of interest provisions.

§ 2.5 Prior to performing services on the Project under this Agreement, the Architect shall procure and maintain insurance of the type and amount set forth in this Section 2.5 and in Exhibit A, attached and incorporated herein, to protect the Architect and Owner from claims arising out of the performance of the professional services under this Agreement and caused by negligent acts, errors, or omissions, of the Architect, such insurance shall have an effective date prior to the beginning of design by Architect. The Architect shall maintain its insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until not less than two (2) years from the final completion of all construction of this Project, if commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than (10) years (or twelve (12) years as allowed by Texas Civil Practice and Remedies Code Section 16.008) from the final completion of all construction of this Project as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit or reduce the number of years of any limitations period set forth in Chapter 16 of the Texas Civil Practices and Remedies Code or any other statute that provides a time frame for bringing a claim. 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 with the Owner a new certificate of coverage and endorsements, and if requested by the Owner, also a copy of the policy, showing that coverage has been extended. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for comprehensive general liability, comprehensive automobile liability, and umbrella liability. Insurance shall be obtained from companies authorized to do business in the State of Texas by the Texas Department of Insurance with the rating indicated in Exhibit A. Prior to the commencement of services under this Agreement, the Architect shall provide the Owner with a copy of all certificates and endorsements for the insurance required under this Agreement and if requested by the Owner, a copy of all policies.

§ 2.5.1 Intentionally deleted.

§ 2.5.2 Intentionally deleted.

§ 2.5.3 Intentionally deleted.

§ 2.5.4 Intentionally deleted.

§ 2.5.5 Intentionally deleted.

§ 2.5.6 Intentionally deleted.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form if an Occurrence form is not commercially available). Certificates must include a 60-day notice of cancellation to any of the policies or equivalents specifically naming the Owner. A waiver of subrogation clause in favor of the Owner shall be attached to the Workers Compensation, General Liability and Automobile Liability. All Engineers or other Consultants retained by the Architect shall carry and produce evidence of the same amounts of insurance coverage under the same conditions described above, and of a type acceptable to the Owner, unless different coverage is agreed to in advance by the Owner.

§ 2.5.8 The Architect's failure to comply with the insurance requirements set forth in Section 2.5 shall constitute a breach of this Agreement by the Architect and entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services, as applicable to the individual Project, consist of those described in this Article 3, other provisions of this Agreement and otherwise designated as Basic Services elsewhere in this Agreement and include, without limitation, usual and customary design, structural, mechanical, electrical, plumbing, lighting, architecture, acoustics, interiors, and consulting services, unless otherwise revised by Section 4.1. Without limitation, Basic Services shall further include any services designated as such by Article 4.1. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 3.1.1 The Architect shall perform and manage the Architect's services and administer the Project in accordance with this Agreement as amended for the Project and in accordance with the AIA Document A201-2017™, General Conditions of the Contract for Construction, as amended for the Project (sometimes referred to as the "General Conditions of the Contract"), consult with the Owner and Owner's designated representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner through the issuance of progress reports to Owner and Contractor (where applicable, the term "Contractor" shall be inclusive of the Construction Manager), as more specifically defined hereafter. Architect agrees that the AIA Document A201-2017™, as amended for this Project, 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.

- .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 to present Schematic Design, Design Development and Construction Documents as requested by the Owner.
- .2 The Architect shall submit design documents to the Owner at intervals appropriate to the design process as designated in this Agreement, as amended, for purposes of evaluation and approval by the Owner's Board of Trustees or designee, as specified herein. The Architect shall be entitled to rely on approvals

received from the Owner's Board of Trustees in the further development of the design, provided that nothing herein shall relieve Architect of responsibility to liability for design defects, errors, or omissions.

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall carefully study the information provided by the Owner relative to the Project; shall visit and carefully observe the site where the Project is to be located and the surroundings and adjacent areas; observe any conditions at the site affecting or that might affect the Project; evaluate the location and nature of the Work to be performed; review the geotechnical reports for the nature of the ground and subsoil, the form and nature of the site, and the subsurface conditions of the site if required for the Project; take field measurements of any existing conditions; familiarize itself with the local conditions under which the Project is to be constructed and the construction work is to be performed; examine the location and character of existing or adjacent work or structures; and assess the general character and accessibility of the site. Without limiting any other obligations of the Architect set forth in this Agreement, the Architect shall make recommendations to the Owner for the location of any geotechnical testing if required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants through the Owner's designated representative. The Architect reasonably may rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants; however, the Owner does not warrant or guarantee the accuracy or completeness of such services or related information, or that any documents or information otherwise provided to the Architect accurately reflects the conditions at the site or of the Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect and the Owner agree that the initial schedule for performance of the Architect's services are as set forth in this Agreement. The schedule includes dates for the commencement of construction and the dates 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 review, for the performance of the Owner's consultants, and for approval and/or coordination of submissions by authorities having jurisdiction over the Project. Subject to any agreed upon changes to the dates established in this Agreement and except for any reasonable cause proven to have actually affected such dates, time limits established by the schedule shall not be exceeded by the Architect. With the Owner's prior approval, for reasonable cause, 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.

§ 3.1.4 Matters of aesthetics are within the Owner's sole discretion. Except as provided in this Agreement or the Contract for Construction between the Owner and the Contractor, the Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall review and shall perform its services in compliance with applicable national, federal, municipal, and state of Texas laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction in effect at the time of performance and as reasonably interpreted. The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services, including without limitation, school facility standards found in 19 Texas Administrative Code, Chapter 61, subchapter CC and Texas Health and Safety Code Section 341.065, if applicable to this Project. 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 the policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall certify that it has reviewed the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and used the 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's signature and seal on the Construction Documents shall certify compliance. The 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. The 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 reasonable interpretations of the Americans with Disabilities Act, federal regulations interpreting the Americans With Disabilities Act, Texas Government Code Chapter 469, and all requirements or standards of the Texas Department of Licensing and Regulation. The Architect shall make any and all revisions to the Drawings until the Building and/or Project receives approval through the process defined by the Elimination of Architectural Barriers

program of the Texas Department of Licensing and Regulation. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement. The Architect shall, at appropriate times, contact the governmental authorities required to coordinate and/or approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Design of the extension of utility services necessary for completion of the project, but not provided by entities providing utility services to the Project, shall be conducted by the Architect. The cost of construction of the lines designed by the Architect shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. In the event that the utility extension work is to be issued as a separate package from the Project for bidding or construction, or is to be completed on a timeline that is different from the Project, the Architect may be entitled to additional services instead of including such work within the Cost of the Work. Requests for additional services shall be submitted in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for coordination and/or approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect is responsible for hiring and coordinating the work of all of its consultants so that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by the Architect of any consultant for the Project to which the Owner has reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fee or costs unless expressly agreed to in writing.

§ 3.1.8 The Architect's senior principal or other representative as defined herein who is responsible for managing the Project shall not be changed without the prior written approval of the Owner. The day-to-day Project team will be led by the senior principal or other representative as identified herein unless otherwise directed by the Owner or prevented by factors beyond the control of the Architect.

§ 3.1.9 The Architect shall not engage in any activity or course of conduct which is detrimental to the Project's best interest. The Architect shall take reasonable steps necessary to seek compliance so that the Construction Documents are adhered to by the Contractor. The Owner's decisions on matters relating to aesthetic effect shall be final.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review and conform to the Owner's approved Project program, preliminary design, budget and schedule of phases of work and other information furnished by the Owner, and shall review and follow all laws, codes, and regulations applicable to the Architect's services, as set forth in Section 3.1.5 or elsewhere in this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, and preliminary design, schedule, budget for the Cost of the Work (limited to project elements within the Architect's scope), Project site, and the proposed procurement and delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the Initial Information or other information provided to or obtained by the Architect, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner an 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 address with the Owner any existing easement or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 3.2.3 The Architect shall present a preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, conforming all standards and work to be done with the Owner's

budget, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare and present for the Owner's approval a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's agreement with the Design Documents and Owner's approval of the Architect's preliminary construction cost estimate and any recommended changes to the schedule; provided, however, this approval shall not relieve the Architect of the Architect's responsibility and liability to provide documents reasonably free of material defects as required by the standard of care.

§ 3.2.5 Based on the Owner's approval of the preliminary 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. The Schematic Design Documents shall show major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 If applicable, the Architect shall investigate environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing and recommending a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider, and, 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/preliminary design and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner by the date set forth in the Initial Information; advise the Owner in writing, that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and request the Owner's approval. Architect shall not proceed to the Design Development Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility under the terms of the Agreement. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, 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 other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work and shall conform the estimated Cost of Work to the Owner's budget. Such estimate of the Cost of the Work shall not exceed the Owner's limitations, unless agreed to in writing by the Owner.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner by the date set by the Owner, advise the Owner in writing that documents are in compliance with reasonable interpretations of applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and of any and all adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.3.4 Before proceeding to the Construction Document Phase, the Architect shall obtain the Owner's approval and acceptance of the Design Development Documents and updated budget for the Cost of the Work; provided, however, this approval shall not relieve the Architect of the Architect's responsibilities under the terms of this Agreement. The Architect shall bear full responsibility and all resulting excess costs incurred by the Architect in proceeding without the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work; the Owner's educational program; and any educational specifications and requirements set forth in 19 Texas Administrative Code, Chapter 61, Subchapter CC, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means the 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 of construction of the Project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications, schedules, diagrams, and other documents as are necessary to construct the Project, setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Construction Documents shall reflect the agreements between the Owner and the Architect concerning the Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. The Construction Documents shall provide information as is reasonably necessary for the use of the Construction Documents by the Contractor and those in the building trades and construction industry to perform the Work and shall include documents required for regulatory agency approvals. The Construction Documents shall set forth in detail the requirements for construction of the Project that comply with reasonable interpretations of applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents including the current interpretation of Title IX, Texas Accessibility Standards, and regulations promulgated by the Texas Education Agency (TEA) for facility standards, which shall be reasonably free of design defects or omissions. The Architect's or engineer's signature indicates that the Architect or engineer has exercised the standard of care as defined herein. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its obligations, responsibilities, or liability to the Owner under this Agreement. 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 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner in the development of (1) bidding and procurement information which describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) as amended for the Project. After consultation with the Owner, the Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 *et seq.* Proposal documents shall contain the prevailing wage rates in accordance with Chapter 2258 of the Texas Government Code; the adopted prevailing wage rates for the Project are indicated in the Contract Documents. The Architect shall include in the Project specifications the requirement that payment and performance bonds are to comply with the requirements of the Texas Insurance Code Chapter 3503 and the Texas Government Code Chapter 2253; that all insurance companies or sureties are licensed to do business in the State of Texas; and, where bond amounts exceed \$100,000, insurance companies or sureties hold a certificate of authority from the United States 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 United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Owner and the Architect reserve the right to rely on the United States Secretary of the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner, in writing, of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendations but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval by the date established by the Owner. Architect shall not proceed to the Procurement Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

3.4.6 After Owner's approval of the Construction Documents, the Architect may make or approve changes in the Work only to the extent those changes do not involve an adjustment to the Guaranteed Maximum Price or the Contract time. The Architect must have the Owner's prior written consent before making any changes that involve an adjustment to the Guaranteed Maximum Price or Contract time. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

3.4.7 Pursuant to 19 Texas Administrative Code §61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1** It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the Construction Documents and that these documents conform with the provisions of 19 TAC §61.1036.
- .2** It has performed a building code search under applicable regulations that may influence the project, and the design has been researched prior to becoming final.
- .3** It has designed the facility according to the provisions of 19 TAC §61.1036 based on the long-range school facility plan and/or educational specifications, building codes specifications, and all documented changes to the Construction Documents provided by the District.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

As applicable, the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, or at such time as is appropriate for the Project, 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. The Owner will select the method that provides the best value for the Project.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. As used herein, the terms "bid," "Bid," "Bidding," and "Bidding Documents" shall include and mean any form of competitive procurement selected by the Owner and the applicable documents related thereto under Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

§ 3.5.2.2 The Architect shall assist the Owner, as applicable, in bidding the Project by:

- .1 if requested by the Owner, assist in preparation of bid documents;
- .2 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .3 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .4 organizing and conducting a pre-bid conference for prospective bidders;
- .5 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner;
- .7 organizing and participating in selection interviews with prospective contractors and
- .8 if requested by Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of negotiating results, as directed by Owner

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. 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 with Owner's overall budget for the Project.

§ 3.5.3 Proposals

§ 3.5.3.1 As applicable, the Architect shall assist the Owner in obtaining construction services and shall assist the Owner in awarding and preparing contracts for construction.

§ 3.5.3.2 If requested by the Owner, the Architect shall assist the Owner in obtaining proposals

(Paragraphs deleted)

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

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall review, in conjunction with 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.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended for the Project and as specified in Section 3.1.1 herein. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with the policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services, attend meetings with the Contractor as requested, and issue written project reports if

Init.

requested. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and subject to any limitations in law applicable to public school districts. 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 material 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.

§ 3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates upon final completion of the Construction Phase after the Architect determines that the Contractor has completed all work required by the Contract Documents including all punch list deficiencies and completion of one-year warranty phase services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at least once per week (or more often, in accordance with industry standards or Owner's reasonable request) and at other intervals appropriate to the stage of construction, to (1) observe the progress and quality of the Work completed, (2) to reject any material, observed non-conforming Work, (3) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (4) to endeavor to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial accordance with the Contract Documents and on time; and (6) to document the progress of the Work, in written and photographic form as appropriate. Architect will attend job site meetings as requested.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents and shall notify Owner of all corrective actions taken or recommended. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing required by the Architect, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. 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. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.

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

§ 3.6.2.4 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both the Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.6.2.5 The Architect shall promptly render initial written recommendations on Claims, disputes and other matters in question between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts, if such amounts are validly requested, within seven days of receipt of the Contractor's application for payment. The Architect's certification for payment shall constitute a

representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an 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. The term "certify" as used by the Architect shall mean to state or declare a professional opinion in accordance with professional standards exercised by Architect in Travis County, Texas, of conditions known at the time such certifications are made. The Architect's certification of certain information or conditions in no way relieves the Contractor from meeting requirements imposed by contract or other means, including commonly accepted industry standards.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work except as otherwise required by this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals
(Paragraph deleted)

§ 3.6.4.1 The Architect shall review the Contractor's proposed submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall promptly report in writing to the Contractor and the 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, roofing, foundations, outward appearance, color schemes, floor plans, building materials, or equipment without the Owner's prior written consent.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided that the Owner does not guarantee or warrant the accuracy of same.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the

requests for information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With notice to and consent from the Owner, the Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, or an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services of the Architect.

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

§ 3.6.5.3 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data, and provide other services in connection with Proposal Requests; Architect's Supplemental Instructions; Change Orders; Allowance Authorization Expenditures; and Construction Change Directives at no additional expense to the Owner, whether initiated by the Owner, the Contractor or the Architect.

§ 3.6.5.4 The Architect shall prepare a set of reproducible record drawings and record specifications showing significant changes made during construction based upon unverified marked-up prints, drawings and other data furnished by the Contractor to the Architect or based on the Architect's revisions. The drawings and specification records furnished by the Architect to the Owner shall be in native drawing format and be accompanied by a printed copy of the drawings and specifications.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct jobsite observations to determine the date or dates of Substantial Completion and the date of Final Completion;
- .2 issue Certificates of Substantial Completion and of Final Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor;
- .4 issue a final Certificate for Payment based upon a final inspection indicating that to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents; and
- .5 for any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

§ 3.6.6.2 The Architect's jobsite observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's jobsite observations shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 Intentionally deleted.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance, including, without limitation, to identify material defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services

§ 4.1.1 As applicable, the Architect shall furnish or provide the services below as Basic Services without additional compensation unless it is indicated below to be an Additional Service, in which case the Additional Service, if requested by the Owner and approved in writing in advance, shall be compensated to the Architect as provided in Section 11.2.

Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect – Basic Service
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Service
§ 4.1.1.3 Measured drawings	Architect – Additional Services
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect – Basic Service
§ 4.1.1.6 Building Information Model management responsibilities	Architect – Basic Service
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect – Basic Service
§ 4.1.1.8 Civil engineering	Architect – Basic Service
§ 4.1.1.9 Landscape design	Architect – Basic Service
§ 4.1.1.10 Architectural interior design	Architect – Basic Service
§ 4.1.1.11 Value analysis	Architect – Basic Service
§ 4.1.1.12 Detailed cost estimating	Not provided
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect – Basic Service
§ 4.1.1.15 As-designed record drawings	Architect – Basic Service
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Architect – Basic Service
§ 4.1.1.21 Telecommunications/data design	Architect – Basic Service
§ 4.1.1.22 Security evaluation and planning	Architect – Additional Services
§ 4.1.1.23 Commissioning / Testing and Balance	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Alternate bid items	Architect – Additional Service
<i>(Row deleted)</i>	
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect - Additional
§ 4.1.1.29 Warranty Phase Support Services	Architect – Basic Service
§ 4.1.1.30 Land Surveying	Civil Engineer / Architect – Additional Service Pass Through
4.1.1.31 Geotechnical Services	Owner

Init.

4.1.1.32 Environmental Services	Owner
4.1.1.33 Graphics and Signage	Architect – Basic Service
4.1.1.34 Permitting	Owner & Architect - Basic
4.1.1.35 Space Schematics/Flow Diagrams	Architect – Basic Service
4.1.1.36 Owner-Supplied Data Coordination	Architect – Basic Service
4.1.1.37 Structural	Architect – Basic Service
4.1.1.38 Mechanical, Electrical, Plumbing	Architect – Basic Service
4.1.1.39 Acoustic A/V	Architect – Basic Service
4.1.1.39 Traffic Design	Owner
4.1.1.40 TAS Review / Inspection	Architect – Additional Service

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 Intentionally deleted.

§ 4.1.2.2 Intentionally deleted.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 Intentionally deleted.

§ 4.2 Architect’s Additional Services

Additional services beyond those described as Basic Services in this Agreement may be provided after execution of this Agreement, without invalidating the Agreement if agreed to by the Owner before performance of any such services. The Owner shall have no obligation to pay for any Additional Services performed unless and until the Owner agrees to such Additional Services in writing and to the amount of increase in compensation for same and signed by the Owner. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. 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. .

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect may be entitled to an adjustment and shall not proceed to provide the following services until the Architect receives the Owner’s written authorization. Subject to the limits and requirements set forth in this Agreement, the following would be considered Additional Services:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a significant change in the scope of 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, except when such change is required due to an error or omission of the Architect or any of the Architect’s consultants;
- .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 and approved Instruments of Service necessitated by enactment or revision of codes, laws, or regulations, or official interpretations ;
- .4

(Paragraphs deleted)

Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; and

(Paragraph deleted)

- .5 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2

(Paragraphs deleted)

Intentionally deleted.

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

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Three (3) Visits to the site by the Architect during construction as required by Section 3.6.2.1;
- .3 Three (3) inspections for each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and
- .4 Three (3) inspections for each portion of the Work to determine final completion.

§ 4.2.4 Intentionally deleted.

§ 4.2.5 Intentionally deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect regarding the Owner's contemplated objectives, schedule constraints and criteria, requirements for and limitations on the Project site requirements, and will provide timely information as reasonably may be necessary for the Architect to provide Architectural services. The Architect shall be responsible for having knowledge of and adhering to any building code authority that may be applicable to the Project, including, without limitation, the requirements of the Texas Administrative Code.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall 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. Except as otherwise delegated to administration, Owner's Board of Trustees, by majority vote at a properly called meeting, is the only representative of the Owner, a public independent school district, having the power to enter into a contract, approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of \$100,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion. The Owner designates Paul Norton, Superintendent, to sign contracts and other documents and to act on the Owner's behalf with respect to the Project. The Owner designates Robert Winovitch as its representative for day-to-day responsibilities of the Owner and for decision making authority as delegated by the Board and Superintendent. The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Intentionally deleted .

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner determines may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect acknowledges that it is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Intentionally deleted.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the compensation to the Architect shall be based on the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall be based on the actual amounts paid for the Cost of the Work (as defined in the construction contract); and the Contractors' general conditions costs, overhead and profit (collectively "Construction Costs"), which may be a lump sum or Guaranteed Maximum Price. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner, including

purchase of equipment, furniture, fixtures, or pre-fabricated items, and does not include any amounts budgeted or included in allowances or contingencies unless actually paid by the Owner to the Contractor.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under this Agreement. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 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 recommend reasonable adjustments in the program and scope of the Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential elements 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 the Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendation, but shall decide, in its discretion, what adjustments to make.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 implement any other mutually acceptable alternative; or
- .6 direct the Architect to redesign the Project to meet the Owner's budgetary, programmatic, and quality needs.

§ 6.7 If the Owner chooses to proceed under Sections 6.6.4 or 6.6.5, 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 Article 6.

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

ARTICLE 7 COPYRIGHTS AND LICENSES/OWNERSHIP OF PROJECT DOCUMENTS

§ 7.1 The Drawings, Specifications, and other Documents, including those in electronic form, prepared by the Architect are Owner's Property ("Work Product") through which the Work to be executed by the Contractor or is to be performed. The Architect may retain one record set of the Work Product or additional copies as approved by the Owner in writing for the Architect to perform its services under this Agreement. Neither the Architect nor any design consultant or professional, other consultant, or employee of the Architect shall own or claim a copyright in the Work Product, and unless otherwise indicated, the Owner will own them and have all common law, statutory, and other reserved rights, in addition to the copyright, upon creation of the Work Product. To this end, Architect agrees and does hereby assign, grant, transfer, and convey to Owner, its successors and assigns, Architect's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Architect confirms that Owner shall own Architect's right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). All copies of Work Product, except the Architect's record set, shall be returned or suitably accounted for to the Owner upon completion of the Work. The Work Product and copies thereof furnished to the Architect are for use solely with respect to this Project unless approved in advance by the Owner. They are not to be used by the Architect on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Architect is authorized to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of its services under this Agreement. All copies made under this authorization may bear the statutory copyright notice, if any, shown on the Work Product and shall be returned to Owner at the completion of the Work as set forth herein. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in dereliction of the Owner's copyrights or other reserved rights. Except for its record set, Architect shall deliver all copies of the Work Product to Owner upon the earlier to occur of the Owner's request, completion of the Work, or termination of this Agreement for any reason. In exchange for the rights granted herein, the Owner agrees not to sell the Work Product created by the Architect or any design professional or consultant to any third party, but may provide a copy of the Work Product to a subsequent purchaser or transferee in connection with the sale of or transfer of title to the building or structure to which the applicable Work Product pertains. Notwithstanding the foregoing, any intellectual property owned by the Architect prior to the performance of services under this Agreement, such as standard details and specifications that are not specific to this Project or any Sub-Project, shall remain the property of the Architect.

§ 7.2 Intentionally deleted.

§ 7.3 Intentionally deleted.

§ 7.3.1 Intentionally deleted.

§ 7.4 Intentionally deleted.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement for any reason.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 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 requirements of the

binding dispute resolution selected in this Agreement and within the period specified by applicable law, but in any case not more than twelve (12) years after the date of Substantial Completion of the Work.

§ 8.1.2 By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provide herein and as specifically authorized by law.

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement. In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party, provided such costs are commercially insurable.

§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Signed, written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 Intentionally deleted.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)
(Paragraphs deleted)

§ 8.3 Arbitration

§ 8.3.1 Intentionally deleted.

§ 8.3.1.1 Intentionally deleted.

§ 8.3.2 Intentionally deleted.

§ 8.3.3 Intentionally deleted.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Intentionally deleted.

§ 8.3.4.2 Intentionally deleted.

§ 8.3.4.3 Intentionally deleted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make timely payments of any undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement if not cured by the Owner within ten (10) days following notice of any past-due payment, in accordance with Texas Government Code Chapter 2251. The Architect shall not be allowed to suspend the Architect's performance of services under this Agreement for nonpayment by Owner of disputed amounts. If the Architect fails to perform without good cause as required under this Agreement, including the failure to perform within the time and schedule required, such failure shall be considered a material breach and shall be cause for termination by Owner. For the Architect's failure to perform that does not affect the Owner's construction schedule, the Architect shall have ten (10) days from written notice of the Owner to cure any such breach before the Owner either suspends payment or terminates the Agreement.

§ 9.2 If the Owner suspends the Project for more than ninety (90) consecutive days, through no fault of the Architect, the Architect may be compensated for any undisputed amounts for services reasonably and necessarily performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for direct, actual and verifiable expenses reasonably and necessarily incurred and not able to be recovered that were caused by the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if the Architect is unable to make up for the time and perform its services within the time period agreed upon by the Owner and Architect.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven (7) days' written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7

(Paragraphs deleted)

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 or relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Sections 9.7 and 11.9.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event that litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Travis County, Texas. As a material consideration of the making of this Agreement, this Agreement and the modifications to this Agreement shall not be construed against the author of said Agreement and modifications.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract, as modified by the Owner for the Project.

§ 10.3 The person signing below on behalf of the Architect warrants that he/she has the authority to execute this Agreement according to its terms. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, administrators, executors, trustees and legal representatives to this Agreement and all of the rights, obligations, terms, provisions, and conditions herein and included in any Exhibits. The Owner and the Architect recognize that this Agreement is based upon the skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement. .

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall execute certificates consistent with the Architect's standard of care pursuant to this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect, including any relationship in the nature of a third-party beneficiary.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the Architect's acts or omissions, consistent with the standard of care as defined herein, introduced or caused or allowed to be introduced, said hazardous materials or toxic substances to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 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, but may not photograph students without prior written parental consent. 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. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate

the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq..

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable.

§ 10.10 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

§ 10.11 Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

§ 10.12 To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 Contracting Information:

- .1** By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.
- .2** The Architect must:
 - .1** Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 - .2** Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
 - .3** On completion of the Contract, either:

- .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
- .3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.
 - .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.
 - .5 If a Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 10.14 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.

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

§ 10.16 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.

§ 10.17 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.

§ 10.18 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 eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.19 ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION

§ 10.19.1 Pursuant to Texas Government Code Chapter 2271, the Consultant represents and warrants to the Owner that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.19.2 Consultant verified and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 10.19.3 The Consultant represents and warrants to the Owner that the Consultant does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

§ 10.19.4 The Consultant represents and warrants to the Owner that the Consultant does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

§ 10.20 CRIMINAL HISTORY RECORD CHECKS

§ 10.20.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22.0834 or cause such information to be provided to Owner, the Texas Department of Public Safety ("DPS") or such entity as is designated by Owner for any employees required by statute to submit to a fingerprint-based background check through the DPS FACT Clearinghouse of Texas. Architect will cooperate with Owner to determine which Architect employees, if any, are required to submit to such background check. Before beginning any Work on the Project, Owner and Architect will confer and ensure that any such required employees undergo a check, and Architect shall fully cooperate with Owner during this process. Upon request by Owner, Architect will provide any requested information regarding applicable employees, so that the Owner may obtain criminal history recommended information on such employees. Architect shall assume all expenses associated with obtaining criminal history record information.

§ 10.20.2 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, including any such information shared by Owner, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) 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 of Architect's subcontractors will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 10.20.3 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 designed 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 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

§ 10.20.4 Any subcontractor entity of the Architect shall be required by the terms of their contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured in accordance with Texas Government Code Section 2251.051(c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.8 and 11.10.2.2 of this Agreement. Subject to the forgoing, the amount of the Architect's compensation shall be as follows:

.1 Stipulated Sum

N/A

.2 Percentage Basis

8.5% of the Cost of Work

(Paragraphs deleted)

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein.

§ 11.2 For Additional Services approved in writing by the Owner prior to the performance of such services and subject to any other limitations set forth herein, the Owner shall compensate the Architect

(Paragraphs deleted)

on an hourly rate as set forth in Section 11.7.

§ 11.3

(Paragraphs deleted)

Intentionally deleted.

§ 11.4 Compensation for

(Paragraphs deleted)

Additional Services of the Architect’s consultants, that are not part of Basic Services, will be made in accordance with Section 11.7.

§ 11.5 Payment for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each phase for each Project as listed below shall equal the following percentages of the total basic compensation:

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed including items for alternate bid, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants that are performed on an hourly basis, whether as Additional Services or as otherwise defined in a project addendum, are set forth below, or in the case of consultants, shall be set forth in a project addendum.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B for Architect rates. Architect’s consultant’s rates shall be set forth in project addendums.

Employee or Category

Rate (\$0.00)

Init.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses as defined and described herein and below are in addition to compensation for Basic and Additional Services and consist of and shall mean the actual, reasonable and verifiable expenses necessarily incurred by the Architect and the Architect’s consultants directly related to the Project, and for which the Architect has submitted supporting documentation as follows:

- .1 Intentionally deleted;
- .2 Intentionally deleted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, if authorized in advance by the Owner in writing;
- .4 Printing, reproductions, plots, and standard form documents and courier expenses. The Architect shall obtain approval of the type and quantity of the bid documents to be produced. Unauthorized printing, reproductions, plots and standard form documents shall be at no cost to the Owner;
- .5 Intentionally deleted;
- .6 Intentionally deleted;
- .7 Intentionally deleted;
- .8 Intentionally deleted
- .9 Intentionally deleted;
- .10 Intentionally deleted
- .11 Intentionally deleted; and
- .12 Other similar Project-related expenses, if approved in advance by the Owner in writing.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants. Markups on Reimbursable Expenses are not allowed.

§ 11.9 Compensation for Use of Architect’s Instruments of Services. 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, to the extent allowed by this Agreement.

Intentionally deleted.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 Intentionally deleted.

§ 11.10.1.2 Intentionally deleted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services completed and approved shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. *(Paragraphs deleted)*

Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall not bear interest.

§ 11.10.2.2 After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect’s services and obligations under any part of this Agreement. .

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon presentation of Architect’s progress payment applications.

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 INDEMNITY

Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN (10) YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO (2) YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH 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 DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEYS' FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACTOR, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any persons, 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.

§ 12.1.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. It is understood and agreed that Subparagraph 12.1 above is subject to, and expressly limited by, the terms and conditions of Tex. Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 12.2 RECORDS RETENTION

If the Architect has not delivered all documents and records relating to this Project to the Owner, the Architect shall keep all accounting and construction records on the Project after Final Completion of the Project for at least the number of years required by the Texas Record Retention laws, in order for the Owner to comply with its records retention requirements, per the Texas Government Code Chapter 441, Subchapter L and the Texas Library and Archives Commission's Schedule.

§ 12.3 COMPLAINTS

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

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement constitutes the entire agreement and contract between the parties hereto and supersedes all prior or contemporaneous agreements, either written or oral. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing. This Agreement may be amended only by written instrument signed by both Owner and Architect.

Init.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and
(Paragraphs deleted)

Architect, as amended for this Project.

.2 Intentionally deleted.

.3 Exhibits:

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

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits
and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Insurance Requirements

Exhibit B – Hourly Rates

(Paragraphs deleted)

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

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

CLAYCOMB & ASSOCIATES ARCHITECTS

OWNER (Signature)

Paul Norton, Superintendent

(Printed name and title)

ARCHITECT (Signature)

Bo Ledoux, President

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

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:40:00 ET on 03/05/2024.

PAGE 1

AGREEMENT made as of the 20th day of March in the year 2024

...

Lake Travis ISD
3322 Ranch Rd. 620 S.
Austin, TX 78738
Telephone: 512-533-6000

...

Claycomb & Associates Architects
5113 Southwest Parkway, Suite 100
Austin, TX 78735
Telephone: (512) 263-7940

...

LTISD 2022 Bond Program

PAGE 2

13 SCOPE OF THE AGREEMENT INCLUDING EXHIBITS

...

§ 1.1 This Agreement is based on the ~~Initial Information set forth in this Section 1.1.~~ information and assumptions set forth in this Article 1 and other documents listed in this Agreement as exhibits in Section 13.2, including any individual project addendums.
~~(For The Architect will provide comprehensive architectural and engineering services, as applicable, to include the design of the Project, creation of Construction Documents and construction administration for the Project in accordance with the Owner's Request for Proposals, Architect's Proposal, the Owner's Program documents, this Agreement with all exhibits, and all standard and typical interpretations of applicable laws.~~ (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

...

LTISD 2022 Bond Program

...

LTISD 2022 Bond Program

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.) Work.

\$22,347,949

§ 1.1.4 The Owner's anticipated design and construction milestone dates: dates for commencement of design, construction and of Substantial Completion and Final Completion of the Work are set forth as follows:

PAGE 3

March 2024 – April 2024

Construction Documents – May 2024 – August/September 2024

.2 ~~Construction~~ Notice to Proceed/Construction commencement date: TBD

.3 ~~Substantial Completion date or dates:~~
and Final Completion dates: TBD

...

See any Project addendums

...

Construction Manager at Risk

...

Not applicable.

...

Not applicable.

...

Robert Winovitch
Director of Facilities
winovitchr@ltschools.org

...

Not applicable.

...

.1 ~~Geotechnical Engineer: Surveyor~~
Early Surveying

.2 ~~Civil Engineer: AV~~
Al Vickers

.3 ~~Other, if any:~~ 3 Geotechnical
(List any other consultants and contractors retained by the Owner.)

Raba Kistner

Cody Holt
Bo Ledoux
Claycomb & Associates Architects
5113 Southwest Pkwy, Suite 100
Austin, TX 78735
Telephone: 512-263-7940

...

~~.1 Structural-Civil Engineer:~~
Malone Wheeler

~~.2 Mechanical Engineer:~~ .2 Landscape Architect

~~.3 Electrical Engineer:~~

Blu Fish Collaborative

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

...

N/A

§ 1.2 ~~The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~ may adjust the schedule as mutually agreed upon by the parties, which may include any agreed upon adjustments (either upward or downward) to the Architect’s services and the Architect’s compensation and to be adjusted by amendment to this Agreement as approved by the Owner, including any changes required to be approved by the Owner’s Board of Trustees.

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

§ 1.3.1 ~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying~~

party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Intentionally deleted.

...

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. Agreement, including any exhibits, if applicable, that are necessary and reasonably inferable to complete the Project, each phase of the Project. The Architect shall allocate adequate time, personnel, and resources as necessary to perform its services. The Architect shall review the program furnished by the Owner to ascertain the specific requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. The Architect shall include in the Project all components of the Owner's program, as determined by the Owner, unless specific written authorization to delete a component is received from the Owner. Any civil, structural, mechanical, or electrical engineering plans and specifications or opinions of probable costs for construction must be prepared by or under the supervision of a registered professional engineer or a registered architect, whichever is applicable. The Architect shall provide to the Owner all plans, specifications, drawings and Construction Documents within the Architect's scope of services and provide such documents in electronic format. If requested by the Owner, the Architect shall assist the Owner in reviewing responses to competitive procurement documents.

§ 2.2 The Architect agrees and acknowledges that the Owner is entering into this Agreement in reliance on the Architect's competence, qualifications and its professional abilities with respect to performing the Architect's services, duties and obligations under this Agreement. The Architect shall use professional efforts, skill, judgment, and abilities in performing Architect's services in accordance with the usual and customary professional standards of care, skill and diligence prevailing among architects in Travis County, Texas, skilled in the design for projects of similar scope. The Architect shall diligently perform all services under this Agreement and shall strive to further the interest of the Owner in accordance with the Owner's program and requirements and procedures. All of the Architect's services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work. The Architect's services shall be reasonably accurate and reasonably free from any material errors or omissions. The Owner shall have the right to reject any of the Architect's services because of any default or defect in the Project due to any material errors or omissions in the plans, drawings, specifications, and other materials prepared by the Architect or its consultants. Neither acceptance nor approval of the Architect's services by the Owner shall relieve the Architect of any of its professional duties or release it from any liability, it being understood that the Owner is, at all times, relying upon the Architect for its skill and knowledge in performing the Architect's services. The Architect's schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which the Architect has control shall not be exceeded without approval from the Owner. The Architect knows of no obligations, commitments, or impediments of any kind that will limit or prevent performance by the Architect of its services. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect ~~shall identify a~~ identifies the following person as its designated representative authorized to act on behalf of the Architect with respect to the Project. Project: Bo Ledoux and Cody Holt.

§ 2.4 ~~Except with the Owner's knowledge and consent, the~~ The Architect shall not engage in any activity, or accept any employment, interest interest, or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. Project or otherwise be contrary to the Owner's policies and procedures or applicable law, including any conflict of interest provisions.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. Prior to performing services on the Project under this Agreement, the Architect shall procure and maintain insurance of the type and amount set forth in this Section 2.5 and in Exhibit A, attached and incorporated herein, to protect the Architect and Owner from claims arising out of the performance of the professional services under this Agreement and caused by negligent acts, errors, or omissions, of the Architect, such insurance shall have an effective date prior to the beginning of design by Architect. The Architect shall maintain its

insurance in full force and effect during the term of this Agreement and after the completion of services under this Agreement until not less than two (2) years from the final completion of all construction of this Project, if commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than (10) years (or twelve (12) years as allowed by Texas Civil Practice and Remedies Code Section 16.008) from the final completion of all construction of this Project as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit or reduce the number of years of any limitations period set forth in Chapter 16 of the Texas Civil Practices and Remedies Code or any other statute that provides a time frame for bringing a claim. 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 with the Owner a new certificate of coverage and endorsements, and if requested by the Owner, also a copy of the policy, showing that coverage has been extended. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for comprehensive general liability, comprehensive automobile liability, and umbrella liability. Insurance shall be obtained from companies authorized to do business in the State of Texas by the Texas Department of Insurance with the rating indicated in Exhibit A. Prior to the commencement of services under this Agreement, the Architect shall provide the Owner with a copy of all certificates and endorsements for the insurance required under this Agreement and if requested by the Owner, a copy of all policies.

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. Intentionally deleted.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Intentionally deleted.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Intentionally deleted.~~

~~§ 2.5.4 Workers' Compensation at statutory limits. Intentionally deleted.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. Intentionally deleted.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate. Intentionally deleted.~~

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. All insurance coverage shall be issued on an Occurrence form (except Professional Liability insurance, which may be issued on a "Claims Made" form if an Occurrence form is not commercially available). Certificates must include a 60-day notice of cancellation to any of the policies or equivalents specifically naming the Owner. A waiver of subrogation clause in favor of the Owner shall be attached to the Workers Compensation, General Liability and Automobile Liability. All Engineers or other Consultants retained by the Architect shall carry and produce evidence of the same amounts of insurance coverage under the same conditions described above, and of a type acceptable to the Owner, unless different coverage is agreed to in advance by the Owner.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Architect's failure to comply with the insurance requirements set forth in Section 2.5 shall constitute a breach of this Agreement by the Architect and entitles the Owner to declare the Agreement void if the Architect does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

§ 3.1 The Architect's Basic Services, as applicable to the individual Project, consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.3, other provisions of this Agreement and otherwise designated as Basic Services elsewhere in this Agreement and include, without limitation, usual and customary design, structural, mechanical, electrical, plumbing, lighting, architecture, acoustics, interiors, and consulting services, unless otherwise revised by Section 4.1. Without limitation, Basic Services shall further include any services designated as such by Article 4.1. The Architect shall not be relieved of any obligation to perform in accordance with the standard of care applicable to licensed architects in the State of Texas under the same or similar circumstances, regardless of whether or not a specific responsibility or task is included or identified in this Agreement.

§ 3.1.1 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 for the Project and in accordance with the AIA Document A201-2017™, General Conditions of the Contract for Construction, as amended for the Project (sometimes referred to as the "General Conditions of the Contract"), consult with the Owner and Owner's designated representative, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner, progress to the Owner through the issuance of progress reports to Owner and Contractor (where applicable, the term "Contractor" shall be inclusive of the Construction Manager), as more specifically defined hereafter. Architect agrees that the AIA Document A201-2017™, as amended for this Project, 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.

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

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall carefully study the information provided by the Owner relative to the Project; shall visit and carefully observe the site where the Project is to be located and the surroundings and adjacent areas; observe any conditions at the site affecting or that might affect the Project; evaluate the location and nature of the Work to be performed; review the geotechnical reports for the nature of the ground and subsoil, the form and nature of the site, and the subsurface conditions of the site if required for the Project; take field measurements of any existing conditions; familiarize itself with the local conditions under which the Project is to be constructed and the construction work is to be performed; examine the location and character of existing or adjacent work or structures; and assess the general character and accessibility of the site. Without limiting any other obligations of the Architect set forth in this Agreement, the Architect shall make recommendations to the Owner for the location of any geotechnical testing if required for the Project. The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, consultants through the Owner's designated representative. The Architect reasonably may rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants; however, the Owner does not warrant or guarantee the accuracy or completeness of such services or related information, or that any documents or information otherwise provided to the Architect accurately reflects the conditions at the site or of the Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated. The Architect and the Owner agree that the initial schedule for performance of the Architect's services are as set forth in this

Agreement. The schedule includes dates for the commencement of construction and the dates 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 review, for the performance of the Owner's consultants, and for approval and/or coordination of submissions by authorities having jurisdiction over the Project. ~~Once approved by the Owner, Subject to any agreed upon changes to the dates established in this Agreement and except for any reasonable cause proven to have actually affected such dates, time limits established by the schedule shall not, except for reasonable cause, not~~ be exceeded by the Architect or Owner. Architect. With the Owner's prior approval, for reasonable cause, 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.

§ 3.1.4 ~~The Matters of aesthetics are within the Owner's sole discretion. Except as provided in this Agreement or the Contract for Construction between the Owner and the Contractor, the Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written substitution made without the Architect's approval.~~

§ 3.1.5 The Architect shall review and shall perform its services in compliance with applicable national, federal, municipal, and state of Texas laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction in effect at the time of performance and as reasonably interpreted. The Architect shall review and be responsible for compliance with laws, codes and regulations applicable to the Architect's services, including without limitation, school facility standards found in 19 Texas Administrative Code, Chapter 61, subchapter CC and Texas Health and Safety Code Section 341.065, if applicable to this Project. 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 the policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall certify that it has reviewed the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and used the 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's signature and seal on the Construction Documents shall certify compliance. The 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. The 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 reasonable interpretations of the Americans with Disabilities Act, federal regulations interpreting the Americans With Disabilities Act, Texas Government Code Chapter 469, and all requirements or standards of the Texas Department of Licensing and Regulation. The Architect shall make any and all revisions to the Drawings until the Building and/or Project receives approval through the process defined by the Elimination of Architectural Barriers program of the Texas Department of Licensing and Regulation. It shall be the responsibility of the Architect to address revisions or amendments to applicable codes or standards which arise after the date of execution of the Agreement. The Architect shall, at appropriate times, contact the governmental authorities required to coordinate and/or approve the Construction Documents and the entities providing utility services to the Project. ~~The In designing the Project, the Architect shall respond to applicable design requirements imposed by those authorities and entities such governmental authorities and by such entities providing utility services. Design of the extension of utility services necessary for completion of the project, but not provided by entities providing utility services to the Project, shall be conducted by the Architect. The cost of construction of the lines designed by the Architect shall be considered a Cost of the Work and the Architect shall be compensated for such design work as a Cost of the Work. In the event that the utility extension work is to be issued as a separate package from the Project for bidding or construction, or is to be completed on a timeline that is different from the Project, the Architect may be entitled to additional services instead of including such work within the Cost of the Work. Requests for additional services shall be submitted in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.~~

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for ~~the coordination and/or approval of governmental authorities having jurisdiction over the Project.~~

§ 3.1.7 The Architect is responsible for hiring and coordinating the work of all of its consultants so that their services are appropriate for and adequately incorporated into the design of the Project. The Owner reserves the right, in its sole discretion, to reject the employment by the Architect of any consultant for the Project to which the Owner has reasonable objection. The Architect, however, shall not be required to contract with any consultant to which it has a

reasonable objection. The Architect shall pay for its consultants' services out of its fees. The Owner is not responsible for any consultant fee or costs unless expressly agreed to in writing.

§ 3.1.8 The Architect's senior principal or other representative as defined herein who is responsible for managing the Project shall not be changed without the prior written approval of the Owner. The day-to-day Project team will be led by the senior principal or other representative as identified herein unless otherwise directed by the Owner or prevented by factors beyond the control of the Architect.

§ 3.1.9 The Architect shall not engage in any activity or course of conduct which is detrimental to the Project's best interest. The Architect shall take reasonable steps necessary to seek compliance so that the Construction Documents are adhered to by the Contractor. The Owner's decisions on matters relating to aesthetic effect shall be final.

PAGE 8

§ 3.2.1 The Architect shall review ~~the program~~ and conform to the Owner's approved Project program, preliminary design, budget and schedule of phases of work and other information furnished by the Owner, and shall review and follow all laws, codes, and regulations applicable to the Architect's ~~services~~, as set forth in Section 3.1.5 or elsewhere in this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, and preliminary design, schedule, budget for the Cost of the Work, Project site, ~~the proposed procurement and delivery method, the Work (limited to project elements within the Architect's scope), Project site, and the proposed procurement and delivery method~~ and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the ~~information, Initial Information or other information provided to or obtained by the Architect,~~ and (2) other information or consulting services that may be reasonably needed ~~for~~ for the Project. The Architect shall visit the Owner's Project site and shall provide to Owner an 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 address with the Owner any existing easement or rights-of-way which may interfere with Owner's Project. As soon as practicable after execution of this Agreement and, if possible, before Owner's Board of Trustees designates a method of construction contract procurement, the Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner in writing of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

§ 3.2.3 The Architect shall present ~~its a~~ preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of ~~the Project, the Project, conforming all standards and work to be done with the Owner's budget, including the feasibility of incorporating environmentally responsible design approaches.~~ The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project ~~requirements agreed upon with the Owner, the requirements,~~ the Architect shall prepare and ~~present, present~~ for the Owner's approval, ~~a approval~~ a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's agreement with the Design Documents and Owner's approval of the Architect's preliminary construction cost estimate and any recommended changes to the schedule; provided, however, this approval shall not relieve the Architect of the Architect's responsibility and liability to provide documents reasonably free of material defects as required by the standard of care.

§ 3.2.5 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 ~~representations. Preliminary selections of modeling.~~ The Schematic Design Documents shall show major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall ~~consider sustainable~~ If applicable, the Architect shall investigate environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations

based on program and aesthetics, in developing and recommending a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

§ 3.2.5.2 ~~The Architect shall consider~~ 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/program/preliminary design and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 ~~The Architect shall submit to the Owner an~~ When the Project requirements have been sufficiently identified, including Owner's budgetary constraints, programmatic needs, and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities, the Architect, and if applicable, the Construction Manager at Risk, shall prepare a preliminary estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 ~~The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's~~ Owner by the date set forth in the Initial Information; advise the Owner in writing, that documents are in compliance with applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and request the Owner's approval. Architect shall not proceed to the Design Development Phase without the approval of Owner's Board of Trustees or the Board's designee; provided, however, this approval shall not relieve Architect of Architect's responsibility under the terms of the Agreement. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

PAGE 9

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. ~~The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. 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 other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.~~

§ 3.3.2 ~~The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3 and shall conform the estimated Cost of Work to the Owner's budget. Such estimate of the Cost of the Work shall not exceed the Owner's limitations, unless agreed to in writing by the Owner.~~

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner by the date set by the Owner, advise the Owner in writing that documents are in compliance with reasonable interpretations of applicable law, including 19 Texas Administrative Code Chapter 61, Subchapter CC, if applicable, and of any and all adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.3.4 Before proceeding to the Construction Document Phase, the Architect shall obtain the Owner's approval and acceptance of the Design Development Documents and updated budget for the Cost of the Work; provided, however, this approval shall not relieve the Architect of the Architect's responsibilities under the terms of this Agreement. The Architect shall bear full responsibility and all resulting excess costs incurred by the Architect in proceeding without the Owner's approval.

PAGE 10

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the ~~Work, Work;~~ the Owner's educational program; and any educational specifications and requirements set forth in 19 Texas Administrative Code, Chapter 61, Subchapter CC, the Architect shall prepare Construction Documents for the Owner's approval. "Construction Documents" means the 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 of construction of the Project. The Construction Documents shall illustrate

and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications and Specifications, schedules, diagrams, and other documents as are necessary to construct the Project, setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform The Construction Documents shall reflect the agreements between the Owner and the Architect concerning the Owner's budgetary constraints, programmatic needs and expectations as to quality, functionality of systems, maintenance costs, and usable life of equipment and facilities. The Construction Documents shall provide information as is reasonably necessary for the use of the Construction Documents by the Contractor and those in the building trades and construction industry to perform the Work and shall include documents required for regulatory agency approvals. The Construction Documents shall set forth in detail the requirements for construction of the Project that comply with reasonable interpretations of applicable laws, ordinances, codes, rules, and regulations, as of the date of issuance of Construction Documents including the current interpretation of Title IX, Texas Accessibility Standards, and regulations promulgated by the Texas Education Agency (TEA) for facility standards, which shall be reasonably free of design defects or omissions. The Architect's or engineer's signature indicates that the Architect or engineer has exercised the standard of care as defined herein. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its obligations, responsibilities, or liability to the Owner under this Agreement. 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 3.6.4.

...

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that which describes the time, place, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual Conditions as amended for the Project. After consultation with the Owner, the Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications, Specifications and may include bidding requirements and sample forms. As required by law, all bid or proposal documents and contracts shall include, if applicable, all required information related to trench excavation safety. Texas Health and Safety Code Section 756.021 *et seq.* Proposal documents shall contain the prevailing wage rates in accordance with Chapter 2258 of the Texas Government Code; the adopted prevailing wage rates for the Project are indicated in the Contract Documents. The Architect shall include in the Project specifications the requirement that payment and performance bonds are to comply with the requirements of the Texas Insurance Code Chapter 3503 and the Texas Government Code Chapter 2253; that all insurance companies or sureties are licensed to do business in the State of Texas; and, where bond amounts exceed \$100,000, insurance companies or sureties hold a certificate of authority from the United States 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 United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. The Owner and the Architect reserve the right to rely on the United States Secretary of the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3-Work. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the Scope of the Work, but in doing so, shall not delete any essential element of the Project. Architect shall present the redesign to Owner for Owner's approval as provided herein, and, in doing so, shall notify Owner, in writing, of the actions taken to bring the Project into Owner's budget. If Architect is unable to redesign the Project to meet Owner's budgetary, programmatic, and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality, or budget. Owner shall consider Architect's recommendations but shall decide, in its discretion, what adjustments to make.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval by

the date established by the Owner. Architect shall not proceed to the Procurement Phase without the approval of Owner's Board of Trustees, or Board designee; provided, however, this approval shall not relieve Architect of Architect's responsibility and liability to provide documents which are sufficient for Owner to complete the construction of the Project and are free from material defects or omissions. Architect shall bear full responsibility for any and all resulting excess costs incurred by Architect in proceeding without required approval.

3.4.6 After Owner's approval of the Construction Documents, the Architect may make or approve changes in the Work only to the extent those changes do not involve an adjustment to the Guaranteed Maximum Price or the Contract time. The Architect must have the Owner's prior written consent before making any changes that involve an adjustment to the Guaranteed Maximum Price or Contract time. The Architect shall be liable to Owner for any damages arising from or caused by any changes to the Work made or approved by the Architect without the Owner's prior written consent.

3.4.7 Pursuant to 19 Texas Administrative Code §61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Completion form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the Construction Documents and that these documents conform with the provisions of 19 TAC §61.1036.
- .2 It has performed a building code search under applicable regulations that may influence the project, and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC §61.1036 based on the long-range school facility plan and/or educational specifications, building codes specifications, and all documented changes to the Construction Documents provided by the District.

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

PAGE 11

The As applicable, the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, or at such time as is appropriate for the Project, 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. The Owner will select the method that provides the best value for the Project.

PAGE 12

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. As used herein, the terms "bid," "Bid," "Bidding," and "Bidding Documents" shall include and mean any form of competitive procurement selected by the Owner and the applicable documents related thereto under Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

§ 3.5.2.2 The Architect shall assist the ~~Owner~~ Owner, as applicable, in bidding the Project by:

- .1 ~~facilitating the distribution of Bidding Documents~~ if requested by the Owner, assist in preparation of bid documents;
- .2 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .3 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;
- .2 — .4 organizing and conducting a pre-bid conference for prospective bidders;
- .3 — .5 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 — .6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the ~~Owner~~ Owner;
- .7 organizing and participating in selection interviews with prospective contractors and

.8 if requested by Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of negotiating results, as directed by Owner

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. 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 with Owner's overall budget for the Project.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents. As applicable, the Architect shall assist the Owner in obtaining construction services and shall assist the Owner in awarding and preparing contracts for construction.~~

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

- .1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 — organizing and participating in selection interviews with prospective contractors;
- .3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 — participating in negotiations with prospective contractors, by participating in negotiations with prospective contractors and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. The Architect shall review, in conjunction with 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.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as amended for the Project and as specified in Section 3.1.1 herein. While on Owner's property and throughout Architect's services under this Agreement, the Architect shall comply with the policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services. ~~Services, attend meetings with the Contractor as requested, and issue written project reports if requested.~~ The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. ~~Agreement and subject to any limitations in law applicable to public school districts. 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 material 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.~~

§ 3.6.1.3 ~~Subject to Section 4.2 and except as provided in Section 3.6.6.5, the~~ 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 upon final completion of the Construction Phase after the Architect determines that the Contractor has completed all work required by the Contract Documents including all punch list deficiencies and completion of one-year warranty phase services.

PAGE 13

§ 3.6.2.1 ~~The Architect shall visit the site at least once per week (or more often, in accordance with industry standards or Owner's reasonable request) and at other intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the~~ to (1) observe the progress and quality of the Work completed, (2) to reject any material, observed non-conforming 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, (4) to endeavor to guard the Owner against defects and deficiencies in the Work; (5) to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. ~~substantial accordance with the Contract Documents and on time; and (6) to document the progress of the Work, in written and photographic form as appropriate. Architect will attend job site meetings as requested.~~

§ 3.6.2.2 ~~The Architect has the authority to reject Work that does not conform to the Contract Documents. Architect shall promptly notify Owner and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Contract Documents and shall notify Owner of all corrective actions taken or recommended. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. Performance of any additional inspection or testing required by the Architect, which would result in additional cost to the Owner, shall require advance notice to and written approval of the Owner. However, neither this authority of the Architect-Architect, nor a decision made in good faith either to exercise exercise, or not to exercise such authority-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. The testing or inspections required by this Section are subject to the requirements of Chapter 2269 of the Texas Government Code.~~

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

§ 3.6.2.4 ~~Interpretations and decisions-recommendations of the Architect shall be consistent with the intent of, of and reasonably inferable from, 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, the Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims-The Architect shall promptly render initial written recommendations on Claims, disputes and other matters in question between the Owner and Contractor as provided in the Contract Documents.~~

...

§ 3.6.3.1 ~~The Architect shall observe the progress of the Work, evaluate, review and certify the amounts due the Contractor and shall issue certificates in such amounts, such amounts, if such amounts are validly requested, within seven days of receipt of the Contractor's application for payment. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge,~~

~~information and belief, that the Work has progressed to the point indicated, indicated and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) Documents. The foregoing representations are subject (1) to an 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. The term "certify" as used by the Architect shall mean to state or declare a professional opinion in accordance with professional standards exercised by Architect in Travis County, Texas, of conditions known at the time such certifications are made. The Architect's certification of certain information or conditions in no way relieves the Contractor from meeting requirements imposed by contract or other means, including commonly accepted industry standards.~~

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the ~~Work, Work except as otherwise required by this Agreement,~~ (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

PAGE 14

~~**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.~~

§ 3.6.4.1 The Architect shall review the Contractor's proposed submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

~~**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions ~~or or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.~~ The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall promptly report in writing to the Contractor and the 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, roofing, foundations, outward appearance, color schemes, floor plans, building materials, or equipment without the Owner's prior written consent.~~

~~**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, ~~materials, materials~~ or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~and take appropriate action on~~ Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely ~~upon, and shall not be responsible for, the adequacy and accuracy upon the adequacy, accuracy and completeness~~ of the services, certifications, and approvals performed or provided by such design ~~professionals.~~ professionals, provided that the Owner does not guarantee or warrant the accuracy of same.~~

~~**§ 3.6.4.4** Subject to Section 4.2, the~~ **§ 3.6.4.4** The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the

specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information~~ information at no additional charge to the Owner, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

PAGE 15

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. With notice to and consent from the Owner, the Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, or an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services of the Architect.

...

§ 3.6.5.3 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data, and provide other services in connection with Proposal Requests; Architect's Supplemental Instructions; Change Orders; Allowance Authorization Expenditures; and Construction Change Directives at no additional expense to the Owner, whether initiated by the Owner, the Contractor or the Architect.

§ 3.6.5.4 The Architect shall prepare a set of reproducible record drawings and record specifications showing significant changes made during construction based upon unverified marked-up prints, drawings and other data furnished by the Contractor to the Architect or based on the Architect's revisions. The drawings and specification records furnished by the Architect to the Owner shall be in native drawing format and be accompanied by a printed copy of the drawings and specifications.

...

- .1 conduct ~~inspections~~ jobsite observations to determine the date or dates of Substantial Completion and the date of ~~final completion~~ Final Completion;
- .2 issue Certificates of Substantial Completion and of Final Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; ~~and,~~
- .4 issue a final Certificate for Payment based upon a final inspection indicating ~~that, that~~ to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract ~~Documents~~. Documents; and
- .5 for any Work that exceeds \$50,000, Architect shall schedule and ensure completion of inspections with the Texas Department of Licensing and Regulation as required by Texas Government Code Section 469.105.

§ 3.6.6.2 The Architect's ~~inspections~~ jobsite observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's jobsite observations shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 ~~When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.~~ Intentionally deleted.

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance, including, without limitation, to identify material defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Supplemental Additional Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate. As applicable, the Architect shall furnish or provide the services below as Basic Services without additional compensation unless it is indicated below to be an Additional Service, in which case the Additional Service, if requested by the Owner and approved in writing in advance, shall be compensated to the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Architect – Basic Service</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect – Basic Service</u>
§ 4.1.1.3 Measured drawings	<u>Architect – Additional Services</u>
§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect – Basic Service</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect – Basic Service</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Architect – Basic Service</u>
§ 4.1.1.8 Civil engineering	<u>Architect – Basic Service</u>
§ 4.1.1.9 Landscape design	<u>Architect – Basic Service</u>
§ 4.1.1.10 Architectural interior design	<u>Architect – Basic Service</u>
§ 4.1.1.11 Value analysis	<u>Architect – Basic Service</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13 On-site project representation	<u>Not provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect – Basic Service</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect – Basic Service</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18 Facility support services	<u>Not provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect – Basic Service</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect – Basic Service</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect – Additional Services</u>
§ 4.1.1.23 Commissioning / Testing and Balance	<u>Owner</u>

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided</u>
§ 4.1.1.26 Alternate bid items	<u>Architect – Additional Service</u>
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	<u>Not provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect - Additional</u>
§ 4.1.1.29 Warranty Phase Support Services	<u>Architect – Basic Service</u>
§ 4.1.1.29 Other services provided by specialty Consultants § 4.1.1.30 Land Surveying	<u>Civil Engineer / Architect – Additional Service</u> <u>Pass Through</u>
4.1.1.31 Geotechnical Services	<u>Owner</u>
§ 4.1.1.30 Other Supplemental Services 4.1.1.32 Environmental	<u>Owner</u>

PAGE 17

4.1.1.39 Traffic Design	<u>Owner</u>
4.1.1.40 TAS Review / Inspection	<u>Architect – Additional Service</u>

...

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below:

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.) Intentionally deleted.

...

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below. Intentionally deleted.

...

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

...

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. Additional services beyond those described as Basic Services in this Agreement may be provided after execution of this Agreement, without invalidating the Agreement if agreed to by the Owner before performance of any such services. The Owner shall have no obligation to pay for any Additional Services performed unless and until the Owner agrees to such Additional Services in writing and to the amount of increase in compensation for same and signed by the Owner. If the Owner deems that all or a part of such Additional Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. 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.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect may be entitled to an adjustment and shall not proceed to provide the following Additional Services-services until the Architect receives the Owner's written authorization:authorization. Subject to the limits and requirements set forth in this Agreement, the following would be considered Additional Services:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material-significant change in the scope of 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, except when such change is required due to an error or omission of the Architect or any of the Architect's consultants;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;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 necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;and approved Instruments of Service necessitated by enactment or revision of codes, laws, or regulations, or official interpretations ;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- .6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 ~~Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; and~~
- .9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~
- .10 ~~.5 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,~~
- .11 ~~Assistance to the Initial Decision Maker, if other than the Architect.construction.~~

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

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

PAGE 18

- .1 ~~(—)Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the ContractorContractor;~~
- .2 ~~(—)visits Three (3) Visits to the site by the Architect during construction as required by Section 3.6.2.1;~~

3. ~~(—)Three (3) inspections for any each portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and~~
4. ~~(—)Three (3) inspections for any each portion of the Work to determine final completion.~~

~~§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.~~Intentionally deleted.

~~§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~Intentionally deleted.

...

~~§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.~~consult with the Architect regarding the Owner's contemplated objectives, schedule constraints and criteria, requirements for and limitations on the Project site requirements, and will provide timely information as reasonably may be necessary for the Architect to provide Architectural services. The Architect shall be responsible for having knowledge of and adhering to any building code authority that may be applicable to the Project, including, without limitation, the requirements of the Texas Administrative Code.

...

~~§ 5.3 The Owner shall identify a representative authorized to 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. Except as otherwise delegated to administration, Owner's Board of Trustees, by majority vote at a properly called meeting, is the only representative of the Owner, a public independent school district, having the power to enter into a contract, approve changes in the Scope of the Work, approve a change resulting in an increase to the Contract Sum or Guaranteed Maximum Price of \$100,000 or more, approve a change in Owner's budget, or to agree to an extension of the date of Substantial Completion or Final Completion. The Owner designates Paul Norton, Superintendent, to sign contracts and other documents and to act on the Owner's behalf with respect to the Project. The Owner designates Robert Winovitch as its representative for day-to-day responsibilities of the Owner and for decision making authority as delegated by the Board and Superintendent.~~The Owner shall render decisions and approve the Architect's submittals in a reasonably timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

~~§ 5.4 The Owner shall furnish surveys to describe~~Upon written request of the Architect, the Owner shall furnish surveys known to Owner describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Other than the metes and bounds noted in the legal description of the site, the Architect shall not be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work. Other than the metes and bounds noted in the survey, if any, Owner does not guarantee the accuracy of surveys provided, including the locations of utility lines, cables, pipes, or pipelines, or the presence or absence of easements. Architect shall review this information and shall provide to Owner a written request for additional information needed, if any, for Architect to adequately perform services hereunder. Upon receipt of this request, the Owner will procure and provide to the Architect the information requested.

§ 5.6 The Owner shall provide the ~~Supplemental Services~~ services designated as the Owner's responsibility in Section 4.1.1.

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

...

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, ~~such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~ Documents to be furnished by the Owner. To the extent that tests, inspections, and reports are not required by law or the Contract Documents to be furnished by Owner, but are deemed necessary by the Architect or Owner, then they shall be furnished by Architect, unless Architect receives Owner's written permission to charge Owner for the services or Owner agrees to separately contract for the services.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that the Owner determines may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Architect acknowledges that it is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect. This section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall ~~promptly endeavor to~~ notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 ~~Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.~~ The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the ~~Contract for Construction.~~ Contract.

...

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~ ~~Intentionally deleted.~~

...

§ 6.1 For purposes of this Agreement, the ~~Cost of the Work shall be compensation to the Architect shall be based on the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, be based on the actual amounts paid for the Cost of the Work (as defined in the construction contract); and the Contractors' general conditions costs, overhead and profit (collectively "Construction Costs"), which may be a lump sum or Guaranteed Maximum Price. To the extent that the Project is not completed or constructed, the Cost of the Work shall include the estimated cost to the Owner of all elements of the Project designed by the Architect and accepted by the Owner but not constructed by the Owner. The Cost of the Work does not include elements of the Project designed by Architect but not accepted by the Owner. The Cost of the Work does not include the compensation of the Architect; Architect, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; Work or other costs that are the responsibility of the Owner.~~ Owner, including purchase of equipment, furniture, fixtures, or pre-fabricated items, and does not include any amounts budgeted or included in allowances or contingencies unless actually paid by the Owner to the Contractor.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may be adjusted throughout the Project as required under ~~Sections 5.2, 6.4 and 6.5~~ this Agreement. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 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 recommend reasonable adjustments in the program and scope of the ~~Project;~~ Project with the prior consent of Owner's Board of Trustees or designee; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ~~The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

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

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

PAGE 20

- .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.

§ 6.7 If the Owner chooses to proceed under ~~Section 6.6.4,~~ the Architect Sections 6.6.4 or 6.6.5, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction~~

Documents shall be the limit of the Architect's responsibility under this Article 6. The Architect's modification of the Construction Documents before commencement of the Work shall be the limit of the Architect's responsibility under Article 6.

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

ARTICLE 7 — COPYRIGHTS AND LICENSES

ARTICLE 7 COPYRIGHTS AND LICENSES/OWNERSHIP OF PROJECT DOCUMENTS

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Drawings, Specifications, and other Documents, including those in electronic form, prepared by the Architect are Owner's Property ("Work Product") through which the Work to be executed by the Contractor or is to be performed. The Architect may retain one record set of the Work Product or additional copies as approved by the Owner in writing for the Architect to perform its services under this Agreement. Neither the Architect nor any design consultant or professional, other consultant, or employee of the Architect shall own or claim a copyright in the Work Product, and unless otherwise indicated, the Owner will own them and have all common law, statutory, and other reserved rights, in addition to the copyright, upon creation of the Work Product. To this end, Architect agrees and does hereby assign, grant, transfer, and convey to Owner, its successors and assigns, Architect's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. Architect confirms that Owner shall own Architect's right, title, interest in and to, including the right to use and reproduce, to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "Work Made for Hire" as defined in 17 U.S.C. § 201(b). All copies of Work Product, except the Architect's record set, shall be returned or suitably accounted for to the Owner upon completion of the Work. The Work Product and copies thereof furnished to the Architect are for use solely with respect to this Project unless approved in advance by the Owner. They are not to be used by the Architect on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Architect is authorized to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of its services under this Agreement. All copies made under this authorization may bear the statutory copyright notice, if any, shown on the Work Product and shall be returned to Owner at the completion of the Work as set forth herein. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in dereliction of the Owner's copyrights or other reserved rights. Except for its record set, Architect shall deliver all copies of the Work Product to Owner upon the earlier to occur of the Owner's request, completion of the Work, or termination of this Agreement for any reason. In exchange for the rights granted herein, the Owner agrees not to sell the Work Product created by the Architect or any design professional or consultant to any third party, but may provide a copy of the Work Product to a subsequent purchaser or transferee in connection with the sale of or transfer of title to the building or structure to which the applicable Work Product pertains. Notwithstanding the foregoing, any intellectual property owned by the Architect prior to the performance of services under this Agreement, such as standard details and specifications that are not specific to this Project or any Sub-Project, shall remain the property of the Architect.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Intentionally deleted.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due

pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~Intentionally deleted.~~

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~Intentionally deleted.~~

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~Intentionally deleted.~~

§ 7.5 ~~Except as otherwise stated in Section 7.3, the~~ The provisions of this Article 7 shall survive the termination of this Agreement.~~Agreement for any reason.~~

PAGE 21

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action ~~against the other and action, whether in contract, tort, or otherwise, against the other~~ arising out of or related to this Agreement, ~~whether in contract, tort, or otherwise, in~~ accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ~~10~~ twelve (12) years after the date of Substantial Completion of the Work. ~~The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. ~~By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provide herein and as specifically authorized by law.~~

§ 8.1.3 The Architect ~~and Owner waive~~ waives consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to ~~either party's termination of this Agreement, except as specifically provided in Section 9.7.~~ Owner's termination of this Agreement. In any litigation arising under this Agreement, the types and amounts of damages recoverable shall be subject to Subchapter I of Texas Local Government Code Chapter 271.

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party, provided such costs are commercially insurable.

§ 8.1.5 When Owner has an applicable claim for construction defects, Owner shall comply with the provisions of Texas Government Code Chapter 2272 related to the provision of notice of defects and the Contractor's or Architect's opportunity to cure.

PAGE 22

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien~~

arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution, unless the filing deadlines under applicable statutes of limitation and/or repose would otherwise expire. If suit is filed before mediation in order to avoid expiration of limitations and/or repose, then the parties agree to submit the matter to mediation as soon as reasonably possible. Claims for injunctive relief shall not be subject to this Section.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Signed, written agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

...

[X] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

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

...

§ 8.3.1 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. ~~Intentionally deleted.~~

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

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

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

...

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

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

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

PAGE 23

§ 9.1 If the Owner fails to make timely payments of any undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Agreement if not cured by the Owner within ten (10) days following notice of any past-due payment, in accordance with Texas Government Code Chapter 2251. The Architect shall not be allowed to suspend the Architect's performance of services under this Agreement for nonpayment by Owner of disputed amounts. If the Architect fails to perform without good cause as required under this Agreement, including the failure to perform within the time and schedule required, such failure shall be considered a material breach and shall be cause for termination by Owner. For the Architect's failure to perform that does not affect the Owner's construction schedule, the Architect shall have ten (10) days from written notice of the Owner to cure any such breach before the Owner either suspends payment or terminates the Agreement.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services Project for more than ninety (90) consecutive days, through no fault of the Architect, the Architect may be compensated for any undisputed amounts for services reasonably and necessarily performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in direct, actual and verifiable expenses reasonably and necessarily incurred and not able to be recovered that were caused by 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. adjusted if the Architect is unable to make up for the time and perform its services within the time period agreed upon by the Owner and Architect.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven twenty-one (21) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. The Owner may also terminate this Agreement on seven (7) days'

written notice if the budget for the Cost of the Work, prior to commencement of the Work, is exceeded by the lowest bona fide bid or negotiated proposal.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, together with Reimbursable Expenses then due.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

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

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 or relief laws; 3) if Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial-Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and ~~Section 9.7.~~Sections 9.7 and 11.9.

§ 9.10 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

PAGE 24

§ 10.1 ~~This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 and any and all claims, disputes, and matters of controversy concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without regard for any of its conflict of law provisions. In the event that litigation is filed, the parties agree that the exclusive and mandatory venue for any such litigation shall be in a court of competent jurisdiction located in Travis County, Texas. As a material consideration of the making of this Agreement, this Agreement and the modifications to this Agreement shall not be construed against the author of said Agreement and modifications.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the ~~Contract for Construction.~~Contract, as modified by the Owner for the Project.

§ 10.3 The person signing below on behalf of the Architect warrants that he/she has the authority to execute this Agreement according to its terms. The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement,

including any payments due to the Architect by the Owner prior to the assignment, administrators, executors, trustees and legal representatives to this Agreement and all of the rights, obligations, terms, provisions, and conditions herein and included in any Exhibits. The Owner and the Architect recognize that this Agreement is based upon the skill and expertise of the parties and therefore agree that the Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14-fourteen (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 The Architect shall execute certificates consistent with the Architect's standard of care pursuant to this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect, including any relationship in the nature of a third-party beneficiary.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site unless the Architect's acts or omissions, consistent with the standard of care as defined herein, introduced or caused or allowed to be introduced, said hazardous materials or toxic substances to the Project site. The Architect shall promptly disclose in writing to the Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which the Architect learns of the hazardous nature of the materials.

§ 10.7 The Architect shall have the right to 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-representations, but may not photograph students without prior written parental consent. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. Owner provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar written agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law. As to Owner, the parties acknowledge that, as a public entity in the State of Texas, Owner is subject to, and must comply with, the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 et seq. and the Texas Open Meetings Act, Texas Government Code, Chapter 551 et. seq..

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such

information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement. In the event that any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable.

§ 10.10 No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

§ 10.11 Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

§ 10.12 To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.13 Contracting Information:

- .1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Architect and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Architect that Architect provide that information to the District.
- .2 The Architect must:
 - .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
 - .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Architect upon request of the District; and,
 - .3 On completion of the Contract, either:
 - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Architect; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.
- .3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Architect agrees that the contract can be terminated if the Architect knowingly or intentionally fails to comply with the requirements of that subchapter.
- .4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed

in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

- .5 If a Architect fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Architect in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Architect fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 10.14 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.

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

§ 10.16 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.

§ 10.17 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.

§ 10.18 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 eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.19 ISRAEL/TERRORIST ORGANIZATION/ANTI-BOYCOTT/DISCRIMINATION

§ 10.19.1 Pursuant to Texas Government Code Chapter 2271, the Consultant represents and warrants to the Owner that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 10.19.2 Consultant verified and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

§ 10.19.3 The Consultant represents and warrants to the Owner that the Consultant does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.

§ 10.19.4 The Consultant represents and warrants to the Owner that the Consultant does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.

§ 10.20 CRIMINAL HISTORY RECORD CHECKS

§ 10.20.1 Architect shall obtain all criminal history information required by Texas Education Code Chapter 22.0834 or cause such information to be provided to Owner, the Texas Department of Public Safety ("DPS") or such entity as is

designated by Owner for any employees required by statute to submit to a fingerprint-based background check through the DPS FACT Clearinghouse of Texas. Architect will cooperate with Owner to determine which Architect employees, if any, are required to submit to such background check. Before beginning any Work on the Project, Owner and Architect will confer and ensure that any such required employees undergo a check, and Architect shall fully cooperate with Owner during this process. Upon request by Owner, Architect will provide any requested information regarding applicable employees, so that the Owner may obtain criminal history recommended information on such employees. Architect shall assume all expenses associated with obtaining criminal history record information.

§ 10.20.2 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, including any such information shared by Owner, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) 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 of Architect's subcontractors will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 10.20.3 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 designed 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 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

§ 10.20.4 Any subcontractor entity of the Architect shall be required by the terms of their contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees.

PAGE 27

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect for all undisputed payments. To the extent Owner disputes any payment allegedly due, Owner shall notify Architect that a dispute exists, shall list the specific reason for nonpayment, and shall give Architect an opportunity to cure the noncompliance or offer compensation for noncompliance that cannot be cured in accordance with Texas Government Code Section 2251.051(c) and (d). Owner shall further have the right to withhold payments as specified in Section 6.8 and 11.10.2.2 of this Agreement. Subject to the forgoing, the amount of the Architect's compensation shall be as follows:

...

(Insert amount)

N/A

PAGE 28

(Insert percentage value) 8.5% of the Cost of Work

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

~~.3 — Other~~

~~— *(Describe the method of compensation)*~~

When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project accepted by the Owner shall be payable in accordance with Section 6.1 herein.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, Additional Services approved in writing by the Owner prior to the performance of such services and subject to any other limitations set forth herein, 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.)

on an hourly rate as set forth in Section 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

Intentionally deleted.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~one~~ percent (~~1~~ %), or as follows:

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

Additional Services of the Architect's consultants, that are not part of Basic Services, will be made in accordance with Section 11.7.

§ 11.5 ~~When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Payment for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each phase for each Project as listed below shall equal the following percentages of the total basic compensation:~~

Schematic Design Phase	<u>ten</u>	percent (10 %)
Design Development Phase	<u>twenty</u>	percent (20 %)
Construction Documents Phase	<u>Thirty-five</u>	percent (35 %)
Procurement Phase	<u>Five</u>	percent (5 %)
Construction Phase	<u>Thirty</u>	percent (30 %)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. ~~Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.~~

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not ~~constructed, constructed including items for alternate bid,~~ compensation for those portions of the Project shall be payable to the extent services are performed on those ~~portions, portions,~~ in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants ~~are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices that are performed on an hourly basis, whether as Additional Services or as otherwise defined in a project addendum, are set forth below, or in the case of consultants, shall be set forth in a project addendum.~~

...

See Exhibit B for Architect rates. Architect's consultant's rates shall be set forth in project addendums.

PAGE 29

§ 11.8.1 Reimbursable Expenses as defined and described herein and below are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses Basic and Additional Services and consist of and shall mean the actual, reasonable and verifiable expenses necessarily incurred by the Architect and the Architect's consultants directly related to the Project, and for which the Architect has submitted supporting documentation as follows:

- .1 ~~Transportation and authorized out of town travel and subsistence; Intentionally deleted;~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally deleted;~~
- .3 ~~Permitting and other fees required by authorities having jurisdiction over the Project; the Project, if authorized in advance by the Owner in writing;~~
- .4 ~~Printing, reproductions, plots, and standard form documents; and standard form documents and courier expenses. The Architect shall obtain approval of the type and quantity of the bid documents to be produced. Unauthorized printing, reproductions, plots and standard form documents shall be at no cost to the Owner;~~
- .5 ~~Postage, handling, and delivery; Intentionally deleted;~~
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Intentionally deleted;~~
- .7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Intentionally deleted;~~
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Intentionally deleted~~
- .9 ~~All taxes levied on professional services and on reimbursable expenses; Intentionally deleted;~~
- .10 ~~Site office expenses; Intentionally deleted~~
- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and; Intentionally deleted; and~~
- .12 ~~Other similar Project-related expenditures-expenses, if approved in advance by the Owner in writing.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~_____~~ percent (~~___~~%) of the expenses incurred-consultants. Markups on Reimbursable Expenses are not allowed.

§ 11.9 **Architect's Insurance.** ~~If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below: (Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~ **Compensation for Use of Architect's Instruments of Services.** 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, to the extent allowed by this Agreement.

~~Intentionally deleted.~~

...

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

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

...

§ 11.10.2.1 Unless otherwise agreed, payments for services completed and approved shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

—%—Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall not bear interest.

§ 11.10.2.2 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~ After written notification, regarding unsatisfactory performance and ten (10) day opportunity to cure, the Owner may withhold payments to the Architect, in an amount reasonable to cover estimated legally recoverable damages, to secure performance of Architect's services and obligations under any part of this Agreement. .

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

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

PAGE 30

§ 12.1 INDEMNITY

Approval of any Construction Documents by Owner shall not constitute and shall not be deemed to be a release of the responsibility and liability of Architect, its agents, employees, and subcontractors, for Construction Documents which are sufficient for Owner to complete the construction of the Project, and are free from material defects or omissions, nor shall such approval be deemed to be an assumption of such responsibility and liability by Owner for any defect in the Construction Documents prepared by Architect, its agents, employees, subcontractors, or consultants, it being the intent of the parties that the approval by Owner signifies Owner's approval of only the general design concept of the improvements to be constructed. In this connection, ARCHITECT SHALL, DURING THE CONSTRUCTION OF SAID PROJECT AND FOR A PERIOD OF TEN (10) YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL TWO (2) YEARS IF THE CLAIM IS PRESENTED IN ACCORDANCE WITH 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 DAMAGE, LIABILITY, OR EXPENSE, INCLUDING ATTORNEYS' FEES, INCURRED BY OWNER ON ACCOUNT OF DAMAGE OR DESTRUCTION TO PROPERTY AND INJURIES, INCLUDING DEATH TO ANY OR ALL PERSONS, INCLUDING INVITEES AND EMPLOYEES OF THE OWNER, CONSTRUCTION MANAGER, ARCHITECT, OR SUBCONTRACTORS AND OF ALL OTHER PERSONS PERFORMING ANY PART OF THE WORK, THAT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY THE ARCHITECT, OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACTOR, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL; provided and except, however, that this indemnification provision shall not be construed as requiring Architect to indemnify or hold Owner harmless for any loss, damage, liability, or expense on account of damaged property or injuries, including death to any persons, 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.

§ 12.1.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under Paragraph 12.1, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. It is understood and agreed that Subparagraph 12.1

above is subject to, and expressly limited by, the terms and conditions of Tex. Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

§ 12.2 RECORDS RETENTION

If the Architect has not delivered all documents and records relating to this Project to the Owner, the Architect shall keep all accounting and construction records on the Project after Final Completion of the Project for at least the number of years required by the Texas Record Retention laws, in order for the Owner to comply with its records retention requirements, per the Texas Government Code Chapter 441, Subchapter L and the Texas Library and Archives Commission’s Schedule.

§ 12.3 COMPLAINTS

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

...

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral, constitutes the entire agreement and contract between the parties hereto and supersedes all prior or contemporaneous agreements, either written or oral. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

PAGE 31

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)~~ Architect, as amended for this Project.
- .2 Intentionally deleted.

...

~~Other Exhibits incorporated into this Agreement:~~

...

Exhibit A – Insurance Requirements
Exhibit B – Hourly Rates

- ~~.4 Other documents:
(List other documents, if any, forming part of the Agreement.)~~

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

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

CLAYCOMB & ASSOCIATES ARCHITECTS

...

Paul Norton, Superintendent

Bo Ledoux, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Amber King, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:40:00 ET on 03/05/2024 under Order No. 2114409644 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Attorney for Lake Travis ISD

(Title)

March 5, 2024

(Dated)

EXHIBIT A

This Exhibit A is attached to and a part of the agreement between the Owner and Architect AIA B101-2017, as amended, (“Agreement”) for the Project (as defined in this exhibit and the Agreement) between Lake Travis Independent School District (“Owner” or “District”) and Claycomb & Associates Architects (“Architect”) for the Owner’s Project: **LTHS Cavalier Stadium Renovations and Women's Field House Renovations and Additions Projects**, more particularly described in the Agreement (“Project”). The Architect will furnish insurance that meets the requirements set forth below:

1. Insurance.

1.1. Architect shall maintain, for the full term of the Agreement:

1.1.1. Comprehensive or commercial general liability insurance, with limits not less than \$1,000,000 per each occurrence, combined single limit, and \$2,000,000 general aggregate limit, for bodily injury and property damage, including coverage for contractual liability. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to:

1.1.1.1. damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Architect’s employers, or

1.1.1.2. damages arising from personal or advertising injury applicable to the Architect’s obligations under the Agreement, including liability assumed by and the indemnity and defense obligations of the Architect (see Certificate of Insurance attached).

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles (see Certificate of Insurance attached).

1.1.3. Workers’ Compensation, including employers’ liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease. Architect shall require Architect’s consultants, if any, to provide Workers’ compensation insurance for all consultants’ employees engaged in work under the subcontract. Architect shall comply with all applicable requirements of Texas Labor Code Title 5 (see Certificate of Insurance attached).

1.1.4. Professional Liability, with limits not less than \$2,000,000 each claim and \$ 2,000,000 in the aggregate (see Certificate of Insurance attached).

1.2. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom

claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

- 1.3. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to the District.
 - 1.4. Before commencement of the work under this Agreement, certificates of insurance and copies of endorsements shall be furnished to the Owner, with complete copies of policies to be furnished to Owner promptly upon request.
 - 1.5. All original and copies of certificates of insurance, endorsements, and policies shall (a) state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices; (b) except Worker's compensation and professional liability insurance, add Owner, Owner's members, directors, officers, trustees and employees of any of them as named additional insureds on all policies; (c) include a waiver of subrogation in favor of the Owner; (d) include the assigned Project and purchase order number, if applicable; and (e) include the following clause: "This policy shall not be non-renewed, or canceled, until notice has been mailed to the District. Date of cancellation may not be less than thirty (30) days after the date of mailing notice." Architect shall provide thirty (30) days advanced notice of any reduction in coverage limits or amount of insurance.
 - 1.6. Should any of the required insurance, except for professional liability be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the Project (with the insurer's endorsement provided to the Owner) or shall be two times the occurrence limits stipulated.
 - 1.7. If Architect fails to maintain any required insurance, the Owner, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any sums due the Architect.
2. All capitalized terms used in this Insurance exhibit that are not otherwise defined herein shall have the same meaning as such terms in the Agreement.

Exhibit B

B101 Agreement Between Lake Travis ISD and Claycomb

Hourly Rate Schedule

Position	Rate / Hour
Principals	\$400
Project Managers	\$300
Designers	\$250
Production / Draftsmen	\$200
Administrative Support	\$100



AGENDA ITEM ACTION SHEET

AGENDA ITEM

Foreign Exchange Student Waiver

RECOMMENDED ACTION

For Approval with the Consent Agenda.

RATIONALE

Every year, Lake Travis High School receives multiple requests to accept foreign exchange students. Although the district welcomes the opportunity to receive foreign exchange students and provide them with a valuable experience, accepting a large number of foreign exchange students within any given year can place an overwhelming burden on the individual school and the district at large. Districts have the opportunity to apply for an expedited foreign exchange student waiver through the Texas Education Agency. TEA will not consider granting waivers for a limitation on the number of foreign exchange students that is less than five per high school.

With board approval, Lake Travis ISD will seek a waiver that limits the number of foreign exchange students for any LTISD school to five.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Stefani Vickery - Assistant Superintendent Curriculum and Instruction
Debbie Garinger - Principal, Lake Travis High School

ATTACHMENTS

None

MEETING DATE

March 20, 2024



AGENDA ITEM ACTION SHEET

AGENDA ITEM

February 21, 2024 Board Meeting Minutes

RECOMMENDED ACTION

For approval with Consent Agenda.

RATIONALE

Minutes for each Board meeting shall be approved and on file in the Superintendent's office.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Suzanne Kelbaugh - Executive Assistant to the Superintendent of Schools

ATTACHMENTS

February 21, 2024 Board Meeting Minutes

MEETING DATE

March 20, 2024

Minutes of Board Meeting

The Board of Trustees

Lake Travis Independent School District

A meeting of the Board of Trustees of Lake Travis Independent School District was held on February 21, 2024, beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

President John Aouelle called the meeting to order at 6:02 p.m.

Quorum Determination

Trustees in attendance were John Aouelle, Erin Archer, Lauren White, Phillip Davis and Keely Cano. Absent Trustees Kim Flasch and Robert Aird.

Pledge of Allegiance and Moment of Silence

Marco Alvarado, led the Pledge of Allegiance. A moment of silence was then observed.

Recognition

- **Lake Travis Middle School - 2024 CREATE Foundation U.S. Open Robotics Tournament**
Mr. Alvarado presented Team “Hub Grub” from Lake Travis Middle School earned the VEX Excellence Award at the inaugural Lake Travis Robotics Tournament held January 20, 2024 at Lake Travis High School. The Excellence Award is presented to a team that exemplifies overall excellence in creating a high-quality competitive robotics program.

With its impressive performance, team “Hub Grub” has qualified to compete at the 2024 CREATE Foundation U.S. Open Robotics Tournament - VRC Middle School to be held March 11-13 in Council Bluffs, Iowa.

Career and Technical Education/Robotics teacher Wayne Ostrout is the sponsor of the Lake Travis Middle School Robotics Club.

Special Recognition

Public Comments/Citizen Participation

1. Bonnie Seelig – Age Appropriate Books
2. Rishika Sikka – Book Bans
3. Bethany Bakshi – Book Bans/Challenges
4. Anna Lindsey – Book Challenge Policy
5. Lori Mayfield – Book Banning
6. Karina Roano-Aguilera – Book Banning
7. Prashanti Kowuri – Book Bans
8. Carter Davis – Book Banning
9. Eshnavi Kowusa – Book Banning
10. Jennifer Fleck – LTISD promotes gender transition of minors
11. Lana Neseim – Book Bans
12. Christina Sootornvat – Book Challenges and Library Policy
13. Finn Shutford – Book Banning
14. Julie Germann – Transparency & Accountability in Handling Book Challenges
15. Susan Harbin – Books Age Appropriate – Applause
16. Fred Dupuy – Good Governance
17. Jim Moore – Library Books

18. Corina Semph – Pornographic Books
19. Trey Lauren – Book Removal
20. Lynne Hook – Banned Books
21. Izzy Zuela – Education
22. Rachel Mills – Education and Traffic
23. Anne Vilven – Books
24. Chris Vilven – Nasty Books

Consideration

- **Board Adopted House Bill 3 Goals**

Kathy Burbank presented that TEC Section 39.306 defined by House Bill 3 requires school boards to adopt literacy and mathematics proficiency plans and goals for measures of student college, career and military readiness.

- early childhood literacy and mathematics proficiency plans adopted under TEC §11.185;&
- CCMR plans adopted under TEC §11.186
- This will be reported annually as part of the District Annual Report Public Hearing.

A MOTION was made by Trustee Erin Archer and seconded by Trustee Phillip Davis to approve the goals set by the Board for HB3 to be achieved by 2028.

The motion passed by a vote of 5- 0.

Public Hearing

- **2022-2023 Texas Academic Performance Report District Annual Report (TAPR)**

This presentation fulfills the requirement of law (Texas Education Code Chapter 39) that the Board of Trustees hold a Public Hearing providing information to the community regarding the educational performance for the 2022-2023 school year.

Reports available at <http://www.ltidschools.org/accountability>

Components:

- Annual Report - Texas Annual Performance Report (TAPR)
- PEIMS Financial Standard Reports
- District Accreditation Status
- Campus Performance Objectives
- Special Education Determination Status
- Report on Violent or Criminal Incidents
- Student Performance in Postsecondary Institutions
- Progress Toward Meeting HB 3 Goals

Public Speakers

1. No Public Comment

Public Hearing.

John Aouelle called Recess at 7:40 p.m. – John Aouelle called the meeting back in session at 7:48 p.m.

Presentation / Discussion Items

- **Curriculum and Instruction Update – Learning Together 2024 Conference**

The Lake Travis Learning Together Conference is a dynamic two-day event tailored for Lake Travis educators, featuring a comprehensive program with 216 sessions designed to enhance professional development. The conference boasts a diverse lineup, including 30 distinguished guest presenters and 140 accomplished presenters from within the Lake Travis Independent School District (LTISD).

Centered around the theme "Working on the Work," the conference emphasizes practical strategies and collaborative efforts aimed at refining teaching practices. Attendees will have the opportunity to delve into a broad spectrum of topics, fostering an environment of continuous learning and skill development. With a focus on the unique challenges and opportunities within the Lake Travis educational community, this conference serves as a platform for educators to engage, share insights, and collectively work towards elevating the quality of education in the district.

Presented by -

Lyndsey Ackerman - Special Services Instructional Coach

Anna Catherine Alvis - Instructional Technology Instructional Coach

Jessica Barr - Secondary STEM Instructional Coach

Wendy Gorfain - Reading Academy Instructional Coach

Dana Schrader - Secondary Humanities Instructional Coach

This item was for presentation/discussion only.

- **FFAF (REGULATION): Food Allergy Management Plan Update**

Tasha Barker, Assistant Superintendent of Organizational Services, presented in accordance with a state law passed in 2011, Board Policy FFAF (LOCAL) requires the District to develop and implement a plan for the care of students with diagnosed food allergies at risk for anaphylaxis. In response, Lake Travis ISD developed and implemented a comprehensive Food Allergy Management Plan. While our Food Allergy Management Plan has been in place for several years, beginning with the 2018-2019 school year, additional measures will be implemented to best support students and reduce the risk of exposure to common food allergies. Per Board Policy BP (Local), administrative regulations are subject to Board review but shall not be adopted by the Board.

This item was for presentation/discussion only.

- **Library Services Update**

Amanda Prehn, Director, Curriculum & Instruction (Elementary), lead a discussion on Library Services. This discussion included the following topics:

- HB 900 Legislative Updates
- TSLAC guidance
 - Collection development policies - district checklist
- Informal and formal reconsideration process updates
- Library website alignment & refresh
- Campus updates and celebrations

This item was for presentation/discussion only.

- **Middle of the Year Universal Screener Data K-5**

Kathy Burbank, Director of Accountability & Assessment, presented LTISD administers middle of the year universal screeners to every K-5 student in reading and math. NWEA MAP Growth (Measures of Academic Progress) data for grades K-5 math and 3-5 reading, and Grades K-2 mCLASS TX Edition data for reading will be shared.

This item was for presentation/discussion only.

- **Foreign Exchange Student Waiver**

Stefani Vickery, Assistant Superintendent of C&I, presented that every year, Lake Travis High School receives multiple requests to accept foreign exchange students. Although the district welcomes the opportunity to receive foreign exchange students and provide them with a valuable experience, accepting a large number of foreign exchange students within any given year can place an overwhelming burden on the individual school and the district at large. Districts have the opportunity to apply for an expedited foreign exchange student waiver through the Texas Education Agency. TEA will not consider granting waivers for a limitation on the number of foreign exchange students that is less than five per high school.

With board approval, Lake Travis ISD will seek a waiver that limits the number of foreign exchange students for any LTISD school to five.

This item was for presentation/discussion only; action will be requested at the March 20, 2024 Board Meeting.

- **January 2024 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018/2023 Capital Projects Report**

To provide a financial update to the Board and community regarding the financial position of the school district.

1. Statement of Revenues and Expenditures-January 2024
2. Balance Sheet - January 2024
3. Tax Statement - January 2024
4. 2018 Capital Projects Report - January 2024
5. 2023 Capital Projects Report - January 2024

This item was for presentation/discussion only.

- **Board Notification under Board Policy CH (LOCAL) – Lake Travis High School Cafeteria HVAC Replacement**

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place. The Superintendent shall not be required to obtain Board approval for the following types of budgeted purchases that cost \$100,000 or more, but shall subsequently report them to the Board:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with law.
2. A purchase made through a cooperative purchasing program, in accordance with law.

3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing;
4. A purchase for produce or fuel.

Lake Travis ISD has the following budgeted purchase that requires Board notification:

- Trane HVAC unit replacement for LTHS Cafeteria (D-Wing) - \$151,572

This item was for presentation/discussion only.

- **Guaranteed Maximum Price (GMP) Phase 1 (Early Release) for CMR-23-09 for Lake Travis High School Parking and Related Detention Pond Work**

Present the Guaranteed Maximum Price (GMP) for CMR-23-09, Lake Travis High School Parking, for \$3,976,931 and authorize the Superintendent or his designee to negotiate and execute the GMP.

Zapalac/Reed Construction Company GMP Phase 1 of CMR-23-09 is \$3,976,931. This includes the following work items:

Lake Travis High School:

- Civil site work
- Civil site utilities
- Detention and Water Quality Pond work
- Paving and curb/gutter

This item was for presentation/discussion only; action will be requested at the March 20, 2024 Board Meeting.

- **Access Easement Agreement between Lake Travis ISD and Peacock Capital Partners LLC for Lake Travis ISD's Land Located on Reimers-Peacock Road**

The District owns approximately 235 acres of land located off of Reimers-Peacock Road and intends to construct school district facilities. Peacock Capital Partners owns approximately 2,126 acres adjacent to the district's property and intends to subdivide and develop the Peacock property as a low density residential development with private roads. The parties desire to enter into an emergency access easement agreement. The agreement would grant to Peacock Capital a non-exclusive emergency access easement over and across the Southern Cypress Ranch Water Control and Improvement District No. 1 Emergency Access Easement Tract and the District's Reimers Road Driveway to provide emergency ingress and egress to and from the Peacock Property to SH 71 W. For and in consideration of LTISD granting easements to Peacock Capital, the District is granted access easement rights over and across the Peacock Property for ingress and egress to and from the LTISD property to Hamilton Pool Road by vehicles owned by LTISD, including school buses, LTISD police vehicles, and LTISD maintenance vehicles or vehicles operating on behalf of LTISD for public education purposes. This does not include vehicles operated by LTISD teaching and administrative staff, students or parents of students attending an educational facility on the LTISD property. The Administration recommends approval of the access easement agreement.

This item was for presentation/discussion only; action will be requested at the March 20, 2024 Board Meeting.

Consideration Items

- **2024-2025 Off-Campus Physical Education Providers**

Tasha Barker, Assistant Superintendent of Organizational Services, presented that the students may request a waiver to substitute physical education training from an outside provider for a LTISD physical education class provided the student meets the following criteria:

1. The student will be participating in a program provided through an approved physical education provider.
2. The student's participation level meets the requirements of one of the following categories:
Category 1 = Student must be participating in a program for a minimum of 15 hours per week of highly intense, professionally supervised training that leads to an Olympic level of participation and/or competition. Student may be dismissed from school one period per day.
Category 2 = Students must be participating in a program that is of high quality, well supervised by appropriately trained instructors, and consisting of a minimum of 5 hours per school week. Student can receive a P.E. credit but may not leave campus for any portion of the day.

Each year, the board is asked to approve the list of new off campus physical education providers. The list of providers for the 2024-2025 academic year is attached. New provider applicants are highlighted.

A MOTION was made by Trustee Keely Cano and seconded by Trustee Phillip Davis to approve the 2024 – 2025 Off- Campus Physical Education Providers as presented.

The motion passed by a vote of 5 – 0.

- **Approval of a Contract between Lake Travis ISD and Perkins and Will for the Administration Building Addition and Renovation Project**

In May 2023, the Board selected Perkins and Will for the design of the administration building addition and renovation for the 2023 Bond Program. Perkins and Will was selected based on their experience in similar K-12 projects and for the professionals serving on the project team. The administration is seeking approval to execute a contract with Perkins and Will.

A MOTION was made by Trustee Phillip Davis and seconded by Trustee Erin Archer to approve the between Lake Travis ISD and Perkins and Will for the Administration Building Addition and Renovation Project, and authorize the Superintendent or designee with the authority to execute the contract.

The motion passed by a vote of 5 - 0.

- **Approval of a Contract between Lake Travis ISD and Parkhill Architects for the Agriculture Building Additions and Renovations Project**

In May 2023, the Board selected Parkhill Architects for the design of the agriculture building additions and renovations for the 2023 Bond Program. Parkhill Architects was selected based on their experience in similar K-12 projects and for the professionals serving on the project team. The administration is seeking approval to execute a contract with Parkhill Architects.

A MOTION was made by Trustee Phillip Davis and seconded by Trustee Keely Cano to approve the contract between Lake Travis ISD and Parkhill Architects for the Agriculture Building Additions and

Renovations Project, and authorize the Superintendent or designee with the authority to execute the contract.

The motion passed by a vote of 5 - 0.

- **Agreement with Travis County and Other Municipalities Regarding May 4, 2024 Joint Election**

State law authorizes a school district that holds an election in May to conduct a joint election with a municipality within its district. Travis County will provide both election services and a joint election for most jurisdictions in Travis County that are holding a May election. Through the joint election agreement with Travis County, voters in Lake Travis Independent School District voting precincts can be served by common polling places. The agreement includes entity responsibilities and shared costs of the election.

A MOTION was made by Trustee Erin Archer and seconded by Trustee Phillip Davis to approve the Joint Election Agreement with Travis County for the May 4, 2024 Board Election.

The motion passed by a vote of 5 - 0.

- **Election Services Agreement between Travis County and Lake Travis Independent School District**

For the upcoming May 4, 2024 Trustee Election, the Administration proposes to contract with Travis County to conduct the election. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the District.

A MOTION was made by Trustee Phillip Davis and seconded by Trustee Keely Cano to approve the Election Services Agreement with Travis County.

The motion passed by a vote of 5 - 0.

Consent Agenda

- **January 17, 2024 Board Meeting Minutes, January 24, 2024 Superintendent's Summative Conference Minutes, February 14, 2024 Special Called Meeting Minutes**
- **Locally Approved Courses for UIL No Pass/No Play Exemptions**
- **2024-2025 Innovative Course Approval**
- **Superintendent's Employment Contract**

A MOTION was made by Trustee Phillip Davis and seconded by Trustee Erin Archer to approve the consent agenda items as presented.

The motion passed by a vote of 5 - 0.

Closed Session

Trustees adjourned into Closed Session at 9:57 p.m. on February 21, 2024, as permitted by Texas Government Code 551.001 et seq.

Section 551.071 - Consultation with Attorney

1. The Board will discuss and receive legal advice from its attorney on matters which should be confidential under Texas Government Code Section 551.071 (2).

Section 551.074 - Personnel Matters

1. The Board will discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees or officials. (This may involve consultation with attorney as permitted under Section 551.071.)

Section 551.072 - Deliberation Regarding Real Property

1. The Board will discuss the purchase, exchange, lease or value of real property. (This may involve consultation with attorney as permitted under section 551.071.)

Section 551.0821 - School Board: Personally Identifiable Information About a Public School Student

1. The Board will discuss personally identifiable information about a public-school student.

Section 551.076 - Deliberation Regarding Security Devices or Security Audits; Closed Meeting.

This chapter does not require a governmental body to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation of security personnel or devices.

Upcoming Meetings and Events

Board President John Aouelle announced the following upcoming meetings and events:

- March 20, 2024 – 6:00 p.m. – Monthly Board Meeting, EDC
- April 3, 2024 – 6:00 p.m. – Budget Workshop, EDC
- April 17, 2024 – 6:00 p.m. – Monthly Board Meeting, EDC

Open Session

Trustees returned from closed session at 11:32 p.m. There was no action after closed session.

Adjournment

There being no further action, the February 21, 2024, Board of Trustees’ meeting adjourned at 11:32 p.m.

John Aouelle, President

Erin Archer, Secretary



AGENDA ITEM ACTION SHEET

AGENDA ITEM

TEA Expedited Waiver Request for Staff Development Minutes Waiver

RECOMMENDED ACTION

For Approval with the Consent Agenda.

RATIONALE

Lake Travis ISD is requesting the approval to apply for the Staff Development Minutes Waiver for the 2024-2025 school year. This waiver was not available at the time that the Instructional Calendar was approved by the Board in January. The Professional Development times were noted in the Calendar approved pending the opening of the waiver request. This is an expedited waiver and is granted by TEA once submitted.

This waiver allows the district to train staff on various educational strategies designed to improve student performance in lieu of student instruction during the school year. The Staff Development Minutes Waiver provides for a maximum of 2100 total waiver minutes to use for professional development.

This waiver is for staff development in place of student instruction; therefore, the waiver minutes are only applicable to staff development provided instead of student instruction during the school year. The Staff Development Minutes Waiver may not be used prior to the first day of student instruction or after the last day of student instruction.

The dates requested are: October 11, 2024; January 7, 2025; February 14, 2025 and early release on October 23, 2024; December 11, 2024; February 26, 2025; March 14, 2025.

BUDGET PROVISIONS

None

RESOURCE PERSONNEL

Tasha Barker - Assistant Superintendent of Organizational Services
Kathy Burbank - Director of Accountability & Assessment

ATTACHMENTS

Waiver Form
2024-2025 Lake Travis ISD Approved Instructional Calendar Pending Waiver

MEETING DATE

March 20, 2024

2024-2025 Lake Travis ISD Approved Pending Waiver

July 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Federal Holidays 2024/25

Sep 2, 2024	Labor Day	Nov 28, 2024	Thanksgiving Day	Feb 17, 2025	Presidents' Day
Oct 14, 2024	Columbus Day	Dec 25, 2024	Christmas Day	Apr 18, 2025	Good Friday
		Jan 1, 2025	New Year's Day	May 26, 2025	Memorial Day
		Jan 20, 2025	Martin L. King Day		

172 Student Days 187 Teacher Days *Required 187 for Teachers 2 BW days Banked

First Day of School	Holiday Students/Staff	Student Holiday/Staff Day	Green outline - start grading
STAAR Window	Early Release 200 Minutes	PD Waiver Day	Red outline - end grading
Last Day (ER)	PD Waiver Early Release		Early Release Times Elementary 11:40 a.m. Secondary 12:50 p.m.