

# Board Meeting Agenda

## Lake Travis Independent School District Board of Trustees

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A meeting of the Board of Trustees of Lake Travis Independent School District will be held March 25, 2026, 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.

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

If, during the course of the meeting covered by this agenda, the Board should determine that a closed session of the Board should be held or is required in relation to any item included on this agenda, then such closed session as authorized by Section 551.001 et seq of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour and place given in this agenda or as soon after the commencement of the meeting covered by this agenda as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Sections 551.071 – 551.092, inclusive, of the Open Meetings Act.

**Notice regarding Public Comments/Citizen Participation:** Participants must register to speak by either: (1) Completing and submitting the Public Participation form, available online, by 3:00 p.m. on the day of the meeting; or (2) Completing and submitting the Public Participation form in person at the designated meeting location on the scheduled meeting date, prior to the meeting's start time.

1. **Call To Order and Quorum Determination**
2. **Pledge of Allegiance and Moment of Silence**
3. **Recognitions** **3**
  - A. Sophia Henson – Lake Travis High School Honors Performance Series Musician 17
  - B. Lake Travis Special Olympics 2026 Texas Winter Games – Floorball Skills Competition 18
  - C. Lake Travis High School – 2026 UIL Swimming & Diving State Meet 19
  - D. Lake Travis High School – 2026 UIL Wrestling State Tournament 20
  - E. Lake Travis High School Robotics – UIL State Semifinals 21
  - F. LT High5 Award presented by High5 – Round 3 Recipients 22
4. **Public Comments/Citizen Participation**
5. **Presentation/Discussion Items**
  - A. Presentation and Discussion of February 2026 Monthly Financial Reports 23
  - B. Presentation and Discussion of the Lake Travis ISD 2026–2030 District of Innovation Plan Renewal 45

|     |   |     |
|-----|---|-----|
| C.  | Presentation and Discussion of Proposed Board Policy FDA(LOCAL) Update – 1st Reading  | 73  |
| D.  | Presentation and Discussion of Region 13 Board of Directors, Election of Place 5  | 77  |
| 6.  | <b>Consideration Items</b>  |     |
| A.  | Consideration of and Request for Approval of Mathematics Instructional Materials Adoption and Purchase  | 84  |
| B.  | Consideration of and Request for Approval to Select Haddon-Cowan Architects for the Millwork Replacement Project  | 114 |
| C.  | Consideration of and Request for Approval to Select American Constructors as Contractor for JOC 23-135 for Lake Travis High School Art Room Millwork Replacement  | 182 |
| D.  | Consideration of and Request for Approval of the Guaranteed Maximum Price (GMP) Phase 1 for CMR 23-21 for Millwork Replacement Project  | 185 |
| E.  | Consideration of and Potential Adoption of Resolution 032526-01 regarding 791 Purchasing Cooperative  | 190 |
| 7.  | <b>Consent Agenda</b>   |     |
| A.  | Approval of February 18, 2026 Regular Board Meeting Minutes   | 194 |
| B.  | Approval of Attendance Waiver Submission to the Texas Education Agency  | 203 |
| C.  | Approval for Submission of a Foreign Exchange Student Waiver Application to the Texas Education Agency  | 206 |
| D.  | Approval of TEA Expedited Waiver for Staff Development Minutes  | 209 |
| E.  | Approval of the 2026-2027 Annual Certification of Provision of Instructional Materials  | 214 |
| 8.  | <b>Information Items</b>  |     |
| A.  | Board Notification Under Board Policy CH(LOCAL) – Technology Bond Expenditure   | 248 |
| 9.  | <b>Closed Session in accordance with Texas Government Code 551.001 et. seq. Section 551.071</b> For the purpose of a private consultation with the Boards attorney on any or all subjects or matters authorized by law. <b>Section 551.074</b> For the purpose of discussing the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or to hear complaints or charges against a public officer or employee. |     |
| 10. | <b>Consideration Items Arising from Closed Session</b>  |     |
| 11. | <b>Adjournment</b>  |     |



March 25, 2026  
School Board Meeting  
Special Recognition



Sophia Henson  
Lake Travis High School  
Honors Performance Series Musician



Sophia  
Henson





Lake Travis Special Olympics  
2026 Texas Winter Games  
Floorball Skills Competition



**Special  
Olympics**  
Texas



# Lake Travis High School 2026 UIL Swimming & Diving State Meet



**Cavaliers**  
**LT**  
**SWIMMING & DIVING**



# Lake Travis High School 2026 UIL Wrestling State Tournament



DISTRICT CHAMPION | REGIONAL 3RD PLACE

# SEBASTIAN

106



*Lake Travis*

RANKED 4TH IN TEXAS

4TH PLACE ALL STATE

DISTRICT CHAMPION | REGIONAL RUNNER UP

# JAMES

120



*Lake Travis*

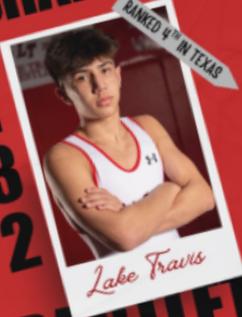
RANKED 5TH IN TEXAS

STATE RUNNER-UP

DISTRICT CHAMPION | REGIONAL RUNNER UP

# BRAIDEN

132



*Lake Travis*

RANKED 4TH IN TEXAS

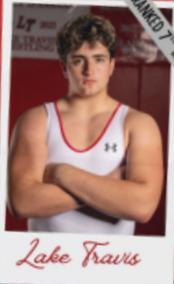
# BARTLETT

4TH PLACE ALL STATE

DISTRICT CHAMPION | REGIONAL 3RD PLACE

# ODIN

285



*Lake Travis*

RANKED 7TH IN TEXAS

# HENSLEY

TOP 8 IN STATE

DISTRICT CHAMPION | REGIONAL 4TH PLACE

# GADE

113



*Lake Travis*

RANKED 10TH IN TEXAS

# PALLAN

TOP 12 IN STATE



# Lake Travis High School Robotics UIL State Semifinals





LT High5 Award presented by High5  
Round 3 Recipients



Joelle Nagel  
Amanda Roberts



Kim Thornley





March 25, 2026  
School Board Meeting  
Special Recognition



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Sophia Henson – Lake Travis High School Honors Performance Series Musician

### RECOMMENDED ACTION

**No action required. Recognition only.**

### RATIONALE

Lake Travis High School freshman orchestra student **Sophia Henson** has been selected to participate in the 2025–2026 High School Honors Performance Series.

Following a highly competitive national audition process, Sophia earned the opportunity to perform with the Honors Performance Series Orchestra on February 8 at Carnegie Hall in New York City—one of the world’s most renowned concert venues. The Honors Performance Series brings together outstanding student musicians from across the country to rehearse with distinguished conductors and perform on a premier international stage.

Sophia is a member of the Lake Travis High School orchestra program under the direction of **Anna Macias**.

### BUDGET PROVISIONS

None

### RESOURCE PERSONNEL

Shannon Gill – Director of Fine Arts

Marco Alvarado – Executive Director for Communications & Community Relations

### ATTACHMENTS

None

### MEETING DATE

March 25, 2026



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Lake Travis Special Olympics 2026 Texas Winter Games – Floorball Skills Competition

### RECOMMENDED ACTION

**No action required. Recognition only.**

### RATIONALE

Lake Travis Special Olympics athletes shined brightly at the 2026 Texas Winter Games – Floorball Skills Competition held February 14 at Lake Travis Middle School. Our incredible team earned top honors and displayed amazing skill and determination. The results are as follows:

| Athlete          | Campus                        | Medal/Place           |
|------------------|-------------------------------|-----------------------|
| Gavin Ahiers     | Bee Cave Middle School        | Gold                  |
| Jack Halford     | 18+ Program                   | Gold                  |
| John Kirchenwitz | Lake Travis Middle School     | Gold                  |
| Fiona Schlegel   | Lake Pointe Elementary School | Gold                  |
| Gracie Crook     | Lake Travis High School       | Silver                |
| Mason Gutierrez  | Bee Cave Middle School        | Bronze                |
| Jason Waldon     | 18+ Program                   | Bronze                |
| Kylie Kowalewski | Bee Cave Middle School        | 4 <sup>th</sup> Place |
| Torrance Spence  | 18+ Program                   | 5 <sup>th</sup> Place |

The team is coached by **John Halford**.

### BUDGET PROVISIONS

None

### RESOURCE PERSONNEL

Heather Amitrani – Co-Head of Delegation

Shilo Clements – Co-Head of Delegation

Marco Alvarado – Executive Director for Communications & Community Relations

### ATTACHMENTS

None

### MEETING DATE

March 25, 2026



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Lake Travis High School – 2026 UIL Swimming & Diving State Meet

### RECOMMENDED ACTION

**No action required. Recognition only.**

### RATIONALE

The Lake Travis High School Men’s Swimming & Diving Team made a splash at the 2026 UIL Swimming & Diving State Meet held February 20–21 at the University of Texas Swim Center in Austin, delivering their strongest performance in nearly a decade. Competing against the state’s top programs, several Cavaliers earned top finishes and represented Lake Travis with distinction.

State meet participants include:

- **Miguel Cervantes** – 200 Medley Relay; 200 Freestyle; 500 Freestyle; 400 Freestyle Relay
- **Colson Hornbaker** – 200 Medley Relay; 400 Freestyle Relay (9th place)
- **Ben Liang** – 200 Medley Relay; 100 Backstroke (5th place); 400 Freestyle Relay
- **Larson McKeown** – 1 Meter Diving (5th place)
- **Ty Shapley** – 200 Medley Relay; 200 Individual Medley (14th place); 400 Freestyle Relay
- **Matthew Keiper** – 200 Medley Relay; 400 Freestyle Relay alternate
- **Jameson Von Rosenbery** – 200 Medley Relay alternate; 400 Freestyle Relay alternate

The team is led by Head Coach **Holly Bowman** and Assistant Coach **Lydia Burns**.

### 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 25, 2026



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Lake Travis High School – 2026 UIL Wrestling State Tournament

### RECOMMENDED ACTION

**No action required. Recognition only.**

### RATIONALE

Lake Travis High School student-athletes shined at the UIL 6A Wrestling State Tournament held February 13–14 at the Berry Center in Houston. The Cavaliers turned in a historic performance, finishing 8th in the state with a school-record 58.5 team points and celebrating three All-State medalists—a remarkable achievement that highlights the talent, determination, and hard work of our Cavalier wrestlers.

Individual results include:

- **James Murray** – State Runner-Up
- **Braiden Bartlett** – 4th Place
- **Sebastian Clark** – 4th Place
- **Odin Hensley** – Top 8
- **Cade Pallan** – Top 12

Leading the Lake Travis High School Wrestling program to success are Head Coach **Adam Sandoval** and Assistant Coaches **Devonte Cook** and **Robert Rayos**.

### 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 25, 2026



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Lake Travis High School Robotics – UIL State Semifinals

### RECOMMENDED ACTION

**No action required. Recognition only.**

### RATIONALE

The Lake Travis High School Robotics Program qualified to compete in the UIL Robotics State Championship, a milestone achieved after a season of successful competition in the RECF VEX Robotics program. Teams qualify for the UIL State Championship by earning a qualifying award or achieving a high Skills Score at a sanctioned robotics tournament. While four Lake Travis teams qualified during the season, UIL rules limit each school to entering two teams in the state championship.

Competing against 6A schools from across Texas, Lake Travis teams Jupiter (654J) and Vanguard (654Y) represented the district with distinction. During qualification matches, Team Jupiter placed 4th and Team Vanguard placed 14th out of 43 teams. Both teams advanced to the elimination rounds, with Team Jupiter earning the UIL State Semifinalist trophy.

Team Jupiter (654J) members include: **Andrew Han, Olivia Han, Venkat Aarush Kunchala, Siddharth Minukuri, Grayson New, and Landon White.**

Team Vanguard (654Y) members include **Advait Burle, Matisse Hobeich, Ayesha Mukherjee, Ari Paransky, and Andrew Pollema.**

The Lake Travis High School Robotics Program is under the direction of **Eric Fogle.**

### BUDGET PROVISIONS

None

### RESOURCE PERSONNEL

Lana Stone – Career and Technical Education Coordinator

Marco Alvarado – Executive Director for Communications & Community Relations

### ATTACHMENTS

None

### MEETING DATE

March 25, 2026



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

LT High5 Award presented by High5 – Round 3 Recipients

### RECOMMENDED ACTION

**No action required. Recognition only.**

### RATIONALE

Five times a year, three district employees are presented with the "LT High5 Award presented by High5." The award recognizes outstanding service beyond self that positively impacts fellow colleagues, students, parents, and/or the Lake Travis community.

All Lake Travis ISD employees are eligible for this award. There is no official nomination form. At any time throughout the school year, any Lake Travis ISD employee may nominate another employee for the award by simply sending an email directly to the District's Executive Director for Communications & Community Relations. Nominees are reviewed and award recipients are selected by the Superintendent's Cabinet.

The following employees are recipients of the third round of the "LT High5 Award" presented by High5:

- **Joelle Nagel** – District Social Worker, Lake Travis High School
- **Amanda Roberts** – District Social Worker, Lake Travis High School
- **Kim Thornley** – Counselor, Bee Cave Middle School

### BUDGET PROVISIONS

None

### RESOURCE PERSONNEL

Marco Alvarado – Executive Director for Communications & Community Relations

### ATTACHMENTS

None

### MEETING DATE

March 25, 2026



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Presentation and Discussion of February 2026 Monthly Financial Reports

### RECOMMENDED ACTION

**No action required. Item is for information and discussion only.**

### RATIONALE

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

The financial highlights for the period ending February 28, 2026, include the following:

- The financial reports reflect activity through 50% of the fiscal year with recorded General Fund expenditures of 44% of the budget.
- Function 91-State Transfers represents the recapture payment made to the State in August. By extrapolating the payment throughout the year, the District has recorded expenditures of 54.7% of the total general operating budget as compared to 54.1% of actual expenditures last year.
- Salaries and benefits paid during summer months to the 10-month employees (teachers, aides, professionals, auxiliary staff) are accrued monthly and are included in recorded expenditures. The total of \$14,608,084 is held in the accrued wages payable account on the balance sheet representing days worked but not paid out since their contract start date in July/August.
- The cash and temporary investments balance for all governmental and proprietary funds totals \$386,576,201. Investment instruments, focused on security and liquidity, include Local Government Investment Pools and money market funds approved under the Public Funds Investment Act.
- Monthly tax collections totaled \$15,554,883 representing a collection rate of 96.18% of 2025 total adjusted tax levy, in comparison to the prior year of 95.97%.
- The total 2018 bond expenditures are approximately \$260.2 million with remaining funds of approximately \$78,604.
- The total 2023 bond expenditures are approximately \$142.6 million with remaining funds of approximately \$197.2 million.



- The total 2024 bond expenditures are approximately \$14 million with remaining funds of approximately \$24.2 million.
- Investments are reported to the Board on a quarterly basis. For the quarter ending February 28, 2026, the interest earnings on deposits totaled \$3,064,074. Average yield on investments has dropped another 30 basis points from 4% to 3.7% during the second quarter of the fiscal year.

### **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 2026
2. Balance Sheet – February 2026
3. Tax Statement – February 2026
4. 2018 Capital Projects Report – February 2026
5. 2023 Capital Projects Report – February 2026
6. 2024 Capital Projects Report – February 2026
7. Quarterly Investment Report – February 2026

### **MEETING DATE**

March 25, 2026

**Lake Travis ISD**  
**STATEMENT OF REVENUE AND EXPENDITURES**  
**GENERAL FUND**

2/28/2026

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 | \$ 127,165,000        | \$ 125,042,050        | \$ 2,122,950         | 98.33%            | \$ 134,879,631        | 97.70%            |
| 5700                 | Other Local Revenues     | 6,663,000             | 2,656,407             | 4,006,593            | 39.87%            | 2,728,902             | 45.44%            |
| 5800                 | State Program Revenue    | 12,386,843            | 6,115,548             | 6,271,295            | 49.37%            | 6,302,358             | 46.94%            |
| 5900                 | Federal Revenue          | 158,500               | 4,225                 | 154,275              | 2.67%             | 4,411                 | 2.60%             |
| <b>Total Revenue</b> |                          | <b>\$ 146,373,343</b> | <b>\$ 133,818,231</b> | <b>\$ 12,555,112</b> | <b>91.42%</b>     | <b>\$ 143,915,303</b> | <b>91.28%</b>     |

*Expenditures*

|                           |                              | Current Year          |                      |                      |               | Prior Year           |               |
|---------------------------|------------------------------|-----------------------|----------------------|----------------------|---------------|----------------------|---------------|
| 11                        | Instruction                  | \$ 68,524,148         | \$ 39,687,756        | \$ 28,836,392        | 57.92%        | \$ 38,454,142        | 57.43%        |
| 12                        | Instructional Resources      | 1,073,267             | 569,197              | 504,070              | 53.03%        | 593,944              | 56.13%        |
| 13                        | Staff Development            | 1,109,437             | 566,071              | 543,366              | 51.02%        | 676,514              | 52.86%        |
| 21                        | Instructional Administration | 2,163,620             | 1,099,845            | 1,063,775            | 50.83%        | 1,266,057            | 47.99%        |
| 23                        | School Administration        | 6,118,653             | 3,311,183            | 2,807,470            | 54.12%        | 3,141,861            | 52.11%        |
| 31                        | Guidance & Counseling        | 5,543,707             | 2,547,040            | 2,996,667            | 45.94%        | 2,510,066            | 52.80%        |
| 32                        | Social Work Services         | 331,186               | 195,513              | 135,673              | 59.03%        | 257,333              | 68.94%        |
| 33                        | Health Services              | 1,077,410             | 622,574              | 454,836              | 57.78%        | 617,210              | 61.57%        |
| 34                        | Transportation               | 4,835,415             | 3,048,937            | 1,786,479            | 63.05%        | 3,015,660            | 54.47%        |
| 35                        | Food Service                 | 122,601               | 61,302               | 61,299               | 50.00%        | 61,302               | 40.45%        |
| 36                        | Co-Curricular Account        | 2,663,157             | 1,536,753            | 1,126,404            | 57.70%        | 1,500,514            | 55.62%        |
| 41                        | General Administration       | 4,305,742             | 2,186,186            | 2,119,556            | 50.77%        | 2,588,821            | 49.77%        |
| 51                        | Plant & Maint. Operation     | 13,041,493            | 7,325,320            | 5,716,173            | 56.17%        | 7,461,349            | 57.73%        |
| 52                        | Security                     | 1,699,736             | 829,686              | 870,050              | 48.81%        | 875,037              | 49.36%        |
| 53                        | Non-Inst. Data Processing    | 2,849,451             | 1,452,737            | 1,396,714            | 50.98%        | 1,520,296            | 49.44%        |
| 61                        | Community Services           | 537,010               | 284,793              | 252,217              | 53.03%        | 278,762              | 45.03%        |
| 71                        | Debt Service                 | 150,000               | -                    | 150,000              | 0.00%         | -                    | 0.00%         |
| 81                        | Facilities/Construction      | 40,867                | 20,436               | 20,431               | 50.01%        | 20,436               | 11.42%        |
| 91                        | State Transfers              | 33,451,320            | -                    | 33,451,320           | 0.00%         | -                    | 0.00%         |
| 93                        | SPED TRF-Regular Day         | 116,760               | -                    | 116,760              | 0.00%         | -                    | 0.00%         |
| 95                        | JJAEP Transfer Payments      | 15,000                | -                    | 15,000               | 0.00%         | 2,322                | 0.15%         |
| 99                        | Travis County Appraisal      | 1,100,000             | 510,529              | 589,471              | 46.41%        | 512,549              | 49.89%        |
| <b>Total Expenditures</b> |                              | <b>\$ 150,869,980</b> | <b>\$ 65,855,855</b> | <b>\$ 85,014,125</b> | <b>43.65%</b> | <b>\$ 65,354,174</b> | <b>39.06%</b> |

*Other Resources and (Uses)*

|                                   |                 |             |             |             |          |             |              |
|-----------------------------------|-----------------|-------------|-------------|-------------|----------|-------------|--------------|
| 7990                              | Other Resources | -           | -           | -           | -        | -           | -            |
| 8990                              | Other Uses      | -           | -           | -           | -        | -           | -            |
| 8911                              | Transfers-Out   | -           | -           | -           | -        | -           | -            |
| <b>Total Resources &amp; Uses</b> |                 | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>-</b> | <b>\$ -</b> | <b>0.00%</b> |

*Fund Balance*

|      |   |                |               |
|------|---|----------------|---------------|
| 1200 | Excess (Deficiency) Of Revenues Over Expenditures | \$ (4,496,637) | \$ 67,962,375 |
| 3000 | Beginning Fund Balance 9/1                        | \$ 31,611,907  |               |
| 3000 | Ending Fund Balance 8/31                          | \$ 27,115,270  |               |
| 3590 | Committed Fund Balance                            | \$ 632,162     |               |
| 3600 | Unassigned Fund Balance                           | \$ 26,483,108  |               |

**Lake Travis ISD**  
**COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES**  
AS OF: February 28, 2026

| <i>Assets</i>                             | General Fund          | Special Revenue Funds | Debt Service Fund    | Capital Projects Fund | Internal Svc., Trust & Agency Funds | Total Funds           |
|---|-----------------------|-----------------------|----------------------|-----------------------|-------------------------------------|-----------------------|
| <b>Current Assets:</b>                    |                       |                       |                      |                       |                                     |                       |
| 1101 Cash                                 | \$ 5,055,590          | \$ 3,270,245          | \$ 2,495,051         | \$ 1,780,643          | \$ 5,226,271                        | \$ 17,827,800         |
| 1103 Temporary Investments                | 106,661,263           | -                     | 40,113,367           | 221,758,539           | 215,232                             | 368,748,401           |
| <b>Total Cash and Investments</b>         | <b>\$ 111,716,853</b> | <b>\$ 3,270,245</b>   | <b>\$ 42,608,417</b> | <b>\$ 223,539,182</b> | <b>\$ 5,441,504</b>                 | <b>\$ 386,576,201</b> |
| <b>Receivables:</b>                       |                       |                       |                      |                       |                                     |                       |
| 1210 Property Taxes-Current               | \$ 5,608,568          | \$ -                  | \$ 2,579,059         | \$ -                  | \$ -                                | \$ 8,187,627          |
| 1220 Property Taxes-Delinquent            | 3,471,390             | -                     | 1,540,279            | -                     | -                                   | 5,011,669             |
| 1230 Allowance-Uncollected Taxes          | (1,315,438)           | -                     | (579,581)            | -                     | -                                   | (1,895,019)           |
| 1240 Due From Federal Agencies            | -                     | (8,181)               | -                    | -                     | -                                   | (8,181)               |
| 1250 Sundry Receivables                   | 23,425                | 2,722                 | -                    | -                     | -                                   | 26,147                |
| 1260 Due From Funds                       | 1,295,644             | -                     | -                    | -                     | -                                   | 1,295,644             |
| 1280 Due From Other Funds Warehouse Items | -                     | -                     | -                    | -                     | (1,665,315)                         | (1,665,315)           |
| 1290 Other Receivables                    | 578,096               | -                     | -                    | -                     | -                                   | 578,096               |
| 1300 Inventories, At Cost                 | 56,687                | 174,286               | -                    | -                     | -                                   | 230,973               |
| <b>Total Receivables</b>                  | <b>\$ 9,718,372</b>   | <b>\$ 168,827</b>     | <b>\$ 3,539,758</b>  | <b>\$ -</b>           | <b>\$ (1,665,315)</b>               | <b>\$ 11,761,642</b>  |
| 1400 Other Current Assets                 | -                     | -                     | -                    | -                     | 419,389.44                          | 419,389.44            |
| <b>Total Assets</b>                       | <b>\$ 121,435,226</b> | <b>\$ 3,439,071</b>   | <b>\$ 46,148,175</b> | <b>\$ 223,539,182</b> | <b>\$ 4,195,579</b>                 | <b>\$ 398,757,233</b> |
| <b>Resources</b>                          |                       |                       |                      |                       |                                     |                       |
| 5010 Estimated Revenue                    | \$ 146,373,343        | \$ 11,495,804         | \$ 62,700,000        | \$ 444,494,997        | \$ 17,995,011                       | \$ 683,059,155        |
| 5030 Less: Realized Revenue               | 133,818,231           | 6,228,685             | 60,611,860           | 4,720,490             | 6,604,510                           | 211,983,775           |
| 5000 Revenues to be Received              | 12,555,112            | 5,267,119             | 2,088,140            | 439,774,507           | 11,390,501                          | 471,075,380           |
| <b>Total Assets &amp; Resources</b>       | <b>\$ 133,990,338</b> | <b>\$ 8,706,191</b>   | <b>\$ 48,236,315</b> | <b>\$ 663,313,689</b> | <b>\$ 15,586,080</b>                | <b>\$ 869,832,612</b> |
| <b>Liabilities</b>                        |                       |                       |                      |                       |                                     |                       |
| <b>Current Liabilities:</b>               |                       |                       |                      |                       |                                     |                       |
| 2110 Accounts Payable                     | \$ 2,036              | \$ -                  | \$ -                 | \$ -                  | \$ 1,730,444                        | \$ 1,732,480          |
| 2160 Accrued Wages Payable                | 13,544,577            | 745,985               | -                    | 92,152                | 225,369                             | 14,608,084            |
| 2170 Due To Other Funds                   | (6,938)               | (10,072)              | -                    | (25,269)              | (334,972)                           | (377,251)             |
| 2180 Due To Other Govt's                  | 1,070                 | -                     | -                    | -                     | -                                   | 1,070                 |
| 2190 Due To Student Groups                | -                     | -                     | -                    | -                     | -                                   | -                     |
| 2150 Payroll Deduct & Withhold            | -                     | -                     | -                    | -                     | 70,087                              | 70,087                |
| <b>Total Current Payables</b>             | <b>\$ 13,540,745</b>  | <b>\$ 735,914</b>     | <b>\$ -</b>          | <b>\$ 66,883</b>      | <b>\$ 1,690,929</b>                 | <b>\$ 16,034,469</b>  |
| 2210 Accrued Expenses                     | -                     | -                     | -                    | 1,994,318             | 691,515                             | 2,685,833             |
| 2300 Deferred Revenue                     | -                     | 422,551               | -                    | -                     | -                                   | 422,551               |
| 2400 Payable From Restricted Assets       | -                     | -                     | -                    | -                     | -                                   | -                     |
| 2600 Deferred Inflows                     | 8,320,199             | -                     | 3,531,607            | -                     | -                                   | 11,851,806            |
| <b>Total Liabilities</b>                  | <b>\$ 21,860,943</b>  | <b>\$ 1,158,465</b>   | <b>\$ 3,531,607</b>  | <b>\$ 2,061,201</b>   | <b>\$ 2,382,444</b>                 | <b>\$ 30,994,659</b>  |
| <b>Fund Equity</b>                        |                       |                       |                      |                       |                                     |                       |
| 6010 Appropriations                       | \$ 150,869,980        | \$ 13,191,632         | \$ 61,712,680        | \$ 686,213,952        | \$ 17,995,011                       | \$ 929,983,255        |
| 6050 Less: Expenditures                   | (65,855,855)          | (5,964,816)           | (29,058,565)         | (35,171,683)          | (8,256,244)                         | (144,307,163)         |
| 6030 Encumbrances                         | -                     | -                     | -                    | -                     | -                                   | -                     |
| <b>Available Appropriations</b>           | <b>\$ 85,014,125</b>  | <b>\$ 7,226,816</b>   | <b>\$ 32,654,115</b> | <b>\$ 651,042,269</b> | <b>\$ 9,738,767</b>                 | <b>\$ 785,676,092</b> |
| 4310 Reserve For Encumbrances             | -                     | -                     | -                    | -                     | -                                   | -                     |
| 3600 Unassigned Fund Balance              | 26,483,108            | 320,910               | 12,050,593           | 10,210,219            | 3,464,870                           | 52,529,700            |
| 3590 Committed Fund Balance - Accr. Leave | 632,162               | -                     | -                    | -                     | -                                   | 632,162               |
| <b>Total Liability &amp; Fund Equity</b>  | <b>\$ 133,990,338</b> | <b>\$ 8,706,191</b>   | <b>\$ 48,236,315</b> | <b>\$ 663,313,689</b> | <b>\$ 15,586,080</b>                | <b>\$ 869,832,612</b> |

SUMMARY OF TAX COLLECTIONS  
AS OF FEBRUARY 2026

|   |                   |
|---|-------------------|
| 2025-26 Original Tax Levy .....               | \$ 191,562,699.91 |
| Delinquent Taxes as of 8/31/2025 .....        | 6,316,729.71      |
| Total Receivables for 2025-26 .....           | \$ 197,879,429.62 |
| Current Year Adjustments .....                | (833,342.95)      |
| Prior Year Adjustments .....                  | (396,938.79)      |
| Adjusted Receivables.....                     | \$ 196,649,147.88 |
| Total Net Collections To Date .....           | (184,022,376.99)  |
| Outstanding Receivables as of ..... 2/28/2026 | \$ 12,626,770.89  |

| <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              | \$ 127,165,000.00 | \$ 125,042,050.37    | \$ 2,122,949.63            | 98.33%                       |
| Maintenance - Prior Year Tax           | 200,000.00        | 629,020.68           | (429,020.68)               | 314.51%                      |
| Maintenance - Penalties & Interest     | 850,000.00        | 394,536.06           | 455,463.94                 | 46.42%                       |
| Sub-total                              | \$ 128,215,000.00 | \$ 126,065,607.11    | \$ 2,149,392.89            | 98.32%                       |
|  |                   |                      |                            |                              |
| Debt Service - Current Tax             | \$ 58,500,000.00  | \$ 57,499,679.16     | \$ 1,000,320.84            | 98.29%                       |
| Debt Service - Prior Year Tax          | 0.00              | 279,100.76           | (279,100.76)               | 0.00%                        |
| Debt Service - Penalties & Interest    | 300,000.00        | 177,989.96           | 122,010.04                 | 59.33%                       |
| Sub-total                              | \$ 58,800,000.00  | \$ 57,956,769.88     | \$ 843,230.12              | 98.57%                       |
|  |                   |                      |                            |                              |
| Total Collections                      | \$ 187,015,000.00 | \$ 184,022,376.99    | \$ 2,992,623.01            | 98.40%                       |

| <u>Tax Collection Comparison with 2025-26: Adjusted Tax Roll</u> | <u>2025-26</u> | <u>2024-25</u> | <u>2023-24</u> |
|--|----------------|----------------|----------------|
| Percent of Current Year Taxes Collected                          | 95.71%         | 95.82%         | 96.07%         |
| Percent of Total Taxes Collected                                 | 96.18%         | 95.97%         | 95.03%         |
| Percent of Total Taxes and P & I Collected                       | 96.48%         | 96.26%         | 95.29%         |

| <u>Tax Collection Comparison with 2025-26: Original Tax Roll</u> | <u>2025-26</u> | <u>2024-25</u> | <u>2023-24</u> |
|--|----------------|----------------|----------------|
| Percent of Current Year Taxes Collected                          | 95.29%         | 95.24%         | 95.56%         |
| Percent of Total Taxes Collected                                 | 95.76%         | 95.39%         | 94.52%         |
| Percent of Total Taxes and P & I Collected                       | 96.06%         | 95.67%         | 94.78%         |

**Lake Travis ISD  
2018 Bond Program Summary  
February 28, 2026**

| <b>Resources</b>                       | <b>Original<br/>Budget</b> | <b>Amended<br/>Budget</b> | <b>Total<br/>Resources</b> | <b>Balance</b> |
|--|----------------------------|---------------------------|----------------------------|----------------|
| 1 Bond Proceeds                        | 253,000,000.00             | 236,305,111.00            | 236,305,111.42             | (0.42)         |
| 2 Interest Revenue                     | 0.00                       | 5,389,222.00              | 5,389,221.74               | 0.26           |
| 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)         |
| <b>Total Resources</b>                 | <b>253,000,000.00</b>      | <b>260,325,511.00</b>     | <b>260,325,511.51</b>      | <b>(0.51)</b>  |

| <b>Appropriations</b>                  | <b>Original<br/>Budget</b> | <b>Amended<br/>Budget</b> | <b>Total<br/>Expended</b> | <b>Balance to<br/>Complete</b> |
|--|----------------------------|---------------------------|---------------------------|--------------------------------|
| 10 Elementary School #7                | 31,511,000.00              | 34,600,445.00             | 34,600,444.21             | 0.79                           |
| 20 Elementary School (Bee Creek Rd)    | 3,979,000.00               | 7,594,145.00              | 7,594,144.33              | 0.67                           |
| 30 Secondary School #2                 | 13,802,000.00              | 7,225,995.00              | 7,225,994.01              | 0.99                           |
| 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              | 60,352,651.00             | 60,274,054.92             | 78,596.08                      |
| 60/70 Small Renovation Improvements    | 16,927,133.00              | 11,828,948.00             | 11,828,947.58             | 0.42                           |
| <b>Construction/Renovation</b>         | <b>178,809,975.00</b>      | <b>198,916,196.00</b>     | <b>198,837,596.71</b>     | <b>78,599.29</b>               |
| 81 Instructional Materials & Equipment | 5,707,000.00               | 4,169,372.00              | 4,169,371.01              | 0.99                           |
| 82 Technology                          | 29,901,700.00              | 25,608,118.00             | 25,608,117.83             | 0.17                           |
| 83 Copy Machines                       | 750,000.00                 | 1,093,944.00              | 1,093,943.97              | 0.03                           |
| 84 Maintenance                         | 600,000.00                 | 793,831.00                | 793,830.93                | 0.07                           |
| 85 Food & Nutrition Services           | 3,950,789.00               | 1,948,974.00              | 1,948,973.36              | 0.64                           |
| 86 Transportation                      | 13,300,000.00              | 8,939,816.00              | 8,939,815.11              | 0.89                           |
| 87 District Furniture & Equipment      | 6,000,000.00               | 6,959,895.00              | 6,959,894.41              | 0.59                           |
| 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               | 4,427,897.00              | 4,427,897.00              | 0.00                           |
| 95 Program Administration              | 3,200,000.00               | 3,918,027.00              | 3,918,026.83              | 0.17                           |
| 97 LTMS Wastewater Expansion           | 0.00                       | 464,797.00                | 464,796.98                | 0.02                           |
| <b>Other Programs</b>                  | <b>74,190,025.00</b>       | <b>61,409,756.00</b>      | <b>61,409,751.65</b>      | <b>4.35</b>                    |
| <b>Total 2018 Bond Program</b>         | <b>253,000,000.00</b>      | <b>260,325,952.00</b>     | <b>260,247,348.36</b>     | <b>78,603.64</b>               |

**Lake Travis ISD**  
**2023 Bond Program**  
**February 28, 2026**

| <b>Resources</b>          | <b>Original Budget</b> | <b>Amended Budget</b> | <b>Total Resources</b> | <b>Balance</b>        |
|---------------------------|------------------------|-----------------------|------------------------|-----------------------|
| Bond Proceeds -Prop A     | 548,410,330.00         | 548,410,330.00        | 246,715,051.13         | 301,695,278.87        |
| Bond Proceeds -Prop B     | 60,790,110.00          | 60,790,110.00         | 40,639,386.23          | 20,150,723.77         |
| Interest Revenue - Prop A | 0.00                   | 38,700,000.00         | 32,441,789.29          | 6,258,210.71          |
| Interest Revenue - Prop B | 0.00                   | 6,300,000.00          | 5,281,221.51           | 1,018,778.49          |
| Positive Bond Arbitrage   | 0.00                   | (8,064,527.00)        | 0.00                   | (8,064,527.00)        |
| Bond Premiums             | 0.00                   | 14,705,427.00         | 14,705,427.00          | 0.00                  |
| <b>Total Resources</b>    | <b>609,200,440.00</b>  | <b>660,841,340.00</b> | <b>339,782,875.16</b>  | <b>321,058,464.84</b> |

| <b>Appropriations</b>               | <b>Original Budget</b> | <b>Amended Budget</b> | <b>Total Expended</b> | <b>Balance to Complete</b> |
|-------------------------------------|------------------------|-----------------------|-----------------------|----------------------------|
| Elementary School (Bee Creek Rd)    | 50,917,526.00          | 50,917,526.00         | 172,706.74            | 50,744,819.26              |
| Elementary School #8 (HPR)          | 55,517,521.00          | 55,517,521.00         | 5,699,250.03          | 49,818,270.97              |
| Secondary School #2                 | 179,990,620.00         | 182,990,620.00        | 24,824,647.32         | 158,165,972.68             |
| Campus/District Facilities Projects | 177,393,335.00         | 173,760,436.00        | 46,675,669.57         | 127,084,766.43             |
| FCA Projects                        | 36,312,528.00          | 36,258,577.00         | 7,615,217.33          | 28,643,359.67              |
| Technology Improvements             | 60,790,110.00          | 60,790,110.00         | 30,758,728.47         | 30,031,381.53              |
| <b>Construction/Renovation</b>      | <b>560,921,640.00</b>  | <b>560,234,790.00</b> | <b>115,746,219.46</b> | <b>444,488,570.54</b>      |

|  |               |               |               |               |
|--|---------------|---------------|---------------|---------------|
| Curriculum and Instructional Materials | 1,800,000.00  | 5,452,003.00  | 1,810,858.41  | 3,641,144.59  |
| Copy Machines                          | 585,300.00    | 585,300.00    | 321,827.23    | 263,472.77    |
| Maintenance                            | 273,500.00    | 298,500.00    | 249,746.90    | 48,753.10     |
| Transportation                         | 9,620,000.00  | 9,641,850.00  | 3,304,556.37  | 6,337,293.63  |
| District Furniture & Equipment         | 1,500,000.00  | 1,655,366.00  | 698,795.45    | 956,570.55    |
| FANS Equipment                         | 0.00          | 3,879,972.00  | 485,486.71    | 3,394,485.29  |
| Land                                   | 15,000,000.00 | 17,095,439.00 | 16,497,302.46 | 598,136.54    |
| Bond Closing                           | 4,000,000.00  | 4,000,000.00  | 2,059,864.36  | 1,940,135.64  |
| Contingency                            | 12,000,000.00 | 53,853,120.00 | 0.00          | 53,853,120.00 |
| Program Management                     | 3,500,000.00  | 3,600,000.00  | 884,083.93    | 2,715,916.07  |
| Miscellaneous                          | 0.00          | 545,000.00    | 520,756.94    | 24,243.06     |

|                       |                      |                       |                      |                      |
|-----------------------|----------------------|-----------------------|----------------------|----------------------|
| <b>Other Programs</b> | <b>48,278,800.00</b> | <b>100,606,550.00</b> | <b>26,833,278.76</b> | <b>73,773,271.24</b> |
|-----------------------|----------------------|-----------------------|----------------------|----------------------|

|                                |                       |                       |                       |                       |
|--------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Total 2023 Bond Program</b> | <b>609,200,440.00</b> | <b>660,841,340.00</b> | <b>142,579,498.22</b> | <b>518,261,841.78</b> |
|--------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|

**Lake Travis ISD**  
**2024 Bond Program - Athletics**  
**February 28, 2026**

| <b>Resources</b>                       | <b>Original<br/>Budget</b> | <b>Amended<br/>Budget</b> | <b>Total<br/>Resources</b> | <b>Balance</b>        |
|--|----------------------------|---------------------------|----------------------------|-----------------------|
| 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              | 2,893,088.13               | 106,911.87            |
| 3 Interest Subject to Arbitrage Rebate | 0.00                       | (663,076.00)              | 0.00                       | (663,076.00)          |
| 4 Bond Premiums                        | 0.00                       | 1,855,303.00              | 1,855,303.30               | (0.30)                |
| <b>Total Resources</b>                 | <b>143,093,994.00</b>      | <b>147,286,221.00</b>     | <b>38,188,391.43</b>       | <b>109,097,829.57</b> |

| <b>Appropriations</b>          | <b>Original<br/>Budget</b> | <b>Amended<br/>Budget</b> | <b>Total<br/>Expended</b> | <b>Balance to<br/>Complete</b> |
|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| 10 Lake Travis High School     | 35,638,190.00              | 35,638,190.00             | 13,504,359.28             | 22,133,830.72                  |
| 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              | 202,013.00                | 2,105,791.00                   |
| 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                       | 3,692,227.00              | 0.00                      | 3,692,227.00                   |
| <b>Construction/Renovation</b> | <b>143,093,994.00</b>      | <b>147,286,221.00</b>     | <b>14,001,675.58</b>      | <b>133,284,545.42</b>          |
| <b>Total 2024 Bond Program</b> | <b>143,093,994.00</b>      | <b>147,286,221.00</b>     | <b>14,001,675.58</b>      | <b>133,284,545.42</b>          |

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT  
 QUARTERLY INVESTMENT SCHEDULE  
 For the Quarter Ending 02/28/2026

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        | 9,037,527                       | 86,650,440                     | 95,687,967                   | 9,037,527                         | 86,650,440                     | 95,687,967                     | 365,755                   | 629,719                 |
| Debt Service             | 11,031,468                      | 24,102,906                     | 35,134,374                   | 11,031,468                        | 24,102,906                     | 35,134,374                     | 218,736                   | 329,830                 |
| Capital Projects 2023    | 211,385,079                     | (13,374,443)                   | 198,010,637                  | 211,385,079                       | (13,374,443)                   | 198,010,637                    | 1,911,679                 | 4,167,275               |
| Capital Projects 2024    | 29,236,961                      | (5,489,058)                    | 23,747,903                   | 29,236,961                        | (5,489,058)                    | 23,747,903                     | 242,218                   | 550,534                 |
| Tax Clearing             | 5,231,129                       | 10,105,257                     | 15,336,387                   | 5,231,129                         | 10,105,257                     | 15,336,387                     | 324,197                   | 329,744                 |
| Workers Comp Fund        | 213,743                         | 1,489                          | 215,232                      | 213,743                           | 1,489                          | 215,232                        | 1,489                     | 3,155                   |
| <b>TOTAL INVESTMENTS</b> | <b>266,135,907</b>              | <b>101,996,592</b>             | <b>368,132,499</b>           | <b>266,135,907</b>                | <b>101,996,592</b>             | <b>368,132,499</b>             | <b>3,064,074</b>          | <b>6,010,257</b>        |

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 |
|----------------------------|-----------|---------------------------------|--------------------------------|------------------------------|-----------------------------------|--------------------------------|--------------------------------|---------------------------|-------------------------|
| <b>TexPool</b>             |           |                                 |                                |                              |                                   |                                |                                |                           |                         |
| Local Maintenance          | 3.68%     | 164,946                         | 85,564,659                     | 85,729,605                   | 164,946                           | 85,564,659                     | 85,729,605                     | 279,974                   | 341,638                 |
| Debt Service               | 3.68%     | 10,588,924                      | 24,100,086                     | 34,689,009                   | 10,588,924                        | 24,100,086                     | 34,689,009                     | 215,916                   | 323,929                 |
| Capital Projects 2023      | 3.68%     | 73,601,182                      | (11,711,421)                   | 61,889,761                   | 73,601,182                        | (11,711,421)                   | 61,889,761                     | 574,700                   | 1,470,032               |
| Capital Projects 2024      | 3.68%     | 26,016,870                      | (5,511,571)                    | 20,505,299                   | 26,016,870                        | (5,511,571)                    | 20,505,299                     | 219,706                   | 498,042                 |
| Tax Clearing               | 3.68%     | 5,231,129                       | 10,105,257                     | 15,336,387                   | 5,231,129                         | 10,105,257                     | 15,336,387                     | 324,197                   | 329,744                 |
| Workers Comp Fund          | 3.68%     | 131,991                         | 1,221                          | 133,213                      | 131,991                           | 1,221                          | 133,213                        | 1,221                     | 2,570                   |
| <b>Total TexPool</b>       |           | <b>115,735,042</b>              | <b>102,548,232</b>             | <b>218,283,275</b>           | <b>115,735,042</b>                | <b>102,548,232</b>             | <b>218,283,275</b>             | <b>1,615,714</b>          | <b>2,965,956</b>        |
| <b>TEXAS CLASS</b>         |           |                                 |                                |                              |                                   |                                |                                |                           |                         |
| Local Maintenance          | 3.80%     | 8,119,718                       | 77,994                         | 8,197,712                    | 8,119,718                         | 77,994                         | 8,197,712                      | 77,994                    | 255,384                 |
| Capital Projects 2023      | 3.80%     | 124,889,209                     | 1,199,618                      | 126,088,827                  | 124,889,209                       | 1,199,618                      | 126,088,827                    | 1,199,618                 | 2,422,101               |
| <b>Total MBIA</b>          |           | <b>133,008,927</b>              | <b>1,277,611</b>               | <b>134,286,539</b>           | <b>133,008,927</b>                | <b>1,277,611</b>               | <b>134,286,539</b>             | <b>1,277,611</b>          | <b>2,677,486</b>        |
| <b>Prosperity</b>          |           |                                 |                                |                              |                                   |                                |                                |                           |                         |
| Local Maintenance          | 3.56%     | 752,863                         | 1,007,787                      | 1,760,650                    | 752,863                           | 1,007,787                      | 1,760,650                      | 7,787                     | 32,697                  |
| Debt Service               | 2.58%     | 442,544                         | 2,820                          | 445,364                      | 442,544                           | 2,820                          | 445,364                        | 2,820                     | 5,901                   |
| Capital Projects 2023      | 3.56%     | 12,894,688                      | (2,862,639)                    | 10,032,048                   | 12,894,688                        | (2,862,639)                    | 10,032,048                     | 137,361                   | 275,141                 |
| Capital Projects 2024      | 2.84%     | 3,220,091                       | 22,513                         | 3,242,604                    | 3,220,091                         | 22,513                         | 3,242,604                      | 22,513                    | 52,493                  |
| Workers Comp Fund          | 1.31%     | 81,752                          | 268                            | 82,020                       | 81,752                            | 268                            | 82,020                         | 268                       | 584                     |
| <b>Total Prosperity</b>    |           | <b>17,391,937</b>               | <b>(1,829,251)</b>             | <b>15,562,686</b>            | <b>17,391,937</b>                 | <b>(1,829,251)</b>             | <b>15,562,686</b>              | <b>170,749</b>            | <b>366,816</b>          |
| <b>Total Money Markets</b> |           | <b>266,135,907</b>              | <b>101,996,592</b>             | <b>368,132,499</b>           | <b>266,135,907</b>                | <b>101,996,592</b>             | <b>368,132,499</b>             | <b>3,064,074</b>          | <b>6,010,257</b>        |
| <b>TOTAL INVESTMENTS</b>   |           | <b>266,135,907</b>              | <b>101,996,592</b>             | <b>368,132,499</b>           | <b>266,135,907</b>                | <b>101,996,592</b>             | <b>368,132,499</b>             | <b>3,064,074</b>          | <b>6,010,257</b>        |

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.

This report is prepared in compliance with Lake Travis ISD Investment Policies CDA(Legal) and CDA(Local) and with the Public Funds Investment Act, TX Govt Code Ch. 2216

  
 Pam Sanchez, Assistant Supt. For Business and Financial Services

3/4/26  
 Date

  
 Brad Goerke, Director of Finance  
 3/4/26  
 Date



***Lake Travis ISD***

*2025-26 Monthly Financial Reports  
Ending February 2026*

## ***Summary of financial highlights:***

- **Statement of Revenues and Expenditures reflects 50% (6 months) through our fiscal year. The actual expenditures through February total 44% of the general operating budget.**
- By extrapolating state recapture payment evenly throughout 12 months, expenditures through February totals 54.7% of the general operating budget as compared to 54.1% last year.
- Total tax collections were \$16 million for February bringing the overall tax collection rate to 96.18% as compared to 95.97% last year.
- For quarter ending February, interest earnings on investments for all funds totaled \$3 million bringing the year to date total to \$6 million.
- Average investment yields dropped another 30 basis point from 4% to 3.7% during the second quarter of the fiscal year.

**Lake Travis ISD**  
STATEMENT OF REVENUE AND EXPENDITURES  
GENERAL FUND

**50% (6 months)  
through fiscal  
year**

|                 |                          | Current Year          |                       |                      |                   | Prior Year            |                   |
|-----------------|--------------------------|-----------------------|-----------------------|----------------------|-------------------|-----------------------|-------------------|
|                 |                          | Budget                | Actual                | Balance              | Percent of Budget | Cumulative Actual     | Percent of Actual |
| <b>Revenues</b> |                          |                       |                       |                      |                   |                       |                   |
| 5711            | Current Year Tax Revenue | \$ 127,165,000        | \$ 125,042,050        | \$ 2,122,950         | 98.33%            | \$ 134,879,631        | 97.70%            |
| 5700            | Other Local Revenues     | 6,663,000             | 2,656,407             | 4,006,593            | 39.87%            | 2,728,902             | 45.44%            |
| 5800            | State Program Revenue    | 12,386,843            | 6,115,548             | 6,271,295            | 49.37%            | 6,302,358             | 46.94%            |
| 5900            | Federal Revenue          | 158,500               | 4,225                 | 154,275              | 2.67%             | 4,411                 | 2.60%             |
|                 | <b>Total Revenue</b>     | <b>\$ 146,373,343</b> | <b>\$ 133,818,231</b> | <b>\$ 12,555,112</b> | <b>91.42%</b>     | <b>\$ 143,915,303</b> | <b>91.28%</b>     |

|                     |                              |                       |                      |                      |               |                      |               |
|---------------------|------------------------------|-----------------------|----------------------|----------------------|---------------|----------------------|---------------|
| <b>Expenditures</b> |                              |                       |                      |                      |               |                      |               |
| 11                  | Instruction                  | \$ 68,524,148         | \$ 39,687,756        | \$ 28,836,392        | 57.92%        | \$ 38,454,142        | 57.43%        |
| 12                  | Instructional Resources      | 1,073,267             | 569,197              | 504,070              | 53.03%        | 593,944              | 56.13%        |
| 13                  | Staff Development            | 1,109,437             | 566,071              | 543,366              | 51.02%        | 676,514              | 52.86%        |
| 21                  | Instructional Administration | 2,163,620             | 1,099,845            | 1,063,775            | 50.83%        | 1,266,057            | 47.99%        |
| 23                  | School Administration        | 6,118,653             | 3,311,183            | 2,807,470            | 54.12%        | 3,141,861            | 52.11%        |
| 31                  | Guidance & Counseling        | 5,543,707             | 2,547,040            | 2,996,667            | 45.94%        | 2,510,066            | 52.80%        |
| 32                  | Social Work Services         | 331,186               | 195,513              | 135,673              | 59.03%        | 257,333              | 68.94%        |
| 33                  | Health Services              | 1,077,410             | 622,574              | 454,836              | 57.78%        | 617,210              | 61.57%        |
| 34                  | Transportation               | 4,835,415             | 3,048,937            | 1,786,479            | 63.05%        | 3,015,660            | 54.47%        |
| 35                  | Food Service                 | 122,601               | 61,302               | 61,299               | 50.00%        | 61,302               | 40.45%        |
| 36                  | Co-Curricular Account        | 2,663,157             | 1,536,753            | 1,126,404            | 57.70%        | 1,500,514            | 55.62%        |
| 41                  | General Administration       | 4,305,742             | 2,186,186            | 2,119,556            | 50.77%        | 2,588,821            | 49.77%        |
| 51                  | Plant & Maint. Operation     | 13,041,493            | 7,325,320            | 5,716,173            | 56.17%        | 7,461,349            | 57.73%        |
| 52                  | Security                     | 1,699,736             | 829,686              | 870,050              | 48.81%        | 875,037              | 49.36%        |
| 53                  | Non-Inst. Data Processing    | 2,849,451             | 1,452,737            | 1,396,714            | 50.98%        | 1,520,296            | 49.44%        |
| 61                  | Community Services           | 537,010               | 284,793              | 252,217              | 53.03%        | 278,762              | 45.03%        |
| 71                  | Debt Service                 | 150,000               | -                    | 150,000              | 0.00%         | -                    | 0.00%         |
| 81                  | Facilities/Construction      | 40,867                | 20,436               | 20,431               | 50.01%        | 20,436               | 11.42%        |
| 91                  | State Transfers              | 33,451,320            | -                    | 33,451,320           | 0.00%         | -                    | 0.00%         |
| 93                  | SPED TRF-Regular Day         | 116,760               | -                    | 116,760              | 0.00%         | -                    | 0.00%         |
| 95                  | JJAEP Transfer Payments      | 15,000                | -                    | 15,000               | 0.00%         | 2,322                | 0.15%         |
| 99                  | Travis County Appraisal      | 1,100,000             | 510,529              | 589,471              | 46.41%        | 512,549              | 49.89%        |
|                     | <b>Total Expenditures</b>    | <b>\$ 150,869,980</b> | <b>\$ 65,855,855</b> | <b>\$ 85,014,125</b> | <b>43.65%</b> | <b>\$ 65,354,174</b> | <b>39.06%</b> |

|                                   |                                   |             |             |             |          |             |              |
|-----------------------------------|-----------------------------------|-------------|-------------|-------------|----------|-------------|--------------|
| <b>Other Resources and (Uses)</b> |                                   |             |             |             |          |             |              |
| 7990                              | Other Resources                   | -           | -           | -           | -        | -           | -            |
| 8990                              | Other Uses                        | -           | -           | -           | -        | -           | -            |
| 8911                              | Transfers-Out                     | -           | -           | -           | -        | -           | -            |
|                                   | <b>Total Resources &amp; Uses</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>-</b> | <b>\$ -</b> | <b>0.00%</b> |

|                     |   |                |               |
|---------------------|---|----------------|---------------|
| <b>Fund Balance</b> |   |                |               |
| 1200                | Excess (Deficiency) Of Revenues Over Expenditures | \$ (4,496,637) | \$ 67,962,375 |
| 3000                | Beginning Fund Balance 9/1                        | \$ 31,611,907  |               |
| 3000                | Ending Fund Balance 8/31                          | \$ 27,115,270  |               |
| 3590                | Committed Fund Balance                            | \$ 632,162     |               |
| 3600                | Unassigned Fund Balance                           | \$ 26,483,108  |               |

## *Summary of financial highlights:*

- Statement of Revenues and Expenditures reflects 50% (6 months) through our fiscal year. The actual expenditures through February total 44% of the general operating budget.
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**Lake Travis ISD**  
STATEMENT OF REVENUE AND EXPENDITURES  
GENERAL FUND

50% (6 months)  
through fiscal  
year

|                      |                          | Current Year          |                       |                      |                   | Prior Year            |                   |
|----------------------|--------------------------|-----------------------|-----------------------|----------------------|-------------------|-----------------------|-------------------|
|                      |                          | 2/28/2026             |                       |                      |                   |                       |                   |
| <i>Revenues</i>      |                          | Budget                | Actual                | Balance              | Percent of Budget | Cumulative Actual     | Percent of Actual |
| 5711                 | Current Year Tax Revenue | \$ 127,165,000        | \$ 125,042,050        | \$ 2,122,950         | 98.33%            | \$ 134,879,631        | 97.70%            |
| 5700                 | Other Local Revenues     | 6,663,000             | 2,656,407             | 4,006,593            | 39.87%            | 2,728,902             | 45.44%            |
| 5800                 | State Program Revenue    | 12,386,843            | 6,115,548             | 6,271,295            | 49.37%            | 6,302,358             | 46.94%            |
| 5900                 | Federal Revenue          | 158,500               | 4,225                 | 154,275              | 2.67%             | 4,411                 | 2.60%             |
| <b>Total Revenue</b> |                          | <b>\$ 146,373,343</b> | <b>\$ 133,818,231</b> | <b>\$ 12,555,112</b> | <b>91.42%</b>     | <b>\$ 143,915,303</b> | <b>91.28%</b>     |

| <i>Expenditures</i>       |                              | Budget                | Actual               | Balance              | Percent of Budget | Cumulative Actual    | Percent of Actual |
|---------------------------|------------------------------|-----------------------|----------------------|----------------------|-------------------|----------------------|-------------------|
| 11                        | Instruction                  | \$ 68,524,148         | \$ 39,687,756        | \$ 28,836,392        | 57.92%            | \$ 38,454,142        | 57.43%            |
| 12                        | Instructional Resources      | 1,073,267             | 569,197              | 504,070              | 53.03%            | 593,944              | 56.13%            |
| 13                        | Staff Development            | 1,109,437             | 566,071              | 543,366              | 51.02%            | 676,514              | 52.86%            |
| 21                        | Instructional Administration | 2,163,620             | 1,099,845            | 1,063,775            | 50.83%            | 1,266,057            | 47.99%            |
| 23                        | School Administration        | 6,118,653             | 3,311,183            | 2,807,470            | 54.12%            | 3,141,861            | 52.11%            |
| 31                        | Guidance & Counseling        | 5,543,707             | 2,547,040            | 2,996,667            | 45.94%            | 2,510,066            | 52.80%            |
| 32                        | Social Work Services         | 331,186               | 195,513              | 135,673              | 59.03%            | 257,333              | 68.94%            |
| 33                        | Health Services              | 1,077,410             | 622,574              | 454,836              | 57.78%            | 617,210              | 61.57%            |
| 34                        | Transportation               | 4,835,415             | 3,048,937            | 1,786,479            | 63.05%            | 3,015,660            | 54.47%            |
| 35                        | Food Service                 | 122,601               | 61,302               | 61,299               | 50.00%            | 61,302               | 40.45%            |
| 36                        | Co-Curricular Account        | 2,663,157             | 1,536,753            | 1,126,404            | 57.70%            | 1,500,514            | 55.62%            |
| 41                        | General Administration       | 4,305,742             | 2,186,186            | 2,119,556            | 50.77%            | 2,588,821            | 49.77%            |
| 51                        | Plant & Maint. Operation     | 13,041,493            | 7,325,320            | 5,716,173            | 56.17%            | 7,461,349            | 57.73%            |
| 52                        | Security                     | 1,699,736             | 829,686              | 870,050              | 48.81%            | 875,037              | 49.36%            |
| 53                        | Non-Inst. Data Processing    | 2,849,451             | 1,452,737            | 1,396,714            | 50.98%            | 1,520,296            | 49.44%            |
| 61                        | Community Services           | 537,010               | 284,793              | 252,217              | 53.03%            | 278,762              | 45.03%            |
| 71                        | Debt Service                 | 150,000               | -                    | 150,000              | 0.00%             | -                    | 0.00%             |
| 81                        | Facilities/Construction      | 40,867                | 20,436               | 20,431               | 50.01%            | 20,436               | 11.42%            |
| 91                        | State Transfers              | 33,451,320            | -                    | 33,451,320           | 0.00%             | -                    | 0.00%             |
| 93                        | SPED TRF-Regular Day         | 116,760               | -                    | 116,760              | 0.00%             | -                    | 0.00%             |
| 95                        | JJAEP Transfer Payments      | 15,000                | -                    | 15,000               | 0.00%             | 2,322                | 0.15%             |
| 99                        | Travis County Appraisal      | 1,100,000             | 510,529              | 589,471              | 46.41%            | 512,549              | 49.89%            |
| <b>Total Expenditures</b> |                              | <b>\$ 150,869,980</b> | <b>\$ 65,855,855</b> | <b>\$ 85,014,125</b> | <b>43.65%</b>     | <b>\$ 65,354,174</b> | <b>39.06%</b>     |



| <i>Other Resources and (Uses)</i> |                 | Budget      | Actual      | Balance     | Percent of Budget | Cumulative Actual | Percent of Actual |
|-----------------------------------|-----------------|-------------|-------------|-------------|-------------------|-------------------|-------------------|
| 7990                              | Other Resources | -           | -           | -           | -                 | -                 | -                 |
| 8990                              | Other Uses      | -           | -           | -           | -                 | -                 | -                 |
| 8911                              | Transfers-Out   | -           | -           | -           | -                 | -                 | -                 |
| <b>Total Resources &amp; Uses</b> |                 | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>-</b>          | <b>\$ -</b>       | <b>0.00%</b>      |

\$82,581,515      54.7%

| <i>Fund Balance</i> |   | Budget         | Actual        |
|---------------------|---|----------------|---------------|
| 1200                | Excess (Deficiency) Of Revenues Over Expenditures | \$ (4,496,637) | \$ 67,962,375 |
| 3000                | Beginning Fund Balance 9/1                        | \$ 31,611,907  |               |
| 3000                | Ending Fund Balance 8/31                          | \$ 27,115,270  |               |
| 3590                | Committed Fund Balance                            | \$ 632,162     |               |
| 3600                | Unassigned Fund Balance                           | \$ 26,483,108  |               |

## *Summary of financial highlights:*

- Statement of Revenues and Expenditures reflects 50% (6 months) through our fiscal year. The actual expenditures through February total 44% of the general operating budget.
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- Average investment yields dropped another 30 basis point from 4% to 3.7% during the second quarter of the fiscal year.

SUMMARY OF TAX COLLECTIONS  
AS OF FEBRUARY 2026

|   |                             |
|---|-----------------------------|
| 2025-26 Original Tax Levy .....                   | \$ 191,562,699.91           |
| Delinquent Taxes as of 8/31/2025 .....            | <u>6,316,729.71</u>         |
| <br>Total Receivables for 2025-26 .....           | <br>\$ 197,879,429.62       |
| Current Year Adjustments .....                    | (833,342.95)                |
| Prior Year Adjustments .....                      | <u>(396,938.79)</u>         |
| <br>Adjusted Receivables.....                     | <br>\$ 196,649,147.88       |
| Total Net Collections To Date .....               | <u>(184,022,376.99)</u>     |
| <br>Outstanding Receivables as of ..... 2/28/2026 | <br>\$ <u>12,626,770.89</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              | \$ 127,165,000.00            | \$ 125,042,050.37            | \$ 2,122,949.63            | 98.33%                       |
| Maintenance - Prior Year Tax           | 200,000.00                   | 629,020.68                   | (429,020.68)               | 314.51%                      |
| Maintenance - Penalties & Interest     | <u>850,000.00</u>            | <u>394,536.06</u>            | <u>455,463.94</u>          | <u>46.42%</u>                |
| Sub-total                              | <u>\$ 128,215,000.00</u>     | <u>\$ 126,065,607.11</u>     | <u>\$ 2,149,392.89</u>     | <u>98.32%</u>                |
| <br>Debt Service - Current Tax         | <br>\$ 58,500,000.00         | <br>\$ 57,499,679.16         | <br>\$ 1,000,320.84        | <br>98.29%                   |
| Debt Service - Prior Year Tax          | 0.00                         | 279,100.76                   | (279,100.76)               | 0.00%                        |
| Debt Service - Penalties & Interest    | <u>300,000.00</u>            | <u>177,989.96</u>            | <u>122,010.04</u>          | <u>59.33%</u>                |
| Sub-total                              | <u>\$ 58,800,000.00</u>      | <u>\$ 57,956,769.88</u>      | <u>\$ 843,230.12</u>       | <u>98.57%</u>                |
| <br>Total Collections                  | <br><u>\$ 187,015,000.00</u> | <br><u>\$ 184,022,376.99</u> | <br><u>\$ 2,992,623.01</u> | <br><u>98.40%</u>            |

| <u>Tax Collection Comparison with 2025-26: Adjusted Tax Roll</u> | <u>2025-26</u> | <u>2024-25</u> | <u>2023-24</u> |
|--|----------------|----------------|----------------|
| Percent of Current Year Taxes Collected                          | 95.71%         | 95.82%         | 96.07%         |
| Percent of Total Taxes Collected                                 | 96.18%         | 95.97%         | 95.03%         |
| Percent of Total Taxes and P & I Collected                       | 96.48%         | 96.26%         | 95.29%         |

| <u>Tax Collection Comparison with 2025-26: Original Tax Roll</u> | <u>2025-26</u> | <u>2024-25</u> | <u>2023-24</u> |
|--|----------------|----------------|----------------|
| Percent of Current Year Taxes Collected                          | 95.29%         | 95.24%         | 95.56%         |
| Percent of Total Taxes Collected                                 | 95.76%         | 95.39%         | 94.52%         |
| Percent of Total Taxes and P & I Collected                       | 96.06%         | 95.67%         | 94.78%         |

SUMMARY OF TAX COLLECTIONS  
AS OF FEBRUARY 2026

|   |                             |
|---|-----------------------------|
| 2025-26 Original Tax Levy .....                   | \$ 191,562,699.91           |
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| Total Net Collections To Date .....               | <u>(184,022,376.99)</u>     |
| <br>Outstanding Receivables as of ..... 2/28/2026 | <br>\$ <u>12,626,770.89</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              | \$ 127,165,000.00        | \$ 125,042,050.37        | \$ 2,122,949.63            | 98.33%                       |
| Maintenance - Prior Year Tax           | 200,000.00               | 629,020.68               | (429,020.68)               | 314.51%                      |
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Tax Collection Comparison with 2025-26: Adjusted Tax Roll

|  | <u>2025-26</u> | <u>2024-25</u> | <u>2023-24</u> |
|--|----------------|----------------|----------------|
| Percent of Current Year Taxes Collected    | 95.71%         | 95.82%         | 96.07%         |
| Percent of Total Taxes Collected           | 96.18%         | 95.97%         | 95.03%         |
| Percent of Total Taxes and P & I Collected | 96.48%         | 96.26%         | 95.29%         |

Tax Collection Comparison with 2025-26: Original Tax Roll

|  |        |        |        |
|--|--------|--------|--------|
| Percent of Current Year Taxes Collected    | 95.29% | 95.24% | 95.56% |
| Percent of Total Taxes Collected           | 95.76% | 95.39% | 94.52% |
| Percent of Total Taxes and P & I Collected | 96.06% | 95.67% | 94.78% |

## *Summary of financial highlights:*

- Statement of Revenues and Expenditures reflects 50% (6 months) through our fiscal year. The actual expenditures through February total 44% of the general operating budget.
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LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT  
 QUARTERLY INVESTMENT SCHEDULE  
 For the Quarter Ending 02/28/2026



**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        | 9,037,527                       | 86,650,440                     | 95,687,967                   | 9,037,527                         | 86,650,440                     | 95,687,967                     | 365,755                   | 629,719                 |
| Debt Service             | 11,031,468                      | 24,102,906                     | 35,134,374                   | 11,031,468                        | 24,102,906                     | 35,134,374                     | 218,736                   | 329,830                 |
| Capital Projects 2023    | 211,385,079                     | (13,374,443)                   | 198,010,637                  | 211,385,079                       | (13,374,443)                   | 198,010,637                    | 1,911,679                 | 4,167,275               |
| Capital Projects 2024    | 29,236,961                      | (5,489,058)                    | 23,747,903                   | 29,236,961                        | (5,489,058)                    | 23,747,903                     | 242,218                   | 550,534                 |
| Tax Clearing             | 5,231,129                       | 10,105,257                     | 15,336,387                   | 5,231,129                         | 10,105,257                     | 15,336,387                     | 324,197                   | 329,744                 |
| Workers Comp Fund        | 213,743                         | 1,489                          | 215,232                      | 213,743                           | 1,489                          | 215,232                        | 1,489                     | 3,155                   |
| <b>TOTAL INVESTMENTS</b> | <b>266,135,907</b>              | <b>101,996,592</b>             | <b>368,132,499</b>           | <b>266,135,907</b>                | <b>101,996,592</b>             | <b>368,132,499</b>             | <b>3,064,074</b>          | <b>6,010,257</b>        |

**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 |
|----------------------------|-----------|---------------------------------|--------------------------------|------------------------------|-----------------------------------|--------------------------------|--------------------------------|---------------------------|-------------------------|
| <b>TexPool</b>             |           |                                 |                                |                              |                                   |                                |                                |                           |                         |
| Local Maintenance          | 3.68%     | 164,946                         | 85,564,659                     | 85,729,605                   | 164,946                           | 85,564,659                     | 85,729,605                     | 279,974                   | 341,638                 |
| Debt Service               | 3.68%     | 10,588,924                      | 24,100,086                     | 34,689,009                   | 10,588,924                        | 24,100,086                     | 34,689,009                     | 215,916                   | 323,929                 |
| Capital Projects 2023      | 3.68%     | 73,601,182                      | (11,711,421)                   | 61,889,761                   | 73,601,182                        | (11,711,421)                   | 61,889,761                     | 574,700                   | 1,470,032               |
| Capital Projects 2024      | 3.68%     | 26,016,870                      | (5,511,571)                    | 20,505,299                   | 26,016,870                        | (5,511,571)                    | 20,505,299                     | 219,706                   | 498,042                 |
| Tax Clearing               | 3.68%     | 5,231,129                       | 10,105,257                     | 15,336,387                   | 5,231,129                         | 10,105,257                     | 15,336,387                     | 324,197                   | 329,744                 |
| Workers Comp Fund          | 3.68%     | 131,991                         | 1,221                          | 133,213                      | 131,991                           | 1,221                          | 133,213                        | 1,221                     | 2,570                   |
| <b>Total TexPool</b>       |           | <b>115,735,042</b>              | <b>102,548,232</b>             | <b>218,283,275</b>           | <b>115,735,042</b>                | <b>102,548,232</b>             | <b>218,283,275</b>             | <b>1,615,714</b>          | <b>2,965,956</b>        |
| <b>TEXAS CLASS</b>         |           |                                 |                                |                              |                                   |                                |                                |                           |                         |
| Local Maintenance          | 3.80%     | 8,119,718                       | 77,994                         | 8,197,712                    | 8,119,718                         | 77,994                         | 8,197,712                      | 77,994                    | 255,384                 |
| Capital Projects 2023      | 3.80%     | 124,889,209                     | 1,199,618                      | 126,088,827                  | 124,889,209                       | 1,199,618                      | 126,088,827                    | 1,199,618                 | 2,422,101               |
| <b>Total MBIA</b>          |           | <b>133,008,927</b>              | <b>1,277,611</b>               | <b>134,286,539</b>           | <b>133,008,927</b>                | <b>1,277,611</b>               | <b>134,286,539</b>             | <b>1,277,611</b>          | <b>2,677,486</b>        |
| <b>Prosperity</b>          |           |                                 |                                |                              |                                   |                                |                                |                           |                         |
| Local Maintenance          | 3.56%     | 752,863                         | 1,007,787                      | 1,760,650                    | 752,863                           | 1,007,787                      | 1,760,650                      | 7,787                     | 32,697                  |
| Debt Service               | 2.58%     | 442,544                         | 2,820                          | 445,364                      | 442,544                           | 2,820                          | 445,364                        | 2,820                     | 5,901                   |
| Capital Projects 2023      | 3.56%     | 12,894,688                      | (2,862,639)                    | 10,032,048                   | 12,894,688                        | (2,862,639)                    | 10,032,048                     | 137,361                   | 275,141                 |
| Capital Projects 2024      | 2.84%     | 3,220,091                       | 22,513                         | 3,242,604                    | 3,220,091                         | 22,513                         | 3,242,604                      | 22,513                    | 52,493                  |
| Workers Comp Fund          | 1.31%     | 81,752                          | 268                            | 82,020                       | 81,752                            | 268                            | 82,020                         | 268                       | 584                     |
| <b>Total Prosperity</b>    |           | <b>17,391,937</b>               | <b>(1,829,251)</b>             | <b>15,562,686</b>            | <b>17,391,937</b>                 | <b>(1,829,251)</b>             | <b>15,562,686</b>              | <b>170,749</b>            | <b>366,816</b>          |
| <b>Total Money Markets</b> |           | <b>266,135,907</b>              | <b>101,996,592</b>             | <b>368,132,499</b>           | <b>266,135,907</b>                | <b>101,996,592</b>             | <b>368,132,499</b>             | <b>3,064,074</b>          | <b>6,010,257</b>        |
| <b>TOTAL INVESTMENTS</b>   |           | <b>266,135,907</b>              | <b>101,996,592</b>             | <b>368,132,499</b>           | <b>266,135,907</b>                | <b>101,996,592</b>             | <b>368,132,499</b>             | <b>3,064,074</b>          | <b>6,010,257</b>        |

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT  
 QUARTERLY INVESTMENT SCHEDULE  
 For the Quarter Ending 02/28/2026



**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        | 9,037,527                       | 86,650,440                     | 95,687,967                   | 9,037,527                         | 86,650,440                     | 95,687,967                     | 365,755                   | 629,719                 |
| Debt Service             | 11,031,468                      | 24,102,906                     | 35,134,374                   | 11,031,468                        | 24,102,906                     | 35,134,374                     | 218,736                   | 329,830                 |
| Capital Projects 2023    | 211,385,079                     | (13,374,443)                   | 198,010,637                  | 211,385,079                       | (13,374,443)                   | 198,010,637                    | 1,911,679                 | 4,167,275               |
| Capital Projects 2024    | 29,236,961                      | (5,489,058)                    | 23,747,903                   | 29,236,961                        | (5,489,058)                    | 23,747,903                     | 242,218                   | 550,534                 |
| Tax Clearing             | 5,231,129                       | 10,105,257                     | 15,336,387                   | 5,231,129                         | 10,105,257                     | 15,336,387                     | 324,197                   | 329,744                 |
| Workers Comp Fund        | 213,743                         | 1,489                          | 215,232                      | 213,743                           | 1,489                          | 215,232                        | 1,489                     | 3,155                   |
| <b>TOTAL INVESTMENTS</b> | <b>266,135,907</b>              | <b>101,996,592</b>             | <b>368,132,499</b>           | <b>266,135,907</b>                | <b>101,996,592</b>             | <b>368,132,499</b>             | <b>3,064,074</b>          | <b>6,010,257</b>        |

**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 |
|----------------------------|-----------|---------------------------------|--------------------------------|------------------------------|-----------------------------------|--------------------------------|--------------------------------|---------------------------|-------------------------|
| <b>TexPool</b>             |           |                                 |                                |                              |                                   |                                |                                |                           |                         |
| Local Maintenance          | 3.68%     | 164,946                         | 85,564,659                     | 85,729,605                   | 164,946                           | 85,564,659                     | 85,729,605                     | 279,974                   | 341,638                 |
| Debt Service               | 3.68%     | 10,588,924                      | 24,100,086                     | 34,689,009                   | 10,588,924                        | 24,100,086                     | 34,689,009                     | 215,916                   | 323,929                 |
| Capital Projects 2023      | 3.68%     | 73,601,182                      | (11,711,421)                   | 61,889,761                   | 73,601,182                        | (11,711,421)                   | 61,889,761                     | 574,700                   | 1,470,032               |
| Capital Projects 2024      | 3.68%     | 26,016,870                      | (5,511,571)                    | 20,505,299                   | 26,016,870                        | (5,511,571)                    | 20,505,299                     | 219,706                   | 498,042                 |
| Tax Clearing               | 3.68%     | 5,231,129                       | 10,105,257                     | 15,336,387                   | 5,231,129                         | 10,105,257                     | 15,336,387                     | 324,197                   | 329,744                 |
| Workers Comp Fund          | 3.68%     | 131,991                         | 1,221                          | 133,213                      | 131,991                           | 1,221                          | 133,213                        | 1,221                     | 2,570                   |
| <b>Total TexPool</b>       |           | <b>115,735,042</b>              | <b>102,548,232</b>             | <b>218,283,275</b>           | <b>115,735,042</b>                | <b>102,548,232</b>             | <b>218,283,275</b>             | <b>1,615,714</b>          | <b>2,965,956</b>        |
| <b>TEXAS CLASS</b>         |           |                                 |                                |                              |                                   |                                |                                |                           |                         |
| Local Maintenance          | 3.80%     | 8,119,718                       | 77,994                         | 8,197,712                    | 8,119,718                         | 77,994                         | 8,197,712                      | 77,994                    | 255,384                 |
| Capital Projects 2023      | 3.80%     | 124,889,209                     | 1,199,618                      | 126,088,827                  | 124,889,209                       | 1,199,618                      | 126,088,827                    | 1,199,618                 | 2,422,101               |
| <b>Total MBIA</b>          |           | <b>133,008,927</b>              | <b>1,277,611</b>               | <b>134,286,539</b>           | <b>133,008,927</b>                | <b>1,277,611</b>               | <b>134,286,539</b>             | <b>1,277,611</b>          | <b>2,677,486</b>        |
| <b>Prosperity</b>          |           |                                 |                                |                              |                                   |                                |                                |                           |                         |
| Local Maintenance          | 3.56%     | 752,863                         | 1,007,787                      | 1,760,650                    | 752,863                           | 1,007,787                      | 1,760,650                      | 7,787                     | 32,697                  |
| Debt Service               | 2.58%     | 442,544                         | 2,820                          | 445,364                      | 442,544                           | 2,820                          | 445,364                        | 2,820                     | 5,901                   |
| Capital Projects 2023      | 3.56%     | 12,894,688                      | (2,862,639)                    | 10,032,048                   | 12,894,688                        | (2,862,639)                    | 10,032,048                     | 137,361                   | 275,141                 |
| Capital Projects 2024      | 2.84%     | 3,220,091                       | 22,513                         | 3,242,604                    | 3,220,091                         | 22,513                         | 3,242,604                      | 22,513                    | 52,493                  |
| Workers Comp Fund          | 1.31%     | 81,752                          | 268                            | 82,020                       | 81,752                            | 268                            | 82,020                         | 268                       | 584                     |
| <b>Total Prosperity</b>    |           | <b>17,391,937</b>               | <b>(1,829,251)</b>             | <b>15,562,686</b>            | <b>17,391,937</b>                 | <b>(1,829,251)</b>             | <b>15,562,686</b>              | <b>170,749</b>            | <b>366,816</b>          |
| <b>Total Money Markets</b> |           | <b>266,135,907</b>              | <b>101,996,592</b>             | <b>368,132,499</b>           | <b>266,135,907</b>                | <b>101,996,592</b>             | <b>368,132,499</b>             | <b>3,064,074</b>          | <b>6,010,257</b>        |
| <b>TOTAL INVESTMENTS</b>   |           | <b>266,135,907</b>              | <b>101,996,592</b>             | <b>368,132,499</b>           | <b>266,135,907</b>                | <b>101,996,592</b>             | <b>368,132,499</b>             | <b>3,064,074</b>          | <b>6,010,257</b>        |

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT  
 QUARTERLY INVESTMENT SCHEDULE  
 For the Quarter Ending 02/28/2026

**INVESTMENTS BY POOLED FUND GROUP**

|                          | <b>Beginning<br/>Book Value<br/>For Period</b> | <b>Increase<br/>(Decrease)<br/>For Period</b> | <b>Ending<br/>Book Value<br/>For Period</b> | <b>Beginning<br/>Market Value<br/>For Period</b> | <b>Increase<br/>(Decrease)<br/>For Period</b> | <b>Ending<br/>Market Value<br/>For Period</b> | <b>Accrued<br/>Interest -<br/>Period</b> | <b>Accrued<br/>Interest -<br/>FYTD</b> |
|--------------------------|--|---|---|--|---|---|--|--|
| Local Maintenance        | 9,037,527                                      | 86,650,440                                    | 95,687,967                                  | 9,037,527  | 86,650,440                                    | 95,687,967                                    | 365,755                                  | 629,719                                |
| Debt Service             | 11,031,468                                     | 24,102,906                                    | 35,134,374                                  | 11,031,468                                       | 24,102,906                                    | 35,134,374                                    | 218,736                                  | 329,830                                |
| Capital Projects 2023    | 211,385,079                                    | (13,374,443)                                  | 198,010,637                                 | 211,385,079                                      | (13,374,443)                                  | 198,010,637                                   | 1,911,679                                | 4,167,275                              |
| Capital Projects 2024    | 29,236,961                                     | (5,489,058)                                   | 23,747,903                                  | 29,236,961                                       | (5,489,058)                                   | 23,747,903                                    | 242,218                                  | 550,534                                |
| Tax Clearing             | 5,231,129                                      | 10,105,257                                    | 15,336,387                                  | 5,231,129  | 10,105,257                                    | 15,336,387                                    | 324,197                                  | 329,744                                |
| Workers Comp Fund        | 213,743  | 1,489   | 215,232                                     | 213,743  | 1,489   | 215,232                                       | 1,489                                    | 3,155                                  |
| <b>TOTAL INVESTMENTS</b> | <b>266,135,907</b>                             | <b>101,996,592</b>                            | <b>368,132,499</b>                          | <b>266,135,907</b>                               | <b>101,996,592</b>                            | <b>368,132,499</b>                            | <b>3,064,074</b>                         | <b>6,010,257</b>                       |

**MONEY MARKET ACCOUNTS**

|                            | <b>Yield<br/>(%)</b> | <b>Beginning<br/>Book Value<br/>For Period</b> | <b>Increase<br/>(Decrease)<br/>For Period</b> | <b>Ending<br/>Book Value<br/>For Period</b> | <b>Beginning<br/>Market Value<br/>For Period</b> | <b>Increase<br/>(Decrease)<br/>For Period</b> | <b>Ending<br/>Market Value<br/>For Period</b> | <b>Accrued<br/>Interest -<br/>Period</b> | <b>Accrued<br/>Interest -<br/>FYTD</b> |
|----------------------------|----------------------|--|---|---|--|---|---|--|--|
| <b>TexPool</b>             |                      |  |   |   |  |   |   |  |  |
| Local Maintenance          | 3.68%                | 164,946  | 85,564,659                                    | 85,729,605                                  | 164,946  | 85,564,659                                    | 85,729,605                                    | 279,974                                  | 341,638                                |
| Debt Service               | 3.68%                | 10,588,924                                     | 24,100,086                                    | 34,689,009                                  | 10,588,924                                       | 24,100,086                                    | 34,689,009                                    | 215,916                                  | 323,929                                |
| Capital Projects 2023      | 3.68%                | 73,601,182                                     | (11,711,421)                                  | 61,889,761                                  | 73,601,182                                       | (11,711,421)                                  | 61,889,761                                    | 574,700                                  | 1,470,032                              |
| Capital Projects 2024      | 3.68%                | 26,016,870                                     | (5,511,571)                                   | 20,505,299                                  | 26,016,870                                       | (5,511,571)                                   | 20,505,299                                    | 219,706                                  | 498,042                                |
| Tax Clearing               | 3.68%                | 5,231,129                                      | 10,105,257                                    | 15,336,387                                  | 5,231,129  | 10,105,257                                    | 15,336,387                                    | 324,197                                  | 329,744                                |
| Workers Comp Fund          | 3.68%                | 131,991  | 1,221   | 133,213                                     | 131,991  | 1,221   | 133,213                                       | 1,221                                    | 2,570                                  |
| <b>Total TexPool</b>       |                      | <b>115,735,042</b>                             | <b>102,548,232</b>                            | <b>218,283,275</b>                          | <b>115,735,042</b>                               | <b>102,548,232</b>                            | <b>218,283,275</b>                            | <b>1,615,714</b>                         | <b>2,965,956</b>                       |
| <b>TEXAS CLASS</b>         |                      |  |   |   |  |   |   |  |  |
| Local Maintenance          | 3.80%                | 8,119,718                                      | 77,994  | 8,197,712                                   | 8,119,718  | 77,994  | 8,197,712                                     | 77,994                                   | 255,384                                |
| Capital Projects 2023      | 3.80%                | 124,889,209                                    | 1,199,618                                     | 126,088,827                                 | 124,889,209                                      | 1,199,618                                     | 126,088,827                                   | 1,199,618                                | 2,422,101                              |
| <b>Total MBIA</b>          |                      | <b>133,008,927</b>                             | <b>1,277,611</b>                              | <b>134,286,539</b>                          | <b>133,008,927</b>                               | <b>1,277,611</b>                              | <b>134,286,539</b>                            | <b>1,277,611</b>                         | <b>2,677,486</b>                       |
| <b>Prosperity</b>          |                      |  |   |   |  |   |   |  |  |
| Local Maintenance          | 3.56%                | 752,863  | 1,007,787                                     | 1,760,650                                   | 752,863  | 1,007,787                                     | 1,760,650                                     | 7,787                                    | 32,697                                 |
| Debt Service               | 2.58%                | 442,544  | 2,820   | 445,364                                     | 442,544  | 2,820   | 445,364                                       | 2,820                                    | 5,901                                  |
| Capital Projects 2023      | 3.56%                | 12,894,688                                     | (2,862,639)                                   | 10,032,048                                  | 12,894,688                                       | (2,862,639)                                   | 10,032,048                                    | 137,361                                  | 275,141                                |
| Capital Projects 2024      | 2.84%                | 3,220,091                                      | 22,513  | 3,242,604                                   | 3,220,091  | 22,513  | 3,242,604                                     | 22,513                                   | 52,493                                 |
| Workers Comp Fund          | 1.31%                | 81,752   | 268   | 82,020                                      | 81,752   | 268   | 82,020  | 268                                      | 584                                    |
| <b>Total Prosperity</b>    |                      | <b>17,391,937</b>                              | <b>(1,829,251)</b>                            | <b>15,562,686</b>                           | <b>17,391,937</b>                                | <b>(1,829,251)</b>                            | <b>15,562,686</b>                             | <b>170,749</b>                           | <b>366,816</b>                         |
| <b>Total Money Markets</b> |                      | <b>266,135,907</b>                             | <b>101,996,592</b>                            | <b>368,132,499</b>                          | <b>266,135,907</b>                               | <b>101,996,592</b>                            | <b>368,132,499</b>                            | <b>3,064,074</b>                         | <b>6,010,257</b>                       |
| <b>TOTAL INVESTMENTS</b>   |                      | <b>266,135,907</b>                             | <b>101,996,592</b>                            | <b>368,132,499</b>                          | <b>266,135,907</b>                               | <b>101,996,592</b>                            | <b>368,132,499</b>                            | <b>3,064,074</b>                         | <b>6,010,257</b>                       |

***Lake Travis ISD***  
*2025-26 Monthly Financial Reports*

**Questions?**



## **AGENDA ITEM ACTION SHEET**

### **AGENDA ITEM**

Presentation and Discussion of the Lake Travis ISD 2026–2030 District of Innovation Plan Renewal

### **RECOMMENDED ACTION**

**No action required. Item is for information and discussion only.**

### **RATIONALE**

The District of Innovation (DOI) designation, authorized under HB 1842 (84th Texas Legislative Session) and Texas Education Code Chapter 12A, provides LTISD with the flexibility to make locally driven decisions that best meet the needs of our students, staff, and community. An approved DOI plan allows the District to tailor its calendar, staffing, and instructional models, remove barriers that inhibit innovation, and remain responsive to changing educational and workforce needs, all while maintaining the high standards of accountability required of public schools. Renewing LTISD's DOI status ensures continued local control and alignment with district priorities.

### **BUDGET PROVISIONS**

None

### **RESOURCE PERSONNEL**

Tasha Barker – Assistant Superintendent of Organizational Services

### **ATTACHMENTS**

2026-2030 LTISD District of Innovation Plan Renewal

### **MEETING DATE**

March 25, 2026



# **Lake Travis ISD Plan of Innovation**

Effective 2026 through 2030

**DRAFT**

# Frequently Asked Questions

## What is a District of Innovation?

The District of Innovation concept was passed by the 84<sup>th</sup> Legislative Session in House Bill 1842 and has been codified in the [Texas Education Code Chapter 12a](#). A District of Innovation designation gives traditional school districts most of the flexibility currently available to Texas' open-enrollment charter schools. It gives a district more local control and increases a district's ability to decide what best suits the district's needs. Under HB 1842, districts may identify certain requirements imposed by the Texas Education Code "that inhibit the goals of the plan and from which the district should exempt on adoption of the plan."

## What are the benefits to Lake Travis ISD becoming a District of Innovation?

A District of Innovation will have the flexibility to implement practices similar to charter schools and exercise local control over certain decisions about education and governance that are more appropriate for the individual needs of the District. A District of Innovation is given empowerment to innovate and think differently based on the unique needs of the school, students, and staff. Becoming a District of Innovation allows a district to customize appropriate plans district-wide, a grade level, or a single campus.

## What are the proposed areas of innovation for Lake Travis ISD?

First day of instruction  
Class size in grades K-4  
Teacher Appraisal System  
Teacher Certifications  
Probationary Teacher Contracts  
School Day Interruptions - Announcements  
School Day Interruptions - Tutoring/Test Prep Time  
Teacher Mentor Program  
~~Ejection of Individuals from Facilities~~  
~~Suspension of Students in Grades PreK through Second~~  
~~Location of DAEP Services~~

**Proposed District of Innovation Items - pgs. 14-20**

## What areas is Lake Travis ISD prohibited from seeking exemption?

A District of Innovation cannot seek exemption from state or federal requirements applicable to an open enrollment charter school; state requirements for curriculum or graduation; and academic and financial accountability. Additionally, a District of Innovation cannot be exempt from statutes, including but not limited to, election of board of trustees; powers and duties of school boards, superintendents, and principals; criminal history record checks and educator misconduct reporting; bilingual education; special education; prekindergarten; academic accountability including student assessment; open meetings, open records; financial accountability and related reporting; nepotism; and transportation.

## Has the District done this before?

Yes. The Lake Travis ISD Board of Trustees approved its first District of Innovation Plan in December 2016. That plan was set to expire on December 13, 2021. A District may renew a District of Innovation Plan by following the process outlined in 19 Texas Administrative Code section 102.1307 for adoption.

## What is the process for developing and approving LTISD's Innovation Plan?

On January 20, 2021, the Lake Travis ISD's Board of Trustees passed a resolution to initiate the process of renewing the designation of LTISD as a District of Innovation. The Board of Trustees appointed an innovation plan committee to explore and develop a local innovation plan. The innovation plan committee is composed of key district stakeholders including, senior leadership, administration, staff, parents, board members, and community members. The innovation plan committee met in January, February, March and April to draft, review, and prepare a final proposed Innovation Plan. The final proposed Innovation Plan will be posted on the [District of Innovation](#) webpage for at least 30 days. The District of Innovation committee, which includes the members of the District's Advisory Committee for Education (ACE), established pursuant to Texas Education Code §11.251, will hold a public meeting on May 19, 2021 to consider and vote on the final version of the proposed plan. If the final proposed innovation plan is approved by a majority of the committee, the Board of Trustees will vote on whether to adopt the final proposed plan during the May 19, 2021 board meeting. If two-thirds of the membership of the board vote to adopt the plan, the District will once again be designated as a District of Innovation under Chapter 12a of the Texas Education Code and will begin operation in accordance with the plan.

## How long is the District of Innovation Plan effective?

The renewed plan will be in effect for another term of five years from the date of adoption (May 19, 2026- May 19, 2030).

# Timeline of Events

| <b><u>Action</u></b>   | <b><u>Responsibility</u></b> | <b><u>Date</u></b> |
|--|------------------------------|--------------------|
| Consideration of a renewal of designation by adoption of a resolution                                  | Board                        | 11/19/2025         |
| Appoint a committee to develop a local innovation plan   | Board                        | 11/19/2025         |
| Innovation Plan Committee meeting  | Committee                    | 10/21/2025         |
| Innovation Plan Committee meeting  | Committee                    | 1/20/2026          |
| DOI public meeting to consider final version of the proposed plan; DOI committee to vote on final plan | Committee                    | 3/10/2026          |
| Post proposed local innovation plan on website   | District                     | 3/11/26-4/13/26    |
| First reading for local innovation plan  | Board                        | 3/25/26            |
| Board to vote on approval of final plan  | Board                        | 4/15/26            |
| Notification to TEA Commissioner of approval of plan   | District                     |                    |

# Innovation Plan Committee

| <u>Name</u>            | <u>Position</u>      |
|------------------------|----------------------|
| Christin Badillo       | Parent*              |
| Victor Trasoff-Jilg    | Parent*              |
| Safina Mahmood         | Parent*              |
| Mark Barrera           | Parent*              |
| Alysson Cozart         | Parent*              |
| Prasanth Sekar         | Parent*              |
| Patrick Conolly        | Parent*              |
| Michelle Amerson       | Parent*              |
| Andrea Daugherty       | Parent*              |
| Samantha Pryor-Miller  | Parent*              |
| Kara Bell              | Parent*              |
| Erin Root              | Parent*              |
| Maria Duhovich         | Parent*              |
| Ivy Tully              | Student - LTHS*      |
| Pedro Alvarez          | Student - LTHS*      |
| Vaishnavi Senthil      | Student - LTHS*      |
| Desiree Rogacki        | Community Member*    |
| John Severance         | Community Member*    |
| Cally Conklin          | Community Nonprofit* |
| Melissa Calderon Rivas | Teacher - LTE*       |
| Souvany Jennings       | Teacher - LWE*       |
| Laura Annabelli        | Teacher - SHE*       |
| Bonnie Mottola         | Teacher - WCHE*      |
| Amy Wallander          | Teacher - RHE*       |

|                     |  |
|---------------------|--|
| Kim Waugh           | Teacher - LTHS*  |
| Samantha Lopez      | Teacher - 18+ Program*                                   |
| Brittany Baptista   | Teacher - LTHS*  |
| Dr. Curtis Null     | Superintendent of Schools                                |
| Dr. Bethany Medford | Assistant Superintendent of School Leadership            |
| Tasha Barker        | Assistant Superintendent of Organizational Services      |
| Susan Fambrough     | Assistant Superintendent of Human Resource Services      |
| Pam Sanchez         | Assistant Superintendent of Business Services            |
| Chad Crowson        | General Counsel  |
| Chris Woehl         | Executive Director of Technology & Information Services  |
| Dr. Lyndsea Benton  | Executive Director of Curriculum and Instruction         |
| Marco Alvarado      | Executive Director of Communications/Community Relations |
| Jennifer Freeman    | Executive Director of Special Services                   |
| Lianka Soliz        | Senior Director of FANS & Transportation                 |
| Roy Hudson          | Senior Director of Maintenance & Safety                  |
| Shannon Gill        | Director of Fine Arts                                    |
| Kathy Burbank       | Director of Accountability & Assessment                  |
| Jennifer Garrigan   | Director of Counseling and Health Services               |
| Hank Carter         | Director of Athletics                                    |
| Paula Miller        | Director of Transportation                               |
| Brad Goerke         | Director of Finance - Comptroller                        |
| Claire Kinnersley   | Director of Corporate Relations/LTEF                     |
| Cristy Soares       | Director of Purchasing                                   |
| Robert Winovitch    | Director for Facilities and Construction Services        |
| Brad Merritt        | Director of Security/Chief of Police                     |
| Betsy Russell       | Director of Quality Assurance                            |
| Suzi Menfi          | Director of Community Programs                           |

|                 |                         |
|-----------------|-------------------------|
| James Bush      | Principal - LTHS        |
| Rebecca Hudson  | Principal - LTMS        |
| Laura Keogh     | Principal - HBMS        |
| Melanie Beninga | Principal - BCMS*       |
| Amanda Prehn    | Principal - LTE         |
| Matthew Nelson  | Principal - LWE         |
| Kim Kellner     | Principal - BCE         |
| Karen Reich     | Principal - LPE         |
| Angela Page     | Principal - RHE         |
| Keegan Luedecke | Principal - SHE         |
| Amy Russ        | Principal - WCHE        |
| Phil Davis      | Board Member Ex-Officio |
| Kris Woodcock   | Board Member Ex-Officio |

\*Denotes individuals who serve on the District's Advisory Committee on Education (ACE).

# Innovation Plan

As a District of Innovation, Lake Travis ISD seeks to maximize local control over educational and governance decisions for students and staff. To carry forward that mission, LTISD seeks exemption from the following provisions of the Texas Education Code. The District intends to continue to follow the Texas Education Code in all other areas. If amendments to this plan are considered at some point in the future, the District will reconvene the innovation plan committee to initiate the appropriate process, as outlined in Chapter 12a of the Texas Education Code.

## **FIRST DAY OF INSTRUCTION**

(Texas Education Code § 25.0811) (EB LEGAL, EB LOCAL)

### **Manner in which the statute inhibits the plan**

The Texas Education Code requires that students may not begin school before the fourth Monday of August. For many years this was the rule; however, districts had the option of applying for a waiver to begin school earlier. The waiver process eventually was eliminated, mandating that all schools begin school no earlier than the fourth Monday of August, with no exceptions. This requirement inhibits the District's flexibility to develop a calendar that best meets students', staff's, board of trustees', and community members' needs and desires. It also inhibits the District from creating a calendar that better balances the instructional semesters.

### **Category of innovation**

Modifications to the school year

### **Innovation strategies**

1. To allow for a calendar that fits the local needs of our community, the District will determine on an annual basis the local starting date for the first semester of each school year.
2. Students will begin no earlier than the second Monday in August of any given year.

These strategies provide the District the benefits of additional time for staff to plan and students to learn; additional time for staff to prepare for summer school; equitable allocation of the days in the two semesters; additional professional learning community time for staff; flexibility to end the school year earlier, which in turn, allows staff and students starting college the ability to access the first summer semester of college courses.

## **CLASS SIZE IN GRADES K-4**

(Texas Education Code §§ 25.112, 25.113) (BF LEGAL, EEB LEGAL)

### **Manner in which the statute inhibits the plan**

The Texas Education Code currently requires the District to maintain a class size of 22 students or less in each kindergarten through fourth grade class. When a class exceeds this limit, the district must complete a waiver with the Texas Education Agency (TEA). These waivers are rarely rejected by TEA, making the process of applying for a waiver no more than an administrative step of putting TEA on

notice. Along with the waiver, the District is required to notify parents of the waiver or exception to the class size limit. Many times soon after the waiver is submitted, students move out of the district and the class returns to a size at or below 22 students, thus negating the need for the waiver or notification to parents.

### **Category of innovation**

Campus governance

### **Innovation strategies**

The average class size in kindergarten through fourth grade in LTISD is 19.33. However, numerous circumstances each year necessitate applying for class-size waivers. While LTISD certainly believes that small class size plays a positive role in the classroom, research does not support a negative effect when only one or two more students are added. Class size must be balanced with the logistics of funding, availability of resources and space, parental requests or desires, and adding staff. LTISD's purpose is not to disregard the intent of class size ratios, but rather to allow the District more flexibility and control in determining appropriate class sizes based on the unique facts and circumstances.

1. LTISD will establish local ratios for all Kinder through 5th grade classes and will attempt to keep all classes sufficiently staffed, but will allow local consideration in placing students.
2. A TEA waiver will no longer be filed when a K-4 classroom exceeds the 22:1 ratio.
3. The board of trustees will be notified of all class sizes that exceed the locally established ratios.

## **TEACHER APPRAISAL SYSTEM**

(Texas Education Code § 21.352(c)) (DNA LEGAL, DNA LOCAL, DNA REGULATION)

### **Manner in which the statute inhibits the plan**

The state currently requires use of a teacher appraisal system called the Texas Teacher Evaluation and Support System (T-TESS). LTISD is currently using T-TESS as its teacher appraisal system. While this system is designed to meet the needs of the entire state, LTISD seeks to customize certain aspects of the system to better meet the needs of its teachers and campus administrators.

### **Category of innovation**

Accountability and assessment measures that exceed the state and federal law

### **Innovation strategies**

The District seeks to allow teachers who have demonstrated high-quality performance the opportunity to be exempt from a full appraisal under certain circumstances that are locally established. A non-probationary teacher may be exempt if he/she meets the local criteria. These innovation strategies offer local benefits including increased opportunities for more unannounced walk-throughs, which are more reflective of what is happening in a teacher's classroom than a scheduled observation. This flexibility will increase an administrator's ability to focus on struggling or new teachers, and will continue to allow administrators to have meaningful professional interactions with all campus staff.

## **TEACHER CERTIFICATION**

(Texas Education Code §§ 21.003(a), ~~21.057~~; 21.0031; 21.053) (DK LEGAL, DK LOCAL, DK EXHIBIT, DBA LEGAL, DBA LOCAL, DF LEGAL)

### **Manner in which the statute inhibits the plan**

The Texas Education Code requires a public school employee to have the appropriate certification for his or her current assignment unless the appropriate permit has been issued. The credentials appropriate to each assignment are set forth in the State Board for Educator Certification (SBEC) rules at 19 Administrative Code Chapter 231. In the event an appropriately certified teacher cannot be found, the District must request an emergency certification from TEA and SBEC. These rules are burdensome and do not take into account the unique needs and circumstances of the district. Certain subject areas, in particular, are often very difficult to find properly-certified teachers.

### **Category of innovation**

Other innovations prescribed by the Board of Trustees

### **Innovation strategies**

In order to best serve LTISD students, certain decisions on certification will be handled locally. Campus administrators will have the ability to consider out-of-state or out-of-country educator certifications and professional qualifications or credentials of candidates, as well as to review the strengths and qualifications of campus staff to make local recommendations for teaching outside of certain certification areas in hard to fill positions, as allowed by locally established policy. The Superintendent or designee will approve all local certifications and will report to the board of trustees.

## **PROBATIONARY TEACHER CONTRACTS**

(Texas Education Code 21.102(b)) (DCA LEGAL)

### **Manner in which the statute inhibits the plan**

The Texas Education Code requires that teachers newly-hired by the District who have five years of experience in public education in Texas within the last eight years can only be placed on a one-year probationary contract, and after the first year, must be placed on a term contract. In contrast, newly-hired teachers without the 5 of 8 years of experience can be hired by the District on a one-year probationary contract for a total of three years. This law limits the District's ability to sufficiently assess and determine whether a newly-hired teacher is a good fit for the District. The one-year probationary period is insufficient to evaluate the teacher's effectiveness in the classroom because the teacher contract renewal timelines demand that employment decisions be made before the end of the school year.

### **Category of innovation**

Other innovations prescribed by the Board of Trustees

### **Innovation strategies**

To create equity in new hires, to give LTISD the opportunity to serve students better, to allow administrators time to evaluate performance, and to provide opportunities for improvement, growth and professional development, the District will issue all new teachers hired in Lake Travis ISD a one-year probationary contract for a total of three years.

## **SCHOOL DAY INTERRUPTIONS - ANNOUNCEMENTS**

(Texas Education Code § 25.083(a)) (EC LEGAL, EC LOCAL)

### **Manner in which the statute inhibits the plan**

The Texas Education Code limits announcements, other than emergency announcements, made by a campus administrator over the public address system to only once during the school day. Many legitimate reasons other than emergencies can arise throughout a school day which necessitate the use of the public address system in order to inform or notify students and/or staff of information in an efficient and effective manner. This law limits campus administration's ability to use the PA system when determined appropriate or necessary.

### **Category of innovation**

Campus governance

### **Innovation strategies**

LTISD will eliminate the restriction and allow campus administrators to exercise their professional judgment in the use of public address systems in order to notify or inform students and/or staff of relevant school-related information at any time deemed necessary and appropriate.

## **SCHOOL DAY INTERRUPTIONS - TUTORING/TEST PREP TIME**

(Texas Education Code § 25.083(b)) (EC LEGAL, EC LOCAL)

### **Manner in which the statute inhibits the plan**

The Texas Education Code limits the ability to remove a student from a regularly scheduled class for remedial tutoring or test preparation if, as a result of the removal, the student would miss more than 10 percent of the school days on which the class is offered, unless a parent otherwise provides written consent. While the District recognizes the importance of keeping students in regularly-scheduled classes, this restriction imposes limitations on otherwise critical support and teaching necessary for students who may be struggling or in need of more individualized support and assistance.

### **Category of innovation**

Campus governance and instructional methods

### **Innovation strategies**

LTISD will allow for a waiver of the ten percent cap when a student's RTI/MTSS committee, 504 committee, ARD committee, language proficiency assessment committee (LPAC), Student Success

Initiative (SSI)/grade placement committee, or attendance committee determines such intervention outside of the regular classroom is necessary and appropriate. Parents must receive notification of the type of support or intervention the student will be receiving.

## **TEACHER MENTOR PROGRAM**

(Texas Education Code §21.458; 19 Texas Administrative Code § 153.1011) (DEAA LEGAL)

### **Manner in which the statute inhibits the plan**

The Texas Education Code, in conjunction with rules found in the Texas Administrative Code, implement a significant number of requirements related to the qualifications to serve as a teacher mentor, how long a mentor must be assigned, mentor training requirements, how many mentor sessions are required, etc. These are state-wide requirements without any consideration of local needs or the specific needs of a mentor program at LTISD and may limit the number of teachers who can serve or who are willing to serve in a mentor role.

### **Category of innovation**

Other innovations prescribed by the Board of Trustees

### **Innovation strategies**

The development of a robust mentoring program is an identified need; however, LTISD will create a locally-designed mentor program that more appropriately meets the needs and interests of its administrators and teachers. Over the course of the 2021-2022 school year, district administrators will work with campus administrators and teaching staff to develop requirements and processes for a mentor program with the goal of implementing a new program in the 2022-2023 school year. For the 2021-2022 school year, current mentoring practices will remain in place.

## **SUSPENSION OF STUDENTS IN GRADES BELOW 3RD**

(Texas Education Code §37.005) (FOB LEGAL)

### **Manner in which the statute inhibits the plan**

~~The Texas Education Code restricts a campus administrator's ability to place a student in a grade below third in out of school suspension, unless while on school property or while attending a school-sponsored or school-related activity on or off school property the student engages in certain dangerous conduct (weapons, violent offenses, or drugs). This limitation prohibits campus administrators from taking the sometimes necessary action of removing a student from the campus, regardless of age, for the safety of the student, other students, and/or the staff.~~

### **Category of innovation**

~~Campus governance~~

### **Innovation strategies**

~~To best serve the students of LTISD and provide a high quality learning environment for all students, LTISD will allow campus administrators to exercise their own professional judgment when assigning~~

~~discipline to students and place students of any grade in out-of-school suspension when the administrator determines that such action is necessary for safety and/or in order to maintain an orderly learning environment for all students. This flexibility will allow for school-based decision making and allow administrators to more effectively ensure the safety and security of all students and staff. The Superintendent or designee will report to the Board after the end of each school year the number of students in grades PreK through second placed in out-of-school suspension.~~

## **LOCATION OF DAEP SERVICES**

~~(Texas Education Code §37.008(a)(1) and 37.0082) (FOCA LEGAL)~~

### **Manner in which the statute inhibits the plan**

~~The Texas Education Code requires that a disciplinary alternative education program (DAEP) shall be provided in a setting other than the student's regular classroom. Consequently, in accordance with the existing law, a student who is placed in DAEP may not attend any classes in the regular classroom setting and must complete all coursework in an alternative location. This restriction, however, can result in students losing their ability to earn the necessary credit for graduation and/or a technical certification.~~

### **Category of innovation**

Campus governance

### **Innovation strategies**

~~LTISD will implement an exemption to the location requirement in order to allow for a student placed in DAEP to attend courses in the regular classroom environment when the student's physical presence and attendance in that setting is required in order for the student to get credit for the course (e.g., certain CTE courses; dual credit courses). This change will allow for a student to stay on course to graduate or continue to work toward obtaining a technical certification, for which he/she otherwise would be in jeopardy of not being able to complete because of the inability to be present. Criteria will be developed to identify certain offenses for which a student would not be eligible for this exemption.~~

## **EJECTION OF INDIVIDUALS FROM FACILITIES**

~~(Texas Education Code §37.105 and 19 Texas Administrative Code §103.1207) (GKA LEGAL, GKA LOCAL, GF LOCAL, FNG LOCAL)~~

### **Manner in which the statute inhibits the plan**

~~The Texas Education Code allows a school administrator, school resource officer, or school district peace officer to refuse to allow a person to enter on or may eject a person from district property if the person refuses to leave peaceably on request and either the person poses a substantial risk of harm to any person or the person behaves in a manner that is inappropriate for a school setting and persists in the behavior despite being given a verbal warning. Under current law, the administrator, resource officer, or peace officer must maintain a record of each verbal warning of potential removal from a school facility that is issued, including the name of the person to whom the warning was issued and the date of issuance. At the time a person is refused entry to or ejected from a school district's property, the district shall provide to the person written information explaining the appeal process. And, under the commissioner's rules adopted under the authority granted in the Education Code, the~~

~~person refused entry or ejected from the facility must be given the opportunity to appeal the decision to the board of trustees within 90 calendar days. These additional, administratively burdensome requirements are impractical and potentially impossible to fulfill when an individual is dealing with an unruly individual. It is reasonable to believe that requesting such information could also escalate a situation that is already proving to be disruptive. Further, it is impractical to provide written notice of an appeal process at many events, like athletic events or public meetings, when the removal is only for the immediate event and there is not ready access to forms or a computer or printer. Furthermore, the district already has a process for taking grievances to the board of trustees and there is no justified need for a unique process or timeline.~~

### **Category of innovation**

Other innovations prescribed by the Board of Trustees

### **Innovation strategies**

~~LTISD administrators, school resource officers, or school peace officers will retain their authority to refuse to allow a person to enter on or may eject a person from district property if the person refuses to leave peaceably on request and either (1) the person poses a substantial risk of harm to any person or (2) the person behaves in a manner that is inappropriate for a school setting and persists in the behavior despite being given a verbal warning. However, the following requirements will no longer be applicable: maintaining a written log of verbal warnings; providing written notice of the appeal process at the time of ejection; internet posting of the requirements and appeal process; and the ability to appeal the decision to the board of trustees within 90 calendar days.~~

~~Exemption from these requirements will allow the district to exercise appropriate authority and processes related to unruly individuals on campuses and at other facilities in an effective and efficient manner, but do so without conducting the unnecessary and administratively burdensome requirements and avoiding potential escalation of already difficult situations. If an individual is banned from returning to LTISD property for an extended period of time, the individual will receive written notification.~~

## **Proposed District of Innovation Items**

### **TEACHER WORKDAYS: MINIMUM SERVICE REQUIRED**

(Texas Education Code §21.401(b))

#### **Manner in which the statute inhibits the plan**

Texas Education Code §21.401(b) requires that employment contracts for educators be for a minimum of 10 months and provide for a minimum of 187 days of service. The statute inhibits full flexibility in calendar design and staffing models by establishing a fixed minimum threshold for educator service days that must be met regardless of local operational preferences or alternative instructional structures.

#### **Category of innovation**

Other innovations prescribed by the Board of Trustees

#### **Innovation strategies**

The District will continue to provide ten-month employment contracts to educators; however, pursuant to this plan, the District will be exempt from the statutory requirement of 187 days of service. This exemption provides the District with flexibility to reduce educator contract service days from 187 to no fewer than 185 days, without any reduction in educator salaries. The ability to maintain the current salary schedule while reducing required service days enhances the District's competitiveness in educator recruitment and retention.

The exemption further allows the District to establish educator work schedules and instructional calendars that align with local instructional priorities, operational needs, and fiscal considerations, while supporting improved work-life balance and workplace satisfaction for educators. For purposes of this amendment, all other staff groups shall have their required workdays reduced by the same number of days to ensure consistency and equity across employee groups.

Each year during the term of the plan, the District will evaluate educator contract days as part of the annual calendar development process and will make a good-faith effort to maintain a reduced number of contract days when economically and functionally feasible, while continuing to meet all instructional time, student attendance, and operational requirements.

### **PARENT CONFERENCES**

(Texas Education Code § 28.022(a)(1))

#### **Manner in which the statute inhibits the plan**

Texas Education Code §28.022(a) requires a school district's board of trustees to adopt a policy providing for a minimum of two in-person parent-teacher conferences during each school year. This statutory requirement limits the District's ability to implement alternative communication models and flexible conference structures that may better align with modern family schedules, educator workloads, and evolving instructional practices. The in-person mandate restricts the District's discretion to utilize virtual, hybrid, or non-traditional conferencing formats as substitutes for in-person conferences and reduces flexibility in calendar planning and staff scheduling. As a result,

the statute inhibits the District's ability to fully implement a locally designed plan that emphasizes innovative, efficient, and flexible family engagement practices while maintaining meaningful parent-teacher communication.

### **Category of innovation**

Other innovations prescribed by the Board of Trustees

### **Innovation strategies**

Prior to the 2025 Legislative Session, state law required the board of trustees of each school district to adopt a policy providing for a parent-teacher conference. Lake Travis Independent School District affirms its commitment to meaningful parent engagement and shall continue to provide at least one opportunity for a parent-teacher conference during each school year, as scheduled on the applicable campus calendar.

Pursuant to this plan, exemption from the statutory parent-teacher conference requirement affords the District discretion to determine the number, timing, and format of parent-teacher conferences in a manner consistent with local needs and priorities. Each campus shall continue to permit parents to request and participate in conferences with teachers, counselors, campus administrators, and other appropriate staff members as necessary to address matters related to a student's educational program.

The exemption enables the District to allocate instructional time and educator work hours more efficiently, reduce prescriptive scheduling mandates, and implement locally developed family engagement practices while maintaining open access to school personnel. Determinations regarding parent-teacher conferences shall be made by the Board of Trustees, the Superintendent, and/or campus principals, in collaboration with parents, and in accordance with District policy and campus procedures. Parent conferences shall remain available upon request throughout the school year.

## **INSTRUCTIONAL PLANS AND SYLLABUS**

(Texas Education Code § 26.0062)

### **Manner in which the statute inhibits the plan**

Texas Education Code §26.0062 requires the board of trustees of a school district to adopt a policy mandating that an instructional plan or course syllabus for each class offered by the District be made available on the District's internet website at the beginning of each semester. The statute further requires each teacher to provide, prior to the beginning of each semester, a copy of the instructional plan or course syllabus for each class taught to both district administration and the parent of each student enrolled in the class, and to furnish additional copies upon parental request.

These statutory requirements restrict the District's ability to implement flexible instructional planning and delivery models that adapt throughout the semester in response to student needs, curriculum pacing, formative assessment data, and instructional refinement. The prescriptive timing and distribution mandates limit teacher professional discretion and impose administrative obligations that reduce instructional planning flexibility and constrain the District's capacity to implement innovative instructional approaches, interdisciplinary coursework, and responsive lesson design.

Additionally, the requirement to publish instructional plans or course syllabi for each class by a fixed statutory deadline creates operational challenges during the initial stages of each semester, affecting both district-level and campus-level readiness. The requirement that teachers distribute instructional plans or course syllabi to parents prior to the start of the semester further concentrates administrative responsibilities on instructional staff during periods already characterized by significant competing duties following summer or winter breaks. Collectively, these requirements inhibit the District's ability to fully implement a locally developed instructional framework that emphasizes adaptability, continuous improvement, efficient use of resources, and meaningful parent communication.

### **Category of innovation**

Other innovations prescribed by the Board of Trustees

### **Innovation strategies**

Pursuant to this plan, exemption from the requirements of Texas Education Code §26.0062 will permit the District to implement flexible and responsive instructional planning practices that allow instructional plans and course content to evolve throughout the semester based on student needs, curriculum pacing, and formative assessment data. The exemption enables the District to utilize alternative methods of providing instructional information to parents, including curriculum guides, unit-level overviews, and other locally developed communication tools, rather than adhering to prescriptive timelines and distribution mandates. This flexibility reduces administrative duplication, supports innovative and interdisciplinary instructional models, allows educators to prioritize instructional readiness and student support at the beginning of each semester, and facilitates more effective use of instructional and administrative resources while continuing to ensure transparency and parent access to instructional information upon request.

Pursuant to this plan, exemption from the statutory requirements of Texas Education Code §26.0062 allows Lake Travis Independent School District to implement instructional planning and communication practices that are responsive to instructional needs and operational realities. The District will continue to maintain Parent Content Guides on the District website for core academic courses, which provide parents with curriculum transparency and course-level instructional information.

For non-core courses, instructional plans or course syllabi will be made available upon parental request. This approach preserves meaningful parent access to instructional information while affording educators additional flexibility to refine instructional plans during the early weeks of the semester based on student needs, curriculum pacing, and formative assessment data. The exemption enables the District to reduce unnecessary administrative duplication, support instructional quality, and allocate educator time more effectively, while continuing to uphold transparency and parent engagement.

## **STAFF DEVELOPMENT**

(Texas Education Code §21.451)

### **Manner in which the statute inhibits the plan**

Texas Education Code §21.451 prescribes mandatory annual staff development and training requirements applicable to all educators. These statutory requirements limit the District's discretion to design and implement locally developed professional learning models that align with district

priorities, campus needs, educator roles, and instructional improvement goals. The prescriptive nature of the statute constrains the District's ability to differentiate professional development by position, experience level, or instructional assignment and reduces flexibility in determining the content, delivery methods, timing, and sequencing of professional learning activities.

As a result, the statute inhibits the District's ability to implement a comprehensive, outcomes-driven staff development framework that emphasizes targeted training, job-embedded learning, instructional coaching, and continuous improvement while allowing for efficient use of instructional time and district resources.

### **Category of innovation**

Other innovations prescribed by the Board of Trustees

### **Innovation strategies**

Pursuant to this plan, exemption from the requirements of Texas Education Code §21.451 permits the District to implement a differentiated, outcomes-based professional learning framework. The District will provide ongoing professional learning opportunities through regularly scheduled sessions; however, the frequency and duration of certain training requirements may be adjusted based on an employee's years of service, role, and demonstrated mastery of required content as evidenced through pre-assessments or other locally developed measures.

This flexibility allows the District to reduce redundant training for experienced educators, prioritize targeted support for staff based on identified needs, and allocate professional learning time more effectively. The exemption supports instructional quality by enabling job-embedded learning, coaching, and continuous improvement models while allowing the District to use staff development time and resources efficiently and responsively, consistent with local priorities and educator effectiveness.

## **GRIEVANCE TIMELINE, PROCESSES AND PROCEDURES**

(Texas Education Code TEC §26A.002)

### **Manner in which the statute inhibits the plan**

The statute requires that, for a hearing not conducted before the board of trustees of the school district, the district must hold a hearing no later than the tenth (10th) day after the date the grievance or appeal is filed and issue a written decision no later than the twentieth (20th) day after the hearing, including any relief or redress to be provided. These requirements, calculated in calendar days rather than business days, limit the District's ability to administer a thorough, orderly, and equitable grievance process.

The use of calendar-day deadlines imposes operational constraints during periods when district offices are closed or operating with limited staffing, including holidays and scheduled breaks such as Thanksgiving, Winter Break, and Spring Break. During these periods, the statutory timelines may significantly compress the time available for investigation, coordination of witnesses, review of documentation, consultation with legal counsel, and preparation of a written decision. As a result, the statute inhibits the District's ability to ensure procedural consistency, due process, and thoughtful resolution of grievances while balancing staffing availability and operational realities. The rigid

timelines restrict local discretion to manage grievance procedures in a manner that prioritizes fairness, accuracy, and effective use of district resources.

**Category of innovation**

Local Governance, Administrative Processes, and Operational Flexibility.

**Innovation strategies**

The exemption permits the District to establish locally determined grievance timelines, processes, and procedures that support timely, thorough, and equitable resolution of concerns while accounting for operational realities, staffing availability, and scheduled district closures. The innovation supports efficient administrative operations, procedural fairness, and effective use of district resources while maintaining appropriate due process protections.

Pursuant to this plan, the District will implement locally developed grievance timelines, processes, and procedures that provide flexibility to account for district calendars, office closures, and staffing availability while ensuring timely and equitable resolution of grievances. The District may calculate grievance timelines using business days rather than calendar days, as appropriate, to allow sufficient time for investigation, documentation review, witness coordination, and preparation of written decisions. This flexibility supports procedural consistency, due process, and thoughtful decision-making while enabling the District to manage grievance proceedings efficiently and in alignment with operational realities.

**PARENTAL ENGAGEMENT POLICY**

(Texas Education Code TEC §26.0071)

**Manner in which the statute inhibits the plan**

Texas Education Code §26.0071 requires that meetings of a school district board of trustees be held outside of typical work hours. This statutory requirement limits the District’s ability to schedule certain board-related activities during the business day, including required annual training for board members, campus visits, and other activities that do not involve the conduct of official board business or require a specific action item vote.

The restriction inhibits the District’s ability to efficiently coordinate board member availability, utilize staff time effectively, and schedule training and engagement opportunities that align with campus operations and instructional schedules. As a result, the statute constrains local flexibility to conduct non-decision-making board activities in a manner that supports governance effectiveness, operational efficiency, and meaningful engagement with district programs and campuses.

**Category of innovation**

Other innovations prescribed by the Board of Trustees

**Innovation strategies**

Pursuant to this plan, the District will be permitted to schedule certain board-related activities during the regular business day when no official board business is conducted and do not require voting on one or more action items. Such activities may include, but are not limited to, required annual board

training, campus visits and field trips, workshops, and other informational or professional development sessions intended to enhance board governance and understanding of district operations.

This innovation is limited in scope and shall not apply to meetings at which the Board of Trustees deliberates, takes action, or conducts official business. All meetings involving official board action or deliberation shall continue to be conducted in full compliance with the Texas Open Meetings Act, including applicable notice, accessibility, and public participation requirements. By allowing flexibility for non-action activities to occur during the business day, the District may more effectively coordinate board training and engagement opportunities, maximize staff and campus availability, and support informed governance while maintaining transparency and statutory compliance.



# District of Innovation Plan Renewal 2026-2030

March 25, 2026

# District of Innovation Plan

## What is a District of Innovation?

- Established by the 84th Legislative Session (HB 1842)
- Allows traditional districts many of the same flexibilities as open-enrollment charter schools
- Promotes local control, creativity, and innovation
- Enables districts to identify state requirements that *inhibit their goals* and seek exemptions



# District of Innovation Plan

## Why It Matters for LTISD

- Empowers LTISD to make local decisions tailored to community needs
- Increases flexibility in calendar design, staffing, and instructional delivery
- Supports innovative practices to enhance student learning and staff development
- Encourages strategic alignment with district goals and priorities



# District of Innovation Plan

## District of Innovation Plan Renewal - Approval Process

- ✔ Board Resolution – initiates the DOI process - 11/19/2025
- ✔ Committee Appointment – includes ACE members - staff, parents, and community stakeholders - 11/19/2025
- ✔ Plan Presented to ACE for Input – initial committee review and feedback - 1/20/26
- ✔ ACE Public Meeting & Vote – approval by majority of committee - 3/10/26, 3/13/26
- ✔ Public Posting (30 days) – available on district website - 3/11/26 - 4/13/26
- ✔ Board Approval (2/3 vote) – final adoption - 4/15/26



# District of Innovation Plan

## Changes from Current Plan

### Deletions

- TEC, Chapter 37 - Discipline, Law and Order
  - Ejection of Individuals from Facilities
  - Suspension of Students in Grades PreK through Second
  - Location of DAEP Services
- TEC, §21.057 - Parental Notification of Uncertified Teachers



# District of Innovation Plan

## Additions:

- Grievance Timeline, Processes, and Procedures
  - *Change from business to calendar days*
- Instructional Plans and Syllabus
  - *Post non-core courses available upon request*
- Parent Conferences
  - *Allow flexibility to meet the needs of our families*
- Parental Engagement Policy
  - *Allow board meetings when no action items are included on the agenda*
- Staff Development
  - *Allow pre-assessment mastery option for required annual trainings*
- Teacher Workdays: Minimum Service Required
  - *Potential flexibility to teacher work schedule*





Questions?



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Presentation and Discussion of Proposed Board Policy FDA(LOCAL) Update – 1st Reading

### RECOMMENDED ACTION

**For Discussion/Presentation only. Action will be requested at the April 15, 2026 meeting.**

### RATIONALE

This revision updates FDA(LOCAL) to replace the District's current prohibition on most interdistrict transfers with a discretionary annual transfer process administered by the Superintendent or designee. The change is necessary to implement the District's new selective enrollment plan. The proposed language establishes uniform standards for consideration of transfer requests, clarifies continued attendance for students who become nonresidents during a semester, addresses tuition, waivers, transportation, UIL eligibility, and appeals, and aligns the policy with the District's intended practice for managing nonresident student transfers.

### BUDGET PROVISIONS

Minimal TASB Processing Fee

### RESOURCE PERSONNEL

Chad Crowson – General Counsel

Dr. Bethany Medford – Assistant Superintendent of School Leadership

### ATTACHMENTS

Proposed FDA(LOCAL) – Redlined

### MEETING DATE

March 25, 2026

**PROPOSED REVISIONS: 3.25.2026**

**No Interdistrict  
Transfers**

*Exceptions*

~~A nonresident student shall not be permitted to attend District schools except as provided below.~~

~~A student who is not currently a resident student may be permitted to enroll if the student's parent or legal guardian:~~

- ~~1. Is in the process of building a domicile within the District in which the foundation has been laid at the time of enrollment and the domicile is reasonably expected to be completed before the end of the school year; or~~
- ~~2. Will move into a leased or rented domicile within the District within 30 calendar days following the student's enrollment.~~

*Former  
Residents*

~~A resident student who becomes a nonresident during the course of the semester shall be permitted to continue in attendance for the remainder of the semester.~~

~~A student who has attended his or her entire junior year in the District and has met the attendance, behavior, and academic expectations shall be permitted to complete his or her senior year in the District.~~

*Children of  
Nonresident  
Employees*

~~A nonresident District employee's child who is four years old and meets eligibility requirements for enrollment in prekindergarten, or meets the age requirement for kindergarten enrollment and is not over the age of 21 years, may be permitted to enroll in the District, depending upon program availability.~~

~~If the parent or guardian leaves employment with the District, the child shall be permitted to attend school in the District for the remainder of the year.~~

~~If the parent or guardian completes his or her assignment with the District at the end of the child's junior year and the child has been continuously enrolled in and regularly attended school in the District during his or her junior year, then the child shall be allowed to complete his or her senior year.~~

~~A child of a District employee shall be assigned to the school of the employee's choice if space and instructional staff are available. If space or instructional staff is not available, the student shall be assigned to the appropriate school where space is available.~~

**Authority**

The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

|                            |  |
|----------------------------|--|
|                            | <p><u>A resident student who becomes a nonresident during the course of a semester shall be permitted to continue in attendance for the remainder of the semester. If the student seeks to remain in attendance beyond the end of that semester, the student must submit an application for transfer in accordance with this policy.</u></p> <p><u>A resident student who becomes a nonresident after his or her junior year of high school shall be permitted to continue in attendance in the District for the student's senior year by submitting a transfer application, subject to applicable administrative procedures.</u></p>  |
| <b>Transfer Requests</b>   | <p><u>A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time. Approval of a transfer shall not create a right to assignment to or continued attendance at a particular campus.</u></p> <p><u>A nonresident District employee's child may apply for transfer in accordance with this policy. In connection with that application, the employee may request assignment of the student to any campus in the District. The District shall give priority consideration to the employee's campus request.</u></p> |
| Factors                    | <p>In approving transfers, the Superintendent or designee shall <u>consider</u> <u>make all campus decisions based on</u> availability of space and instructional staff, <u>program availability</u>, <del>and</del> the student's disciplinary history and attendance records, <u>and any other applicable administrative considerations</u>.</p>   |
| <i>Transfer Agreements</i> | <p>A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.</p>  |
| <b>Transportation</b>      | <p>The District shall accept no responsibility for transportation for transfer students, except as provided by statute or policy.</p>  |
| <b>UIL Eligibility</b>     | <p>The eligibility of a transfer student to participate in UIL activities shall be determined by all applicable UIL regulations.</p>   |
| <b>Tuition</b>             | <p>If the District charges tuition, the amount shall be set by the Board, within statutory limits.</p>   |
| Waivers                    | <p>The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]</p>  |

ADMISSIONS  
INTERDISTRICT TRANSFERS

FDA  
(LOCAL)

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

**Appeals**

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Presentation and Discussion of Region 13 Board of Directors, Election of Place 5

### RECOMMENDED ACTION

**No action required. Item is for information and discussion only.**

### RATIONALE

Review ballots for the ESC Region 13 Election, Place 5.

### BUDGET PROVISIONS

None

### RESOURCE PERSONNEL

Curtis Null, Ed.D. – Superintendent of Schools

### ATTACHMENTS

Region 13 Memo

### MEETING DATE

March 25, 2026



## MEMORANDUM

**TO:** Region 13 Superintendents  
**FROM:** Rich Elsasser, Executive Director  
**DATE:** February 27, 2026  
**SUBJECT:** Election of Place 5, 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 5<sup>th</sup>.”

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

**Place 2**

Gary Barnett – Incumbent, running unopposed. No election is necessary for Place 2.

**Place 5**

Don Rogers – (Incumbent)  
Ronny Singleton

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 5<sup>th</sup>.

Enclosures

2026

**EDUCATION SERVICE CENTER REGION 13  
BOARD OF DIRECTORS ELECTION**

**VOTING MEMBERS**

**NAME OF BOARD MEMBERS VOTING:**

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I \_\_\_\_\_ certify that the Region 13 Education Service Center  
Superintendent  
Board of Directors Election was held by the \_\_\_\_\_  
School Board Members on \_\_\_\_\_  
Date  
Enclosed are the ballots cast by members of the \_\_\_\_\_  
ISD  
School Board.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Superintendent

**ENCLOSE THIS COPY IN ENVELOPE #1**

## **Resume and Personal Data**

S. Don Rogers  
314 Willet Dr.  
Buda, Texas  
78610

Phone: Cell- 512-423-0293  
Home 512-523-8342

### **Education:**

Texas A&M University-Corpus Christi  
(University of Corpus Christi)

B.S. Education

Texas A&M University-Kingsville  
(Texas A&I University)

M.S. School Administration

Western Colorado University

Ed. D. School Administration

### **Professional Experience**

Teacher, Coach,  
Elementary Principal

Clarkwood ISD, Corpus Christi 1959-1969

Teacher and Elementary Programs Director

Deer Park ISD 1969-1970

Principal, Rancier Jr. High

Killeen ISD 1970-1972

Principal, Killeen High School

Killeen ISD 1972-1973

Asst. Superintendent for Personnel

Killeen ISD 1973-1974

Superintendent

Eanes ISD (Westlake), Austin TX. 1974-1991

Executive Director, Texas Association of Community Schools

1991-2002

Sr. Consultant for Public Education -Strategic Partnership Int'l

2002-2004

Consultant State Governmental Affairs  
Texas Rural Education Association

2004-2007

Executive Director Texas Rural Education Association

2007-2019

### **Service and Civic Organizations**

Rotary Club, Dripping Springs

First Baptist Church, Dripping Springs

Board of Directors, Junior Achievement

Board of Directors, Coalition for School Finance Reform

## Military Service

U.S. Naval Reserve 1951-1958

## Other

Texas Advisory Council for Technical-Vocational Education -----1975-1981  
(Chairman -1980-82)  
Texas Advisory Council for Intergovernmental Relations-----1976-1982  
Texas Employment Commission-Employers  
Representative Advisor ----- 1982-1985  
Chairman- State Textbook Committee----- 1985  
Board of Directors, Texas Academic Decathlon -----1984-1992  
Chairman, Board of Directors Education Productivity Council,  
University of Texas----- 1985  
Texas State Library-Local Government Records Committee ----- 1990  
Board of Trustees, Region 13, Education Service Center-----2002-present  
(Chairman 2012-14)  
Board of Directors National Rural Education Association 2007-2017

## Honors

Administrator of the Year, Texas Association of Journalism Directors, 1982  
Administrator of the Year, Texas Personnel and Guidance Association 1983  
Superintendent of the Year, Region 13, Texas Association of School Boards 1984  
Superintendent of the Year, Region 13, Texas Association of School Boards 1990  
Administrator of the Year , Texas Association of Libraries 1991  
Trustees of the Eanes ISD named the School Administration Building the  
"S. Don Rogers, Administration Building" on my retirement, 1991  
Honorary Life Member , Texas Association of School Administrators 1991  
Distinguished Service to Rural Schools Award TREA 2002  
Silver Apple Award, Texas Association of Mid-Size Schools 2004  
Honorary Life Member, Texas Association of Community Schools 2005  
Honorary Life Member, Texas Rural Education Association 2005  
Friend of Education Award, Equity Center 2005  
Hall of Fame, National Rural Education Association 2015  
Lifetime Achievement Award Friends of Public Schools 2018  
Champion for Children Award Pastors for Public Schools 2019  
"ESC Region 13 Building – S. Don Rogers San Marcos Campus" Dedication 2026

**Resume of Ron Singleton, Ed.D.  
13509 Broadmeade Avenue  
Austin, TX 78729  
(512) 517-9301**

**Professional-Level Successes:**

- May 2002 - May 2003**      **Managed own educational support business; developed prototype products, designed marketing materials and strategies, developed website, developed business plan, worked vendor booths at educational conferences, and carried out mail order sales.**
- Oct 2002 - April 2003**      **Temporary personnel status with the Equal Education Opportunity at the Texas Education Agency (TEA); supervised report submission by outsource personnel; monitored equity of resources and access in school districts as per Court Order 5281; responded to written complaints.**
- Jan 2002 – Sept 2002**      **Special Education Project Manager for Oak Hill Technology, Inc., an outsource entity for TEA monitoring; primary assignment was to develop a quality control system patterned after Malcolm Baldrige criteria and ISO 9000 criteria.**
- Jan 1985 – Dec 2001**      **Accreditation Specialist monitoring public schools for Office of Accountability and School Accreditation, TEA, in all aspects of school operations; monitored approximately 170 school districts in all 20 education service centers; chaired Dallas, Houston, and San Antonio ISDs multiple times; interviewed more than 1,000 board members; interviewed approximately 1,400 teachers; and presided at approximately 100 parent and community meetings. On each of the approximately 170 district visits, I supervised from 5 to 60 professional team members who either generated campus reports under my direction or assisted me in developing district reports. Reports were primarily accreditation oriented where analysis of performance and learning conditions indicated recommendations for performance improvement. I focused on reviewing essential element (now TEKS) coordination with curriculum. Some compliance visits occurred during the last few years of duty, when the TEA Compliance Division was infused into the Division of Accreditation during a reorganization of TEA.**
- Aug 1984 – Jan 1985**      **Middle School Science and Math Teacher, Lewisville ISD**
- June 1982 – Aug 1984**      **Middle School Principal, Memphis, Texas; Supervised instructional program at Memphis Junior High, Memphis ISD**
- July 1979 – June 1982**      **Grades K-12 Principal, Cumby ISD; Supervised instructional program for Grades K-12; attended all board meetings; assisted superintendent with budget encumbrance accounting.**
- June 1977 – June 1979**      **Assistant Principal, Boswell High School, Eagle Mt./Saginaw ISD; Discipline Manager; Textbook Custodian; new construction advisor; game security manager; extracurricular activity supervisor; teacher evaluator.**

- July 1975 – June 1977**      **High School Principal, Union Hill ISD, Gilmer, Texas; Supervised secondary education program; coordinated with UIL literary competition, textbook custodian; teacher evaluator; girls varsity basketball coach; teacher senior government and health; attended all board meetings at the direction of the Board President and Superintendent.**
- May 1971 – July 1975**      **Community Education Director, Plano ISD; & Elementary Physical Education Teacher; planned, registered participants; supervised Adult/Community Education Program of 30 evening classes per week at my campus (essentially a night principal); taught Grades 2-5 elementary physical education in the afternoon at Meadows Elementary School, Plano ISD; drove morning bus route.**
- Jan 1971 – May 1971**      **Freight Checker in North Dallas, at Roadway Express, East Texas Motor Freight, and Brown Express.**
- Aug 1970 – Dec 1970**      **Veterinary Supply Salesman – territory eastern half of Texas.**
- Jan 1970 – Aug 1970**      **Science Teacher/Bus Driver, Lewisville ISD**

**Education:**

- |   |   |
|---|---|
| <b>Doctor of Education, Educational Administration</b>  | <b>August 1985, East Texas State University</b> |
| <b>Masters of Education, Educational Administration</b> | <b>August 1975, East Texas State University</b> |
| <b>Bachelor of Science, Biology, HPE&amp;R</b>          | <b>January 1970, University North Texas</b>     |
| <b>Business &amp; Speech courses</b>                    | <b>9 1964-65, 1966, Temple Junior College</b>   |

**Certification:**

- |   |                                       |
|---|---------------------------------------|
| <b>Texas Mediator, 2001</b>                 | <b>Instructional Leadership, 1986</b> |
| <b>Texas Teacher Appraisal System, 1992</b> | <b>Texas Superintendent, 1980</b>     |
| <b>Strategic Planner, 1992</b>              | <b>Texas Mid-Management, 1976</b>     |

**Publications:**

- "Texas Public College and University Merit Pay; Implications for Texas Public Schools", dissertation for Doctor of Education degree, 1985**
- "They Won 21-20. Their Team Is 15% Limited English Proficient, 30% Black, 25% Free or Reduced Price Lunch, and 40% Anglo", Catalyst for Change, vol. 21, No. 2, Winter, 1992, an article in an educational administration periodical.**
- "Missing in Action; Prisoner of War", 1991, a book I edited for my father.**



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Consideration of and Request for Approval of Mathematics Instructional Materials Adoption and Purchase

### RECOMMENDED ACTION

**Administration recommends approval of the recommendations from the Mathematics Instructional Materials Selection Committee for purchase and implementation beginning with the 2026–2027 school year, as presented.**

### RATIONALE

The Instructional Materials Review and Approval (IMRA) process was enacted under House Bill 1605 (88th Regular Legislative Session). Under the IMRA process, the State Board of Education (SBOE) governs the review of instructional materials, holding the final authority on the process, criteria used, and approvals. Instructional materials submitted in the IMRA process are reviewed for Texas Essential Knowledge and Skills (TEKS) and English Language Proficiency Standards (ELPS) alignment, factual accuracy, suitability, quality, and compliance with physical/electronic specifications and parent portal requirements.

Local authorities for each school district set their own procedures for selecting appropriate instructional materials for their students. In Lake Travis ISD, the process involves extensive review and evaluation by teachers, administrators, and district-level leadership. During the 2025–2026 school year, committees convened to consider instructional materials (approved by the SBOE during the IMRA 2024 and IMRA 2025 cycles) for elementary and secondary math and identify recommendations for adoption, beginning with the 2026–2027 school year.

The Committees recommend the following resources for adoption in Lake Travis ISD:

- Amplify Desmos Math Texas for Grades K–5
- Savvas enVision+ Texas Math for Grades 6–8, Algebra 1, Geometry, and Algebra 2

### BUDGET PROVISIONS

SBOE-Approved Instructional Materials Entitlement  
Instructional Materials & Technology Allotment

### RESOURCE PERSONNEL

Lyndsaie Benton, Ed.D. – Executive Director of Curriculum and Instruction  
Anna Catherine Alvis – Instructional Technology Coordinator

### ATTACHMENTS

LTISD Instructional Materials Recommendations  
Recommendation Confirmation – Elementary Math  
Recommendation Confirmation – Secondary Math  
IMRA List of SBOE-Approved Instructional Materials  
LTISD Instructional Materials Committee Members



**MEETING DATE**

March 25, 2026



**Instructional Materials Recommendation**  
*Lake Travis ISD*

|                             |                           |
|-----------------------------|---------------------------|
| <b>Subject</b>              | Math                      |
| <b>Grade Level / Course</b> | Kindergarten - 5th Grade  |
| <b>Resource Title</b>       | Amplify Desmos Math Texas |
| <b>Publisher</b>            | Amplify, Inc.             |

|                             |  |
|-----------------------------|--|
| <b>Subject</b>              | Math   |
| <b>Grade Level / Course</b> | 6th - 8th Grade Math; Algebra 1, Geometry, Algebra 2 |
| <b>Resource Title</b>       | Savvas enVision+ Texas Math                          |
| <b>Publisher</b>            | Savvas Learning Company                              |

*By affixing their signature below, the members of the Instructional Materials Steering Committee certify that the listed resources are the recommendations of the Instructional Materials Selection Committee for the indicated subject areas and courses/grade levels.*

**Bethany Medford, Ed.D.**  
Assistant Superintendent for School Leadership

**Dana Schrader, M.Ed.**  
Secondary Academic Coordinator

**Lyndsa Benton, Ed.D.**  
Executive Director of Curriculum and Instruction

**Wendy Gorfain**  
Elementary Academic Coordinator

**Anna Catherine Alvis, M.Ed.**  
Instructional Technology Coordinator  
*Chair, Instructional Materials Coordinating Committee*

3-11-26

**Date**

## Instructional Materials Selection Committee

### *Elementary Math*

2025-2026 | Lake Travis ISD

| <p>As a member of the Instructional Materials Selection Committee, I confirm the committee's consensus decision to recommend Amplify Desmos Math Texas for adoption and implementation for math instruction for Kindergarten through 5th grade, beginning in the 2026-2027 school year.</p> | <p>As a member of the Instructional Materials Selection Committee, I understand that consensus means commitment. I confirm that I will support the decision of this committee and the implementation of the recommended resource.</p> | <p>Please type your first and last name below to serve as your signature certifying the committee's recommendation.</p> | <p>Campus</p> | <p>Grade Level</p>    |
|---|---|---|---------------|-----------------------|
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Devon Rains   | LPE           | 5th Grade             |
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Joanne Molinyawe  | WCHE          | 4th Grade             |
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Beverly Whitmer   | LPE           | 4th Grade             |
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Jessica Taylor  | BCE           | Multiple grade levels |
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Ashley Mazariegos   | BCE           | Kinder                |
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Amy Smith   | SHE           | 2nd Grade             |
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Steisy Cruz   | LTE           | 5th Grade             |
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Erin Dimiceli   | BCE           | 1st Grade             |
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Amy Bertul  | LWE           | 3rd Grade             |
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Laura Browning  | SHE           | 5th Grade             |
| I confirm this consensus recommendation.  | I confirm my commitment to the committee's recommendation.  | Natalie Houghton  | LPE           | 1st Grade             |

|  |  |                       |      |                       |
|--|--|-----------------------|------|-----------------------|
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Alexandria Stanley    | SHE  | Kinder                |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Maria Silvera         | LTE  | 3rd Grade             |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Shiidon Hawley        | BCE  | 5th Grade             |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Katie Magers          | RHE  | 4th Grade             |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Catherine Loth Ruff   | LWE  | 5th Grade             |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Noelle McDaniel       | WCHE | 4th Grade             |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Harleigh Mueller      | WCHE | 1st Grade             |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Nicole Taylor         | RHE  | Multiple grade levels |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Amy Puga              | RHE  | Multiple grade levels |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Kenton Matthew Nelson | LWE  | Multiple grade levels |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Lea Robinson          | LWE  | 1st Grade             |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Sonia Marroquin       | LTE  | Kinder                |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Karen Reich           | LPE  | Multiple grade levels |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Christena Trousil     | RHE  | 1st Grade             |
| I confirm this consensus                 | I confirm my commitment to the                             | Bridgette DeLong      | SHE  | Multiple              |

|  |  |                  |      |                       |
|--|--|------------------|------|-----------------------|
| recommendation.                          | committee's recommendation.                                |                  |      | grade levels          |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Jamie Wade       | WCHE | Kinder                |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Arielle Ties     | BCE  | 3rd Grade             |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Jessica Dever    | RHE  | 2nd Grade             |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Summer L. Miller | WCHE | 3rd Grade             |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | Meagan McGarrity | SHE  | Multiple grade levels |
| I confirm this consensus recommendation. | I confirm my commitment to the committee's recommendation. | David Garcia     | LTE  | 4th Grade             |

## Instructional Materials Selection Committee

### Secondary Math

2025-2026 | Lake Travis ISD

| First Name | Last Name | As a member of the Instructional Materials Selection Committee, I confirm the committee's consensus decision to recommend Savvas enVision+ Texas Math for adoption and implementation for math instruction for Math 6 - Algebra 1 beginning in the 2026-2027 school year. | Campus | Grade Level / Course |
|------------|-----------|---|--------|----------------------|
| Tana       | Wheeler   | I confirm this consensus recommendation.  | BCMS   | Math 8               |
| Mandy      | Jatzlau   | I confirm this consensus recommendation.  | BCMS   | Math 6               |
| Regina     | Vickers   | I confirm this consensus recommendation.  | HBMS   | Math 6               |
| James      | Lorenz    | I confirm this consensus recommendation.  | BCMS   | Math 8               |
| Tricia     | Weinand   | I confirm this consensus recommendation.  | LTMS   | Math 8               |
| Cindy      | Eskridge  | I confirm this consensus recommendation.  | BCMS   | Math 8               |
| Melanie    | Beninga   | I confirm this consensus recommendation.  | BCMS   | Math 6               |
| Dan        | Grey      | I confirm this consensus recommendation.  | HBMS   | Math 8               |
| Sean       | Trombly   | I confirm this consensus recommendation.  | LTHS   | Algebra 1            |
| Jill       | Crecilius | I confirm this consensus recommendation.  | HBMS   | Algebra 1            |
| Courtney   | Hall      | I confirm this consensus recommendation.  | LTMS   | Math 8               |
| Raquel     | Lloreda   | I confirm this consensus recommendation.  | LTMS   | Algebra 1            |
| Jennifer   | Duffourc  | I confirm this consensus recommendation.  | LTHS   | Algebra 1            |
| Shea       | Bertrand  | I confirm this consensus recommendation.  | LTMS   | Math 7               |
| Katelyn    | McCoy     | I confirm this consensus recommendation.  | LTMS   | Math 6               |
| Kelsie     | Cabiad    | I confirm this consensus recommendation.  | BCMS   | Algebra 1            |

| Campus | Course           | As a member of the Instructional Materials Selection Committee, I confirm the committee's recommendation of Savvas enVision+ Texas Math for adoption and implementation for math instruction for Geometry and Algebra 2, beginning in the 2026-2027 school year. | As a member of the Instructional Materials Selection Committee, I understand that consensus means commitment. I confirm that I will support the decision of this committee and the implementation of the recommended resource. | Please type your first and last name below to serve as your signature certifying the committee's recommendation. |
|--------|------------------|--|--|--|
| LTHS   | Multiple courses | I confirm this recommendation.   | I confirm my commitment to the committee's recommendation.   | Brad Tucker  |
| LTHS   | Multiple courses | I confirm this recommendation.   | I confirm my commitment to the committee's recommendation.   | Robert Huffaker  |
| LTHS   | Geometry         | I confirm this recommendation.   | I confirm my commitment to the committee's recommendation.   | Jill Williams  |
| LTHS   | Multiple courses | I confirm this recommendation.   | I confirm my commitment to the committee's recommendation.   | Sheri Remore   |
| LTHS   | Algebra 2        | I confirm this recommendation.   | I confirm my commitment to the committee's recommendation.   | Karla Green  |
| LTHS   | Multiple courses | I confirm this recommendation.   | I confirm my commitment to the committee's recommendation.   | William Davis  |
| LTHS   | Geometry         | I confirm this recommendation.   | I confirm my commitment to the committee's recommendation.   | Emma-Elaine Bennett  |



## IMRA List of SBOE-Approved Instructional Materials

The State Board of Education (SBOE) has voted to approve the following tier-one full- and partial-subject instructional materials listed for Instructional Materials Review and Approval (IMRA) Cycles 2024 and 2025. All instructional materials on the IMRA List of SBOE-Approved Instructional Materials have met 100% of the Texas Essential Knowledge and Skills (TEKS) and applicable English Language Proficiency Standards (ELPS).

Detailed reports for all IMRA-reviewed instructional materials can be viewed at [im.tea.texas.gov](https://im.tea.texas.gov).

| Publisher Name               | Material Type | Subject Area                      | Grade Level / Course | Product Title  | Product ISBN  | IMRA Cycle |
|------------------------------|---------------|-----------------------------------|----------------------|--|---------------|------------|
| HMH Education Company        | Full-Subject  | English Language Arts and Reading | Kindergarten         | <i>HMH Into Reading Texas Version 2 Grade K</i>                                | 9798202118876 | 2025       |
| HMH Education Company        | Full-Subject  | English Language Arts and Reading | Grade 1              | <i>HMH Into Reading Texas Version 2 Grade 1</i>                                | 9798202118883 | 2025       |
| HMH Education Company        | Full-Subject  | English Language Arts and Reading | Grade 2              | <i>HMH Into Reading Texas Version 2 Grade 2</i>                                | 9798202118890 | 2025       |
| HMH Education Company        | Full-Subject  | English Language Arts and Reading | Grade 3              | <i>HMH Into Reading Texas Version 2 Grade 3</i>                                | 9798202118906 | 2025       |
| HMH Education Company        | Full-Subject  | English Language Arts and Reading | Grade 4              | <i>HMH Into Reading Texas Version 2 Grade 4</i>                                | 9798202118913 | 2025       |
| HMH Education Company        | Full-Subject  | English Language Arts and Reading | Grade 5              | <i>HMH Into Reading Texas Version 2 Grade 5</i>                                | 9798202118920 | 2025       |
| Lowman Education, LLC        | Full-Subject  | English Language Arts and Reading | Grade 6              | <i>6th Grade RLA</i>   | 9781967218677 | 2025       |
| Savvas Learning Company, LLC | Full Subject  | English Language Arts and Reading | Kindergarten         | <i>Texas myView Literacy (Print and Digital), Kindergarten</i>                 | 9798890723444 | 2024       |
| Savvas Learning Company, LLC | Full Subject  | English Language Arts and Reading | Grade 1              | <i>Texas myView Literacy (Print and Digital), Grade 1</i>                      | 9798890723451 | 2024       |
| Savvas Learning Company, LLC | Full Subject  | English Language Arts and Reading | Grade 2              | <i>Texas myView Literacy (Print and Digital), Grade 2</i>                      | 9798890723468 | 2024       |
| Savvas Learning Company, LLC | Full Subject  | English Language Arts and Reading | Grade 3              | <i>Texas myView Literacy (Print and Digital), Grade 3</i>                      | 9798890723475 | 2024       |
| Savvas Learning Company, LLC | Full Subject  | English Language Arts and Reading | Grade 4              | <i>Texas myView Literacy (Print and Digital), Grade 4</i>                      | 9798890723482 | 2024       |
| Savvas Learning Company, LLC | Full Subject  | English Language Arts and Reading | Grade 5              | <i>Texas myView Literacy (Print and Digital), Grade 5</i>                      | 9798890723499 | 2024       |
| Texas Education Agency       | Full Subject  | English Language Arts and Reading | Kindergarten         | <i>Bluebonnet Learning Grade Kindergarten Reading Language Arts, Edition 1</i> | 9798213423075 | 2024       |
| Texas Education Agency       | Full Subject  | English Language Arts and Reading | Grade 1              | <i>Bluebonnet Learning Grade 1 Reading Language Arts, Edition 1</i>            | 9798213423082 | 2024       |
| Texas Education Agency       | Full Subject  | English Language Arts and Reading | Grade 2              | <i>Bluebonnet Learning Grade 2 Reading Language Arts, Edition 1</i>            | 9798213423099 | 2024       |
| Texas Education Agency       | Full Subject  | English Language Arts and Reading | Grade 3              | <i>Bluebonnet Learning Grade 3 Reading Language Arts, Edition 1</i>            | 9798213423105 | 2024       |
| Texas Education Agency       | Full Subject  | English Language Arts and Reading | Grade 4              | <i>Bluebonnet Learning Grade 4 Reading Language Arts, Edition 1</i>            | 9798213423112 | 2024       |
| Texas Education Agency       | Full Subject  | English Language Arts and Reading | Grade 5              | <i>Bluebonnet Learning Grade 5 Reading Language Arts, Edition 1</i>            | 9798213423129 | 2024       |
| HMH Education Company        | Full-Subject  | Spanish Language Arts and Reading | Kindergarten         | <i>HMH ¡Arriba la lectura! Texas Version 2 Grade K</i>                         | 9798202118937 | 2025       |
| HMH Education Company        | Full-Subject  | Spanish Language Arts and Reading | Grade 1              | <i>HMH ¡Arriba la lectura! Texas Version 2 Grade 1</i>                         | 9798202118944 | 2025       |
| HMH Education Company        | Full-Subject  | Spanish Language Arts and Reading | Grade 2              | <i>HMH ¡Arriba la lectura! Texas Version 2 Grade 2</i>                         | 9798202118951 | 2025       |



## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name                   | Material Type   | Subject Area                      | Grade Level / Course | Product Title   | Product ISBN  | IMRA Cycle |
|----------------------------------|-----------------|-----------------------------------|----------------------|---|---------------|------------|
| HMH Education Company            | Full-Subject    | Spanish Language Arts and Reading | Grade 3              | <i>HMH ¡Arriba la lectura! Texas Version 2 Grade 3</i>                  | 9798202118968 | 2025       |
| HMH Education Company            | Full-Subject    | Spanish Language Arts and Reading | Grade 4              | <i>HMH ¡Arriba la lectura! Texas Version 2 Grade 4</i>                  | 9798202118975 | 2025       |
| HMH Education Company            | Full-Subject    | Spanish Language Arts and Reading | Grade 5              | <i>HMH ¡Arriba la lectura! Texas Version 2 Grade 5</i>                  | 9798202118982 | 2025       |
| Savvas Learning Company, LLC     | Full Subject    | Spanish Language Arts and Reading | Kindergarten         | <i>Texas Mivision Lectura (Print And Digital), Kindergarten</i>         | 9798213424157 | 2024       |
| Savvas Learning Company, LLC     | Full Subject    | Spanish Language Arts and Reading | Grade 1              | <i>Texas Mivision Lectura (Print And Digital), Grade 1</i>              | 9798213424164 | 2024       |
| Savvas Learning Company, LLC     | Full Subject    | Spanish Language Arts and Reading | Grade 2              | <i>Texas Mivision Lectura (Print And Digital), Grade 2</i>              | 9798213424171 | 2024       |
| Savvas Learning Company, LLC     | Full Subject    | Spanish Language Arts and Reading | Grade 3              | <i>Texas Mivision Lectura (Print And Digital), Grade 3</i>              | 9798213424188 | 2024       |
| Savvas Learning Company, LLC     | Full Subject    | Spanish Language Arts and Reading | Grade 4              | <i>Texas Mivision Lectura (Print And Digital), Grade 4</i>              | 9798213424195 | 2024       |
| Savvas Learning Company, LLC     | Full Subject    | Spanish Language Arts and Reading | Grade 5              | <i>Texas Mivision Lectura (Print And Digital), Grade 5</i>              | 9798213424201 | 2024       |
| Texas Education Agency           | Full-Subject    | Spanish Language Arts and Reading | Kindergarten         | <i>Aprendizaje Bluebonnet, Artes del lenguaje y lectura K-5 Grado K</i> | 9798894643410 | 2025       |
| Texas Education Agency           | Full-Subject    | Spanish Language Arts and Reading | Grade 1              | <i>Aprendizaje Bluebonnet, Artes del lenguaje y lectura K-5 Grado 1</i> | 9798894643427 | 2025       |
| Texas Education Agency           | Full-Subject    | Spanish Language Arts and Reading | Grade 2              | <i>Aprendizaje Bluebonnet, Artes del lenguaje y lectura K-5 Grade 2</i> | 9798894643434 | 2025       |
| Texas Education Agency           | Full-Subject    | Spanish Language Arts and Reading | Grade 3              | <i>Aprendizaje Bluebonnet, Artes del lenguaje y lectura K-5 Grado 3</i> | 9798894643441 | 2025       |
| Texas Education Agency           | Full-Subject    | Spanish Language Arts and Reading | Grade 4              | <i>Aprendizaje Bluebonnet, Artes del lenguaje y lectura K-5 Grado 4</i> | 9798894643458 | 2025       |
| Texas Education Agency           | Full-Subject    | Spanish Language Arts and Reading | Grade 5              | <i>Aprendizaje Bluebonnet, Artes del lenguaje y lectura K-5 Grado 5</i> | 9798894643465 | 2025       |
| Amplify Education, Inc.          | Partial Subject | English Phonics                   | Kindergarten         | <i>Amplify TX ELAR Skills, K</i>  | 9781636027357 | 2024       |
| Amplify Education, Inc.          | Partial Subject | English Phonics                   | Grade 1              | <i>Amplify TX ELAR Skills, 1</i>  | 9781636027395 | 2024       |
| Amplify Education, Inc.          | Partial Subject | English Phonics                   | Grade 2              | <i>Amplify TX ELAR Skills, 2</i>  | 9781636027425 | 2024       |
| Amplify Education, Inc.          | Partial Subject | English Phonics                   | Grade 3              | <i>Amplify TX ELAR Skills, 3</i>  | 9798891807198 | 2024       |
| Benchmark Education Company, LLC | Partial-Subject | English Phonics                   | Kindergarten         | <i>Benchmark Phonics Texas Edition, K</i>                               | 9798331845131 | 2025       |
| Benchmark Education Company, LLC | Partial-Subject | English Phonics                   | Grade 1              | <i>Benchmark Phonics Texas Edition, 1</i>                               | 9798331845148 | 2025       |
| Benchmark Education Company, LLC | Partial-Subject | English Phonics                   | Grade 2              | <i>Benchmark Phonics and Word Study Texas Edition, 2</i>                | 9798331845155 | 2025       |
| Benchmark Education Company, LLC | Partial-Subject | English Phonics                   | Grade 3              | <i>Benchmark Phonics and Word Study Texas Edition, 3</i>                | 9798331845162 | 2025       |
| Curriculum Associates, LLC       | Partial Subject | English Phonics                   | Kindergarten         | <i>Texas Magnetic Reading Foundations, Kindergarten</i>                 | 9781663016720 | 2024       |
| Curriculum Associates, LLC       | Partial Subject | English Phonics                   | Grade 1              | <i>Texas Magnetic Reading Foundations, Grade 1</i>                      | 9781663016737 | 2024       |
| Curriculum Associates, LLC       | Partial Subject | English Phonics                   | Grade 2              | <i>Texas Magnetic Reading Foundations, Grade 2</i>                      | 9781663016744 | 2024       |
| hand2mind, Inc.                  | Partial-Subject | English Phonics                   | Kindergarten         | <i>Guided Phonics + Beyond Focus Lessons–Grade K</i>                    | 9798899380266 | 2025       |
| hand2mind, Inc.                  | Partial-Subject | English Phonics                   | Grade 1              | <i>Guided Phonics + Beyond Focus Lessons–Grade 1</i>                    | 9798899380280 | 2025       |
| hand2mind, Inc.                  | Partial-Subject | English Phonics                   | Grade 2              | <i>Guided Phonics + Beyond Focus Lessons–Grade 2</i>                    | 9798899380303 | 2025       |



## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name  | Material Type   | Subject Area    | Grade Level / Course | Product Title   | Product ISBN  | IMRA Cycle |
|---|-----------------|-----------------|----------------------|---|---------------|------------|
| Heinemann, a division of Greenwood Publishing Group LLC | Partial-Subject | English Phonics | Grade 1              | <i>Texas Saxon Reading Foundations Grade 1</i>  | 9798202134777 | 2025       |
| Heinemann, a division of Greenwood Publishing Group LLC | Partial-Subject | English Phonics | Kindergarten         | <i>Texas Saxon Reading Foundations Grade K</i>  | 9798202134760 | 2025       |
| Heinemann, a division of Greenwood Publishing Group LLC | Partial-Subject | English Phonics | Grade 2              | <i>Texas Saxon Reading Foundations Grade 2</i>  | 9798202134784 | 2025       |
| Just Right Reader, Inc.                                 | Partial Subject | English Phonics | Kindergarten         | <i>Just Right Reader Kindergarten - Early Decodables</i>                                    | 9798892398657 | 2024       |
| Just Right Reader, Inc.                                 | Partial Subject | English Phonics | Grade 1              | <i>Just Right Reader 1st Grade Decodables</i>   | 9798892398640 | 2024       |
| Just Right Reader, Inc.                                 | Partial Subject | English Phonics | Grade 2              | <i>Just Right Reader 2nd Grade Decodables</i>   | 9798892398633 | 2024       |
| Just Right Reader, Inc.                                 | Partial-Subject | English Phonics | Grade 3              | <i>Just Right Reader 3rd Grade Decodables Plus</i>  | 9798896543657 | 2025       |
| Literacy Resources, LLC (Heggerty)                      | Partial-Subject | English Phonics | Kindergarten         | <i>Bridge to Reading: Foundational Skills for Kindergarten: Classroom Kit, TEKS-aligned</i> | 9781964773605 | 2025       |
| Literacy Resources, LLC (Heggerty)                      | Partial-Subject | English Phonics | Grade 1              | <i>Bridge to Reading: Foundational Skills for First Grade: Classroom Kit, TEKS-aligned</i>  | 9781964773650 | 2025       |
| Literacy Resources, LLC (Heggerty)                      | Partial-Subject | English Phonics | Grade 2              | <i>Bridge to Reading: Foundational Skills for Second Grade: Classroom Kit, TEKS-aligned</i> | 9781964773704 | 2025       |
| Literacy Resources, LLC (Heggerty)                      | Partial-Subject | English Phonics | Grade 3              | <i>Bridge to Reading: Foundational Skills for Third Grade: Classroom Kit, TEKS-aligned</i>  | 9781964773759 | 2025       |
| Reading Horizons (HEC Software, Inc)                    | Partial Subject | English Phonics | Kindergarten         | <i>Reading Horizons Discovery, Kindergarten</i>   | 9781623823382 | 2024       |
| Reading Horizons (HEC Software, Inc)                    | Partial Subject | English Phonics | Grade 1              | <i>Reading Horizons Discovery, Grade 1</i>  | 9781623823382 | 2024       |
| Reading Horizons (HEC Software, Inc)                    | Partial Subject | English Phonics | Grade 2              | <i>Reading Horizons Discovery, Grade 2</i>  | 9781623823382 | 2024       |
| Reading Horizons (HEC Software, Inc)                    | Partial Subject | English Phonics | Grade 3              | <i>Reading Horizons Discovery, Grade 3</i>  | 9781623823382 | 2024       |
| Scholastic Inc.   | Partial-Subject | English Phonics | Kindergarten         | <i>Ready4Reading Grade Kindergarten</i>   | 9781546184775 | 2025       |
| Scholastic Inc.   | Partial-Subject | English Phonics | Grade 1              | <i>Ready4Reading Grade One</i>  | 9781546184775 | 2025       |
| Scholastic Inc.   | Partial-Subject | English Phonics | Grade 2              | <i>Ready4Reading Grade Two</i>  | 9781546184775 | 2025       |
| Scholastic Inc.   | Partial-Subject | English Phonics | Grade 3              | <i>Ready4Reading Grade Three</i>  | 9781546184775 | 2025       |
| Really Great Reading Company                            | Partial-Subject | English Phonics | Kindergarten         | <i>Countdown Texas Edition, Grade Kindergarten</i>  | 9781964745237 | 2025       |
| Really Great Reading Company                            | Partial-Subject | English Phonics | Grade 1              | <i>Blast Foundations Texas Edition, Grade 1</i>   | 9781964745305 | 2025       |
| Really Great Reading Company                            | Partial-Subject | English Phonics | Grade 2              | <i>HD Word Texas Edition, Grade 2</i>   | 9781964745411 | 2025       |
| Texas Education Agency                                  | Partial Subject | English Phonics | Kindergarten         | <i>Bluebonnet Learning Grade K Foundational Skills</i>                                      | 9798890723505 | 2024       |
| Texas Education Agency                                  | Partial Subject | English Phonics | Grade 1              | <i>Bluebonnet Learning Grade 1 Foundational Skills</i>                                      | 9798890723512 | 2024       |
| Texas Education Agency                                  | Partial Subject | English Phonics | Grade 2              | <i>Bluebonnet Learning Grade 2 Foundational Skills</i>                                      | 9798890723529 | 2024       |
| Texas Education Agency                                  | Partial Subject | English Phonics | Grade 3              | <i>Bluebonnet Learning Grade 3 Foundational Skills</i>                                      | 9798890723536 | 2024       |
| William H. Sadlier, Inc                                 | Partial Subject | English Phonics | Kindergarten         | <i>From Phonics to Reading, Grade K</i>   | 9781421771809 | 2024       |
| William H. Sadlier, Inc                                 | Partial Subject | English Phonics | Grade 1              | <i>From Phonics to Reading, Grade 1</i>   | 9781421771816 | 2024       |

## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name                   | Material Type   | Subject Area    | Grade Level / Course | Product Title  | Product ISBN  | IMRA Cycle |
|----------------------------------|-----------------|-----------------|----------------------|--|---------------|------------|
| William H. Sadlier, Inc          | Partial Subject | English Phonics | Grade 2              | <i>From Phonics to Reading, Grade 2</i>  | 9781421771823 | 2024       |
| William H. Sadlier, Inc          | Partial Subject | English Phonics | Grade 3              | <i>From Phonics to Reading, Grade 3</i>  | 9781421771830 | 2024       |
| Wilson Language Training         | Partial Subject | English Phonics | Kindergarten         | <i>Foundations Level K Classroom Set for 25 &amp; Geodes Level K Classroom Library</i>   | 9781567787658 | 2024       |
| Wilson Language Training         | Partial Subject | English Phonics | Grade 1              | <i>Foundations Level 1 Classroom Set for 25 &amp; Geodes Level 1 Classroom Library</i>   | 9781567787665 | 2024       |
| Wilson Language Training         | Partial Subject | English Phonics | Grade 2              | <i>Foundations Level 2 Classroom Set for 25 &amp; Geodes Level 2 Classroom Library</i>   | 9781567787672 | 2024       |
| Amplify Education, Inc.          | Partial Subject | Spanish Phonics | Kindergarten         | <i>Amplify SLAR Texas Habilidades y Destrezas, Grade K</i>                               | 9798885762021 | 2024       |
| Amplify Education, Inc.          | Partial Subject | Spanish Phonics | Grade 1              | <i>Amplify SLAR Texas Habilidades y Destrezas, Grade 1</i>                               | 9798885762038 | 2024       |
| Amplify Education, Inc.          | Partial Subject | Spanish Phonics | Grade 2              | <i>Amplify SLAR Texas Habilidades y Destrezas, Grade 2</i>                               | 9798885762045 | 2024       |
| Benchmark Education Company, LLC | Partial-Subject | Spanish Phonics | Kindergarten         | <i>Benchmark Fonética (edición de Texas), K</i>  | 9798331846671 | 2025       |
| Benchmark Education Company, LLC | Partial-Subject | Spanish Phonics | Grade 1              | <i>Benchmark Fonética (edición de Texas), 1</i>  | 9798331846688 | 2025       |
| Benchmark Education Company, LLC | Partial-Subject | Spanish Phonics | Grade 2              | <i>Benchmark Fonética y estudio de palabras (edición de Texas), 2</i>                    | 9798331846695 | 2025       |
| Benchmark Education Company, LLC | Partial-Subject | Spanish Phonics | Grade 3              | <i>Benchmark Fonética y estudio de palabras (edición de Texas), 3</i>                    | 9798331846701 | 2025       |
| Curriculum Associates, LLC       | Partial-Subject | Spanish Phonics | Kindergarten         | <i>Mosaico, Grade K</i>  | 9781663057877 | 2025       |
| Curriculum Associates, LLC       | Partial-Subject | Spanish Phonics | Grade 1              | <i>Mosaico, Grade 1</i>  | 9781663057884 | 2025       |
| Curriculum Associates, LLC       | Partial-Subject | Spanish Phonics | Grade 2              | <i>Mosaico, Grade 2</i>  | 9781663057891 | 2025       |
| I Love to Read in Spanish, LLC   | Partial-Subject | Spanish Phonics | Kindergarten         | <i>¡Estoy Listo!-Desarrollo de Habilidades Fundamentales de Lectoescritura, Kínder</i>   | 9781966061496 | 2025       |
| I Love to Read in Spanish, LLC   | Partial-Subject | Spanish Phonics | Grade 1              | <i>Poquito a Poco-Desarrollo de Habilidades Fundamentales de Lectoescritura, Grado 1</i> | 9781966061502 | 2025       |
| Just Right Reader, Inc.          | Partial Subject | Spanish Phonics | Kindergarten         | <i>Just Right Reader Decodables De Jardín De Infantes</i>                                | 9798892398619 | 2024       |
| Just Right Reader, Inc.          | Partial Subject | Spanish Phonics | Grade 1              | <i>Just Right Reader Decodables De Primer Grado</i>                                      | 9798892398602 | 2024       |
| Just Right Reader, Inc.          | Partial Subject | Spanish Phonics | Grade 2              | <i>Just Right Reader Decodables De Segundo Grado</i>                                     | 9798892398596 | 2024       |
| Just Right Reader, Inc.          | Partial-Subject | Spanish Phonics | Grade 3              | <i>Just Right Reader Decodables Plus de Tercer Grado</i>                                 | 9798896543664 | 2025       |
| Texas Education Agency           | Partial-Subject | Spanish Phonics | Kindergarten         | <i>Aprendizaje Bluebonnet, Destrezas fundamentales K-3 Grado K</i>                       | 9798896347606 | 2025       |
| Texas Education Agency           | Partial-Subject | Spanish Phonics | Grade 1              | <i>Aprendizaje Bluebonnet, Destrezas fundamentales K-3 Grado 1</i>                       | 9798896347613 | 2025       |
| Texas Education Agency           | Partial-Subject | Spanish Phonics | Grade 2              | <i>Aprendizaje Bluebonnet, Destrezas fundamentales K-3 Grado 2</i>                       | 9798896347620 | 2025       |
| Texas Education Agency           | Partial-Subject | Spanish Phonics | Grade 3              | <i>Aprendizaje Bluebonnet, Destrezas fundamentales K-3 Grado 3</i>                       | 9798897703609 | 2025       |

## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name                   | Material Type | Subject Area        | Grade Level / Course | Product Title   | Product ISBN  | IMRA Cycle |
|----------------------------------|---------------|---------------------|----------------------|---|---------------|------------|
| Accelerate Learning              | Full-Subject  | English Mathematics | Kindergarten         | <i>STEMscopes Texas Math - Kindergarten (1 year online)</i> | 9798893538571 | 2024       |
| Accelerate Learning              | Full-Subject  | English Mathematics | Grade 1              | <i>STEMscopes Texas Math - Grade 1 (1 year online)</i>      | 9798893538588 | 2024       |
| Accelerate Learning              | Full-Subject  | English Mathematics | Grade 2              | <i>STEMscopes Texas Math - Grade 2 (1 year online)</i>      | 9798893538595 | 2024       |
| Accelerate Learning              | Full-Subject  | English Mathematics | Grade 3              | <i>STEMscopes Texas Math - Grade 3 (1 year online)</i>      | 9798893538601 | 2024       |
| Accelerate Learning              | Full-Subject  | English Mathematics | Grade 4              | <i>STEMscopes Texas Math - Grade 4 (1 year online)</i>      | 9798893538618 | 2024       |
| Accelerate Learning              | Full-Subject  | English Mathematics | Grade 5              | <i>STEMscopes Texas Math - Grade 5 (1 year online)</i>      | 9798893538625 | 2024       |
| Accelerate Learning              | Full-Subject  | English Mathematics | Grade 6              | <i>STEMscopes Texas Math - Grade 6 (1 year online)</i>      | 9798893538632 | 2024       |
| Accelerate Learning              | Full-Subject  | English Mathematics | Grade 7              | <i>STEMscopes Texas Math - Grade 7 (1 year online)</i>      | 9798893538649 | 2024       |
| Accelerate Learning              | Full-Subject  | English Mathematics | Grade 8              | <i>STEMscopes Texas Math - Grade 8 (1 year online)</i>      | 9798893538656 | 2024       |
| Accelerate Learning              | Full-Subject  | English Mathematics | Algebra I            | <i>STEMscopes Texas Math - Algebra I</i>                    | 9798893538663 | 2024       |
| Agile Mind, Inc.                 | Full-Subject  | English Mathematics | Grade 6              | <i>Texas Mathematics 6</i>                                  | 9781961490185 | 2024       |
| Agile Mind, Inc.                 | Full-Subject  | English Mathematics | Grade 7              | <i>Texas Mathematics 7</i>                                  | 9781961490192 | 2024       |
| Agile Mind, Inc.                 | Full-Subject  | English Mathematics | Grade 8              | <i>Texas Mathematics 8</i>                                  | 9781961490208 | 2024       |
| Agile Mind, Inc.                 | Full-Subject  | English Mathematics | Algebra I            | <i>Texas Algebra I</i>                                      | 9781961490215 | 2024       |
| Agile Mind, Inc.                 | Full-Subject  | English Mathematics | Algebra II           | <i>Texas Algebra II</i>                                     | 9781961490222 | 2024       |
| Agile Mind, Inc.                 | Full-Subject  | English Mathematics | Geometry             | <i>Texas Geometry</i>                                       | 9781961490178 | 2024       |
| Alba Educational Consulting, LLC | Full-Subject  | English Mathematics | Kindergarten         | <i>Progressions by Alba Math Grade K</i>                    | 9798990409019 | 2024       |
| Alba Educational Consulting, LLC | Full-Subject  | English Mathematics | Grade 1              | <i>Progressions by Alba Math Grade 1</i>                    | 9798990409033 | 2024       |
| Alba Educational Consulting, LLC | Full-Subject  | English Mathematics | Grade 2              | <i>Progressions by Alba Math Grade 2</i>                    | 9798990409088 | 2025       |
| Amplify Education, Inc.          | Full-Subject  | English Mathematics | Kindergarten         | <i>Amplify Desmos Math Texas GK Student Blended Package</i> | 9798895806753 | 2025       |
| Amplify Education, Inc.          | Full-Subject  | English Mathematics | Grade 1              | <i>Amplify Desmos Math Texas G1 Student Blended Package</i> | 9798895806760 | 2025       |
| Amplify Education, Inc.          | Full-Subject  | English Mathematics | Grade 2              | <i>Amplify Desmos Math Texas G2 Student Blended Package</i> | 9798895806777 | 2025       |
| Amplify Education, Inc.          | Full-Subject  | English Mathematics | Grade 3              | <i>Amplify Desmos Math Texas G3 Student Blended Package</i> | 9798895806784 | 2025       |
| Amplify Education, Inc.          | Full-Subject  | English Mathematics | Grade 4              | <i>Amplify Desmos Math Texas G4 Student Blended Package</i> | 9798895806791 | 2025       |
| Amplify Education, Inc.          | Full-Subject  | English Mathematics | Grade 5              | <i>Amplify Desmos Math Texas G5 Student Blended Package</i> | 9798895806807 | 2025       |
| Cosenza & Associates, LLC        | Full-Subject  | English Mathematics | Grade 6              | <i>Math - Grade 6</i>                                       | 9781948709194 | 2024       |
| Cosenza & Associates, LLC        | Full-Subject  | English Mathematics | Grade 7              | <i>Math - Grade 7</i>                                       | 9781948709200 | 2024       |
| Cosenza & Associates, LLC        | Full-Subject  | English Mathematics | Grade 8              | <i>Math - Grade 8</i>                                       | 9781948709217 | 2024       |
| Cosenza & Associates, LLC        | Full-Subject  | English Mathematics | Algebraic Reasoning  | <i>Algebraic Reasoning</i>                                  | 9781948709156 | 2024       |



## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name             | Material Type | Subject Area        | Grade Level / Course | Product Title  | Product ISBN  | IMRA Cycle |
|----------------------------|---------------|---------------------|----------------------|--|---------------|------------|
| Curriculum Associates, LLC | Full-Subject  | English Mathematics | Kindergarten         | <i>i-Ready Texas Classroom Mathematics, Kindergarten</i> | 9781663002303 | 2024       |
| Curriculum Associates, LLC | Full-Subject  | English Mathematics | Grade 1              | <i>i-Ready Texas Classroom Mathematics, Grade 1</i>      | 9781663002310 | 2024       |
| Curriculum Associates, LLC | Full-Subject  | English Mathematics | Grade 2              | <i>i-Ready Texas Classroom Mathematics, Grade 2</i>      | 9781663002327 | 2024       |
| Curriculum Associates, LLC | Full-Subject  | English Mathematics | Grade 3              | <i>i-Ready Texas Classroom Mathematics, Grade 3</i>      | 9781663057822 | 2025       |
| Curriculum Associates, LLC | Full-Subject  | English Mathematics | Grade 4              | <i>i-Ready Texas Classroom Mathematics, Grade 4</i>      | 9781663057839 | 2025       |
| Curriculum Associates, LLC | Full-Subject  | English Mathematics | Grade 5              | <i>i-Ready Texas Classroom Mathematics, Grade 5</i>      | 9781663057846 | 2025       |
| Curriculum Associates, LLC | Full-Subject  | English Mathematics | Grade 6              | <i>i-Ready Texas Classroom Mathematics, Grade 6</i>      | 9781663002365 | 2024       |
| Curriculum Associates, LLC | Full-Subject  | English Mathematics | Grade 7              | <i>i-Ready Texas Classroom Mathematics, Grade 7</i>      | 9781663002372 | 2024       |
| Curriculum Associates, LLC | Full-Subject  | English Mathematics | Grade 8              | <i>i-Ready Texas Classroom Mathematics, Grade 8</i>      | 9781663002389 | 2024       |
| Curriculum Associates, LLC | Full-Subject  | English Mathematics | Algebra I            | <i>i-Ready Texas Classroom Mathematics, Algebra</i>      | 9781663057860 | 2025       |
| Kiddom, Inc.               | Full-Subject  | English Mathematics | Kindergarten         | <i>Texas Math: Grade K Powered by Kiddom</i>             | 9798894308777 | 2024       |
| Kiddom, Inc.               | Full-Subject  | English Mathematics | Grade 1              | <i>Texas Math: Grade 1 Powered by Kiddom</i>             | 9798894308807 | 2024       |
| Kiddom, Inc.               | Full-Subject  | English Mathematics | Grade 2              | <i>Texas Math: Grade 2 Powered by Kiddom</i>             | 9798894308838 | 2024       |
| Kiddom, Inc.               | Full-Subject  | English Mathematics | Grade 3              | <i>Texas Math: Grade 3 Powered by Kiddom</i>             | 9798894308869 | 2024       |
| Kiddom, Inc.               | Full-Subject  | English Mathematics | Grade 4              | <i>Texas Math: Grade 4 Powered by Kiddom</i>             | 9798894308890 | 2024       |
| Kiddom, Inc.               | Full-Subject  | English Mathematics | Grade 5              | <i>Texas Math: Grade 5 Powered by Kiddom</i>             | 9798894308920 | 2024       |
| Kiddom, Inc.               | Full-Subject  | English Mathematics | Grade 7              | <i>Kiddom Texas Math: Grade 7</i>                        | 9798894492964 | 2025       |
| Kiddom, Inc.               | Full-Subject  | English Mathematics | Grade 8              | <i>Kiddom Texas Math: Grade 8</i>                        | 9798894309040 | 2025       |
| Kiddom, Inc.               | Full-Subject  | English Mathematics | Algebra II           | <i>Kiddom Texas Math: Algebra 2</i>                      | 9798894309132 | 2025       |
| Kiddom, Inc.               | Full-Subject  | English Mathematics | Geometry             | <i>Texas Math: Geometry Powered by Kiddom</i>            | 9798894309163 | 2024       |
| McGraw Hill LLC            | Full-Subject  | English Mathematics | Grade 6              | <i>Texas Math Course 1 (Grade 6)</i>                     | 9781266559365 | 2025       |
| McGraw Hill LLC            | Full-Subject  | English Mathematics | Grade 7              | <i>Texas Math Course 2 (Grade 7)</i>                     | 9781264987726 | 2025       |
| McGraw Hill LLC            | Full-Subject  | English Mathematics | Grade 8              | <i>Texas Math Course 3 (Grade 8)</i>                     | 9781265072711 | 2025       |
| McGraw Hill LLC            | Full-Subject  | English Mathematics | Algebra I            | <i>Texas Algebra 1</i>                                   | 9781266859120 | 2025       |
| McGraw Hill LLC            | Full-Subject  | English Mathematics | Algebra II           | <i>Texas Algebra 2</i>                                   | 9781265352950 | 2025       |
| McGraw Hill LLC            | Full-Subject  | English Mathematics | Geometry             | <i>Texas Geometry</i>                                    | 9781264637324 | 2025       |
| McGraw Hill LLC            | Full-Subject  | English Mathematics | Precalculus          | <i>Miller Precalculus</i>                                | 9781266101243 | 2025       |
| MIND Education             | Full-Subject  | English Mathematics | Kindergarten         | <i>InsightMath Texas Grade K</i>                         | 9781606653692 | 2025       |
| MIND Education             | Full-Subject  | English Mathematics | Grade 1              | <i>InsightMath Texas Grade 1</i>                         | 9781606653708 | 2025       |
| MIND Education             | Full-Subject  | English Mathematics | Grade 2              | <i>InsightMath Texas Grade 2</i>                         | 9781606653715 | 2025       |
| OpenStax                   | Full-Subject  | English Mathematics | Algebra I            | <i>Algebra 1</i>   | 9781961584471 | 2024       |
| Texas Education Agency     | Full-Subject  | English Mathematics | Kindergarten         | <i>Bluebonnet Learning Grade K Math, Edition 1</i>       | 9798890723369 | 2024       |
| Texas Education Agency     | Full-Subject  | English Mathematics | Grade 1              | <i>Bluebonnet Learning Grade 1 Math, Edition 1</i>       | 9798890723383 | 2024       |
| Texas Education Agency     | Full-Subject  | English Mathematics | Grade 2              | <i>Bluebonnet Learning Grade 2 Math, Edition 1</i>       | 9798890723390 | 2024       |
| Texas Education Agency     | Full-Subject  | English Mathematics | Grade 3              | <i>Bluebonnet Learning Grade 3 Math, Edition 1</i>       | 9798890723406 | 2024       |
| Texas Education Agency     | Full-Subject  | English Mathematics | Grade 4              | <i>Bluebonnet Learning Grade 4 Math, Edition 1</i>       | 9798890723413 | 2024       |
| Texas Education Agency     | Full-Subject  | English Mathematics | Grade 5              | <i>Bluebonnet Learning Grade 5 Math, Edition 1</i>       | 9798890723420 | 2024       |



## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name              | Material Type | Subject Area        | Grade Level / Course | Product Title   | Product ISBN  | IMRA Cycle |
|-----------------------------|---------------|---------------------|----------------------|---|---------------|------------|
| Texas Education Agency      | Full-Subject  | English Mathematics | Grade 6              | <i>Bluebonnet Learning Secondary Mathematics Grade 6, Edition 1</i>   | 9780209517539 | 2024       |
| Texas Education Agency      | Full-Subject  | English Mathematics | Grade 7              | <i>Bluebonnet Learning Secondary Mathematics Grade 7, Edition 1</i>   | 1978098613577 | 2024       |
| Texas Education Agency      | Full-Subject  | English Mathematics | Grade 8              | <i>Bluebonnet Learning Secondary Mathematics Grade 8, Edition 1</i>   | 1978921165021 | 2024       |
| Texas Education Agency      | Full-Subject  | English Mathematics | Algebra I            | <i>Bluebonnet Learning Secondary Mathematics Algebra I, Edition 1</i> | 1689770187017 | 2024       |
| Texas Education Agency      | Full-Subject  | English Mathematics | Algebra II           | <i>Bluebonnet Learning Secondary Mathematics Algebra II</i>           | 9781970198850 | 2025       |
| Texas Education Agency      | Full-Subject  | English Mathematics | Geometry             | <i>Bluebonnet Learning Secondary Mathematics Geometry</i>             | 9781970198867 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Kindergarten         | <i>ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE K</i>    | 9798213463064 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Grade 1              | <i>ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 1</i>    | 9798213463088 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Grade 2              | <i>ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 2</i>    | 9798213463101 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Grade 3              | <i>ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 3</i>    | 9798213463125 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Grade 4              | <i>ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 4</i>    | 9798213463149 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Grade 5              | <i>ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 5</i>    | 9798213463163 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Grade 6              | <i>ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 6</i>    | 9798213463309 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Grade 7              | <i>ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 7</i>    | 9798213463323 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Grade 8              | <i>ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 8</i>    | 9798213463347 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Algebra I            | <i>ENVISION+ TEXAS AGA 2027 (PRINT AND DIGITAL), ALGEBRA I</i>        | 9798213463446 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Algebra II           | <i>ENVISION+ TEXAS AGA 2027 (PRINT AND DIGITAL), ALGEBRA II</i>       | 9798213463460 | 2025       |
| Savvas Learning Company LLC | Full-Subject  | English Mathematics | Geometry             | <i>ENVISION+ TEXAS AGA 2027 (PRINT AND DIGITAL), GEOMETRY</i>         | 9798213463453 | 2025       |
| Accelerate Learning Inc.    | Full-Subject  | Spanish Mathematics | Kindergarten         | <i>STEMscopes Texas Math–Kindergarten Spanish</i>                     | 9798893533699 | 2025       |



## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name                   | Material Type | Subject Area                     | Grade Level / Course | Product Title  | Product ISBN  | IMRA Cycle |
|----------------------------------|---------------|----------------------------------|----------------------|--|---------------|------------|
| Accelerate Learning Inc.         | Full-Subject  | Spanish Mathematics              | Grade 1              | <i>STEMscopes Texas Math–Grade 1 Spanish</i>                           | 9798893533705 | 2025       |
| Accelerate Learning Inc.         | Full-Subject  | Spanish Mathematics              | Grade 2              | <i>STEMscopes Texas Math–Grade 2 Spanish</i>                           | 9798893533712 | 2025       |
| Accelerate Learning Inc.         | Full-Subject  | Spanish Mathematics              | Grade 3              | <i>STEMscopes Texas Math–Grade 3 Spanish</i>                           | 9798893533729 | 2025       |
| Accelerate Learning Inc.         | Full-Subject  | Spanish Mathematics              | Grade 4              | <i>STEMscopes Texas Math–Grade 4 Spanish</i>                           | 9798893533736 | 2025       |
| Accelerate Learning Inc.         | Full-Subject  | Spanish Mathematics              | Grade 5              | <i>STEMscopes Texas Math–Grade 5 Spanish</i>                           | 9798893533743 | 2025       |
| Accelerate Learning Inc.         | Full-Subject  | Spanish Mathematics              | Grade 6              | <i>STEMscopes Texas Math–Grade 6 Spanish</i>                           | 9798893533750 | 2025       |
| Alba Educational Consulting, LLC | Full-Subject  | Spanish Mathematics              | Kindergarten         | <i>Progressions por Alba Math Kinder</i>                               | 9798990409064 | 2025       |
| Alba Educational Consulting, LLC | Full-Subject  | Spanish Mathematics              | Grade 1              | <i>Progressions por Alba Math Grado 1</i>                              | 9798990409071 | 2025       |
| Texas Education Agency           | Full-Subject  | Spanish Mathematics              | Kindergarten         | <i>Aprendizaje Bluebonnet Matemáticas K–5 Grado K</i>                  | 9798896344827 | 2025       |
| Texas Education Agency           | Full-Subject  | Spanish Mathematics              | Grade 1              | <i>Aprendizaje Bluebonnet Matemáticas K–5 Grado 1</i>                  | 9798896344834 | 2025       |
| Texas Education Agency           | Full-Subject  | Spanish Mathematics              | Grade 2              | <i>Aprendizaje Bluebonnet Matemáticas K–5 Grado 2</i>                  | 9798896344902 | 2025       |
| Texas Education Agency           | Full-Subject  | Spanish Mathematics              | Grade 3              | <i>Aprendizaje Bluebonnet Matemáticas K–5 Grado 3</i>                  | 9798896344919 | 2025       |
| Texas Education Agency           | Full-Subject  | Spanish Mathematics              | Grade 4              | <i>Aprendizaje Bluebonnet Matemáticas K–5 Grado 4</i>                  | 9798896344995 | 2025       |
| Texas Education Agency           | Full-Subject  | Spanish Mathematics              | Grade 5              | <i>Aprendizaje Bluebonnet Matemáticas K–5 Grado 5</i>                  | 9798896345008 | 2025       |
| Texas Education Agency           | Full-Subject  | Spanish Mathematics              | Grade 6              | <i>Aprendizaje Bluebonnet Matemáticas de Secundaria Grado 6</i>        | 9781970198843 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>Math Nation+ Texas–Grade 6</i>                                      | 9798330804993 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Grade 7              | <i>Math Nation+ Texas–Grade 7</i>                                      | 9798330805006 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Grade 8              | <i>Math Nation+ Texas–Grade 8</i>                                      | 9798330805013 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Algebra I            | <i>Math Nation+ Texas–Algebra 1</i>                                    | 9798330805020 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Algebra II           | <i>Math Nation+ Texas–Algebra 2</i>                                    | 9798330805044 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Geometry             | <i>Math Nation+ Texas–Geometry</i>                                     | 9798330805037 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Kindergarten         | <i>STEMscopes Texas Math Pulse–Kindergarten English</i>                | 9798330804832 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Grade 1              | <i>STEMscopes Texas Math Pulse–Grade 1 English</i>                     | 9798330804849 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Grade 2              | <i>STEMscopes Texas Math Pulse–Grade 2 English</i>                     | 9798330804856 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>STEMscopes Texas Math Pulse–Grade 3 English</i>                     | 9798330804863 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>STEMscopes Texas Math Pulse–Grade 4 English</i>                     | 9798330804870 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>STEMscopes Texas Math Pulse–Grade 5 English</i>                     | 9798330804887 | 2025       |
| Accelerate Learning Inc.         | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>STEMscopes Texas Math Pulse–Grade 6 English</i>                     | 9798330804894 | 2025       |
| Curriculum Associates, LLC       | Supplemental  | Supplemental English Mathematics | Kindergarten         | <i>Ready Mathematics, Grade K</i>                                      | 9781663058294 | 2025       |
| Carnegie Learning, Inc.          | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>Texas Supplemental Math Solution Grade 6–Student 1 Year License</i> | 9798896388715 | 2025       |
| Carnegie Learning, Inc.          | Supplemental  | Supplemental English Mathematics | Grade 7              | <i>Texas Supplemental Math Solution Grade 7–Student 1 Year License</i> | 9798896388715 | 2025       |
| Carnegie Learning, Inc.          | Supplemental  | Supplemental English Mathematics | Grade 8              | <i>Texas Supplemental Math Solution Grade 8–Student 1 Year License</i> | 9798896388715 | 2025       |



## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name             | Material Type | Subject Area                     | Grade Level / Course | Product Title   | Product ISBN      | IMRA Cycle |
|----------------------------|---------------|----------------------------------|----------------------|---|-------------------|------------|
| Carnegie Learning, Inc.    | Supplemental  | Supplemental English Mathematics | Algebra I            | <i>Texas Supplemental Math Solution Algebra I–Student 1 Year License</i>  | 9798896388715     | 2025       |
| Carnegie Learning, Inc.    | Supplemental  | Supplemental English Mathematics | Algebra II           | <i>Texas Supplemental Math Solution Algebra II–Student 1 Year License</i> | 9798896388715     | 2025       |
| Carnegie Learning, Inc.    | Supplemental  | Supplemental English Mathematics | Geometry             | <i>Texas Supplemental Math Solution Geometry–Student 1 Year License</i>   | 9798896388715     | 2025       |
| Curriculum Associates, LLC | Supplemental  | Supplemental English Mathematics | Grade 1              | <i>Ready Texas Mathematics, Grade 1</i>                                   | 9781728022277     | 2025       |
| Curriculum Associates, LLC | Supplemental  | Supplemental English Mathematics | Grade 2              | <i>Ready Texas Mathematics, Grade 2</i>                                   | 9781728022284     | 2025       |
| Curriculum Associates, LLC | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>Ready Texas Mathematics, Grade 3</i>                                   | 9781728022291     | 2025       |
| Curriculum Associates, LLC | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>Ready Texas Mathematics, Grade 4</i>                                   | 9781728022307     | 2025       |
| Curriculum Associates, LLC | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>Ready Texas Mathematics, Grade 5</i>                                   | 9781728022314     | 2025       |
| Curriculum Associates, LLC | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>Ready Texas Mathematics, Grade 6</i>                                   | 9781728022321     | 2025       |
| Curriculum Associates, LLC | Supplemental  | Supplemental English Mathematics | Grade 7              | <i>Ready Texas Mathematics, Grade 7</i>                                   | 9781728022338     | 2025       |
| Curriculum Associates, LLC | Supplemental  | Supplemental English Mathematics | Grade 8              | <i>Ready Texas Mathematics, Grade 8</i>                                   | 9781728022345     | 2025       |
| Discovery Education, Inc.  | Supplemental  | Supplemental English Mathematics | Kindergarten         | <i>DreamBox Math for Texas–Grade K</i>                                    | 9781607117582-001 | 2025       |
| Discovery Education, Inc.  | Supplemental  | Supplemental English Mathematics | Grade 1              | <i>DreamBox Math for Texas–Grade 1</i>                                    | 9781607117599-001 | 2025       |
| Discovery Education, Inc.  | Supplemental  | Supplemental English Mathematics | Grade 2              | <i>DreamBox Math for Texas–Grade 2</i>                                    | 9781607117605-001 | 2025       |
| Discovery Education, Inc.  | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>DreamBox Math for Texas–Grade 3</i>                                    | 9781607117612-001 | 2025       |
| Discovery Education, Inc.  | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>DreamBox Math for Texas–Grade 4</i>                                    | 9781607117629-001 | 2025       |
| Discovery Education, Inc.  | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>DreamBox Math for Texas–Grade 5</i>                                    | 9781607117636-001 | 2025       |
| Edmentum, Inc.             | Supplemental  | Supplemental English Mathematics | Kindergarten         | <i>Exact Path Mathematics–Grade K</i>                                     | 9781641032582     | 2025       |
| Edmentum, Inc.             | Supplemental  | Supplemental English Mathematics | Grade 1              | <i>Exact Path Mathematics–Grade 1</i>                                     | 9781641032582     | 2025       |
| Edmentum, Inc.             | Supplemental  | Supplemental English Mathematics | Grade 2              | <i>Exact Path Mathematics–Grade 2</i>                                     | 9781641032582     | 2025       |
| Edmentum, Inc.             | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>Exact Path Mathematics–Grade 3</i>                                     | 9781641032582     | 2025       |
| Edmentum, Inc.             | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>Exact Path Mathematics–Grade 4</i>                                     | 9781641032582     | 2025       |
| Edmentum, Inc.             | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>Exact Path Mathematics–Grade 5</i>                                     | 9781641032582     | 2025       |
| Great Minds PBC            | Supplemental  | Supplemental English Mathematics | Kindergarten         | <i>Math Catalyst Texas, Grade K</i>                                       | 9798894176451     | 2025       |
| Great Minds PBC            | Supplemental  | Supplemental English Mathematics | Grade 1              | <i>Math Catalyst Texas, Grade 1</i>                                       | 9798894176451     | 2025       |
| Great Minds PBC            | Supplemental  | Supplemental English Mathematics | Grade 2              | <i>Math Catalyst Texas, Grade 2</i>                                       | 9798894176451     | 2025       |
| Great Minds PBC            | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>Math Catalyst Texas, Grade 3</i>                                       | 9798894176451     | 2025       |
| Great Minds PBC            | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>Math Catalyst Texas, Grade 4</i>                                       | 9798894176451     | 2025       |



## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name          | Material Type | Subject Area                     | Grade Level / Course | Product Title  | Product ISBN  | IMRA Cycle |
|-------------------------|---------------|----------------------------------|----------------------|--|---------------|------------|
| Great Minds PBC         | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>Math Catalyst Texas, Grade 5</i>                        | 9798894176451 | 2025       |
| Great Minds PBC + Zearn | Supplemental  | Supplemental English Mathematics | Kindergarten         | <i>Math Catalyst Texas + Zearn Math for Texas, Grade K</i> | 9798894179025 | 2025       |
| Great Minds PBC + Zearn | Supplemental  | Supplemental English Mathematics | Grade 1              | <i>Math Catalyst Texas + Zearn Math for Texas, Grade 1</i> | 9798894179025 | 2025       |
| Great Minds PBC + Zearn | Supplemental  | Supplemental English Mathematics | Grade 2              | <i>Math Catalyst Texas + Zearn Math for Texas, Grade 2</i> | 9798894179025 | 2025       |
| Great Minds PBC + Zearn | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>Math Catalyst Texas + Zearn Math for Texas, Grade 3</i> | 9798894179025 | 2025       |
| Great Minds PBC + Zearn | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>Math Catalyst Texas + Zearn Math for Texas, Grade 4</i> | 9798894179025 | 2025       |
| Great Minds PBC + Zearn | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>Math Catalyst Texas + Zearn Math for Texas, Grade 5</i> | 9798894179025 | 2025       |
| hand2mind, Inc.         | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>Hands-On Standards Mini-Lessons-Grade 6</i>             | 9798899380297 | 2025       |
| hand2mind, Inc.         | Supplemental  | Supplemental English Mathematics | Grade 7              | <i>Hands-On Standards Mini-Lessons-Grade 7</i>             | 9798899380327 | 2025       |
| hand2mind, Inc.         | Supplemental  | Supplemental English Mathematics | Grade 8              | <i>Hands-On Standards Mini-Lessons-Grade 8</i>             | 9798899380341 | 2025       |
| hand2mind, Inc.         | Supplemental  | Supplemental English Mathematics | Algebra I            | <i>Hands-On Standards Mini-Lessons-Algebra I</i>           | 9798899380365 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>HMH Math 180 Flex Texas, 3</i>                          | 9798202140556 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>HMH Math 180 Flex Texas, 4</i>                          | 9798202140556 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>HMH Math 180 Flex Texas, 5</i>                          | 9798202140556 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>HMH Math 180 Flex Texas, 6</i>                          | 9798202140556 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 7              | <i>HMH Math 180 Flex Texas, 7</i>                          | 9798202140556 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 8              | <i>HMH Math 180 Flex Texas, 8</i>                          | 9798202140556 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>HMH Math 180 Texas Grade 3</i>                          | 9798202139468 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>HMH Math 180 Texas Grade 4</i>                          | 9798202139475 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>HMH Math 180 Texas Grade 5</i>                          | 9798202139482 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>HMH Math 180 Texas Grade 6</i>                          | 9798202139499 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 7              | <i>HMH Math 180 Texas Grade 7</i>                          | 9798202139505 | 2025       |
| HMH Education Company   | Supplemental  | Supplemental English Mathematics | Grade 8              | <i>HMH Math 180 Texas Grade 8</i>                          | 9798202139512 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Kindergarten         | <i>IXL Math Kindergarten</i>                               | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Grade 1              | <i>IXL Math Grade 1</i>                                    | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Grade 2              | <i>IXL Math Grade 2</i>                                    | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>IXL Math Grade 3</i>                                    | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>IXL Math Grade 4</i>                                    | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>IXL Math Grade 5</i>                                    | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>IXL Math Grade 6</i>                                    | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Grade 7              | <i>IXL Math Grade 7</i>                                    | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Grade 8              | <i>IXL Math Grade 8</i>                                    | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Algebra I            | <i>IXL Math Algebra 1</i>                                  | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Algebra II           | <i>IXL Math Algebra 2</i>                                  | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Geometry             | <i>IXL Math Geometry</i>                                   | 9781947569355 | 2025       |
| IXL Learning, Inc.      | Supplemental  | Supplemental English Mathematics | Precalculus          | <i>IXL Math Precalculus</i>                                | 9781947569355 | 2025       |
| McGraw Hill LLC         | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>ALEKS Course 1 (Grade 6)</i>                            | 9780076867899 | 2025       |



## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name                  | Material Type | Subject Area                     | Grade Level / Course | Product Title   | Product ISBN  | IMRA Cycle |
|---------------------------------|---------------|----------------------------------|----------------------|---|---------------|------------|
| McGraw Hill LLC                 | Supplemental  | Supplemental English Mathematics | Grade 7              | <i>ALEKS Course 2 (Grade 7)</i>   | 9780076867899 | 2025       |
| McGraw Hill LLC                 | Supplemental  | Supplemental English Mathematics | Grade 8              | <i>ALEKS Course 3 (Grade 8)</i>   | 9780076867899 | 2025       |
| McGraw Hill LLC                 | Supplemental  | Supplemental English Mathematics | Algebra I            | <i>ALEKS Algebra 1</i>  | 9780076867899 | 2025       |
| McGraw Hill LLC                 | Supplemental  | Supplemental English Mathematics | Algebra II           | <i>ALEKS Algebra II</i>   | 9780076867899 | 2025       |
| McGraw Hill LLC                 | Supplemental  | Supplemental English Mathematics | Geometry             | <i>ALEKS Geometry</i>   | 9780076867899 | 2025       |
| McGraw Hill LLC                 | Supplemental  | Supplemental English Mathematics | Precalculus          | <i>ALEKS Precalculus</i>  | 9780076867899 | 2025       |
| MIND Education                  | Supplemental  | Supplemental English Mathematics | Kindergarten         | <i>ST Math Texas Grade K</i>  | 9781606653548 | 2025       |
| MIND Education                  | Supplemental  | Supplemental English Mathematics | Grade 1              | <i>ST Math Texas Grade 1</i>  | 9781606653555 | 2025       |
| MIND Education                  | Supplemental  | Supplemental English Mathematics | Grade 2              | <i>ST Math Texas Grade 2</i>  | 9781606653562 | 2025       |
| MIND Education                  | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>ST Math Texas Grade 3</i>  | 9781606653579 | 2025       |
| MIND Education                  | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>ST Math Texas Grade 4</i>  | 9781606653586 | 2025       |
| MIND Education                  | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>ST Math Texas Grade 5</i>  | 9781606653593 | 2025       |
| Perfection Learning Corporation | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>Measuring Up to the TEKS Mathematics Grade 3 Student/Teacher Package</i> | 9781663686848 | 2025       |
| Lowman Education, LLC           | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>3rd Grade Math</i>   | 9781967218684 | 2025       |
| Lowman Education, LLC           | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>4th Grade Math</i>   | 9781967218691 | 2025       |
| Lowman Education, LLC           | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>5th Grade Math</i>   | 9781967218707 | 2025       |
| Lowman Education, LLC           | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>6th Grade Math</i>   | 9781967218714 | 2025       |
| Lowman Education, LLC           | Supplemental  | Supplemental English Mathematics | Grade 7              | <i>7th Grade Math</i>   | 9781967218738 | 2025       |
| Lowman Education, LLC           | Supplemental  | Supplemental English Mathematics | Grade 8              | <i>8th Grade Math</i>   | 9781967218752 | 2025       |
| Lowman Education, LLC           | Supplemental  | Supplemental English Mathematics | Algebra I            | <i>Algebra I</i>  | 9781967218769 | 2025       |
| Perfection Learning Corporation | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>Measuring Up to the TEKS Mathematics Grade 4 Student/Teacher Package</i> | 9781663686855 | 2025       |
| Perfection Learning Corporation | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>Measuring Up to the TEKS Mathematics Grade 5 Student/Teacher Package</i> | 9781663686862 | 2025       |
| Progress Learning LLC           | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>Progress Learning 3rd Grade Mathematics (TEKS)</i>                       | 9781953417879 | 2025       |
| Progress Learning LLC           | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>Progress Learning 4th Grade Mathematics (TEKS)</i>                       | 9781953417923 | 2025       |
| Progress Learning LLC           | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>Progress Learning 5th Grade Mathematics (TEKS)</i>                       | 9781953417985 | 2025       |
| Progress Learning LLC           | Supplemental  | Supplemental English Mathematics | Grade 6              | <i>Progress Learning 6th Grade Mathematics (TEKS)</i>                       | 9781953417718 | 2025       |
| Progress Learning LLC           | Supplemental  | Supplemental English Mathematics | Grade 7              | <i>Progress Learning 7th Grade Mathematics (TEKS)</i>                       | 9781953417763 | 2025       |
| Progress Learning LLC           | Supplemental  | Supplemental English Mathematics | Grade 8              | <i>Progress Learning 8th Grade Mathematics (TEKS)</i>                       | 9781953417800 | 2025       |
| Progress Learning LLC           | Supplemental  | Supplemental English Mathematics | Algebra I            | <i>Progress Learning Algebra I EOC (TEKS)</i>                               | 9781953417022 | 2025       |
| Progress Learning LLC           | Supplemental  | Supplemental English Mathematics | Algebra II           | <i>Progress Learning Algebra II (TEKS)</i>                                  | 9781953417060 | 2025       |
| Progress Learning LLC           | Supplemental  | Supplemental English Mathematics | Geometry             | <i>Progress Learning Geometry (TEKS)</i>                                    | 9781953417077 | 2025       |
| Zearn                           | Supplemental  | Supplemental English Mathematics | Kindergarten         | <i>Zearn Math for Texas, Kindergarten</i>                                   | 9798888683873 | 2025       |
| Zearn                           | Supplemental  | Supplemental English Mathematics | Grade 1              | <i>Zearn Math for Texas, Grade 1</i>  | 9798888683880 | 2025       |
| Zearn                           | Supplemental  | Supplemental English Mathematics | Grade 2              | <i>Zearn Math for Texas, Grade 2</i>  | 9798888683897 | 2025       |

## IMRA List of SBOE-Approved Instructional Materials

| Publisher Name             | Material Type | Subject Area                     | Grade Level / Course | Product Title  | Product ISBN  | IMRA Cycle |
|----------------------------|---------------|----------------------------------|----------------------|--|---------------|------------|
| Zearn                      | Supplemental  | Supplemental English Mathematics | Grade 3              | <i>Zearn Math for Texas, Grade 3</i>   | 9798888683903 | 2025       |
| Zearn                      | Supplemental  | Supplemental English Mathematics | Grade 4              | <i>Zearn Math for Texas, Grade 4</i>   | 9798888683910 | 2025       |
| Zearn                      | Supplemental  | Supplemental English Mathematics | Grade 5              | <i>Zearn Math for Texas, Grade 5</i>   | 9798888683927 | 2025       |
| Accelerate Learning Inc.   | Supplemental  | Supplemental Spanish Mathematics | Kindergarten         | <i>STEMscopes Texas Math Pulse–Kindergarten Spanish</i>                        | 9798330804832 | 2025       |
| Accelerate Learning Inc.   | Supplemental  | Supplemental Spanish Mathematics | Grade 1              | <i>STEMscopes Texas Math Pulse–Grade 1 Spanish</i>                             | 9798330804849 | 2025       |
| Accelerate Learning Inc.   | Supplemental  | Supplemental Spanish Mathematics | Grade 2              | <i>STEMscopes Texas Math Pulse–Grade 2 Spanish</i>                             | 9798330804856 | 2025       |
| Accelerate Learning Inc.   | Supplemental  | Supplemental Spanish Mathematics | Grade 3              | <i>STEMscopes Texas Math Pulse–Grade 3 Spanish</i>                             | 9798330804863 | 2025       |
| Accelerate Learning Inc.   | Supplemental  | Supplemental Spanish Mathematics | Grade 4              | <i>STEMscopes Texas Math Pulse–Grade 4 Spanish</i>                             | 9798330804870 | 2025       |
| Accelerate Learning Inc.   | Supplemental  | Supplemental Spanish Mathematics | Grade 5              | <i>STEMscopes Texas Math Pulse–Grade 5 Spanish</i>                             | 9798330804887 | 2025       |
| Accelerate Learning Inc.   | Supplemental  | Supplemental Spanish Mathematics | Grade 6              | <i>STEMscopes Texas Math Pulse–Grade 6 Spanish</i>                             | 9798330804894 | 2025       |
| Carnegie Learning, Inc.    | Supplemental  | Supplemental Spanish Mathematics | Grade 6              | <i>Texas Supplemental Math Solution Grade 6 Spanish–Student 1 Year License</i> | 9798896388715 | 2025       |
| Renaissance Learning, Inc. | Supplemental  | Supplemental Spanish Mathematics | Grade 5              | <i>Freckle for Math Spanish, 5</i>   | 9798998577215 | 2025       |
| Renaissance Learning, Inc. | Supplemental  | Supplemental Spanish Mathematics | Grade 6              | <i>Freckle for Math Spanish, 6</i>   | 9798998577215 | 2025       |



## Instructional Materials Review & Approval

Lake Travis ISD

### Instructional Materials Selection Committee - Elementary Math

| First Name | Last Name  | Grade Level           | Campus | Position                   |
|------------|------------|-----------------------|--------|----------------------------|
| Amy        | Bertul     | 3rd                   | LWE    | Teacher                    |
| Laura      | Browning   | 5th                   | SHE    | Teacher                    |
| Steisy     | Cruz       | 5th                   | LTE    | Teacher, Dual Language     |
| Bridgette  | DeLong     | K-5                   | SHE    | TOSA                       |
| Jessica    | Dever      | 2nd                   | RHE    | Teacher                    |
| Erin       | Dimiceli   | 1st                   | BCE    | Teacher                    |
| David      | Garcia     | 4th                   | LTE    | Teacher                    |
| Shidon     | Hawley     | 5th                   | BCE    | Teacher                    |
| Natalie    | Houghton   | 1st                   | LPE    | Teacher                    |
| Hope       | Kramer     | 2nd                   | LPE    | Teacher                    |
| Katie      | Magers     | 4th                   | RHE    | Teacher                    |
| Sonia      | Marroquin  | Kinder                | LTE    | Teacher, Dual Language     |
| Ashley     | Mazariegos | Kinder                | BCE    | Teacher                    |
| Noelle     | McDaniel   | 4th                   | WCHE   | Teacher                    |
| Meagan     | McGarrity  | K-5                   | C&I    | Instructional Coach        |
| Summer     | Miller     | 3rd                   | WCHE   | Teacher                    |
| Joanne     | Molinyawe  | Multiple grade levels | WCHE   | Teacher, Special Education |
| Harleigh   | Mueller    | 1st                   | WCHE   | Teacher                    |
| Matthew    | Nelson     | K-5                   | LWE    | Principal                  |
| Amy        | Puga       | K-5                   | C&I    | Instructional Coach        |
| Devon      | Rains      | 5th                   | LPE    | Teacher                    |
| Karen      | Reich      | K-5                   | LPE    | Principal                  |
| Lea        | Robinson   | 1st                   | LWE    | Teacher                    |
| Catherine  | Ruff       | 5th                   | LWE    | Teacher                    |
| Maria      | Silvera    | 3rd                   | LTE    | Teacher, Dual Language     |
| Amy        | Smith      | 2nd                   | SHE    | Teacher                    |
| Alex       | Stanley    | Kinder                | SHE    | Teacher                    |
| Jessica    | Taylor     | Multiple grade levels | BCE    | Teacher, Special Education |
| Nicole     | Taylor     | K-5                   | RHE    | Assistant Principal        |
| Arielle    | Ties       | 3rd                   | BCE    | Teacher                    |
| Christena  | Trousil    | 1st                   | RHE    | Teacher                    |
| Jamie      | Wade       | Kinder                | WCHE   | Teacher                    |
| Beverly    | Whitmer    | 4th                   | LPE    | Teacher                    |

## Instructional Materials Selection Committee - Secondary Math

| First Name  | Last Name | Course                       | Campus | Position                   |
|-------------|-----------|------------------------------|--------|----------------------------|
| Melanie     | Beninga   |                              | BCMS   | Principal                  |
| Emma-Elaine | Bennett   | Geometry                     | LTHS   | Teacher                    |
| Shea        | Bertrand  | Math 6 Honors, Math 7 Honors |        | Teacher                    |
| Keslie      | Cabiad    | Math 8, Algebra 1, Geometry  | BCMS   | Teacher                    |
| Jill        | Crecelius | Algebra 1, Geometry          | HBMS   | Teacher                    |
| Cindy       | Eskridge  | Math 8                       | BCMS   | Teacher                    |
| Karla       | Green     | Algebra 2                    | LTHS   | Teacher                    |
| Dan         | Grey      | Math 8, Algebra 1            | HBMS   | Teacher                    |
| Courtney    | Hall      | Math 7, Math 8               | LTMS   | Teacher                    |
| Robert      | Huffaker  |                              | LTHS   | Department Chair           |
| Mandy       | Jatzlau   | Math 6, Math 6 Honors        | BCMS   | Teacher                    |
| Raquel      | Lloreda   | Algebra 1, Geometry          | LTMS   | Teacher                    |
| James       | Lorenz    | Multiple courses             | BCMS   | Teacher, Special Education |
| Katelyn     | McCoy     | Math 6, Math 6 Honors        | LTMS   | Teacher                    |
| Sheri       | Remore    |                              | LTHS   | Associate Principal        |
| Sean        | Trombly   | Algebra 1                    | LTHS   | Teacher                    |
| Brad        | Tucker    | Multiple courses             | LTHS   | Teacher, Special Education |
| Regina      | Vickers   | Math 6, Math 6 Honors        | HBMS   | Teacher                    |
| Tricia      | Weinand   | Multiple courses             | LTMS   | Teacher, Special Education |
| Tana        | Wheeler   |                              | C&I    | Instructional Coach        |
| Jill        | Williams  | Multiple courses             | LTHS   | Teacher, Special Education |

## Instructional Materials Steering Committee

| First Name     | Last Name | Role   |
|----------------|-----------|--|
| Anna Catherine | Alvis     | Instructional Technology Coordinator           |
| Lyndsae        | Benton    | Executive Director of Curriculum & Instruction |
| Wendy          | Gorfain   | Elementary Academic Coordinator                |
| Bethany        | Medford   | Assistant Superintendent for School Leadership |
| Dana           | Schrader  | Secondary Academic Coordinator                 |

## Instructional Materials Coordinating Committee

| First Name     | Last Name | Role   |
|----------------|-----------|--|
| Anna Catherine | Alvis     | Instructional Technology Coordinator           |
| Lyndsae        | Benton    | Executive Director of Curriculum & Instruction |
| Kathy          | Burbank   | Director of Achievement & Accountability       |
| Randy          | Fauss     | Technology Systems Administrator               |
| Jennifer       | Freeman   | Executive Director of Special Services         |
| Brad           | Goerke    | Director of Finance                            |
| Wendy          | Gorfain   | Elementary Academic Coordinator                |
| Bethany        | Medford   | Assistant Superintendent for School Leadership |
| Cristy         | Soares    | Director of Purchasing                         |
| Pam            | Sanchez   | Assistant Superintendent for Business Services |
| Lana           | Stone     | CTE & Advanced Academics Coordinator           |

# Instructional Materials Selection

Lake Travis ISD | 2025-2026



# Overview

- **New Instructional Materials Review & Approval (IMRA)** process enacted by HB 1605
- Process governed by the **State Board of Education (SBOE)**
- Review of instructional materials submitted through IMRA is facilitated by the **Texas Education Agency (TEA)**
- Lake Travis ISD has a local process to consider and recommend SBOE-approved resources for adoption
- List of SBOE-approved resources available from IMRA Cycle 2024 and IMRA Cycle 2025

# Instructional Materials Selection Committee

## Kindergarten - Algebra 2

### Elementary

- Kindergarten Math
- 1st Grade Math
- 2nd Grade Math
- 3rd Grade Math
- 4th Grade Math
- 5th Grade Math
- 5th Grade Advanced Math

### Secondary

- Math 6
- Advanced Math 6
- Math 7
- Advanced Math 7
- Math 8
- Advanced Math 8
- Algebra 1
- Geometry
- Algebra 2

**45** Teachers  
**6** Administrators  
**4** Instructional Coaches

**16** Supported courses

**9** Resources reviewed

**5** Committee meetings



# Our local review was guided by the **Research-based Instructional Strategies (RBIS) for Math**, the **LTISD Math Framework**, the **IMRA Quality Rubrics**, and **district-identified priorities**.



## Vision for Math Instruction

LTISD ensures an equitable and inclusive math learning environment that empowers each student to become a critical thinker, resilient problem solver, and mathematically-confident individual prepared for their future.

In LTISD...

**1** We believe in cultivating a culture of productive struggle in each classroom that empowers students and teachers to take risks and value mistakes as opportunities for growth.

**2** We believe conceptual understanding and procedural fluency work together to develop critical thinkers who can apply math purposefully in real-world contexts.

**3** We believe that every student can show growth when they have equitable access to rigorous, high-quality math instruction and materials that engage and challenge all learners.

**4** We believe mathematics tells a continuous, connected story, emphasizing coherence of concepts within and across grade levels.



## Learning Quality

### 5. Balance of Conceptual and Procedural Understanding

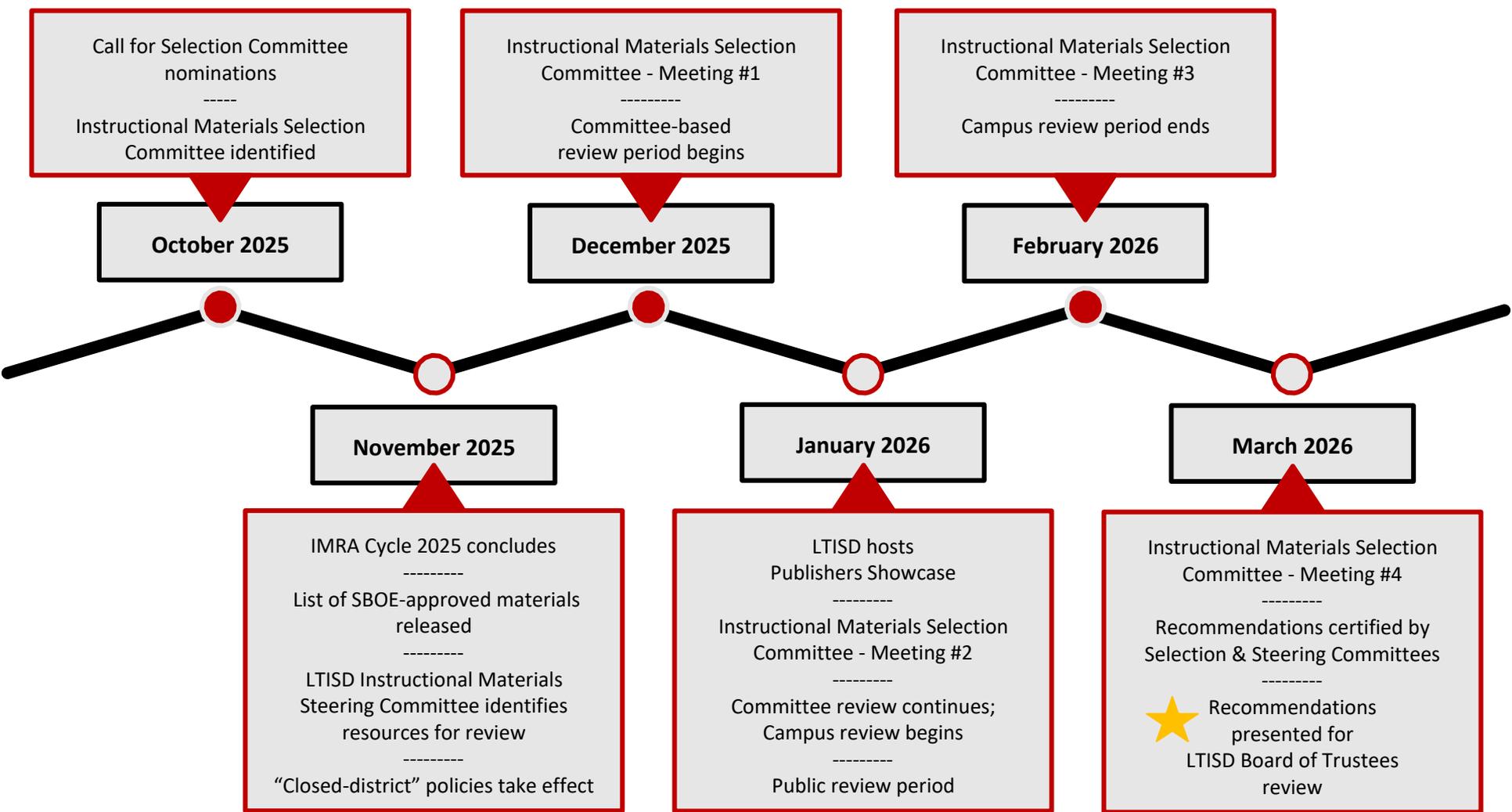
*Materials are designed to balance conceptual understanding, procedural skills, and fluency.*

#### 5.1 Development of Conceptual Understanding

|      |   |
|------|---|
| 5.1a | Questions and tasks require students to interpret, analyze, and evaluate models and representations for mathematical concepts and situations. |
| 5.1b | Questions and tasks require students to create models to represent mathematical situations.   |
| 5.1c | Questions and tasks provide opportunities for students to apply conceptual understanding to new problem situations and contexts.              |

#### 5.2 Development of Fluency

|      |   |
|------|---|
| 5.2a | Materials provide tasks that are designed to build student automaticity and fluency necessary to complete grade-level tasks.  |
| 5.2b | Materials provide opportunities for students to practice the application of efficient, flexible, and accurate mathematical procedures within the lesson and/or throughout a unit. |
| 5.2c | Materials provide opportunities for students to evaluate procedures, processes, and solutions for efficiency, flexibility, and accuracy within the lesson and throughout a unit.  |
| 5.2d | Materials contain embedded supports for teachers to guide students toward increasingly efficient approaches.  |



## 2 Resources identified for recommendation

### Amplify Desmos Math Texas

Kindergarten - Grade 5

- ★ Balance of conceptual understanding and procedural fluency
- ★ Robust educator-support resources for new-to-profession and seasoned teachers
- ★ Routines for thinking and talking about math
- ★ Variety of hands-on materials to support student engagement
- ★ Structured support for small group instruction
  - Multiple levels of embedded differentiation: Support, Strengthen, Stretch
  - Emphasis on coherence and math's connected story
  - Strategies for Math-language development that support all students

### Savvas enVision+ Texas Math

Math 6 - Algebra 2

- ★ Balance of conceptual understanding and procedural fluency
- ★ Robust educator-support resources for new-to-profession and seasoned teachers
- ★ Embedded math talks and math language routines
- ★ Digital manipulatives and hands-on learning experiences
- ★ Multiple levels of embedded differentiation to strengthen, deepen, and extend learning for all students, including support for small group instruction
  - Variety of actionable formative assessments and supporting practice
  - Modeling of real-world application
  - Vertical and horizontal alignment for math pathways





### Vision for Math Instruction

LTISD ensures an equitable and inclusive math learning environment that empowers each student to become a critical thinker, resilient problem solver, and mathematically-confident individual prepared for their future.

**Thank you for your  
continued support!**



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Consideration of and Request for Approval of Haddon-Cowan Architects for the Millwork Replacement Project

### RECOMMENDED ACTION

**Administration recommends approval of Haddon-Cowan Architects for the millwork replacement project, as presented.**

### RATIONALE

Consistent with Board Policy CV(LEGAL), the District selects firms to provide professional services for construction and major maintenance projects based on demonstrated competence, qualifications, and a fair and reasonable price.

Haddon-Cowan Architects was selected based on their experience in similar K–12 projects and the professionals serving on the project teams. The project includes the design of the millwork replacement at Lake Pointe Elementary, Lakeway Elementary, Bee Cave Elementary, Lake Travis Elementary, and Hudson Bend Middle School. This work is for replacement of cabinets campus-wide, including offices and classrooms over the next two summers.

### BUDGET PROVISIONS

2023 Bond Program

### RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services  
Robert Winovitch – Director of Facilities and Construction  
Cristy Soares – Director of Purchasing

### ATTACHMENTS

Millwork Replacement B101-2017 Haddon-Cowan

### MEETING DATE

March 25, 2026



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2026  
*(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 R 620 S.  
Austin, Texas 78738  
Telephone: (512) 533-6000

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

Haddon-Cowan Architects  
2207 E. Cesar Chavez  
Austin, TX 78702  
Telephone: (512) 374-9120

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

Millwork Replacement

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.

Init.

## 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 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 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.)*

Lake Travis ISD Millwork Replacement – Millwork Replacement at Lake Pointe Elementary, Lakeway Elementary, Bee Cave Elementary, Lake Travis Elementary, and Hudson Bend Middle. This work is for replacement of cabinets campus-wide, including offices and classrooms over 2 summers.

§ 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.)*

Init.

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Approximate Construction Budget – Ph I - \$2,134,220 and Ph II - \$3,627,016

§ 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: completed

*(Paragraph deleted)*

- .2 Notice to Proceed/Construction commencement date: Ph I – June 1, 2026; Ph II – May 31, 2027

- .3 Substantial Completion and Final Completion dates: Ph I – Aug 1, 2026; Ph II – Aug 2, 2027

- .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.)*

*(Paragraphs deleted)*

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Init.

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

Michael Cowan  
Haddon-Cowan Architects  
2301 E. Riverside Dr., Bldg A, Suite 80  
Austin, TX 78741  
Telephone: (512) 228-4389  
[mcowan@haddoncowan.com](mailto:mcowan@haddoncowan.com)

§ 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:

**MEP Engineering**  
1120 S Capital of Texas Hwy  
Building 1, Suite 150  
Austin, TX 78746  
*(Paragraphs deleted)*  
512-306-9650

§ 1.1.11.2 Consultants retained under Additional Services:

**MEP Engineering**  
1120 S Capital of Texas Hwy  
Building 1, Suite 150  
Austin, TX 78746  
512-306-9650

§ 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 written 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

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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. Promptly after the execution of this Agreement, the Architect shall prepare and submit, for the Owner's approval in writing, a detailed schedule for the performance of the Architect's services to meet the Project dates as set forth in this Agreement. 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 the express written 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 hereby agrees to correct, at its own cost, any of its services and the services of its consultants that do not meet the standard of care set forth in this Agreement. Time is of the essence in this Agreement, subject to the standard of care as defined herein.

§ 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: Michael Cowan.

§ 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 to be in a form approved by the Owner with 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 date of Substantial Completion of construction of this Project as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit, reduce, or extend the number of years of any limitations or repose 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 observe the site where the Project is to be located and the surroundings and adjacent areas; observe visible 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 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 written 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 all policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall review the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and use the professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas. 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 apply to the Project. The Architect shall design the Project in compliance with 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 code or standards that arise prior to the approval by the Owner of the Construction Documents for issuance

for construction and permitting. 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 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 in writing 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 a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule, and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing 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 written 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 a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present for the Owner's approval a written preliminary design illustrating the scale and relationship of the Project components. Before proceeding to the Design Development Phase, the Architect shall obtain the Owner's written acceptance of 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 under this agreement.

§ 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 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 this 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 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 written 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 all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth, in detail, the requirements 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 all other documents as are necessary to construct the Project (excepting those design-build portions of the Work that are the responsibility of the Contractor), 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 all 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 set forth in detail the requirements for construction of the Project that comply with 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. The Owner and the Owner's authorized representatives shall review all Construction Documents and must provide written approval of same prior to release of the documents for competitive procurement or negotiation purposes. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its responsibility under the terms of 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. Outdoor lighting fixtures, if any, shall meet the statutory energy conservation and light pollution standards established by the State of Texas Health and Safety Code. All ventilation and indoor air quality systems designed by the Architect shall meet the indoor air quality voluntary guidelines established by the State of Texas Health and Safety Code.

**§ 3.4.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner, and, if applicable, the Owner's legal counsel, 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 under the terms of this Agreement. 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 shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the Owner. 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 endeavor to 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**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, and if applicable, the Owner's legal counsel 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 To the extent applicable, the Architect shall assist the Owner 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 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 all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 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 weekly meetings with the Contractor, and issue written project reports. 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. Additionally, except as expressly set forth in this Agreement or the General Conditions of the Contract, the Architect shall not have the authority to approve any changes in the Work without the written approval by the Owner and in no event shall the Architect have the authority to approve any change that would modify the Contract Time or the Contract Sum/Guaranteed Maximum Price, as

applicable. 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 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 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 in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and on time; and (6) to document the progress of the Work, in written and photographic form as appropriate. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner's representative, the Contractor's project manager and/or superintendent, Architect's project representative, and the Architect. Architect or its authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Additionally, Architect or its authorized representative will provide on-site observations prior to the covering up or closing up of portions of the construction, which if covered, could conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and will assist the Owner in the development of requests for qualifications or other solicitations for any required testing services approved by the Owner. On the basis of the on-site observations or inspections by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work and promptly report to the Owner in writing (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) observed defects and deficiencies in the Work and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 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, 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 general 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

§ 3.6.4.1 The Architect shall prepare a listing of all required submittals for the Project and distribute to the Owner and the Contractor. 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 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 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 inspections 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, using Owner's designated forms;
- .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 the Work complies with the requirements of the Contract Documents;
- .5 for any Work that exceeds \$50,000, Architect shall schedule 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 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 inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner.

§ 3.6.6.3 When the Work is found to be Substantially Complete, and when the Work is finally complete, the Architect shall inform the Owner in writing about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. As a condition to the Project being considered Substantially Complete, the Architect shall request the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in 3.4.7.3 above.

§ 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 observable defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

§ 3.6.6.6 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.

**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. The term "Basic Services" has the same meaning as in Article 3. All Basic Services shall be provided at no additional cost to the Owner.

| <b>Services</b>  | <b>Responsibility</b><br><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 – Supplemental 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  |

| <b>Services</b>  | <b>Responsibility</b><br><i>(Architect, Owner, or not provided)</i> |
|--|---|
| § 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 Service                                      |
| § 4.1.1.23 Commissioning   | 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 (limited interior design) | Architect – Additional Services                                     |
| § 4.1.1.29 Warranty Phase Support Services                                 | Architect – Basic Service   |
| <i>(Row deleted)</i>   |   |
| § 4.1.1.30 Land Surveying  | Owner   |
| 4.1.1.31 Geotechnical Services   | Owner   |
| 4.1.1.32 Environmental Services  | Owner   |
| 4.1.1.33 Graphics and Signage  | Architect – Basic Service   |
| 4.1.1.34 Permitting  | Architect – Basic Services  |
| 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

*(Paragraphs deleted)*

Intentionally deleted.

##### § 4.1.2.2

*(Paragraphs deleted)*

Intentionally deleted.

§ 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 in writing 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 Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Five (5) Visits to the site by the Architect during construction as required by Section 3.6.2.1;
- .3 Five (5) 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 Five (5) 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 The Owner shall furnish surveys 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 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.

§ 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.

§ 6.3 The Construction Manager at Risk, 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 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;

Init.

- .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.

## 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, and 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 Work Product may be used as a prototype by the Owner for other facilities. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in the reuse of the Work Product. If such is the case, the Architect is obligated to perform the work for an additional compensation that will fairly compensate the Architect only for the additional work involved. It is reasonable to expect that the fair additional compensation may be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in the reuse of the Work Product, the Architect shall commit its consultants to the terms of this Article. If the Owner uses the Work Product for any other project, except for any subsequent use other than with the review, adaptation administration and/or other involvement of the Architect in the subsequent project, the Owner shall release the Architect from any liability for any errors and omissions in connection with such subsequent use.

§ 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.

§ 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.

§ 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.)

[ X ] Litigation in a court of competent jurisdiction  
(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 represents 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, heirs, 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 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 or consents 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 With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, 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 the 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.

**10.20.5** On request of Owner, Architect and/or its consultants shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Architect and all subcontracting entities, Architect shall update this list on Owner's request. Architect and/or its consultants shall further cooperate in all respects with any reasonable request by Owner to assist Owner in obtaining criminal history record information on the employees of Architect and/or its consultants, including without limitation paying any fees or costs reasonably requested by Owner to enable Owner to obtain needed criminal history record information.

**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**

TWO HUNDRED AND SIX THOUSAND, TWO HUNDRED DOLLARS AND ZERO CENTS (\$206,200.00)

**.2 Percentage Basis**

*(Paragraph 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.

*(Paragraphs deleted)*

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

§ 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)*

for an agreed upon stipulated sum based 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         | %)        |
| <b>Total Basic Compensation</b> | <b>one hundred</b> | <b>percent (</b> | <b>100</b> | <b>%)</b> |

§ 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.  
*(Table deleted)*

**§ 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 written 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, in recognition of the Standard of Care, 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 HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE 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 TO THE EXTENT IS CAUSED BY AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF ITS OBLIGATION UNDER THIS AGREEMENT, 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 THIS INDEMNIFICATION OBLIGATION OF THE ARCHITECT AND PROVISIONS OF THIS SECTION 12.1 SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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.

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and 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
- .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**

**HADDON-COWAN ARCHITECTS**

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

\_\_\_\_\_  
Curtis Null, Superintendent  
*(Printed name and title)*

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

\_\_\_\_\_  
Michael Cowan, Principal-in-Charge  
*(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 14:51:32 ET on 03/04/2026.

## PAGE 1

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2026

...

Lake Travis ISD  
3322 Ranch R 620 S.  
Austin, Texas 78738  
Telephone: (512) 533-6000

...

Haddon-Cowan Architects  
2207 E. Cesar Chavez  
Austin, TX 78702  
Telephone: (512) 374-9120

...

Millwork Replacement

## 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 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 Bond Program

...

Lake Travis ISD Millwork Replacement – Millwork Replacement at Lake Pointe Elementary, Lakeway Elementary, Bee Cave Elementary, Lake Travis Elementary, and Hudson Bend Middle. This work is for replacement of cabinets campus-wide, including offices and classrooms over 2 summers.

**PAGE 3**

Approximate Construction Budget – Ph I - \$2,134,220 and Ph II - \$3,627,016

§ 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:

- .1 Design phase milestone dates, if any: completed
  
- ~~.2 Construction commencement date:~~
- .2 Notice to Proceed/Construction commencement date: Ph I – June 1, 2026; Ph II – May 31, 2027
  
- .3 ~~Substantial Completion date or dates:~~  
Completion and Final Completion dates: Ph I – Aug 1, 2026; Ph II – Aug 2, 2027

...

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:~~

~~.2 Civil Engineer:~~

**.3** — Other, if any:

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

**PAGE 4**

Michael Cowan  
Haddon-Cowan Architects  
2301 E. Riverside Dr., Bldg A, Suite 80  
Austin, TX 78741  
Telephone: (512) 228-4389

...

**.1** — Structural Engineer:  
**MEP Engineering**  
1120 S Capital of Texas Hwy  
Building 1, Suite 150  
Austin, TX 78746

**.2** — Mechanical Engineer:

**.3** — Electrical Engineer:

512-306-9650

...

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

**MEP Engineering**  
1120 S Capital of Texas Hwy  
Building 1, Suite 150  
Austin, TX 78746  
512-306-9650

...

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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~ Intentionally deleted.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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 written 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 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~~ 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 such professional skill and care and the orderly progress of the Project. ~~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. Promptly after the execution of this Agreement, the Architect shall prepare and submit, for the Owner's approval in writing, a detailed schedule for the performance of the Architect's services to meet the Project dates as set forth in this Agreement. 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 the express written 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 hereby agrees to correct, at its own cost, any of its services and the services of its consultants that do not meet the standard of care set forth in this Agreement. Time is of the essence in this Agreement, subject to the standard of care as defined herein.

§ 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: Michael Cowan.

§ 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 to be in a form approved by the Owner with 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 date of Substantial Completion of construction of this Project as to errors and omissions insurance. Notwithstanding the foregoing, nothing contained herein shall limit, reduce, or extend the number of years of any limitations or repose 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-polices~~ 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.

**PAGE 6**

**§ 3.1** The Architect's ~~Basic Services-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 observe the site where the Project is to be located and the surroundings and adjacent areas; observe visible 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 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.~~ ~~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 written 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 all policies, regulations, and rules of the Owner including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, pornography, harassment, and tobacco on District property), and fraud and financial impropriety. If applicable, the Architect shall review the standards contained in 19 Texas Administrative Code, Chapter 61, subchapter CC, and use the professional judgment and reasonable care consistent with the practice of architecture or engineering in the State of Texas. 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 apply to the Project. The Architect shall design the Project in compliance with 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 code or standards that arise prior to the approval by the Owner of the Construction Documents for issuance for construction and permitting. 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 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~~ 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 in writing 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 a written report evaluating the feasibility of the Owner's site for the Project based on site conditions, and the Owner's program, schedule, and budget for the Cost of the Work. The Architect shall include, in the written report, an identification and evaluation of the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing 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 written preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding 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 a written understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon in writing with the Owner, the Architect shall prepare and present, 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 written acceptance of 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 under this agreement.

§ 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~~ 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 this 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 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 written 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 all drawings, specifications, submittals, transmittals, deliverables, instructions to Contractor, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants which shall set forth, in detail, the requirements 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 all other documents as are necessary to construct the Project (excepting those design-build portions of the Work that are the responsibility of the Contractor), 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 all 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 set forth in detail the requirements for construction of the Project that comply with 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. The Owner and the Owner's authorized representatives shall review all Construction Documents and must provide written approval of same prior to release of the documents for competitive procurement or negotiation purposes. Approval of the Construction Documents by the Owner shall not relieve the Architect of any of its responsibility under the terms of 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. the Project. Outdoor lighting fixtures, if any, shall meet the statutory energy conservation and light pollution standards established by the State of Texas Health and Safety Code. All ventilation and indoor air quality systems designed by the Architect shall meet the indoor air quality voluntary guidelines established by the State of Texas Health and Safety Code.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, if requested by the Owner, the Architect shall assist the Owner, and, if applicable, the Owner's legal counsel, 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). 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 under the terms of this Agreement. 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 shall not make or approve any changes in the Work, unless those changes do not involve an adjustment in the Contract Sum or Contract time, without prior written consent of the Owner. 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 endeavor to 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 Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the ~~Owner~~ Owner, and if applicable, the Owner's legal counsel 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.

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§ 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~~ To the extent applicable, the Architect shall assist the Owner in bidding the Project by:

- ~~.1~~ 1 facilitating the distribution of Bidding Documents if requested by the Owner, assist in preparation of bid documents;
- ~~.2~~ 2 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- ~~.3~~ 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~~ 7 organizing and participating in selection interviews with prospective contractors and
- ~~.8~~ 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.~~

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~~ 1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- ~~.2~~ 2 organizing and participating in selection interviews with prospective contractors;
- ~~.3~~ 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~~ 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.

PAGE 12

§ 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 all policies, regulations, and rules of the Owner, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and prohibitions against fraud and financial impropriety.

§ 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 weekly meetings with the Contractor, and issue written project reports.~~ The Architect shall have authority to act on behalf of the Owner only to the extent provided ~~in this Agreement.~~ ~~in this Agreement and subject to any limitations in law applicable to public school districts.~~ Additionally, ~~except as expressly set forth in this Agreement or the General Conditions of the Contract, the Architect shall not have the authority to approve any changes in the Work without the written approval by the Owner and in no event shall the Architect have the authority to approve any change that would modify the Contract Time or the Contract Sum/Guaranteed Maximum Price, as applicable.~~ 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 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~~ (1) observe the progress and quality of the Work completed, (2) to reject any 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 in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, ~~the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, Documents and on time; and (6) to document the progress of the Work, in written and photographic form as appropriate. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner’s representative, the Contractor’s project manager and/or superintendent, Architect’s project representative, and the Architect. Architect or its authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Additionally, Architect or its authorized representative will provide on-site observations prior to the covering up or closing up of portions of the construction, which if covered, could conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and will assist the Owner in the development of requests for qualifications or other solicitations for any required testing services approved by the Owner. On the basis of the on-site observations or inspections by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations Documents and from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.~~ (2) observed defects and deficiencies in the Work and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences,

or procedures, or safety precautions and programs in connection the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary by Architect's design errors or omissions shall be at no additional cost to Owner.

**§ 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, 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.

#### **PAGE 14**

**§ 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-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, the 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) general 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, 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.

...

§ 3.6.4.1 The Architect shall prepare a listing of all required submittals for the Project and distribute to the Owner and the Contractor. 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~~ 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 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 to determine the date or dates of Substantial Completion and the date of final completion;Final Completion;
- .2 issue Certificates of Substantial Completion;Completion and of Final Completion, using Owner's designated forms;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor;and;
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, that the Work complies with the requirements of the Contract Documents.Documents;
- .5 for any Work that exceeds \$50,000, Architect shall schedule 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 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 inspections 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 Work is found to be Substantially Complete, and when the Work is finally complete, the Architect shall inform the Owner in writing about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. As a condition to the Project being considered Substantially Complete, the Architect shall request the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in 3.4.7.3 above.

§ 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 observable defects, warranty issues, and proposed corrections; and to make appropriate written recommendations to the Owner.

#### **ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES**

§ 3.6.6.6 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.

#### **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.) The term "Basic Services" has the same meaning as in Article 3. All Basic Services shall be provided at no additional cost to the Owner.

| <b>Supplemental Services</b>  | <b>Responsibility</b><br><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 – Supplemental 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 Service</u>                               |
| § 4.1.1.23 Commissioning  | <u>Owner</u>  |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3                 | <u>Not provided</u>   |
| § 4.1.1.25 Fast-track design services   | <u>Not provided</u>   |
| § 4.1.1.26 Alternate bid items  | <u>Architect – Additional Service</u>                               |
| <del>§ 4.1.1.26 Multiple bid packages</del>                                       |   |
| § 4.1.1.27 Historic preservation  | <u>Not Provided</u>   |
| § 4.1.1.28 Furniture, furnishings, and equipment design (limited interior design) | <u>Architect – Additional Services</u>                              |
| § 4.1.1.29 Warranty Phase Support Services  | <u>Architect – Basic Service</u>                                    |

| <b>Supplemental Services</b>   | <b>Responsibility</b><br><i>(Architect, Owner, or not provided)</i> |
|--|---|
| <del>§ 4.1.1.29</del> Other services provided by specialty Consultants             |   |
| § 4.1.1.30 Land Surveying  | <u>Owner</u>  |
| <del>§ 4.1.1.30</del> Other Supplemental <del>4.1.1.31</del> Geotechnical Services | <u>Owner</u>  |

PAGE 17

|   |                                       |
|---|---------------------------------------|
| <u>4.1.1.39</u> Traffic Design          | <u>Owner</u>                          |
| <u>4.1.1.40</u> 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.

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

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 in writing 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~~ (~~—~~) Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~Contractor~~;
- ~~2~~ (~~—~~) visits Five (5) Visits to the site by the Architect during construction as required by Section 3.6.2.1;
- ~~3~~ (~~—~~) Five (5) 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~~Documents~~; and
- ~~4~~ (~~—~~) Five (5) 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.

PAGE 19

~~§ 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 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 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.

...

§ 5.12 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.

PAGE 20

~~§ 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 Construction Manager at Risk, 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 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;~~ 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. ~~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 21

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

## 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 derogation 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, and 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. Work Product may be used as a prototype by the Owner for other facilities. The Owner may elect to use the Architect to perform the site adaptation and other professional services involved in the reuse of the Work Product. If such is the case, the Architect is obligated to perform the work for an additional compensation that will fairly compensate the Architect only for the additional work involved. It is reasonable to expect that the fair additional compensation may be significantly less than the fee provided for under this Agreement. If the Owner elects to employ a different architect to perform the site adaptation and other professional services involved in the reuse of the Work Product, the Architect shall commit its consultants to the terms of this Article. If the Owner uses the Work Product for any other project, except for any subsequent use other than with the review, adaptation administration and/or other involvement of the Architect in the subsequent project, the Owner shall release the Architect from any liability for any errors and omissions in connection with such subsequent use.

**§ 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 22

~~§ 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 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.~~law.~~

~~§ 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.~~

~~§ 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.~~

...

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. resolution, unless the filing deadlines under applicable statutes of limitation 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.

...

— Arbitration pursuant to Section 8.3 of this Agreement

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.

PAGE 23

§ 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.~~

...

~~§ 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.)*~~

~~.4 — 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 represents 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. heirs, 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 this Agreement.~~ The Architect shall execute certificates or consents 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~~. 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~~ With prior written consent of the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such ~~representations~~. 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 the 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.

10.20.5 On request of Owner, Architect and/or its consultants shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Architect and all subcontracting entities, Architect shall update this list on Owner's request. Architect and/or its consultants shall further cooperate in all respects with any reasonable request by Owner to assist Owner in obtaining criminal history record information on the employees of Architect and/or its consultants, including without limitation paying any fees or costs reasonably requested by Owner to enable Owner to obtain needed criminal history record information.

**PAGE 28**

§ 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)*

TWO HUNDRED AND SIX THOUSAND, TWO HUNDRED DOLLARS AND ZERO CENTS  
(\$206,200.00)

...

*(Insert percentage value)*

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

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

.3 — Other

— (Describe the method of compensation)

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

§ 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.)*

for an agreed upon stipulated sum based 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 ( <del>10</del> ) | <u>10</u> | % |
| Design Development Phase     | <u>twenty</u>      | percent ( <del>20</del> ) | <u>20</u> | % |
| Construction Documents Phase | <u>Thirty-five</u> | percent ( <del>35</del> ) | <u>35</u> | % |
| Procurement Phase            | <u>Five</u>        | percent ( <del>5</del> )  | <u>5</u>  | % |
| Construction Phase           | <u>Thirty</u>      | percent ( <del>30</del> ) | <u>30</u> | % |

...

§ 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.~~

PAGE 29

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

Employee or Category

Rate (\$0.00)

§ 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 written 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, in recognition of the Standard of Care, 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 HOLD HARMLESS OWNER AND ALL OF ITS OFFICERS, TRUSTEES, AGENTS, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE 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 TO THE EXTENT IS CAUSED BY AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF ITS OBLIGATION UNDER THIS AGREEMENT, 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 THIS INDEMNIFICATION OBLIGATION OF THE ARCHITECT AND PROVISIONS OF THIS SECTION 12.1 SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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>.

PAGE 31

§ 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.

...

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect, as amended for this Project.
- .2 ~~Building Information Modeling Exhibit, if completed:~~  
Intentionally deleted.

...

~~\_\_\_\_\_~~  \_\_\_\_\_ Other Exhibits incorporated into this Agreement:

...

- Exhibit A – Insurance Requirements
- Exhibit B – Hourly Rates

...

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

**LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT**

**HADDON-COWAN ARCHITECTS**

...

Curtis Null, Superintendent

Michael Cowan, Principal-in-Charge

## **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 14:51:32 ET on 03/04/2026 under Order No. 4104251289 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)*

**03/04/2026**

*(Dated)*



## **AGENDA ITEM ACTION SHEET**

### **AGENDA ITEM**

Consideration of and Request for Approval of American Constructors as Contractor for JOC 23-135 for Lake Travis High School Art Room Millwork Replacement

### **RECOMMENDED ACTION**

**Administration recommends approval of American Constructors as contractor for JOC 23-135 for the art room millwork replacement at the Lake Travis High School, as presented.**

### **RATIONALE**

District administration recommends American Constructors as the contractor for the Lake Travis High School art room millwork replacement project. Pursuant to Board Policy CV(LOCAL), Board approval is required because the contract amount exceeds \$100,000.

The project includes demolition and replacement of art room cabinetry, as well as installation of new casework, drywall, paint, wall tile, and fixtures. Administration recommends approval of American Constructors for JOC 23-135, LTHS art room millwork replacement, in the amount of \$353,867.

### **BUDGET PROVISIONS**

2023 Bond Program

### **RESOURCE PERSONNEL**

Pam Sanchez – Assistant Superintendent of Business Services  
Robert Winovitch – Director of Facilities and Construction  
Cristy Soares – Director of Purchasing

### **ATTACHMENTS**

American Constructors Pricing – LTHS Art Room Millwork Replacement

### **MEETING DATE**

March 25, 2026



**PROPOSAL**

Date: 03/06/26

Owner: Lake Travis ISD  
16101 Hwy 71, Bldg B  
Austin, TX 78738

Contractor: American Constructors  
11900 West Parmer Lane  
Cedar Park, Texas 78613  
JOC Contract #21-021

Project: Lake Travis HS Existing Art Room Renovations

Scope of Work Includes:

1. Demo existing casework, plumbing fixtures and electrical outlets
2. Install new drywall, wall tile, and floor base
3. Install new plumbing fixtures per plans
4. Install new electrical fixtures per plans
5. Install casework per plans

List of Plans / Specifications:

EXISTING ART ROOM CASEWORK REVISION (PR #6) issued by Clay-Comb Associates, Architects on 12/19/2025.

Exclusions / Clarifications

1. Excludes testing, removal or abatement of existing hazardous materials
2. Excludes permitting and material testing
3. Excludes moving of existing furniture, fixtures and equipment.
4. Contractor is not responsible for any FF&E left in the work area
5. Relocation or repair of underground utilities that are not shown
6. All work during normal business hours

**Total Amount of Proposal**

**\$353,867**

*Proposal is valid for 30 days from the date listed. Proposal assumes all areas will be available so work can proceed, uninterrupted to completion. All work to be done during normal hours unless otherwise noted in the proposal.*

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

## Lake Travis HS Existing Art Room Renovations

| Item     | Description   | Amount           |
|----------|---|------------------|
| <b>1</b> | <b>Demo/Install New Casework</b>                    | <b>\$221,368</b> |
| <b>2</b> | <b>Wall/Sheetrock Adjustments</b>                   | <b>\$6,665</b>   |
| <b>3</b> | <b>Tape/Float/Paint Walls</b>                       | <b>\$7,978</b>   |
| <b>4</b> | <b>Infill Wall Base</b>                             | <b>\$1,115</b>   |
| <b>5</b> | <b>Install New Wall Tile</b>                        | <b>\$3,183</b>   |
| <b>6</b> | <b>Demo Existing/Install New Plumbing Fixtures</b>  | <b>\$65,250</b>  |
| <b>7</b> | <b>Demo Existing/Install New Electrical Outlets</b> | <b>\$18,035</b>  |
|          | Subtotal  | \$323,594        |
|          | Fee   | \$16,180         |
|          | Subtotal  | \$339,774        |
|          | Bonds & Insurance                                   | \$14,093         |
|          | <b>Total</b>  | <b>\$353,867</b> |



## **AGENDA ITEM ACTION SHEET**

### **AGENDA ITEM**

Consideration of and Request for Approval of the Guaranteed Maximum Price (GMP) Phase 1 for CMR 23-21 for the Millwork Replacement Project

### **RECOMMENDED ACTION**

**Administration recommends approval of the GMP Phase 1 for CMR 23-21 with Braun & Butler Construction, as Construction Manager at Risk, in the amount of \$3,334,973, and authorization for the Superintendent to negotiate and execute the GMP for Phase 1.**

### **RATIONALE**

In November 2025, the Board awarded Braun & Butler Construction the Construction Manager at Risk (CMR) contract for the District's millwork replacement project.

Since that time, the parties have continued working together to develop a Guaranteed Maximum Price (GMP) for the project. In light of the timeline necessary to complete the work during the summer months, when students and staff are not on campus, administration determined that it was necessary to proceed with Phase 1 of the GMP. Phase 1 includes replacement of cabinets at Lake Pointe Elementary and Lakeway Elementary for Summer 2026.

Administration recommends approval of GMP Phase 1 for CMR 23-21, millwork replacement, in the amount of \$3,334,973, and authorization for the Superintendent or designee to negotiate and execute the GMP for Phase 1.

### **BUDGET PROVISIONS**

2023 Bond Program

### **RESOURCE PERSONNEL**

Pam Sanchez – Assistant Superintendent of Business Services

Robert Winovitch – Director of Facilities and Construction

Cristy Soares – Director of Purchasing

Chad Crowson – General Counsel

### **ATTACHMENTS**

Millwork Replacement GMP Phase 1 Pricing Summary

### **MEETING DATE**

March 25, 2026



**Braun & Butler**  
CONSTRUCTION

**Job Name: LPES Millwork Replacement**

**Date: 1/30/2026**

**Add-1,2 &3**

**GMP**

|   | Mhrs | Qty       | Unit | Miscellaneous |           | Labor |        | Material |        | Total     |
|---|------|-----------|------|---------------|-----------|-------|--------|----------|--------|-----------|
|   |      |           |      | UP            | Amount    | UP    | Amount | UP       | Amount |           |
| <b>0 Project Information</b>              |      |           |      |               |           |       |        |          |        | 0         |
| Project Duration                          |      | 84        | days |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>1 General Conditions</b>               |      |           |      |               |           |       |        |          |        | 0         |
| Preconstruction Separate Billing          |      |           |      |               |           |       |        |          |        | 0         |
| Senior Project Manager                    |      | 12        | wk   |               |           | 1,500 | 18000  |          |        | 18,000    |
| Project Manager                           |      | 12        | wk   |               |           | 2,150 | 25800  |          |        | 25,800    |
| Truck Expense                             |      | 12        | wk   |               |           | 350   | 4200   |          |        | 4,200     |
| Superintendent                            |      | 12        | wk   |               |           | 4,200 | 50400  |          |        | 50,400    |
| Truck Expense                             |      | 12        | wk   |               |           | 600   | 7200   |          |        | 7,200     |
| Interim Cleanup Labor                     |      | 144       | mhrs |               |           | 34    | 4896   |          |        | 4,896     |
| Project Office Clerical Support           |      | 12        | wk   |               |           | 975   | 11700  |          |        | 11,700    |
|   |      |           |      |               |           |       |        |          |        | 0         |
| Mobilization / Demobilization             |      | 1         | ls   | 3,500         | 3,500     |       |        |          |        | 3,500     |
| Telephone / Computer Service              |      | 3         | mo   | 950           | 2,850     |       |        |          |        | 2,850     |
| Drinking Water                            |      | 3         | mo   | 150           | 450       |       |        |          |        | 450       |
| Plan Reproduction                         |      | 1         | ls   | 500           | 500       |       |        |          |        | 500       |
| Dumpster Service                          |      | 8         | ea   | 950           | 7,600     |       |        |          |        | 7,600     |
| Chemical Toilet each                      |      | 3         | mo   | 450           | 1,350     |       |        |          |        | 1,350     |
| Close Out Documents                       |      | 1,734,000 | ls   |               | 1,018     |       |        |          |        | 1,018     |
|   |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>1.0 Allowances</b>                     |      |           |      |               | 50,000    |       |        |          |        | 50,000    |
| contractor's contingency                  |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>1.1 General Requirements</b>           |      |           |      |               |           |       |        |          |        | 0         |
| Project Final Clean                       |      | 25,798    | sf   | 0.450         | 11,609    |       |        |          |        | 11,609    |
|   |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>DIV 2 - EXISTING CONDITIONS</b>        |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>2.40 Demolition</b>                    |      |           |      |               | 139,400   |       |        |          |        | 139,400   |
| d1 demo existing 7' shelving cabinets     |      | 1152      | ft   |               |           |       |        |          |        | 0         |
| d1 demo existing base cab & top           |      | 688       | ft   |               |           |       |        |          |        | 0         |
| d1 demo existing wardrobe cabinets        |      | 19        | ft   |               |           |       |        |          |        | 0         |
| d1 demo existing wall cabinets            |      | 160       | ft   |               |           |       |        |          |        | 0         |
| d4 existing counter top demo only         |      | 9         | ft   |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>DIV 6 - WOOD, PLASTICS, COMPOSITES</b> |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>6.10 Rough Carpentry</b>               |      |           |      |               | 7,664     |       |        |          |        | 7,664     |
| inwall wall cabinet blocking              |      | 958       | lf   |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>6.40 Architectural Woodwork</b>        |      |           |      |               | 1,085,814 |       |        |          |        | 1,085,814 |
| classroom cubbies                         |      | 1632      | ft   |               |           |       |        |          |        | 0         |
| classroom base w/solid surface top        |      | 405       | ft   |               |           |       |        |          |        | 0         |
| classroom coat cubbies                    |      | 876       | ft   |               |           |       |        |          |        | 0         |
| classroom wall cabinet                    |      | 884       | ft   |               |           |       |        |          |        | 0         |
| 7' p-lam adjustable shelves               |      | 151       | ft   |               |           |       |        |          |        | 0         |
| wardrobe cabinets                         |      | 19        | ea   |               |           |       |        |          |        | 0         |
| science base cab epoxy top                |      | 19        | ft   |               |           |       |        |          |        | 0         |
| base cab p-lam top                        |      | 24        | ft   |               |           |       |        |          |        | 0         |
| staff rr ss top                           |      | 4         | ft   |               |           |       |        |          |        | 0         |
| solid surface window sills                |      | 374       | lf   |               | 13,090    |       |        |          |        | 13,090    |
|   |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>6.50 Flooring Protection</b>           |      |           |      |               | 5,500     |       |        |          |        | 5,500     |
|   |      | 1         | ls   |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>DIV 8 - OPENINGS</b>                   |      |           |      |               |           |       |        |          |        | 0         |
|   |      |           |      |               |           |       |        |          |        | 0         |
| <b>8.30 Wood Doors</b>                    |      | 32        | 8    |               |           | 52    | 1664   | 9,904    |        | 11,568    |



**Braun & Butler**  
CONSTRUCTION

**Job Name: LPES Millwork Replacement**

**Date: 1/30/2026**

**Add-1,2 &3**

**GMP**

|                                      | Mhrs | Qty       | Unit | Miscellaneous |           | Labor |         | Material |        | Total     |
|--------------------------------------|------|-----------|------|---------------|-----------|-------|---------|----------|--------|-----------|
|                                      |      |           |      | UP            | Amount    | UP    | Amount  | UP       | Amount |           |
| replace doors re-use exist. hardware |      | 4         | ea   |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| 8.70 Hardware re-use existing        | 16   | 4         |      |               |           | 52    | 832     | 15,000   |        | 15,832    |
| hardware allowance if needed         |      | 4         | set  |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| 8.80 Glazing                         |      |           |      |               | 1,530     |       |         |          |        | 1,530     |
| half lites for doors                 |      | 4         | ea   |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| <b>DIV 9 - FINISHES</b>              |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| 9.10 Metal Stud Framing & Drywall    |      |           |      |               | 8,622     |       |         |          |        | 8,622     |
| patch drywall inwall blocking        |      | 958       | sf   |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| 9.60 Flooring                        |      |           |      |               | 6,120     |       |         |          |        | 6,120     |
| vinyl cove base                      |      | 1834      | ft   |               |           |       |         |          |        | 0         |
| vct/carpet repair Allowance          |      |           |      |               | 5,000     |       |         |          |        | 5,000     |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| 9.90 Paint & Coatings                |      |           |      |               | 43,600    |       |         |          |        | 43,600    |
| tape/float/paint at millwork         |      | 6342      | sf   |               |           |       |         |          |        | 0         |
| prime and paint windowsills          |      | 374       | lf   |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| <b>DIV 22 - PLUMBING</b>             |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| 22.0 Plumbing                        |      |           |      |               | 64,736    |       |         |          |        | 64,736    |
| d2 remove sink- replace sink         |      | 21        | ea   |               |           |       |         |          |        | 0         |
| r&r eye wash                         |      | 1         | ea   |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| <b>Regulatory Requirements</b>       |      |           |      |               |           |       |         |          |        | 0         |
| Plan Review Fee by Owner             |      |           | ls   |               |           |       |         |          |        | 0         |
| Building Permit Fee                  |      |           | ls   |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| <b>Project Specific Requirements</b> |      |           |      |               |           |       |         |          |        | 0         |
| Site Safety Inspections              | 18   | 1,734,000 | ls   |               | 2,484     | 80    | 1440    |          |        | 3,924     |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| Public Notices                       |      | 1         | ls   |               | 684       |       |         |          |        | 684       |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| <b>Project Insurance</b>             |      | 1,734,000 |      |               | 24,276    |       |         |          |        | 24,276    |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
|                                      |      |           |      |               |           |       |         |          |        | 0         |
| <b>SUBTOTAL</b>                      |      |           |      |               | 1,487,397 |       | 126,132 | 24,904   |        | 1,638,433 |
| <b>CM Fee</b>                        |      | 5.00%     |      |               |           |       |         |          |        | 81,922    |
| Total Before Bond                    |      |           |      |               |           |       |         |          |        | 1,720,355 |
| <b>Bond Cost (yes=1)</b>             |      | 1         |      |               |           |       |         |          |        | 20,704    |
| Sales tax on Material                |      | 0.00%     |      |               |           |       |         |          |        | 0         |
| Sales tax on Total                   |      | 0.00%     |      |               |           |       |         |          |        | 0         |
| <b>SUMMARY TOTAL</b>                 |      |           |      |               |           |       |         |          |        | 1,741,059 |



Job Name: **LWES Millwork Replacemnet**

Date: 1/30/2026

**Alt-2  
GMP**

|   | Mhrs | Qty       | Unit | Miscellaneous |        | Labor |           | Material |        | Total     |
|---|------|-----------|------|---------------|--------|-------|-----------|----------|--------|-----------|
|   |      |           |      | UP            | Amount | UP    | Amount    | UP       | Amount |           |
| <b>0 Project Information</b>              |      |           |      |               |        |       |           |          |        | 0         |
| Project Duration                          |      | 84        | days |               |        |       |           |          |        | 0         |
| <b>1 General Conditions</b>               |      |           |      |               |        |       |           |          |        | 0         |
| Preconstruction Separate Billing          |      |           |      |               |        |       |           |          |        | 0         |
| Senior Project Manager                    |      | 12        | wk   |               |        | 1,500 | 18000     |          |        | 18,000    |
| Project Manager                           |      | 12        | wk   |               |        | 2,150 | 25800     |          |        | 25,800    |
| Truck Expense                             |      | 12        | wk   |               |        | 350   | 4200      |          |        | 4,200     |
| Superintendent                            |      | 12        | wk   |               |        | 4,200 | 50400     |          |        | 50,400    |
| Truck Expense                             |      | 12        | wk   |               |        | 600   | 7200      |          |        | 7,200     |
| Interim Cleanup Labor                     |      | 144       | mhrs |               |        | 34    | 4896      |          |        | 4,896     |
| Project Office Clerical Support           |      | 12        | wk   |               |        | 975   | 11700     |          |        | 11,700    |
|   |      |           |      |               |        |       |           |          |        | 0         |
| Mobilization / Demobilization             |      | 1         | ls   | 3,500         | 3,500  |       |           |          |        | 3,500     |
| Telephone / Computer Service              |      | 3         | mo   | 950           | 2,850  |       |           |          |        | 2,850     |
| Drinking Water                            |      | 3         | mo   | 150           | 450    |       |           |          |        | 450       |
| Plan Reproduction                         |      | 1         | ls   | 500           | 500    |       |           |          |        | 500       |
| Dumpster Service                          |      | 8         | ea   | 950           | 7,600  |       |           |          |        | 7,600     |
| Chemical Toilet each                      |      | 3         | mo   | 450           | 1,350  |       |           |          |        | 1,350     |
| Close Out Documents                       |      | 1,594,000 | ls   |               | 959    |       |           |          |        | 959       |
|   |      |           |      |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
| <b>1.0 Allowances</b>                     |      |           |      |               |        |       |           |          |        | 0         |
| contractor's contingency                  |      |           |      |               | 50,000 |       |           |          |        | 50,000    |
|   |      |           |      |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
| <b>1.1 General Requirements</b>           |      |           |      |               |        |       |           |          |        | 0         |
| Project Final Clean                       |      | 23,588    | ls   | 0.45          | 10,615 |       |           |          |        | 10,615    |
|   |      |           |      |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
| <b>DIV 2 - EXISTING CONDITIONS</b>        |      |           |      |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
| <b>2.40 Demolition</b>                    |      |           |      |               |        |       | 123,350   |          |        | 123,350   |
| d1 demo existing 7' shelving              |      | 829       | ft   |               |        |       |           |          |        | 0         |
| d1 demo exist base cab/top                |      | 477       | ft   |               |        |       |           |          |        | 0         |
| d1 demo exist wall cabinets/cubbies       |      | 114       | ft   |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
| <b>DIV 6 - WOOD, PLASTICS, COMPOSITES</b> |      |           |      |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
| <b>6.10 Rough Carpentry</b>               |      |           |      |               |        |       | 9,616     |          |        | 9,616     |
| inwall wall/tall cabinet blocking         |      | 1,202     | lf   |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
| <b>6.40 Architectural Woodwork</b>        |      |           |      |               |        |       | 1,013,749 |          |        | 1,013,749 |
| new classroom cubies                      |      | 1520      | ft   |               |        |       |           |          |        | 0         |
| new classroom cubbies w/coat hooks        |      | 748       | ft   |               |        |       |           |          |        | 0         |
| new base cabinet w/ss top                 |      | 377       | ft   |               |        |       |           |          |        | 0         |
| new p-lam wall shelves                    |      | 74        | ft   |               |        |       |           |          |        | 0         |
| new p-lam wall cabinets                   |      | 820       | ft   |               |        |       |           |          |        | 0         |
| new 7' p-lam shelving cabinet             |      | 39        | ft   |               |        |       |           |          |        | 0         |
| wardrobe cabinet                          |      | 7         | ea   |               |        |       |           |          |        | 0         |
| new ada ss top                            |      | 10        | ft   |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |
| <b>6.50 Flooring Protection</b>           |      |           |      |               |        |       | 5,500     |          |        | 5,500     |
|   |      |           |      |               |        |       |           |          |        | 0         |
|   |      |           |      |               |        |       |           |          |        | 0         |



Job Name: **LWES Millwork Replacemnet**

Date: 1/30/2026

**Alt-2  
GMP**

|   | Mhrs | Qty          | Unit | Miscellaneous |                  | Labor |                | Material |          | Total            |
|---|------|--------------|------|---------------|------------------|-------|----------------|----------|----------|------------------|
|   |      |              |      | UP            | Amount           | UP    | Amount         | UP       | Amount   |                  |
| <b>DIV 9 - FINISHES</b>                           |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <a href="#">9.10</a> Metal Stud Framing & Drywall |      |              |      |               | 10,818           |       |                |          |          | 10,818           |
| drywall at inwall blocking                        |      | 1,202        | sf   |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <a href="#">9.60</a> Flooring                     |      |              |      |               | 3,600            |       |                |          |          | 3,600            |
| vinyl cove base                                   |      | 1200         | ft   |               |                  |       |                |          |          | 0                |
| vct/carpet repair Allowance                       |      |              |      |               | 5,000            |       |                |          |          | 5,000            |
|   |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <a href="#">9.90</a> Paint & Coatings             |      |              |      |               | 41,400           |       |                |          |          | 41,400           |
| lw tape/float/paint at millwork                   |      | 5914         | sf   |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <b>DIV 11 - EQUIPMENT</b>                         |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <a href="#">11.40</a> Kitchen Equipment           |      |              |      |               | 1,915            |       |                |          |          | 1,915            |
| new wall ss splash                                |      | 30           | sf   |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <b>DIV 22 - PLUMBING</b>                          |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <a href="#">22.0</a> Plumbing                     |      |              |      |               | 57,931           |       |                |          |          | 57,931           |
| d2 demo existing sink - replace sink              |      | 22           | ea   |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <b>Regulatory Requirements</b>                    |      |              |      |               |                  |       |                |          |          | 0                |
| Plan Review Fee by Owner                          |      |              | ls   |               |                  |       |                |          |          | 0                |
| Building Permit Fee                               |      |              | ls   |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <b>Project Specific Requirements</b>              |      |              |      |               |                  |       |                |          |          | 0                |
| Site Safety Inspections                           | 18   | 1,594,000    | ls   |               | 2,344            | 80    | 1440           |          |          | 3,784            |
|   |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| Public Notices                                    |      | 1            | ls   |               | 684              |       |                |          |          | 684              |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <b>Project Insurance</b>                          |      | 1,594,000    |      |               | 22,316           |       |                |          |          | 22,316           |
|   |      |              |      |               |                  |       |                |          |          | 0                |
|   |      |              |      |               |                  |       |                |          |          | 0                |
| <b>SUBTOTAL</b>                                   |      |              |      |               | <b>1,376,047</b> |       | <b>123,636</b> |          | <b>0</b> | <b>1,499,683</b> |
| <b>CM Fee</b>                                     |      | <b>5.00%</b> |      |               |                  |       |                |          |          | <b>74,984</b>    |
| Total Before Bond                                 |      |              |      |               |                  |       |                |          |          | 1,574,667        |
| <b>Bond Cost (yes=1)</b>                          |      | <b>1</b>     |      |               |                  |       |                |          |          | <b>19,247</b>    |
| Sales tax on Material                             |      | <b>0.00%</b> |      |               |                  |       |                |          |          | <b>0</b>         |
| Sales tax on Total                                |      | <b>0.00%</b> |      |               |                  |       |                |          |          | <b>0</b>         |
| <b>SUMMARY TOTAL</b>                              |      |              |      |               |                  |       |                |          |          | <b>1,593,914</b> |



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Consideration of and Potential Adoption of Resolution 032526-01 regarding 791 Purchasing Cooperative

### RECOMMENDED ACTION

**Administration recommends adoption of Resolution 032526-01, as presented.**

### RATIONALE

Board Policies CH(LEGAL) and CH(LOCAL) permit the District to purchase goods and services through a cooperative purchasing program. A purchasing cooperative is a group purchasing organization that governmental entities may join as members and whose managing entity receives fees from members or vendors. Participation in a purchasing cooperative allows the District to benefit from economies of scale, reduce the time and expense associated with procurements, and identify qualified vendors with established track records.

District administration recommends approval of the resolution authorizing participation in the 791 Purchasing Cooperative. Participation in this cooperative will provide the District with access to additional qualified, competitively procured vendors. There are no fees associated with membership in the cooperative.

### BUDGET PROVISIONS

None

### RESOURCE PERSONNEL

Pam Sanchez – Assistant Superintendent of Business Services

Cristy Soares – Director of Purchasing

### ATTACHMENTS

791 Coop Board Resolution 032526-01

791 Coop Texas Interlocal Agreement

### MEETING DATE

March 25, 2026

**791 PURCHASING COOPERATIVE  
BOARD RESOLUTION**

STATE OF TEXAS

FOR: THE 791 PURCHASING  
COOPERATIVE

WHEREAS, the Board of Directors or Commissioners Court of Lake Travis Independent School District (the "Lake Travis ISD"), Austin, Texas pursuant to the authority granted by TEX. GOV'T CODE § 791.001, *et seq*, desires to participate in the 791 Purchasing Cooperative, and in the Opinion that participating in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

Therefore, be it RESOLVED that the Lake Travis ISD requests a stated need for participation in 791 Purchasing Cooperative whereby Cristy Soares, Director of Purchasing, is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the District.

I certify that the foregoing is a true and correct original Resolution duly adopted by the Lake Travis ISD and is filed on record at the 791 Purchasing Cooperative office.

In witness thereof, I have set my hand and signature this 25<sup>th</sup> day of March, 2026.

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Lauren White, Board President

***This legal document will remain current on file until either party severs the agreement.***

## MASTER INTERLOCAL AGREEMENT

This Master Interlocal Agreement (“Agreement”) is made by and between 791 Purchasing Cooperative (“791 COOP”) and Lake Travis Independent School District (“End User”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respective authorized officers, agents, and/or employees.

### PURPOSE

**WHEREAS**, the federal, state, and territorial governments of the United States of America have expressly authorized and encouraged the use of cooperative purchasing agreements to increase quality and efficiency in purchasing for public, publicly funded, and other legally authorized entities; and

**WHEREAS**, 791 Purchasing Cooperative LLC through its purchasing cooperative named 791 Purchasing Cooperative (791 COOP) is committed to providing cooperative purchasing contracts with lead public agencies to eligible organizations, including, but not limited to, public and private K12 schools, cities, counties, institutions of higher education, and other eligible units of government ("Authorized Users") in all states in order to increase quality and efficiency in purchasing; and

**WHEREAS**, 791 COOP is authorized to contract with the End User entity through Chapter 791 of the Texas Government Code, Chapter 252, 262, and 2269 of the Texas Government Code, Chapter 44 of the Texas Education Code, and other relevant federal and state laws to provide goods and service through legally compliant mechanisms; and

**WHEREAS**, The Parties wish to enter into this Agreement to maximize spending power of End User entity and provide increased efficiency in the sourcing and purchase of goods and services; and

**WHEREAS**, the governing bodies of the Parties, individually and corporately do hereby adopt and find the foregoing promises as findings of said Authorized Users; and

**NOW, THEREFORE**, premises considered, and in consideration of and conditional upon the mutual covenants and agreements herein, the Parties herein mutually agree as follows:

### AGREEMENT

- 1. Term:** This Agreement is effective for ten (10) years from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
- 2. Permissions:** This Agreement shall: (1) Allow Authorized User/End User entities to purchase goods and services by purchase order, contract, agreement, or other legally permitted mechanisms through 791 COOP’s competitively awarded vendor list; (2) allow the Authorized User to access 791 COOP’s cooperative contracts to purchase products or services from vendors which have been awarded contracts through statutorily authorized methods; and (3) allow the Authorized User/End User entities to access 791 COOP subject matter expertise to facilitate best practices in sourcing and procurement.
- 3. Relationship:** The relationship between the Parties is that of the Independent Contractor. Neither Party has the authority to bind the other in any manner beyond the terms of this Agreement. The





## **AGENDA ITEM ACTION SHEET**

### **AGENDA ITEM**

Approval of the February 18, 2026, Regular Board Meeting Minutes

### **RECOMMENDED ACTION**

**Administration recommends approval of the February 18, 2026, Regular Board Meeting Minutes.**

### **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 18, 2026, Regular Board Meeting Minutes

### **MEETING DATE**

March 25, 2026

## **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 18, 2026, beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

#### **Call to Order**

Board President Lauren White called the meeting to order at 6:04 p.m.

#### **Quorum Determination**

Trustees in attendance were Erin Archer, Robert Aird, Kristen Woodcock, Lauren White, and Phillip Davis. Trustee Jonathan Bove attended virtually via a Zoom Meeting. Trustee absent Keely Cano.

#### **Pledge of Allegiance and Moment of Silence**

Joan Marie led the Pledge of Allegiance. A moment of silence was then observed.

#### **Public Comments/Citizen Participation**

1. NONE

#### **Discussion/Presentation Items**

- **4A - Presentation and Discussion of High School No. 2 Update**  
On September 17, 2025, the Board of Trustees approved the construction contract for the site work and utility infrastructure (Phase 1) of High School No. 2. In November, Travis County approved the site work and construction permit. Administration will share an update on the construction timeline.

Presentation Only.

- **4B - Presentation and Discussion of January 2026 Monthly Financial Reports**  
Pam Sanchez, Assistant Superintendent of Business Services, presented a financial update to the Board and community regarding the financial position of the school district.

The financial highlights for the period ending January 31, 2026, include the following:

- The financial reports reflect activity through 42% of the fiscal year with recorded General Fund expenditures of 37% of the budget.
- Function 91-State Transfers represents the recapture payment made to the State in August. By disseminating the payment throughout the year, the District has recorded expenditures of 46% of the total general operating budget.
- Salaries and benefits paid during summer months to the 10-month employees (teachers, aides, professionals, auxiliary staff) are accrued monthly and are included in recorded expenditures. The total of \$13,453,467 is held in the accrued wages

payable account on the balance sheet representing days worked but not paid out since their contract start date in July/August.

- The cash and temporary investments balance for all governmental and proprietary funds totals \$414,142,817. Investment instruments, focused on security and liquidity, include Local Government Investment Pools and money market funds approved under the Public Funds Investment Act.
- Monthly tax collections totaled \$80,684,466 representing a collection rate of 87.99% of 2025 total adjusted tax levy, in comparison to the prior year of 89.14%.
- The total 2018 bond expenditures are approximately \$260.2 million with remaining funds of approximately \$109,367.
- The total 2023 bond expenditures are approximately \$138.7 million with remaining funds of approximately \$200.5 million.
- The total 2024 bond expenditures are approximately \$11.1 million with remaining funds of approximately \$27 million.

Presentation Only.

- **4C - Update on Board Advisory Committees**  
The Chairs of the three Board Advisory Committees will present updates on work completed since the formation of the committees in Fall 2025.

Board Operating Procedures – Phillip Davis, Ph.D., Chair  
Board Advocacy – Erin Archer, Chair  
Strategic Planning Committee – Rob Aird, Chair

Presentation Only.

### **Consideration Items**

- **5A - Consideration of and Potential Action regarding Campus Name and Colors for High School No. 2**  
Lake Travis ISD has completed a community engagement process to gather input on the name and school colors for High School No. 2. The process followed Board Policy CW(LOCAL), which establishes guidelines for facility naming, with the final decision resting with the Board of Trustees. According to policy, facilities shall be named for local residential or geographic areas; regional, state, or national landmarks; and/or historical events.

Community members were invited to submit suggestions through an online Google Form posted on the district's website. The form was promoted through direct email to parents and staff; district and campus newsletters; electronic flyers; and district social media platforms. The form was available from December 3, 2025, through January 12, 2026.

More than 1,950 responses were received. The district appreciates the community's engagement and thoughtful input throughout this process. A summary of the feedback is provided in the attached slide deck.

**A MOTION** was made by Trustee Phillip Davis and seconded by Trustee Kris Woodcock to approve Highland Lakes as the name for High School No. 2.

The motion passed by a vote of 6 - 0.

**A MOTION** was made by Trustee Rob Aird and seconded by Trustee Phillip Davis to approve administration suggested colors of Dark Green, Light Blue and White as the colors for High School No. 2.

The motion passed by a vote of 6 - 0.

- **5B - Consideration of and Request for Approval of Amendment No. 2 to the 2025-2026 Budget**

The general operating revenue budget amendment includes:

- Increase in prior year tax revenue collections of \$500,000.
- Decrease in interest earnings of \$300,000 due to declines in investment rates and a decrease in the amount invested from taxes after the new homestead exemptions.
- Decrease of \$226,000 in state funding for a prior year settle-up payment in the Foundation School Program.
- Increase in Medicaid/SHARS revenue of \$26,000 from the 2024 Cost Report.

There is no change in the estimated deficit of \$4,496,637 for the 2025-2026 fiscal year.

**A MOTION** was made by Trustee Erin Archer and seconded by Trustee Rob Aird to approve Amendment No. 2 to the 2025-2026 Budget, as presented.

The motion passed by a vote of 6 - 0.

- **5C - Consideration of and Request Approval of an Agreement with Travis County and Other Municipalities Regarding the May 2, 2026 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 Phillip Davis and seconded by Trustee Erin Archer to approve an Agreement with Travis County and Other Municipalities for the May 2, 2026 Joint Election, as presented.

The motion passed by a vote of 6 - 0.

- **5D - Consideration of and Request for Approval of an Election Services Agreement Between Travis County and Lake Travis ISD**

For the upcoming May 2, 2026 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 Erin Archer and seconded by Trustee Phillip Davis to approve the Election Services Agreement with Travis County, as presented.

The motion passed by a vote of 6 - 0.

- **5E - Consideration of and Request for Award of RFP #26-002 Farm to School Local Foods for Lake Travis ISD**

Under Section 44.031(a) of the Texas Education Code (TEC), all district contracts for the purchase of goods and services, valued at \$100,000 or more in the aggregate for each 12-month period, shall be made by the method that provides the best value for a district:

1. Competitive bidding;
2. Competitive sealed proposals;
3. A request for proposals;
4. An interlocal contract;
5. A method provided by Gov't Code ch. 2269 for construction services;
6. A reverse auction; and/or
7. A formation of a political subdivision corporation in accordance with Local Gov't Code 304.001 (purchase of electricity).

Lake Travis ISD Food and Nutrition Services (FANS) currently purchases food and supplies through the Texas 20 and Premier Purchasing Cooperatives. However, these purchasing cooperatives do not offer a large variety of locally sourced items. In alignment with Lake Travis ISD FANS initiatives and to procure and offer more locally

sourced products at competitive pricing, a Farm to School Local Foods request for proposal (RFP) was released.

Lake Travis ISD issued RFP #26-002 for the procurement of locally sourced food items and received six responses. The evaluation team was composed of three employees from the FANS Department, two employees from the Purchasing Department, and one employee from the Curriculum and Instruction Department.

Administration recommends to award vendors by product line item as presented in the Evaluation Summary.

**A MOTION** was made by Trustee Rob Aird and seconded by Trustee Kris Woodcock to award the Farm to School Local Foods bid to the list of vendors, as presented.

The motion passed by a vote of 6 - 0.

- **5F - Consideration of and Request for Adoption of Resolution 021826-01 Authorizing Wage Payments for Employees Impacted by the January 26-27, 2026 School Closure**

On January 26-27, 2026, LTISD was closed due to inclement weather. Resolution No. 021826-01 authorizes wage payments for all regular full-time and part-time employees—contractual and noncontractual, salaried and non-salaried—who would have otherwise been scheduled to work on January 26-27, 2026. This resolution ensures employees do not suffer a loss of pay due to the closure, supporting staff morale, reducing turnover, and ensuring continuity of operations. Additionally, nonexempt employees who were required to work during the emergency closure will receive premium pay, including time-and-a-half where applicable, in accordance with Board Policy DEA(LOCAL).

**A MOTION** was made by Trustee Phillip Davis and seconded by Trustee Erin Archer to adopt Resolution 021826-01, as presented.

The motion passed by a vote of 6 - 0.

- **5G - Consideration of and Request for Approval of the Library Materials Procurement List Recommended by the School Library Advisory Council (SLAC)**

In response to Senate Bill 13, the Lake Travis ISD School Library Advisory Council (SLAC) was established by the Board of Trustees to oversee the school library materials approval and challenge process.

The Lake Travis ISD School Library Advisory Council (SLAC) presents its recommendation for the attached list of proposed books for purchase. District librarians selected these titles to support curriculum, address collection gaps, and encourage student reading. The list was publicly posted for at least 30 days to allow parents and community members to review and submit comments, all of which were shared with the Board. This action pertains only to the purchase of new or replacement materials with ISBN numbers not currently represented in the district library catalog. Approval of this recommendation will keep the district aligned with Board policy, maintain transparency, and provide robust, high-quality library collections that enrich instruction, foster student achievement, and cultivate engaged, lifelong readers.

**A MOTION** was made by Trustee Phillip Davis and seconded by Trustee Kris Woodcock to approve the library materials procurement list as recommended by the School Library Advisory Council (SLAC), as presented.

The motion passed by a vote of 6 - 0.

- **5H - Consideration of and Potential Action regarding Designated Daily Period of Prayer in accordance with Senate Bill 11**

Senate Bill 11 authorizes, but does not require, a school district to adopt a policy establishing a daily period during the school day for voluntary prayer and the voluntary reading of the Bible or other religious text. The statute contemplates Board action through adoption of a resolution and related local policy and procedures.

Separately, federal and state law already protect the rights of students and employees to engage in voluntary prayer and religious expression at school, so long as participation is voluntary, the District does not sponsor or coerce religious activity, and instructional time and school operations are not disrupted. This agenda item is intended to summarize those existing protections and to explain what SB 11 would add or require if the Board chooses to adopt the resolution.

SB 11 further requires the Board to take formal action by March 1, 2026, to either adopt or decline implementation. Accordingly, this item is presented for discussion and a record vote. SB 11 specifies the language required in the Board's resolution, a model of which is included in the Board packet for consideration.

**A MOTION** was made by Trustee Phillip Davis and seconded by Trustee Rob Aird to decline to adopt a resolution regarding a designated daily period of prayer and reading of religious text pursuant to Senate Bill 11.

The motion passed by a vote of 6 - 0.

### **Consent Agenda**

- **6A - Approval of Administrator Personal Services Contracts under HB 3372**
- **6B - Approval of January 21, 2026 Regular Board Meeting Minutes and January 28, 2026 Special Called Board Meeting Minutes**
- **6C - Approval of a Burnet County 4-H Adjunct Faculty Agreement and Extracurricular Resolution**

A **MOTION** was made by Trustee Phillip Davis and seconded by Trustee Erin Archer to approve the consent agenda, as presented.

The motion passed by a vote of 6 - 0.

### **Closed Session**

Trustees recessed into a closed session at 7:27 p.m. February 18, 2026

- **Closed Session in accordance with Texas Government Code 551.001 et. seq.**
  1. **Section 551.071** - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law, including consultation with legal counsel regarding proposed revisions to the Superintendent's employment contract and related legal considerations.  
**Section 551.074** - For the purpose of discussing the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or to hear complaints or charges against a public officer or employee, including a discussion of proposed revisions to the Superintendent's employment contract.

### **Open Session**

Time reconvened 8:29 p.m. on February 18, 2026 – Trustee Jonathan Bove did not return to open session after the Trustees returned from closed session.

- **8A - Consideration of and Possible Action regarding Approval of a Revised Superintendent Employment Contract, and Authorization for the Board President to Execute the Contract on behalf of the District**

A **MOTION** was made by Trustee Rob Aird and Seconded by Trustee Phillip Davis that the Board approve the revised Superintendent Employment Contract presented to the Board and discussed in closed session, authorize the Board President to execute the contract on behalf of the District, and authorize the District's legal counsel to make non-substantive revisions, corrections, and conforming changes consistent with Board action prior to execution

The motion was passed by a vote of 5 - 0.

**Adjournment**

There being no further action, the February 18, 2026 Board of Trustees' meeting adjourned on February 18, 2026 at 8:30 p.m.

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Lauren White, President

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Erin Archer, Secretary



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Approval of Attendance Waiver Submission to the Texas Education Agency

### RECOMMENDED ACTION

**Administration recommends approval of the Attendance Waiver Submission to the Texas Education Agency.**

### RATIONALE

In accordance with the Texas Education Code §7.056 and TEA's 2025–2026 Low Attendance Day Waiver guidelines, school districts may request waivers for instructional days on which attendance falls 10 percentage points or more below the prior-year average attendance rate, due to qualifying conditions such as weather disruptions, health concerns, or safety-related incidents.

LTISD experienced significantly reduced attendance on the following dates for the reasons listed:

- December 15–19, 2025: A localized outbreak of illness at Lakeway Elementary School led to sustained low attendance for five consecutive days. The impact of the illness was concentrated at this campus but met the criteria for a low attendance day waiver based on a drop of more than 10 percentage points below the prior year's campus average.

Each of these dates meets the Texas Education Agency's threshold for requesting a Low Attendance Day Waiver. Approval of this waiver will:

- Ensure these dates are excluded from Average Daily Attendance (ADA) and Foundation School Program (FSP) funding calculations
- Prevent loss of funding due to extraordinary circumstances outside district control
- Maintain compliance with state attendance reporting and waiver procedures
- Support continued instructional and calendar stability

### BUDGET PROVISIONS

None

### RESOURCE PERSONNEL

Tasha Barker – Assistant Superintendent of Organizational Services

Betsy Russell – Director of Quality Assurance

### ATTACHMENTS

None

### MEETING DATE

March 25, 2026



**To: Board of Trustees, Lake Travis Independent School District**  
**From: Advisory Committee for Education**  
**Date: March 10, 2026**  
**Subject: Written Comments on Proposed TEA Waiver**

**Waiver Application Overview**

- Waiver Type: **Low Attendance Day Waiver**
- Time Period: December 2025

**Committee Review and Action**

The ACE met on March 10, 2026, to review information related to the waiver mentioned above. This review took place prior to the Board of Trustees meeting on March 25, 2026, in compliance with TEC §7.056.

**Requested action:**

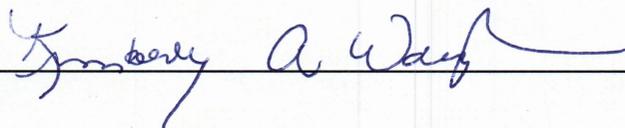
Support for a request to the LTISD Board of Trustees for approval of a Low Attendance Day Waiver to the Texas Education Agency.

**Committee Comments/Feedback**

- Option A (Approval/Support):** The committee supports the submission of this waiver request.
- Option B (Conditional Approval/Support):** The committee supports this waiver, provided that \_\_\_\_\_
- Option C (Concerns):** The committee has concerns regarding \_\_\_\_\_

**Any Additional Comments:**

**Signature**

Committee Representative: 

Date: 3/10/26

At the March 10, 2026 ACE Committee meeting, a quorum was not established. As a result, an Attendance Waiver feedback Google Form was distributed to ACE Committee members on March 11, 2026.

A total of 20 out of 29 members responded with only one member providing comments.

Feedback from ACE Committee members included the following:

- Agree that state funding should be recaptured for low attendance due to corner cases like illnesses breakout



## **AGENDA ITEM ACTION SHEET**

### **AGENDA ITEM**

Approval for Submission of a Foreign Exchange Student Waiver Application to the Texas Education Agency

### **RECOMMENDED ACTION**

**Administration recommends approval for the submission of a Foreign Exchange Student Waiver application to the Texas Education Agency for the 2026–2027, 2027–2028, and 2028–2029 school years.**

### **RATIONALE**

The Foreign Exchange Student Waiver allows school districts to limit the number of foreign exchange students admitted at the high school level. Lake Travis High School receives multiple requests each year to enroll foreign exchange students. While the District values the educational and cultural benefits these students bring, accepting too many in a given year can create administrative and operational burdens for both the campus and the District. Texas school districts may apply to the Texas Education Agency for an expedited waiver to limit the number of foreign exchange students admitted each year.

TEA will not consider a waiver request that limits the number of foreign exchange students to fewer 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 high school to five for the 2026–2027, 2027–2028, and 2028–2029 school years.

The foreign exchange student waiver application was submitted to the district level planning and decision-making committee as required by Texas Education Code §7.056(b)(2). The ACE committee agreed that submitting a waiver was necessary and recommended that the District request approval from the Board of Trustees to submit such a waiver to the Texas Education Agency.

### **BUDGET PROVISIONS**

None

### **RESOURCE PERSONNEL**

Lyndsaë Benton, Ed.D. – Executive Director of Curriculum and Instruction  
James Bush – Principal, Lake Travis High School

### **ATTACHMENTS**

ACE – Foreign Exchange Waiver

### **MEETING DATE**

March 25, 2026





**To: Board of Trustees, Lake Travis Independent School District**  
**From: Advisory Committee for Education**  
**Date: March 10, 2026**  
**Subject: Written Comments on Proposed TEA Waiver**

**Waiver Application Overview**

- Waiver Type: **Foreign Exchange Waiver**
- Time Period: 2026-2027, 2027-2028, and 2028-2029

**Committee Review and Action**

The ACE met on March 10, 2026, to review information related to the waiver mentioned above. This review took place prior to the Board of Trustees meeting on March 25, 2026, in compliance with TEC §7.056.

**Requested action:**

Support for a request to the LTISD Board of Trustees for approval to submit a Foreign Exchange Waiver to the Texas Education Agency for the 2026-2027, 2027-2028, and 2028-2029 school years, limiting the number of foreign exchange students to 5 for any LTISD high school.

**Committee Comments/Feedback**

- Option A (Approval/Support):** The committee supports the submission of this waiver request.
- Option B (Conditional Approval/Support):** The committee supports this waiver, provided that \_\_\_\_\_
- Option C (Concerns):** The committee has concerns regarding \_\_\_\_\_

**Any Additional Comments:**

**Signature**

Committee Representative: \_\_\_\_\_ 

Date: 3/10/26



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Approval of TEA Expedited Waiver for Staff Development Minutes

### RECOMMENDED ACTION

**Administration recommends approval of the TEA Expedited Waiver for Staff Development Minutes.**

### RATIONALE

Lake Travis ISD seeks approval to apply for a Staff Development Minutes Waiver for the 2026–2027 school year. Because the waiver application was not yet available when the Board approved the instructional calendar, the affected professional development days were identified on the calendar pending release of the TEA waiver process. This is an expedited waiver that TEA grants upon submission.

The waiver allows the District to count up to 2,100 staff development minutes toward the 75,600 instructional minutes required by Texas Education Code section 25.081. This flexibility allows the District to provide staff training on educational strategies designed to improve student performance in lieu of student instruction during the school year. The waiver may not be used before the first day of student instruction or after the last day of student instruction.

The requested waiver dates are September 21, 2026; October 30, 2026; January 5, 2027; and February 11, 2027.

As part of the calendar development process, the waiver request was submitted to the District Level Planning and Decision-Making Committee, ACE (Advisory Committee for Education), for comment as required by Texas Education Code section 7.056(b)(2) and Board Policy BF.

### BUDGET PROVISIONS

None

### RESOURCE PERSONNEL

Kathy Burbank – Director of Accountability & Achievement

### ATTACHMENTS

Waiver Form

2026–2027 Lake Travis ISD Approved Instructional Calendar Pending Waiver

ACE – Staff Development Waiver

### MEETING DATE

March 25, 2026



# Waivers

## 2025-2026 Application for Staff Development Minutes Waiver

Waiver ID: 88153

### Application Information

Category: Expedited

Creator: Kathy Burbank, District Editor

Status: Draft

Creation Date: 3/6/2026

Approving Superintendent:

Assigned To: Kathy Burbank

### LEA Contact

Full Name:

Phone: Ext:

Email:

### LEA Information

LEA: LAKE TRAVIS ISD (227913)

Address: 3322 RANCH RD 620 S, AUSTIN, TX 78738-6801

Phone: (512) 533-6020

### Date of LEA Board of Trustees Approval

Date:

### Information

Pursuant to Texas Education Code (TEC) §25.081 this waiver allows the district or charter school to train staff on various educational strategies designed to improve student performance in lieu of a maximum of:

- 2,100 minutes of student instruction for districts and charter schools that provide operational and instructional minutes; or
- 5 days of student instruction for charter schools that provide 180 days of operation

### Requested Years

### LEA Attachments (0)

There are no LEA attachments.

# 2026-2027 Lake Travis ISD Instructional Calendar

| July 2026 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| 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 2026 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| 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 2026 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| 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 2026 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| 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 2026 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| 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 2026 |    |    |    |     |    |    |
|---------------|----|----|----|-----|----|----|
| 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 2027 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| 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 2027 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| 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 2027 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| 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 2027 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| 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 2027 |    |    |     |    |    |    |
|----------|----|----|-----|----|----|----|
| 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 2027 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| 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 |    |    |    |

First/Last Day of School

Holiday Students/Staff

Student Holiday/Staff Day

Green outline - start grading

STAAR Window

Early Release District-wide 05/27/2027

Early Release Times

Red outline - end grading

PD Waiver Minutes

LTHS Only Early Release 12/17 & 05/26

Elementary 11:40 p.m.

Secondary 12:50 p.m.

School Day Times

Elementary 7:40-3:00

Secondary 8:50-4:10

Board Approved: November 2025

2 Bad Weather Days Banked

| Dates              | Details  |
|--------------------|--|
| August 3rd-11th    | Beginning of Year Staff Days   |
| August 12th        | First Day of School  |
| September 7th      | Labor Day, No School for Students or Staff                                 |
| September 21st     | Yom Kippur, Student Holiday/Staff PD Day                                   |
| October 9th        | Student Holiday/Staff Day, Parent Teacher Conferences                      |
| October 12th       | Columbus Day, No School for Students or Staff                              |
| October 30th       | Student Holiday/Staff PD Day   |
| November 2nd       | Student Holiday/Staff Day, Parent Teacher Conferences                      |
| November 23rd-27th | Thanksgiving, No School for Students or Staff                              |
| December 1st-4th   | EOC Retesting  |
| December 17th      | Last Day of 1st Semester, <i>Early Release for High School Campus ONLY</i> |
| Dec 18th-Jan 1st   | Winter Break, No School for Students or Staff                              |
| January 4th        | Student Holiday/Staff Day  |
| January 5th        | Student Holiday/Staff PD Day   |
| January 18th       | MLK Day, No School for Students or Staff                                   |
| February 11th      | Student Holiday/Staff PD Day   |
| February 12th      | Student Holiday/Staff Day, Parent Teacher Conferences                      |
| February 15th      | Presidents' Day, No School for Students or Staff                           |
| March 15th         | Spring Break, No School for Students or Staff                              |
| March 26th         | Good Friday, No School for Students or Staff                               |
| April 7th          | Gr 3-8 RLA, English I, English II STAAR                                    |
| April 13th         | 8th Social Studies STAAR   |
| April 14th         | 5th Science, Biology, US History STAAR                                     |
| April 15th         | 8th Science  |
| April 20th         | Gr 3-8 Math, Algebra 1 STAAR   |
| April 23rd         | No School for Students or Staff  |
| April 26th         | No School for Students or Staff  |
| May 3rd-14th       | CollegeBoard Advanced Placement (AP) Testing                               |
| May 26th           | <i>Early Release for High School Campus ONLY</i>                           |
| May 27th           | Last day of School, Early Release District-wide                            |
| May 28th           | Student Holiday/Staff Day  |
| May 31st           | Memorial Day   |



**To:** Board of Trustees, Lake Travis Independent School District  
**From:** Advisory Committee for Education  
**Date:** March 10, 2026  
**Subject:** Written Comments on Proposed TEA Waiver Request for Staff Development

**Waiver Application Overview**

- Waiver Type: Expedited General State Waiver - Staff Development
- Targeted Requirement: 2100 instructional minutes
- Time Period: 2026-2027 (September 21; October 30; January 5; February 11)

**Committee Review and Action**

The ACE met on March 10, 2026, to review the waiver application mentioned above. This review took place prior to the Board of Trustees meeting on March 25, 2026, in compliance with TEC §7.056.

**Requested Action:**

Support for a request to the LTISD Board of Trustees for approval to submit a Staff Development Waiver to the Texas Education Agency for the 2026-2027 school year to provide professional development on September 21, 2026; October 30, 2026; January 5, 2027, and February 11, 2027.

**Committee Comments/Feedback**

- Option A (Approval): The committee supports the submission of this waiver request. We believe this waiver is necessary to allow for essential professional development for staff.
- Option B (Conditional Approval): The committee supports this waiver, provided that \_\_\_\_\_
- Option C (Concerns): The committee has concerns regarding \_\_\_\_\_

**Any Additional Comments:**

**Signature**

Committee Representative: Laura Roselli

Date: 3-10-26



## **AGENDA ITEM ACTION SHEET**

### **AGENDA ITEM**

Approval of the 2026–2027 Annual Certification of Provision of Instructional Materials

### **RECOMMENDED ACTION**

**Administration recommends ratification of the 2026–2027 Annual Certification of Provision of Instructional Materials.**

### **RATIONALE**

In accordance with Texas Education Code 31.1011, local school systems are required to annually certify to the State Board of Education (SBOE) and the TEA commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education. Additionally, school systems are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children’s Internet Protection Act and any other law or regulation that protects students from obscene or harmful content.

The Certification of Provision of Instructional Materials process requires ratification of the 2026–2027 Prework Form by the Board of Trustees in an open public meeting prior to the submission of the Certification Survey.

### **BUDGET PROVISIONS**

None

### **RESOURCE PERSONNEL**

Dr. Lyndsa Benton – Executive Director of Curriculum and Instruction  
Anna Catherine Alvis – Instructional Technology Coordinator

### **ATTACHMENTS**

Certification of Provision of Instructional Materials Survey 2026–27 Prework Form

### **MEETING DATE**

March 25, 2026

# PREWORK FORM



## **Certification of Provision of Instructional Materials Survey 2026–27**

# Table of Contents

- Survey Prewrite Form ..... 4
  - 2026–27 Certification of Provision of Instructional Materials ..... 4
- Certification 2026–27 Survey Questions ..... 8
  - Background Information ..... 8
  - Local School System Information ..... 8
- Reading Language Arts Certification ..... 10
  - Scope and Sequence: All Grade Levels RLA ..... 10
  - English Reading Language Arts K–5 TEKS Coverage Certification ..... 10
  - English Reading Language Arts K–5 Instructional Materials ..... 10
  - Spanish Reading Language Arts K–5 TEKS Coverage Certification ..... 12
  - Spanish Reading Language Arts K–5 Instructional Materials ..... 12
  - English Reading Language Arts (RLA) 6–8 TEKS Coverage Certification ..... 13
  - English Reading Language Arts (RLA) 6–8 Instructional Materials ..... 14
  - English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification ..... 14
  - English Reading Language Arts (RLA) 9–12 Instructional Materials ..... 15
- Mathematics Certification ..... 16
  - Scope and Sequence: All Grade Levels Mathematics ..... 16
  - Mathematics K–5 TEKS Coverage Certification ..... 16
  - Mathematics K–5 Instructional Materials ..... 16
  - Mathematics 6–8 TEKS Coverage Certification ..... 17
  - Mathematics 6–8 Instructional Materials ..... 17
  - Advanced Mathematics 6–8 Instructional Materials ..... 18
  - Mathematics 9–12 TEKS Coverage Certification ..... 19
  - Mathematics 9–12 Instructional Materials ..... 19
- Social Studies Certification ..... 20
  - Scope and Sequence: All Grade Levels Social Studies ..... 20
  - Social Studies K–5 TEKS Coverage Certification ..... 20
  - Social Studies K–5 Instructional Materials ..... 20
  - Social Studies 6–8 TEKS Coverage Certification ..... 21
  - Social Studies 6–8 Instructional Materials ..... 21

Social Studies 9–12 TEKS Coverage Certification.....22

Social Studies 9–12 Instructional Materials.....23

Science Certification ..... 24

    Scope and Sequence: All Grade Levels Science.....24

    Science K–5 TEKS Coverage Certification .....24

Science K–5 Instructional Materials ..... 24

    Science 6–8 TEKS Coverage Certification.....25

    Science 6–8 Instructional Materials .....25

    Science 9–12 TEKS Coverage Certification .....26

    Science 9–12 Instructional Materials .....26

The Children’s Internet Protection Act ..... 28

Additional Informational Questions (Optional)\* ..... 29

    Other Certified Subject Areas .....32

Certification 2026–27 Survey Ratification ..... 33

# Survey Prewrite Form

## 2026–27 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code \(TEC\) §31.1011](#) local school systems are required to annually certify to the State Board of Education (SBOE) and TEA commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, school systems are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) TEC, Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The Certification 2026–27 Survey includes a section for school systems to certify they meet this requirement.

TEA utilizes the following tools for the Certification of Provision of Instructional Materials process:

- **Certification 2026–27 Prewrite Form:** The prewrite form is a fillable and printable PDF intended to mirror the online survey and provide guidance for successful survey completion. The prewrite form should be completed offline and presented to the board of trustees or governing body for ratification and signatures.
- **Certification 2026–27 Survey:** The survey is a web-based application where school systems will submit the responses collected on the Certification 2026–27 Prewrite Form and upload the signature page.
  - The Certification 2026–27 Survey will be open for submissions beginning **Tuesday, February 17, 2026**.

The 2026–27 Certification of Provision of Instructional Materials process requires:

- The completion of the Certification 2026–27 Prewrite Form,
- Ratification by the local school system's board of trustees or governing body in an open, public-noticed meeting, and
- Submission of the Certification 2026–27 Survey and upload the last page of the ratified Certification 2026–27 Prewrite Form.

TEA recommends that local school systems complete the prewrite form and survey by **May 1, 2026**. The prewrite form and survey can be found on the [Certification of Provision of Instructional Materials](#) web page.

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 31, 2026, and is scheduled to reopen on May 15, 2026. Completion of the Certification process **is required** to regain access to allotment funds when EMAT reopens.

Certification 2026–27 Survey submissions received after May 15, 2026, are typically processed within five business days of receipt, and access to allotment funds in EMAT will follow.

## Certification of Provision of Instructional Materials Process Steps

1. **Review the Certification 2026–27 Prewrite Form:** Print the fillable Certification 2026–27 Prewrite Form on the [Certification of Provision of Instructional Materials](#) web page.
2. **Gather information:** The form may require consultation with content area leaders or other local school system staff.
3. **Complete Certification 2026–27 Prewrite Form:** Complete the prework form by hand or digitally.
4. **Schedule and obtain needed signatures:** Coordinate placement of the Certification 2026–27 Prewrite Form on the agenda of an open, publicly noticed board meeting and secure formal ratification by the local school system’s board of trustees or governing body.
5. **Submit Certification 2026–27 Survey:** Complete the online Certification 2026–27 Survey by answering the questions. Inside the survey, upload the last page of the signed and ratified Certification 2026–27 Prewrite Form from step 4.

The survey will be open for submissions beginning Tuesday, February 17, 2026, and will be located on the [Certification of Provision of Instructional Materials](#) web page.

## Additional Supports

For the Certification of Provision of Instructional Materials process, local school systems are highly encouraged to:

- View detailed Instructional Materials Review and Approval (IMRA) reports for all instructional materials reviewed through the IMRA process at [im.tea.texas.gov](http://im.tea.texas.gov).
- Refer to the IMRA List of [SBOE-Approved Instructional Materials](#) and [SBOE-Rejected Instructional Materials](#).
- Attend the TEA webinar about the Certification of Provision of Instructional Materials process for 2026–27 on **Tuesday, February 17th, at 11:00 a.m. CST**. [Registration](#) is required.
- Attend TEA office hours to get help and support with the Certification of Provision of Instructional Materials process; registration is required.
  - Monday, March 2nd, at 11:00 a.m. CST | [Register on Zoom](#)
  - Thursday, March 5th, at 11:00 a.m. CST. | [Register on Zoom](#)
- View the [Certification of Provision of Instructional Materials Resource List | 2026–27](#)
- Request a copy of the previous year’s submission (if needed) by submitting a [Help Desk Ticket](#).

For questions about the Certification of Provision 2026–27 Prework Form, survey, or process, please submit a [Help Desk ticket](#).

## Terminology

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier one or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.
- **SBOE-Approved Instructional Materials:** SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials:** state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

## Qualtrics Survey and Prework Form Guidance

Please note that the format of the Certification 2026–27 Prework Form **will not** match the appearance of the official Certification 2026–27 Qualtrics Survey. While the **questions are identical**, this form uses **open-ended text boxes** for responses. In the survey, the questions will be presented with **drop-down menus** containing predefined answer choices.

To help support completion of the Certification 2026–27 Prework Form accurately—and to ensure responses align with the options that will appear in the survey—an [additional resource](#) is provided. The Certification of Provision of Instructional Materials Resource List provides all the instructional materials that will appear in the survey's questions with drop-down menus.

Please ensure the naming convention for the products you list on this form mirrors the naming convention on the resource list (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align with the predefined answer choices provided on the survey drop-down menus.

If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, you will be asked to manually enter the publisher and product name(s).

It is highly recommended to refer to [this resource](#) while completing this prework form.

## **Instructional Materials Procurement Reminder**

Beginning in the 2026–27 school year, local school systems may not locally adopt, use, or spend any funds to procure materials placed on the list of SBOE-Rejected Instructional Materials (TEC, §§31.024 and 31.106).

# Certification 2026–27 Survey Questions

## Background Information

**QUESTION 1.0:**

Name of person completing this form:

Lyndsaë Benton

**QUESTION 1.1:**

Your email address:

bentonl@ltisdschools.org

**QUESTION 1.2:**

Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

## Local School System Information

Please note: The information provided will be publicly accessible. Only school-related details should be entered in the fields below (e.g., use work-related email addresses).

**QUESTION 2.0:**

Region #

13

**QUESTION 2.1:**

School system name and number

Lake Travis ISD 227913

**QUESTION 2.2:**

Name of superintendent

Dr. Curtis Null

**QUESTION 2.3:**

Email address of the superintendent

nullc@ltidschools.org

**QUESTION 2.4:**

Name of the school board president or officer of the governing body

Lauren White

**QUESTION 2.5:**

Email address of the school board president or officer of the governing body

whitela@ltidschools.org

**QUESTION 2.6:**

Date of the local board of trustees or governing body meeting at which the certification prework form was presented and approved?

March 25, 2026

# Reading Language Arts Certification

## Scope and Sequence: All Grade Levels RLA

### QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the local school system level and generally consistent across classrooms within the same grade level?

Yes

No

## English Reading Language Arts K–5 TEKS Coverage Certification

### QUESTION 4.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.) [Single Select]

Yes

No

## English Reading Language Arts K–5 Instructional Materials

### QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**English RLA and/or Phonics grades K-5** full-subject and/or supplemental publisher(s)/ product(s) used:

Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade 1  
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade 2  
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade 3  
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade 4  
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade 5  
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt Into Reading Grade K  
Learning Without Tears; Handwriting Without Tears Kindergarten  
Learning Without Tears; Handwriting Without Tears 1st Grade  
Learning Without Tears; Handwriting Without Tears 2nd Grade  
Learning Without Tears; Handwriting Without Tears 3rd Grade  
Learning Without Tears; Handwriting Without Tears 4th Grade  
Learning Without Tears; Handwriting Without Tears 5th Grade  
Amplify Education Inc; mCLASS Texas Edition  
BrainPOP; BrainPOP Jr (K-3)  
BrainPOP; BrainPOP K-8+  
Discovery Education Inc; Discovery Education Experience  
Flocabulary; Flocabulary Language Arts and Vocabulary  
Learning, iXL Language Arts  
Lexia; Core 5 Reading  
Literacy Resources LLC; Heggerty Phonemic Awareness Curriculum  
Learning A-Z LLC; RAZ Plus

**QUESTION 5.1:**

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Reading Language Arts, Edition 1 (grades K-5) in their classroom on a regular basis?

N/A

**QUESTION 5.2:**

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Foundational Skills, Edition 1 (grades K-3) in their classroom on a regular basis?

N/A

# Spanish Reading Language Arts K–5 TEKS Coverage Certification

## QUESTION 6.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

# Spanish Reading Language Arts K–5 Instructional Materials

## QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**Spanish RLA and/or Phonics grades K–5** full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 1  
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 2  
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 3  
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 4  
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade 5  
Houghton Mifflin Harcourt; Texas Houghton Mifflin Harcourt ¡Arriba la lectura! Grade K  
Renaissance Learning Inc; Renaissance Learning  
Amplify Education Inc; Boost Lectura  
Amplify Education Inc; mCLASS Lectura  
BrainPOP; BrainPOP Jr (K-3)  
BrainPOP; BrainPOP K-8+  
Estrellita: K–1 Reading Program  
Flocabulary; Flocabulary Language Arts and Vocabulary  
Learning A-Z LLC; Raz Plus Espanol  
IXL Learning; IXL Spanish Language Arts  
Summit K-12; Accelerated Literacy & Language Development  
Texas State Library and Archives Commission; TexQuest Research Database

## QUESTION 7.1:

(If above answer includes Aprendizaje Bluebonnet instructional materials):

What is the estimated unique count of students in your local school system that are using Aprendizaje Bluebonnet Artes del lenguaje y lectura, (grados K-5) in their classroom on a regular basis?

N/A

**QUESTION 7.2:**

What is the estimated unique count of students in your local school system that are using Aprendizaje Bluebonnet Destrezas fundamentales, (grados K-3) in their classroom on a regular basis?

N/A

## English Reading Language Arts (RLA) 6–8 TEKS Coverage Certification

**QUESTION 8.0:**

For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

## English Reading Language Arts (RLA) 6–8 Instructional Materials

### QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**English RLA grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

The College Board; SpringBoard English Language Arts Grade 6 2020 Texas Edition  
The College Board; SpringBoard English Language Arts Grade 7 2020 Texas Edition  
The College Board; SpringBoard English Language Arts Grade 8 2020 Texas Edition  
BrainPOP; BrainPOP  
Discovery Education Inc; Discovery Education Experience  
Flocabulary; Flocabulary Language Arts and Vocabulary  
IXL Learning IXL; Language Arts  
NoRedInk Corp; NoRedInk  
Texas State Library and Archives Commission; TexQuest Research Database  
Vista Higher Learning; Get Ready!

## English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

### QUESTION 10.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials.

Yes

No

# English Reading Language Arts (RLA) 9–12 Instructional Materials

## QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**English RLA grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:**

The College Board; SpringBoard English Language Arts English I 2021 Texas Edition (English I)  
The College Board; SpringBoard English Language Arts English II 2021 Texas Edition (English II)  
The College Board; SpringBoard English Language Arts English III 2021 Texas Edition (English III)  
The College Board; SpringBoard English Language Arts English IV 2021 Texas Edition (English IV)  
BrainPOP; BrainPOP  
College Board; AP Central Provided Assessments and Resources  
Discovery Education Inc; Discovery Education Experience  
Edgenuity Inc; Imagine Learning  
IXL Learning; IXL Language Arts  
NoRedInk Corp; NoRedInk  
Vista Higher Learning; Get Ready!  
Texas State Library and Archives Commission; TexQuest Research Database  
Subject Technologies; Subject

# Mathematics Certification

## Scope and Sequence: All Grade Levels Mathematics

### QUESTION 12.0:

Are instructional materials for mathematics managed at the school system-level and generally consistent across classrooms within the same grade level?

Yes

No

## Mathematics K–5 TEKS Coverage Certification

### QUESTION 13.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

## Mathematics K–5 Instructional Materials

### QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**Mathematics grades K–5** full-subject and/or supplemental publisher(s)/product(s) used:

Amplify Education, Inc.; Amplify Desmos Math Texas GK Student Blended Package  
Amplify Education, Inc.; Amplify Desmos Math Texas G1 Student Blended Package  
Amplify Education, Inc.; Amplify Desmos Math Texas G2 Student Blended Package  
Amplify Education, Inc.; Amplify Desmos Math Texas G3 Student Blended Package  
Amplify Education, Inc.; Amplify Desmos Math Texas G4 Student Blended Package  
Amplify Education, Inc.; Amplify Desmos Math Texas G5 Student Blended Package  
BrainPOP; BrainPOP Jr. and BrainPOP Math Resources  
Flocabulary; Flocabulary Math  
IXL Learning, Inc.; IXL Math Kindergarten  
IXL Learning, Inc.; IXL Math Grade 1  
IXL Learning, Inc.; IXL Math Grade 2  
IXL Learning, Inc.; IXL Math Grade 3  
IXL Learning, Inc.; IXL Math Grade 4  
IXL Learning, Inc.; IXL Math Grade 5  
Discovery Education Inc; Discovery Ed Experience

**QUESTION 14.1:**

(If above answers include Bluebonnet Learning instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

N/A

## Mathematics 6–8 TEKS Coverage Certification

**QUESTION 15.0**

For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

- Yes
- No

## Mathematics 6–8 Instructional Materials

**QUESTION 16.0:**

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**Mathematics grades 6–8** full-subject and/or supplemental publisher(s)/product(s) used:

Savvas Learning Company LLC; ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 6  
Savvas Learning Company LLC; ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 7  
Savvas Learning Company LLC; ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 8  
IXL Learning, Inc.; IXL Math Grade 6  
IXL Learning, Inc.; IXL Math Grade 7  
IXL Learning, Inc.; IXL Math Grade 8  
BrainPOP; BrainPOP Math Resources  
ExploreLearning; Gizmos Reflex and/or Frax  
Flocabulary; Flocabulary Math

**QUESTION 16.0B:**

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated unique count of students in your local school system that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

N/A

## Advanced Mathematics 6–8 Instructional Materials

**QUESTION 17.0:**

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **advanced mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**Advanced Mathematics grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas Learning Company LLC; ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 6  
Savvas Learning Company LLC; ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 7  
Savvas Learning Company LLC; ENVISION+ TEXAS MATHEMATICS 2027 (PRINT + DIGITAL), GRADE 8  
Savvas Learning Company LLC; ENVISION+ TEXAS AGA 2027 (PRINT AND DIGITAL), ALGEBRA I  
Savvas Learning Company LLC; ENVISION+ TEXAS AGA 2027 (PRINT AND DIGITAL), GEOMETRY  
IXL Learning, Inc.; IXL Math Grade 6  
IXL Learning, Inc.; IXL Math Grade 7  
IXL Learning, Inc.; IXL Math Grade 8  
IXL Learning, Inc.; IXL Math Geometry  
BrainPOP; BrainPOP Math Resources  
Flocabulary; Flocabulary Math  
ExploreLearning; Gizmos Reflex and/or Frax  
Discovery Education Inc; Discovery Education Experience

## Mathematics 9–12 TEKS Coverage Certification

### QUESTION 18.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

## Mathematics 9–12 Instructional Materials

### QUESTION 19.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**Mathematics grades 9–12** full-subject and/or supplemental publisher(s)/product(s) used:

Savvas Learning Company LLC; ENVISION+ TEXAS AGA 2027 (PRINT AND DIGITAL), ALGEBRA I  
Savvas Learning Company LLC; ENVISION+ TEXAS AGA 2027 (PRINT AND DIGITAL), ALGEBRA II  
Savvas Learning Company LLC; ENVISION+ TEXAS AGA 2027 (PRINT AND DIGITAL), GEOMETRY  
Pearson Education Inc. publishing as Prentice Hall; MyMathLab for School: Mathematical Models with Applications Texas Edition (Mathematical Models with Applications)  
BrainPOP; BrainPOP Math Resources  
College Board; AP Central Provided Assessments and Resources  
Edgenuity Inc; Imagine Learning Math  
IXL Learning; IXL Math  
Rice University; OpenStax (Non-Algebra 1 materials)  
Subject Technologies; Subject  
ExploreLearning; Gizmos Reflex and/or Frax

## Social Studies Certification

### Scope and Sequence: All Grade Levels Social Studies

**QUESTION 20.0:**

Are instructional materials for social studies managed at the school system level and generally consistent across classrooms within the same grade level?

Yes

No

### Social Studies K–5 TEKS Coverage Certification

**QUESTION 21.0:**

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

### Social Studies K–5 Instructional Materials

**QUESTION 22.0:**

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades K–5** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

### Social Studies grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

American Legacy Publishing dba Studies Weekly; Texas Community Studies Weekly (grade 3);  
American Legacy Publishing dba Studies Weekly; Texas Community Studies Weekly (Spanish Version) (grade 3);  
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly (grade 4);  
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly (Spanish) (grade 4)  
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly First Grade  
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly Kindergarten (grade K)  
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly Second Grade  
American Legacy Publishing dba Studies Weekly; Texas Studies Weekly Second Grade (Spanish)  
American Legacy Publishing dba Studies Weekly; USA Studies Weekly - 1565 to the Present (grade 5)  
American Legacy Publishing dba Studies Weekly; USA Studies Weekly - 1565 to the Present (Spanish) (grade 5)  
  
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Building Our Communities (grade 3)  
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Building Our Communities en español (grade 3)  
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies We Are Texas (grade 4)  
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies We Are Texas en español (grade 4);  
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Building Our Nation (grade 5);  
Pearson Education Inc. publishing as Scott Foresman; Texas MyWorld Social Studies Building Our Nation en español (grade 5)  
BrainPOP; BrainPOP Social Studies

## Social Studies 6–8 TEKS Coverage Certification

### QUESTION 23.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Social Studies 6–8 Instructional Materials

### QUESTION 24.0:

Select **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided

on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**Social Studies grades 6–8** full-subject and/or supplemental publisher(s)/product(s) used:

Houghton Mifflin Harcourt; Houghton Mifflin Harcourt Contemporary World Studies: People, Places, and Societies (grade 6)  
Houghton Mifflin Harcourt; Houghton Mifflin Harcourt Texas History (grade 7)  
Houghton Mifflin Harcourt; Houghton Mifflin Harcourt United States History: Early Colonial Period Through Reconstruction Texas (grade 8)  
Brain POP; BrainPOP Social Studies  
Discovery Education Inc; Discovery Education Experience  
Flocabulary; Flocabulary Social Studies  
IXL Learning; IXL Social Studies Grades 6-8

## Social Studies 9–12 TEKS Coverage Certification

### QUESTION 25.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select “yes” even if not all classrooms use the same materials)

Yes

No

# Social Studies 9–12 Instructional Materials

## QUESTION 26.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**Social Studies grades 9–12** full-subject and/or supplemental publisher(s)/product(s) used:

|   |
|---|
| McGraw-Hill School Education LLC; McGraw-Hill Education World Geography (World Geography Studies) |
| Rice University; OpenStax   |
| BrainPOP; BrainPOP Social Studies   |
| College Board; AP Central Provided Assessments and Resources                                      |
| Edgenuity; Imagine Learning   |
| IXL Learning; IXL Social Studies  |
| Subject Technologies; Subject   |
| Savvas Learning LLC. (formerly Pearson Education); Texas World History                            |
| BFW Publishing; Krugman's Economics for the AP Course   |
| BFW Publishing; Meyers' Psychology for the AP Course  |

# Science Certification

## Scope and Sequence: All Grade Levels Science

### QUESTION 27.0:

Are instructional materials for science managed at the school system level and generally consistent across classrooms within the same grade level?

Yes

No

## Science K–5 TEKS Coverage Certification

### QUESTION 28.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

# Science K–5 Instructional Materials

### QUESTION 29.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

## Science grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience Science, Grade K  
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience Science, Grade 1  
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience Science, Grade 2  
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience Science, Grade 3  
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience Science, Grade 4  
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experience Science, Grade 5  
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experimenta las Ciencias, Grade K  
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experimenta las Ciencias, Grade 1  
Savvas Learning Company LLC formerly Pearson K12 Learning; Texas Experimenta las Ciencias, Grade 2  
  
BrainPOP; BrainPOP Jr. and BrainPOP Science Resources  
  
Capstone; Pebble Go  
  
Discovery Education Inc; Discovery Ed Experience  
  
Flocabulary; Flocabulary Science  
  
IXL Learning; IXL Science Grades K-1  
IXL Learning; IXL Science Grades 2-5

## Science 6–8 TEKS Coverage Certification

### QUESTION 30.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Science 6–8 Instructional Materials

### QUESTION 31.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your local school system or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

Science grades 6–8 full-subject and/or supplemental publisher(s)/product(s) used:

McGraw-Hill School Division; McGraw Hill Texas Science Grade 6  
McGraw-Hill School Division; McGraw Hill Texas Science Grade 7  
McGraw-Hill School Division; McGraw Hill Texas Science Grade 8  
  
BrainPOP; BrainPOP Science Resources  
  
Discovery Education Inc; Discovery Ed Experience  
  
ExploreLearning; Explore Learning Gizmos  
  
Flocabulary; Flocabulary Science  
  
IXL Learning; IXL Science Grades 6-8

## Science 9–12 TEKS Coverage Certification

### QUESTION 32.0:

For school year 2026–27, will your local school system provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or district-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Science 9–12 Instructional Materials

### QUESTION 33.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

**Full-subject instructional materials** (often referred to as Tier one or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

**Supplemental Materials:** Instructional materials designed to supplement core products in instruction of one or more essential knowledge and skill.

**REMINDER:** Ensure the naming convention for the products you list on this form mirrors the naming convention on the [resource list](#) (e.g., no acronyms, no abbreviations, and the title is listed as written on the instructional material). This ensures the naming conventions refer to the accurate product and will align to the predefined answer choices provided on the Qualtrics survey drop-down menus. If your local school system uses a district-developed product, or if the product you use **does not appear** in the list, enter the full publisher and product names.

**Science grades 9–12 full-subject and/or supplemental publisher(s)/product(s) used:**

Accelerate Learning Inc.; STEMscopes Science TX - Biology  
Cengage Learning Inc.; Earth Systems Texas Edition  
Cengage Learning Inc.; Environmental Science: Sustaining Your World, Texas Edition  
eDynamic Holdings LP; Astronomy 1a/1b  
McGraw-Hill School Division; McGraw-Hill Texas Chemistry  
Summit K12 Holdings, Inc.; Dynamic Integrated Physics and Chemistry  
Summit K12 Holdings, Inc.; Dynamic Physics  
College Board; AP Central Provided Assessments and Resources  
Edgenuity Inc; Imagine Learning  
ExploreLearning; Explore Learning Gizmos  
IXL Learning; IXL Science  
Labster; Labster Virtual Lab Simulations and Resources

# The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

## **QUESTION 34.0:**

Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

Yes

No

## Additional Informational Questions (Optional)\*

### QUESTION 35.0:

Has your local school system used, or plan to use, [Instructional Materials Review and Approval \(IMRA\)](#) reports to inform local adoption decisions for ELAR, SLAR, phonics, and mathematics instructional materials?

Yes

No

### QUESTION 35.1:

**If "Yes" is selected:** In which subject area(s) have you used the IMRA reports to obtain information about the quality of products? \*

English reading language arts

Spanish reading language arts

English phonics

Spanish phonics

Full-subject, Tier one mathematics

Supplemental mathematics

**QUESTION 35.2:**

On a scale from 0 to 10, how likely are you to recommend the use of IMRA reports to support local adoption of HQIM? 0 (Not at all) to 10 (Extremely likely) \*

- 0.
- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

**QUESTION 36.0:**

Assessment Platform: Select the assessment platform (if any) your local school system leverages for unit/module, diagnostic, or interim, and for which type of assessments.

| Product                                 | Interim                             | Diagnostic                          | Unit/Module Formatives              |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| Eduphoria                               | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| DMAC                                    | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| Texas Formative Assessment Resource     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| STAAR Interim                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| Other:                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <input type="text" value="CLI Circle"/> |                                     |                                     |                                     |
| Other:                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <input type="text" value="IXL"/>        |                                     |                                     |                                     |
| Other:                                  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| <input type="text"/>                    |                                     |                                     |                                     |

**QUESTION 37.0:**

What approach does your school system take to making full-subject instructional materials available to teachers and staff?

- Teachers access educational applications through a Single Sign On platform (e.g., Clever, ClassLink)
- Teachers access educational applications within a Learning Management System (e.g., Schoology, Google Classroom, Canvas, Moodle)
- Teachers log directly to publisher curriculum platforms (e.g., HMH Ed, Savvas Realize, Amplify, Great Minds)
- Teachers access copied files or links within a Learning Management System (e.g., Google Classroom, Canvas, Moodle)
- Teachers access copied files or links within a Student Information System (e.g., PowerSchool, Infinite Campus, Skyward)
- Teachers access copied files or links in a shared cloud drive (e.g., Google Drive, OneDrive, Dropbox)
- Teachers access copied files or links through a district resource portal (e.g., SharePoint, Google Site, intranet)
- Other (Please Explain):

## Other Certified Subject Areas

### QUESTION 38.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills, as referenced in [Texas Education Code 28.002](#): [multiple select]

- Languages other than English (LOTE)
- Health, with emphasis on the importance of proper nutrition and exercise
- Physical education
- Fine arts
- Career and Technical Education (CTE)
- Technology applications
- Religious Literature, including the Hebrew Scriptures (Old Testament) and New Testament, and its impact on history and literature.
- Personal financial literacy
- None

# Certification 2026–27 Survey Ratification

[Print, Sign, and Upload via Qualtrics]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA)

**District County Number (6-digit ID):**

227913

**District Name:**

**Date of Ratification by Local School Board of Trustees or Governing Body:**

**Signature of the Board President and Secretary or Governing Board Officer**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

**After ratification, please scan the last page of this form and submit it to TEA through the electronic Qualtrics Certification of Provision of Instructional Materials Survey.**

- The Certification 2026–27 Survey will be available on the Certification of Provision of Instructional Materials web page and open for submissions beginning **Tuesday, February 17, 2026.**



## AGENDA ITEM ACTION SHEET

### AGENDA ITEM

Board Notification Under Board Policy CH(LOCAL) – Technology Bond Expenditure Report

### RECOMMENDED ACTION

**No action required. The item is provided for the Board's information.**

### RATIONALE

The 2023 Bond Program included funding for technology purchases such as classroom instructional equipment, infrastructure, and operational technology. Decisions regarding educational technology and infrastructure needs were discussed, planned, and vetted with District stakeholders and the District's Long Range Facilities Planning Committee. Under Board Policy CH(LOCAL), purchases of \$100,000 or more made through a cooperative purchasing program must be presented to the Board for notification.

The following purchases are being reported:

**All-in-one desktop computers** to replace obsolete computers across the District, utilizing the Texas DIR contract and Dell volume pricing, in the amount of \$870,000.00.

**Chromebooks** to replace obsolete primary-level devices across the District, utilizing the Texas DIR contract and Dell volume pricing, in the amount of \$550,000.00.

**Installation services** related to these technology purchases, including receiving, unboxing, warehousing, Chromebook enrollment, dynamic etching of serial numbers and the District logo, data handling, scheduled delivery to LTISD facilities, and on-site deployment and configuration, utilizing the Texas DIR contract and volume pricing, in the amount of \$791,735.28.

**Motorola radios and communication systems** for the Lake Travis ISD Police Department to comply with FCC and State of Texas encryption requirements for first-responder radio channels. Surrounding dispatch agencies are also required to comply with these mandates, and this upgrade ensures that LTISD police officers can continue communicating with those agencies. This purchase utilizes the Texas DIR contract and volume pricing, in the amount of \$368,320.00.

### BUDGET PROVISIONS

2023 Bond Program

### RESOURCE PERSONNEL

Aaron Schoenrock – Interim Director for Technology and Information Services



**ATTACHMENTS**

None

**MEETING DATE**

March 25, 2026