Meeting Minutes of the Board of Trustees
DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

A Regular Meeting of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT was held Monday, June 23, 2025, beginning at 6:00 PM in the Center for Learning and Leadership - Board Room .

Attendance:

Olivia Barnard:	Present
Kim Cousins:	Present
Shanda DeLeon:	Present
Mary Jane Hetrick:	Present
Rob McClelland:	Absent
Tricia Quintero:	Present
Stefani Reinold:	Present

1. CALL TO ORDER AND ESTABLISH QUORUM
2. PLEDGES OF ALLEGIANCE / MOMENT OF SILENCE
3. ANNOUNCEMENTS
4. RECOGNITIONS
   A. DSHS Tennis State Qualifiers
   B. DSHS Girls Softball State Qualifiers
   C. DSHS Baseball State Qualifiers
5. PUBLIC HEARING
   A. Public Hearing on the 2025-2026 Budget and Proposed Tax Rate 5
6. PUBLIC COMMENTS
   A. Posted Agenda Items
7. PRESENTATIONS AND DISCUSSION
   A. Leadership Spotlight - Board Highlights and Liaison Reports 25
8. CONSENT AGENDA

I move to approve the consent agenda as presented. This motion, made by Mary Jane Hetrick and seconded by Shanda DeLeon, Passed.
Yes: 6, No: 0

   A. Approval of Minutes for Recent Board Meetings 33
   B. Approval of the Texas College Bridge Program Agreement 39
   C. Approval of the Memorandum of Understanding between Rural Capital Area Workforce Development, Dripping Springs Chamber of Commerce and Dripping Springs ISD 44
   D. Approval of the Participation Agreement between the 51

Texas Higher Education Coordinating Board and Dripping Springs ISD
E. Approval of Contracts with Bayes Achievement Center for Residential Services 62
F. Approval of Official Attendance Taking Times 63
G. Approval to Hire Director of Finance 64
H. Approval to Hire School Safety Specialist 65
I. Approval of 2024-2025 Final Budget Amendment 66
J. Approval of 2025-2026 Accelerated Instruction Budget 76
K. Approval of CSP 24-25-006 Job Order Contracting (JOC) for Minor Construction Trades 78
L. Approval of PEC Underground & Utility Easement Agreements for DSHS 83
M. Approval of Agreement with PBK for Architectural and Engineering Services for the DSES Building Envelope Project 93
N. Approval of Agreement with PBK for Architectural and Engineering Services for the Dripping Springs High School Renovation Project 146
O. Approval of Agreement with PBK for Architectural and Engineering Services for the DSHS Secure Vestibule & Roof Replacement Project 198
P. Approval of Agreement with PBK for Architectural & Engineering Services for the 18+ Program Facility Project 251
Q. Approval of Agreement with Pfluger for Architectural and Engineering Services for the Rooster Springs Elementary School Renovation Project 302
R. Approval of Agreement with Pfluger for Architectural and Engineering Services for the Rooster Springs Elementary School Secure Vestibule & Maker Space Project 303
S. Approval of an Amendment to the Agreement with VLK for Architectural and Engineering Services for the Sycamore Springs Expansion Project 304

9. ACTION

A. Consideration / Approval of 2025-2026 Annual Budget 305
I move that the Board of Trustees adopt the 2025-2026 Dripping Springs ISD General Fund, Child Nutrition, and Debt Service Fund budgets, as proposed. This motion, made by Mary Jane Hetrick and seconded by Tricia Quintero, Passed.
Yes: 6, No: 0

B. Consideration / Approval of Resolution 2025-13 Committing Fund Balance 348
I move that the Board of Trustees approve Resolution 2025-13 committing fund balances in accordance with GASB 54 as attached. This motion, made by Kim Cousins and seconded by Olivia Barnard, Passed.
Yes: 6, No: 0

C. Consideration / Approval of Automobile, School Liability, Cyber Liability & Security, and Worker's Compensation 351

Insurance Renewal

I move that the Board of Trustees approve the renewal proposal issued by TASB Risk Management for automobile, school liability, cyber liability and security and workers' compensation insurance coverage for 2025-2026. This motion, made by Olivia Barnard and seconded by Kim Cousins, Passed.
Yes: 5, No: 0, Abstain (Without Conflict): 1
I move that the Board of Trustees approve the renewal proposal issued by TASB Risk Management for automobile, school liability, cyber liability and security and workers' compensation insurance coverage for 2025-2026. This motion, made by Olivia Barnard and seconded by Kim Cousins, Passed.
Yes: 5, No: 0, Abstain (Without Conflict): 1

D. Consideration / Approval of RFP 24-25-008 Property Insurance

I move that the Board of Trustees award RFP 24-25-008 to TASB Risk Management Fund for property and casualty insurance coverage for 2025-2026. This motion, made by Olivia Barnard and seconded by Kim Cousins, Passed.
Yes: 5, No: 0, Abstain (Without Conflict): 1
I move that the Board of Trustees award RFP 24-25-008 to TASB Risk Management Fund for property and casualty insurance coverage for 2025-2026. This motion, made by Shanda DeLeon and seconded by Olivia Barnard, Passed.
Yes: 5, No: 0, Abstain (Without Conflict): 1

E. Consideration / Approval of an Order by the Board of Trustees of Dripping Springs Independent School District Authorizing the Defeasance and Redemption of Certain Outstanding Bonds; Approving and Authorizing the Execution of an Escrow Agreement; Authorizing the Engagement of a Verification Agent; and Containing Other Provisions Relating Thereto 358

I move the Board of Trustees approve an Order by the Board of Trustees of Dripping Springs Independent School District authorizing the defeasance and redemption of certain outstanding bonds; approving and authorizing the execution of an escrow agreement; authorizing the engagement of a verification agent; and containing other provisions relating thereto. This motion, made by Mary Jane Hetrick and seconded by Tricia Quintero, Passed.
Yes: 6, No: 0

F. Consideration / Approval of an Order Authorizing the Issuance and Sale of One or More Series of Dripping Springs Independent School District Unlimited Tax School Building Bonds; Levying a Tax and Providing for the Security and Payment Thereof; Providing For the Award of the Sale Thereof in Accordance With Specified Parameters; Authorizing the Execution and Delivery of One or More Purchase Contracts and Paying Agent/registrar Agreements Relating to Such Bonds; Approving the Preparation of One or More Official Statements; and Enacting Other Provisions Relating Thereto 390

I move that the Board of trustees adopt the Order Authorizing the Issuance and Sale of One or More Series of Dripping Springs Independent School District Unlimited Tax School Building Bonds; Levying a Tax and Providing for the Security and Payment Thereof; Providing For the Award of the Sale Thereof in Accordance With Specified Parameters; Authorizing the Execution and Delivery of One or More Purchase Contracts and Paying Agent/registrar Agreements Relating to Such Bonds; Approving the Preparation of One or More Official Statements; and Enacting Other Provisions Relating Thereto. This motion, made by Kim Cousins and seconded by Mary Jane Hetrick, Passed.
Yes: 6, No: 0

10. REPORTS AND INFORMATION
A. Learning & Innovation Report 439
B. Finance Reports
1. Financial Reports for April 2025 444
2. 2024-2025 Budget - Actual Projections for May 2025 453
C. Operations Reports 455
1. 2018 and 2023 Bond Reports for April 2025 458
2. 2023 Bond Project Updates for June 2025 464
D. Human Resources Report 475
E. Superintendent's Report 481
1. Legal Fees
2. Out of State Student Travel
3. 2025-2026 Board Meeting Dates 487

11. CLOSED SESSION

Pursuant to Tex. Gov't Code Sections 418.175-182, 551.071, 551.072, 551.074, 551.076, 551.082, 551.0821, 551.089 and 551.129, the Board will deliberate in closed session on the following items:

A. Discussion of Hiring Director of Special Services

B. Discussion of Hiring Director of Assessment & Accountability

12. OPEN SESSION

A. Possible Action regarding Matters discussed in Closed Session

B. Consideration / Approval to Hire Director of Assessment and Accountability

I move to approve the Director of Assessment & Accountability as presented. This motion, made by Shanda DeLeon and seconded by Olivia Barnard, Passed.
Yes: 6, No: 0

C. Consideration / Approval to Hire Director of Special Services

I move to approve the Director of Special Services as presented. This motion, made by Shanda DeLeon and seconded by Mary Jane Hetrick, Passed.
Yes: 6, No: 0

13. ADJOURN

September 26, 2019
Date

Attest:

_____ _____

President, DSISD Board of Trustees Secretary, DSISD Board of Trustees

PUBLIC HEARING TO DISCUSS THE 2025-2026 BUDGET AND PROPOSED TAX RATE

June 23, 2025

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

2025-2026 BUDGET CALENDAR

Dec

- Presented Budget Calendar
- Reviewed Budget Assumptions and Parameter

Jan

- Board approved 2025-2026 Budget Assumptions/Parameter
- Board workshop; Budget Collaboration Committee recommendations

April

- Budget workshop:
- Deficit grew to $6 million,
- Cuts made to budget
- Legislative update

May

- Budget workshop: proposed budget
- Legislative update

June

- Public Meeting to Discuss Budget and Proposed Tax Rate
- Board adopts final amendment for 2024-2025
- Board adopts official budget for 2025-2026

Dripping Springs INDEPENDENT SCHOOL DISTRICT

2025-2026 BUDGET CALENDAR – TO COME

July: Certified Values

August: TEA certifies maximum compressed rate (MCR)
TEA notice to proceed with tax rate adoption

August: Amend & Adopt NEW Compensation Plan
AMEND Budget to incorporate 89th Legislative Session changes

September: Adopt Tax Rate

July – June: Amend budget as necessary

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

2025-2026 BUDGET & LEGISLATIVE IMPACT

- Basic Allotment: Increased by $55
  - Freezes increase in Golden Penny yield (swap of funds)
- ***New** Allotment for Basic Costs (ABC): $106 per Enrollment
  - To be used for utilities, property insurance, payroll taxes, employee benefits, transportation
- ***New** Allotment for Auxiliary Pay: $45 per ADA
  - Salaries for support staff (including counselors, nurses, librarians, teaching assistants, custodians, food service staff, bus drivers, administrative assistants, and other support staff but not including administrative staff)
- School Safety:
  - $20 per ADA and $33,540 per campus
- Overhaul of special education funding

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

2025-2026 BUDGET & LEGISLATIVE IMPACT

- **Teacher Pay Increase**
  - $2,500 per teacher for teachers with 3 or 4 years of experience
  - $5,000 per teacher for teachers with 5 or more years of experience

- **Employee pay raises**
  - What do we provide for 0-2 year teachers?
  - How do we allocate new $45 allotment?
  - What kind of increase do we provide other positions?

- Work on Compensation Plan through summer to incorporate these provisions
- Amend Budget/implement salary increases

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

2025-2026 BUDGET ADOPTION

- Board of Trustees required to approve budgets for:
  - General Operating Fund (199)
  - Debt Service Fund (599)
  - Child Nutrition Fund (240)

- Board approves budgets at the functional level

- Board must approve amendments that change the functional level amounts

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

2025-2026 GENERAL FUND BUDGET

2025-2026 BUDGET HIGHLIGHTS

- Projected student enrollment of 8,975
- Property value growth of 6.18% (April certified estimate)
- Adopting budget based on law PRIOR to 89th legislative session
  - No new revenues
  - No general pay increase

- Plan is to amend budget in August to incorporate provisions of 89th legislative session:
  - $2,500 pay increase for teachers with 3-5 years of experience
  - $5,000 pay increase for teachers with more than 5 years of experience
  - $45/ADA for pay increases for other staff (not administrators)
  - $106/enrollment allotment for basic costs
  - $55 increase to Basic Allotment

- Budget includes opening of WWSE
  - Avoided adding positions through attrition
  - Reallocated positions to align with staffing guidelines
  - Redistribution of FTEs based on new Attendance Zones

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

2025-2026 BUDGET HIGHLIGHTS

DSISD Policy CE(local) states the following:

- Budget Planning:

  "In developing the annual operating budget, any budgeted deficit **shall not exceed two percent of budgeted revenues**. One-time expenditures accounted for as capital assets and items authorized to be funded with fund balance by the Board may be excluded from this limitation."

- Fund Balance Designations:
  - $51,267 Band Instruments
  - $125,590 Technology Apple lease
  - $1,046,438 for utilities (temporary)

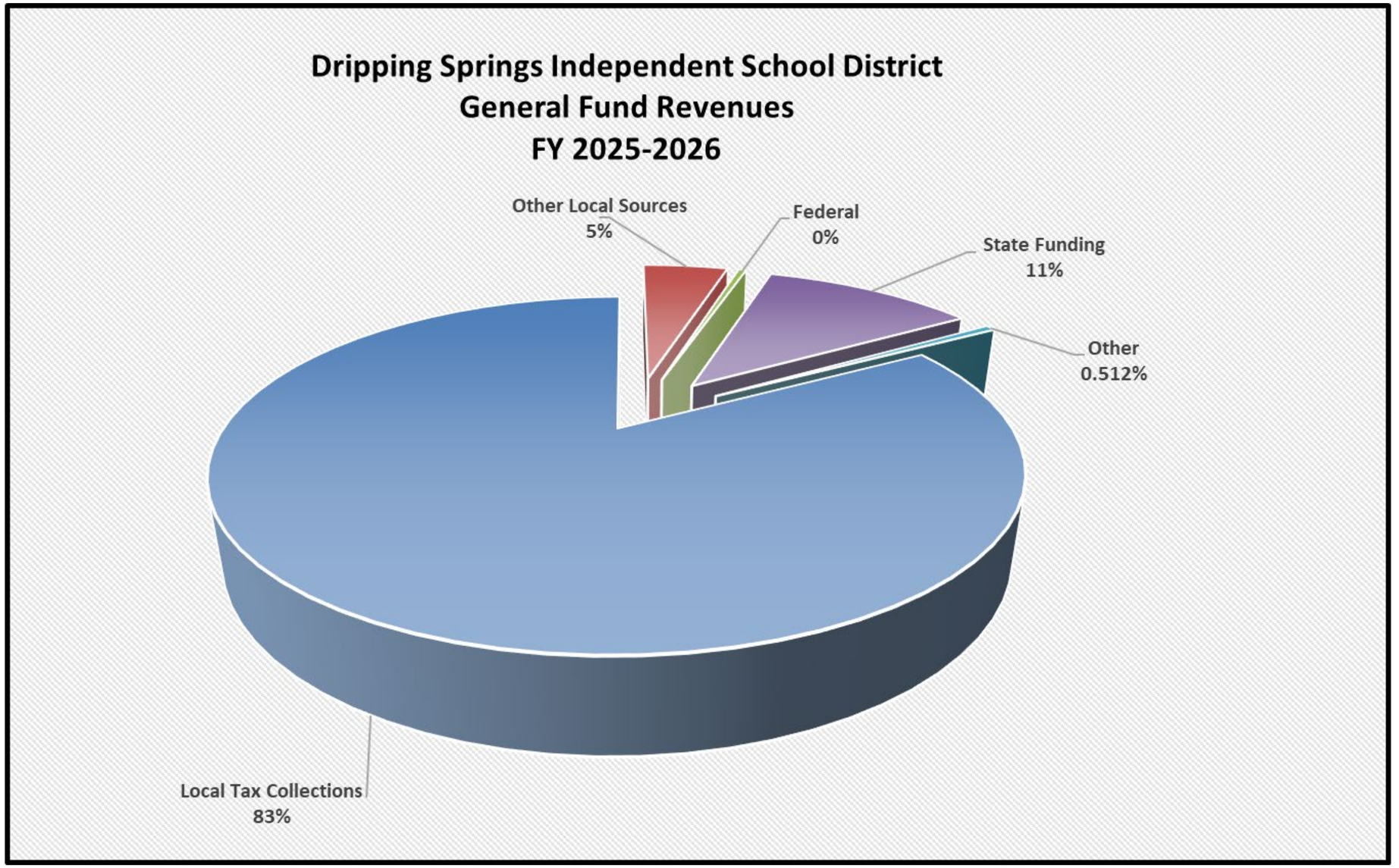
Dripping Springs
INDEPENDENT SCHOOL DISTRICT

2025-2026 GENERAL FUND – REVENUES

	Final Budget 2024-2025	Prop. Budget 2025-2026*	Change
Local Taxes	$ 81,775,824	$ 84,599,006	$ 2,823,182
Other Local Revenues	4,918,275	4,660,770	(257,505)
Total Local Revenues	$ 86,694,099	$ 89,259,776	$ 2,565,677
State Aid	$ 7,237,197	$ 5,356,046	$ (1,881,151)
Other/TRS	5,413,682	6,104,249	690,567
Total State Revenues	$ 12,650,879	$ 11,460,295	$ (1,190,584)
Federal Revenue	$ 664,795	$ 405,000	$ (259,795)
TOTAL Revenues	**$ 100,009,773**	**$ 101,125,071**	**$ 1,115,298**

*** Does NOT include provision of 89th Legislative Session**

Dripping Springs
INDEPENDENT SCHOOL DISTRICT



Dripping Springs
INDEPENDENT SCHOOL DISTRICT

2025–2026 GENERAL FUND – EXPENDITURES

- Projected need to reduce expenditures with development of 2024-2025 budget
- Formed Budget Collaboration Committee
- Reduced staff through attrition and transfers
- Reduced non-payroll costs by over $1 million
- Provides for opening of 6th elementary campus
- Adopting a base budget
  - No salary increases until implement HB 2 provisions
- Will amend budget in August

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

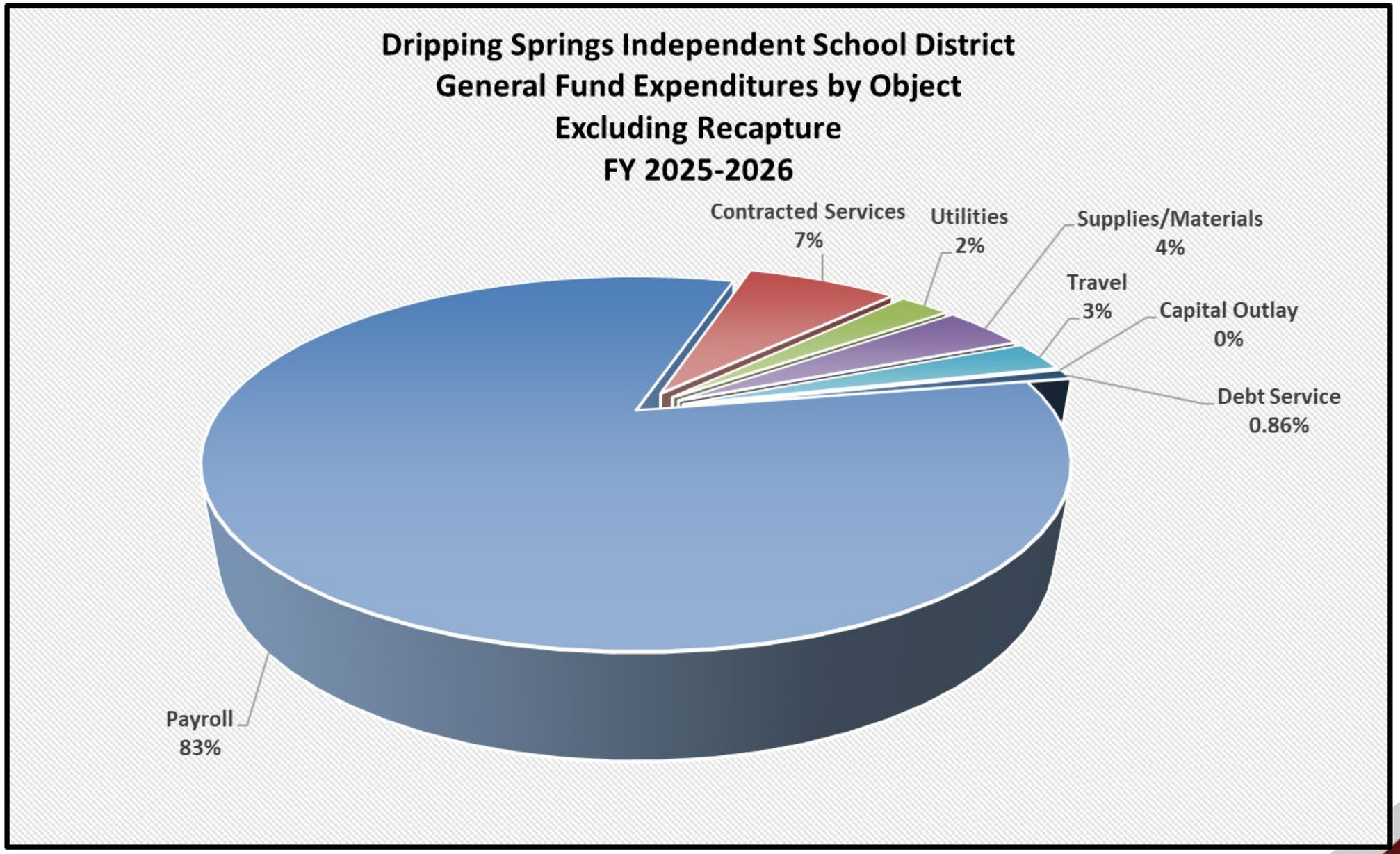
2025-2026 Budget Overview

	Operating Budget
REVENUES	$ 101,125,071
2% of Revenues Parameter	$ 2,022,501
OPERATING EXPENDITURES	$ 94,335,252
Recapture	9,858,758
Total Expenditures	$ 104,194,010
Revenues vs Expenditures	$ (3,068,939)
Deficit in excess of 2% Parameter	$ 1,046,438
*Fund balance dedication	

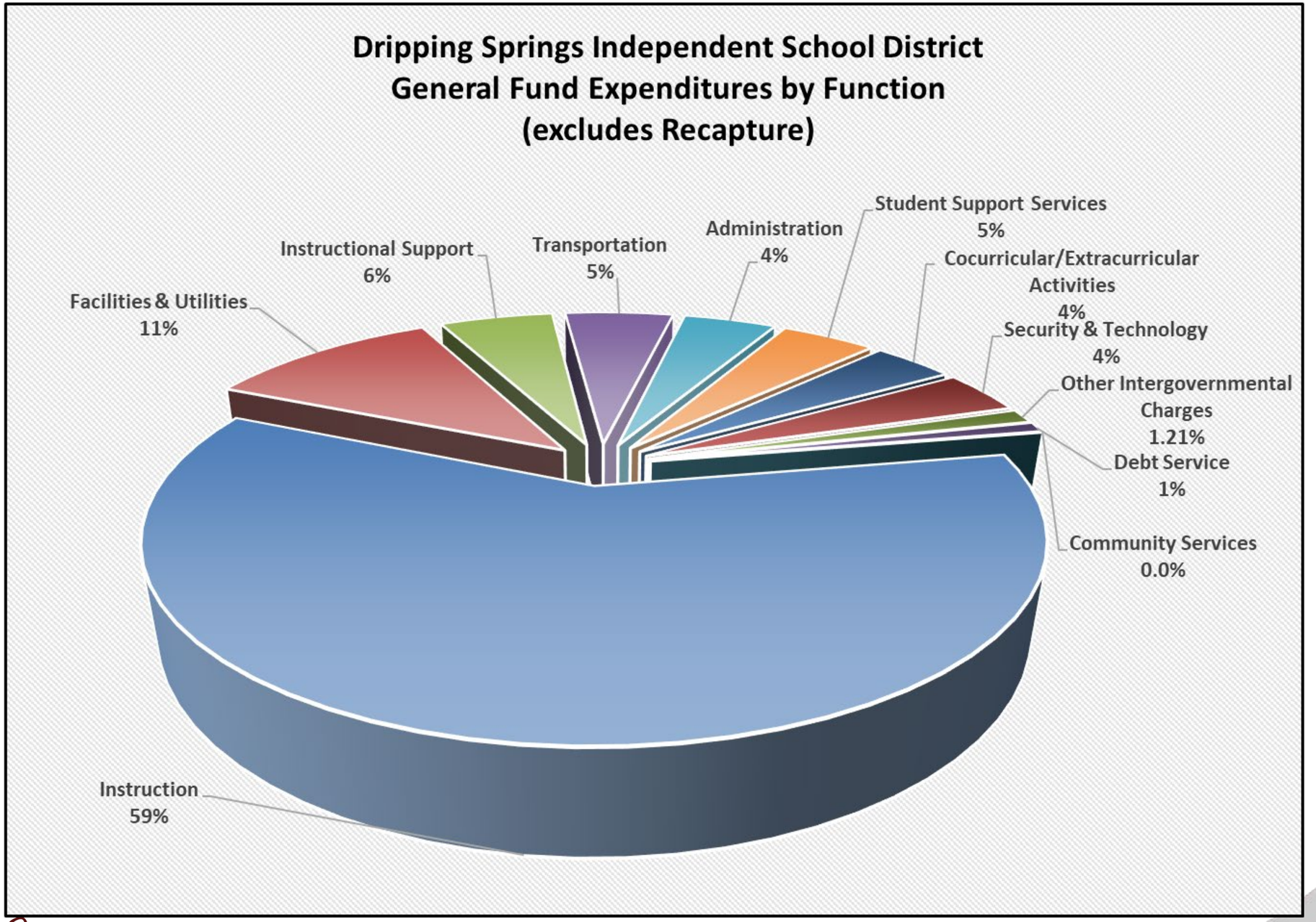
Dripping Springs INDEPENDENT SCHOOL DISTRICT

2025-2026 Budget Overview

	Total Budget
REVENUES	$ 101,125,071
OPERATING EXPENDITURES	$ 94,335,252
Recapture	9,858,758
Total Expenditures	$ 104,194,010
Revenues vs Expenditures	$ (3,068,939)
Transfer In	520,000
Transfers Out	(344,000)
Net Change to Fund Balance	**$ (2,892,939)**



Dripping Springs
INDEPENDENT SCHOOL DISTRICT



Dripping Springs
INDEPENDENT SCHOOL DISTRICT

2025-2026
DEBT SERVICE BUDGET
&
CHILD NUTRITION BUDGET

2025-2026 DEBT SERVICE FUND

	2023-2024 Actual	2024-2025 Adopted Budget	2024-2025 Amended Budget	2025-2026 Proposed Budget	Change
Revenues:					
Local Tax Revenues	$ 36,056,392	$ 38,079,283	$ 38,129,283	$ 40,258,651	$ 2,129,368
Interest Income	1,402,016	1,320,000	1,695,000	1,850,979	155,979
State Hold Harmless	2,279,472	1,095,822	2,095,822	1,910,201	(185,621)
Total Revenues	$ 39,737,881	$ 40,495,105	$ 41,920,105	$ 44,019,831	$ 2,099,726
Expenditures:					
Principal	$ 17,290,000	$ 4,090,000	$ 4,090,000	$ 4,275,000	$ 185,000
Interest & Fees	9,722,480	14,320,588	14,320,588	14,128,888	(191,700)
Other	561,125	50,000	50,000	50,000	-
Total Expenditures	$ 27,573,605	$ 18,460,588	$ 18,460,588	$ 18,453,888	$ (6,700)
Other Financing Sources/(Uses):					
Other Sources	$ 74,637,607	$ -	$ -	$ -	$ -
Other Uses	(74,085,693)	(21,725,000)	(21,725,000)	(23,924,522)	(2,199,522)
Total Other Financing Sources/(Uses)	$ 551,914	$ (21,725,000)	$ (21,725,000)	$ (23,924,522)	$ (2,199,522)
Excess/(Deficiency) of Revenues vs. Expenditures	$ 12,716,190	$ 309,517	$ 1,734,517	$ 1,641,421	
Beginning Fund Balance	$ 23,092,095	$ 35,808,285	$ 35,808,285	$ 37,542,802	
Ending Fund Balance	$ 35,808,285	$ 36,117,802	$ 37,542,802	$ 39,184,223	

Dripping Springs INDEPENDENT SCHOOL DISTRICT

2025-2026 CHILD NUTRITION FUND

	2023-2024 Actual	2024-2025 Adopted Budget	2024-2025 Amended Budget	2025-2026 Proposed Budget	Change
Revenues:					
Local Revenue	$ 3,823,259	$ 3,775,350	$ 3,828,350	$ 4,017,000	$ 188,650
State Revenue	145,950	149,867	157,367	138,700	(18,667)
Federal Revenue	251,333	477,211	477,211	500,000	22,789
Total Revenues	$ 4,220,542	$ 4,402,428	$ 4,462,928	$ 4,655,700	$ 192,772
Expenditures:					
Payroll	$ 2,135,999	$ 2,259,593	$ 2,255,093	$ 2,274,973	$ 19,880
Contracted Services	91,682	110,900	144,880	165,000	20,120
Supplies & Materials	1,951,673	2,248,510	2,411,692	2,589,100	177,408
Other Operating	4,131	17,900	23,900	23,450	(450)
Capital Outlay	165,216	192,000	39,300	240,000	200,700
Total Expenditures	$ 4,348,700	$ 4,828,903	$ 4,874,865	$ 5,292,523	$ 417,658
Other Financing Sources:					
Other Sources	$ -	$ -	$ -	$ -	$ -
Other Uses	-	-	-	-	-
Total Other Financing Sources/(Uses)	$ -	$ -	$ -	$ -	$ -
Excess/(Deficiency) of Revenues vs. Expenditures	$ (128,158)	$ (426,475)	$ (411,937)	$ (636,823)	
Beginning Fund Balance	$ 1,502,078	$ 1,373,920	$ 1,373,920	$ 961,982	
Ending Fund Balance	$ 1,373,920	$ 947,445	$ 961,982	$ 325,159	

Dripping Springs INDEPENDENT SCHOOL DISTRICT

DISCUSSION

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Leadership Spotlight – Board Highlights and Liaison Reports

☐ Reports ☒ Presentation ☐ Consent ☐ Action

Presenter: DSISD Board of Trustees President, Stefani Reinold

Motion Language: N/A

Policy: BAA (LEGAL)

Background: The Dripping Springs ISD Board of Trustees is actively engaged in the vision and mission of the district. The trustees frequently attend district events to serve more than 8,500 students and approximately 1,100 employees. The trustees also serve as liaisons on committees across the district.

Attachments: Leadership Spotlight on Board Highlights and Liaison Reports

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☒ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☐ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Board Highlights & Liaison Reports

June 23, 2025

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

DSHS Robotics Signing Day







Dripping Springs
INDEPENDENT SCHOOL DISTRICT

DSISD 18+ Graduation









Dripping Springs
INDEPENDENT SCHOOL DISTRICT

DSISD Graduation











Summer Leadership Institute



Dripping Springs
INDEPENDENT SCHOOL DISTRICT

LIAISON & SUBCOMMITTEE REPORTS

PRESIDENT REPORT

Meeting Minutes of the Board of Trustees
DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

A Board of Trustees Special Meeting of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT was held Wednesday, May 14, 2025, beginning at 12:45 PM in the Center for Learning & Leadership - Live Oak Room.

Attendance:

Olivia Barnard:	Present
Kim Cousins:	Present
Shanda DeLeon:	Absent
Mary Jane Hetrick:	Present
Rob McClelland:	Absent
Tricia Quintero:	Present
Stefani Reinold:	Present

1. CALL TO ORDER AND ESTABLISH QUORUM

Meeting was called to order at 12:51 PM. Quorum was established. For the purposed of this canvass, a quorum of the Board consists of TWO members. For the record, the following Trustees were present: Stefani Reinold, Mary Jane Hetrick, Olivia Barnard, Kim Cousins, and Rob McClelland.

2. PUBLIC COMMENTS

   A. Posted Agenda Items

   No members of the public spoke on the posted agenda item

3. DISCUSSION

   A. Canvass Votes from the May 3, 2025 General Election

   The board reviews the tally lists for any discrepancies. Having found none, the canvass is now complete. Let the minutes of this meeting reflect the completion of the canvass at 12:53 PM on May 14, 2025. The board approves the results as presented from Hays County and Travis County for the May 3, 2025 General Election.

4. ADJOURN

The meeting was adjourned at 12:54 PM.

June 23, 2025
Date

Attest:

_____ _____
President, DSISD Board of Trustees Secretary, DSISD Board of Trustees

Meeting Minutes of the Board of Trustees
DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

A Board of Trustees Workshop Meeting of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT was held Wednesday, May 14, 2025, beginning at 1:00 PM in the Center for Learning & Leadership - Live Oak Room.

Attendance:

Olivia Barnard:	Present
Kim Cousins:	Present
Shanda DeLeon:	Present
Mary Jane Hetrick:	Present
Rob McClelland:	Present
Tricia Quintero:	Present
Stefani Reinold:	Present

1. CALL TO ORDER AND ESTABLISH QUORUM
Meeting was called to order at 1:01 PM. Quorum was established.
2. PUBLIC COMMENTS
    A. Posted Agenda Items
    No members of the public spoke during public comments on posted agenda items.
3. PRESENTATIONS AND DISCUSSION
    A. High School #2 Design
4. ADJOURN
The meeting was adjourned at 1:59 PM.

June 23, 2025
Date

Attest:

_____ _____
President, DSISD Board of Trustees Secretary, DSISD Board of Trustees

Meeting Minutes of the Board of Trustees
DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

A Regular Meeting of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT was held Monday, May 19, 2025, beginning at 6:00 PM in the Center for Learning and Leadership - Board Room .

Attendance:

Olivia Barnard:	Present
Kim Cousins:	Present
Shanda DeLeon:	Present
Mary Jane Hetrick:	Present
Rob McClelland:	Present
Tricia Quintero:	Present
Stefani Reinold:	Absent

1. CALL TO ORDER AND ESTABLISH QUORUM

Meeting was called to order at 6:03 PM. Quorum was established.

2. PLEDGES OF ALLEGIANCE / MOMENT OF SILENCE
3. ANNOUNCEMENTS
4. CEREMONY ADMINISTERING THE OATH OF OFFICE TO NEWLY ELECTED BOARD MEMBERS
5. RECOGNITIONS
    A. Winterguard State Qualifiers
    B. Track & Field State Qualifiers
    C. Speech & Debate State Qualifiers
    D. Theatrical Design State Qualifiers
    E. Dripping Springs ISD Retirees
6. PUBLIC COMMENTS
    A. Posted Agenda Items

    No members of the public spoke during public comments on posted agenda items.

    B. Non-Agenda Items

    No members of the public spoke during public comments on non-agenda items.
7. PRESENTATIONS AND DISCUSSION
    A. Leadership Spotlight - Board Highlights and Liaison Reports
8. CONSENT AGENDA

I move to approve the consent agenda as presented. This motion, made by Rob McClelland and seconded by Olivia Barnard, Passed.

Yes: 6, No: 0

    A. Approval of Minutes for Recent Board Meetings
    B. Approval of 2024-2025 Budget Amendments
    C. Approval of K-3 Phonics Instructional Materials Recommendations

D. Approval of Secondary Math: Algebraic Reasoning Instructional Materials Recommendation
E. Approval of the Amendment to the May 1, 2024 Agreement with the Fellowship Using the Science of Engagement (FUSE) through the University of Texas at Austin
F. Approval to Call a Public Meeting for the Purpose of Adopting the 2025-2026 Budget and Discussion of the Proposed 2025 Tax Rate
G. Approval of Resolution 2025-12 Approving Investment Policy, Investment Strategies, Investment Training Providers and Investment Broker / Dealers
H. Approval of RFP 24-25-004 Depository Services
I. Approval of 2nd Year of Five-Year Band Instrument Acquisition and Replacement Schedule
J. Approval of DSISD Board of Trustees 2025 TASB Delegate and Alternate

9. ACTION

A. Consideration / Approval of Selection of Architectural and Engineering Services for the Dripping Springs High School Renovation Project (2025 Bond)
I move that the Board of Trustees approve PBK Architects for the DSHS renovation projects based on the professionals' demonstrated competence and qualifications and further delegate authority to the Superintendent or her designee to negotiate an agreement with PBK Architects in a form approved by legal counsel and to bring back a final proposed agreement for the Board to consider and take action to approve at a future Board meeting. This motion, made by Rob McClelland and seconded by Tricia Quintero, Passed.
Yes: 6, No: 0

B. Consideration / Approval of Selection of Architectural and Engineering Services for Rooster Springs Elementary School Renovation Project (2025 Bond)
I move that the Board of Trustees approve Pfluger Architects, Inc. for the Rooster Springs Elementary Renovation projects based on the professionals' demonstrated competence and qualifications and further delegate authority to the Superintendent or her designee to negotiate an agreement with Pfluger Architects, Inc. in a form approved by legal counsel and to bring back a final proposed agreement for the Board to consider and take action to approve at a future Board meeting. This motion, made by Kim Cousins and seconded by Rob McClelland, Passed.
Yes: 6, No: 0

C. Consideration / Approval of Guaranteed Maximum Price (GMP) #4 for the Dripping Springs Elementary School and the Dripping Springs Middle School Capital Improvement and Renovations Project
I move to approve Guaranteed Maximum Price #4 for the Dripping Springs Middle School and Dripping Springs Elementary Capital Improvement and Renovations in the amount of $14,866,518. This motion, made by Shanda DeLeon and seconded by Kim Cousins, Passed.
Yes: 6, No: 0

D. Consideration / Approval of Change Order #1 to the Bartlett Cocke Contract for the Sycamore Springs Middle School Expansion Project

I move to approve Change Order #1 to the Bartlett Cocke contract for the Sycamore Spring Middle School Expansion Project in an amount not to exceed $1,595,509. This motion, made by Olivia Barnard and seconded by Tricia Quintero, Passed.

Yes: 6, No: 0

10. REPORTS AND INFORMATION
    - A. Learning & Innovation Report
    - B. Finance Reports
        1. Financial Reports for March 2025
        2. 2024-2025 Budget - Actual Projections for April 2025
        3. 2025 Certified Estimated Property Values
    - C. Operations Reports
        1. 2018 and 2023 Bond Reports for March 2025
        2. Bond Project Updates for May 2025
    - D. Human Resources Report
    - E. Superintendent's Report
        1. Legal Fees
        2. Subdivision, Annexation and Development Notifications
11. CLOSED SESSION

Pursuant to Tex. Gov't Code Sections 418.175-182, 551.071, 551.072, 551.074, 551.076, 551.082, 551.0821, 551.089 and 551.129, the Board will deliberate in closed session on the following items:

- A. Discussion of Hiring Director of Student Services

12. OPEN SESSION
    - A. Possible Action regarding Matters discussed in Closed Session
    - B. Consideration / Approval to Hire Director of Student Services

    I move to approve the Director of Student Services candidate as presented. This motion, made by Rob McClelland and seconded by Shanda DeLeon, Passed.

    Yes: 6, No: 0
13. ADJOURN

June 23, 2025
Date

Attest:

_____ _____
President, DSISD Board of Trustees Secretary, DSISD Board of Trustees

Meeting Minutes of the Board of Trustees
DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

A Board of Trustees Workshop Meeting of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT was held Friday, May 30, 2025, beginning at 9:30 AM in the Center for Learning & Leadership - Live Oak Room.

Attendance:

Olivia Barnard:	Present
Kim Cousins:	Present
Shanda DeLeon:	Present
Mary Jane Hetrick:	Present
Rob McClelland:	Absent
Tricia Quintero:	Present
Stefani Reinold:	Present

1. CALL TO ORDER AND ESTABLISH QUORUM

Meeting was called to order at 9:35 AM. Quorum was established.

2. PUBLIC COMMENTS
   A. Posted Agenda Items

   No members of the public spoke during public comments on posted agenda items.

3. PRESENTATIONS AND DISCUSSION
   A. 2025-2026 Budget Workshop

4. ADJOURN

The meeting was adjourned at 10:55 AM.

June 23, 2025
Date

Attest:

_____ _____
President, DSISD Board of Trustees Secretary, DSISD Board of Trustees

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of the Texas College Bridge Program Agreement

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Assistant Superintendent for Learning and Innovation, Karen Kidd

Motion Language: I move to approve the Texas Bridge Program Agreement for 2025-2026.

Policy: EEL (LEGAL)

Background: This Agreement supports the delivery of coursework and resources to students and teachers in alignment with the Bridge Program. It includes components such as coursework delivery, teacher and administrator training, the enrollment process, evaluation and audit procedures, and a system for tracking academic records and awarding credit in partnership with Providers. The goal is to support seniors who have not yet demonstrated college readiness. Students who successfully complete the Texas College Bridge program may be eligible to enroll in college-level courses without the need for remedial classes. The Texas College Bridge exemption is accepted at most four-year universities.

Attachments: The Texas College Bridge Agreement

Goals:

- ☒ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☒ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☐ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Texas College Bridge: PARTICIPATION, DATA SHARING, & REQUIREMENTS AGREEMENT

Application for Texas College Bridge (Effective April 1, 2025)

School District: DRIPPING SPRINGS ISD **Date:** 06/03/2025

This Participation, Data Sharing and Requirements Agreement ("Agreement") is entered into by the above-named Institution, The Commit Partnership, The NROC Project, and GreenLight Credentials, LLC in order for the Institution to participate in the Texas College Bridge program ("Program") to aid and assist institutions supporting high school students demonstrate college readiness prior to enrolling in college. The Program is facilitated by The Commit Partnership ("Commit") and The NROC Project ("NROC"), in coordination with provider GreenLight Credentials, LLC (GreenLight). Commit, NROC, and GreenLight may hereinafter be collectively referred to as the "Providers". The Institution, Commit, NROC, and GreenLight are hereinafter collectively referred to as the "Parties."

This Agreement is necessary to deliver coursework and resources to students and teachers consistent with the Program, including: coursework, teacher and administrator training, enrollment process, evaluation, audit, and an academic records processing system that tracks and confers credits from coursework with the Providers. To complete the work required under the Agreement, the Program requires that the Providers have access to certain Institution student data and student education records. The Parties agree that these purposes serve a bona fide educational purpose and that the Providers have a legitimate educational interest in the student information contemplated by this Agreement and in accordance with 34 C.F.R. . 99.31(a) and as further described below.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof. All other previous agreements between the Parties regarding the subject matter hereof are hereby cancelled and superseded by this Agreement.

As part of the Program, students in 11th and 12th grade who did not test college ready in English and/or Math will be able to participate in and complete a personalized online program to demonstrate college readiness in the subject at issue. Students may have the option to set-up a Texas College Bridge elocker via GreenLight to store and manage their college readiness evidence to share with colleges at their direction.

☑ Section 1: Data Sharing

☑ Section 2: Program Requirement

☑ Section 3: NROC Terms of Use

By checking the above boxes and signing on the signature page, you are signing this Agreement and represent that you have authorization to do so on behalf of your Institution and agree to the terms in each of the sections above identified and detailed below.

DRIPPING SPRINGS ISD Signature

Printed Name Holly Morris - Kuentz

Title Superintendent

Date 06/03/2025 **IP Address:**

Section 1: Data Sharing

1. Institution acknowledges that employee information must be shared in compliance with all applicable laws and regulations, including, but not limited to, the Texas Education Code, Section 21.355 and Texas Government Code, Section 552.117.
2. Any release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations 34 C.F.R. . 99.1 et seq. and will be delivered to Providers solely to enable Institution.s students and teachers to participate in the Texas College Bridge program and as permitted by this Agreement.
3. FERPA permits the disclosure of personally identifiableable information of students to school officials with legitimate educational interests in students. education records. The term "school offcial" includes contractors, consultants, volunteers, or other parties to whom the institution has outsourced educational or institutional services, or where the outside party .
   (1)Performs an institution service or function for which the Institution would otherwise use employees;
   (2)Is under the direct control of the Institution with respect to the use and maintenance of education records; and
   (3)Is subject to the requirements governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. 1232g(b)(1)(A).

   The Institution designates the Providers (and each of their respective authorized representatives), each as a "school official" with legitimate educational interests in students. education records provided pursuant to this Agreement and relating to participating in the Program.
4. Student Confidentiality. The Institution has a legal obligation to maintain the con?dentiality and privacy of student records in accordance with applicable law and regulations, speci?cally FERPA. The Providers each acknowledge that they must comply with said law and regulations and safeguard student information. Other than to support the Texas College Bridge Program purposes and requirements as permitted by this Agreement, the Providers may not re-disclose the information to a third party without prior written consent from the Institution and/or the parent or eligible student.
5. Parties are expressly authorized to share Program data with the Texas Education Agency and Texas Higher Education Coordinating Board (THECB). Accordingly, any publication or dissemination of Program data by the Parties in this instance, or other approved methods, will be reported in the aggregate and converted to de-identified information. "De-identified information" means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: (i) the student.s name; (ii) the name of the student.s parent or other family members; (iii) the address of the student or student.s family; (iv) a personal identifier, such as the student.s social security number, student number, or biometric record; (v) other indirect identifiers, such as the student.s date of birth, place of birth, and mother.s maiden name; (vi) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (vii) information requested by a person who either Party reasonably believes knows the identity of the student to whom the education record relates. Providers are authorized to share all other student data with TEA.
6. Education records disclosed pursuant to this Agreement will be destroyed consistent with FERPA and the terms of this Agreement by permanently and irreversibly removing any personal identifiers from the records rendering the information no longer personally identifiable or usable. Providers must provide the Institution with evidence of the destruction of the records in compliance with this Agreement.
7. Data associated with students. accounts and subject to GreenLight's or NROC's separate Term of Use and Privacy agreements will be controlled by students consistent with FERPA and any applicable Texas consumer protection laws and other agreements between students and Providers.
8. Providers may conduct surveys of students within the context of the Program and acknowledge that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). Written parental consent will be obtained before surveying students in accordance with the PPRA.
9. The disclosure of personally identifiable information from education records under this Agreement is not an assignment of ownership of the personally identifiable information or records. The Institution retains custody and/or ownership of all such records. Personally identifiable information from education records may only be redisclosed pursuant to this Agreement with the Institution.s permission or otherwise in compliance with FERPA and its regulations. Institution is responsible for securing any parental or eligible student consent, as needed, but in releasing records to Providers, Institution represents that it has obtained any consent it has determined is necessary.

10. The Institution maintains the right to conduct audits or otherwise monitor Providers receiving student personally identifiable information from education records to periodically affirm that Providers have appropriate policies and procedures in place to protect the student personally identifiable information from education records.
11. The failure to comply with the requirements of FERPA will subject the responsible party to all allowable enforcement actions under state and federal law. If Providers become aware of a disclosure or security breach concerning any Institution data or student education records covered by this Agreement, Providers shall immediately notify the Institution and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business and Commerce Code, Providers shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at the Institution.s sole discretion, result in the Institution immediately terminating this Agreement.
12. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.

By electronically signing above, you are signing this Agreement officially and represent that you have authorization to do so on behalf of the Institution. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement and that you consent, on behalf of Institution, to be legally bound by this Agreement and any document referenced or linked herein as if manually signed by you in writing. You also represent that you are legally authorized to enter into this Agreement and that no certification authority or other third-party verification is necessary to validate your electronic signature.

Section 2: Program Requirements: Institution desires to participate in the Texas College Bridge program. In order to support the Program, Institution acknowledges and commits to the following requirements and terms of service: Institution Requirements

1. The Institution shall submit the designated Fee amount directly to NROC who will accept all Fee payments from participating institutions related to this Agreement. The execution of this Agreement does not make payment of the Fee binding but will prompt the submission of an invoice to the Institution from NROC in the amount and manner detailed herein. Once applicable invoice(s) have been paid and the Fee received by NROC, the Institution.s student accounts will be accessible.
2. Participating institutions will have unlimited Texas College Bridge course licenses to be used for students in 11th and 12th grade who are enrolled in that institution, with an emphasis on students who have not met college readiness standards.
3. Eligible students from Institution will either register for the program directly with the TCB Portal or via their school.s SSO portal if that option is available.
4. Students who are enrolling directly via the TCB Portal will self-register using a link, or links, provided by the district administrator. Institutions are responsible for distributing self-registration links to the students.
5. Students who are enrolling via their school.s SSO will automatically have their Texas College Bridge account created. Institutions are responsible for complying with provided NROC SSO specifications.
6. Students must achieve the following course-completion criteria to earn a certificate:

   Texas College Bridge College Preparatory Math course completion criteria is 90% mastery at Stage 2.
   Texas College Bridge College Preparatory English course completion criteria is 90% mastery at Stage 2 and successful completion of a required essay using the assigned grading rubric.
7. Students may have the opportunity to self-register with GreenLight to access course completion certificates. Certificates of Completion will be stored in a GreenLight locker and made available to students for sharing directly from their Greenlight account
8. To satisfy admission, scholarship requirements, and degree verification services, Institution shall appoint GreenLight as an authorized agent on behalf of the TCB project in order to send "official transcripts and academic records" to third parties authorized to receive such documents.
9. To the extent parental consent is required, Institution must collect parental consents prior to a student.s participation in the TCB project. It will be assumed that students identified by the Institution to participate in the TCB project are eligible to do so. Institution must immediately notify Commit if any consents are revoked.
10. Institution will coordinate with Commit to enable student and teacher participation in the TCB project.

11. Institution authorizes Commit and its contractors and authorized representatives to share and receive data with/from GreenLight, NROC, TEA, and other TCB service providers, subject to the goals and objectives associated with the TCB project.
12. The Institution must report any students who have engaged in academic dishonesty, including but not limited to, the use of Artificial Intelligence tools, in the Texas College Bridge program and conduct an investigation to determine whether additional students have participated in such misconduct. Commit shall reset the program for any students found to have engaged in academic dishonesty and revoke their certificate of completion.
13. The Institution shall establish and maintain policies and procedures designed to prevent, to the fullest extent possible, academic dishonesty in the Texas College Bridge program. These policies and procedures shall include, but are not limited to, measures for monitoring student activity, verifying academic integrity, and providing guidance to educators on detecting and addressing potential violations.
14. Institution will report students who successfully complete the college preparatory course(s) in PEIMS.
    Course Long Name PEIMS # Credit
    College Preparatory Course English Language Arts * 1.0 Credit
    College Preparatory Course Mathematics * 1.0 Credit
    *Refer to the CO22 table for the Texas College Bridge specific service ID.

Section 3: Texas College Bridge Terms of Use

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. Greenlight Credentials' Terms of Use and Privacy Policy will govern the students and teachers. interaction with the GreenLight platform. Except where superseded by other terms of this agreement or Texas state law, NROC's Terms of Use and Privacy Policy will govern the students and teachers. interaction with the Texas College Bridge EdReady platform, as detailed below.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of the Memorandum of Understanding between Rural Capital Area Workforce Development, Dripping Springs Chamber of Commerce and Dripping Springs ISD.

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Assistant Superintendent for Learning and Innovation, Karen Kidd

Motion Language: I move to approve the Memorandum of Understanding between Rural Capital Area Workforce Development, Dripping Springs Chamber of Commerce and Dripping Springs ISD as presented.

Policy: EEL (LEGAL)

Background: This MOU is an agreement between Rural Capital Area Workforce Development, Dripping Springs Chamber of Commerce and Dripping Springs ISD and is an opportunity for teachers to job shadow industry professionals in their career cluster. Teachers will go to the location a minimum of 5 days for at least 4 hours each day and complete a journal about what they did and how it applies to their TEKS. Once the shadowing is complete, they have to use the Workforce Solutions template to make a lesson plan pulling in what they learned and allowing for their host to come in as a guest speaker, or alternatively they can arrange a field trip to the location for students. If they complete all the steps, teachers earn a stipend of $1000 and are honored at a Chamber of Commerce event.

We have three teachers arranged at the following locations:

- Eric Koontz, Forensic Science- shadowing the City of Kyle Chief of Police, Dr. Jeff Barnett, he is also planning to spend time with the city's forensic techs in their lab and visit the "real-time crime center" at the Public Safety Center
- Melissa Gold, Animal Science- shadowing the director of LOPE Racehorse Rescue, Ms. Lynn Reardon, to get supplemental and enrichment content about horses
- Stephanie Freeman, Business- shadowing the DS Chamber of Commerce President and VP, Susan Kimball and Amanda Miyamoto, and attending events with them to make business connections throughout the community

Attachments: Memorandum of Understanding between Rural Capital Area Workforce Development, Dripping Springs Chamber of Commerce and Dripping Springs ISD

Goals:

☒ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.

☒ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.

☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.

☒ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.

☐ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

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Memorandum of Understanding
between
Rural Capital Area Workforce Development Board, Inc.
AND
Dripping Springs Chamber of Commerce
And
Dripping Springs Independent School District

This Memorandum of Understanding (MOU) is entered into between the Rural Capital Area Workforce Development Board Inc. D. B. A. Workforce Solutions Rural Capital Area (WSRCA), Dripping Springs Chamber of Commerce (Chamber) and Dripping Spring Independent School District (ISD).

I. Purpose of Agreement

WSRCA, the Chamber, and the ISD, will work in partnership and in coordination to implement the **WSRCA Teachers Externship Program** (TE Program) as described in the **Teachers Externship Guide** (TE Guide) for middle and high schools in the ISD(s) as specified in this MOU for the WSRCA nine-county area.

The Teachers Externship Program is designed to engage teachers in an externship that allows them to participate in industry-related activities and learn how classroom content is applied in the real world. The externship will inform teachers about the skill sets required for a given industry. Teachers then develop lesson plans that connect classroom content to real world, workplace industry. As a result, students will develop an understanding of the academic and technical skills they need to enter the workforce and compete for jobs.

II. Duration of this Agreement

The parties here to agree and understand that each of them may execute this agreement on different dates, but hereby acknowledge that the effective date of this MOU when fully executed by both parties shall be **Arpil 1, 2025** – **February 28, 2026**, or until it is cancelled by the parties in accordance with the terms set forth in **Section IX.**

III. Allocation of Costs

The consolidating parties in this project assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. Neither party will incur any financial obligations to the other outside of the Contract.

IV. Leveraged Funds

Participation in the TE Program requires the contribution of 25% of cash or in-kind leverage from participating Chambers and ISDs. The estimated 25% leverage amount of $1250 is based on the number of Teachers proposed to participate in the externships. The leverage amount may change based on the **final number of teachers** who complete the externship. The parties may use their respective costs (salaries/travel), supplies and materials, costs of food, and/or value of contributions for the externships, toward the

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leveraged requirement. The salaries of the businesses for the time spent providing the externship may also be used for the leverage. **The Leverage Funds Form** must be completed and submitted with the final invoice.

V. Stipend for Teachers

The Chamber will provide a $1000 stipend to teachers who complete the Five-Day Externship requirements consisting of the following: 1. Attend the required Orientation, 2. Complete the 5-day (20 hour) externship, 3. Attend the Wrap-Up meeting, 4. Submit the lesson plan and all required documents, data and information as listed in the Teachers Externship Guide, and 5. Completes the Survey Monkey Evaluation. See also **VII. Responsibilities of Parties, B. Chamber of Commerce.**

VI. Program Description

The WSRCA Teachers Externship Program follows a model, processes, and forms as listed in the Teacher Externships Guide. The ISDs recruit Middle School and High School teachers and counselors in the ISD to participate. Each educator is matched to a local business in an appropriate industry to observe how academic classroom content is applied in the real world. During the externship, educators will observe the application of academic skill sets required for a given industry.

a. Educators will gain insights into technical and academic skills, ethics, communication, interpersonal, and soft skills required at the worksites. Connecting classroom content to the workplace will motivate students to master the academic and technical skills needed to enter and successfully compete in the workforce. Educators will develop and submit a lesson plan incorporating the industry-related activities learned during the externship. Include a field trip to an employer or a classroom visit by an employer staff member, in the lesson plan.

The Teachers Externships include the following:

1. Orientation: to be provided by the ISD
2. Onsite Job shadow of five days with a four-hour minimum each day
3. Wrap-up and curriculum development
4. Submission of the lesson plan including either a field trip to the employer or a classroom visit by the employer.

VII. Responsibilities of Parties:

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree to the following.

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A. WSRCA:

1. Serves as the grant recipient and fiscal agent.
2. Develops the required Memorandum of Understanding.
3. Hosts virtual Teacher Externship Meetings, one for Chambers & ISDs and one for Teachers.
4. Provides recordings of virtual meetings.
5. Provides support, technical assistance, and information through the Career Education Outreach team.
6. Provides all required documents, forms, guides, tracking logs, and reporting timelines to Chambers and ISDs.
7. Provides Teacher Externships expected outcomes in the Teachers Externship Tracking Log (TETL).
8. Provides the Teachers Externship Tracking Log (TETL) to ISDs for data entering tracking and reporting specific data as described in the TE Guide.
9. Submits lessons plans, progress reports and final reports to TWC.
10. Provides financial reporting to TWC.
11. Monitors the Program as per TWC requirements.
12. Provides "Blanket Accidental Insurance" for the Teacher Externship Participants.
13. Reimburses Chambers for stipends paid to teachers who complete the Teacher Externships requirements.

B. Chamber of Commerce:

1. Signs the MOU in coordination with the ISD and the Board.
2. Participates in the Teachers Externship Implementation Meeting or reviews the recording.
3. Provides funds or in-kind toward the required 25% match.
4. Obtains signed agreements with Businesses to serve as Host Sites and submits to WSRCA within specified timeline by WSRCA.
5. Reviews and works toward meeting the Teacher Externships expected outcomes as listed in the TE Guide as reported in the Tracking Log (TETL), outcome tab.
6. Coordinates with the ISD to match educators to worksites based on workplace requirements and educator's subject area.
7. Recruit businesses to host a minimum of 5 days for on-site job shadowing for educators.
8. Conducts Orientation in coordination with the ISD for the educators and businesses as outlined in the TE Guide.
9. Participates in the "Wrap Up and Curriculum Development Session" with the ISD.
10. Provides information to WSRCA for required reports to TWC within the timelines specified.
11. Participates in the evaluation by completing the SurveyMonkey evaluation, which gathers and provides specific data and information. The Chamber also provides the SurveyMonkey link to ISDs.
12. Completes the Final Report Form in coordination with the ISD.
13. Provides $1000 stipends to educators who complete all requirements specified in the TE Guide.
14. **Submits invoice and Leverage Funds Form, by date specified by WSRCA.**

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15. Submits the Final Report within timelines specified by WSRCA.
16. Safeguards Personally Identifiable Information (PII).
17. Prepares and submits 1099 for each Teacher who completes the externship as provided on the Teacher Externship Tracking Log.
18. Uploads all required documents to the shared cloud-based BOX folder.

C. Independent School District:

1. Signs the MOU in coordination with the Chamber and the Board.
2. Participates in the Teachers Externship Meeting or reviews the recording.
3. Provides the meeting link to all participating teachers.
4. Provides funds or in-kind toward the required 25% match.
5. Reviews and works toward meeting the Teacher Externships expected outcomes as listed in the TE Guide as reported in the Tracking Log (TETL), outcome tab.
6. Implements the 5-day Teachers Externships in accordance with the TE Guide & Forms.
7. Uses the Teachers Externship Guide (TE) and ensures teachers use the TE Guide & Forms and upload required forms to BOX
8. Recruits the target number educators for the Program with priority to Teachers who have not previously participated.
9. Determines Eligibility for each "Texas Teacher" for participation.
   a) Ensures all teachers register in workintexas.com (WIT) AND all eligibility documents have been uploaded for each Texas Teacher.
   b) Verifies US citizen or authorized to work; registered for selective service, if male; 18 years of age or older, for each educator prior to placement on the worksite.
   c) Verifies Texas identification (ID or TDL), Social Security Card, and selective service documents (males only) are uploaded into teacher's WIT profile. Submit verification of documents to BOX
   d) Logs information into the TETL provided, by WSRCA.
   e) Submits the TETL to WSRCA monthly by the first of each month.
10. Safeguards Personally Identifiable Information (PII).
11. Ensures Texas Teachers participating in the Program are Texas middle school teachers, high school teachers, school counselors or school administrators.
12. Maintains specific data collection requirements such as teacher participation, completion, etc. on the Teachers Externships Tracking Log (TETL) provided by WSRCA.
13. Provides TETL to WSRCA per timelines requested.
14. Assists the Chamber in promoting the Program to employers.
15. Matches Teachers to worksites based on workplace requirements and the educator's subject area.
16. Conducts Orientation as outlined in the TE Guide for educators in coordination with the Chamber.
17. Conducts "Wrap Up and Curriculum Development Session" in coordination with the Chamber.
18. Participates in the evaluation of the externship program as requested by WSRCA.
19. Ensures Teachers complete the survey monkey evaluation prior to payment of stipend.

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20. Ensures Teacher provides the data and information requested in the TE Guide for reporting purposes.
21. Ensures Teachers create and submit a lesson plan including a field trip or classroom visit by the employer that reflects current practices learned in the workplace after the externship.
22. Submits lesson plans to BOX folder within timelines requested.
23. Provides information and data to the Chamber for all required reports to WSRCA within the timelines requested.
24. Provides lists of teachers who have completed all requirements of the externship to the Chamber for payment of teacher stipends.
25. Submits Leverage Form, Closeout Report, eligibility documentation, and TETL within timelines requested.

D. Parties will comply fully with:

1. Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
2. Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;
3. Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
4. The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
5. The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
6. Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, et seq.;
7. Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.;
8. The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
9. The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, as set forth in the Texas Labor Code §§ 302.151-302.153.
10.

VIII. General Provisions

It is understood by the parties that each should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation, which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

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IX. Amendment or Cancellation of Agreement

This Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be canceled by either party upon 60 days written notice. If there is a material and significant breach of any of the provisions of this Agreement, the Agreement may be canceled for cause upon delivery of written notice to the other party.

APPROVED:

Signed by:
Susan Kimball
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6/5/2025

Susan Kimball, President and CEO
Dripping Springs Chamber of Commerce

Date

Dripping Springs ISD

Date

DocuSigned by:
Paul Fletcher
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6/5/2025

Paul Fletcher, Chief Executive Officer
Workforce Solutions Rural Capital Area

Date

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of the Participation Agreement between the Texas Higher Education Coordinating Board and Dripping Springs ISD

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Assistant Superintendent of Learning & Innovation, Karen Kidd

Motion Language: I move that the Board of Trustees approve the Participation Agreement between the Texas Higher Education Coordinating Board and Dripping Springs ISD.

Policy: EEL (LEGAL)

Background: In partnership with Texas Higher Education Coordinating Board (THECB), Dripping Springs ISD helps students access the tools they need to choose a postsecondary pathway while connecting them to financial resources to support them on that pathway.

Attachments: Texas Higher Education Coordinating Board & DSISD Agreement

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☒ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☐ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

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Agreement No. 2025-00913-NCA

Financial Aid and Admissions Application Filing Status Information Sharing Agreement for Texas Public School District or Charter Schools

Section 1. Parties

State Agency

Texas Higher Education Coordinating Board, or "THECB"
1801 N. Congress Ave., Ste. 12.200, Austin, TX 78701
P.O. Box 12788, Austin, TX 78711-2788

Participating Public School District or Charter

DRIPPING SPRINGS ISD
300 Sportsplex Drive
Dripping Springs, TX 78620

In Process

This Participation Agreement (Agreement) is executed between THECB and the named District, above. At times, THECB and District may be referred to singularly as "Party" and plurally as "Parties."

Section 2. Term of Agreement

The term of this Agreement begins upon execution by all Parties. The Agreement continues unless terminated by either Party or by operation of law as provided herein.

Section 3. Definitions

For the *purposes of this Agreement, the following definitions apply:*

3.1. *ApplyTexas Counselor Suite* – The dashboard provided by THECB allows Authorized Personnel at Local Education Agencies (LEA) to access student-level information on Free Application for Federal Student Aid (FAFSA) and Texas Application for State Financial Aid (TASFA) filing status, as well as the status of *ApplyTexas* admissions applications.

3.2. *Authorized Personnel* – Employees of the LEA/District, secondary school, or eligible entity who require access to the FAFSA Filing Status Information to determine the completion status of a student's FAFSA and facilitate providing assistance to such students in completing the FAFSA, including both paid and non-paid staff and authorized agents such as contractors, subcontractors, volunteers, or other parties to whom the LEA, secondary school, or eligible entity has outsourced any of its services or functions. All Authorized Personnel must be under the direct control of the LEA with respect to the use and maintenance of Institutional Student Information Record (ISIR) Data.

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Authorized personnel will also have access to TASFA filing information, as well as the status of *ApplyTexas* admissions applications.

3.3. *District* – School District or Charter School created in accordance with the laws of Texas that have primary responsibility for implementing the state's system of public education; also referred to as a Local Educational Agency.

3.4. *Department* – The United States Department of Education.

3.5. *Established Relationship* – Relationship where the student FAFSA applicant is enrolled in a secondary school under the legal authority of the LEA, or the LEA otherwise is providing services to the FAFSA applicant. In the case of a secondary school, an Established Relationship exists where the student FAFSA applicant is enrolled in the secondary school itself or the secondary school otherwise is providing services to the FAFSA applicant.

3.6. *FAFSA* – The Free Application for Federal Student Aid form, authorized by The Higher Education Act of 1965, (HEA) Section 483, which is the Department's common application for determining the need and eligibility of a student for federal student aid.

3.7. *Filing Status Information* – Data elements provided by THECB to Districts for use by high school counselors to track student progress on applications submitted through the *ApplyTexas* system and whether students have completed financial aid forms required under Texas Education Code (TEC), §28.0256, including FAFSA or TASFA applications. The Counselor's Suite displays the following student-level data:

3.7.1 Each student's name, date of birth, email address, phone number, and high school graduation date, as provided from application information in *ApplyTexas*. The Counselor's Suite displays institutions where students applied through *ApplyTexas* and the submission status of these applications.

3.7.2 FAFSA or TASFA Filing Status information including only Student's first name; Student's last name; Student's date of birth; Student's ZIP Code; completed submission date; processed date; a Selected for Verification flag (e.g., Selected for verification: Yes or No); and a Financial Aid completion flag, (e.g., completed: Yes or No).

3.8. *ISIR* – The Institutional Student Information Record is the output document resulting from the submission of a FAFSA to the Department and includes the data received, system generated data results and FAFSA Filing Status Information.

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3.9. *TASFA* – The Texas Application for State Financial Aid, authorized by TEC, §61.07762, which is utilized by participating institutions of higher education in Texas in determining the need and eligibility of a student for state financial aid.

Section 4. Purpose of Agreement & Authority

The purpose of this Agreement is to establish the conditions under which THECB will provide to the Districts certain data received or generated by the Department concerning FAFSA applicants to disclose limited ISIR information to LEAs or secondary schools that have an Established Relationship with the student.

The HEA, as amended, 20 U.S.C. 1001 et seq. provides that ISIR data (including FAFSA Filing Status Information) may be used "to identify student applicants to determine whether or not a graduating secondary student has filed the application in coordination with local educational agencies or secondary schools to encourage students to complete the application."

To encourage and assist students with the completion of a FAFSA, the Department allows state agencies such as THECB to disclose the FAFSA Filing Status Information of a student to an entity with an Established Relationship with the student, including a school district. (Updates to the FAFSA Completion Initiative and Means-Tested Benefits Outreach (April 8, 2024, General 24-35.)

Additionally, this Agreement permits the THECB through the *ApplyTexas* Counselor Suite to disclose limited student-level information to Districts from the *ApplyTexas* admission application and the TASFA.

Section 5. Obligations of District

5.1 *Designation of Primary Contact(s).* District has designated in Section 6.11 of this Agreement an individual or individuals within District to serve as the primary point of contact between THECB and District regarding the Agreement, including compliance with the Agreement's terms.

5.2 *Limitations on Usage*. District shall only utilize FAFSA Filing Status Information for purposes consistent with section 483(a)(3)(B) of the HEA, as detailed in this Agreement and as enacted at the time this Agreement is fully executed or as thereafter may be amended. THECB may disclose a student's FAFSA Filing Status Information to a District that has been approved by the Department's Secretary of Education if the District has an Established Relationship with that Student. District shall only use all other Filing Status Information for purposes consistent with this agreement.

5.2 *Usage of Authentication Process*. Authorized Personnel seeking to access student-level information through the ApplyTexas Counselor Suite shall complete the authorization process through the local Education Service Center (ESC).

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5.3 *Appropriate Data Security*. District shall utilize appropriate privacy, data security, and information safeguarding provisions, including all requirements contained in Section 6.

5.4 *Compliance with FERPA*. District shall comply, as applicable, with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g and its regulations codified at 34 CFR part 99) in disclosing any personally identifiable information from students' education records.

5.5 *Additional Data Protections*. District shall comply, as applicable, with:

5.5.1 TEC §61.07762, which states that personal information maintained by THECB for TASFA purposes is confidential and not subject to disclosure under Chapter 552, of the Texas Government Code;

5.5.2 TEC §61.031(d), which states, "Notwithstanding any other provision of law, information that relates to a current, former, or prospective applicant or student of an educational institution and that is obtained, received, or held by the board for the purpose of providing assistance with access to postsecondary education is confidential and excepted from disclosure under Chapter 552, Government Code, and may only be released in conformity with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g);" and

5.5.3 Tex. Gov't Code §552.114, which states "information in a record of an applicant for admission to an educational institution, including a transfer applicant" is confidential and excepted from the requirements of the Public Information Act (PIA) "if it is information in a student record at an educational institution funded wholly or partly by state revenue."

5.6 *Disclosures only Made to Authorized Personnel.* THECB shall only disclose Filing Information to Authorized Personnel for authorized purposes as indicated in Section 3.

5.7 *Limits on Redisclosure.* District shall not re-disclose or share the Filing Status information obtained from THECB in personally identifiable form other than (1) to the applicant and to the applicant's parents if the applicant is under age 18, to the applicant if the applicant is age 18 or older or enrolled in a post-secondary institution, or to any other party with the consent of the applicant or the consent of the applicant's parents if the applicant is under the age of 18, or (2) if required to do so by law and if such use is consistent with all applicable privacy laws, including the privacy provisions of section 483 of the HEA, 20 U.S.C. 1090, the Family Educational Rights and Privacy Act (20 U.S.C. 1232g), and all applicable Texas laws.

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5.8 *Unauthorized Use Prohibited.* Any use, disclosure, or re-disclosure of Filing Status Information not specified in Section 4, is unauthorized and prohibited and will be considered a material breach of this Agreement.

5.9 *Responsibility for Authorized Personnel.* District shall ensure that Authorized Personnel are informed about and aware of the prohibitions regarding the use, disclosure, and re-disclosure of any data and information provided under this Agreement.

5.10 *User Management.* District agrees to actively manage user accounts and notify its local ESC within 2 (two) business days of any change in Authorized Personnel.

Section 6. Additional Privacy, Confidentiality, and Security

6.1. *Information Safeguarding.* District shall protect the integrity of Filing Status Information received under this Agreement from unauthorized access, use, or re-disclosure.

6.2. *All Necessary Steps.* District shall take all steps necessary to safeguard the confidentiality, integrity, and availability of the data received. District shall restrict access to the data provided or created under this Agreement to only those Authorized Personnel who need the data to perform their official duties in connection with the uses of the data authorized in this Agreement.

6.3. *Confidential Nature of Data.* District shall advise all Authorized Personnel who have access to the data of the confidential nature of the data, the safeguards required to protect the data, and criminal sanctions for noncompliance under applicable federal, state, or local laws, including violations of the Internal Revenue Code (IRC) that may lead to criminal and/or civil penalties pursuant to 26 U.S.C. §§7213; 7213A; and 7431 for the willful, unauthorized disclosure and inspection of tax return or return information that includes punishable fines or imprisonment. Penalties also include civil action for damages against an officer or employee who has inspected or disclosed, knowingly or by reason of negligence, taxpayer(s) tax return or return information in violation of any provision of IRC §6103.

6.4. *Safeguards Required.* District shall develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data electronically maintained or transmitted pursuant to this Agreement. District will share the data provided or created under this Agreement under the immediate supervision and control of Authorized Personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers, or utilize other equally secure processes, when accessing data on the Parties systems.

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District represents that it has a sound data security program, one that protects both data at rest and data in transmission.

6.5. *Termination for Noncompliance*. Notwithstanding any other term of this or any other Agreement, THECB retains the right to terminate District's access to Filing Information data without advance notice as necessary to ensure the security of data and disclosure of data in compliance with this Agreement.

6.6. *Report Unauthorized Disclosure within Two Hours.* District shall, within two hours of discovery, report to THECB any use and/or disclosure of data not authorized by this agreement or in writing by THECB at privacyoffice@highered.texas.gov via encrypted email to ensure THECB can comply with its state and federal reporting obligations. In the notification to the THECB, District shall identify (i) the nature of the unauthorized use, disclosure, or re-disclosure; (ii) the Filing Status Information used, disclosed, or re-disclosed; (iii) the person or entity, if known, who made the unauthorized use or received the unauthorized disclosure, or re-disclosure; (iv) what the District has done or will do to notify affected persons to mitigate any deleterious effect of the unauthorized use, disclosure, or re-disclosure; and (v) what corrective action the District has taken or will take to prevent future similar unauthorized use, disclosure, or re-disclosure.

In Process

6.7. *Right to Audit*. To the maximum extent provided by law, THECB expressly retains the right to audit District's compliance with this Agreement, including obtaining copies of documents from District that demonstrate whether District has breached this agreement.

6.8. *Right to Monitor*. The THECB may, at its discretion, monitor District's records, processes, procedures, and electronic systems for compliance with the terms of this Agreement.

6.9. *Material Breach*. Any violation of Privacy, Confidentiality, and Security provisions by District shall be deemed a material breach of this agreement.

6.10. *Notice*. All formal notices and other communication in connection with this Agreement shall be in writing. With the exception of the requirements of section 6.6, which requires notification to privacyoffice@highered.texas.gov via encrypted email, all notices must be given by (a) personal delivery, (b) express courier (with confirmation), (c) certified or registered mail, postage prepaid, return receipt requested, or (d) electronic mail to the address specified below. Any notice served shall be deemed given upon receipt by the Party to which it is given or, if mailed by registered or certified mail, upon the earlier of receipt or the third business day following mailing.

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THECB's Notice Address

Texas Higher Education Coordinating Board
1801 N. Congress Ave., Ste. 12.200,
Austin, TX 78701
applytexasmou@highered.texas.gov

District's Notice Address

Holly Morris-Kuentz
DRIPPING SPRINGS ISD 105904
300 Sportsplex Drive
Dripping Springs, TX 78620
superintendent@dsisdtx.us

6.11. *Contacts*. THECB's contact for routine communications related to this Agreement is: **applytexasmou@highered.texas.gov**.
Primary Contact for FILING INFORMATION
District's Designation of its Primary Contact for Filing Information (see Section 5.1 herein):

District's Primary Contact

Karen Kidd
Asst. Superintendent, Learning & Innovation
DRIPPING SPRINGS ISD 105904
300 Sportsplex Drive
Dripping Springs, TX 78620
+1 (512) 858-3040
karen.kidd@dsisdtx.us

District may change Primary Contact by submitting new contact information to **applytexasmou@highered.texas.gov** within three (3) business days.

6.12. *False Statements; Breach of Representations*. District represents and warrants that all statements and information prepared and submitted in this document and its appendices are current, complete, true, and accurate. Submitting a false statement or material misrepresentation during the performance of this Agreement is a material breach of this Agreement and may void this Agreement. In the event of a breach of this Agreement, THECB may pursue remedies available to it under this Agreement and applicable law.

6.13. *Severability and Waiver*. The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity, legality, or

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enforceability of any other provisions. Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or District at any time to require strict performance of any provision or obligation contained herein shall not constitute a waiver or diminish the rights of either Party thereafter to demand strict compliance. This Agreement shall automatically terminate in the event that changes to state or federal law or regulations make it impractical or unlawful to meet the purpose of this Agreement.

6.14. *Destruction*: Any material the District derives from *ApplyTexas* Counselor's Suite to effectuate this Agreement and exists in any form, including physical or electronic, shall be destroyed within 30 calendars days of the material no longer being needed to effectuate the Agreement.

Section 7. General Terms and Conditions

7.1. *Termination/Access*. THECB, in its sole discretion, may terminate this Agreement via written notice to District and further may revoke District's or any authorized user's access to *ApplyTexas* Counselor Suite, in whole or in part, without prior notice if THECB in its sole discretion, deems it necessary. District may terminate this Agreement upon twenty (20) business days' written notice to THECB. In the event of a breach, either Party may terminate the Agreement in accordance with Section 7.2

7.2. *Breach of Agreement*. Notwithstanding section 7.1, either Party may terminate this Agreement with three (3) business days' written notice to the other Party. In the event of a breach, the breaching Party is responsible for any and all costs associated with the breach including the cost of any notice requirements set forth in state or federal law.

7.3. *Amendment*. This Agreement may be modified only by written amendment executed by the Parties.

7.4. *Sovereign Immunity*. The Parties stipulate and agree that no provision of, or any part of this Agreement between THECB and District, or any subsequent amendment, shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the laws of the state of Texas; (2) to extend liability to THECB or District beyond such liability provided for in the Texas Constitution and the laws of the state of Texas; or (3) as a waiver of any immunity provided by the Eleventh Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the state of Texas and the United States. The state of Texas, THECB, and District do not waive sovereign immunity by entering into this Agreement and specifically retain such

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immunity and all defenses available to them under the laws of the state of Texas or the common law.

7.5. *Applicable Law and Venue*. This Agreement and any incorporated documents shall be governed by and construed in accordance with the laws of the state of Texas. The exclusive venue of any suit brought concerning this Agreement is fixed in any court of competent jurisdiction in Travis County, Texas.

7.6. *Data Ownership*. Unless otherwise indicated by law, THECB retains ownership of all Filing Status Information.

7.7. *No Rights Created.* This Agreement constitutes permission only for District to use the data for the limited purposes set forth in this Agreement. Nothing in this Agreement shall be construed to grant District a right of interest in the Filing Status Information. Nothing in this Agreement shall be construed to obligate THECB to provide such data to District.

Section 8. Texas Public Information Act and Texas Education Code §61.031

8.1 *Filing Status Information Not Subject to Public Information Act*. Filing Status information is confidential under 483 of the HEA, 20 U.S.C. 1090 and the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and may not be disclosed under the PIA, nor should such records be shared with the Texas Attorney General for an open record ruling. Tex. Gov't Code §554.114 & Open Records Decision 2009-10185. *See also*, TEC §61.07762 (stating TAFSA data is confidential and not subject to disclosure under Chapter 552, Government Code); TEC §61.031(d), (stating information that relates to a current, former, or prospective applicant or student of an educational institution and that is obtained, received, or held by the board for the purpose of providing assistance with access to postsecondary education is confidential and excepted from disclosure under Chapter 552, Government Code, and may only be released in conformity with FERPA); and Tex. Gov't Code §552.114, (stating information in a record of an applicant for admission to certain educational institutions, including a transfer applicant is confidential and excepted from the requirements of the Public Information Act).

8.2 *Confidentiality Required.* District understands and agrees that it is required to keep all Filing Status information confidential. This requirement survives the end of this Agreement.

8.3 *Agreement Not Confidential.* This Agreement itself is not confidential and may be disclosed.

In Process

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Section 9. Signatures

The Agreement may only be signed by an authorized District representative.

By signature hereon, the individual below represents and warrants that they are a duly authorized representative of District and have the delegated Board of Trustees authority to bind District in this Agreement.

DRIPPING SPRINGS ISD

By: _____

Name: Holly Morris-Kuentz

Title: Superintendent

Date: _____

In Process

As an authorized representative of THECB, the undersigned hereby certifies that this Agreement complies with applicable statutes and regulations and authorizes the services to be performed as written above.

AGREED and accepted on behalf of the **Texas Higher Education Coordinating Board**

By: David Troutman, Ph.D. Digitally signed by David Troutman, Ph.D. Date: 2024.08.14 09:12:59 -05'00'

Name: David Troutman, PhD

Title: Deputy Commissioner for Academic Affairs

Date: 8/14/24

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of Contract with Bayes Achievement Center for Residential Services

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Director of Special Services, Nadine Hogan

Motion Language: I move to approve the continued contracts with Bayes Achievement Center for residential services for the 2025–2026 school year to support students whose behavioral needs require a more restrictive educational environment, in accordance with TEA guidelines.

Policy: EEL (LEGAL)

Background: DSISD maintains contracts with residential facilities to support students requiring a more restrictive environment due to behavioral challenges that cannot be adequately managed within the school setting. According to TEA guidelines, LEAs are required to utilize approved facilities only after all other resources have been exhausted and the district has determined that the student necessitates a more restrictive setting to make progress on their IEP. Currently, DSISD has two students who will require ongoing support in a residential facility during the 2025-2026 school year. These contracts may be adjusted or concluded earlier if the students achieve their reintegration goals prior to the end of the school year.

Attachments: Bayes Achievement Center Contract #1
Bayes Achievement Center Contract #2

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☒ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☐ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Consideration/Approval of Official Attendance Taking Times for 2025-2026

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Assistant Superintendent of Learning & Innovation, Karen Kidd

Motion Language: I move that the Board of Trustees approve the official attendance taking times as presented.

Policy: FEB (Legal); FEB (LOCAL) – Attendance Accounting

Background: The School Attendance Accounting Handbook (SAAH) requires each district to determine official attendance-taking times as districts are to record absences at one particular point in time. The goal of the time chosen should be based on a time when most students are in attendance. The district submits all attendance to the Texas Education Agency based on board approved official attendance times taken at these specific times each day. The official attendance taking times for board consideration are as follows:

- Elementary School - 8:45 a.m.
- Middle School - 9:45 a.m.
- High School - 10:50 a.m.

The variation in the official attendance taking times at each level is due to master schedule times at each level.

Attachments: N/A

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
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- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval to Hire Director of Finance

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Deputy Superintendent, Elaine Cogburn & Chief Financial Officer, Randy Rau

Motion Language: I move that the Board of Trustees approve the finalist for the Director of Finance position.

Policy: CKE (LEGAL/LOCAL)

Background: In March 2025, our Director of Finance position was vacated. Interviews were conducted for a Director of Finance the latter part of May and a finalist was chosen as the most qualified applicant for the position.

Attachments: AS Resume

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 16, 2025

Agenda Item: Approval to Hire School Safety Specialist

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Director of Safety, Sirenna Cumberland

Motion Language: N/A

Policy: CKE (LEGAL/LOCAL)

Background: On August 28, 2023 the Board approved the implementation of the School Marshal Program to satisfy the armed security requirement on each campus, per HB3. Interviews were conducted for a Safety Specialist to cover Rooster Springs Elementary and a finalist was chosen as the most qualified applicant for the position.

Attachments: N/A

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
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- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of 2024-2025 Final Budget Amendments

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Deputy Superintendent for Finance and Operations, Elaine Cogburn

Motion Language: I move to approve the 2024-2025 Final Budget Amendments for the General Operating, Debt Service, and Child Nutrition funds, as presented.

Policy: CE (Legal/Local) Annual Operating Budget

Background: The Board of Trustees adopted the 2024-2025 budget on June 24, 2024. Budgets for the General Fund, Child Nutrition Fund, and Debt Service Fund were included in the official district budget. Budgets are prepared and approved at fund and function levels to comply with the state's required level of control.

The Final Budget amendment for the 2024-2025 fiscal year realigns funds to cover anticipated spending through the end of the year to ensure compliance with budget objectives.

Realignment of funds will increase and/or decrease various function levels within the budget. All necessary budget amendments that change the function level should be formally approved by the Board of Trustees and recorded in Board minutes. Budget amendments increasing or decreasing revenues and/or expenditures also require formal Board approval.

The attached documents summarize the effect of budget transfers and amendments and the details of the changes being proposed. Submitted for approval are the final budget revisions/amendments requested by various campuses and departments.

The General Fund amendments presented this month reflect the following:

- Cross-function budget transfers which have no impact on the total operating net surplus/deficit.
- Increase the budget for recapture to cover anticipated actual recapture payment due for 2024-2025.
- Increase the budget for various payroll accounts to ensure sufficient balances to cover year end costs.
- Adjust revenues to cover anticipated collections for the year.

The Final Budget Amendment to the General Fund increases the budget deficit by $850,724, resulting in a budgeted deficit of $4,362,770. However, projections of actual revenues and expenditures predict a slight surplus of $211,265.

Amendments to the Child Nutrition Fund are as follows:

- Increase revenue and expenditures to cover anticipated fiscal year totals to avoid overages in the final financial statements.

Amendments to the Debt Service Fund are as follows:

- Increase revenues from property tax revenue and interest earnings to cover anticipated fiscal year totals.

Attachments: 2024-2025 Final Budget Amendments for June 2025

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs Independent School District

General Fund - Fund 199

Budget Amendments/Transfers as of June 19, 2025

	2024-2025 Original Budget	Previously Amended Budget	Proposed Amendments 06/11/25	Proposed Amended Budget
Revenues:				
Local Sources	$ 86,697,324	$ 86,713,099	$ (19,000)	$ 86,694,099
State Sources	9,924,024	9,924,024	2,726,855	12,650,879
Federal Sources	814,795	814,795	(150,000)	664,795
TOTAL REVENUES	**$ 97,436,143**	**$ 97,451,918**	**$ 2,557,855**	**$ 100,009,773**
Expenditures:				
Function 11 - Instruction	$ 51,014,416	$ 50,978,734	$ (452,639)	$ 50,526,095
Function 12 - Instructional Resources & Media	889,416	893,609	20,100	913,709
Function 13 - Staff Development	1,575,483	1,517,728	(11,164)	1,506,564
Function 21 - Instructional Administration	1,151,087	1,150,502	107,000	1,257,502
Function 23 - School Administration	4,308,955	4,301,048	(58,000)	4,243,048
Function 31 - Guidance & Counseling	3,129,921	3,194,615	98,047	3,292,662
Function 32 - Social Services	-	-	-	-
Function 33 - Health Services	958,993	1,001,098	(13,780)	987,318
Function 34 - Student Transportation	4,798,301	4,816,556	(27,600)	4,788,956
Function 35 - Child Nutrition	7,631	7,631	25,000	32,631
Function 36 - Co-Curricular Activities	3,632,519	3,730,980	(31,885)	3,699,095
Function 41 - General Administration	4,577,697	4,558,418	(30,500)	4,527,918
Function 51 - Plant Maintenance & Operations	9,986,636	9,970,504	3,000	9,973,504
Function 52 - Security	1,111,073	1,120,504	50,000	1,170,504
Function 53 - Data Processing	2,244,830	2,240,246	-	2,240,246
Function 61 - Community Services	96,245	178,471	-	178,471
Function 71 - Debt Service	475,117	1,041,039	-	1,041,039
Function 81 - Capital Outlay	11,767	11,767	-	11,767
Function 91 - Recapture (Student Attendance Credits)	9,457,009	9,457,009	3,945,000	13,402,009
Function 95 - JJAEP	-	-	-	-
Function 99 - Other Intergovernmental Charges	966,505	976,505	2,000	978,505
TOTAL ALL EXPENDITURES	**$ 100,393,601**	**$ 101,146,964**	**$ 3,624,579**	**$ 104,771,543**
Excess/(Deficiency) of Revenues vs. Expenditures	**$ (2,957,458)**	**$ (3,695,046)**	**$ (1,066,724)**	**$ (4,761,770)**
Other Resources	$ -	$ -	$ -	$ -
Transfers In	300,000	300,000	461,000	761,000
Transfers Out	(117,000)	(117,000)	(245,000)	(362,000)
Other Sources/Uses	-	-	-	-
Net Increase/(Decrease) in Fund Balance	**$ (2,774,458)**	**$ (3,512,046)**	**$ (850,724)**	**$ (4,362,770)**
Beginning Fund Balance *(As of July 1, 2024)*	$ 49,101,149	$ 49,101,149		$ 49,101,149
Net Operating Results - Fund 199 & 198	*(2,774,458)*	*(3,512,046)*		*(4,362,770)*
Projected Ending Fund Balance	**$ 46,326,691**	**$ 45,589,103**		**$ 44,738,379**

Dripping Springs Independent School District
General Fund - Fund 199
Summary of Budget Transfers/Amendments
Budget Amendments/Transfers as of June 19, 2025

REVENUES:

Offset Function(s)	Organization(s)	Amount(s)	Description
	000,699	(19,000)	Adjustment for final budget amendment
		2,726,855	
		(150,000)	
TOTAL REVENUES		**$ 2,557,855**	

Transfers In

Offset Function(s)	Organization(s)	Amount(s)	Description
	000	461,000	Adjustment for final budget amendment
TOTAL TRANSFERS IN		**$ 461,000**	

Other Resources

Offset Function(s)	Organization(s)	Amount(s)	Description
		$ -	

EXPENDITURES:

Function 11 - Instruction

Offset Function(s)	Organization(s)	Amount(s)	Description
	001,'041,'042,101,102,103, 104,105,871,999	(452,639)	Adjustment for final budget amendment
35	699		Summer School
TOTAL FUNCTION 11		**$ (452,639)**	

Function 12 - Instructional Resources & Media

Offset Function(s)	Organization(s)	Amount(s)	Description
	042,102,999	20,100	Adjustment for final budget amendment
TOTAL FUNCTION 12		**$ 20,100**	

Function 13 - Staff Development

Offset Function(s)	Organization(s)	Amount(s)	Description
	999	(11,164)	Adjustment for final budget amendment
TOTAL FUNCTION 13		**$ (11,164)**	

Function 21 - Instructional Administration

Offset Function(s)	Organization(s)	Amount(s)	Description
	871,999	107,000	Adjustment for final budget amendment
TOTAL FUNCTION 21		**$ 107,000**	

Function 23 - School Administration

Offset Function(s)	Organization(s)	Amount(s)	Description
	001,101,102,103,999	(58,000)	Adjustment for final budget amendment
TOTAL FUNCTION 23		**$ (58,000)**	

Dripping Springs Independent School District
General Fund - Fund 199
Summary of Budget Transfers/Amendments
Budget Amendments/Transfers as of June 19, 2025

Function 31 - Guidance & Counseling

Offset Function(s)	Organization(s)	Amount(s)	Description
	001,871,999	98,047	Adjustment for final budget amendment
TOTAL FUNCTION 31		**$ 98,047**	

Function 33 - Health Services

Offset Function(s)	Organization(s)	Amount(s)	Description
	001,'042,101,102,103,104,999	(13,780)	Adjustment for final budget amendment
TOTAL FUNCTION 33		**$ (13,780)**	

Function 34 - Student Transportation

Offset Function(s)	Organization(s)	Amount(s)	Description
	934	(27,600)	Adjustment for final budget amendment
TOTAL FUNCTION 34		**$ (27,600)**	

Function 35 - Child Nutrition

Offset Function(s)	Organization(s)	Amount(s)	Description
11	699	25,000	Summer School
TOTAL FUNCTION 35		**$ 25,000**	

Function 36 - Co-Curricular Activities

Offset Function(s)	Organization(s)	Amount(s)	Description
	001,'041,'042,999,995	(31,885)	Adjustment for final budget amendment
TOTAL FUNCTION 36		**$ (31,885)**	

Function 41 - General Administration

Offset Function(s)	Organization(s)	Amount(s)	Description
	748, 749, 750, 999	(30,500)	Adjustment for final budget amendment
TOTAL FUNCTION 41		**$ (30,500)**	

Function 51 - Plant Maintenance & Operations

Offset Function(s)	Organization(s)	Amount(s)	Description
	001,101,102,951	3,000	Adjustment for final budget amendment
TOTAL FUNCTION 51		**$ 3,000**	

Function 52 - Security

Offset Function(s)	Organization(s)	Amount(s)	Description
	001	50,000	Adjustment for final budget amendment
TOTAL FUNCTION 52		**$ 50,000**	

Function 53 - Data Processing

Offset Function	Organization	Amount	Description
		-	
TOTAL FUNCTION 53		$ -	

Dripping Springs Independent School District
General Fund - Fund 199
Summary of Budget Transfers/Amendments
Budget Amendments/Transfers as of June 19, 2025

Function 61 - Community Services

Offset Function	Organization	Amount	Description
		-	
TOTAL FUNCTION 61		$ -	

Function 71 - Debt Service

Offset Function(s)	Organization(s)	Amount(s)	Description
		-	
TOTAL FUNCTION 71		$ -	

Function 81 - Capital Outlay

Offset Function	Organization	Amount	Description
		-	
TOTAL FUNCTION 81		$ -	

Function 91 - Contracted Instruction Services

Offset Function	Organization	Amount	Description
	999	3,945,000	Adjustment for final budget amendment
TOTAL FUNCTION 91		**3,945,000**	

Function 99 - Other Intergovernmental Charges

Offset Function	Organization	Amount	Description
	703	2,000	Adjustment for final budget amendment
TOTAL FUNCTION 99		$ **2,000**	
TOTAL EXPENDITURES		$ **3,624,579**	245000

Transfers Out

Offset Function	Organization	Amount	Description
		(245,000)	Adjustment for final budget amendment
TOTAL TRANSFERS OUT		$ **(245,000)**	
INCREASE/(DECREASE) TO FUND BALANCE		$ **(850,724)**	

Dripping Springs Independent School District

Child Nutrition - Fund 240

Budget Amendments/Transfers as of June 19, 2025

	2024-2025 Original Budget	Previously Amended Budget	Proposed Amendments 06/11/25	Proposed Amended Budget
Revenues:				
Local Sources	$ 3,775,350	$ 3,775,350	$ 53,000	$ 3,828,350
State Sources	149,867	149,867	7,500	157,367
Federal Sources	477,211	477,211	-	477,211
TOTAL REVENUES	**$ 4,402,428**	**$ 4,402,428**	**$ 60,500**	**$ 4,462,928**
Expenditures:				
Function 11 - Instruction	$ -	$ -	$ -	$ -
Function 12 - Instructional Resources & Media	-	-	-	-
Function 13 - Staff Development	-	-	-	-
Function 21 - Instructional Administration	-	-	-	-
Function 23 - School Administration	-	-	-	-
Function 31 - Guidance & Counseling	-	-	-	-
Function 32 - Social Services	-	-	-	-
Function 33 - Health Services	-	-	-	-
Function 34 - Student Transportation	-	-	-	-
Function 35 - Child Nutrition	4,826,903	4,840,365	34,500	4,874,865
Function 36 - Co-Curricular Activities	-	-	-	-
Function 41 - General Administration	-	-	-	-
Function 51 - Plant Maintenance & Operations	-	-	-	-
Function 52 - Security	-	-	-	-
Function 53 - Data Processing	-	-	-	-
Function 61 - Community Services	-	-	-	-
Function 71 - Debt Service	-	-	-	-
Function 81 - Capital Outlay	2,000	-	-	-
Function 91 - Student Attendance Credits	-	-	-	-
Function 95 - JJAEP	-	-	-	-
Function 99 - Other Intergovernmental Charges	-	-	-	-
TOTAL ALL EXPENDITURES	**$ 4,828,903**	**$ 4,840,365**	**$ 34,500**	**$ 4,874,865**
Excess/(Deficiency) of Revenues vs. Expenditures	**$ (426,475)**	**$ (437,937)**	**$ 26,000**	**$ (411,937)**
Other Resources	$ -	$ -	$ -	$ -
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Other Uses	-	-	-	-
Net Increase/(Decrease) in Fund Balance	**$ (426,475)**	**$ (437,937)**	**$ 26,000**	**$ (411,937)**
Beginning Fund Balance *(As of July 1, 2024)*	$ 1,373,920	$ 1,373,920		$ 1,373,920
Net Operating Results - Fund 240	*(426,475)*	*(437,937)*		*(411,937)*
Projected Ending Fund Balance	**$ 947,445**	**$ 935,983**		**$ 961,983**

Dripping Springs Independent School District
Child Nutrition - Fund 240
Summary of Budget Transfers/Amendments
Budget Amendments/Transfers as of June 19, 2025

REVENUES:

Function	Organization	Amount	Description
	000	53,000	Adjustment for final budget amendment
		7,500	
TOTAL REVENUES		**$ 60,500**	

Transfers In

Offset Function	Organization	Amount	Description
TOTAL TRANSFERS IN		**$ -**	

EXPENDITURES:

Function 35 - Food Service

Function	Organization	Amount	Description
35	101,102,103,104,105,'041,'042,'001,999	34,500	Adjustment for final budget amendment
TOTAL FUNCTION 35		$ 34,500	

Function 51 - Plant Maintenance & Operations

Function	Organization	Amount	Description
		-	
TOTAL FUNCTION 51		$ -	

Function 71 - Capital Outlay

Function	Organization	Amount	Description
		-	
TOTAL FUNCTION 71		$ -	

Function 81 - Capital Outlay

Function	Organization	Amount	Description
		-	
TOTAL FUNCTION 81		$ -	
TOTAL EXPENDITURES		**$ 34,500**	

Transfers Out

Offset Function	Organization	Amount	Description
TOTAL TRANSFERS OUT		**$ -**	

INCREASE/(DECREASE) TO FUND BALANCE	**$**	**26,000**

Dripping Springs Independent School District

Debt Service - Fund 599

Budget Amendments/Transfers as of June 19, 2025

	2024-2025 Original Budget	Previously Amended Budget	Proposed Amendments 06/11/25	Proposed Amended Budget
Revenues:				
Local Sources	$ 39,399,283	$ 38,399,283	$ 1,425,000	$ 39,824,283
State Sources	1,095,822	2,095,822	-	2,095,822
Federal Sources	-	-	-	-
TOTAL REVENUES	**$ 40,495,105**	**$ 40,495,105**	**$ 1,425,000**	**$ 41,920,105**
Expenditures:				
Function 11 - Instruction	$ -	$ -	$ -	$ -
Function 12 - Instructional Resources & Media	-	-	-	-
Function 13 - Staff Development	-	-	-	-
Function 21 - Instructional Administration	-	-	-	-
Function 23 - School Administration	-	-	-	-
Function 31 - Guidance & Counseling	-	-	-	-
Function 32 - Social Services	-	-	-	-
Function 33 - Health Services	-	-	-	-
Function 34 - Student Transportation	-	-	-	-
Function 35 - Food Service	-	-	-	-
Function 36 - Co-Curricular Activities	-	-	-	-
Function 41 - General Administration	-	-	-	-
Function 51 - Plant Maintenance & Operations	-	-	-	-
Function 52 - Security	-	-	-	-
Function 53 - Data Processing	-	-	-	-
Function 61 - Community Services	-	-	-	-
Function 71 - Debt Service	18,460,588	18,460,588	-	18,460,588
Function 81 - Capital Outlay	-	-	-	-
Function 91 - Contracted Instruction Services	-	-	-	-
Function 95 - JJAEP	-	-	-	-
Function 99 - Other Intergovernmental Charges	-	-	-	-
TOTAL ALL EXPENDITURES	**$ 18,460,588**	**$ 18,460,588**	**$ -**	**$ 18,460,588**
Excess/(Deficiency) of Revenues vs. Expenditures	**$ 22,034,517**	**$ 22,034,517**	**$ 1,425,000**	**$ 23,459,517**
Other Resources - Sale of Bonds	$ -	$ -	$ -	$ -
Other Uses - Sale of Bonds	(21,725,000)	(21,725,000)	-	(21,725,000)
Net Increase/(Decrease) in Fund Balance	**$ 309,517**	**$ 309,517**	**$ 1,425,000**	**$ 1,734,517**
Beginning Fund Balance ***(As of July 1, 2024)***	$ 35,808,285	$ 35,808,285		$ 35,808,285
Projected Ending Fund Balance	**$ 36,117,802**	**$ 36,117,802**		**$ 37,542,802**

Dripping Springs Independent School Distric

Debt Service - Fund 599

Summary of Budget Transfers/Amendments

Budget Amendments/Transfers as of June 19, 2025

REVENUES:

Ref #	Function	Organization	Amount	Description
	00	000	425,000	Adjustment for final budget amendment
	00	000	1,000,000	
TOTAL REVENUES			**$ 1,425,000**	

EXPENDITURES:

Function 71 - Debt Service

Ref #	Function	Organization	Amount	Description
			-	
			-	
			-	
TOTAL FUNCTION 71			$ -	
TOTAL EXPENDITURES			**$ -**	
INCREASE/(DECREASE) TO FUND BALANCE			**$ 1,425,000**	

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of 2025-2026 Accelerated Instruction Budget

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Deputy Superintendent for Finance and Operations, Elaine Cogburn

Motion Language: I move that the Board of Trustees approve $509,069 of the 2025-2026 proposed budget to be utilized for additional accelerated instruction in the 2025-2026 school year, to comply with legislative requirements.

Policy: CE(Legal/Local) Annual Operating Budget

Background: Under Section 29.081 of the Texas Education Code (TEC), compensatory education is defined in law as programs and/or services designed to supplement the regular education program for students identified as at risk of dropping out of school. The purpose is to increase academic achievement and reduce the dropout rate of these students.

TEC §28.0217 requires each school district to provide accelerated instruction in the applicable subject area each time a student fails to perform satisfactorily on an end-of-course (EOC) assessment instrument.

Districts are required to separately budget and prioritize state compensatory education funding and any other funding necessary to sufficiently support the cost of additional accelerated instruction for students who fail to perform satisfactorily on an EOC assessment instrument.

In order to meet the requirements of TEC §28.0217, specific Board approval of $509,069, which has been included in the existing budget requests, needs to be segregated and identified by Board action. These funds will be used to support the following student accelerated instructional practices and interventions: summer school, student success initiative (SSI) accelerated instruction, end of course (EOC) review sessions, and educational resources to support accelerated instruction.

Attachments: N/A

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of CSP 24-25-006 – JOC for Minor Construction Trades

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Deputy Superintendent for Finance and Operations, Elaine Cogburn

Motion Language: I move that the Board of Trustees award CSP 24-25-006 for Minor Construction Trades to all firms submitting a qualified bid.

Policy: CH (Legal/Local), CVF (Legal)

Background: "Job order contracting" is a procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of work required are indefinite. A district may award job order contracts for such work if the work is of a recurring nature but the delivery times are indefinite, and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks. The district shall establish the maximum aggregate contract price when it advertises the proposal. The board shall approve each job, task, or purchase order that exceeds $500,000. Gov't Code 2269.403

A Competitive Sealed Proposals (CSP) for JOC for Minor Construction Trades, CSP #24-25-006 was issued on April 9, 2025 and was advertised on April 9th and April 16th. Proposals were due at 2:00pm on May 9, 2025. Five proposals were received by the due date.

The district may award job order contracts to one or more job order contractors in connection with each solicitation of proposals. The base term for a job order contract may not exceed two years. The district may renew the contract annually for not more than three additional years. Gov't Code 2269.406/2269.409. In the CSP, DSISD established a maximum aggregate contract price for all contracts awarded under this JOC CSP at $1 million annually (maximum of $5 million over the 5-year life of the contract). However, there is no guarantee of usage, as it is contingent upon need and funding.

Three of the five proposers submitted proposals for all trades specified while one proposer submitted for roofing only and two proposers submitted for most trades but would subcontract out others. When the district incurs a need for a trade included in the overall proposal, the district would reach out to the firms responding to this bid for a best price proposal. The recommendation is to award the bid to all firms responding.

The initial contract period would be for July 1, 2025 to June 30, 2030.

Attachments: Schedule of Trades – CSP 24-25-006

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

SCHEDULE OF TRADES
#24-25-006 JOC FOR MINOR CONSTRUCTION REPAIRS
July 1, 2025 - June 30, 2030

CONTRACTOR NAME	ELECTRICAL	PLUMBLING	CONCRETE	MASONRY	CARPENTRY	HVAC	PAINTING	LANDSCAPE
JGA Roofing								
Novium Group	*	*	*	*	*	*	*	*
Balfour Beatty	*	*	*	*	*	*	*	*
Swinerton	*	*	*	*	*	*	*	*
Fitz Associates	*	*	*	*	*	*	*	*

ROOFING	FLOORING	MOLD REMEDIATION	GLASS (INSTALLATION/REPAIR)	EMERGENCY SERVICES	PUNCH LIST	ON CALL MAINTENANCE	AUDIO VISUAL
*							
*	*	*	*	*	*	*	*
*	*	*	*	*	*	*	*
	*	*	*	*	*	*	
*	*	*	*	*	*	*	*

BROADBAND INFRASTRUCTURE	Notes
*	
*	Subcontracted
	Subcontracted
*	

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of PEC Underground & Utility Line Easement Agreements for DSHS

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Deputy Superintendent, Elaine Cogburn & Chief Operations Officer, Scott Berry

Motion Language: I move that the Board of Trustees approve the utility line easement and underground agreement pertaining to Dripping Springs High School underground electric service.

Policy: CH (Legal) CV (Local)

Background: Related to the installation of portables at DSHS, Pedernales Electric Cooperative has submitted a utility easement and underground agreement to run power lines necessary for the portables. This is a standard 20 ft PEC utility easement that runs from the transformer location on the north side of the school to the proposed transformer and cutoffs location required for the proposed portable buildings. It will allow PEC to provide electrical service to the portable classrooms that will be utilized starting with the 2025-2026 school year. This agreement needs to be approved before PEC will install underground utilities to the site. The easement is conveyed and granted for a sum of $10.

We are presenting the PEC Easement Agreement along with the PEC Underground Agreement. PEC requires both the Underground Agreement and the Utility Easement Agreement be approved in order to complete the installation of the underground electric utility.

Attachments: DSISD & PEC Utility Easement Agreement – June 2025
DSISD & PEC Underground Agreement – June 2025

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Property Owner _____ or Subdivision Name: _____ Address: _____ PEC Reference: _____

UTILITY EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

The undersigned DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT,
(Printed Name exactly as it/they appear on Deed Record)

("Grantor") (whether one or more), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT AND CONVEY unto PEDERNALES ELECTRIC COOPERATIVE, INC. ("Grantee") whose mailing address is P.O. Box 1, Johnson City, Texas 78636, and its contractors, agents, successors and assigns, a permanent easement and right-of-way ("Easement") as hereinafter described for an underground electric distribution line or lines, consisting of variable number of wires, cables, conduit, enclosures, switches, steel or concrete boxes, concrete or composite pads, transformers, cable risers; and communication systems, as related to the distribution of electricity, energy, power, light, heat, or energy services; or broadband/communication services or any other services provided only by Grantee or its affiliate; and all necessary or desirable appurtenances related thereto (collectively, the "Facilities"), over, in, under, below, above, through, across and upon the following described lands located in HAYS County, Texas (the "Property"):

Acreage: A tract of land consisting of 45.53 acres of land, more or less, out of the Philip Smith Survey, Abstract No. 415, in Hays County, Texas, being a portion of that certain 49.6075-acre tract of land as conveyed to Teddy B. Draper and Pamela S. Draper Described by Special Warranty Deed recorded in Volume 970, Page 623 of the Official Public Records of Hays County, Texas

The area of the Easement hereby conveyed for Facilities shall be: 20 FEET
twenty (20) feet in width, being ten (10) feet on each side of the centerline of the Facilities as built (or twenty (20) feet in total if Facilities are built less than ten (10) feet from a property line) (the "Easement Area") or as more particularly described in Exhibit A if attached hereto. Any Facilities (guys and anchors or pads, transformers or switches) if installed outside the Easement Area shall be considered part of the Easement Area.

The purpose of the Easement is to place and construct; to re-construct, upgrade, to install and add; to relocate, replace, remove, and repair; and to inspect, patrol, maintain and operate the Facilities; the right to place temporary structures; and further to cut, trim, treat and/or remove from said Easement Area and adjacent lands any and all vegetation and parts thereof, or other obstructions which may endanger, or interfere with establishing and continued access, efficiency, and safety of said lines, systems or their appurtenances.

Grantee has the right of pedestrian, vehicular, and equipment ingress and egress over and under the Property, or any of Grantor's adjacent lands, to and from the Easement Area.

Grantor may not place or construct any structures or other obstacles over, in, under, below, above, across and upon the Easement Area that substantially interfere with the Grantee's use and enjoyment of the Easement Area.

Grantor warrants that Grantor is the owner of the Property and has the authority to execute this Easement.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee and its successors and assigns, until this Easement is released by written instrument executed by the Grantee and recorded in the Official Real Property Records of the County or Counties in which the Property is located.

Grantor, Grantor's heirs, legal representatives, and successors and assigns, do hereby bind themselves to warrant and forever defend all and singular the above-described Easement and rights unto Grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[Remainder of page intentionally left blank]

The undersigned has executed this Easement to be effective as of the _____ day of _____, 20_____.

Entity Signature Block:
By: _____
(Business Name)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

ACKNOWLEDGMENT

THE STATE OF _____§

COUNTY OF _____§

This instrument was acknowledged before me on _____ by
(date)

_____, _____ of _____ a
(name of officer) (title of officer) (name of corporation acknowledging)

_____ corporation, on behalf of said corporation.
(state of incorporation)

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____,

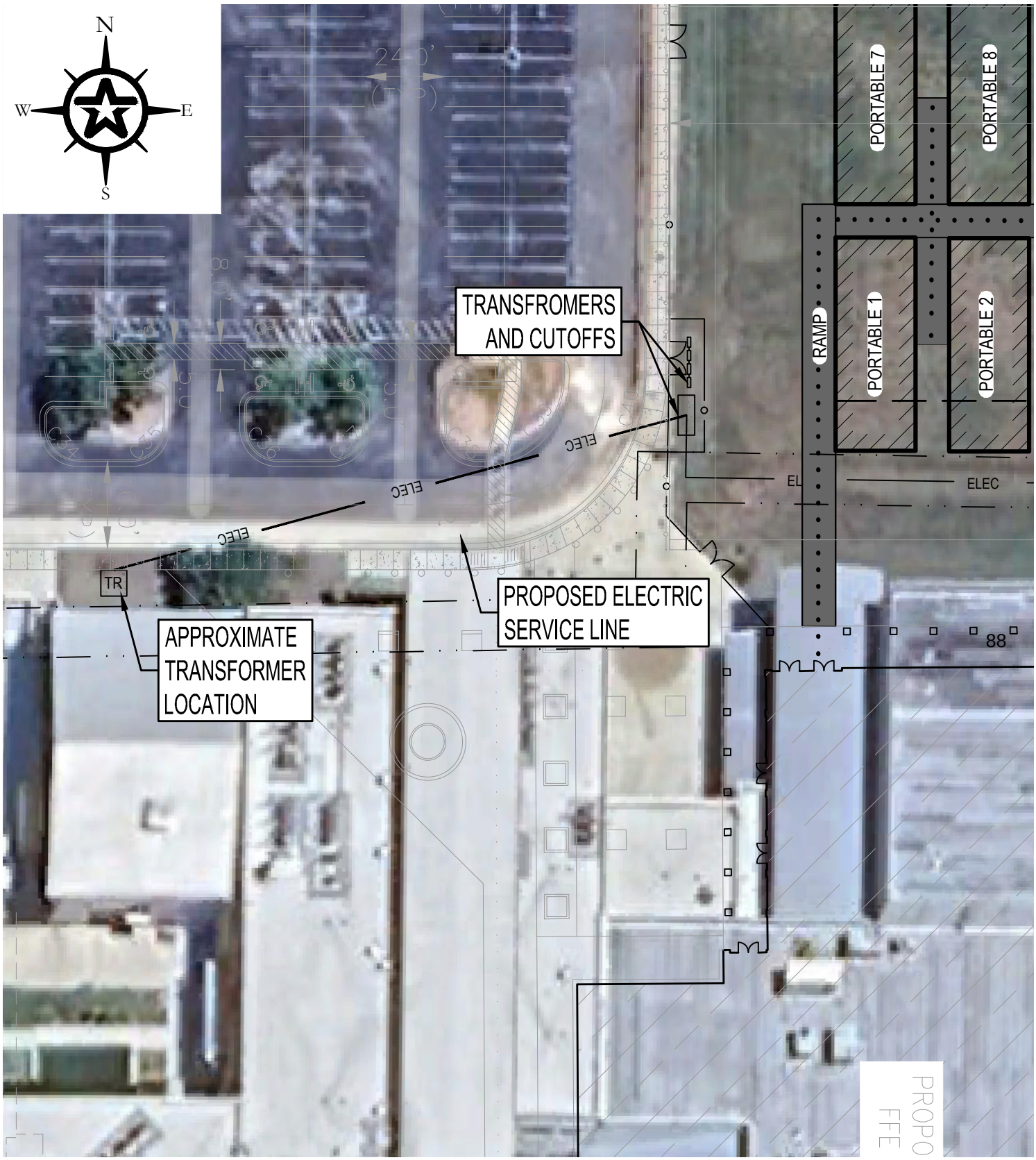
20____.

_____
Notary Public in and for
The State of _____

Please Return to:

EXHIBIT A

EXHIBIT 'A'
DESCRIPTION AND LOCATION OF FACILITIES



DRIPPING SPRINGS ISD HIGH SCHOOL
940 US-290
DRIPPING SPRINGS, TEXAS 78620

Walker Partners
engineers | surveyors
T.B.P.E. Registration No. 8053

Drawing Path: G:\Projects\3-00936\2 Engineering\2.0 CAD_Plan Production\SHT_SITE PLAN.dwg Plotted By: Emily Hughes Date: 4/8/2025

UNDERGROUND AGREEMENT

PEDERNALES ELECTRIC COOPERATIVE, INC.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Hays §

WHEREAS, Dripping Springs Independent School District

(hereinafter called Developer) is desirous that electric service to Dripping Springs High School Portable Buildings be served by an underground electrical distribution system as shown on Exhibit A.

WHEREAS, Pedernales Electric Cooperative, Inc. (hereinafter called PEC) will install a portion of said underground electric distribution system and Developer will install a portion of said system;

NOW, THEREFORE, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, Developer and PEC hereby agree as follows:

1. Developer will provide the trench, purchase and install the conduits, concrete transformer pads, above ground sectionalizing enclosures, sectionalizing enclosure pads, secondary enclosures or pads, ground rods, ground rod clamps, cap ends of all conduits, install approved pulling cord in conduits, and electric caution tape in accordance with plans and specifications.

2. PEC will invoice the Developer for the installed cost of primary and secondary URD cable in accordance with plans and specifications, including primary termination equipment. PEC shall provide, at its discretion, either transformer termination cabinets or transformers at each transformer pad as cable is installed.

3. If agreement and payment are not returned within ninety (90) days, a new cost estimate will be generated to reflect current material costs.

4. PEC, through its inspections, will ascertain that the plans and specifications are complied with during all phases of construction. In the event PEC finds any part of said system that has not been completed in accordance with the plans and specifications, PEC shall notify Developer of any such deficiencies. Notification shall be given three (3) days prior to commencement of initial trenching.

5. Developer will correct any and all deficiencies within ninety (90) days of notification from PEC.

6. Developer will show proof that the labor and materials installed have been paid in full and that all liens against said labor and materials are released.

7. Developer will furnish PEC easement rights as required for the purpose of operation and maintenance of said underground electrical system. Developer will ensure that all conduits, pads, etc. are installed within said easement and, thereby, assumes responsibility for the placement of all pads.

8. Developer hereby agrees to save and hold PEC harmless from any and all claims, judgments, causes of action, or any other type damages which may arise or result, either directly or indirectly, from any of the actions connected with the installation of said electrical distribution system.

9. Developer shall instruct all lot owners in the sections covered by this agreement who will be served by the underground system that they shall install a 3” conduit, in accordance with PEC

specifications, from a stub or pad, installed by the utility contractor, to a meter socket located on the residence, or meter pedestal, and that PEC shall be notified before installation begins.

10. PEC agrees that it will complete the system as an underground electrical distribution system in segments as required to furnish electrical service to qualified applicants in said sections provided Developer has completed its part of said system in accordance with this agreement.

11. All applications for service will be subject to the policies established by PEC which are in effect at the time the applications for electric service are made.

12. After Developer and the individuals applying for electric service have completed their portions of the underground electric installation in accordance with all PEC requirements, PEC will complete said portion of the electric underground facility by installing, when appropriate, transformers, terminations, and cable.

13. Any changes to the electrical system required because of re-subdivision by present or future owner shall be at the sole expense of the party desirous of the re-subdivision.

14. Upon completion and inspection of the underground electric facility, Developer agrees, in accordance with PEC's Tariff, that PEC shall at all times have complete ownership and control of the entire electric underground distribution system without any obligation to refund any part of the contribution made by the Developer and that the underground electric system shall be and become the property of Pedernales Electric Cooperative, Inc., upon the completion of the terms outlined above. Further, Developer hereby grants, gives and transfers the conduit and related electrical equipment to PEC free from any lien, security interest or other encumbrance.

15. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

Executed in duplicate originals this _____ day of _____, _____.

[NAME OF DEVELOPER]

Dripping Springs Independent School District

BY: Dripping Springs Independent School District

Name: _____

Title: _____

Pedernales Electric Cooperative, Inc.

BY: _____

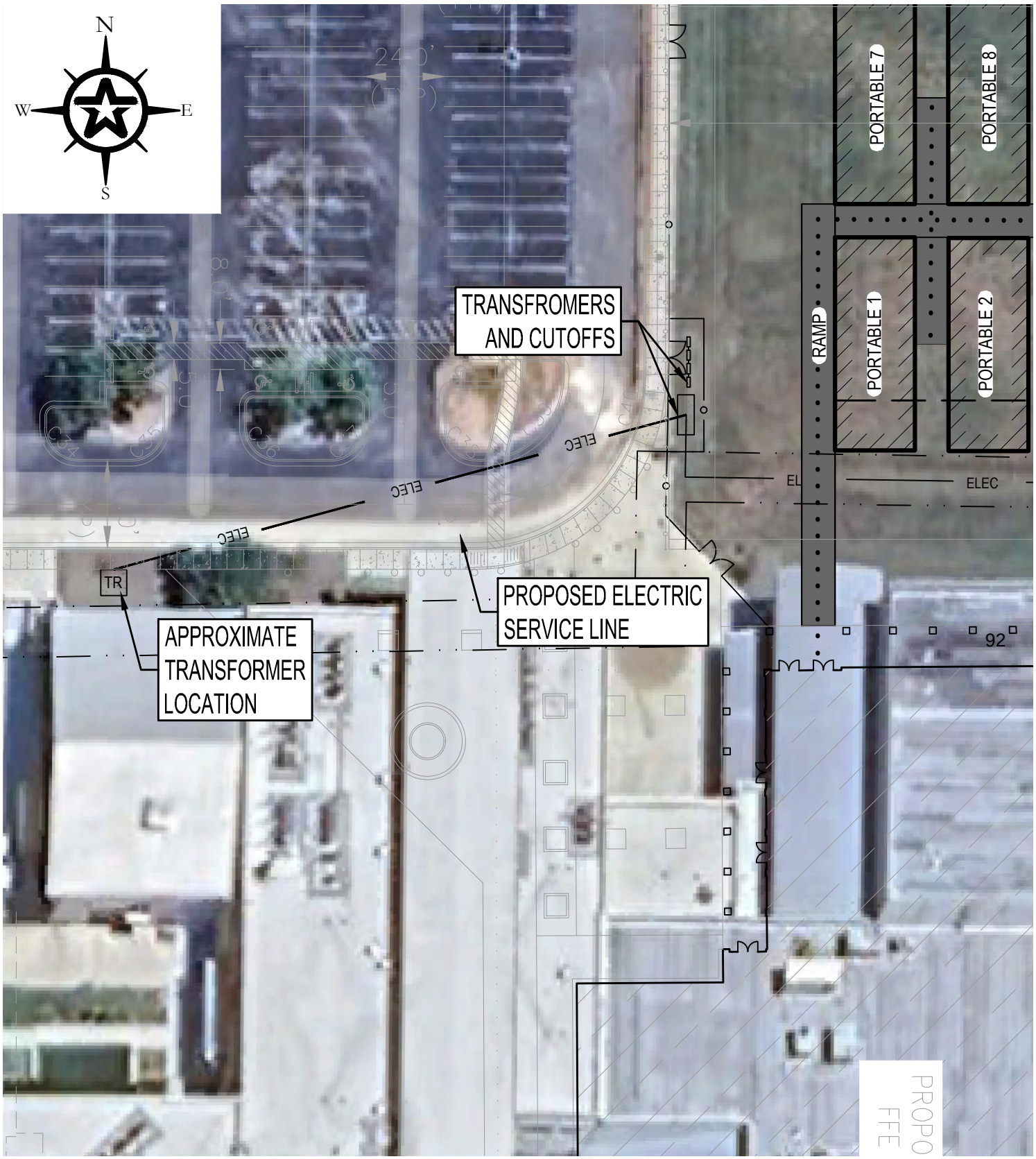
Name: _____

Title: _____

Exhibit A

DESCRIPTION AND LOCATION OF FACILITIES

EXHIBIT 'A'
DESCRIPTION AND LOCATION OF FACILITIES



DRIPPING SPRINGS ISD HIGH SCHOOL
940 US-290
DRIPPING SPRINGS, TEXAS 78620

Walker Partners
engineers | surveyors
T.B.P.E. Registration No. 8053

Drawing Path: G:\Projects\3-00936\2 Engineering\2.0 CAD_Plan Production\SHT_SITE PLAN.dwg Plotted By: Emily Hughes Date: 4/8/2025

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of Agreement with PBK for Architectural and Engineering Services for the DSE Envelope Project

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Chief Operations Officer, Scott Berry & Director of Construction & Planning, James Conkle

Motion Language: I move to approve the agreement with PBK Architects to provide architectural and engineering services for the Dripping Springs Elementary School Envelope and Waterproofing Project (Bond 2025).

Policy: CH (Legal)

Background: As part of the 2023 bond program DSES was slated for window replacement as part of the overall DSES Renovation Project. PBK Architects was awarded the design work for the renovations. As construction progressed it was discovered that waterproofing would be required as part of the window replacement. A project in the 2025 bond program, includes waterproofing and exterior envelope replacement of the DSES campus. This work is planned to occur during the summer of 2026.

In order to get the work designed and bid, an architect needs to be assigned to the project. The administration recommends expanding the scope of services provided by PBK to include providing architectural and engineering services for the DSES Envelope and Waterproofing Project. A final agreement will be brought back to the Board once negotiated.

Attachments: AIA Agreement

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Third day of June in the year Two thousand Twenty-Five
(In words, indicate day, month and year.)

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

Dripping Springs Independent School District
300 Sportsplex Dr.
Dripping Springs, TX 78620
(512) 853-3000

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

PBK Architects, Inc.
6300 Bridge Point Parkway
Austin, TX 78730

(512) 320-0676

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

DSES Building Envelope Replacement
29400 Ranch Road 12
Dripping Springs, TX 78620

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

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

PROPOSED SCOPE OF WORK

Working in concert with Dripping Springs ISD, PBK proposes to produce construction documents for demo and replacement of building exterior system.

The general scope of services to be performed include, but are not limited to the following:

- Field investigative services by our team to determine conditions and scope.
- Prepare budget cost estimates for work.
- Establish final detailed Scope of Work (structural if necessary) upgrades.
- Provide construction documents required to ensure the proper detailing and design. System design, code compliance, system guarantee, maintainability along with anticipated service life, will be the criteria used to determine the most cost-effective, long-term Scope of Work.

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- Bid assistance, including managing pre-proposal and proposal conferences, addendums, and questions.
- Review and mark-up of submittals and shop drawings.
- Assist at pre-construction meeting and pre-installation meeting.
- Review work in construction for quality assurance during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.
- Periodic quality assurance inspections during related applications.
- Assist at job-site meetings.
- Review of proposed change order requests.
- Response to clarifications and creation of CPR's, CCD's, AEA's and change orders as required.
- Assist in progress payment reviews.
- Assist in final inspection and project close out.

PRELIMINARY PHASE

Schematic and Design Development Phase: This phase shall provide the necessary information required to develop a proper scope of work to ensure a cost effective, long-term solution for existing areas. During this phase we will identify areas in need of preventative maintenance, repair, replacement, or modification. If requested, a written report can be issued to summarize our findings at the conclusion of this phase.

The following is a general scope of work to be performed under this Phase:

- Exterior, visual examination of the waterproof integrity of the entire facility.
- Visual examination of the existing window assembly.
- Cross-section analysis of the existing building envelope, insulation and substrate assembly.
- Measure/dimension/sketch roof plan and locate all penetrations and projections.
- General Information; Existing Conditions; Recommendations.
- Visual examination of all lintels and substrate framing of the structural assembly.

DESIGN PHASE

Construction Documentation: This phase is intended to assist in the production of construction documents required to ensure proper specification, detailing and design. System design, code compliance, system guarantee, maintainability along with anticipated service life, will be the criteria used to determine the most cost-effective, long-term scope of work.

The following is a general scope of work to be performed under this Phase:

- Establish final detailed Scope of Work
- Prepare specification sections (fluid applied air- barrier, flexible flashings, sheet metal, accessories, etc.).
- Prepare and draw required exterior elevations, wall sections, and related details.
- Assist/Manage pre-proposal and proposal conference.
- Assist/Manage in the evaluation and selection of contractor.
- Review and mark-up of submittals and shop drawings.
- Assist/Manage at pre-proposal conference.

BID AWARD EXCECUTION PHASE

Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.

The following is the general scope of work to be performed under this Phase:

- Assist at pre-bid meeting.
- Assist in bid award process.
- Assist in providing recommendation of Certified Installation of the project.

CONSTRUCTION PHASE

Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.

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The following is the general scope of work to be performed under this Phase:

- Assist at pre-construction meeting.
- Part-time quality assurance inspections during applications.
- Inspection of demo of veneer and burlap bag insulation.
- Inspection of installation of wall installation (exterior gyp, air barrier, brick ties, continuous insulation and new veneer.
- Assist at related job-site meetings.
- Assist in progress payment notification.
- Assist in final inspection and project close out.

POST - CONSTRUCTION PHASE

Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.

- Assist in Close out Documentation of the project.
- Assist in gathering Manufacturer Punch Reports
- Assist in gathering General Contractor Punch Reports
- Assist in conducting BEAM Punch Reports

§ 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.)

See Section 1.1.1, above.

§ 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.)

Compensation for all services described will be a fixed lump sum fee on (6%) of estimated cost of construction.

CONSTRUCTION COST.....$5,000,000.00

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

.1 Design phase milestone dates, if any:

To be determined by the Owner.

.2 Construction commencement date:

Summer 2026

.3 Substantial Completion date or dates:

To be determined by Owner.

.4 Other milestone dates:

To be determined by Owner.

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§ 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.)

To be determined by the Owner's Board of Trustees.

§ 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.)

None.

§ 1.1.6.1 [Intentionally Deleted.]

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

Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098

§ 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.)

Mr. James Conkle
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F.: 512.858.3098

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

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

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

Darrell Pearson
PBK Architects, Inc.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(512) 557-4857

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darrell.pearson@pbk.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:

.1 Structural Engineer:

PKA
David Cole, P.E.
4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
(512) 345-5538

.2 Mechanical, Electrical, Plumbing (MEP) Engineer:

.3 Civil Engineer:

.4 Roofing Engineer (if needed):

BEAM Professionals
Dean Wiederstein, M. Arch.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(210) 638-7240

.5 Technology (if needed):

.6 Food Services (if needed):

.7 Landscaping (if needed):

.8 Surveyor (if needed):

.9 Geotechnical Engineer (if needed):

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§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

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

None.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from negligent (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation: (Including Waiver of Subrogation	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's

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Endorsement)	Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Professional Liability:	
Architect	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Architect's Consultants	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00 each person
Automobile Liability	$1,000,000.00 combined single limit
Excess Umbrella Liability	$5,000,000.00

.1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

.4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 Subject to the Standard of Care, the Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local

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ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

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§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

.1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.

.2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed and/or at regular intervals in the Architect's professional judgment.

.3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

.4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the

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Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.5.2 Competitive Procurement

§ 3.5.2.1 Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in the procurement process for Construction Services:

.1 facilitating the distribution of Procurement Documents to prospective bidders;

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

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Procurement Documents to the prospective bidders in the form of addenda; and,

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

§ 3.5.2.3 If the Procurement Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work except as otherwise required in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) 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.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

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§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents as Basic Services. 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 as Basic Services.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work not involving an adjustment in the Contract Sum, 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 compensated under Section 11.1.

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

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

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.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance 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 education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain 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 Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally Deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Basic Services - Architect
§ 4.1.1.2 Multiple preliminary designs	Basic Services - Architect

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§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Owner (if applicable)
§ 4.1.1.5 Site evaluation and planning	Basic Services – Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Basic Services – Architect
§ 4.1.1.9 Landscape design	Basic Services – Architect
§ 4.1.1.10 Architectural interior design	Basic Services – Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Basic Services – Architect
§ 4.1.1.15 As-designed record drawings	Basic Services- Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided (Contractor to Provide)
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Basic Services- Architect
§ 4.1.1.21 Telecommunications/data design	Basic Services- Architect
§ 4.1.1.22 Security evaluation and planning	Basic Services- Architect
§ 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 Multiple bid packages	Basic Services- Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Basic Services- Architect
§ 4.1.1.29 Other services provided by specialty Consultants	--
§ 4.1.1.30 Other Supplemental Services	--
§ 4.1.1.31 Surveys	Basic Services - Architect
§ 4.1.1.32 Geotechnical Engineering	Basic Services - Architect

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§ 4.1.1.33 Food service	Basic Services - Architect
§ 4.1.1.34 Technology	Basic Services - Architect
§ 4.1.1.35 Roofing	Basic Services - Architect

§ 4.1.2 Description of Supplemental Services

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

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

Self-Explanatory – See list above.

§ 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.)

Self-Explanatory – see list above.

§ 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.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work;

.2 [Section Deleted.];

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or

.5 [Section Deleted.];

.6 [Section Deleted.];

.7 [Section Deleted.];

.8 [Section Deleted.];

.9 [Section Deleted.];

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

.11 [Section Deleted.].

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§ 4.2.2 [Paragraph Deleted.]

§ 4.2.3 The Architect shall provide Construction Phase Services based on the needs of the project and professional judgment of the Architect, which shall include:

.1 Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 [Section Deleted.]

.3 Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Inspections for any portion of the Work to determine final completion.

.5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

§ 4.2.5 [Paragraph Deleted.]

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 [Intentionally Deleted.]

§ 5.5 [Intentionally Deleted.]

§ 5.6 The Owner shall provide the Supplemental 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 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

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

§ 5.15 Within a reasonable time 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.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the bid or proposal providing the best value to the Owner, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

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.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's services for modifying the Construction Documents shall be without additional compensation. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and 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.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each

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other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 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 the initiation of litigation.

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

.1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

.2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

.3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 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.

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

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration [Section Deleted.]

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, 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 seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

§ 9.2 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.

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§ 9.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7 [Paragraph Deleted.]

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

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§ 10.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 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. Owner herein designates the following as confidential information: security measures; 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.

§ 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 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.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

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

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§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies 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 Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Not Applicable.

.2 Percentage Basis
(Insert percentage value)

Six (6.00)% of the Owner's budget for the Cost of the Work, as calculated in accordance with section 11.6

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Reimbursement at the amount invoiced to the Architect.

Reimbursable expenses will be limited to state agency review fees (if applicable) and cost of reproduction of documents. There would be no mark-up on reimbursed items.

§ 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.)

For Additional Services that may arise, during the court of the Project, including those under Section 4.2, the hourly rates shall be those set forth in Section 11.2, above.

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

As invoiced to the Architect.

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

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 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 be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See section 11.2, above.

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence except travel to and from the Project site;
.2 [Subsection Deleted.];
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 [Subsection Deleted.];
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 [Subsection Deleted.];
.8 [Subsection Deleted.];
.9 [Subsection Deleted.];
.10 [Subsection Deleted.];
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
.12 [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0%) of the expenses incurred.

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

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of ZERO DOLLARS ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 [Intentionally Deleted.]

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251.
(Insert rate of monthly or annual interest agreed upon.)

§ 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.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of
Texas."

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 [Intentionally Deleted.]
(Insert the date of the E203-2013 incorporated into this agreement.)

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

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[ ] 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.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Dr. Holly Morris-Kuentz, Superintendent	BY: Darrell Pearson, Managing Senior Principal
(Printed name and title)	*(Printed name, title, and license number if required)*

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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 14:19:16 CDT on 06/12/2025.

Changes to original AIA text

PAGE 1

Dripping Springs Independent School District
300 Sportsplex Dr.
Dripping Springs, TX 78620
(512) 853-3000

~~300 Sportsplex Dr.~~
~~Dripping Springs, TX 78620~~
~~(512) 853-3000~~

The Owner and Architect agree as ~~follows.~~follows:

PAGE 2

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

§ 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.)

PROPOSED SCOPE OF WORK

Working in concert with Dripping Springs ISD, PBK proposes to produce construction documents for demo and replacement of building exterior system.

The general scope of services to be performed include, but are not limited to the following:

- Field investigative services by our team to determine conditions and scope.
- Prepare budget cost estimates for work.

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- Establish final detailed Scope of Work (structural if necessary) upgrades.
- Provide construction documents required to ensure the proper detailing and design. System design, code compliance, system guarantee, maintainability along with anticipated service life, will be the criteria used to determine the most cost-effective, long-term Scope of Work.
- Bid assistance, including managing pre-proposal and proposal conferences, addendums, and questions.
- Review and mark-up of submittals and shop drawings.
- Assist at pre-construction meeting and pre-installation meeting.
- Review work in construction for quality assurance during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.
- Periodic quality assurance inspections during related applications.
- Assist at job-site meetings.
- Review of proposed change order requests.
- Response to clarifications and creation of CPR's, CCD's, AEA's and change orders as required.
- Assist in progress payment reviews.
- Assist in final inspection and project close out.

PAGE 3

PRELIMINARY PHASE

Schematic and Design Development Phase: This phase shall provide the necessary information required to develop a proper scope of work to ensure a cost effective, long-term solution for existing areas. During this phase we will identify areas in need of preventative maintenance, repair, replacement, or modification. If requested, a written report can be issued to summarize our findings at the conclusion of this phase.

The following is a general scope of work to be performed under this Phase:

- Exterior, visual examination of the waterproof integrity of the entire facility.
- Visual examination of the existing window assembly.
- Cross-section analysis of the existing building envelope, insulation and substrate assembly.
- Measure/dimension/sketch roof plan and locate all penetrations and projections.
- General Information; Existing Conditions; Recommendations.
- Visual examination of all lintels and substrate framing of the structural assembly.

DESIGN PHASE

Construction Documentation: This phase is intended to assist in the production of construction documents required to ensure proper specification, detailing and design. System design, code compliance, system guarantee, maintainability along with anticipated service life, will be the criteria used to determine the most cost-effective, long-term scope of work.

The following is a general scope of work to be performed under this Phase:

- Establish final detailed Scope of Work
- Prepare specification sections (fluid applied air- barrier, flexible flashings, sheet metal, accessories, etc.).
- Prepare and draw required exterior elevations, wall sections, and related details.
- Assist/Manage pre-proposal and proposal conference.
- Assist/Manage in the evaluation and selection of contractor.
- Review and mark-up of submittals and shop drawings.
- Assist/Manage at pre-proposal conference.

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BID AWARD EXCECUTION PHASE

Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.

The following is the general scope of work to be performed under this Phase:

- Assist at pre-bid meeting.
- Assist in bid award process.
- Assist in providing recommendation of Certified Installation of the project.

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CONSTRUCTION PHASE

Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.

The following is the general scope of work to be performed under this Phase:

- Assist at pre-construction meeting.
- Part-time quality assurance inspections during applications.
- Inspection of demo of veneer and burlap bag insulation.
- Inspection of installation of wall installation (exterior gyp, air barrier, brick ties, continuous insulation and new veneer.
- Assist at related job-site meetings.
- Assist in progress payment notification.
- Assist in final inspection and project close out.

POST - CONSTRUCTION PHASE

Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.

- Assist in Close out Documentation of the project.
- Assist in gathering Manufacturer Punch Reports
- Assist in gathering General Contractor Punch Reports
- Assist in conducting BEAM Punch Reports

~~To be determined by the Owner.~~

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§ 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.~~[Intentionally Deleted.]

Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098
~~Dr. Holly Morris-Kuentz~~

~~Superintendent~~
~~Dripping Springs Independent School District~~
~~300 Sportscomplex Dr.~~
~~Dripping Springs, Texas 78620~~
~~p.: 512.858.3001~~
~~f. 512.858.3098~~
~~f.: 512.858.3098~~

~~.1 Geotechnical Engineer:~~

~~Not applicable.~~

~~.2 Civil Engineer:~~Surveyor:

.~~1~~3 Other, if any:

PAGE 6

Darrell Pearson
PBK Architects, Inc.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(512) 557-4857
darrell.pearson@pbk.com

~~PBK Architects, Inc.~~
~~6300 Bridge Point Parkway, Suite 1-350~~
~~Austin, TX 78730~~
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~~PBK Architects, Inc.~~

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~~darrell.pearson@pbk.com~~ darrell.pearson@pbk.com

PKA
David Cole, P.E.
4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
(512) 345-5538

.2 ~~Mechanical~~ Mechanical, Electrical, Plumbing (MEP) Engineer:

.3 ~~Electrical~~ Civil Engineer:

.4 Roofing Engineer (if needed):

BEAM Professionals

Dean Wiederstein, M. Arch.

6300 Bridge Point Parkway, Suite 1-350

Austin, TX 78730

(210) 638-7240

.5 Technology (if needed):

.6 Food Services (if needed):

PAGE 7

.7 Landscaping (if needed):

.8 Surveyor (if needed):

.9 Geotechnical Engineer (if needed):

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

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the development, use, transmission, and exchange of digital data.

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

§ 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.~~ with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from negligent (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

PAGE 8

§ 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.~~Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

~~**§ 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.with indemnification limits not less than the amounts indicated:~~

~~**§ 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.with indemnification limits not less than the amounts indicated:~~

~~**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used,~~ **Worker's Compensation:** (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Professional Liability:	
Architect	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Architect's Consultants	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00 each person

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Automobile Liability	$1,000,000.00 combined single limit
Excess Umbrella Liability	$5,000,000.00

1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

.4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

~~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.~~ ~~**.1** The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.~~

~~**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination~~ ~~**.2** The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.~~

~~of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability~~ ~~**.3** It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing 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~~ ~~**.4** Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.~~

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~~the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~ **~~5~~** ~~Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.~~

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~~§ 2.5.5~~ ~~Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~ **§ 2.6** The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and

~~§ 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.~~ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ ~~2.5.7 Additional Insured Obligations.~~ ~~To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~ **2.7** Subject to the Standard of Care, the Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

§ ~~2.5.8~~ ~~The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~**2.8** Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, ~~and electrical~~ electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall ~~assist the Owner in connection with the Owner's responsibility~~ be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

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§ 3.1.7 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

~~**§ 3.1.7** [Intentionally deleted.]~~

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

.1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.

.2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed and/or at regular intervals in the Architect's professional judgment.

.3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

.4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

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§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5.2 Competitive ~~Bidding~~Procurement

§ 3.5.2.1 ~~Bidding~~ Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in ~~bidding the Project by:~~the procurement process for Construction Services:

.1 facilitating the distribution of ~~Bidding~~ Procurement Documents to prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the ~~Bidding~~ Procurement Documents to the prospective bidders in the form of addenda; and,

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

.4 ~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

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

§ 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.~~ Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. 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.

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§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

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§ 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 in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, ~~(3) reviewed copies of requisitions received from Subcontractors and suppliers and other data~~

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~~requested by the Owner to substantiate the Contractor's right to payment, or (4)~~ or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract ~~Documents.~~ Documents as Basic Services. 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 as Basic Services.

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. 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~~ not involving an adjustment in the Contract Sum, an expenditure of contingency funds 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.~~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 compensated under Section 11.1.

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§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance 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 education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been

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constructed in general accordance with the Construction Documents set out in Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally Deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

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§ 4.1.1 The services listed below are ~~not included in Basic Services but may be required for the Project.~~ Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Basic Services - Architect
§ 4.1.1.2 Multiple preliminary designs	Basic Services - Architect
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Owner (if applicable)
§ 4.1.1.5 Site evaluation and planning	Basic Services – Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Basic Services – Architect
§ 4.1.1.9 Landscape design	Basic Services – Architect
§ 4.1.1.10 Architectural interior design	Basic Services – Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Basic Services – Architect
§ 4.1.1.15 As-designed record drawings	Basic Services- Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided (Contractor to Provide)
§ 4.1.1.17 Post-occupancy evaluation	Not Provided

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§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Basic Services- Architect
§ 4.1.1.21 Telecommunications/data design	Basic Services- Architect
§ 4.1.1.22 Security evaluation and planning	Basic Services- Architect
§ 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 Multiple bid packages	Basic Services- Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Basic Services- Architect
§ 4.1.1.29 Other services provided by specialty Consultants	--
§ 4.1.1.30 Other Supplemental Services	--
§ 4.1.1.31 Surveys	Basic Services - Architect
§ 4.1.1.32 Geotechnical Engineering	Basic Services - Architect
§ 4.1.1.33 Food service	Basic Services - Architect
§ 4.1.1.34 Technology	Basic Services - Architect
§ 4.1.1.35 Roofing	Basic Services - Architect

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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.~~All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the ~~Work, or procurement or delivery method;~~Work;

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.2 ~~Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~[Section Deleted.];

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of

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performance on the part of the Owner or the Owner's consultants or contractors; or

.5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~[Section Deleted.];

.6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~[Section Deleted.];

.7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~[Section Deleted.];

.8 ~~Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~[Section Deleted.];

.9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~[Section Deleted.];

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

~~_____~~**.11** ~~Assistance to the Initial Decision Maker, if other than the Architect~~[Section ~~.~~Deleted.].

§ 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.~~[Paragraph Deleted.]

~~**.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.~~

~~**.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;~~

§ 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:~~based on the needs of the project and professional judgment of the Architect, which shall include:

.1 ~~( ) reviews~~ Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.3 ~~( ) inspections~~ Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~( ) inspections~~ Inspections for any portion of the Work to determine final completion.

~~**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial~~

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~~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..~~**5** The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph 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.~~**[Paragraph Deleted.]**

§ 5.4 ~~The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~ [Intentionally Deleted.]

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§ 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.~~ [Intentionally Deleted.]

§ 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~~ Unless otherwise provided in this Agreement, 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.

§ 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 and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 Within ~~15 days~~ a reasonable time 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.

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however,

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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.

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§ 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,~~ bid or proposal providing the best value to the Owner, the Owner shall

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the~~ The Architect's services for modifying the Construction Documents shall be without additional compensation. ~~In any event, the~~ The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 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. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

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

§ 7.3.1 ~~In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.~~ The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

~~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.~~**§ 7.3.2** The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of

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Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

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

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

§ 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.~~the initiation of litigation.

§ 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~~ Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

~~for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of~~ **.1** Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

~~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~~ **.2** In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

~~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.~~**.3** At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

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§ 8.3 Arbitration [Section Deleted.]

~~**§ 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.~~

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this ~~Agreement,~~ Agreement through

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no fault of the Architect, 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.~~ Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of 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.~~Owner.

§ 9.2 ~~If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~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.

§ 9.3 If ~~the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect,~~ the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement ~~by giving~~ upon not less than seven ~~days' written notice.~~ (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

§ 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.~~In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 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:~~[Paragraph Deleted.]
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~
~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

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

§ 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.~~Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

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§ 10.6 ~~Unless otherwise required in this Agreement, the Architect~~ The Architect and Architect's consultants shall have no responsibility for the ~~discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at~~ handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have

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an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 ~~The~~ With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. ~~This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; 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.

§ 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.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

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§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

§ 10.15 Architect shall keep all accounting and construction records on the Project for a period of at least twelve

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

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies 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 Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

Six (6.00)% of the Owner's budget for the Cost of the Work, as calculated in accordance with section 11.6

PAGE 25

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 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.

§ 11.7 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.~~fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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See section 11.2, above.

Employee or Category **Rate ($0.00)**

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.1 Transportation and authorized out-of-town travel and ~~subsistence;~~subsistence except travel to and from the Project site;

.2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~[Subsection Deleted.];

.5 ~~Postage, handling, and delivery;~~[Subsection Deleted.];

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

.7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~[Subsection 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;~~[Subsection Deleted.];

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~[Subsection Deleted.];

.10 ~~Site office expenses;~~[Subsection 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,~~Objective.

.12 ~~Other similar Project-related expenditures.~~[Subsection 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 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.~~Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~

§ 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.~~liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services,

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and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

PAGE 27

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of

Texas."

.2 ~~Building Information Modeling Exhibit, if completed:~~[Intentionally Deleted.]

(Insert the date of the E203-2013 incorporated into this agreement.)

Variable Information

PAGE 1

AGREEMENT made as of the Twelfth day of June in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

PBK Architects, Inc.
6300 Bridge Point Parkway
Austin, TX 78730
(512) 320-0676

DSES Building Envelope Replacement
29400 Ranch Road 12
Dripping Springs, TX 78620

PAGE 4

See Section 1.1.1, above.

Compensation for all services described will be a fixed lump sum fee on (6%) of estimated cost of construction.

CONSTRUCTION COST.....$5,000,000.00

To be determined by the Owner.

Summer 2026

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To be determined by Owner.

To be determined by Owner.

PAGE 5

To be determined by the Owner's Board of Trustees.

None.

Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098

Mr. James Conkle
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
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PAGE 6

PKA
David Cole, P.E.
4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
(512) 345-5538

PAGE 7

None.

None.

PAGE 17

Self-Explanatory – See list above.

Self-Explanatory – see list above.

PAGE 18

.2 [Section Deleted.]

PAGE 21

[X] Litigation in a court of competent jurisdiction

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Not Applicable.

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Reimbursement at the amount invoiced to the Architect.

Reimbursable expenses will be limited to state agency review fees (if applicable) and cost of reproduction of documents. There would be no mark-up on reimbursed items.

For Additional Services that may arise, during the court of the Project, including those under Section 4.2, the hourly rates shall be those set forth in Section 11.2, above.

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As invoiced to the Architect.

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

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§ 11.10.1.1 An initial payment of ZERO DOLLARS ($0.00) 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.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 14:19:16 CDT on 06/12/2025 under Order No. 20240080105 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)

_____

(Title)

_____

(Dated)

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of Agreement with PBK for Architectural and Engineering Services for the Dripping Springs High School Renovation Project

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Chief Operations Officer, Scott Berry & Director of Construction & Planning, James Conkle

Motion Language: I move to approve the agreement with PBK Architects to provide architectural and engineering services for the Dripping Springs High School Renovation Project.

Policy: CH (Legal)

Background: Included in the May 2025 Bond was funding for renovations to DSHS. Items included in the project are improvements to the lighting and finishes, flooring, HVAC systems, and mechanical, electrical, and plumbing repair. This work is scheduled to be performed during the summers of 2026 and 2027.

In May 2025, the Board awarded PBK Architects the DSHS Renovation project. PBK Architects is prepared to begin work on the design of this project. The administration recommends approval of this agreement.

Attachments: AIA Agreement

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Third day of June in the year Two thousand Twenty-Five
(In words, indicate day, month and year.)

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

Dripping Springs Independent School District
300 Sportsplex Dr.
Dripping Springs, TX 78620
(512) 853-3000

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

PBK Architects, Inc.
6300 Bridge Point Parkway
Austin, TX 78730

(512) 320-0676

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

DSHS Capital Improvements and Renovations
940 W Hwy 290
Dripping Springs, TX 78620

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

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

Proposed Scope of Work

Working in concert with the Dripping Springs Independent School District personnel, PBK will provide comprehensive planning, schematic design, design development and construction documents services for the capital improvements of the district's existing Dripping Springs High School campus in accordance with AIA Document B101-2017, Standard Form of Agreement between Owner and Architect. The scope of work will involve Lifecycle Replacements and Renovations. We understand that the construction budget for this scope of work is $40,500,000.

§ 1.1.2 The Project's physical characteristics:

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(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.)

See Section 1.1.1, above.

§ 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.)

Compensation for all services described will be a fixed lump sum fee on (6.2%) of the estimated cost of construction.

Construction Cost.....$40,500,000.00

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

.1 Design phase milestone dates, if any:

Schematic Design: June 2025
Design Development: July 2025

.2 Construction commencement date:

Phase 1: May 2026
Phase 2: May 2027

.3 Substantial Completion date or dates:

End of July TBD.

.4 Other milestone dates:

To be determined by Owner.

§ 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.)

To be determined by the Owner's Board of Trustees.

§ 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.)

None.

§ 1.1.6.1 [Intentionally Deleted.]

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

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Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098

§ 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.)

Mr. James Conkle
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F.: 512.858.3098

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

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

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

Darrell Pearson
PBK Architects, Inc.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(512) 557-4857
darrell.pearson@pbk.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:

.1 Structural Engineer:
PKA
David Cole, P.E.
4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
(512) 345-5538

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.2 Mechanical, Electrical, Plumbing (MEP) Engineer:

MEP Engineering
Randy Fuston, P.E.
1120 S. Capital of Texas Hwy, 1-50
Austin, TX 78746
(512) 306-9650

.3 Civil Engineer:

Walker Partners
Elias Haddad, PE
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730
(512) 382-0021

.4 Roofing Engineer (if needed):

BEAM Professionals
Dean Wiederstein, M. Arch.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(210) 638-7240

.5 Technology (if needed):

Atlas Consulting
William Scabora
551 S I-35, Suite 302
Round Rock, TX 78664
(512) 468-8300

.6 Food Services (if needed):

FDP
John Imes
584 N. Kimball Ave.
Southlake, TX 76092
(972) 254-5300

.7 Landscaping (if needed):

.8 Surveyor (if needed):

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Inland Geodetics
Miguel A. Escobar, LSLS, RPLS
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
(512) 238-1200

.9 Geotechnical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

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

None.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from negligent (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 2.5 The Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Professional Liability:	
Architect	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Architect's Consultants	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00 each person
Automobile Liability	$1,000,000.00 combined single limit
Excess Umbrella Liability	$5,000,000.00

.1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

.4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and

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ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 Subject to the Standard of Care, the Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

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§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

.1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.

.2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed and/or at regular intervals in the Architect's professional judgment.

.3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

.4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building

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systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect

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shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Procurement

§ 3.5.2.1 Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in the procurement process for Construction Services:

.1 facilitating the distribution of Procurement Documents to prospective bidders;

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

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Procurement Documents to the prospective bidders in the form of addenda; and,

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

§ 3.5.2.3 If the Procurement Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, 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

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portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work except as otherwise required in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents as Basic Services. 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 as Basic Services.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work not involving an adjustment in the Contract Sum, 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 compensated under Section 11.1.

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

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to

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the Architect.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance 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 education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain 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 Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally Deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert

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a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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

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§ 4.1.1.28 Furniture, furnishings, and equipment design	Basic Services- Architect
§ 4.1.1.29 Other services provided by specialty Consultants	--
§ 4.1.1.30 Other Supplemental Services	--
§ 4.1.1.31 Surveys	Basic Services - Architect
§ 4.1.1.32 Geotechnical Engineering	Basic Services - Architect
§ 4.1.1.33 Food service	Basic Services - Architect
§ 4.1.1.34 Technology	Basic Services - Architect
§ 4.1.1.35 Roofing	Basic Services - Architect

§ 4.1.2 Description of Supplemental Services

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

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

Self-Explanatory – See list above.

§ 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.)

Self-Explanatory – see list above.

§ 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.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work;

.2 [Section Deleted.];

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or

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.5 [Section Deleted.];
.6 [Section Deleted.];
.7 [Section Deleted.];
.8 [Section Deleted.];
.9 [Section Deleted.];
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction.
.11 [Section Deleted.].

§ 4.2.2 [Paragraph Deleted.]

§ 4.2.3 The Architect shall provide Construction Phase Services based on the needs of the project and professional judgment of the Architect, which shall include:

.1 Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 [Section Deleted.]
.3 Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Inspections for any portion of the Work to determine final completion.

.5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

§ 4.2.5 [Paragraph Deleted.]

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 [Intentionally Deleted.]

§ 5.5 [Intentionally Deleted.]

§ 5.6 The Owner shall provide the Supplemental 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

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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 Unless otherwise provided in this Agreement, 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.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

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

§ 5.15 Within a reasonable time 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.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect

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submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the bid or proposal providing the best value to the Owner, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's services for modifying the Construction Documents shall be without additional compensation. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and 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.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

§ 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.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 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 the initiation of litigation.

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

.1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

.2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

.3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 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.

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

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration [Section Deleted.]

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, 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 seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

§ 9.2 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.

§ 9.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7 [Paragraph Deleted.]

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 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. Owner herein designates the following as confidential information: security measures; 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.

§ 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 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.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against

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firearm entities or firearm trade associations during the term of this Agreement.

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

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies 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 Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Not Applicable.

.2 Percentage Basis
(Insert percentage value)

Compensation for all services described will be fixed lump sum fee on (6.2%) of estimated cost of construction.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Reimbursement at the amount invoiced to the Architect.

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Reimbursable expenses will be limited to state agency review fees (if applicable) and cost of reproduction of documents. There would be no mark-up on reimbursed items.

§ 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.)

For Additional Services that may arise, during the court of the Project, including those under Section 4.2, the hourly rates shall be those set forth in Section 11.2, above.

§ 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 Zero percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As invoiced to the Architect.

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

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 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 be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See section 11.2, above.

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence except travel to and from the Project site;
- **.2** [Subsection Deleted.];
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** [Subsection Deleted.];
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

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.7 [Subsection Deleted.];

.8 [Subsection Deleted.];

.9 [Subsection Deleted.];

.10 [Subsection Deleted.];

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

.12 [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0%) of the expenses incurred.

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

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ZERO DOLLARS ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 [Intentionally Deleted.]

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251.
(Insert rate of monthly or annual interest agreed upon.)

§ 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.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of
Texas."

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and

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supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

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

.2 [Intentionally Deleted.]

(Insert the date of the E203-2013 incorporated into this agreement.)

.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.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Dr. Holly Morris-Kuentz, Superintendent	BY: Darrell Pearson, Managing Senior Principal
(Printed name and title)	*(Printed name, title, and license number if required)*

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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 14:02:58 CDT on 06/12/2025.

Changes to original AIA text

PAGE 1

Dripping Springs Independent School District
300 Sportsplex Dr.
Dripping Springs, TX 78620
(512) 853-3000

~~300 Sportsplex Dr.~~
~~Dripping Springs, TX 78620~~
~~(512) 853-3000~~

The Owner and Architect agree as ~~follows.~~follows:

PAGE 2

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

§ 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.)

~~S SCOPE OF WORK~~
~~Working in concert with Dripping Springs ISD, PBK proposes to produce construction documents for demo and replacement of building exterior system.~~
~~The general scope of services to be performed include, but are not limited to the following:~~
~~PRELIMINARY PHASE~~
~~Schematic and Design Development Phase: This phase shall provide the necessary information required to develop a proper scope of work to ensure a cost effective, long-term solution for existing areas. During this phase we will identify areas in need of preventative maintenance, repair, replacement, or modification. If requested, a written report can be issued to summarize our findings at the conclusion of this phase.~~
~~The following is a general scope of work to be performed under this Phase:~~

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~~DESIGN PHASE~~
~~Construction Documentation: This phase is intended to assist in the production of construction documents required to ensure proper specification, detailing and design. System design, code compliance, system guarantee, maintainability along with anticipated service life, will be the criteria used to determine the most cost-effective, long-term scope of work.~~
~~The following is a general scope of work to be performed under this Phase:~~
~~BID AWARD EXCECUTION PHASE~~
~~Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.~~
~~The following is the general scope of work to be performed under this Phase:~~
~~CONSTRUCTION PHASE~~
~~Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.~~
~~The following is the general scope of work to be performed under this Phase:~~
~~POST - CONSTRUCTION PHASE~~
~~Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.~~

Proposed Scope of Work

Working in concert with the Dripping Springs Independent School District personnel, PBK will provide comprehensive planning, schematic design, design development and construction documents services for the capital improvements of the district's existing Dripping Springs High School campus in accordance with AIA Document B101-2017, Standard Form of Agreement between Owner and Architect. The scope of work will involve Lifecycle Replacements and Renovations. We understand that the construction budget for this scope of work is $60,000,000.

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~~To be determined by the Owner.~~

Phase 1: May 2026
Phase 2: May 2027

~~Phase 1: May 2026 Phase 2: May 2027~~

§ 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.~~[Intentionally Deleted.]

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Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098
~~Dr. Holly Morris-Kuentz~~

~~Superintendent~~
~~Dripping Springs Independent School District~~
~~300 Sportscomplex Dr.~~
~~Dripping Springs, Texas 78620~~
~~p.: 512.858.3001~~
~~f. 512.858.3098~~
~~f.: 512.858.3098~~

~~.1 Geotechnical Engineer:~~

~~Not applicable.~~

~~.2 Civil Engineer:~~

.~~1~~3 Other, if any:

Darrell Pearson
PBK Architects, Inc.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(512) 557-4857
darrell.pearson@pbk.com

~~PBK Architects, Inc.~~
~~6300 Bridge Point Parkway, Suite 1-350~~
~~Austin, TX 78730~~
~~(512) 557-4857~~

~~PBK Architects, Inc.~~

~~darrell.pearson@pbk.com~~ ~~darrell.pearson@pbk.com~~

PKA
David Cole, P.E.
4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
(512) 345-5538

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~~PKA~~
~~David Cole, P.E.~~
~~4100 Duval Road, Building 4, Suite 103~~
~~Austin, TX 78759~~
~~(512) 345-5538~~

.2 ~~Mechanical~~ Mechanical, Electrical, Plumbing (MEP) Engineer:

MEP Engineering
Randy Fuston, P.E.
1120 S. Capital of Texas Hwy, 1-50
Austin, TX 78746
(512) 306-9650

~~MEP Engineering~~
~~Randy Fuston, P.E.~~
~~1120 S. Capital of Texas Hwy, 1-50~~
~~Austin, TX 78746~~
~~(512) 306-9650~~

.3 ~~Electrical~~ Civil Engineer:

Walker Partners
Elias Haddad, PE
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730
(512) 382-0021

.4 Roofing Engineer (if needed):

BEAM Professionals

Dean Wiederstein, M. Arch.

6300 Bridge Point Parkway, Suite 1-350

Austin, TX 78730

(210) 638-7240

.5 Technology (if needed):

Atlas Consulting
William Scabora
551 S I-35, Suite 302
Round Rock, TX 78664
(512) 468-8300

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.6 Food Services (if needed):

FDP
John Imes
584 N. Kimball Ave.
Southlake, TX 76092
(972) 254-5300

.7 Landscaping (if needed):

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.8 ~~Civil Engineer:~~Surveyor (if needed):

Inland Geodetics
Miguel A. Escobar, LSLS, RPLS
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
(512) 238-1200

.9 Geotechnical Engineer:

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

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

§ 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.~~ with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from negligent (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress

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of the Project.

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§ 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.~~Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

~~**§ 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.with indemnification limits not less than the amounts indicated:~~

~~**§ 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.with indemnification limits not less than the amounts indicated:~~

~~**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used,~~ **Worker's Compensation:** (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Professional Liability:	
Architect	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Architect's Consultants	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00 each person
Automobile Liability	$1,000,000.00 combined single limit
Excess Umbrella Liability	$5,000,000.00

1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

.4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the

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insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

~~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.~~**~~.1~~** ~~The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.~~

~~§ 2.5.3~~ ~~The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination~~ **~~.2~~** ~~The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.~~

~~of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability~~ **~~.3~~** ~~It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing 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~~ **~~.4~~** ~~Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.~~

~~the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~**~~.5~~** ~~Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.~~

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~~§ 2.5.5~~ ~~Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~**§ 2.6** The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and

~~§ 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.~~ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

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~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~**2.7** Subject to the Standard of Care, the Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~**2.8** Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, ~~and electrical~~ electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall ~~assist the Owner in connection with the Owner's responsibility~~ be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

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§ 3.1.7 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

~~**§ 3.1.7** [Intentionally deleted.]~~

~~**§ 3.1.7** [Intentionally deleted.]~~

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

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§ 3.1.8 [Intentionally deleted.]

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

.1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.

.2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed and/or at regular intervals in the Architect's professional judgment.

.3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

.4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

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§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5.2 Competitive ~~Bidding~~Procurement

§ 3.5.2.1 ~~Bidding~~ Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in ~~bidding the Project by:~~the procurement process for Construction Services:

.1 facilitating the distribution of ~~Bidding~~ Procurement Documents to prospective bidders;

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

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and,

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

.4 ~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

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

§ 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.~~ Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. 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.

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§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

PAGE 13

§ 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 in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, ~~(3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4)~~ or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract ~~Documents.~~ Documents as Basic Services. 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 as Basic Services.

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§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. 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~~ not involving an adjustment in the Contract Sum, an expenditure of contingency funds 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.~~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 compensated under Section 11.1.

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§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance 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 education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain 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 Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally Deleted.]

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ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1.1 The services listed below are ~~not included in Basic Services but may be required for the Project.~~ Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

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

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§ 4.1.1.29 Other services provided by specialty Consultants	--
§ 4.1.1.30 Other Supplemental Services	--
§ 4.1.1.31 Surveys	Basic Services - Architect~~Owner~~
§ 4.1.1.32 Geotechnical Engineering	Basic Services - Architect~~Owner~~
§ 4.1.1.33 Food service	Basic Services - Architect
§ 4.1.1.34 Technology	Basic Services - Architect
§ 4.1.1.35 Roofing	Basic Services - Architect

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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.~~All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the ~~Work, or procurement or delivery method;~~Work;

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.2 ~~Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~[Section Deleted.];

.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; or

.5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~[Section Deleted.];

.6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~[Section Deleted.];

.7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~[Section Deleted.];

.8 ~~Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~[Section Deleted.];

.9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~[Section Deleted.];

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

~~_____~~ **.11** ~~Assistance to the Initial Decision Maker, if other than the Architect~~[Section ~~-~~Deleted.].

§ 4.2.2 ~~To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services,~~

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~~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.~~[Paragraph Deleted.]

~~.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.~~

~~.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;~~

§ 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:~~based on the needs of the project and professional judgment of the Architect, which shall include:

.1 ~~( ) reviews~~ Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.3 ~~( ) inspections~~ Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~( ) inspections~~ Inspections for any portion of the Work to determine final completion.

~~**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion 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.~~**.5** The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph 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.~~[Paragraph Deleted.]

~~**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be~~

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~~referenced to a Project benchmark.~~ [Intentionally Deleted.]

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§ 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.~~ [Intentionally Deleted.]

§ 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~~ Unless otherwise provided in this Agreement, 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.

§ 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 and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 Within ~~15 days~~ a reasonable time 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.

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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§ 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,~~ bid or proposal providing the best value to the Owner, the Owner shall

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

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the Architect's responsibility under this Article 6.

§ 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. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

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

§ 7.3.1 ~~In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.~~ The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

~~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.~~**§ 7.3.2** The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

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

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

§ 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.~~the initiation of litigation.

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§ 8.2.2 ~~The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request~~ Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

~~for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of~~ **.1** Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

~~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.~~ **.2** In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

~~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.~~ **.3** At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

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§ 8.3 Arbitration [Section Deleted.]

~~**§ 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.~~

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this ~~Agreement,~~ Agreement through no fault of the Architect, 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.~~ Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of 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.~~Owner.

§ 9.2 ~~If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~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.

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

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the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

§ 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.~~In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 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:~~[Paragraph Deleted.]
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~
~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

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

§ 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.~~Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

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§ 10.6 ~~Unless otherwise required in this Agreement, the Architect~~ The Architect and Architect's consultants shall have no responsibility for the ~~discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at~~ handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 ~~The~~ With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; 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.

§ 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

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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.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

PAGE 23

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

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

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or

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future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies 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 Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

Compensation for all services described will be fixed lump sum fee on (6.2%) of estimated cost of construction.

PAGE 24

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 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.

§ 11.7 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.~~fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See section 11.2, above.

Employee or Category	Rate ($0.00)

PAGE 25

.1 Transportation and authorized out-of-town travel and ~~subsistence;~~subsistence except travel to and from the Project site;

.2 ~~Long-distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~[Subsection Deleted.];

.5 ~~Postage, handling, and delivery;~~[Subsection Deleted.];

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

.7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~[Subsection 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;~~[Subsection Deleted.];

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~[Subsection Deleted.];

.10 ~~Site office expenses;~~[Subsection 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,~~Objective.

.12 ~~Other similar Project-related expenditures.~~[Subsection 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 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.~~Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~

§ 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.~~liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

PAGE 26

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of

Texas."

.2 ~~Building Information Modeling Exhibit, if completed:~~[Intentionally Deleted.]

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(Insert the date of the E203-2013 incorporated into this agreement.)

—

Variable Information

PAGE 1

AGREEMENT made as of the Twelfth day of June in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

PBK Architects, Inc.
6300 Bridge Point Parkway
Austin, TX 78730
(512) 320-0676

DSHS Capital Improvements and Renovations
940 W Hwy 290
Dripping Springs, TX 78620

PAGE 3

See Section 1.1.1, above.

Compensation for all services described will be a fixed lump sum fee on (6.2%) of the estimated cost of construction.

Construction Cost.....$40,500,000.00

Schematic Design: June 2025
Design Development: July 2025

End of July TBD.

To be determined by Owner.

To be determined by the Owner's Board of Trustees.

None.

PAGE 4

Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098

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Mr. James Conkle
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F.: 512.858.3098

PAGE 6

None.

None.

PAGE 16

Self-Explanatory – See list above.

Self-Explanatory – see list above.

PAGE 17

.2 [Section Deleted.]

PAGE 20

[X] Litigation in a court of competent jurisdiction

PAGE 23

Not Applicable.

PAGE 24

Reimbursement at the amount invoiced to the Architect.

Reimbursable expenses will be limited to state agency review fees (if applicable) and cost of reproduction of documents. There would be no mark-up on reimbursed items.

For Additional Services that may arise, during the court of the Project, including those under Section 4.2, the hourly rates shall be those set forth in Section 11.2, above.

As invoiced to the Architect.

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

PAGE 25

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

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§ 11.10.1.1 An initial payment of ZERO DOLLARS ($0.00) 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.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 14:02:58 CDT on 06/12/2025 under Order No. 20240080105 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)

_____

(Title)

_____

(Dated)

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of Agreement with PBK for Architectural and Engineering Services for the Dripping Springs High School Secure Vestibule and Roof Replacement Project.

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Chief Operations Officer, Scott Berry & Director of Construction & Planning, James Conkle

Motion Language: I move to approve the agreement with PBK Architects to provide architectural and engineering services for the Dripping Springs High School Secure Entry and Roof Replacement Project.

Policy: CH (Legal)

Background: Included in the May 2023 Bond was funding for several security projects. Two projects include modifying the front entrances at DSHS and RSE to provide a secure entrance and other security updates. Also, included in the scope of work for PBK is the roof replacement project for DSHS. The roof replacement project includes roof replacement over the gyms, cafeteria, band hall, and auditorium. This work is scheduled to be performed during the summer of 2025 and 2026.

In October 2024, the Board awarded PBK Architects the DSHS secure entry and roof replacement project. PBK architects has worked on the design for these renovations as the agreement was negotiated. The administration recommends approval of this agreement.

Attachments: AIA Agreement

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Third day of June in the year Two thousand Twenty-Five
(In words, indicate day, month and year.)

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

Dripping Springs Independent School District
300 Sportsplex Dr.
Dripping Springs, TX 78620
(512) 853-3000

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

PBK Architects, Inc.
6300 Bridge Point Parkway
Austin, TX 78730

(512) 320-0676

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

DSHS Secure Entry & Roof Replacement
940 US-290 W.
Dripping Springs, TX 78620

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

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8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

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

SECURED ENTRY SCOPE OF WORK - The scope of work includes the renovation of the front entry at DSHS to construct a new secured entry, while reconfiguring the waiting and reception area, attendance, and the clinic. In addition, PBK will produce construction documents for this scope of work and provide complete construction administration services.

ROOFING SCOPE OF WORK - Schematic and Design Development Phase: This phase shall provide the necessary information required to develop a proper scope of work to ensure a cost effective, long-term solution for existing roof areas. During this phase we will identify areas in need of preventative maintenance, repair, replacement, or modification. If requested, a written report can be issued to summarize our findings at the conclusion of this phase.

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§ 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.)

See Section 1.1.1, above.

§ 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.)

Compensation for all services described will be a fixed lump sum fee on (6%) of estimated cost of construction.

A. ROOFING CONSTRUCTION COST.....$2,500,000.00
B. SECURE ENTRY CONSTRUCTION COST.....$1,400,000.00
C. SUGGESTED CONTINGENCY AMOUNT.....$350,000.00
D. PBK compensation at 6%.....,...$255,000.00
(Does not include all reimbursable printing fees)
E. Total estimated cost (Lines A, B & C).....$4,250,000.00

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

.1 Design phase milestone dates, if any:

SD & DD: 01/01/25 - 02/28/2025
CD: 02/01/2025 - 04/18/2025
Permit: 04/18/2025

.2 Construction commencement date:

05/23/2025

.3 Substantial Completion date or dates:

07/31/2025

.4 Other milestone dates:

To be determined by Owner.

§ 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.)

To be determined by the Owner's Board of Trustees.

§ 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.)

None.

§ 1.1.6.1 [Intentionally Deleted.]

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

Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098

§ 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.)

Mr. James Conkle
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F.: 512.858.3098

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

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

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

Darrell Pearson
PBK Architects, Inc.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(512) 557-4857
darrell.pearson@pbk.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:

.1 Structural Engineer:
PKA
David Cole, P.E.

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4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
(512) 345-5538

.2 Mechanical, Electrical, Plumbing (MEP) Engineer:
MEP Engineering
Randy Fuston, P.E.
1120 S. Capital of Texas Hwy, 1-50
Austin, TX 78746
(512) 306-9650

.3 Civil Engineer:

.4 Roofing Engineer (if needed):

BEAM Professionals
Dean Wiederstein, M. Arch.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(210) 638-7240

.5 Technology (if needed):

Atlas Consulting
William Scabora
551 S I-35, Suite 302
Round Rock, TX 78664
(512) 468-8300

.6 Food Services (if needed):

.7 Landscaping (if needed):

.8 Surveyor (if needed):

Inland Geodetics
Miguel A. Escobar, LSLS, RPLS
1504 Chisholm Trail Road, Suite 103

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Round Rock, TX 78681
(512) 238-1200

.9 Geotechnical Engineering (if needed):

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

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

None.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from negligent (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 2.5 The Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Professional Liability:	
Architect	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Architect's Consultants	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00 each person
Automobile Liability	$1,000,000.00 combined single limit
Excess Umbrella Liability	$5,000,000.00

1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

.4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and

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ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 Subject to the Standard of Care, the Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

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§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

.1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.

.2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed and/or at regular intervals in the Architect's professional judgment.

.3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

.4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by

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the Architect without the Owner's prior written consent.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Procurement

§ 3.5.2.1 Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in the procurement process for Construction Services:

.1 facilitating the distribution of Procurement Documents to prospective bidders;

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

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Procurement Documents to the prospective bidders in the form of addenda; and,

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

§ 3.5.2.3 If the Procurement Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, 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.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work except as otherwise required in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) 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.

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§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents as Basic Services. 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 as Basic Services.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work not involving an adjustment in the Contract Sum, 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 compensated under Section 11.1.

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

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

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§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance 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 education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain 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 Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally Deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

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this Agreement.)

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

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§ 4.1.1.29 Other services provided by specialty Consultants	--
§ 4.1.1.30 Other Supplemental Services	--
§ 4.1.1.31 Surveys	Basic Services - Architect
§ 4.1.1.32 Geotechnical Engineering	Basic Services - Architect
§ 4.1.1.33 Food service	Basic Services - Architect
§ 4.1.1.34 Technology	Basic Services - Architect
§ 4.1.1.35 Roofing	Basic Services - Architect

§ 4.1.2 Description of Supplemental Services

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

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

Self-Explanatory – See list above.

§ 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.)

Self-Explanatory – see list above.

§ 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.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work;

.2 [Section Deleted.];

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or

.5 [Section Deleted.];

.6 [Section Deleted.];

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.7 [Section Deleted.];

.8 [Section Deleted.];

.9 [Section Deleted.];

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

.11 [Section Deleted.].

§ 4.2.2 [Paragraph Deleted.]

§ 4.2.3 The Architect shall provide Construction Phase Services based on the needs of the project and professional judgment of the Architect, which shall include:

.1 Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 [Section Deleted.]

.3 Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Inspections for any portion of the Work to determine final completion.

.5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

§ 4.2.5 [Paragraph Deleted.]

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 [Intentionally Deleted.]

§ 5.5 [Intentionally Deleted.]

§ 5.6 The Owner shall provide the Supplemental 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

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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 Unless otherwise provided in this Agreement, 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.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

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

§ 5.15 Within a reasonable time 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.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to

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reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the bid or proposal providing the best value to the Owner, the Owner shall

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's services for modifying the Construction Documents shall be without additional compensation. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and 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.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

§ 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.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 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 the initiation of litigation.

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

.1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

.2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

.3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 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.

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

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration [Section Deleted.]

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, 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 seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

§ 9.2 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.

§ 9.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7 [Paragraph Deleted.]

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that

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would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 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. Owner herein designates the following as confidential information: security measures; 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.

§ 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 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.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

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§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

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

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies 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 Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Not Applicable.

.2 Percentage Basis
(Insert percentage value)

Compensation for all services described will be a fixed lump sum fee on (6%) of estimated cost of construction.

A. ROOFING CONSTRUCTION COST.....$2,500,000.00
B. SECURE ENTRY CONSTRUCTION COST.....$1,400,000.00
C. SUGGESTED CONTINGENCY AMOUNT.....$350,000.00
D. PBK compensation at 6%.....,....$255,000.00
(Does not include all reimbursable printing fees)
E. Total estimated cost (Lines A, B & C).....$4,250,000.00

.3 Other
(Describe the method of compensation)

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Reimbursement at the amount invoiced to the Architect.

Reimbursable expenses will be limited to state agency review fees (if applicable) and cost of reproduction of documents. There would be no mark-up on reimbursed items.

§ 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.)

For Additional Services that may arise, during the court of the Project, including those under Section 4.2, the hourly rates shall be those set forth in Section 11.2, above.

§ 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 Zero percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As invoiced to the Architect.

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

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 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 be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See section 11.2, above.

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and

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include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence except travel to and from the Project site;

.2 [Subsection Deleted.];

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 [Subsection Deleted.];

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

.7 [Subsection Deleted.];

.8 [Subsection Deleted.];

.9 [Subsection Deleted.];

.10 [Subsection Deleted.];

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

.12 [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0%) of the expenses incurred.

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

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ZERO DOLLARS ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 [Intentionally Deleted.]

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251.
(Insert rate of monthly or annual interest agreed upon.)

§ 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.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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.)

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§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of
Texas."

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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

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

.2 [Intentionally Deleted.]

(Insert the date of the E203-2013 incorporated into this agreement.)

.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.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Dr. Holly Morris-Kuentz, Superintendent	BY: Darrell Pearson, Managing Senior Principal
(Printed name and title)	*(Printed name, title, and license number if required)*

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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 14:09:03 CDT on 06/12/2025.

Changes to original AIA text

PAGE 1

Dripping Springs Independent School District
300 Sportsplex Dr.
Dripping Springs, TX 78620
(512) 853-3000

~~300 Sportsplex Dr.~~
~~Dripping Springs, TX 78620~~
~~(512) 853-3000~~

~~Working in concert with Dripping Springs ISD Schools, PBK proposes to design and document the renovation of the front entry at DSHS to construct a new secured entry, while reconfiguring the waiting and reception area, attendance, and the clinic. In addition, PBK will produce construction documents for this scope of work and provide complete construction administration services.~~

The Owner and Architect agree as ~~follows.~~follows:

PAGE 2

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

§ 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.)

SECURED ENTRY SCOPE OF WORK - The scope of work includes the renovation of the front entry at DSHS to construct a new secured entry, while reconfiguring the waiting and reception area, attendance, and the clinic. In addition, PBK will produce construction documents for this scope of work and provide complete construction administration services.

~~ROOFI~~

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~~OF WORK – Schematic and Design Development Phase: This phase shall provide the necessary information required to develop a proper scope of work to ensure a cost effective, long-term solution for existing roof areas. During this phase we will identify areas in need of preventative maintenance, repair, replacement, or modification. If requested, a written report can be issued to summarize our findings at the conclusion of this phase.~~

~~SSECURED ENTRY- SCOPE OF WORK~~

~~The scope of work includes the renovation of the front entry at DSHS to construct a new secured entry, while reconfiguring the waiting and reception area, attendance, and the clinic. In addition, PBK will produce construction documents for this scope of work and provide complete construction administration services.~~

~~ROOFING SCOPE OF WORK~~

~~Schematic and Design Development Phase: This phase shall provide the necessary information required to develop a proper scope of work to ensure a cost effective, long-term solution for existing roof areas. During this phase we will identify areas in need of preventative maintenance, repair, replacement, or modification. If requested, a written report can be issued to summarize our findings at the conclusion of this phase. The following is a general scope of work to be performed under this Phase:~~

- ~~Exterior, visual examination of all roof-related membrane and sheet metal flashing, penetrations and projections, and roof mat/deck assembly.~~
- ~~Exterior, visual examination of the waterproof integrity of all roof-top vertical wall systems.~~
- ~~Exterior, visual examination of the waterproof integrity of the entire facility. (if applicable).~~
- ~~Core sampling/cross-section analysis of the existing roof mat, insulation and deck assembly.~~

~~Bid Award Execution Phase: Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified roof system. The following is the general scope of work to be performed under this Phase:~~

-

Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified roof system. The following is the general scope of work to be performed under this Phase:

~~Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified roof system. The following is the general scope of work to be performed under this Phase:~~

~~Working in concert with Dripping Springs ISD, PBK proposes to produce construction documents for demo and replacement of building exterior system.~~

~~The general scope of services to be performed include, but are not limited to the following:~~

~~PRELIMINARY PHASE~~

~~Schematic and Design Development Phase: This phase shall provide the necessary information required to develop a proper scope of work to ensure a cost effective, long-term solution for existing areas. During this phase we will identify areas in need of preventative maintenance, repair, replacement, or modification. If requested, a written report can be issued to summarize our findings at the conclusion of this phase.~~

~~The following is a general scope of work to be performed under this Phase:~~

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~~DESIGN PHASE~~
~~Construction Documentation: This phase is intended to assist in the production of construction documents required to ensure proper specification, detailing and design. System design, code compliance, system guarantee, maintainability along with anticipated service life, will be the criteria used to determine the most cost-effective, long-term scope of work.~~
~~The following is a general scope of work to be performed under this Phase:~~
~~BID AWARD EXCECUTION PHASE~~
~~Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.~~
~~The following is the general scope of work to be performed under this Phase:~~
~~CONSTRUCTION PHASE~~
~~Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.~~
~~The following is the general scope of work to be performed under this Phase:~~
~~POST - CONSTRUCTION PHASE~~
~~Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.~~

ROOFING SCOPE OF WORK - Schematic and Design Development Phase: This phase shall provide the necessary information required to develop a proper scope of work to ensure a cost effective, long-term solution for existing roof areas. During this phase we will identify areas in need of preventative maintenance, repair, replacement, or modification. If requested, a written report can be issued to summarize our findings at the conclusion of this phase.

PAGE 3

~~To be determined by the Owner.~~

05/23/2025

07/31/2025

PAGE 4

§ 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.~~[Intentionally Deleted.]

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~~Dr. Holly Morris-Kuentz~~

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~~f. 512.858.3098~~
~~f.: 512.858.3098~~

~~Superintendent~~

~~Dripping Springs Independent School District~~

~~.1 Geotechnical Engineer:~~

~~Not applicable.~~

~~.2 Civil Engineer:~~Surveyor:

~~.1 Geotechnical Engineer:~~

~~.~~13 Other, if any:

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PKA
David Cole, P.E.
4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
(512) 345-5538

~~PKA~~
~~David Cole, P.E.~~
~~4100 Duval Road, Building 4, Suite 103~~
~~(512) 345-5538~~

.2 ~~Mechanical~~ Mechanical, Electrical, Plumbing (MEP) Engineer:

MEP Engineering
Randy Fuston, P.E.
1120 S. Capital of Texas Hwy, 1-50
Austin, TX 78746
(512) 306-9650

~~MEP Engineering~~
~~Randy Fuston, P.E.~~
~~1120 S. Capital of Texas Hwy, 1-50~~
~~Austin, TX 78746~~
~~(512) 306-9650~~

.3 ~~Electrical~~ Civil Engineer:

.4 Roofing Engineer (if needed):

BEAM Professionals

Dean Wiederstein, M. Arch.

6300 Bridge Point Parkway, Suite 1-350

Austin, TX 78730

(210) 638-7240

.5 Technology (if needed):

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Atlas Consulting
William Scabora
551 S I-35, Suite 302
Round Rock, TX 78664
(512) 468-8300

.6 Food Services (if needed):

.7 Landscaping (if needed):

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.8 ~~Civil Engineer:~~Surveyor (if needed):

Inland Geodetics
Miguel A. Escobar, LSLS, RPLS
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
(512) 238-1200

.9~~7~~ Geotechnical Engineering (if needed):

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

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

§ 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.~~ with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from negligent (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or

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assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 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.~~Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

~~**§ 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.~~with indemnification limits not less than the amounts indicated:

~~**§ 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.~~with indemnification limits not less than the amounts indicated:

~~**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used,~~ **Worker's Compensation:** (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Professional Liability:	
Architect	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Architect's Consultants	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00 each person
Automobile Liability	$1,000,000.00 combined single limit
Excess Umbrella Liability	$5,000,000.00

.1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

.4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to

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Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

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~~**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination **.2** The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.~~

~~of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability **.3** It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.~~

~~**§ 2.5.5** Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~**§ 2.6** The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and

~~**§ 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.~~ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

~~**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~**2.7** Subject to the Standard of Care, the Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

~~**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~**2.8** Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

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§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, ~~and electrical~~ electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

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§ 3.1.6 The Architect shall ~~assist the Owner in connection with the Owner's responsibility~~ be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

~~**§ 3.1.7** [Intentionally deleted.]~~

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

~~**§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.**~~
~~**§ 3.1.8** [Intentionally deleted.]~~

~~**§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.**~~

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.

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§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

.1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.

.2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed and/or at regular intervals in the Architect's professional judgment.

.3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

.4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

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§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5.2 Competitive ~~Bidding~~Procurement

§ 3.5.2.1 ~~Bidding~~ Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in ~~bidding the Project by:~~the procurement process for Construction Services:

.1 facilitating the distribution of ~~Bidding~~ Procurement Documents to prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the ~~Bidding~~ Procurement Documents to the prospective bidders in the form of addenda; and,

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

.4 ~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~if requested by Owner, the Architect shall organize

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and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

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

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§ 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.~~ Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

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§ 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 in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, ~~(3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4)~~ or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract ~~Documents.~~ Documents as Basic Services. 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 as Basic Services.

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§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work ~~that are consistent with the intent of the~~

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~~Contract Documents and do not involve an adjustment in the Contract Sum~~ not involving an adjustment in the Contract Sum, an expenditure of contingency funds 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.~~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 compensated under Section 11.1.

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance 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 education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain 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 Section 3.6.6.6 above.

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§ 3.6.6.8 [Intentionally Deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1.1 The services listed below are ~~not included in Basic Services but may be required for the Project.~~ Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Basic Services - Architect
§ 4.1.1.2 Multiple preliminary designs	Basic Services - Architect

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§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Owner (if applicable)
§ 4.1.1.5 Site evaluation and planning	Basic Services – Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Basic Services – Architect
§ 4.1.1.9 Landscape design	Basic Services – Architect
§ 4.1.1.10 Architectural interior design	Basic Services – Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Basic Services – Architect
§ 4.1.1.15 As-designed record drawings	Basic Services- Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided (Contractor to Provide)
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Basic Services- Architect
§ 4.1.1.21 Telecommunications/data design	Basic Services- Architect
§ 4.1.1.22 Security evaluation and planning	Basic Services- Architect
§ 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 Multiple bid packages	Basic Services- Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Basic Services- Architect
§ 4.1.1.29 Other services provided by specialty Consultants	--
§ 4.1.1.30 Other Supplemental Services	--
§ 4.1.1.31 Surveys	Basic Services - Architect
§ 4.1.1.32 Geotechnical Engineering	Basic Services - Architect

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§ 4.1.1.33 Food service	Basic Services - Architect
§ 4.1.1.34 Technology	Basic Services - Architect
§ 4.1.1.35 Roofing	Basic Services - Architect

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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.~~All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

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.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the ~~Work, or procurement or delivery method;~~Work;

.2 ~~Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~[Section Deleted.];

.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; or

.5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~[Section Deleted.];

.6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~[Section Deleted.];

.7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~[Section Deleted.];

.8 ~~Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~[Section Deleted.];

.9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~[Section Deleted.];

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

_____ **.11** ~~Assistance to the Initial Decision Maker, if other than the Architect~~[Section ~~-~~Deleted.].

§ 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.~~[Paragraph Deleted.]

~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~

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~~.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.~~

~~.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,~~

§ 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:~~based on the needs of the project and professional judgment of the Architect, which shall include:

.1 ~~( ) reviews~~ Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.3 ~~( ) inspections~~ Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~( ) inspections~~ Inspections for any portion of the Work to determine final completion.

~~**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion 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.~~**.5** The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph 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.~~[Paragraph Deleted.]

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~~**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be~~

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~~referenced to a Project benchmark.~~ [Intentionally Deleted.]

§ 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.~~ [Intentionally Deleted.]

§ 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~~ Unless otherwise provided in this Agreement, 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.

§ 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 and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 Within ~~15 days~~ a reasonable time 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.

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 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. 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.

§ 6.6 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,~~ bid or proposal providing the best value to the Owner, the Owner shall

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the~~ The Architect's services for modifying the Construction Documents shall be without additional compensation. ~~In any event, the~~ The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective

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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. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 ~~The~~ Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for 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.~~ Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and 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.~~

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§ 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 payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

~~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.~~ **§ 7.3.2** The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

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

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

§ 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.~~ the initiation of litigation.

§ 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~~

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~~this Agreement. A request~~ Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

~~for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of~~ **.1** Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

~~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~~ **.2** In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

~~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.~~ **.3** At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

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§ 8.3 Arbitration [Section Deleted.]

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

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§ 9.1 If the Owner fails to make payments to the Architect in accordance with this ~~Agreement,~~ Agreement through no fault of the Architect, 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.~~ Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of 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.~~Owner.

§ 9.2 ~~If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~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.

§ 9.3 If ~~the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect,~~ the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement ~~by giving~~ upon not less than seven ~~days' written notice.~~ (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

§ 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.~~In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 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:~~[Paragraph Deleted.]
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~
~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

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

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§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

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§ 10.6 ~~Unless otherwise required in this Agreement, the Architect~~ The Architect and Architect's consultants shall have no responsibility for the ~~discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at~~ handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 ~~The~~ With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. ~~This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; 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.

§ 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.

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§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if

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Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

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

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies 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 Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

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Compensation for all services described will be a fixed lump sum fee on (6%) of estimated cost of construction.

A. ROOFING CONSTRUCTION COST.....$2,500,000.00
B. SECURE ENTRY CONSTRUCTION COST.....$1,000,000.00
C. SUGGESTED CONTINGENCY AMOUNT.....$350,000.00
D. PBK compensation at 6%.....$231,000.00
(Does not include all reimbursable printing fees)
E. Total estimated cost (Lines A, B & C).....$3,850,000.00

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)

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Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

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§ 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.

§ 11.7 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.~~fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See section 11.2, above.

Employee or Category **Rate ($0.00)**

.1 Transportation and authorized out-of-town travel and ~~subsistence;~~subsistence except travel to and from the Project site;

.2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~[Subsection Deleted.];

.5 ~~Postage, handling, and delivery;~~[Subsection Deleted.];

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

.7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~[Subsection 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;~~[Subsection Deleted.];

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~[Subsection Deleted.];

.10 ~~Site office expenses;~~[Subsection 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,~~Objective.

.12 ~~Other similar Project-related expenditures.~~[Subsection 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.]

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§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid ( ) 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.~~Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~

§ 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.~~liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of

Texas."

.2 ~~Building Information Modeling Exhibit, if completed:~~[Intentionally Deleted.]

(Insert the date of the E203-2013 incorporated into this agreement.)

—

Variable Information

PAGE 1

AGREEMENT made as of the Twelfth day of June in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

PBK Architects, Inc.
6300 Bridge Point Parkway
Austin, TX 78730
(512) 320-0676

DSHS Secure Entry & Roof Replacement
940 US-290 W.
Dripping Springs, TX 78620

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See Section 1.1.1, above.

Compensation for all services described will be a fixed lump sum fee on (6%) of estimated cost of construction.

A. ROOFING CONSTRUCTION COST.....$2,500,000.00
B. SECURE ENTRY CONSTRUCTION COST.....$1,000,000.00
C. SUGGESTED CONTINGENCY AMOUNT.....$350,000.00
D. PBK compensation at 6%.....$231,000.00
(Does not include all reimbursable printing fees)
E. Total estimated cost (Lines A, B & C).....$3,850,000.00

SD & DD: 01/01/25 - 02/28/2025
CD: 02/01/2025 - 04/18/2025
Permit: 04/18/2025

To be determined by Owner.

To be determined by the Owner's Board of Trustees.

None.

PAGE 4

Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098

Mr. James Conkle
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F.: 512.858.3098

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None.

None.

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Self-Explanatory – See list above.

Self-Explanatory – see list above.

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.2 [Section Deleted.]

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[X] Litigation in a court of competent jurisdiction

PAGE 23

Not Applicable.

PAGE 24

Reimbursement at the amount invoiced to the Architect.

Reimbursable expenses will be limited to state agency review fees (if applicable) and cost of reproduction of documents. There would be no mark-up on reimbursed items.

For Additional Services that may arise, during the court of the Project, including those under Section 4.2, the hourly rates shall be those set forth in Section 11.2, above.

As invoiced to the Architect.

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.10.1.1 An initial payment of ZERO DOLLARS ($0.00) 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.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 14:09:03 CDT on 06/12/2025 under Order No. 20240080105 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)

_____

(Title)

_____

(Dated)

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of Agreement with PBK for Architectural and Engineering Services for the 18+ Building Project

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Chief Operations Officer, Scott Berry & Director of Construction & Planning, James Conkle

Motion Language: I move to approve the agreement with PBK Architects to provide architectural and engineering services for the 18+ Building Project

Policy: CH (Legal)

Background: Included in the May 2023 Bond program is funding for the addition of a facility to house the 18+ Special Services program. The administration has been looking for a site for the program for many months. After reviewing many existing structures and looking at available land, it has been determined that a new build is the most economical route.

The Board awarded PBK Architects the 18+ Building Project in October 2024. PBK architects is prepared to begin work on the design for these facilities. The administration recommends approval of this agreement.

Attachments: AIA Agreement

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Third day of June in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

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

Dripping Springs Independent School District
300 Sportsplex Dr.
Dripping Springs, TX 78620
(512) 853-3000

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

PBK Architects, Inc.
6300 Bridge Point Parkway
Austin, TX 78730

(512) 320-0676

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

18+ Building

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

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

Proposed Scope of Work

Working in concert with theDripping Springs Independent School District personnel, PBK will provideProgramming, Design, Construction Documents and Construction AdministrationServices for a DSISD 18+ building in accordance with AIA Document B101-2017, StandardForm of Agreement between Owner and Architect. PBK will also work inconjunction with the DSISD team to properly coordinate the organization anddevelopment of the planning requirements for the project. The scope of serviceswill include Architecture, MEP, Structural, Interior Design, and ConstructionAdministration services. The scope of work as we understand it has a budget of $2,500,000. That value is the construction budget only.

§ 1.1.2 The Project's physical characteristics:

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(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.)

See Section 1.1.1, above.

§ 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.)

Compensation for all the services described abovewill be billed based on 6% of the cost of work. All required services areincluded in PBK's compensation for the completion of the design andconstruction administration services. We understand the construction budget forthis particular scope of work is $2,500,000. PBK will submit monthly invoicesin accordance with the completion of services.

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

.1 Design phase milestone dates, if any:

Schematic Design & Design Development: June 2025

.2 Construction commencement date:

TBD 2025

.3 Substantial Completion date or dates:

TBD 2026

.4 Other milestone dates:

To be determined by Owner.

§ 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.)

To be determined by the Owner's Board of Trustees.

§ 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.)

None.

§ 1.1.6.1 [Intentionally Deleted.]

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

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Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098

§ 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.)

Mr. James Conkle
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F.: 512.858.3098

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

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

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

Darrell Pearson
PBK Architects, Inc.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(512) 557-4857
darrell.pearson@pbk.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:

.1 Structural Engineer:

PKA
David Cole, P.E.
4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
(512) 345-5538

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.2 Mechanical, Electrical, Plumbing (MEP) Engineer:

MEP Engineering
Randy Fuston, P.E.
1120 S. Capital of Texas Hwy, 1-50
Austin, TX 78746
(512) 306-9650

.3 Civil Engineer:

.4 Roofing Engineer (if needed):

BEAM Professionals
Dean Wiederstein, M. Arch.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(210) 638-7240

.5 Technology (if needed):

Atlas Consulting
William Scabora
551 S I-35, Suite 302
Round Rock, TX 78664
(512) 468-8300

.6 Food Services (if needed):

.7 Landscaping (if needed):

.8 Surveyor (if needed):

Inland Geodetics
Miguel A. Escobar, LSLS, RPLS
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
(512) 238-1200

.9 Geotechnical Engineering (if needed):

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

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

None.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from negligent (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.

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Professional Liability:	$1,000,000.00 per claim and
Architect	$2,000,000.00 in the aggregate.
Architect's Consultants	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00 each person
Automobile Liability	$1,000,000.00 combined single limit
Excess Umbrella Liability	$5,000,000.00

.1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

.4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 Subject to the Standard of Care, the Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

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§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.

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§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

.1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.

.2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed and/or at regular intervals in the Architect's professional judgment.

.3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

.4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's 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 and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Procurement

§ 3.5.2.1 Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

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§ 3.5.2.2 The Architect shall assist the Owner in the procurement process for Construction Services:

.1 facilitating the distribution of Procurement Documents to prospective bidders;

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

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Procurement Documents to the prospective bidders in the form of addenda; and,

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

§ 3.5.2.3 If the Procurement Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in

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Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work except as otherwise required in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) 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.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold

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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, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents as Basic Services. 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 as Basic Services.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work not involving an adjustment in the Contract Sum, 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 compensated under Section 11.1.

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

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 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.

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

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

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance 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 education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain 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 Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally Deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Basic Services - Architect
§ 4.1.1.2 Multiple preliminary designs	Basic Services - Architect
§ 4.1.1.3 Measured drawings	Not provided

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§ 4.1.1.4 Existing facilities surveys	Owner (if applicable)
§ 4.1.1.5 Site evaluation and planning	Basic Services – Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Basic Services – Architect
§ 4.1.1.9 Landscape design	Basic Services – Architect
§ 4.1.1.10 Architectural interior design	Basic Services – Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Basic Services – Architect
§ 4.1.1.15 As-designed record drawings	Basic Services- Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided (Contractor to Provide)
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Basic Services- Architect
§ 4.1.1.21 Telecommunications/data design	Basic Services- Architect
§ 4.1.1.22 Security evaluation and planning	Basic Services- Architect
§ 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 Multiple bid packages	Basic Services- Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Basic Services- Architect
§ 4.1.1.29 Other services provided by specialty Consultants	--
§ 4.1.1.30 Other Supplemental Services	--
§ 4.1.1.31 Surveys	Basic Services-Architect
§ 4.1.1.32 Geotechnical Engineering	Basic Services-Architect
§ 4.1.1.33 Food service	Basic Services - Architect

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§ 4.1.1.34 Technology	Basic Services - Architect
§ 4.1.1.35 Roofing	Basic Services - Architect

§ 4.1.2 Description of Supplemental Services

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

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

Self-Explanatory – See list above.

§ 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.)

Self-Explanatory – see list above.

§ 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.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work;

.2 [Section Deleted.];

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or

.5 [Section Deleted.];

.6 [Section Deleted.];

.7 [Section Deleted.];

.8 [Section Deleted.];

.9 [Section Deleted.];

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

.11 [Section Deleted.].

§ 4.2.2 [Paragraph Deleted.]

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§ 4.2.3 The Architect shall provide Construction Phase Services based on the needs of the project and professional judgment of the Architect, which shall include:

.1 Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 [Section Deleted.]

.3 Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Inspections for any portion of the Work to determine final completion.

.5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

§ 4.2.5 [Paragraph Deleted.]

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 [Intentionally Deleted.]

§ 5.5 [Intentionally Deleted.]

§ 5.6 The Owner shall provide the Supplemental 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 Unless otherwise provided in this Agreement, 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.

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

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

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

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

§ 5.15 Within a reasonable time 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.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the bid or proposal providing the best value to the Owner, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;

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.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's services for modifying the Construction Documents shall be without additional compensation. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and 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.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 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

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Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 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 the initiation of litigation.

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

.1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

.2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

.3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 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.

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

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

§ 8.3 Arbitration [Section Deleted.]

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, 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 seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

§ 9.2 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.

§ 9.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to

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notice of such termination.

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7 [Paragraph Deleted.]

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the

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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.

§ 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. Owner herein designates the following as confidential information: security measures; 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.

§ 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 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.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

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

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

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§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies 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 Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Not Applicable.

.2 Percentage Basis
(Insert percentage value)

Compensation for all the services described abovewill be billed based on 6% of the cost of work. All required services areincluded in PBK's compensation for the completion of the design andconstruction administration services. We understand the construction budget forthis particular scope of work is $2,500,000. PBK will submit monthly invoicesin accordance with the completion of services.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Reimbursement at the amount invoiced to the Architect.

Reimbursable expenses will be limited to state agency review fees (if applicable) and cost of reproduction of documents. There would be no mark-up on reimbursed items.

§ 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.)

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For Additional Services that may arise, during the court of the Project, including those under Section 4.2, the hourly rates shall be those set forth in Section 11.2, above.

§ 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 Zero percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As invoiced to the Architect.

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

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 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 be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See section 11.2, above.

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence except travel to and from the Project site;
.2 [Subsection Deleted.];
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 [Subsection Deleted.];
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 [Subsection Deleted.];
.8 [Subsection Deleted.];
.9 [Subsection Deleted.];
.10 [Subsection Deleted.];
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
.12 [Subsection Deleted.]

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0%) of the expenses incurred.

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

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of ZERO DOLLARS ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 [Intentionally Deleted.]

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251.
(Insert rate of monthly or annual interest agreed upon.)

§ 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.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

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 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of
Texas."

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
.2 [Intentionally Deleted.]
(Insert the date of the E203-2013 incorporated into this agreement.)

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.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.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY: Dr. Holly Morris-Kuentz, Superintendent	BY: Darrell Pearson, Managing Senior Principal
(Printed name and title)	*(Printed name, title, and license number if required)*

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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 14:30:56 CDT on 06/12/2025.

Changes to original AIA text

PAGE 1

Dripping Springs Independent School District
300 Sportsplex Dr.
Dripping Springs, TX 78620
(512) 853-3000

~~300 Sportsplex Dr.~~
~~Dripping Springs, TX 78620~~
~~(512) 853-3000~~

The Owner and Architect agree as ~~follows.~~follows:

PAGE 2

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

§ 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.)

~~S SCOPE OF WORK~~
~~Working in concert with Dripping Springs ISD, PBK proposes to produce construction documents for demo and replacement of building exterior system.~~
~~The general scope of services to be performed include, but are not limited to the following:~~
~~PRELIMINARY PHASE~~
~~Schematic and Design Development Phase: This phase shall provide the necessary information required to develop a proper scope of work to ensure a cost effective, long-term solution for existing areas. During this phase we will identify areas in need of preventative maintenance, repair, replacement, or modification. If requested, a written report can be issued to summarize our findings at the conclusion of this phase.~~
~~The following is a general scope of work to be performed under this Phase:~~

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~~DESIGN PHASE~~
~~Construction Documentation: This phase is intended to assist in the production of construction documents required to ensure proper specification, detailing and design. System design, code compliance, system guarantee, maintainability along with anticipated service life, will be the criteria used to determine the most cost-effective, long-term scope of work.~~
~~The following is a general scope of work to be performed under this Phase:~~
~~BID AWARD EXCECUTION PHASE~~
~~Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.~~
~~The following is the general scope of work to be performed under this Phase:~~
~~CONSTRUCTION PHASE~~
~~Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.~~
~~The following is the general scope of work to be performed under this Phase:~~
~~POST - CONSTRUCTION PHASE~~
~~Construction Administration/ Quality Assurance: This phase is intended to provide part-time quality assurance inspections during construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and long-term performance of specified system.~~

Proposed Scope of Work

Working in concert with theDripping Springs Independent School District personnel, PBK will provideProgramming, Design, Construction Documents and Construction AdministrationServices for a DSISD 18+ building in accordance with AIA Document B101-2017, StandardForm of Agreement between Owner and Architect. PBK will also work inconjunction with the DSISD team to properly coordinate the organization anddevelopment of the planning requirements for the project. The scope of serviceswill include Architecture, MEP, Structural, Interior Design, and ConstructionAdministration services. The scope of work as we understand it has a budget of $2,500,000. That value is the construction budget only.

PAGE 3

~~To be determined by the Owner.~~

§ 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.~~[Intentionally Deleted.]

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Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098
~~Dr. Holly Morris-Kuentz~~

~~Superintendent~~
~~Dripping Springs Independent School District~~
~~300 Sportscomplex Dr.~~
~~Dripping Springs, Texas 78620~~
~~p.: 512.858.3001~~
~~f. 512.858.3098~~
~~f.: 512.858.3098~~

~~.1 Geotechnical Engineer:~~

~~Not applicable.~~

~~.2 Civil Engineer:~~Surveyor:

.~~13~~ Other, if any:

Darrell Pearson
PBK Architects, Inc.
6300 Bridge Point Parkway, Suite 1-350
Austin, TX 78730
(512) 557-4857
darrell.pearson@pbk.com

~~PBK Architects, Inc.~~
~~6300 Bridge Point Parkway, Suite 1-350~~
~~Austin, TX 78730~~
~~(512) 557-4857~~

~~PBK Architects, Inc.~~

~~darrell.pearson@pbk.com~~ ~~darrell.pearson@pbk.com~~

PKA
David Cole, P.E.
4100 Duval Road, Building 4, Suite 103
Austin, TX 78759
(512) 345-5538

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User Notes: (6849b783cb225bda443ea2a3)

~~PKA~~
~~David Cole, P.E.~~
~~4100 Duval Road, Building 4, Suite 103~~
~~Austin, TX 78759~~
~~(512) 345-5538~~

PAGE 5

.2 ~~Mechanical~~ Mechanical, Electrical, Plumbing (MEP) Engineer:

MEP Engineering
Randy Fuston, P.E.
1120 S. Capital of Texas Hwy, 1-50
Austin, TX 78746
(512) 306-9650

~~MEP Engineering~~
~~Randy Fuston, P.E.~~
~~1120 S. Capital of Texas Hwy, 1-50~~
~~Austin, TX 78746~~
~~(512) 306-9650~~

.3 ~~Electrical~~ Civil Engineer:

.4 Roofing Engineer (if needed):

BEAM Professionals

Dean Wiederstein, M. Arch.

6300 Bridge Point Parkway, Suite 1-350

Austin, TX 78730

(210) 638-7240

.5 Technology (if needed):

Atlas Consulting
William Scabora
551 S I-35, Suite 302
Round Rock, TX 78664
(512) 468-8300

.6 Food Services (if needed):

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.7 Landscaping (if needed):

.8 ~~Civil Engineer:~~Surveyor (if needed):

Inland Geodetics
Miguel A. Escobar, LSLS, RPLS
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
(512) 238-1200

.9 Geotechnical Engineering (if needed):

PAGE 6

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

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

§ 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.~~ with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from negligent (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.5 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.~~Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

§ 2.5.1 ~~Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the~~

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~~aggregate for bodily injury and property damage.~~with indemnification limits not less than the amounts indicated:

~~**§ 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.~~with indemnification limits not less than the amounts indicated:

PAGE 7

~~**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used,~~ **Worker's Compensation:** (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Professional Liability:	
Architect	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Architect's Consultants	$1,000,000.00 per claim and $2,000,000.00 in the aggregate.
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00 each person
Automobile Liability	$1,000,000.00 combined single limit
Excess Umbrella Liability	$5,000,000.00

1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

.2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

.3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

.4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

.5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

~~by the Architect with policy limits of not less than ($) per accident for bodily injury, death of any person,~~

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and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.**.1** The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination **.2** The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability **.3** It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing 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 **.4** Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.

the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.**.5** Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

§ 2.5.5 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.**§ 2.6** The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and

§ 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.ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

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§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.**2.7** Subject to the Standard of Care, the Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental

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requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

§ ~~2.5.8~~ ~~The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~**2.8** Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, ~~and electrical~~ electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall ~~assist the Owner in connection with the Owner's responsibility~~ be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

~~§ 3.1.7~~ ~~[Intentionally deleted.]~~

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§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

~~§ 3.1.8~~ ~~[Intentionally deleted.]~~

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement.

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

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.1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.

.2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed and/or at regular intervals in the Architect's professional judgment.

.3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

.4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

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§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

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§ 3.5.2 Competitive ~~Bidding~~Procurement

§ 3.5.2.1 ~~Bidding~~ Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in ~~bidding the Project by:~~the procurement process for Construction Services:

.1 facilitating the distribution of ~~Bidding~~ Procurement Documents to prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the ~~Bidding~~ Procurement Documents to the prospective bidders in the form of addenda; and,

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

.4 ~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with

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ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

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

§ 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.~~ Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. 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.

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§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

§ 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 in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, ~~(3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4)~~ or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract ~~Documents.~~ Documents as Basic Services. 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 as Basic Services.

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. 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~~ not involving an adjustment in the Contract Sum, an expenditure of contingency funds 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.~~Time which are consistent with the intent of the Contract

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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 compensated under Section 11.1.

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

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§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1036, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance 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 education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain 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 Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally Deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1.1 The services listed below are ~~not included in Basic Services but may be required for the Project.~~ Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Basic Services - Architect
§ 4.1.1.2 Multiple preliminary designs	Basic Services - Architect
§ 4.1.1.3 Measured drawings	Not provided

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§ 4.1.1.4 Existing facilities surveys	Owner (if applicable)
§ 4.1.1.5 Site evaluation and planning	Basic Services – Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Basic Services – Architect
§ 4.1.1.9 Landscape design	Basic Services – Architect
§ 4.1.1.10 Architectural interior design	Basic Services – Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Basic Services – Architect
§ 4.1.1.15 As-designed record drawings	Basic Services- Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided (Contractor to Provide)
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Basic Services- Architect
§ 4.1.1.21 Telecommunications/data design	Basic Services- Architect
§ 4.1.1.22 Security evaluation and planning	Basic Services- Architect
§ 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 Multiple bid packages	Basic Services- Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Basic Services- Architect
§ 4.1.1.29 Other services provided by specialty Consultants	--
§ 4.1.1.30 Other Supplemental Services	--
§ 4.1.1.31 Surveys	Basic Services-Architect~~Owner~~
§ 4.1.1.32 Geotechnical Engineering	Basic Services-Architect~~Owner~~
§ 4.1.1.33 Food service	Basic Services - Architect

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§ 4.1.1.34 Technology	Basic Services - Architect
§ 4.1.1.35 Roofing	Basic Services - Architect

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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.~~All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the ~~Work, or procurement or delivery method;~~Work;

.2 ~~Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~[Section Deleted.];

.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; or

.5 ~~Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~[Section Deleted.];

.6 ~~Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~[Section Deleted.];

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.7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~[Section Deleted.];

.8 ~~Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~[Section Deleted.];

.9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~[Section Deleted.];

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

~~_____~~ **.11** ~~Assistance to the Initial Decision Maker, if other than the Architect~~[Section ~~-~~Deleted.].

§ 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.~~[Paragraph Deleted.]

~~.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~~

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~~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.~~

~~.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;~~

§ 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:~~based on the needs of the project and professional judgment of the Architect, which shall include:

.1 ~~( ) reviews~~ Reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.3 ~~( ) inspections~~ Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~( ) inspections~~ Inspections for any portion of the Work to determine final completion.

~~**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion 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.~~**.5** The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph 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.~~[Paragraph Deleted.]

~~**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~ [Intentionally Deleted.]

~~**§ 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.~~ [Intentionally Deleted.]

~~**§ 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.]

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§ 5.9 ~~The~~ Unless otherwise provided in this Agreement, 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.

§ 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 and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 Within ~~15 days~~ a reasonable time 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.

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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§ 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,~~ bid or proposal providing the best value to the Owner, the Owner shall

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the~~ The Architect's services for modifying the Construction Documents shall be without additional compensation. ~~In any event, the~~ The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 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. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

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

§ 7.3.1 ~~In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.~~ The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

~~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.~~**§ 7.3.2** The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

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

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

§ 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.~~the initiation of litigation.

§ 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~~ Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

~~for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of~~ **.1** Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both

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parties.

~~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 .~~**.2** In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

~~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..~~**3** At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 8.3 Arbitration [Section Deleted.]

~~**§ 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.~~

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this ~~Agreement,~~ Agreement through no fault of the Architect, 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.~~ Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of 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.~~Owner.

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~~**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~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.

§ 9.3 If ~~the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect,~~ the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement ~~by giving~~ upon not less than seven ~~days' written notice.~~ (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

§ 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.~~In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

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

~~**.1** Termination Fee:~~
~~**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

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

§ 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.~~Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 10.6 ~~Unless otherwise required in this Agreement, the Architect~~ The Architect and Architect's consultants shall have no responsibility for the ~~discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at~~ handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

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§ 10.7 ~~The~~ With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; 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.

§ 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.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

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

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at $100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at $100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

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

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§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

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§ 10.20 Architect verifies 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 Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

Compensation for all the services described abovewill be billed based on 6% of the cost of work. All required services areincluded in PBK's compensation for the completion of the design andconstruction administration services. We understand the construction budget forthis particular scope of work is $2,500,000. PBK will submit monthly invoicesin accordance with the completion of services.

PAGE 24

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 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.

§ 11.7 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.~~fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See section 11.2, above.

Employee or Category **Rate ($0.00)**

.1 Transportation and authorized out-of-town travel and ~~subsistence;~~subsistence except travel to and from the Project site;

.2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~[Subsection Deleted.];

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.5 ~~Postage, handling, and delivery;~~[Subsection Deleted.];

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

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

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~~consultants;~~[Subsection Deleted.];

.9 ~~All taxes levied on professional services and on reimbursable expenses;~~[Subsection Deleted.];

.10 ~~Site office expenses;~~[Subsection 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,~~Objective.

.12 ~~Other similar Project-related expenditures.~~[Subsection 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 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.~~Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code, Chapter 2251.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~

§ 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.~~liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of

Texas."

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.2 ~~Building Information Modeling Exhibit, if completed:~~[Intentionally Deleted.]

(Insert the date of the E203-2013 incorporated into this agreement.)

—

Variable Information

PAGE 1

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AGREEMENT made as of the Twelfth day of June in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

PBK Architects, Inc.
6300 Bridge Point Parkway
Austin, TX 78730
(512) 320-0676

18+ Building

PAGE 3

See Section 1.1.1, above.

Compensation for all the services described abovewill be billed based on 6% of the cost of work. All required services areincluded in PBK's compensation for the completion of the design andconstruction administration services. We understand the construction budget forthis particular scope of work is $2,500,000. PBK will submit monthly invoicesin accordance with the completion of services.

Schematic Design & Design Development: June 2025

TBD 2025

TBD 2026

To be determined by Owner.

To be determined by the Owner's Board of Trustees.

None.

PAGE 4

Dr. Holly Morris-Kuentz
Superintendent
Dripping Springs Independent School District
300 Sportscomplex Dr.
Dripping Springs, Texas 78620
P.: 512.858.3001
F:. 512.858.3098

Mr. James Conkle
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PAGE 5

None.

PAGE 6

None.

PAGE 16

Self-Explanatory – See list above.

Self-Explanatory – see list above.

PAGE 17

.2 [Section Deleted.]

PAGE 20

[X] Litigation in a court of competent jurisdiction

PAGE 23

Not Applicable.

Reimbursement at the amount invoiced to the Architect.

Reimbursable expenses will be limited to state agency review fees (if applicable) and cost of reproduction of documents. There would be no mark-up on reimbursed items.

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For Additional Services that may arise, during the court of the Project, including those under Section 4.2, the hourly rates shall be those set forth in Section 11.2, above.

As invoiced to the Architect.

Schematic Design Phase	Fifteen percent (15.00 %)
Design Development Phase	Twenty percent (20.00 %)
Construction Documents Phase	Thirty-Five percent (35.00 %)
Procurement Phase	Five percent (5.00 %)
Construction Phase	Twenty-Five percent (25.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.10.1.1 An initial payment of ZERO DOLLARS ($0.00) 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.

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I, , 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 14:30:56 CDT on 06/12/2025 under Order No. 20240080105 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)

_____

(Title)

_____

(Dated)

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of Agreement with Pfluger for Architectural and Engineering Services for the Rooster Springs Elementary School Renovation Project

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Chief Operations Officer, Scott Berry & Director of Construction & Planning, James Conkle

Motion Language: I move to approve the agreement with Pfluger Architects to provide architectural and engineering services for the Rooster Springs Elementary School Renovation Project.

Policy: CH (Legal)

Background: Included in the May 2025 Bond was funding for renovations to Rooster Springs Elementary School. Items included in the project are improvements to the lighting and finishes, flooring, HVAC systems, and mechanical, electrical, and plumbing repair. This work is scheduled to be performed during the summers of 2026 and 2027.

In May 2025, the Board awarded Pfluger Architects the RSES Renovation project. Pfluger Architects is prepared to begin work on the design of this project. The administration recommends approval of this agreement.

Attachments: AIA Agreement

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of an Agreement for Architectural and Engineering Services for the Rooster Springs Elementary School Secure Vestibule and Maker Space Project.

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Chief Operations Officer, Scott Berry & Director of Construction, James Conkle

Motion Language: I move to approve the agreement with Pfluger Architects to provide architectural and engineering services for the Rooster Springs Elementary School Secure Entry and Maker Space Renovation Project.

Policy: CH (Legal)

Background: Included in the May 2023 Bond was funding for several security projects. The RSE Secure Entry and Maker Space Renovation project includes renovating the entrance at RSE to provide a secure vestibule, ADA improvements, C&I/Maker Space improvements, and other security upgrades. This work is scheduled to be performed the summer 2025.

In October 2024, the Board awarded Pfluger Architects the RSES vestibule and maker space renovation project. Pfluger architects has worked on the design for these renovations as the agreement was negotiated. The administration recommends approval of this agreement.

Attachments: AIA Agreement

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Approval of an Amendment to the Agreement with VLK for Architectural and Engineering Services for the Sycamore Springs Expansion Project

☐ Reports ☐ Discussion ☒ Consent ☐ Action

Presenter: Chief Operations Officer, Scott Berry & Director of Construction & Planning, James Conkle

Motion Language: I move to approve the amendment to the agreement with VLK Architects to provide architectural and engineering services for the Sycamore Springs Middle School Expansion project.

Policy: CH (Legal)

Background: An approved project in the 2025 bond is repairs to the HVAC system for the SSE/SSMS campus. In May of 2025 the board approved Change Order #1 to increase the scope of the SSMS Expansion Project to include HVAC repairs. This is advantageous because the contractor is currently on site and has familiarity with the middle school and the HVAC system. It is necessary to amend VLK Architects contract to include the additional scope associated with the change order.

The administration recommends approval of the amendment to the agreement with VLK Architects.

Attachments: AIA Agreement

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Consideration / Approval of 2025-2026 Annual Budget

☐ Reports ☐ Discussion ☐ Consent ☒ Action

Presenter: Deputy Superintendent for Finance and Operations, Elaine Cogburn

Motion Language: I move that the Board of Trustees adopt the 2025-2026 Dripping Springs ISD General Fund, Child Nutrition, and Debt Service Fund budgets, as proposed.

Policy: CE (Legal/Local) – Annual Operating Budget

Background: Texas Education Code Section 44.002(a) states, "On or before a date set by the State Board of Education, the Superintendent shall prepare, or cause to be prepared, a proposed budget covering all estimated revenue and proposed expenditures of the district."

- The Board of Trustees is required to adopt the 2025-2026 budget no later than June 30, 2025.
- Budgets for the General Fund, Child Nutrition Fund, and Debt Service Fund are included in the official district budget.
- To comply with the State's legal level of control, budgets must be prepared and approved, at least at the fund and function levels.
- The officially adopted district budget must be filed with the Texas Education Agency through PEIMS (Public Education Information Management System) by the date prescribed in the annual system guidelines.

The proposed general operating budget for 2025-2026 represents the culmination of months of planning and work to present a plan that provides the resources necessary to support the district's mission while maintaining accountability to its stakeholders. The proposed budget has been prepared to support 8,975 students which represents a 3% growth over 2024-2025 PEIMs enrollment numbers.

Revenues were prepared under the following assumptions:

- State law prior to the 89th legislative changes
  - This budget will be amended in August 2025 to incorporate new legislation
- Student enrollment of 8,975
- M&O Tax rate of $0.7348
- I&S Tax rate of $0.3500

Expenditures proposed include:

- No increase to salaries pending implementation of HB 2 salary increases and adjustments to the compensation plan
- Reduced payroll through freezing of positions, reduction of positions, and reallocation of positions across campuses
- Reduced non-payroll campus and department budgets
- Utilized fund balance to cover a portion of utilities (temporary adjustment)
- Includes 6.0 Teacher contingency FTEs

The proposed General Fund budget results in an operating deficit of $3,068,539, which exceeds Board policy's 2.0% budget parameter by $1,046,038. The Board will approve a fund balance designation for a portion of utilities for this overage. Other fund balance designations include band instruments and years 1 and 3 of technology leases.

The proposed General Fund Operating budget includes revenues of $101,125,071, expenditures of $104,194,010, and other uses/transfers of $176,000 resulting in an overall deficit of $2,892,939.

The proposed Debt Service budget includes revenues of $44,019,831, expenditures of $42,378,410, resulting in an operating surplus of $1,641,421.

The proposed Child Nutrition budget includes revenues of $4,655,700 and expenditures of $5,292,523 resulting in an operating deficit of $623,823.

Attachments: 2025-2026 Annual Budget

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs
Independent School District

2025-2026 Official Budget

July 1, 2025 – June 30, 2026

Dripping Springs Independent School District

2025-2026 Official Budget

Administration

Dr. Holly Morris-Kuentz
Superintendent

Dr. Karen Kidd
Assistant Superintendent for Learning & Innovation

Elaine Cogburn, CPA
Deputy Superintendent of Finance & Operations

Randy Rau, CPA
Chief Financial Officer

Jennifer Edwards
Executive Director of Communications

Linda Hall
Chief of Human Resources

Scott Berry
Chief Operations Officer

Board of Trustees

Dr. Stefani Reinold,
President

Dr. Mary Jane Hetrick,
Vice President

Olivia Barnard,
Secretary

Kim Cousins

Shanda DeLeon

Rob McClelland

Tricia Quintero

Dripping Springs

INDEPENDENT SCHOOL DISTRICT

Our Vision

We inspire and equip students to be life-long learners and positive contributors to the world.

Our Mission

We partner with students, parents and the community to provide a personal and exceptional education for every student.

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Dripping Springs Independent School District

2025-2026 Official Budget

Overview

This budget document and the annual financial report are the primary vehicles used to present the financial plan and the results of operations of the District. The primary purpose of this budget document is to provide timely and useful information concerning the past, current, and projected financial status of the District, in order to facilitate financial decisions that support the educational goals of the District.

The Dripping Springs Independent School District (the "District") is committed to sound financial management through integrity, prudent stewardship, planning, accountability, full disclosure and open communication. The following document represents the financial plan for the Dripping Springs Independent School District for the 2025-2026 fiscal year.

This document culminates an intensive process involving input from campus and administrative staff, the Superintendent, and the Board of Trustees. The process involves targeted strategies and action steps designed to meet specified objectives. It is the desire of the District to fully communicate how resources are allocated and used. Additionally, this document is prepared in a manner to help our constituents understand how resources are used to achieve the District's mission. The Board of Trustees and staff have worked diligently to make the best use of the dollars available from our taxpayers and other local, state and federal sources. Campus principals and staff are actively involved in making focused requests that target improved student performance.

2025-2026 Budget Highlights:

- Projected student enrollment – 8,975
- No increase for employees, however, this budget will be amended in August, 2025 to incorporate HB 2 pay increases passed by the 89th legislature
- 6 teacher contingency positions
- Accelerated instruction funds: $509,069 budgeted as identified in Section 29.081(b-2) of the Education Code.
- M&O Tax Rate - $0.7348 (MCR of $0.5965, plus $0.08 golden pennies and $0.0583 copper pennies)
- Debt Service Tax Rate - $0.35

Tax rates are based on estimated certified property values. The Board of Trustees will adopt the tax rate in September based on final certified property values and the maximum compressed rate (MCR) provided by TEA.

The table below gives a summary of the legally adopted budgets.

2025-26	General Fund	Debt Service Fund	Child Nutrition Fund	ALL FUNDS
Total Revenues	**$ 101,125,071**	**$ 44,019,831**	**$ 4,655,700**	**$ 149,800,602**
Total Expenses	**$ 104,194,010**	**$ 18,453,888**	**$ 5,292,523**	**$ 127,940,421**
Total "Other Uses"	**$ 176,000**	**$ (23,924,522)**	**$ -**	**$ (23,748,522)**
Net Surplus (Deficit)	**$ (2,892,939)**	**$ 1,641,421**	**$ (636,823)**	**$ (1,888,341)**

Executive Summary
Dripping Springs Independent School District
2025-2026

Financial Status

Dripping Springs ISD consistently receives strong ratings under financial accountability systems. The District proudly carries one of the highest credit ratings of any school district in the State of Texas. The district's current bond rating by S&P Global Ratings ("S&P") is "AA" without regard to credit enhancement and "AAA" when combined with the Texas Permanent School Fund Guarantee Program.

Last year, DSISD received the highest rating of "A = Superior Achievement" under the School FIRST (Financial Integrity Rating System of Texas). These ratings are released by the Texas Education Agency (TEA) annually.

The District is projected to end the 2024-2025 fiscal year with a fund balance of approximately $49,312,413. This represents approximately six months of operation expenditures. The Board previously adopted a fund balance policy to ensure deficit budgets do not drain the District's fund balance below a threshold of four months of operating expenditures.

Three-year projections on the budget outlook have not been completed at the time of budget adoption. This budget is prepared on state funding formulas prior to the conclusion of the 89th legislative session. HB 2 was passed at the end of the session and the financial impact will be included in a future budget amendment. Three-year projections will be prepared in coordination with a future budget amendment planned for August 2025.

The district's preliminary property value estimates reflect 6.18% growth for the 2025 tax year, whereas past years have averaged 10% or higher. The District is expected to remain in recapture status in 2025-2026. The estimated cost of recapture for the current year is expected to decrease due to the passage of House Bill 2. Other legislation provides for increases to the homestead exemption which will appear on a November 2025 ballot. Passage is expected which will further lower the District's recapture payment.

Legal Requirements

Federal, state, and local guidelines govern the budget development process. The Texas Education Agency (TEA) requires the General, Food Service and Debt Service funds to be budgeted, and

adopted annually, by the District's Board of Trustees. Budgets have been prepared in accordance with state regulations and cover the fiscal period beginning July 1, 2025 through June 30, 2026.

The District's website provides access to multiple years of adopted budget documents, annual financial reports, FIRST Ratings and Truth-in-Taxation notices.

Texas Education Code §44.002-44.006 governs the legal basis for school district budget development. The budget must be prepared by June 19th and adopted by the Board of Trustees no later than June 30th. The approved budget then begins July 1st. The code further requires that the president of the Board of Trustees call a public meeting, giving ten days public notice in a newspaper for the adoption of the district budget and posting a comparative proposed budget to the District's website. The officially adopted District budget must be filed with the Texas Education Agency (TEA) through the Public Education Information Management System (PEIMS) by the date prescribed annually by TEA.

Adoption of Budget and Tax Rate

Preparation

A proposed budget shall be prepared by the Superintendent and Chief Financial Officer with participation of campus and department stakeholders within the provision of the Strategic Plan and state mandated guidelines for programs.

The budget shall include four basic segments for review and evaluation:

- Revenues
- Personnel Costs
- Operational Costs
- Capital and other non-project costs

The proposed budget and all preliminary budgetary information will be available on the District's website for public view.

Tax Rate Adoption

A tax rate cannot be adopted by the Board of Trustees until the administration has completed the local property value survey and the Texas Education Agency issues the District's maximum compressed tax rate (MCR) information and the Commissioner of Education certifies the District's intent to enter into an agreement to reduce its local revenue to a level not to exceed the level established under Texas Education Code Chapter 48.257. The District must adopt a tax rate on or before September 30th or 60 days after receiving the certified appraisal roll, whichever date is later. The District will adopt the 2025 tax rate in September of 2025.

Under House Bill 3, passed in 2019, the maximum Maintenance and Operations tax rate allowable without voter authorization is the state compression percentage under Texas Education Code §48.2551 x $1.00. The Texas Education Agency calculates the maximum compressed Tier One tax rate (MCR) and submits to each school district on or before August 5th.

For purposes of adopting the 2025-2026 budget, the budgeted tax rate for the General Operating Fund is $0.7348 and the budgeted Debt Service tax rate is $0.3500. The District's total budgeted tax rate for 2025-2026 is $1.0848 compared to $1.1052 for the 2024 tax year, an overall decrease of $0.0204. Because the District will not receive final certified taxable assessed property values from the appraisal district until the end of July, the budget is built on estimated taxable values and estimated tax rates. The Board will ultimately adopt different tax rates based on final certified values, which includes the $100,000 homestead exemption, and the MCR calculated by TEA.

The District may not adopt a tax rate until after the District receives the certified appraisal roll as required by Section 26.01 of the Property Tax Code, typically July 25th.

In the event that the tax rate exceeds the rate proposed in the District's notice prepared for the budget hearing or the District's rollback rate as determined under Section 26.08 of the Property Tax Code, the District must publish a revised notice and hold another public meeting before adopting the tax rate. The District shall adopt its tax rate no later than September 30th.

Balanced Budget

The goal of the District is to balance the operating budget with current revenues, whereby, current revenues match and fund on-going expenditures. Excess fund balance in the general operating fund may be used for one-time non-recurring expenditures or capital needs. However, during challenging economic times, and with sound planning and multi-year budgeting, the Board of Trustees may use a portion of fund balance to offset costs that outpace limited revenues in order to protect the integrity of programs and the success of the District without placing the District in an unfavorable financial position. The Board approved the use of fund balance in 2025-2026 for band instruments, the 3rd and 1st years of technology lease payments, and a temporary use for utility costs.

In order to preserve fund balance and maintain financial stability, the Board has adopted a Board policy limiting the amount of operating expenditures funded with fund balance. This policy prohibits the Board from adopting a budget deficit which exceeds 2% of projected revenues.

The optimum fund balance target has been defined as four months of operating expenditures. Usage of the fund balance shall be approached with caution after careful review of the cash flow needs of the District for the upcoming three-year period. Budgets will be adopted on an annual basis but in consideration of the long-range impact on the District's fund balance in order to maintain a fund balance that equals or exceeds the four-month target.

89th Legislative Session Impact

The 89th legislative session ended June 2, 2025.

- Basic allotment increased by $55 to $6,215; the first increase since 2019
- The guaranteed yield on Golden Pennies was frozen at $129.52
- Teacher pay raises of $2,500 or $5,000 depending on years of experience
- A new Basic Cost Allotment was created providing $106 per enrolled student for fixed costs such as utilities, property insurance, payroll taxes and employee benefits
- A new Allotment of $45 per ADA was created to cover salary increases for non-teacher staff but excluding administrators
- State homestead exemption increased from $40,000 to $100,000, effective tax year 2025
- The Safety Allotment was increased to $20 per ADA and $33,400 per campus to implement safety measures

Based on projections of future deficits with the preparation of the 2024-2025 budget, the district took the following action in order to prepare and recommend a budget that falls within the 2% budget parameter outlined in Board policy:

- Identified revenue increases
- Reduced positions, reallocated positions and froze positions
- Reduced campus and department operating budgets
- Utilized fund balance for a portion of utilities

The budget presented herein, does not incorporate these legislative changes. The administration plans to study the requirements of the new legislation and revise the compensation plan to adhere to the

Reporting

Financial reports are presented to the Board of Trustees on a monthly basis. These reports are in a format appropriate to enable the Board to understand the overall budget and financial status of the District. The reports shall include comparative financial statements, reports on cash and investments, and tax collections.

Control and Accountability

Each campus and departmental administrator will be responsible for the administration and oversight of his or her budget which is controlled on an organizational basis. This includes accomplishing the targets adopted as part of the budget and monitoring each department budget for compliance with spending limitations. Campus and departmental administrators may

transfer allocations within function code with prior approval of the appropriate administrator and the Chief Financial Officer. Transfers of personnel budgets, transfers between function codes, and certain other District level allocations may not be transferred without the prior approval of the Chief Financial Officer and/or the Board of Trustees.

Budget Process/Priorities

Dripping Springs ISD builds its budget priorities around its vision and mission. While following those priorities, the district's charge is to monitor spending in a way that results in the most efficient use of resources, within the limitations and mandates placed upon public schools by statute and regulations. A tight alignment is maintained between the overall budget and the district/school planning that helps DSISD be more efficient in meeting established priorities.

In the budget process, needs are defined based upon established spending priorities, which tie back to the district vision, mission, and strategic plan. It is very clear that the critical needs of the district are programs that directly serve students; the employees of the district who administer and deliver those programs and the facilities required to support students. Within those categories the District relies on input from the campus administrators, teachers, department directors and staff, district administrators, the Board of Trustees, and the community to address how best to meet those critical needs in the budget process. In addition to input from groups such as the District Advisory Council and Campus Advisory Councils, parents and community members can make comments in public budget hearings at Board meetings.

Personnel is a critical need and a critical resource, and as a total expenditure, accounts for a majority of the overall district budget in Dripping Springs ISD as is the case in all school districts. Decisions regarding staffing and hiring are made carefully. In order to assure that compensation levels are appropriate for various positions, Dripping Springs ISD periodically arranges for TASB (Texas Association of School Boards) consultants to study all salaries. The last salary study was performed and completed in the spring of 2023.

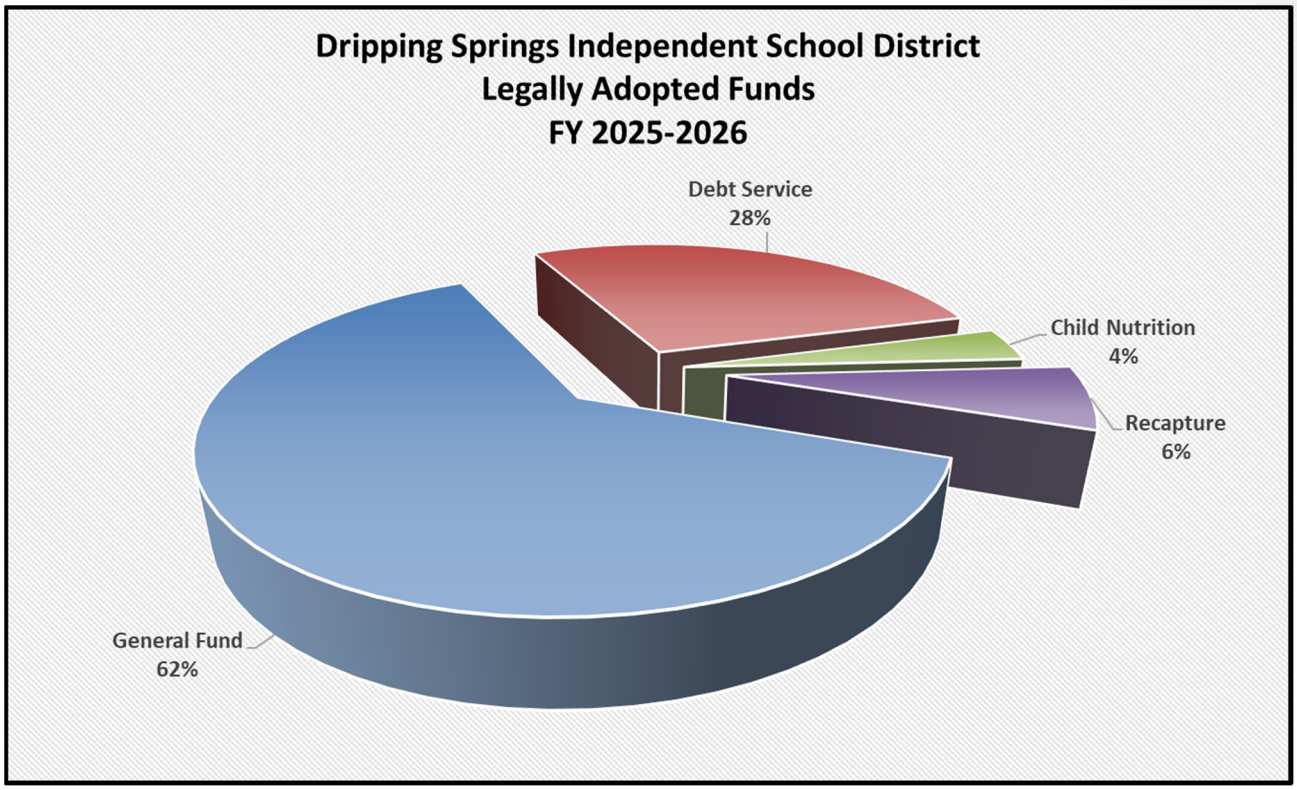
Staffing ratios (students to staff) are in place and followed at every campus; these account for all personnel needed to operate a campus, and provide additional direction beyond classroom ratios established by the state. Serving students always remains the top priority in staffing decisions.

Budget Amendments

The District budget shall be amended as necessary, based on financial and economic factors. The budget must be amended prior to exceeding a functional expenditure category in the total District budget. The Board of Trustees may authorize an amendment to the budget for those items not included in the originally approved budget due to unforeseen circumstances.

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
PROPOSED BUDGET
LEGALLY ADOPTED FUNDS
2025 - 2026

	General Operating	Debt Service	Child Nutrition
REVENUES AND OTHER SOURCES:			
Local Revenues	$ 89,259,776	$ 42,109,630	$ 4,017,000
State Program Revenues	11,460,295	1,910,201	138,700
Federal Program Revenues	405,000	-	500,000
Other Resources	-	-	-
Total Revenue	$ 101,125,071	$ 44,019,831	$ 4,655,700
EXPENDITURES:			
11- Instruction	$ 53,432,273	$ -	$ -
12- Library & Media Services	988,499	-	-
13- Curriculum/Instructional Staff Development	1,575,755	-	-
21- Instructional Administration	1,237,771	-	-
23- School Leadership	3,962,343	-	-
31- Guidance & Counseling	3,312,168	-	-
32-Social Work Services	-	-	-
33- Health Services	963,058	-	-
34- Student Transportation	4,999,497	-	-
35- Child Nutrition	6,610	-	5,292,523
36-Co-Curricular/Extra Curricular Activities	3,595,279	-	-
41-General Administration	4,244,594	-	-
51-Plant Maintenance & Operations	10,434,675	-	-
52-Security & Monitoring Services	1,327,213	-	-
53-Data Processing Services	2,295,372	-	-
61-Community Services	4,000	-	-
71-Debt Administration-Principal	603,346	4,275,000	-
71-Debt Administration-Interest	24,895	14,128,888	-
71-Debt Administration-Fees	182,073	50,000	-
81- Facilities Acquisition/Construction	-	-	-
91-Intergovernmental Charges/Recapture	9,858,758	-	-
95-Juvenile Justice Alternative Education	-	-	-
99-Other Intergovernmental Charges	1,145,831	-	-
Total Expenditures	$ 104,194,010	$ 18,453,888	$ 5,292,523
NET OPERATING RESULTS	$ (3,068,939)	$ 25,565,943	$ (636,823)
Other Financing Sources/Uses			
Transfer In	520,000	-	-
Transfer Out - Other	(344,000)	-	-
Other Uses	-	(23,924,522)	-
NET CHANGE TO FUND BALANCE	$ (2,892,939)	$ 1,641,421	$ (636,823)


Dripping Springs Independent School District
Legally Adopted Funds
FY 2025-2026
Debt Service
28%
Child Nutrition
4%
Recapture
6%
General Fund
62%

GENERAL FUND

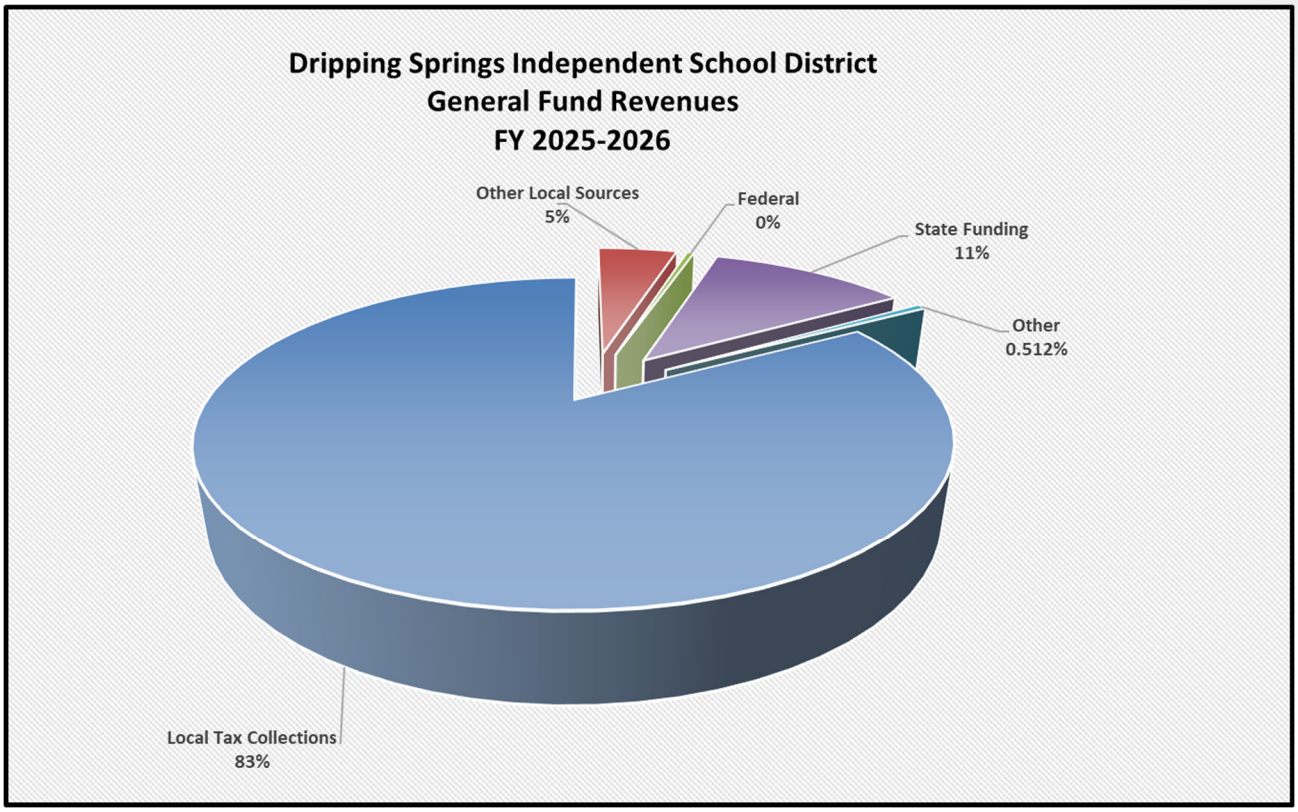
The General Fund accounts for the financial resources of the District and includes transactions as a result of revenues received from local maintenance taxes and foundation entitlements from the state. The General Fund uses budgetary control and shows transactions resulting from the daily operations of the District.

Dripping Springs Independent School District
General Fund
Budget Overview

	2023-2024 Actual	2024-2025 Adopted Budget	2024-2025 Amended Budget	2025-2026 Proposed Budget	Change
Revenues:					
Local Sources	$ 82,998,696	$ 86,697,324	$ 86,694,099	$ 89,259,776	$ 2,565,677
State Sources	10,031,745	9,924,024	12,650,879	11,460,295	(1,190,584)
Federal Sources	921,667	814,795	664,795	405,000	(259,795)
TOTAL REVENUES	**$ 93,952,108**	**$ 97,436,143**	**$ 100,009,773**	**$ 101,125,071**	**$ 1,115,298**
Expenditures:					
Function 11 - Instruction	$ 50,410,822	$ 51,014,416	$ 50,526,095	$ 53,432,273	$ 2,906,178
Function 12 - Instr. Resources & Media	1,052,714	889,416	898,709	988,499	89,790
Function 13 - Curriculum & Instructional Staff Dev.	1,506,437	1,575,483	1,506,564	1,575,755	69,191
Function 21 - Instructional Leadership	1,157,285	1,151,087	1,217,502	1,237,771	20,269
Function 23 - School Leadership	4,064,710	4,308,955	4,243,048	3,962,343	(280,705)
Function 31 - Guidance & Counseling	3,147,598	3,129,921	3,292,662	3,312,168	19,506
Function 32 - Social Work Services	-	-	-	-	-
Function 33 - Health Services	894,954	958,993	987,318	963,058	(24,260)
Function 34 - Transportation	4,081,728	4,798,301	4,788,956	4,999,497	210,541
Function 35 - Food Services	5,581	7,631	32,631	6,610	(26,021)
Function 36 - Cocurricular/Extracurricular Activities	3,080,628	3,632,519	3,699,095	3,595,279	(103,816)
Function 41 - General Administration	4,222,096	4,577,697	4,527,918	4,244,594	(283,324)
Function 51 - Maintenance & Operations	8,419,972	9,986,636	9,973,504	10,434,675	461,171
Function 52 - Security Services	967,396	1,111,073	1,170,504	1,327,213	156,709
Function 53 - Data Processing	2,242,288	2,244,830	2,240,246	2,295,372	55,126
Function 61 - Community Services	176,165	96,245	178,471	4,000	(174,471)
Function 71 - Debt Service	406,007	475,117	1,041,039	810,314	(230,725)
Function 81 - Capital Improvements	494,363	11,767	11,767	-	(11,767)
Function 95 - Payments to JJAEP	-	-	-	-	-
Function 99 - Other Intergovernmental Charges	868,059	966,505	978,505	1,145,831	167,326
TOTAL OPERATING EXPENDITURES	**$ 87,198,803**	**$ 90,936,592**	**$ 91,314,534**	**$ 94,335,252**	**$ 3,020,718**
Function 91 - Chapter 49/Recapture	8,823,666	9,457,009	13,457,009	9,858,758	(3,598,251)
TOTAL ALL EXPENDITURES	**$ 96,022,469**	**$ 100,393,601**	**$ 104,771,543**	**$ 104,194,010**	**$ (577,533)**
Results of Operations	$ (2,070,361)	$ (2,957,458)	$ (4,761,770)	$ (3,068,939)	$ 1,692,831
Other Financing Sources/Uses					
Proceeds from Capital Lease	615,140	-	210,000	-	(210,000)
Transfers In	1,199,403	300,000	551,000	520,000	(31,000)
Transfer Out - Other	(784,732)	(117,000)	(362,000)	(344,000)	18,000
Other Uses - Settlements	-	-	-	-	-
Total Other Financing Sources/Uses	$ 1,029,811	$ 183,000	$ 399,000	$ 176,000	$ (223,000)
Net Change to Fund Balance	**$ (1,040,550)**	**$ (2,774,458)**	**$ (4,362,770)**	**$ (2,892,939)**	
Beginning Fund Balance	$ 50,141,699	$ 49,101,149	$ 49,101,149	$ 44,738,379	
Ending Fund Balance	$ 49,101,149	$ 46,326,691	$ 44,738,379	$ 41,845,440	

Dripping Springs Independent School District
General Fund
Revenue Sources

	2023-2024 Actual	2024-2025 Adopted Budget	2024-2025 Amended Budget	2025-2026 Proposed Budget	Percent of Total	Variance
LOCAL & OTHER SOURCES						
Local Taxes - Current Year	$ 77,921,775	$ 81,975,824	$ 81,775,824	$ 84,599,006	83.2%	$ 2,823,182
Local Taxes - Prior Years	(262,899)	50,000	50,000	-	0.0%	(50,000)
Local Tax Penalties & Interest	422,646	373,000	373,000	380,000	0.4%	7,000
Local Services to Other Districts	-	-	-	-	0.0%	-
Tuition and Fees	1,086,677	1,100,000	1,100,000	1,369,200	1.3%	269,200
Earnings from Investments	3,084,063	2,400,000	2,730,000	2,122,800	2.1%	(607,200)
Rents and Building Use Fees	36,029	39,500	39,500	39,500	0.0%	-
Gifts & Bequests	1,000	-	-	125,000	0.1%	125,000
Insurance Recovery	13,843	-	13,159	10,000	0.0%	(3,159)
Misc. Local Revenues	219,771	349,000	176,616	139,270	0.1%	(37,346)
Gate Receipts & Athletic Event Entry Fees	474,995	410,000	436,000	475,000	0.5%	39,000
Extracurricular Activities	790	-	-	-	0.0%	-
Enterprising -Advertisement	-	-	-	-	0.0%	-
Total Local and Other Sources	**$ 82,998,690**	**$ 86,697,324**	**$ 86,694,099**	**$ 89,259,776**	**87.8%**	**$ 2,565,677**
STATE SOURCES						
Per Capita Apportionment	3,264,712	3,144,688	4,882,375	3,248,400	3.2%	(1,633,975)
Foundation School Fund	1,753,394	1,365,654	2,354,822	2,107,646	2.1%	(247,176)
Misc. State Revenues	-	-	-	-	0.0%	-
TRS On-behalf Payments	5,013,639	5,413,682	5,413,682	6,104,249	6.0%	690,567
Total State Sources	**$ 10,031,745**	**$ 9,924,024**	**$ 12,650,879**	**$ 11,460,295**	**11.3%**	**$ (1,190,584)**
FEDERAL SOURCES						
NSLP School Breakfast	55,967	49,550	49,550	30,000	0.0%	(19,550)
NSLP School Lunch	340,353	394,845	394,845	225,000	0.2%	(169,845)
Federal Revenue from the TEA	282,956	100,000	100,000	150,000	0.1%	50,000
SHARS	137,862	250,000	100,000	-	0.0%	(100,000)
Federal Revenue from Other Federal Agencies	104,530	20,400	20,400	-	0.0%	(20,400)
Total Federal Sources	**$ 921,668**	**$ 814,795**	**$ 664,795**	**$ 405,000**	**0.4%**	**$ (259,795)**
OTHER SOURCES						
Other - Sale Real/Personal	615,140	-	21,000	-	0.0%	(21,000)
Proceeds - Capital Lease	-	-	210,000	-	0.0%	(210,000)
Transfers In	1,199,403	300,000	530,000	520,000	0.5%	(10,000)
	$ 1,814,543	**$ 300,000**	**$ 761,000**	**$ 520,000**	**0.5%**	**$ (241,000)**
TOTAL REVENUE ALL SOURCES	**$ 95,766,646**	**$ 97,736,143**	**$ 100,770,773**	**$ 101,645,071**	**100.0%**	**$ 874,298**


Dripping Springs Independent School District
General Fund Revenues
FY 2025-2026
Other Local Sources
5%
Federal
0%
State Funding
11%
Other
0.512%
Local Tax Collections
83%

Dripping Springs Independent School District
General Fund
Budget Comparison by Object Category

	2023-2024 Actual	2024-2025 Adopted Budget	2024-2025 Amended Budget	2025-2026 Proposed Budget	Change
Revenues:					
Local Sources	$ 82,998,690	$ 86,697,324	$ 86,694,099	$ 89,259,776	$ 2,565,677
State Sources	10,031,745	9,924,024	12,650,879	11,460,295	(1,190,584)
Federal Sources	921,668	814,795	664,795	405,000	(259,795)
TOTAL REVENUES	$ 93,952,103	$ 97,436,143	$ 100,009,773	$ 101,125,071	$ 1,115,298
Expenditures:					
Function 11 - Instruction					
Payroll	$ 47,510,616	$ 48,815,386	$ 47,630,904	$ 51,130,039	$ 3,499,135
Contracted Services	486,358	633,596	1,087,500	630,226	(457,274)
Supplies & Materials	1,922,004	1,418,354	1,547,298	1,497,672	(49,626)
Other Operating	48,008	119,080	43,510	138,218	94,708
Debt Service	-	-	-	-	-
Capital Outlay	443,836	28,000	216,883	36,118	(180,765)
Total 11 - Instruction	$ 50,410,822	$ 51,014,416	$ 50,526,095	$ 53,432,273	$ 2,906,178
Function 12 - Instr. Resources & Media					
Payroll	$ 882,810	$ 727,502	$ 732,447	$ 809,693	$ 77,246
Contracted Services	19,630	22,110	39,372	46,670	7,298
Supplies & Materials	147,969	136,415	125,788	128,427	2,639
Other Operating	2,304	3,389	1,102	3,709	2,607
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total 12 - Instr. Resources & Media	$ 1,052,713	$ 889,416	$ 898,709	$ 988,499	$ 89,790
Function 13 - Curriculum & Instructional Staff Dev.					
Payroll	$ 1,316,126	$ 1,292,599	$ 1,288,250	$ 1,249,879	$ (38,371)
Contracted Services	76,255	106,359	63,355	130,388	67,033
Supplies & Materials	19,533	12,875	29,068	12,603	(16,465)
Other Operating	62,978	163,650	125,891	182,885	56,994
Debt Service	-	-	-	-	-
Capital Outlay	31,545	-	-	-	-
Total 13 - Curr. & Instr. Staff Dev.	$ 1,506,437	$ 1,575,483	$ 1,506,564	$ 1,575,755	$ 69,191
Function 21 - Instructional Leadership					
Payroll	$ 1,047,549	$ 1,053,701	$ 1,120,701	$ 1,135,593	$ 14,892
Contracted Services	61,175	68,545	69,700	67,545	(2,155)
Supplies & Materials	26,627	17,026	14,879	14,526	(353)
Other Operating	21,934	11,815	12,222	20,107	7,885
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total 21 - Instructional Leadership	$ 1,157,285	$ 1,151,087	$ 1,217,502	$ 1,237,771	$ 20,269
Function 23 - School Leadership					
Payroll	$ 3,956,166	$ 4,190,409	$ 4,133,195	$ 3,848,848	$ (284,347)
Contracted Services	30,069	33,179	39,084	42,738	3,654
Supplies & Materials	56,458	51,224	45,980	46,471	491
Other Operating	22,017	34,143	24,789	24,286	(503)
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total 23 - School Leadership	$ 4,064,710	$ 4,308,955	$ 4,243,048	$ 3,962,343	$ (280,705)
Function 31 - Guidance & Counseling					
Payroll	$ 2,976,325	$ 2,922,770	$ 2,947,347	$ 3,044,216	$ 96,869
Contracted Services	26,935	34,626	157,716	62,114	(95,602)
Supplies & Materials	136,759	159,078	181,422	189,276	7,854
Other Operating	7,579	13,447	6,177	16,562	10,385
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total 31 - Guidance & Counseling	$ 3,147,598	$ 3,129,921	$ 3,292,662	$ 3,312,168	$ 19,506

Dripping Springs Independent School District
General Fund
Budget Comparison by Object Category

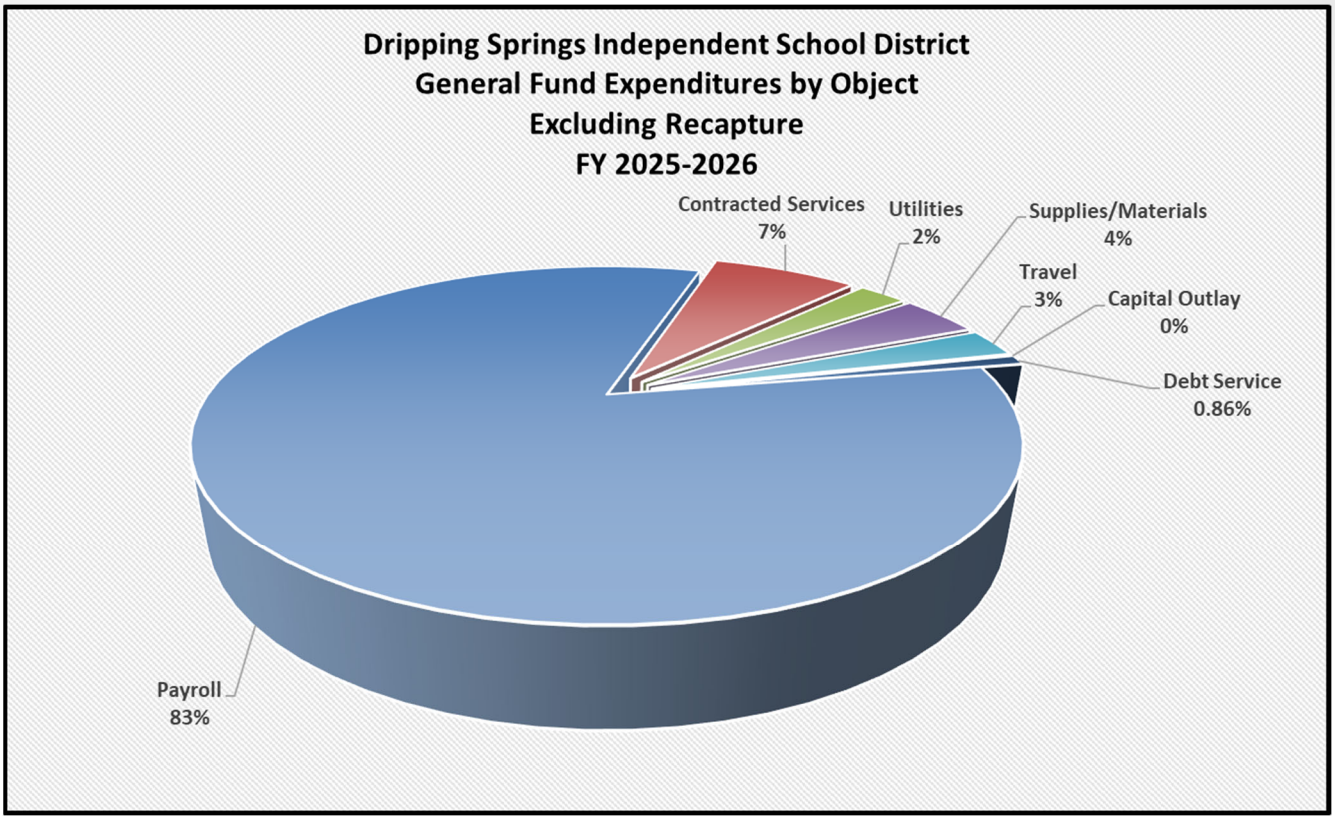
	2023-2024 Actual	2024-2025 Adopted Budget	2024-2025 Amended Budget	2025-2026 Proposed Budget	Change
Function 32 - Social Work Services					
Payroll	$ -	$ -	$ -	$ -	$ -
Contracted Services	-	-	-	-	-
Supplies & Materials	-	-	-	-	-
Other Operating	-	-	-	-	-
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total 32 - Social Work Services	$ -	$ -	$ -	$ -	$ -
Function 33 - Health Services					
Payroll	$ 882,777	$ 939,178	$ 926,258	$ 909,478	$ (16,780)
Contracted Services	950	2,235	1,233	3,095	1,862
Supplies & Materials	10,187	16,250	59,467	50,285	(9,182)
Other Operating	1,040	1,330	360	200	(160)
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total 33 - Health Services	$ 894,954	$ 958,993	$ 987,318	$ 963,058	$ (24,260)
Function 34 - Transportation					
Payroll	$ 3,455,607	$ 4,003,830	$ 3,976,230	$ 4,180,546	$ 204,316
Contracted Services	129,868	211,940	230,995	226,630	(4,365)
Supplies & Materials	400,244	485,750	488,650	478,255	(10,395)
Other Operating	96,009	96,781	93,081	114,066	20,985
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total 34 - Transportation	$ 4,081,728	$ 4,798,301	$ 4,788,956	$ 4,999,497	$ 210,541
Function 35 - Food Services					
Payroll	$ (7,774)	$ 7,631	$ 7,631	$ 6,610	$ (1,021)
Contracted Services	-	-	-	-	-
Supplies & Materials	13,355	-	25,000	-	(25,000)
Other Operating	-	-	-	-	-
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total 35 - Food Services	$ 5,581	$ 7,631	$ 32,631	$ 6,610	$ (26,021)
Function 36 - Cocurricular/Extracurricular Activities					
Payroll	$ 1,849,615	$ 2,109,818	$ 2,043,129	$ 2,189,930	$ 146,801
Contracted Services	287,284	306,043	282,437	337,392	54,955
Supplies & Materials	408,851	523,042	637,752	401,737	(236,015)
Other Operating	500,403	687,072	735,777	659,676	(76,101)
Debt Service	-	-	-	-	-
Capital Outlay	34,475	6,544	-	6,544	6,544
Total 36 - Cocurricular/Extracurricular Activities	$ 3,080,628	$ 3,632,519	$ 3,699,095	$ 3,595,279	$ (103,816)
Function 41 - General Administration					
Payroll	$ 3,126,388	$ 3,150,622	$ 3,190,122	$ 3,152,115	$ (38,007)
Contracted Services	640,730	974,949	942,302	701,845	(240,457)
Supplies & Materials	112,147	79,368	79,451	62,339	(17,112)
Other Operating	307,307	372,758	296,813	328,295	31,482
Debt Service	-	-	-	-	-
Capital Outlay	35,524	-	19,230	-	(19,230)
Total 41 - General Administration	$ 4,222,096	$ 4,577,697	$ 4,527,918	$ 4,244,594	$ (283,324)

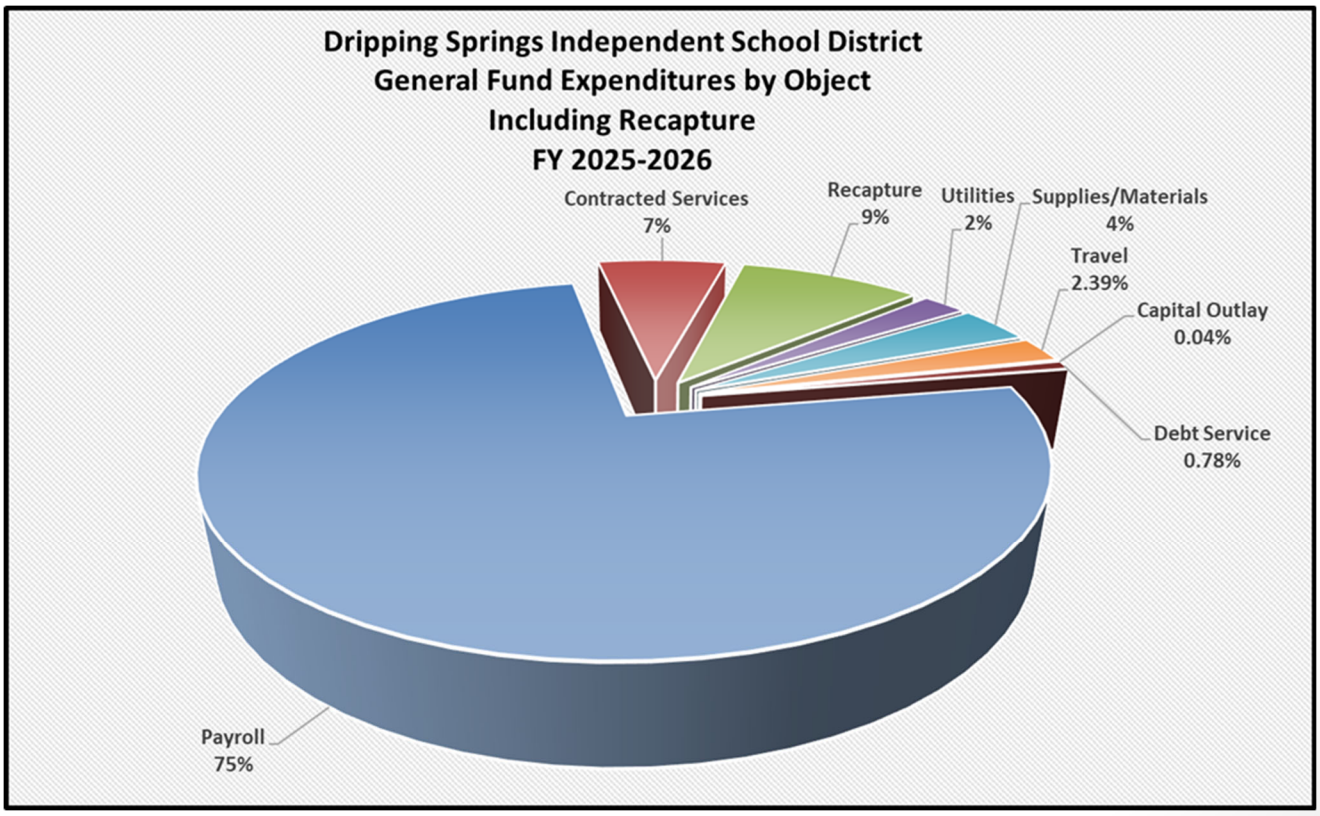
Dripping Springs Independent School District
General Fund
Budget Comparison by Object Category

	2023-2024 Actual	2024-2025 Adopted Budget	2024-2025 Amended Budget	2025-2026 Proposed Budget	Change
Function 51 - Maintenance & Operations					
Payroll	$ 4,247,512	$ 5,335,699	$ 4,104,996	$ 4,373,219	$ 268,223
Contracted Services	2,736,663	3,054,016	4,276,701	4,320,902	44,201
Supplies & Materials	740,378	775,420	788,222	771,035	(17,187)
Other Operating	523,705	766,501	756,995	969,519	212,524
Debt Service	-	-	-	-	-
Capital Outlay	171,714	55,000	46,590	-	(46,590)
Total 51 - Maintenance & Operations	$ 8,419,972	$ 9,986,636	$ 9,973,504	$ 10,434,675	$ 461,171
Function 52 - Security Services					
Payroll	$ 344,011	$ 410,000	$ 546,556	$ 592,663	$ 46,107
Contracted Services	582,815	663,373	563,356	668,630	105,274
Supplies & Materials	36,557	23,700	52,228	48,240	(3,988)
Other Operating	4,013	14,000	8,364	17,680	9,316
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total 52 - Security Services	$ 967,396	$ 1,111,073	$ 1,170,504	$ 1,327,213	$ 156,709
Function 53 - Data Processing					
Payroll	$ 1,226,559	$ 1,243,477	$ 1,243,477	$ 1,262,116	$ 18,639
Contracted Services	719,982	931,368	895,624	992,477	96,853
Supplies & Materials	52,258	54,490	85,866	25,590	(60,276)
Other Operating	7,302	15,495	15,279	15,189	(90)
Debt Service	-	-	-	-	-
Capital Outlay	236,187	-	-	-	-
Total 53 - Data Processing	$ 2,242,288	$ 2,244,830	$ 2,240,246	$ 2,295,372	$ 55,126
Function 61 - Community Services					
Payroll	$ 171,655	$ 93,245	$ 172,998	$ -	$ (172,998)
Contracted Services	3,590	3,000	5,473	4,000	(1,473)
Supplies & Materials	765	-	-	-	-
Other Operating	155	-	-	-	-
Debt Service	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total 61 - Community Services	$ 176,165	$ 96,245	$ 178,471	$ 4,000	$ (174,471)
Function 71 - Debt Service					
Debt Service	$ 406,007	$ 475,117	$ 1,041,039	$ 810,314	$ (230,725)
Total 71 - Debt Service	$ 406,007	$ 475,117	$ 1,041,039	$ 810,314	$ (230,725)
Function 81 - Capital Improvements					
Payroll	$ 4,161	$ 11,767	$ 11,767	$ -	$ (11,767)
Contracted Services	14,387	-	-	-	-
Supplies & Materials	20,557	-	-	-	-
Other Operating	-	-	-	-	-
Debt Service	-	-	-	-	-
Capital Outlay	455,258	-	-	-	-
Total 81 - Capital Improvements	$ 494,363	$ 11,767	$ 11,767	$ -	$ (11,767)

Dripping Springs Independent School District
General Fund
Budget Comparison by Object Category

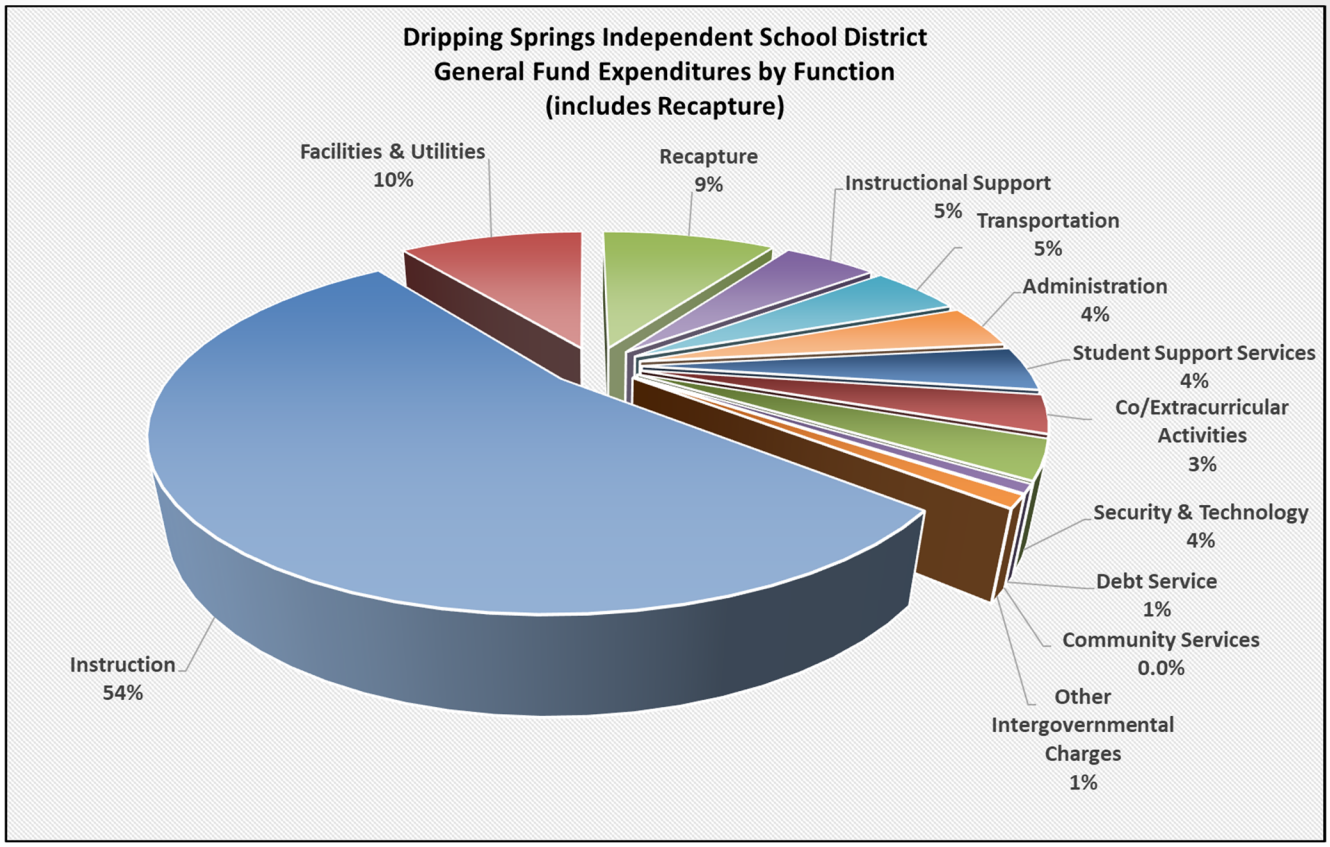
	2023-2024 Actual	2024-2025 Adopted Budget	2024-2025 Amended Budget	2025-2026 Proposed Budget	Change
Function 91 - Chapter 49/Recapture					
Contracted Services	$ 8,823,666	$ 9,457,009	$ 13,457,009	$ 9,858,758	$ (3,598,251)
Total 91 - Chapter 49/Recapture	$ 8,823,666	$ 9,457,009	$ 13,457,009	$ 9,858,758	$ (3,598,251)
Function 95 - Payments to JJAEP					
Contracted Services	$ -	$ -	$ -	$ -	$ -
Total 95 - Payments to JJAEP	$ -	$ -	$ -	$ -	$ -
Function 99 - Other Intergovernmental Charges					
Contracted Services	$ 868,059	$ 966,505	$ 978,505	$ 1,145,831	$ 167,326
Total 99 - Other Intergovernmental Charge	$ 868,059	$ 966,505	$ 978,505	$ 1,145,831	$ 167,326
TOTAL OPERATING EXPENDITURES	**$ 96,022,465**	**$ 100,393,601**	**$ 104,771,543**	**$ 104,194,010**	**$ (577,533)**
Excess/(Deficiency) of Revenues vs. Expenditures	**$ (2,070,361)**	**$ (2,957,458)**	**$ (4,761,770)**	**$ (3,068,939)**	**$ 1,692,831**
Other Financing Sources/Uses					
Sale of Assets	$ -	$ -	$ 21,000	$ -	$ (21,000)
Proceeds from Capital Lease	615,140	-	210,000	-	(210,000)
Transfers In	1,199,403	300,000	530,000	520,000	(10,000)
Transfer Out - Other	(784,732)	(117,000)	(362,000)	(344,000)	18,000
Transfer Out - Healthcare	-	-	-	-	-
Other Uses - Settlements	-	-	-	-	-
Total Other Financing Sources/Uses	$ 1,029,811	$ 183,000	$ 399,000	$ 176,000	$ (223,000)
Beginning Fund Balance	$ 50,141,699	$ 49,101,149	$ 49,101,149	$ 44,738,379	
Ending Fund Balance	$ 49,101,149	$ 46,326,691	$ 44,738,379	$ 41,845,440	

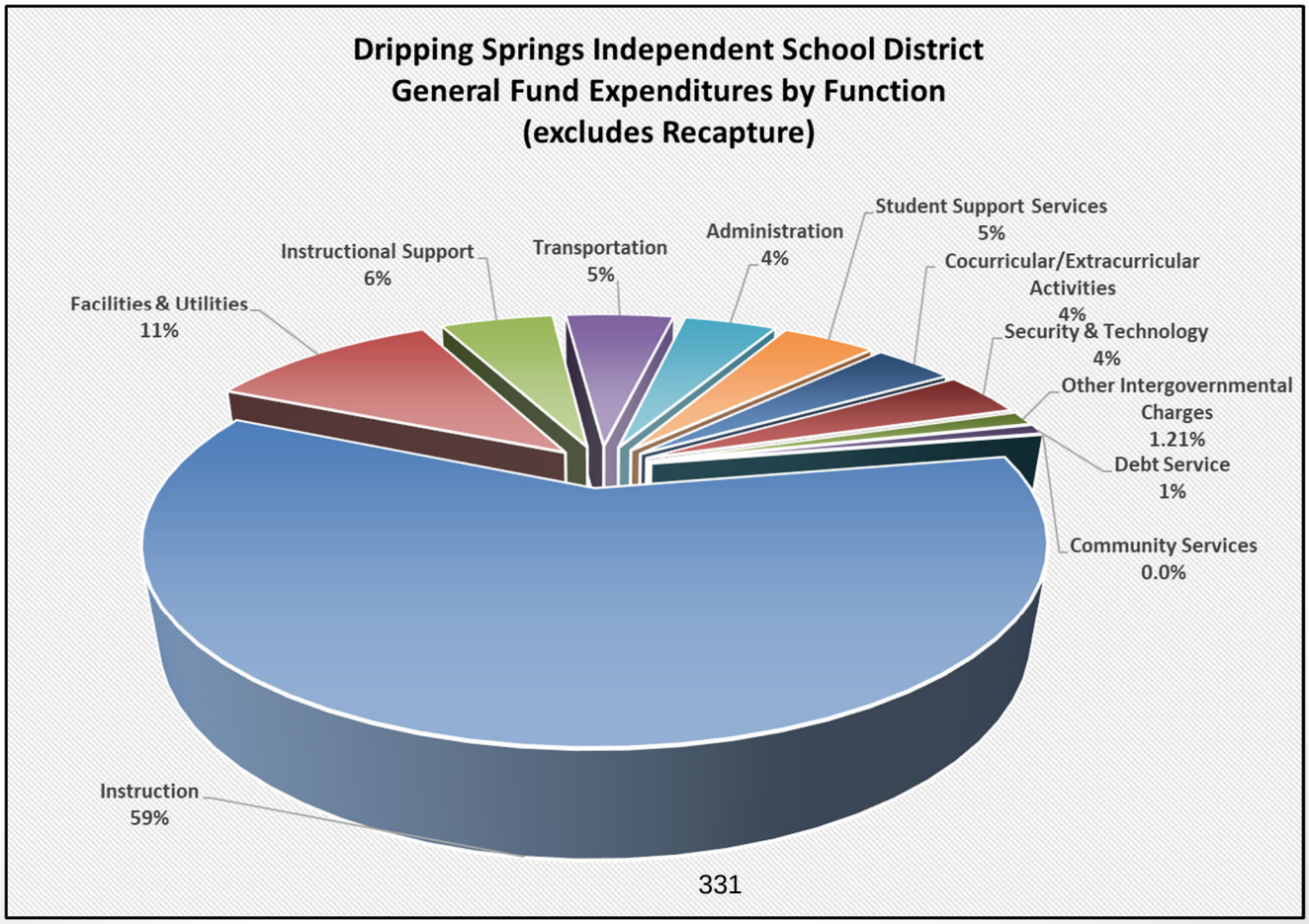

Dripping Springs Independent School District
General Fund Expenditures by Object
Excluding Recapture
FY 2025-2026
Contracted Services 7%
Utilities 2%
Supplies/Materials 4%
Travel 3%
Capital Outlay 0%
Debt Service 0.86%
Payroll 83%


Dripping Springs Independent School District
General Fund Expenditures by Object
Including Recapture
FY 2025-2026
Contracted Services 7%
Recapture 9%
Utilities 2%
Supplies/Materials 4%
Travel 2.39%
Capital Outlay 0.04%
Debt Service 0.78%
Payroll 75%

Dripping Springs Independent School District
General Fund
Expenditure Budget Summary by Function and Object
FY 2025-2026

	FUNCTION	PAYROLL SERVICES (61XX)	CONTRACTED SERVICES (62XX)	SUPPLIES/ MATERIALS (63XX)	OTHER EXPENSES (64XX)	DEBT SERVICE (65XX)	CAPITAL OUTLAY (66XX)	TOTALS	FCT. %
	INSTRUCTION & INSTRUCTION RELATED SERVICES								
11	INSTRUCTION	$ 51,130,039	$ 630,226	$ 1,497,672	$ 138,218	$ -	$ 36,118	$ 53,432,273	51.28%
12	INSTRUCTIONAL RESOURCES & MEDIA SERVICES	809,693	46,670	128,427	3,709	-	-	988,499	0.95%
13	CURRICULUM & INSTRUCTIONAL STAFF DEVELOPMENT	1,249,879	130,388	12,603	182,885	-	-	1,575,755	1.51%
	INSTRUCTIONAL & SCHOOL LEADERSHIP								
21	INSTRUCTIONAL LEADERSHIP	1,135,593	67,545	14,526	20,107	-	-	1,237,771	1.19%
23	SCHOOL LEADERSHIP	3,848,848	42,738	46,471	24,286	-	-	3,962,343	3.80%
	STUDENT SERVICES								
31	GUIDANCE & COUNSELING	3,044,216	62,114	189,276	16,562	-	-	3,312,168	3.18%
32	SOCIAL WORK SERVICES	-	-	-	-	-	-	-	0.00%
33	HEALTH SERVICES	909,478	3,095	50,285	200	-	-	963,058	0.92%
36	**COCURRICULAR/EXTRACURRICULAR**	2,189,930	337,392	401,737	659,676	-	6,544	3,595,279	3.45%
41	**ADMINISTRATIVE SUPPORT SERVICES**	3,152,115	701,845	62,339	328,295	-	-	4,244,594	4.07%
34	**STUDENT (PUPIL) TRANSPORTATION**	4,180,546	226,630	478,255	114,066	-	-	4,999,497	4.80%
35	**FOOD SERVICES**	6,610	-	-	-	-	-	6,610	0.01%
51	**MAINTENANCE & OPERATIONS**	4,373,219	4,320,902	771,035	969,519	-	-	10,434,675	10.01%
	SUPPORT SERVICES-NON STUDENT								
52	SECURITY SERVICES	592,663	668,630	48,240	17,680	-	-	1,327,213	1.27%
53	DATA PROCESSING SERVICES	1,262,116	992,477	25,590	15,189	-	-	2,295,372	2.20%
61	**COMMUNITY SERVICES**	-	4,000	-	-	-	-	4,000	0.00%
71	**DEBT SERVICE**	-	-	-	-	810,314	-	810,314	0.78%
81	**FACILITIES ACQUISITION/CONSTRUCTION**	-	-	-	-	-	-	-	0.00%
91	**CHAPTER 49/RECAPTURE**	-	9,858,758	-	-	-	-	9,858,758	9.46%
95	**PAYMENTS TO JJAEP**	-	-	-	-	-	-	-	0.00%
99	**OTHER INTERGOVERNMENTAL CHARGE**	-	1,145,831	-	-	-	-	1,145,831	1.10%
	TOTAL OPERATING EXPENDITURES	$ 77,884,945	$ 19,239,241	$ 3,726,456	$ 2,490,392	$ 810,314	$ 42,662	$ 104,194,010	99.98%
	Percentages by Object	**74.75%**	**18.46%**	**3.59%**	**2.39%**	**0.78%**	**0.04%**	**100%**	


Dripping Springs Independent School District
General Fund Expenditures by Function
(includes Recapture)
Facilities & Utilities 10%
Recapture 9%
Instructional Support 5%
Transportation 5%
Administration 4%
Student Support Services 4%
Co/Extracurricular Activities 3%
Security & Technology 4%
Debt Service 1%
Community Services 0.0%
Other Intergovernmental Charges 1%
Instruction 54%


Dripping Springs Independent School District
General Fund Expenditures by Function
(excludes Recapture)
Student Support Services 5%
Administration 4%
Transportation 5%
Instructional Support 6%
Cocurricular/Extracurricular Activities 4%
Facilities & Utilities 11%
Security & Technology 4%
Other Intergovernmental Charges 1.21%
Debt Service 1%
Community Services 0.0%
Instruction 59%

DEBT SERVICE FUND

The Debt Service Fund accounts for the payment of general long-term debt principal and interest for debt issues and other long-term debts for which a tax has been dedicated by the District.

Dripping Springs Independent School District
Debt Service Fund
Budget Overview

	2023-2024 Actual	2024-2025 Adopted Budget	2024-2025 Amended Budget	2025-2026 Proposed Budget	Change
Revenues:					
Local Tax Revenues	$ 36,056,392	$ 38,079,283	$ 38,129,283	$ 40,258,651	$ 2,129,368
Interest Income	1,402,016	1,320,000	1,695,000	1,850,979	155,979
State Hold Harmless	2,279,472	1,095,822	2,095,822	1,910,201	(185,621)
Total Revenues	$ 39,737,881	$ 40,495,105	$ 41,920,105	$ 44,019,831	$ 2,099,726
Expenditures:					
Principal	$ 17,290,000	$ 4,090,000	$ 4,090,000	$ 4,275,000	$ 185,000
Interest & Fees	9,722,480	14,320,588	14,320,588	14,128,888	(191,700)
Other	561,125	50,000	50,000	50,000	-
Total Expenditures	$ 27,573,605	$ 18,460,588	$ 18,460,588	$ 18,453,888	$ (6,700)
Other Financing Sources/(Uses):					
Other Sources	$ 74,637,607	$ -	$ -	$ -	$ -
Other Uses	(74,085,693)	(21,725,000)	(21,725,000)	(23,924,522)	(2,199,522)
Total Other Financing Sources/(Uses)	$ 551,914	$ (21,725,000)	$ (21,725,000)	$ (23,924,522)	$ (2,199,522)
Excess/(Deficiency) of Revenues vs. Expenditures	$ 12,716,190	$ 309,517	$ 1,734,517	$ 1,641,421	
Beginning Fund Balance	$ 23,092,095	$ 35,808,285	$ 35,808,285	$ 37,542,802	
Ending Fund Balance	$ 35,808,285	$ 36,117,802	$ 37,542,802	$ 39,184,223	

Dripping Springs Independent School District
Debt Service Payment Schedule
As of FY 2026

Series	Payment Date	Principal	Interest	Total Payment	Due in 2025-2026
2018	08/15/2025		2,350,375	2,350,375	
2018	02/15/2026	660,000	2,350,375	3,010,375	5,360,750
2019	08/15/2025		330,425	330,425	
2019	02/15/2026	665,000	330,425	995,425	1,325,850
2020	08/15/2025		490,269	490,269	
2020	02/15/2026	1,125,000	490,269	1,615,269	2,105,538
2023	08/15/2025		3,893,375	3,893,375	
2023	02/15/2026	1,825,000	3,893,375	5,718,375	9,611,750
		$ 4,275,000	**$ 14,128,888**	**$ 18,403,888**	**$ 18,403,888**

Dripping Springs Independent School District

Total Bonded Debt Outstanding

As of FY 2026

Fiscal Year Ending	Principal	Interest	Total
2026	$ 4,275,000	$ 14,128,888	$ 18,403,888
2027	10,070,000	13,921,738	23,991,738
2028	11,975,000	13,418,238	25,393,238
2029	12,575,000	12,819,488	25,394,488
2030	13,205,000	12,190,738	25,395,738
2031	13,865,000	11,530,488	25,395,488
2032	14,555,000	10,837,238	25,392,238
2033	15,285,000	10,109,488	25,394,488
2034	10,695,000	9,394,988	20,089,988
2035	11,410,000	8,919,438	20,329,438
2036	11,810,000	8,527,404	20,337,404
2037	12,230,000	8,117,263	20,347,263
2038	12,690,000	7,686,181	20,376,181
2039	13,195,000	7,185,522	20,380,522
2040	13,735,000	6,660,289	20,395,289
2041	14,295,000	6,109,279	20,404,279
2042	14,885,000	5,530,539	20,415,539
2043	15,500,000	4,925,765	20,425,765
2044	16,140,000	4,293,708	20,433,708
2045	10,795,000	3,633,250	14,428,250
2046	11,340,000	3,093,500	14,433,500
2047	11,925,000	2,526,500	14,451,500
2048	11,635,000	1,930,250	13,565,250
2049	4,880,000	1,348,500	6,228,500
2050	5,125,000	1,104,500	6,229,500
2051	5,380,000	848,250	6,228,250
2052	5,650,000	579,250	6,229,250
2053	5,935,000	296,750	6,231,750
Total	**$ 315,055,000**	**$ 191,667,430**	**$ 506,722,430**

CHILD NUTRITION FUND

The Child Nutrition Fund accounts for programs using federal reimbursement revenues originating from the United States Department of Agriculture (USDA). User fees are charged to supplement reimbursements from the National School Breakfast and Lunch Program.

Dripping Springs Independent School District
Child Nutrition Fund
Budget Overview

	2023-2024 Actual	2024-2025 Adopted Budget	2024-2025 Amended Budget	2025-2026 Proposed Budget	Change
Revenues:					
Local Revenue	$ 3,823,259	$ 3,775,350	$ 3,828,350	$ 4,017,000	$ 188,650
State Revenue	145,950	149,867	157,367	138,700	(18,667)
Federal Revenue	251,333	477,211	477,211	500,000	22,789
Total Revenues	$ 4,220,542	$ 4,402,428	$ 4,462,928	$ 4,655,700	$ 192,772
Expenditures:					
Payroll	$ 2,135,999	$ 2,259,593	$ 2,255,093	$ 2,274,973	$ 19,880
Contracted Services	91,682	110,900	144,880	165,000	20,120
Supplies & Materials	1,951,673	2,248,510	2,411,692	2,589,100	177,408
Other Operating	4,131	17,900	23,900	23,450	(450)
Capital Outlay	165,216	192,000	39,300	240,000	200,700
Total Expenditures	$ 4,348,700	$ 4,828,903	$ 4,874,865	$ 5,292,523	$ 417,658
Other Financing Sources:					
Other Sources	$ -	$ -	$ -	$ -	$ -
Other Uses	-	-	-	-	-
Total Other Financing Sources/(Uses)	$ -	$ -	$ -	$ -	$ -
Excess/(Deficiency) of Revenues vs. Expenditures	$ (128,158)	$ (426,475)	$ (411,937)	$ (636,823)	
Beginning Fund Balance	$ 1,502,078	$ 1,373,920	$ 1,373,920	$ 961,982	
Ending Fund Balance	$ 1,373,920	$ 947,445	$ 961,982	$ 325,159	

SUPPLEMENTAL INFORMATION

The following information is presented as supplementary information. This information has been influential on the budget preparation and process. The supplemental information includes tax values and tax rate data, and student enrollment data.

Dripping Springs Independent School District
Property Values and Estimated Tax Revenues

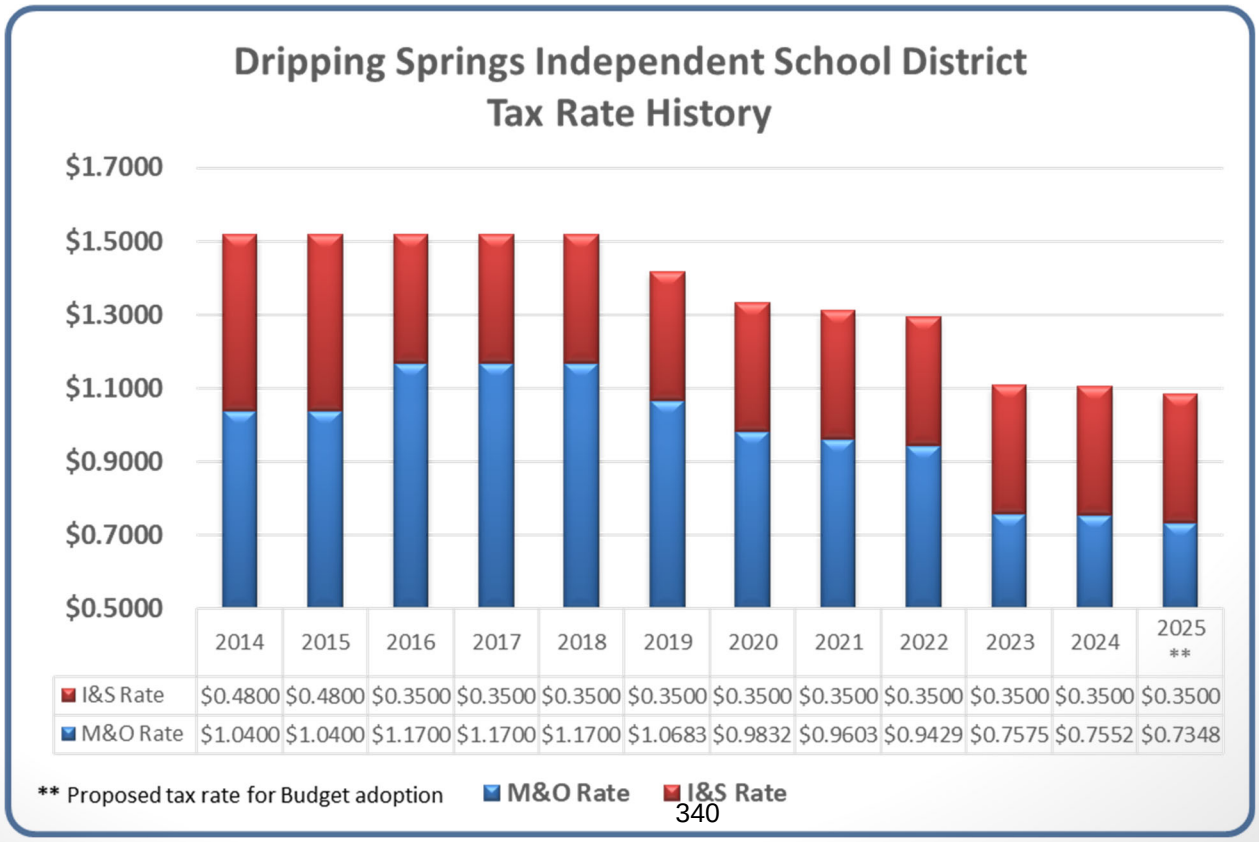
	General Operating	Debt Service
Total Assessed Value	$ 14,943,325,177	$ 14,943,325,177
Less Exemptions/Transfers	(1,596,900,147)	(1,596,900,147)
Less Incomplete	(662,591,338)	(662,591,338)
Estimated Taxable Values	12,683,833,692	12,683,833,692
Frozen Values	(2,313,146,526)	(2,313,146,526)
Net Freeze Adjusted Taxable Value	**$ 10,370,687,166**	**$ 10,370,687,166**
Proposed Tax Rate	$ 0.7348	$ 0.3500
Tax Revenues	$ 76,203,809	36,297,405
Levy on Frozen Values	8,395,197	3,961,246
Net Tax Levy	$ 84,599,006	$ 40,258,651
Collection Rate	99.0%	99.0%
Estimated Tax Revenues	$ 83,836,968	$ 39,895,677
Delinquent Taxes	200,000	-
Penalty and Interest	-	-
Estimated Tax Revenues	$ 84,036,968	$ 39,895,677

Total assessed values are based on April Certified Estimates from Travis and Hays Central Appraisal Districts.

Dripping Springs Independent School District
Tax Rate History

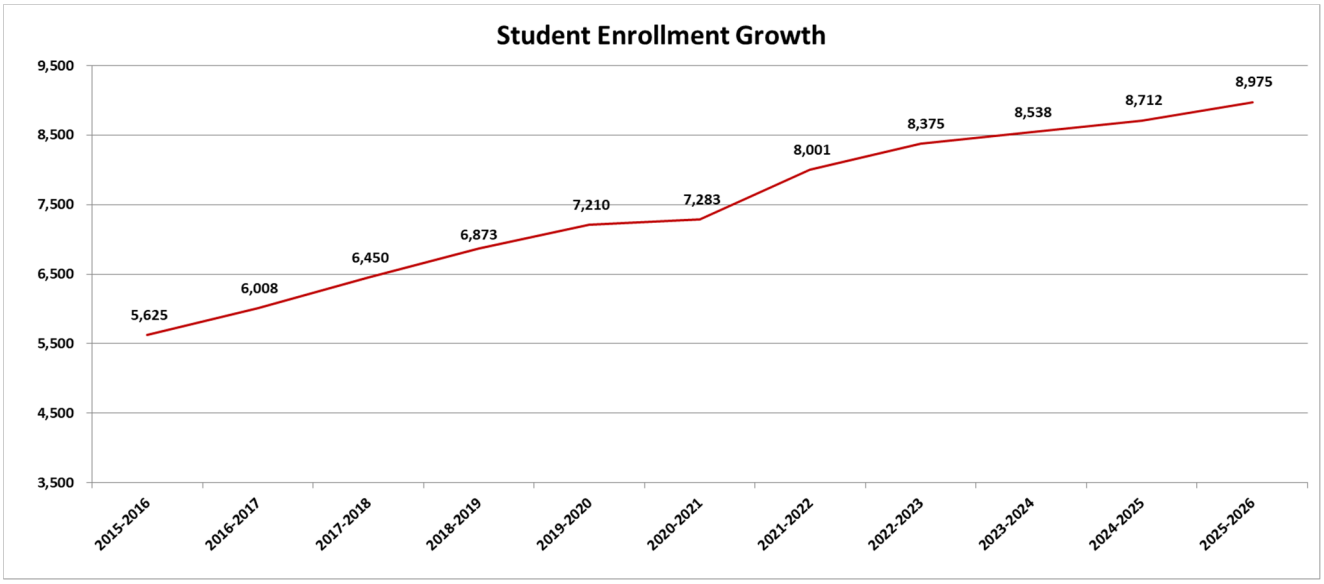
YEAR	MAINTENANCE RATE	I & S RATE	TOTAL TAX RATE	
2010	$1.0400	$0.4500	$1.4900	
2011	$1.0400	$0.4500	$1.4900	
2012	$1.0400	$0.4500	$1.4900	
2013	$1.0400	$0.4500	$1.4900	
2014	$1.0400	$0.4800	$1.5200	
2015	$1.0400	$0.4800	$1.5200	
2016	$1.1700	$0.3500	$1.5200	
2017	$1.1700	$0.3500	$1.5200	
2018	$1.1700	$0.3500	$1.5200	
2019	$1.0683	$0.3500	$1.4183	
2020	$0.9832	$0.3500	$1.3332	
2021	$0.9603	$0.3500	$1.3103	
2022	$0.9429	$0.3500	$1.2929	
2023	$0.7575	$0.3500	$1.1075	
2024	$0.7552	$0.3500	$1.1052	
2025	$0.7348	$0.3500	$1.0848	**

** 2025 Tax Rate will be adopted in August or September based on certifed values



Dripping Springs Independent School District
Student Enrollment History and Projections
Fiscal Years 2015-2016 through 2025-2026

	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	*Projected* 2025-2026
Elementary	2,685	2,822	3,077	3,265	3,416	3,373	3,853	4,041	4,118	4,188	4,462
Middle	1,265	1,434	1,504	1,650	1,646	1,743	1,813	1,901	1,936	1,960	1,938
High School	1,669	1,752	1,869	1,958	2,148	2,167	2,335	2,433	2,484	2,564	2,575
TOTAL	**5,619**	**6,008**	**6,450**	**6,873**	**7,210**	**7,283**	**8,001**	**8,375**	**8,538**	**8,712**	**8,975**
Change	198	389	442	423	337	73	718	374	163	174	263
Anuual Growth	3.65%	6.92%	7.36%	6.56%	4.90%	1.01%	9.86%	4.67%	1.95%	2.04%	2.16%



BUDGET APPENDIX

Effective January 1, 2021, from Senate Bill 2, 86th Legislative Session, requires the Board to attach the forms used to calculate the no-new-revenue and voter-approval tax rates as an appendix to the district's budget. As required by law, the worksheets used to calculate no-new-revenue and voter-approval tax rates are attached, which include calculations prepared in June utilizing preliminary estimates, as well as updated calculations in August utilizing certified estimates.

2025 Tax Rate Calculation Worksheet

Form 50-859

School Districts without Chapter 313 and JETI Agreements

Dripping Springs Independent School District
School District's Name

(512) 858-3000
Phone *(area code and number)*

300 Sportsplex Drive; Dripping Springs, Texas 78620
School District's Address, City, State, ZIP Code

https://DSISDTX.US/
School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest.The designated officer or employee shall submit the rates to the governing body by August 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify tax rate calculations or comply with certain Tax Code notice requirements. School districts are required to provide notice regarding tax rate calculations pursuant to Education Code Chapter 44.

This worksheet is for **school districts without Tax Code Chapter 313 or Government Code Chapter 403, Subchapter T, Texas Jobs, Energy, Technology, and Innovation Act (JETI) agreements only.** School districts that have a Chapter 313 or JETI agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). [1]	$ 13,633,459,525
2.	**Prior year tax ceilings.** Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. [2]	$ 2,037,121,625
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 11,596,337,900
4.	**Prior year total adopted tax rate**.	$ 1.1052 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced prior year appraised value.** **A. Original prior year ARB values:** $ 37,780,290 **B. Prior year values resulting from final court decisions:** – $ 32,818,329 **C. Prior year value loss.** Subtract B from A. [3]	$ 4,961,961
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 282,952,634 **B. Prior year disputed value:** – $ 28,295,263 **C. Prior year undisputed value.** Subtract B from A. [4]	$ 254,657,371
7.	**Prior year Chapter 42-related adjusted values.** Add Line 5 and 6.	$ 259,619,332
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 11,855,957,232

Draft

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

Form developed by: Texas Comptroller of Public Accounts, Property Tax Assistance Division
For additional copies, visit: **comptroller.texas.gov/taxes/property-tax**
50-859 • 2-25/12

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
9.	**Prior year taxable value of property in territory the school deannexed after Jan. 1, of the prior year.** Enter the prior year value of property in deannexed territory. [5]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 1,117,793 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 50,595,712 **C. Value loss.** Add A and B. [6]	$ 51,713,505
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified in the current year for the first time; do not use properties that qualified in the prior year. **A. Prior year market value.** $ 0 **B. Current year productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [7]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 51,713,505
13.	**Adjusted prior year taxable value.** Subtract Line 12 from Line 8.	$ 11,804,243,727
14.	**Adjusted prior year total levy.** Multiply Line 4 by Line 13 and divide by $100.	$ 130,460,502
15.	**Taxes refunded for years preceding prior year.** Enter the amount of taxes refunded by the district for tax years preceding the prior year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [8]	$ 1,937,298
16.	**Adjusted prior year levy with refunds.** Add Line 14 and Line 15. [9] Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in the prior year from the result.	$ 132,397,800
17.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. [10] **A. Certified values.** [11] $ 12,545,044,900 **B. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0 **C. Total current year value.** Subtract B from A.	$ 12,545,044,900

Draft

[5] Tex. Tax Code §26.012(15)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(13)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §§26.012 and 26.04(c-2)
[11] Tex. Tax Code §26.012(6)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	**Total value of properties under protest or not included on certified appraisal roll.** [12] **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [13] ..... $ 798,885,870 **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. [14] ..... + $ 0 **C. Total value under protest or not certified.** Add A and B.	$ 798,885,870
19.	**Current year tax ceilings.** Enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. [15]	$ 2,318,626,254
20.	**Current year total taxable value.** Add Lines 17C and 18C. Subtract Line 19.	$ 11,025,304,516
21.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed by the school district.	$ 0
22.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, of the prior year, and be located in a new improvement.	$ 351,256,542
23.	**Total adjustments to the current year taxable value.** Add lines 21 and 22.	$ 351,256,542
24.	**Adjusted current year taxable value.** Subtract line 23 from line 20.	$ 10,674,047,974
25.	**Current year NNR tax rate.** Divide line 16 by line 24 and multiply by $100.	$ 1.2404 /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates. [18]

1. **Maximum Compressed Tax Rate (MCR):** A district's maximum compressed tax rate is defined as the tax rate for the current tax year per $100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment. [19]
2. **Enrichment Tax Rate:** [20] A district's enrichment tax rate is defined as any tax effort in excess of the district's MCR and less than $0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield. [21]
3. **Debt Rate:** The debt rate includes the debt service necessary to pay the school district's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district's maintenance and operations (M&O) tax rate. Districts cannot increase the district's M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district's debt service. [22]

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district's website 30 days prior to the election. [23] Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit.* [24]

Districts should review information from TEA when calculating their voter-approval tax rate.

[12] Tex. Tax Code §26.01(c) and (d)
[13] Tex. Tax Code §26.01(c)
[14] Tex. Tax Code §26.01(d)
[15] Tex. Tax Code §26.012(6)(B)
[15] Tex. Tax Code §26.012(6)(B)
[16] [Reserved for expansion]
[17] [Reserved for expansion]
[18] Tex. Tax Code §26.08(n)
[19] Tex. Edu. Code §48.2551(a)(3)
[20] Tex. Tax Code §26.08(i) and Tex. Edu. Code §45.0032
[21] Tex. Edu. Code §§48.202(a-1)(2) and 48.202(f)
[22] Tex. Edu. Code §45.0021(a)
[23] Tex. Edu. Code §11.184(b)
[24] Tex. Edu. Code §11.184(b-1)

Draft

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
26.	**Current year maximum compressed tax rate (MCR).** TEA will publish compression rates based on district and statewide property value growth. Enter the school districts' maximum compressed rate based on guidance from TEA. [25]	$ .6169 /$100
27.	**Current year enrichment tax rate.** Enter the greater of A and B. [26] A. Enter the district's prior year enrichment tax rate, minus any required reduction under Education Code Section 48.202(f) ..... $ .1383 /$100 B. $0.05 per $100 of taxable value ..... $ _____ /$100	$ .1383 /$100
28.	**Current year maintenance and operations (M&O) tax rate.** Add Lines 26 and 27. Note: M&O tax rate may not exceed the sum of $0.17 and the district's maximum compressed rate.[27]	$ .7552 /$100
29.	**Total current year debt to be paid with property tax revenue.** Debt means the interest and principal that will be paid on debts that: (1) Are paid by property taxes; (2) Are secured by property taxes; (3) Are scheduled for payment over a period longer than one year; and (4) Are not classified in the school district's budget as M&O expenses. A. **Debt** includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [28] Enter debt amount: ..... $ 39,702,680 B. Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 0 C. Subtract **state aid** received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program. ..... – $ 1,500,000 D. **Adjust debt:** Subtract B and C from A.	$ 38,202,680
30.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [29]	$ 0
31.	**Adjusted current year debt.** Subtract line 30 from line 29D.	$ 38,202,680
32.	**Current year anticipated collection rate.** If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [30] A. Enter the current year anticipated collection rate certified by the collector. [31] 99.00 % B. Enter the 2024 actual collection rate 98.09 % C. Enter the 2023 actual collection rate 98.83 % D. Enter the 2022 actual collection rate 99.83 %	99.00 %
33.	**Current year debt adjusted for collections.** Divide Line 31 by Line 32. Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in the current year to the result.	$ 38,588,566
34.	**Current year total taxable value.** Enter the amount on Line 20 of the *No-New-Revenue Tax Rate Worksheet.*	$ 11,025,304,516
35.	**Current year debt rate.** Divide Line 33 by Line 34 and multiply by $100.	$ .3500 /$100
36.	**Current year voter-approval tax rate.** Add Lines 28 and 35. If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 28 and 35. [32]	$ 1.1052 /$100

Draft

[25] Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)
[26] Tex. Tax Code §26.08(n)(2)
[27] Tex. Edu. Code §45.003(d)
[27] Tex. Edu. Code §45.003(d)
[28] Tex. Tax Code §26.012(7)
[29] Tex. Tax Code §§26.012(10) and 26.04(b)
[30] Tex. Tax Code §§26.04(h), (h-1) and (h-2)
[31] Tex. Tax Code §26.04(b)
[32] Tex. Tax Code §26.08(g)

SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
37.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [33] The school district shall provide its tax assessor with a copy of the letter. [34]	$ _____
38.	**Current year total taxable value.** Enter the amount on Line 20 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
39.	**Additional rate for pollution control.** Divide line 37 by line 38 and multiply by $100.	$ _____/$100
40.	**Current year voter-approval tax rate, adjusted for pollution control.** Add line 36 and line 39.	$ _____/$100

SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year. [35] As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
41.	**Prior year adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____/$100
42.	**Prior voter-approval tax rate.** If the school district adopted a tax rate above the prior year voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	$ _____/$100
43.	**Increase in the prior year tax rate due to disaster (disaster pennies).** Subtract Line 42 from Line 41.	$ _____/$100
44.	**Current year voter-approval tax rate, adjusted for prior year disaster.** Subtract Line 43 from one of the following lines (as applicable): Line 36 or Line 40 (school districts with pollution control).	$ _____/$100

Draft

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate ..... $ 1.2404 /$100

Enter the current year NNR tax rate from Line 25.

Voter-Approval Tax Rate ..... $ 1.1052 /$100

As applicable, enter the current year voter-approval tax rate from Line 36, Line 40 or Line 44. Indicate the line number used: 36

SECTION 6: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code. [36]

print here

Printed Name of School District Representative

sign here

School District Representative

Date

[33] Tex. Tax Code §26.045(d)
[34] Tex. Tax Code §26.045(i)
[35] Tex. Tax Code §26.042(f) and Tex. Edu. Code §45.0032(d)
[36] Tex. Tax Code §26.04(c)

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Consideration / Approval of Resolution 2025-13 Committing Fund Balance

☐ Reports ☐ Discussion ☐ Consent ☒ Action

Presenter: Deputy Superintendent for Finance and Operations, Elaine Cogburn

Motion Language: I move that the Board of Trustees approve Resolution 2025-13 committing fund balances in accordance with GASB 54 as attached.

Policy: CE (Legal/Local) – Annual Operating Budget

Background: GASB 54 (Governmental Accounting Standards Board) establishes the reporting of fund balances for governmental entities. The objective of GASB 54 is to enhance the usefulness of fund balance information provided in the financial statements. This statement applies to fund balances reported in the General Fund, Special Revenue Fund, Debt Service Fund, Capital Projects Fund and Permanent Fund.

GASB 54 is designed to increase financial comparability among entities through the standardization of fund balance reporting and use of funds. In this design, the classification of fund balances and the terminology of Assigned and Unassigned Fund Balance changed to Nonspendable, Restricted, Committed, Assigned, and Unassigned.

Fund Balances are classified into the above categories based on the ultimate authority over the funds. In the case of the General Fund, the school board can Commit and Assign fund balance to various projects. In the case of the Debt Service Fund, fund balances are legally Restricted to cover the retirement of debt.

The Board may commit a portion of the fund balance for a specific purpose by resolution during a Board meeting. The committed fund balance will be used according to the Board's resolution, and may only be spent for the specified purpose and within a reasonable period of time unless an emergency occurs. The commitments may be amended at any time with Board approval.

This action is to officially commit portions of the General Operating fund balance. The recommended commitments are as follows:

- Utilities - $1,046,438
  - In order to get the 2025-2026 budget in compliance with Board policy CE Local, the budget was prepared utilizing fund balance to cover a portion of the annual utility costs.
- Equipment (band instruments) - $195,548
  - The 5-year replacement schedule for band instruments has been updated covering 2024-2025 through 2028-2029. *Five-year plan totals $304,672 less 2024-2025 allocation of $109,124.*
- Buses - $821,362
  - The 2023 Bond program includes funding for replacement buses but did not include funding for growth buses. The 2025 bond includes replacement buses through

2026 and growth buses through 2027. This amount represents replacement buses for the 2027 year which would need to be ordered in 2026.

- Technology Lease - $387,582
    - The 2025 technology refresh cycle was approved in February 2025 via a combination of fund balance and a no interest lease to be funded by General Fund fund balance. This amount represents the three-years remaining on a three-year lease approved by the Board in February 2025.
- Technology - $75,000
    - Replacing timeclocks was a technology project identified during bond planning but not included in the bond.
- Misc. Projects - $386,797
    - Several projects identified during bond planning did not get included in the final 2025 bond package. One proposal was to use savings from the 2023 bond for these projects. Depending on the timing of the projects, using 2023 bond savings may not be an option. Projects include: replacing stage curtains, locker renovations, exterior signage, and addressing warehouse space.
- Instructional Materials - $300,000
    - This commitment would provide funds for potential needs in the area of instructional materials. As the state funding for textbooks and technology has changed, the district is responsible for more of the costs. The funds provided by the IMA could be insufficient in the future.
- Portables/Furniture/Technology - $1,000,000
    - The 2023 and 2025 bond programs provide funding for portables. This amount would cover any additional needs to accommodate student growth.
- Property Insurance Deductible - $5,000,000
    - The property insurance bid awarded to TASB for 2025-2026 includes a 2% of building value deductible for damages due to wind and hail. By reserving fund balance for the deductible, the district is in better position to handle any property losses associated with this high deductible.

Attachments: Resolution 2025-13 Committing Fund Balance

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

RESOLUTION #2025-13

A RESOLUTION COMMITTING FUND BALANCE

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

WHEREAS, Dripping Springs Independent School District elects to implement GASB 54 requirements, and to apply such requirements to its year ending June 30, 2025 financial statements; and

WHEREAS, Dripping Springs Independent School District will categorize according to the following components: Nonspendable (including but not limited to, inventory, prepaid), Restricted (external restrictions), Committed (imposed by resolution), Assigned (general intent for specific use) and Unassigned (residual);

NOW THEREFORE BE IT RESOLVED that the Dripping Springs Independent School District Board of Trustees commits the following portions of its July 1, 2024 General Fund Balance of $49,101,149, as follows:

• 2025-2026 Budget for utilities	$ 1,046,438
• Capital expenditures-Band Instruments	$ 195,548
• Capital expenditures-Buses	$ 821,362
• Technology Refresh (lease payments)	$ 387,582
• Technology (purchase)	$ 75,000
• Capital expenditures-Facilities	$ 386,797
• Instructional Materials	$ 300,000
• Capital expenditures-Portables, Furniture, Technology	$ 1,000,000
• Property insurance deductible	$ 5,000,000

BE IT ALSO RESOLVED that the Dripping Springs Independent School District Board of Trustees commits the total fund balance of Campus Activity Funds reported in the Special Revenue Funds to projects related to campus activities; and commits the total fund balance of locally funded grants and donations to the purpose for which the funds were granted.

AND BE IT ALSO RESOLVED that the Dripping Springs Independent School District's financial goal is to have sufficient balance in the operating fund with sufficient working capital and a margin of safety to address emergencies without borrowing. The District shall maintain a yearly assigned and unassigned fund balance in the General Operating Fund equal to or exceeding four months of total annual operating expenditures.

Adopted by the vote of the majority of members of the Board of Trustees of the Dripping Springs Independent School District present and voting at an open meeting of the Board on the 23rd day of June, 2025 at which a quorum was present.

APPROVED: **ATTEST:**

President, Board of Trustees

Secretary, Board of Trustees

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Consideration / Approval of Automobile, School Liability, Cyber Liability & Security and Workers' Compensation Insurance Renewal

☐ Reports ☐ Discussion ☐ Consent ☒ Action

Presenter: Deputy Superintendent for Finance and Operations, Elaine Cogburn

Motion Language: I move that the Board of Trustees approve the renewal proposal issued by TASB Risk Management for automobile, school liability, cyber liability and security and workers' compensation insurance coverage for 2025-2026.

Policy: CE (Legal/Local) – Annual Operating Budget

Background: The District has participated in the TASB Risk Management Fund program for many years. TASB RMF is a provider of comprehensive and responsive risk solutions for more than 1,000 school districts and educational entities in the state of Texas. A bid for insurance coverage was issued in 2015 and TASB RMF was found to be the best value and pricing was checked with another interlocal program in 2020.

The district issued a bid for property insurance coverage included as another agenda item for June. Not included in the request for proposals was insurance coverage for auto, cyber, liability or workers' compensation. For these lines of coverage, TASB RMF has submitted the annual renewal package.

Coverage	2024-2025	2025-2026	Change
Auto Liability	$ 35,098	$ 51,192	$ 16,094
Auto Physical Damage	$ 44,078	$ 43,452	$ (626)
Professional Legal, General, and Employee Benefits Liability	$ 33,510	$ 32,210	$ (1,300)
Privacy & Information Security	$ 10,000	$ 10,000	
Workers' Comp Fully Funded*	$ 306,405	$ 315,165	$ 8,760
**Workers' Compensation is a rate factor times annual payroll. Total costs increase as payroll costs increase.*			

Based upon the district's prior experience with TASB and the insurance market as a whole, the recommendation is to accept the renewal proposal from the TASB Risk Management

Fund for auto, cyber, liability and workers' compensation insurance. The 2025-2026 budget was prepared with the higher premium amount.

Attachments: TASB Auto, Cyber, Liability and Workers' Compensation Contribution and Coverage Summary

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

TASB RISK FUND

TASB Risk Management Fund • 12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301 • Austin, Texas 78767-0301 • 800.482.7276 • **tasbrmf.org**
Administered by the Texas Association of School Boards

Dripping Springs ISD

Contribution & Coverage Summary (CCS)
Participation Period: 7/1/2025 through 6/30/2026

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions can be found on the following pages and is part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This document is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Automobile Liability	$100K Person Bodily / $300K Occurrence Bodily / $100K Occurrence Property	$2,500	**$51,192**
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	**$43,452**
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	**$32,210**
Privacy & Information Security	$500,000	$0	**$10,000**
Violent Acts	$250,000	$0	**No Cost**
Workers' Comp Fully Funded	Statutory	Statutory	**$315,165**
Total Contribution			**$452,019**

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the member. Total Contribution is an estimate and is subject to exposure audit.

All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other options and updated pricing.

Dripping Springs ISD

Automobile Coverage Summary
Participation Period: 7/1/2025 through 6/30/2026
Total Automobile Contribution: $94,644

The following is an overview of the limits and deductibles for risks associated with the ownership, maintenance, or use of Covered Automobiles. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Automobile Liability	$100K Person Bodily / $300K Occurrence Bodily / $100K Occurrence Property	$2,500
Automobile Physical Damage - Collision	Actual Cash Value	$2,500
Automobile Physical Damage - Comprehensive	Actual Cash Value	$2,500
Automobile Physical Damage - Catastrophic	Actual Cash Value	$50,000

Automobile Terms & Conditions

Statement of Values: The Fund Member has provided the Fund with the most complete and accurate listing of vehicles owned and leased by the Fund Member and will make this listing current throughout the Participation Period. The Fund Member agrees to allow the Fund to conduct vehicle appraisals of the Fund Members' fleet periodically and agrees to accept values provided by the Fund, if any.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Excluded Vehicles: Vehicles specifically listed on this CCS are excluded from all Automobile coverage as noted under 'Exclusion.'

Dripping Springs ISD

School Liability Coverage Summary
Participation Period: 7/1/2025 through 6/30/2026
Total School Liability Contribution: $32,210

The following is an overview of the limits and deductibles for legal, general, and other liability risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Professional Legal Liability Subject to $2,000,000 Maximum Annual Aggregate	$2,000,000	$10,000
General Liability	$2,000,000	$0
Employee Benefits Liability	$100,000	$0

School Liability Coverage Provisions

Known Prior Acts: As indicated in the School Liability Coverage Agreement, including in Section 4.1, the Fund Member agrees that all known prior acts (including previously reported acts) that may result in a legal claim against the Fund Member have been fully disclosed to prior carriers, including the Fund, and no coverage will apply to these acts under this CCS. However, this CCS does not void coverage afforded to the Fund Member under any previous CCS.

Fund-requested Settlement Contributions: As indicated in the School Liability Coverage Agreement, including Section 4.6, the Fund may request a monetary or non-pecuniary contribution from the Fund Member to address the portion of a Claim that is not covered by the Coverage Agreement so that the Fund can settle the Claim in its entirety. Any refusal by the Fund Member to contribute to the settlement as requested by the Fund will result in the Fund Member being responsible for further defense costs and indemnity payments other than what the Fund would have paid.

Dripping Springs ISD

Cyber Liability & Security Coverage Summary
Participation Period: 7/1/2025 through 6/30/2026
Total Cyber Liability & Security Contribution: $10,000

The following is an overview of the limits and deductibles for cyber liability & security risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Aggregate Limit Per Event	Deductible
Cyber Liability & Security	$500,000	$0

Cyber Liability & Security Conditions

No Known Losses: Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this coverage have been fully disclosed or reported.

Dripping Springs ISD

Workers' Compensation – Fully Funded
Participation Period: 7/1/2025 through 6/30/2026
Total Workers' Compensation – Fully Funded Contribution: $315,165

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	$2,452,445	0.01594287	$39,099
7720 - POLICE OFFICER	$159,462	0.01986678	$3,168
8810 - CLERICAL OFFICE EMPLOYEES	$3,360,756	0.00104560	$3,514
8868 - PROFESSIONAL/ADMINISTRATON	$58,144,029	0.00282263	$164,119
9101 - ALL OTHERS	$5,034,588	0.02090836	$105,265
Total	**$69,151,280**		**$315,165**

Estimated Contribution	**$315,165**

Workers' Compensation – Fully Funded Provisions

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this CCS will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This CCS does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of the Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the Participation Period, the Fund Member agrees to report those claims timely and solely to the Fund. The report of Workers' Compensation claims to any other entity will waive all Fund liability under this CCS for those claims, regardless of reporting sequence. Any fines levied against the Fund for the Fund Member's failure to comply with the rules and regulations of the Act will be the Fund Member's sole responsibility.

Seasonal Benefits Adjustments: The Fund adjusts weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer, Thanksgiving, spring, and winter breaks. Other extended holiday periods may also trigger benefit adjustments.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Consideration / Approval of an Order by the Board of Trustees of Dripping Springs Independent School District Authorizing the Defeasance and Redemption of Certain Outstanding Bonds; Approving and Authorizing the Execution of an Escrow Agreement; Authorizing the Engagement of a Verification Agent; and Containing Other Provisions Relating Thereto

☐ Reports ☐ Discussion ☐ Consent ☒ Action

Presenter: Deputy Superintendent for Finance and Operations – Elaine Cogburn

Motion Language: I move the Board of Trustees approve an Order by the Board of Trustees of Dripping Springs Independent School District authorizing the defeasance and redemption of certain outstanding bonds; approving and authorizing the execution of an escrow agreement; authorizing the engagement of a verification agent; and containing other provisions relating thereto.

Policy: CCG (Legal) Local Revenue Sources: Ad Valorem Taxes

Background: Debt management often involves the use of a level debt service tax rate that does not fluctuate from year to year with changes in property values. If debt service revenues exceed the principal and interest payments due for that year on the district's bonds, those additional revenues are to be used to pay off additional debt. This not only reduces long-term interest costs to district taxpayers, but also frees up additional capacity for future voter-approved bond referendums and bond issues.

Excess tax collections exist in the current 2024-2025 fiscal year for the Debt Service Fund. Information will be presented on using these excess tax collections to defease currently outstanding bonds. The district's Financial Advisor, Specialized Public Finance is working on the structure of the defeasance. The attachments at this time are drafts with completed documents to be provided by June 23.

Attachments: An Order Authorizing the Defeasance and Redemption of Certain Outstanding Bonds
Escrow Agreement

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

ORDER BY THE BOARD OF TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE DEFEASANCE AND REDEMPTION OF CERTAIN OUTSTANDING BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; AUTHORIZING THE ENGAGEMENT OF A VERIFICATION AGENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Dripping Springs Independent School District (the "District") has heretofore issued its Unlimited Tax School Building Bonds, Series 2018 (collectively, the "2018 Bonds"), pursuant to an order adopted by the Board on June 25, 2018, and the approval certificate executed pursuant thereto (the "Outstanding Bonds"), pursuant to an order adopted by the Board on June 25, 2018, and the approval certificate executed pursuant thereto (the "Outstanding Bond Order"); and [***NTD: other defeased bonds?***]

WHEREAS, pursuant to the Outstanding Bond Order, the District has the right to defease and redeem all or a portion of the Outstanding Bonds in advance of their maturities; and

WHEREAS, the District desires to defease and redeem the Outstanding Bonds more specifically described in Section 3 herein (the "Redeemed Bonds") in advance of their maturities on the dates designated pursuant to Section 3 hereof (each such date being a "Redemption Date" and, collectively, the "Redemption Dates"); and

WHEREAS, the District is authorized to accomplish such defeasance and redemption by providing notice as required in the Outstanding Bond Order and (i) depositing with a qualified escrow agent (the "Escrow Agent") or (ii) depositing directly with the paying agent/registrar for the Redeemed Bonds, lawfully available funds of the District in an amount sufficient to provide for the defeasance and redemption of the Redeemed Bonds on the Redemption Dates; and

WHEREAS, the Board desires to authorize the execution of an escrow agreement (the "Escrow Agreement") in order to provide for the deposit of such lawfully available funds of the District and certain other securities in an amount sufficient to accomplish the discharge and final payment of the Redeemed Bonds on the Redemption Dates, and to obtain a verification report from the verification agent (the "Verification Agent") verifying the sufficiency of the amounts initially deposited with the Escrow Agent to pay the principal of and interest on the Redeemed Bonds when due on the Redemption Dates (the "Verification Report"); and

WHEREAS, upon the deposit of funds with the Escrow Agent as specified in the Verification Report, the District will have effected the defeasance of the Redeemed Bonds under Chapter 1207, Texas Government Code, as amended, and the Outstanding Bond Order, and the Redeemed Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to the funds deposited under the Escrow Agreement with the Escrow Agent; and

WHEREAS, the Board hereby finds and declares that the meeting at which this Order is considered is open to the public, and that the public notice of the time, place and purpose of the meeting was given, as required by Chapter 551, Texas Government Code; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT:

Section 1. Findings. It is hereby found and determined that the matters and facts set out in the recitals of this Order are true and correct and incorporated herein for all purposes. All capitalized terms not otherwise defined in the recitals to this Order shall have the respective meanings set forth in the Outstanding Bond Order.

Section 2. Approval of Defeasance and Redemption of Redeemed Bonds; Approval of Use of Funds. It is hereby found and determined that sufficient lawfully available funds of the District are available for the purpose of defeasing and redeeming the Redeemed Bonds and to pay the costs relating thereto. It is hereby found and determined that it is in the best interest of the District to use such funds, in an amount not to exceed $[ ], to effect the defeasance and redemption of the Redeemed Bonds. The Board hereby authorizes the use of such lawfully available funds (i) in an amount sufficient to provide for the payment of the principal of and interest on the Redeemed Bonds when due on the Redemption Dates, as verified in the Verification Report, in order to accomplish the defeasance and redemption of the Redeemed Bonds and (ii) in an amount sufficient to pay any costs relating to the defeasance and redemption of the Redeemed Bonds.

Section 3. Defeasance and Redemption Prior to Maturity of Redeemed Bonds. The District hereby authorizes the defeasance and redemption of the Outstanding Bonds identified on Exhibit A hereto (collectively, the "Redeemed Bonds"). The Redeemed Bonds are hereby called for redemption prior to maturity on the respective Redemption Dates therefor set forth in Exhibit A at a redemption price of par plus accrued interest to their respective Redemption Date. The District hereby authorizes and directs notice of such defeasance and redemption of the Redeemed Bonds to be given in accordance with the terms of the Outstanding Bond Order.

Section 4. Appointment of Escrow Agent; Approval of Escrow Agreement; Subscription for Securities. The District hereby appoints [The Bank of New York Mellon Trust Company, National Association], as escrow agent (the "Escrow Agent") for the Redeemed Bonds. An escrow agreement (the "Escrow Agreement") specifying the duties and responsibilities of the District and the Escrow Agent in substantially the form attached hereto as Exhibit B, with such revisions as may be approved by the [Superintendent of the District, the Deputy Superintendent for Finance and Operations of the District, or the Chief Financial Officer of the District] and any person serving in an acting or interim capacity for any such position (each, an "Authorized Officer"), as evidenced by the execution of the Escrow Agreement, is hereby approved. Each Authorized Officer is each hereby authorized to execute the Escrow Agreement on behalf of the District and to execute such documents and agreements in connection with the purchase of securities as may be necessary or desirable to effectuate the defeasance and redemption of the Redeemed Bonds as contemplated herein, and the submission of any application necessary for the acquisition of such securities is hereby ratified and approved.

Section 5. Appointment of Verification Agent. The District hereby authorizes each Authorized Officer to engage [Public Finance Partners, LLC], as Verification Agent in

connection with the defeasance and redemption of the Redeemed Bonds and to execute an engagement letter in connection with such engagement.

Section 6. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order, each Authorized Officer and all other appropriate officers and agents of the District are hereby authorized and directed to take all actions that are reasonably necessary to provide for the defeasance and redemption of the Redeemed Bonds, including, without limitation, paying any fees or expenses required in connection with the defeasance and redemption of the Redeemed Bonds and executing and delivering on behalf of the District all bonds, consents, receipts, requests, agreements and other documents as may be necessary to direct the application of funds of the District consistent with the provisions of this Order, and any such actions taken prior to the date hereof are ratified and approved.

Section 7. No Personal Liability. No recourse shall be had for payment of principal of or interest on any Redeemed Bonds or for any claim based thereon against any member of the Board of Trustees or employee of the District.

Section 8. Severability. If any provision, section, subsection, sentence, clause or phrase of this Order, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, neither the remaining portions of this Order nor their application to other persons or sets of circumstances shall be affected thereby, it being the intent of the Board in adopting this Order that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, invalidity or unenforceability of any other portion hereof, and all provisions of this Order are declared to be severable for that purpose.

Section 9. Effective Date. This Order shall take effect immediately from and after its passage by the Board.

[The remainder of this page is intentionally left blank.]

PASSED AND APPROVED the 23rd day of June, 2025.

President, Board of Trustees
Dripping Springs Independent School District

ATTEST:

Secretary, Board of Trustees
Dripping Springs Independent School District

[SEAL]

EXHIBIT A

SCHEDULE OF REDEEMED BONDS

Unlimited Tax School Building Bonds, Series 2018

Maturity Date	Principal Amount	Redemption Date

[SERIES]

Maturity Date	Principal Amount	Redemption Date

EXHIBIT B

ESCROW AGREEMENT

[Attached]

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTIES OF HAYS AND §
TRAVIS §

I, the undersigned officer of the Board of Trustees of Dripping Springs Independent School District, hereby certify as follows:

1. The Board of Trustees of Dripping Springs Independent School District convened in regular meeting on the 23rd day of June, 2025, at the regular meeting place thereof, within said District and the roll was call of duly constituted officers and members of said Board, to wit:

Dr. Stefani Reinold	President
Dr. Mary Jane Hetrick	Vice President
Olivia Barnard	Secretary
Kim Cousins	Trustee
Shanda DeLeon	Trustee
Tricia Quintero	Trustee
Rob McClelland	Trustee

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER BY THE BOARD OF TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE DEFEASANCE AND REDEMPTION OF CERTAIN OUTSTANDING BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; AUTHORIZING THE ENGAGEMENT OF A VERIFICATION AGENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

_____ Member(s) shown present above voted "Aye".

0 Member(s) shown present above voted "No".

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein;

that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this 23rd day of June, 2025.

[SEAL]

Secretary, Board of Trustees
Dripping Springs Independent School District

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated for convenience [June] 1, 2025, but effective on the Escrow Funding Date described herein, is made and entered into by and between DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, an independent school district duly created, organized and existing under the Constitution and laws of the State of Texas (together with any successor to its duties and functions, the "District"), and [THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, Dallas, Texas], as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the District has heretofore issued the obligations described in Exhibit A[-1 (the "Defeased [Series 2018] Obligations")] [and Exhibit A-2 (the "Defeased Series [___] Obligations")] ([collectively,]the "Defeased Obligations"); and

WHEREAS, the District desires to defease and redeem the Defeased Obligations in advance of their maturities; and

WHEREAS, the Defeased Obligations are scheduled to mature or have been called for early redemption in such years, bear interest at such rates, and are payable at such times and in such amounts as are set forth in Exhibit B[-1] [and Exhibit B-2]; and

WHEREAS, Section 1207.061, Texas Government Code, as amended, authorizes and empowers the District to deposit an amount of money sufficient to provide for the payment or redemption of the Defeased Obligations to be paid or redeemed in whole or in part without issuing refunding bonds, directly with a commercial bank or trust company; and

WHEREAS, the governing body of the District has adopted an order authorizing, among other things, the defeasance and redemption of the Defeased Obligations; and

WHEREAS, the governing body of the District has further determined to effectuate the defeasance of the Defeased Obligations pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of certain funds of the District, so as to provide firm banking and financial arrangements for the discharge and final payment of the Defeased Obligations;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and to secure the full and timely payment of the principal of and interest on the Defeased Obligations, the District and the Escrow Agent contract and agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter, (c) any corresponding provision of any subsequent Internal Revenue Code, and (d) the regulations promulgated under the provisions described in (b) and (c).

"Defeased Obligations" has the meaning given to such term in the recitals hereto.

["Defeased [Series 2018] Obligations" has the meaning given to such term in the recitals hereto.]

["Defeased Series [___] Obligations" has the meaning given to such term in the recitals hereto.]

"Deposited Escrowed Securities" means, collectively, the Series 2018 Escrowed Securities and the Series [___] Escrowed Securities.

"District" has the meaning given to such term in the first paragraph hereof.

"Escrow Agent" has the meaning given to such term in the first paragraph hereof.

"Escrow Agreement" has the meaning given to such term in the first paragraph hereof.

"Escrow Fund" or "Escrow Funds" means [one or more of] the Series 2018 Escrow Fund [or the Series [___] Escrow Fund] created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" means the date on which the District will deposit with the Escrow Agent the cash and Deposited Escrowed Securities described in Section 2.01.

"Escrowed Securities" means (1) direct non-callable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, (2) non-callable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (3) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

"Paying Agent for the Defeased Obligations" means The Bank of New York Mellon Trust Company, National Association.

"Report" means the verification report prepared by [Public Finance Partners, LLC], attached hereto as Exhibit E, relating to the defeasance of the Defeased Obligations, and any subsequent report required by Section 5.02.

"Series 2018 Escrow Fund" means the fund created in Section 3.01[(a)] of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement for the defeasance of the Defeased [Series 2018] Obligations described in Exhibit A[-1].

"Series 2018 Escrowed Securities" means the Escrowed Securities deposited to the Series 2018 Escrow Fund, as described in Exhibit C[-1].

["Series [___] Escrow Fund" means the fund created in Section 3.01[(b)] of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement for the defeasance of the Defeased Series [___] Obligations described in Exhibit A[-2].]

["Series [___] Escrowed Securities" means the Escrowed Securities deposited to the Series [___] Escrow Fund, as described in Exhibit C[-2].]

Section 1.02. Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the defeasance of the Defeased Obligations in accordance with applicable law. All exhibits attached hereto are incorporated by reference and made a part of this Escrow Agreement for all purposes.

ARTICLE II
DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.01. Deposits with Escrow Agent; Acquisition of Escrowed Securities. (a) On the Escrow Funding Date, the District shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Series 2018 Escrow Fund, the Beginning Cash Balance and the Series 2018 Escrowed Securities described in Exhibit C[-1]. The Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the District in writing.

(b) [other defeased bonds?].

ARTICLE III
CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. (a) On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as the "Dripping Springs Independent School District Unlimited Tax School Building Bonds Series 2018 Escrow Fund" into which will be deposited the cash and Series 2018 Escrowed Securities described in Section 2.01(a). The Series 2018 Escrowed Securities, all proceeds therefrom, and all cash

balances from time to time on deposit in the Series 2018 Escrow Fund shall be the property of the Series 2018 Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. The Series 2018 Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Series 2018 Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased [Series 2018] Obligations, which payment shall be made by timely transfers to the Paying Agent for the Defeased Obligations of such amounts at such times as are provided in Section 3.02(a) hereof. When the final transfers have been made to the Paying Agent for the Defeased Obligations for the payment of such principal of and interest on the Defeased [Series 2018] Obligations, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder with respect to the Series 2018 Escrow Fund.

(b) [other defeased bonds?].

Section 3.02. Payment of Principal of and Interest on Defeased Obligations. (a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Obligations from the cash balance from time to time on deposit in the Series 2018 Escrow Fund the amounts required to pay the principal of the Defeased [Series 2018] Obligations at their respective maturity dates or dates as of which such Defeased [Series 2018] Obligations have been called for earlier redemption, and interest thereon due, in the amounts and at the times shown in the Report.

(b) [other refunded bonds?].

(c) The Escrow Agent is further authorized to transfer funds in the manner disclosed in the closing memorandum prepared by the District's financial advisor or other agent. The Escrow Agent may act on a facsimile or electronic mail transmission of the closing memorandum acknowledged by the District or the District's financial advisor as the final closing memorandum. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions contained in the closing memorandum.

Section 3.03. Sufficiency of Escrow Fund. (a) Based on the Report, the District represents that the successive receipts of the principal of and interest on the Series 2018 Escrowed Securities will assure that the cash balance on deposit from time to time in the Series 2018 Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Obligations at the times and in the amounts required to pay the principal of and interest on the Series 2018 Defeased Obligations as such principal and interest becomes due and payable, all as more fully set forth in Exhibit D[-1]. If any deficiency results from any error in the calculations, the District shall transfer to the Escrow Agent for deposit to the Series 2018 Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities meeting the requirements for Escrowed Securities as specified in Section 1.01 of this Escrow Agreement sufficient to provide for such deficiency.

(b) [other defeased bonds?].

Section 3.04. Escrow Fund. (a) The Escrow Agent at all times shall hold the Series 2018 Escrow Fund, the Series 2018 Escrowed Securities and all other assets of the Series 2018 Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Series 2018 Escrowed Securities or any other assets of the Series 2018 Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Series 2018 Escrow Fund only as set forth herein. The Series 2018 Escrowed Securities and other assets of the Series 2018 Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Series 2018 Defeased Obligations; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Series 2018 Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Series 2018 Escrowed Securities, the proceeds thereof and all other assets of the Series 2018 Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the District.

(b) [other defeased bonds?].

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Funds, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct noncallable obligations of, or noncallable obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV
REDEMPTION OF THE DEFEASED OBLIGATIONS PRIOR TO MATURITY

Section 4.01. Redemption Prior to Maturity of Defeased Obligations. (a) The District has irrevocably exercised its option to call the Defeased [Series 2018] Obligations for redemption prior to maturity on the dates shown on Exhibit A[-1], at a price equal to the principal amount thereof, plus accrued interest to the date of redemption, and has authorized and directed notice of such redemption to be given in accordance with the order authorizing the issuance of such Defeased [Series 2018] Obligations.

(b) [other defeased bonds?].

ARTICLE V
LIMITATION ON INVESTMENTS

Section 5.01. General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Deposited Escrowed Securities; or to sell, transfer or otherwise dispose of the Deposited Escrowed Securities.

Section 5.02. Reinvestment of Proceeds. The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Deposited Escrowed Securities which are attributable to amounts received as principal of or interest on the Deposited Escrowed Securities in obligations meeting the requirements for Escrowed Securities as specified in Section 1.01 of this Escrow Agreement, at the times, in the amounts, and maturing and bearing interest, all as set out in the Report.

Section 5.03. Substitution of Securities. At the written request of the District, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Deposited Escrowed Securities and apply the proceeds therefrom to purchase Defeased Obligations or obligations meeting the requirements for Escrowed Securities as specified in Section 1.01 of this Escrow Agreement. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of independent certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Funds to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of and interest on the remaining Defeased Obligations as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the District and the Escrow Agent to the effect that (a) such transaction will not cause any of the Defeased Obligations to be "arbitrage bonds" within meaning of the Code, and (b) such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Obligations.

ARTICLE VI
RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Deposited Escrowed Securities deposited to the Escrow Funds and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the owners of the Defeased Obligations.

Section 6.02. Reports. While this Escrow Agreement remains in effect, the Escrow Agent, at least annually, shall prepare and send to the District a written report summarizing all transactions relating to the Escrow Funds during such period, including, without limitation, credits to the Escrow Funds as a result of interest payments on or maturities of the Deposited Escrowed Securities and transfers from the Escrow Funds to the Paying Agent for the Defeased Obligations, together with a detailed statement of all Deposited Escrowed Securities and the cash balances on deposit in the Escrow Funds as of the end of such period.

Section 6.03. Notification. The Escrow Agent shall notify the District immediately if at any time during the term of this Escrow Agreement it determines that the cash and Deposited Escrowed Securities in an Escrow Fund are not sufficient to provide for the transfer to the Paying Agent for the Defeased Obligations for timely payment of all interest on and principal of the respective series of Defeased Obligations to which such Escrow Fund relates.

ARTICLE VII
CONCERNING THE ESCROW AGENT

Section 7.01. Representations of Escrow Agent. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Obligations for the payments of the principal of and interest on the Defeased Obligations shall be limited to the proceeds of the Deposited Escrowed Securities and the cash balances from time to time on deposit in the Escrow Funds. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Funds or any failure of the obligor of the Deposited Escrowed Securities to make timely payment thereon, except for its obligation to notify the District promptly of any such occurrence.

The recitals herein and in the proceedings authorizing defeasance and/or redemption of the Defeased Obligations shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Funds, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

It is the intention of the District and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts

with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Funds and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the District, among others, at any time.

The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

To the extent permitted by law, the District agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys fees and expenses of defending itself against any claim or liability in connection with its performance hereunder, except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful action.

The Escrow Agent shall not incur any liability for any losses arising as a result of any investment made pursuant to the instructions of the parties hereto or as a result of any liquidation of any investment prior to its maturity or for the failure of the parties to give the Escrow Agent instruction to invest or reinvest the Escrow Funds or any earnings thereon.

This Escrow Agreement shall not create an obligation on the part of the Escrow Agent to calculate or in any way verify the sufficiency or projected future sufficiency of the maturing principal of and interest on the Deposited Escrowed Securities, any substitute Escrowed Securities and other money held by the Escrow Agent pursuant to this Escrow Agreement to pay debt service.

Notwithstanding any other provision of this Escrow Agreement, the Escrow Agent shall not be obligated to perform any obligation hereunder and shall not incur any liability for the nonperformance or breach of any obligation hereunder to the extent that the Escrow Agent is delayed in performing, unable to perform or breaches such obligation because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failures, or other causes reasonably beyond its control.

The Escrow Agent makes no representations as to, and shall have no responsibility for, the tax exempt status of the Defeased Obligations, compliance by the District with Section 148 of the Code or any covenant in this Escrow Agreement or any other transaction document regarding yields on investments.

Section 7.03. Compensation. On the Escrow Funding Date, the District shall pay to the Escrow Agent the sum of $[___], the sufficiency of which is hereby acknowledged by the Escrow Agent to pay its redemption notice fee of $[___] and its fee of $[___] for performing the services of Escrow Agent hereunder and for all expenses incurred or to be incurred by it as Escrow Agent in the administration of this Escrow Agreement. The Escrow Agent's fee does not include the cost of publication, printing costs, or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent is requested to perform any extraordinary services hereunder, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Funds for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

Section 7.04. Successor Escrow Agents. This Escrow Agreement may be terminated by the District or the Escrow Agent on 60 days' written notice, but no such termination shall be effective until a successor Escrow Agent has been appointed and has accepted such appointment. If a successor has not been appointed within the 60 days, the Escrow Agent may, at the District's expense, petition a court of competent jurisdiction to have a successor escrow agent appointed. Any successor Escrow Agent appointed by the District shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

Section 7.05. Consequential Damages. To the extent permitted by law, anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of such loss or damage and regardless of the form of action.

Section 7.06. Merger, Conversion, Consolidation or Succession. Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Escrow Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto.

Section 7.07. Verifications of Statutory Representations and Covenants. The Trustee makes the following verifications, representation and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the "Government Code"), each as heretofore amended, in entering into this Escrow Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Escrow Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Escrow Agreement, notwithstanding anything in this Escrow Agreement to the contrary.

(a) The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization:

(b) The Escrow Agent hereby represents that this agreement does not have a value of $100,000 or more and is therefore exempt from Chapter 2271 of the Government Code, Chapter 2274 of the Government Code and Chapter 2276 of the Government Code. The Escrow Agent agrees that its compensation hereunder will have a value of less than $100,000.

Section 7.08. Form 1295 Exemption. The Escrow Agent represents that it is a wholly owned subsidiary of [The Bank of New York Mellon Corporation], a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent: The Bank of New York Mellon Trust Company, National Association
2001 Bryan Street, 11th Floor
Dallas, Texas 75201
Attention: Corporate Trust Department

To the District: Dripping Springs Independent School District
300 Sportsplex Drive
Dripping Springs, Texas 78620

Attention: Deputy Superintendent for Finance and Operations

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days prior notice thereof.

Section 8.02. Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the owners of the Defeased Obligations or to any other person or persons in connection with this Escrow Agreement.

Section 8.03. Binding Agreement. This Escrow Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the Owners of the Defeased Obligations, the District, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. If any one or more of the provisions contained in this Escrow 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 of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Amendment. Except as provided in this Section, this Escrow Agreement may not be amended without the prior written consent of the Owners of all Defeased Obligations then outstanding. No consent of any Owner shall be required for amendments limited to: (a) the insertion of unintentionally omitted material or the correction of mistakes or clarification of ambiguities; (b) the pledging of additional security to the holders of the Defeased Obligations; or (c) the deposit of additional cash or securities to the escrow account.

Section 8.06. Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.07. Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

ARTICLE IX
ACKNOWLEDGMENT OF RECEIPT OF NOTICE

Section 9.01 Acknowledgment of Receipt of Notice. In its capacity as paying agent/registrar for the Defeased Obligations described on Exhibit A[-1] [and Exhibit A-2] hereto, the Escrow Agent, by its execution of this Escrow Agreement, acknowledges receipt of the Order approved by the Board of Trustees of the District authorizing the defeasance and redemption of the Defeased Obligations (the "Order"), the receipt of such Order constituting written notice of redemption and defeasance of such Defeased Obligations. The Escrow Agent hereby agrees to provide or cause to be provided to the owners of the Defeased Obligations notice of defeasance

and redemption as required by the respective orders that authorized the issuance of such Defeased Obligations.

Executed as of _____, 2025, but effective as set forth herein.

DRIPPING SPRINGS
INDEPENDENT SCHOOL DISTRICT

By: _____
Authorized Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

By: _____

Title _____

EXHIBIT A-1

SCHEDULE OF DEFEASED [SERIES 2018] OBLIGATIONS

Unlimited Tax School Building Bonds, Series 2018

Maturity Date	Principal Amount	Redemption Date

EXHIBIT A-2

SCHEDULE OF DEFEASED SERIES [___] OBLIGATIONS

[Series]

Maturity Date	Principal Amount	Redemption Date

EXHIBIT B-1

SCHEDULE OF DEBT SERVICE ON DEFEASED 2018 OBLIGATIONS

EXHIBIT B-2

SCHEDULE OF DEBT SERVICE ON DEFEASED [__] OBLIGATIONS

EXHIBIT C-1

DESCRIPTION OF BEGINNING CASH BALANCE AND FEDERAL SECURITIES

FOR SERIES 2018 ESCROW FUND

I. Cash

$[___]

II. State and Local Government Series Obligations

$[___]

III. Open Market Securities

$[___]

EXHIBIT C-2

DESCRIPTION OF BEGINNING CASH BALANCE AND FEDERAL SECURITIES

FOR SERIES [___] ESCROW FUND

I. Cash

$[___]

II. State and Local Government Series Obligations

$[___]

III. Open Market Securities

$[___]

EXHIBIT D-1

SERIES 2018 ESCROW FUND CASH FLOW

EXHIBIT D-2

SERIES [___] ESCROW FUND CASH FLOW

EXHIBIT E

VERIFICATION REPORT

[ATTACHED]

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Consideration / Approval of an Order Authorizing the Issuance and Sale of One or More Series of Dripping Springs Independent School District Unlimited Tax School Building Bonds; Levying a Tax and Providing for the Security and Payment Thereof; Providing For the Award of the Sale Thereof in Accordance With Specified Parameters; Authorizing the Execution and Delivery of One or More Purchase Contracts and Paying Agent/registrar Agreements Relating to Such Bonds; Approving the Preparation of One or More Official Statements; and Enacting Other Provisions Relating Thereto

☐ Reports ☐ Discussion ☐ Consent ☒ Action

Presenter: Deputy Superintendent for Finance & Operations, Elaine Cogburn

Motion Language: I move that the Board of trustees adopt the Order Authorizing the Issuance and Sale of One or More Series of Dripping Springs Independent School District Unlimited Tax School Building Bonds; Levying a Tax and Providing for the Security and Payment Thereof; Providing For the Award of the Sale Thereof in Accordance With Specified Parameters; Authorizing the Execution and Delivery of One or More Purchase Contracts and Paying Agent/registrar Agreements Relating to Such Bonds; Approving the Preparation of One or More Official Statements; and Enacting Other Provisions Relating Thereto

Policy: CCA (Legal) Local Revenue Sources: Bond Issues

Background: Chapter 1371 of the Texas Government Code provides for the use of a delegation order in the issuance and refunding of bonded debt. A delegation order gives the named Authorized Officials authority to sell the bonds under parameters set by the order. A delegation order gives the District flexibility on when to enter the financial market and eliminates the need for called Board meetings to approve the sale.

The Order submitted includes the following parameters:

- Names the Authorized Official(s) to approve the sale to be the Superintendent, Deputy Superintendent for Finance & Operations, or Chief Financial Officer.
- Requires the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;
- Requires a maturity of no more than 30 years (February 15, 2056).

- Authorizes an amount to be sold up to all remaining authorization ($526,000,000
    - The intent is to issue all $123,700,000 of the 2023 remaining authorization.
    - The intent is to issue up to $209,700,000 under Prop A of the 2025 authorization and up to $1,600,000 under Prop B of the 2025 authorization.

Under the delegation order, the Authorized Officials may approve the sale of bonds under the 2023 and 2025 authorizations only if the above parameters are met. The timing of the sale will be dependent on market conditions and completion of all the necessary documents to perform a sale. Once the sale has been completed, a report of the results will be delivered to the Board.

Delegating the sale of 2025 bonds and refunding of other outstanding bonds, provides the district with greater flexibility as it relates to the timing of the bond sale. If not delegated, the final pricing and sale of the bonds would be subject to Board approval at a regular or special board meeting. Thus, through delegation, pricing is based on current market conditions without having to coordinate the timing around a Board meeting. The missing elements within the documents are completed upon the closing of the sale.

Attachments: Order Authorizing the Issuance of Dripping Springs Independent School District Unlimited Tax School Building Bonds 2025

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

ORDER

AUTHORIZING THE ISSUANCE OF

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

UNLIMITED TAX SCHOOL BUILDING BONDS

Adopted: June 23, 2025

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AN ORDER AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE PURCHASE CONTRACTS AND PAYING AGENT/REGISTRAR AGREEMENTS RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF ONE OR MORE OFFICIAL STATEMENTS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, Dripping Springs Independent School District (the "District") desires to issue its school building bonds voted pursuant to the Constitution and Chapter 45 of the Texas Education Code, as amended ("Chapter 45") at elections held within the District on May 6, 2023 (the "2023 Election"), and on May 3, 2025 (the "2025 Election" and together with the 2023 Election, the "Elections"); and

WHEREAS, at said Elections, the voters authorized the amount of school building bonds set forth below in the following schedule, such schedule also showing amounts previously issued pursuant to such voted authorization and the balance that remains unissued after the issuance of the bonds herein authorized, to-wit:

Purpose	**Amount Voted**	**Amount Previously Issued**	**Unissued Balance(1)**
2023 Election			
Proposition A	$223,700,000	$100,000,000	$123,700,000
2025 Election			
Proposition A	$399,700,000	$-0-	$399,700,000
Proposition B	$ 2,600,000	$-0-	$ 2,600,000

(1) The principal amount of bonds to be issued from each proposition and the unissued balance for each proposition shall be set forth in the Pricing Certificate and shall give effect to any premium received in connection with the sale of the bonds that is required to be allocated against the voted authorization for such proposition.

WHEREAS, the Board of Trustees of the District (the "Board") does hereby find and determine that school building bonds should be issued as a portion and installment of school building bonds voted as Proposition A at the 2023 Election (the "2023 Proposition") for the purposes identified in the 2023 Proposition and in an amount not to exceed the amount voted and remaining authorized and unissued under the 2023 Proposition, inclusive of any premium charged against voted authority, as identified in the Pricing Certificate(s) (as defined herein) authorizing the issuance of such bonds, all subject to and in accordance with the provisions of this Order; and

WHEREAS, the Board does hereby further find and determine that bonds should be issued as the first installment of the bonds voted as Proposition A and Proposition B at the 2025 Election

(collectively, the "2025 Propositions," and collectively with the 2023 Proposition, the "Propositions") as determined in the Pricing Certificate(s), for the purposes identified in the 2025 Propositions and in amounts attributable to each of the 2025 Propositions not to exceed the respective amount voted, authorized and unissued under such the 2025 Proposition, inclusive of any premium charged against voted authority as identified in the Pricing Certificate(s) authorizing the issuance of such bonds, all subject to and in accordance with the provisions of this Order; and

WHEREAS, the actual amount to be allocated against voted authorization for each of the Propositions pursuant to this Order and the balance that remains after the issuance of the bonds authorized in this Order will be indicated in the Pricing Certificate(s); and

WHEREAS, the bonds authorized under the Propositions are authorized to be issued pursuant to Chapter 45; and

WHEREAS, capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in Article I; and

WHEREAS, the District is an "issuer" as such term is defined in Section 1371.001(4)(P), Texas Government Code, as amended, having (i) a principal amount of at least $100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, pursuant to Chapter 1371, Texas Government Code, as amended ("Chapter 1371"), the District desires to delegate the authority to effect the sale of the Bonds from time to time to the Authorized Officer; and

WHEREAS, the Board hereby finds and determines that the issuance and delivery of the bonds hereinafter authorized are in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the meeting at which this Order is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Accreted Value" means, with respect to the Capital Appreciation Bonds, the original principal amount of such Bond plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to February 15 or August 15, as the case may be, next preceding the date of such calculation (or, the date of calculation, if such calculation is made on February 15 or August 15). The Capital Appreciation Bonds shall bear interest at a compounding rate which produces the approximate Yield to Stated Maturity set forth in the Pricing Certificate. For any day other than a February 15 or August 15, the Accreted Value of a Capital Appreciation Bond shall be determined by a straight-line interpolation between the values for the applicable semiannual compounding dates, based on 30-day months. The Accreted Values of the Capital Appreciation Bonds (per $5,000 of the Maturity Amount), as of each February 15 and August 15 shall be set forth in the Pricing Certificate.

"Authorized Officer" means each of the Superintendent of the District, the Deputy Superintendent for Finance and Operations of the District or the Chief Financial Officer of the District and any person serving in an acting or interim capacity for each such position.

"Board" shall have the meaning given to such term in the preamble to this Order.

"Bond" means any of the Bonds.

"Bond Date" means, for each series of bonds, the date designated as the date of the Bonds in the Pricing Certificate as authorized by Section 3.02(a).

"Bonds" means the District's bonds authorized to be issued from time to time in one or more series by Section 3.01.

"Bond Order" or "Order" means this order authorizing the issuance of the Bonds.

"Business Day" means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

"Capital Appreciation Bonds" means, collectively, the Bonds of any series designated as Premium Capital Appreciation Bonds in the Pricing Certificate, if any, and with respect to which interest is compounded semiannually and is payable only at Maturity.

"Chapter 1371" shall have the meaning given to such term in the preamble to this Order.

"Closing Date" means the date of the initial delivery of and payment for each series of Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

"Current Interest Bonds" means, collectively, the Bonds of any series designated as Current Interest Bonds in the Pricing Certificate, if any, and with respect to which interest is payable on each Interest Payment Date.

"Debt Service" means, with respect to each series of Bonds, all amounts due and payable with respect to the Bonds representing the principal of, premium, if any, and interest due on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, in each case payable at the times and in the manner provided herein and in the Pricing Certificate.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar designated in the Pricing Certificate, its corporate trust office designated in the Pricing Certificate or such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as defined in Section 10.01.

"Financial Obligation" shall have the meaning given to such term in Section 12.01 of this Order.

"Initial Bonds" means the Initial Current Interest Bond and the Initial Capital Appreciation Bond for each series of Bonds authorized by Section 3.04(d).

"Initial Capital Appreciation Bond" means the Initial Capital Appreciation Bond for each series of Bonds authorized by Section 3.04(d).

"Initial Current Interest Bond" means the Initial Current Interest Bond for each series of Bonds authorized by Section 3.04(d).

"Interest and Sinking Fund" means the interest and sinking fund established by Section 8.01(a).

"Interest Payment Date" means, with respect to Current Interest Bonds, the date or dates on which interest on the principal of such Bonds is scheduled to be paid, such dates being February 15 and August 15, and such other dates as may be designated in the Pricing Certificate.

"Maturity" means the date on which the principal of the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds for each series of Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

"Maturity Amount" means, with respect to Capital Appreciation Bonds, the original principal amount thereof plus the initial premium, if any, paid therefor, plus interest accreted and compounded thereon, as set forth herein and in the Pricing Certificate, and payable at Maturity.

"MSRB" shall have the meaning given to such term in Section 12.01 of this Order.

"Notice of Sale" means one or more notices approved by the Authorized Officer and utilized in each sale of the Bonds if such Bonds are sold in a competitive sale.

"Order" means this Order.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means the Paying Agent/Registrar designated in the Pricing Certificate, or any successor thereto as provided in this Order.

"Paying Agent Registrar Agreement" means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District relating to the Bonds.

"Pricing Certificate" means a certificate or certificates to be signed by the Authorized Officer setting forth the final terms for each series of Bonds, as directed by and pursuant to this Order.

"Purchase Contract" means, for each series of Bonds that are sold in a negotiated sale, one or more purchase contracts between the District and the Underwriters providing for the sale of the Bonds to the Underwriters.

"Purchaser" means, for each series of Bonds that are sold in a competitive sale, the initial purchaser of the Bonds designated in the Pricing Certificate.

"Record Date" means, with respect to any Current Interest Bonds, the last Business Day of the month next preceding an Interest Payment Date and any other date specified as a Record Date in the Pricing Certificate.

"Register" means the Bond register required by Section 3.06(a).

"Regulations" means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Representation Letter" means the Blanket Letter of Representations between the District and DTC.

"Representative" means the representative, if any, of the Underwriters designated in the Purchase Contract.

"Rule" shall have the meaning given to such term in Section 12.01 of this Order.

"SEC" shall have the meaning given to such term in Section 12.01 of this Order.

"Special Payment Date" means the date that is fifteen (15) days after the Special Record Date, as described in Section 3.03(e).

"Special Record Date" means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in Section 3.03(e).

"State" means the State of Texas.

"Stated Maturity" means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

"Term Bond" or "Term Bonds" means the Bonds of any series designated as "Term Bonds" in the Pricing Certificate.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

"Underwriters" means, for any series of Bonds that are sold in a negotiated sale, the entity or entities named as underwriters of such Bonds in the Purchase Contract.

Section 1.02 Other Definitions. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble of this Order.

Section 1.03 Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04 Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05 Interpretation. (a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01 Tax Levy. (a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any series of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service on each series of Bonds when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the District most recently approved in accordance with law and the money thus collected for each series of Bonds shall be deposited as collected to the Interest and Sinking Fund for such series of Bonds.

(c) Said ad valorem tax for each series of Bonds, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund for each series of Bonds are hereby pledged and committed irrevocably to the payment of Debt Service in accordance with the terms of the Bonds and this Order.

(d) To the extent the District has available funds which may be lawfully used to pay Debt Service and such funds are on deposit in the Interest and Sinking Fund for each series of Bonds in advance of the time when the Board is scheduled to set a tax rate for any year, then such tax rate which otherwise would be required to be established pursuant to subsection (a) of this Section with respect to such Bonds may be reduced to the extent and by the amount of such funds then on deposit in the Interest and Sinking Fund for such series of Bonds.

(e) To the extent that the District receives financial assistance from the Texas Education Agency in accordance with one or more programs established pursuant to Chapter 46, Texas Education Code, as amended (collectively, the "Program"), in each fiscal year in which the District receives funding under the Program or any successor State funding program which provides a debt service subsidy for the Bonds and, in either case, which requires the District to deposit such debt service subsidy into the Interest and Sinking Fund for the Bonds (such funds being collectively referred to herein as "Debt Subsidy Funds"), the District shall deposit immediately upon receipt the Debt Subsidy Funds to the credit of the Interest and Sinking Fund for the Bonds created pursuant to this Order.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization. One or more series or subseries of the District's Bonds as may be designated and having such title or titles as may be specified in the respective Pricing Certificates for each such series or subseries, are hereby authorized to be issued and delivered from time to time in one or more series in accordance with the Constitution and laws of the State of

Texas, including particularly Chapter 1371 and Sections 45.001 and 45.003(b), Texas Education Code, as amended, with such complete designation of each series of such Bonds, including series designation, set forth in the Pricing Certificate. The Bonds shall be issued in the principal amount set forth in the respective Pricing Certificate for such series or subseries of Bonds and may be issued from time to time in a total aggregate principal amount not to exceed $526,000,000 for the purposes identified in the 2023 Proposition and the 2025 Propositions, as applicable, and/or for the payment of the costs of issuing the Bonds. The principal amount of the series or subseries of Bonds to be issued from time to time pursuant to this Order shall be set forth in the respective Pricing Certificate(s) for such series or subseries of Bonds, which shall also reflect the amount to be allocated against voted authorization for each of the Propositions and the remaining balance of such voted authorization and the amount of the authorization, if any, remaining under this Order. Each series of Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds or a combination of Current Interest Bonds and Capital Appreciation Bonds, as determined by the Authorized Officer and all as identified and designated in the Pricing Certificate.

Section 3.02 Date, Denomination, Maturities, and Interest. (a) Each series of Bonds shall be dated the Bond Date set forth in the Pricing Certificate, and shall be in fully registered form, without coupons.

(b) The Current Interest Bonds for any series shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of $5,000 principal amount or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Current Interest Bond, which shall be numbered T-1.

(c) The Current Interest Bonds shall mature on February 15 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Current Interest Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Bond Date or the Closing Date, as set forth in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate or rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360–day year of twelve 30–day months.

(e) The Capital Appreciation Bonds for any series shall be in the aggregate original principal amount and aggregate Maturity Amount designated in the Pricing Certificate, shall be in the Maturity Amounts of $5,000 or any integral multiple thereof, and shall be numbered separately from CAB–1 upward, except the Initial Capital Appreciation Bond, which shall be numbered TCAB–1.

(f) The Capital Appreciation Bonds shall be issued in the original principal amounts and shall bear interest at the per annum rates, calculated on the basis of a 360–day year composed of twelve 30–day months (subject to rounding to the Accreted Values thereof), and shall mature on February 15 in the years and in the Maturity Amounts set forth in the Pricing Certificate.

(g) Interest shall accrete on each Capital Appreciation Bond from the Closing Date and shall be compounded semiannually on February 15 and August 15 each year, as designated in the Pricing Certificate, until Maturity. The accreted interest on each Capital Appreciation Bond shall be payable at Maturity as a portion of the Maturity Amount.

Section 3.03 Medium, Method and Place of Payment. (a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Current Interest Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Current Interest Bond and the Maturity Amount of each Capital Appreciation Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04 Execution and Registration of Bonds. (a) The Bonds shall be executed on behalf of the District by the President and the Secretary of the Board, by their manual or facsimile

signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, initial bonds (the "Initial Bonds"), being (i) a single Initial Current Interest Bond for each series of Bonds representing the entire principal amount of the Current Interest Bonds for each series of Bonds designated in the Pricing Certificate and (ii) a single Initial Capital Appreciation Bond for each series of Bonds representing the aggregate Maturity Amount of the Capital Appreciation Bonds for each series of Bonds designated in the Pricing Certificate, each such Initial Bond to be payable in stated installments to the Purchaser (if the Bonds are sold in a competitive sale) or the Representative (if the Bonds are sold in a negotiated sale), as applicable, or their respective designee, each such Initial Bond to be executed by manual or facsimile signature of the President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, with the Closing Date, with respect to the Initial Capital Appreciation Bond, inserted thereon, will be delivered to the Purchaser or Representative, as applicable, or their respective designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.10. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05 Ownership. (a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal or Maturity Amount thereof, as applicable, and for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein

that interest for the Current Interest Bonds is to be paid to the person in whose name the Current Interest Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange. (a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a bond register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same series, maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds) equal to the unpaid principal amount or Maturity Amount, as applicable, of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Section 3.07 Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08 Temporary Bonds. (a) Following the delivery and registration of the Initial Bonds and pending the preparation of definitive Bonds, the proper officers of the District may execute and, upon the District's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the District executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The District, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds), as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like series, tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds), bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like series, tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to the Capital Appreciation Bonds), bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the District harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book–Entry Only System. (a) To the extent so designated in the Pricing Certificate, the definitive Bonds of each series shall be initially issued in the form of a separate single fully registered Current Interest Bond and Capital Appreciation Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. The Paying Agent/Registrar shall pay all Debt Service only to or

upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Section 3.11 Successor Securities Depository; Transfer Outside Book–Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/ Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.12 Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption. Each series of Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02 Optional Redemption. (a) The Current Interest Bonds of each series of Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(b) The Capital Appreciation Bonds of each series of Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(c) The District, at least 45 days before any redemption date for the Bonds, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds to be redeemed.

Section 4.03 Mandatory Sinking Fund Redemption. (a) The Current Interest Bonds of each series designated as "Term Bonds" in the Pricing Certificate ("Term Bonds"), if any, shall be subject to scheduled mandatory redemption and will be redeemed by the District, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund for such Bonds, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04 Partial Redemption. (a) If less than all of the Current Interest Bonds or less than all of the Capital Appreciation Bonds of a series are to be redeemed pursuant to Section 4.02(a), the District shall determine the maturities and the principal amount thereof, with respect to Current Interest Bonds, and the maturities and the Maturity Amount, with respect to the Capital Appreciation Bonds, to be redeemed and shall direct the Paying Agent/Registrar to call by lot such Bonds for redemption.

(b) A portion of a single Current Interest Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. A portion of a single Capital Appreciation Bond of a denomination greater than $5,000 Maturity Amount may be redeemed but only in a Maturity Amount equal to $5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each $5,000 portion of such Current Interest Bond or $5,000 Maturity Amount of Capital Appreciation Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds of the same series in an aggregate principal amount or Maturity Amount, as applicable, equal to the unredeemed principal amount or Maturity Amount, as applicable, of the Bond so surrendered, such exchange being without charge.

Section 4.05 Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all of the outstanding Bonds of a series are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the District to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond from the money set aside for such purpose.

Section 4.07 Effect of Redemption. (a) Notice of redemption having been given as provided in Section 4.05 of this Order and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the District under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the District defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the District shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08 Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar. (a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for each series of Bonds, and the initial Paying Agent/Registrar for each series of Bonds shall be designated in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the District and the Paying Agent/Registrar. The form, terms and provisions of such Paying Agent/Registrar Agreement, in the substantially final form presented herewith, is hereby approved, with such changes as shall be required, necessary or desirable in connection with the execution of the Pricing Certificate, the approval of such changes to be evidenced by the execution thereof by the Authorized Officer.

Section 5.02 Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04 Termination. The District reserves the right, with respect to each series of Bonds, to terminate the appointment of any Paying Agent/Registrar by delivering to the entity

whose appointment is to be terminated (i) forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for such Bonds.

Section 5.05 Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar for each series of Bonds, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and the Pricing Certificate and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07 Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form of the Current Interest Bonds – General. (a) (i) The Current Interest Bonds for each series of Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Current Interest Bonds (i) shall be substantially in the preliminary form set forth herein, and shall be substantially in the final form attached as an exhibit to the Pricing Certificate, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order or the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(ii) Any portion of the text of any of the Current Interest Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Current Interest Bonds.

(iii) The Current Interest Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Current Interest Bonds, as evidenced by their execution thereof.

(b) (i) Form of Current Interest Bond.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas
Counties of Hays and Travis

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
[UNLIMITED TAX SCHOOL BUILDING BOND]
SERIES 20__

CURRENT INTEREST BOND

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NO.:
_____%	February 15, ____	_____, 20__	_____ ___

Dripping Springs Independent School District (the "District"), in the Counties of Hays and Travis, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360 day year of twelve 30 day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing _____.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of _____, _____, _____, the initial Paying Agent/Registrar, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and

expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be fifteen days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of_____, 202_, issued in the aggregate original principal amount of $_____, [in part as (i) $_____ original principal amount of Capital Appreciation Bonds, and (ii) $_____ principal amount of Current Interest Bonds,] pursuant to a certain order (the "Bond Order") adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the "Pricing Certificate," and, together with the Bond Order, the "Order"), for the purposes of (i) for the design, construction, acquisition, capital improvement and renovation, and equipment of school buildings in the District, including a new elementary school campus, expansion of a current middle school campus, design of new elementary school, new middle school and new high school campuses, renovations and improvements at school campuses, safety and security improvements, and various system infrastructure repairs, replacements, and improvements, (ii) for the construction, acquisition and equipment of school buildings in the District, including a new high school, (iii) for the purchase of necessary sites for school buildings, (iv) for the purchase of new school buses, and for the retrofitting of school buses with emergency, safety, or security equipment, (v) for the acquisition or update of District technology equipment, including teacher, staff and student devices and (vi) paying the costs of issuing the Bonds. This Bond is a Current Interest Bond.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

The District has reserved the option to redeem the Bonds maturing on and after February 15, _____, in whole or in part before their respective scheduled maturity dates, on February 15, _____, or on any date thereafter, at a redemption price equal to the principal

amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Term Bonds maturing on February 15, ____, are subject to Mandatory Sinking Fund Redemption in accordance with the provisions set forth in the Order. The Term Bonds shall be redeemed, in part as described below, on the dates and in the amounts set forth in the Pricing Certificate. The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to a mandatory sinking fund redemption shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to an optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than thirty (30) days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the District to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office

of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

_____	_____
Secretary, Board of Trustees Dripping Springs Independent School District	President, Board of Trustees Dripping Springs Independent School District

[SEAL]

(ii) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Current Interest Bond of this series of Bonds was approved by the Attorney General of the State of Texas and that this is one of the Bonds referred to in the within-mentioned Order.

_____
_____,
as Paying Agent/Registrar

Date: _____ By: _____
Authorized Signatory

(iii) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(iv) Initial Bond Insertions

(A) The Initial Current Interest Bond shall be in the form set forth in paragraphs B(i), (iii), (v) and (vi) of this Section, except that, in the event there is more than one maturity of Bonds:

(1) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. _____" deleted;

(2) in the first paragraph the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on February 15 in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates

(Information to be inserted from the Pricing Certificate)"; and

(3) the Initial Current Interest Bond shall be numbered T-1.

(v) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Current Interest Bond.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO.
THE STATE OF TEXAS	§	

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

_____
Comptroller of Public Accounts
of the State of Texas

(vi) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Current Interest Bond:

PERMANENT SCHOOL FUND GUARANTEE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Dripping Springs Independent School District of its Unlimited Tax School Building Bonds, Series 202_, dated _____, 202_, in the original principal amount of $_____, is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.



Mike Morath
Commissioner of Education

Section 6.02 Form of the Capital Appreciation Bonds – General. (a) (i) The Capital Appreciation Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Capital Appreciation Bonds (i) shall be substantially in the preliminary form set forth herein and shall be substantially in the final form exhibited to the Pricing Certificate, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required hereby and by the Order or the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(ii) Any portion of the text of any of the Capital Appreciation Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Capital Appreciation Bonds.

(iii) The Capital Appreciation Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or

produced in any other similar manner, all as determined by the officers executing such Capital Appreciation Bonds, as evidenced by their execution thereof.

(b) (i) Form of Capital Appreciation Bonds.

REGISTERED REGISTERED
MATURITY AMOUNT

No. CAB -_____ $_____

United States of America
State of Texas
Counties of Hays and Travis

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND
SERIES 20__

CAPITAL APPRECIATION BOND

YIELD TO MATURITY	ORIGINAL PRINCIPAL AMOUNT	MATURITY DATE	CLOSING DATE	CUSIP NUMBER
_____%	$_____	_____	_____	

Dripping Springs Independent School District (the "District"), in the Counties of Hays and Travis, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of

_____ DOLLARS

The Maturity Amount represents the total of the Original Principal Amount hereof, plus the initial premium paid hereon, together with interest thereon to the Maturity Date. Interest accretes from the Closing Date specified above, and will compound semiannually on February 15 and August 15 in each year, commencing _____. A table of the "Accreted Values" per $5,000 Maturity Amount is printed on or attached to this Bond. The term "Accreted Value," as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid therefor with interest thereon accreted and compounded semiannually to the February 15 or August 15 next preceding the date of such calculation (or, the date of calculation, if such calculation is made on February 15 or August 15) at a compounding rate which produces the approximate yield to maturity set forth above. For any date other than a February 15 or August 15, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates, based on 30 day months.

The Maturity Amount of this Bond shall be payable on the Maturity Date shown above, without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of _____, _____, _____, the initial Paying Agent/Registrar, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

If the date for the payment of the Maturity Amount on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the Maturity Date.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of_____, 202_, issued in the aggregate original principal amount of $_____, [in part as (i) $_____ original principal amount of Capital Appreciation Bonds, and (ii) $_____ principal amount of Current Interest Bonds,] pursuant to a certain order (the "Bond Order") adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the "Pricing Certificate," and, together with the Bond Order, the "Order"), for the purposes of (i) for the design, construction, acquisition, capital improvement and renovation, and equipment of school buildings in the District, including a new elementary school campus, expansion of a current middle school campus, design of new elementary school, new middle school and new high school campuses, renovations and improvements at school campuses, safety and security improvements, and various system infrastructure repairs, replacements, and improvements, (ii) for the construction, acquisition and equipment of school buildings in the District, including a new high school, (iii) for the purchase of necessary sites for school buildings, (iv) for the purchase of new school buses, and for the retrofitting of school buses with emergency, safety, or security equipment, (v) for the acquisition or update of District technology equipment, including teacher, staff and student devices and (vi) paying the costs of issuing the Bonds. This Bond is a Current Interest Bond. This Bond is a Capital Appreciation Bond payable as to principal and interest as herein provided.

The Capital Appreciation Bonds are not subject to redemption prior to stated maturity.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Capital Appreciation Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate Maturity Amount will be issued to the designated transferee or transferees.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as

herein provided, and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and for the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal and maturity amounts of, and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal.

_____	_____
Secretary, Board of Trustees	President, Board of Trustees
Dripping Springs Independent School District	Dripping Springs Independent School District

[SEAL]

(ii) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Capital Appreciation Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Capital Appreciation Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas and that this is one of the Bonds referred to in the within mentioned Order.

_____
_____,
as Paying Agent/Registrar

Dated: _____ By: _____
Authorized Signatory

(iii) Form of Assignment: The following form of Assignment shall appear on each Bond.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____

_____

(print or typewrite name, address and Zip Code of transferee): (Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

_____
Authorized Signatory

_____
NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(iv) Table of Accreted Values.

The Accreted Values of the Capital Appreciation Bonds set forth in the Pricing Certificate shall be printed on the reverse side of, or attached to, each of the Capital Appreciation Bonds, including the Initial Capital Appreciation Bond.

(v) Initial Capital Appreciation Bond.

The Initial Capital Appreciation Bond shall be in the form set forth in paragraphs (i), (iii), (iv), (vi) and (vii) of this Section. The Initial Capital Appreciation Bond shall be numbered TCAB-1 and the CUSIP No. shall not be required.

(vi) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Capital Appreciation Bonds if such Certificate on the Initial Capital Appreciation Bond is fully executed.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(vii) Statement of Permanent School Fund Guarantee.

The following statement shall appear on or be attached to each Bond:

PERMANENT SCHOOL FUND GUARANTEE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Dripping Springs Independent School District of its Unlimited Tax School Building Bonds, Series 202_, dated _____, 202_, in the original principal amount of $_____, is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

Mike Morath
Commissioner of Education

Section 6.03 CUSIP Registration. The District may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor bond counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion. The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement. (a) The Bonds shall be issued from time to time in one or more series and shall be sold to the Underwriters or the Purchaser at negotiated or competitive sale in accordance with the terms of this Order and the Pricing Certificate and to the extent applicable, one or more Purchase Contracts or bid forms, at a price and having the terms and provisions most advantageous then reasonably available to the District based on then current market conditions, as all such matters shall be finally determined by an Authorized Officer. As authorized by Chapter 1371, each Authorized Officer is authorized to act on behalf of the District upon determining that the conditions set forth below can be satisfied in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including with respect to each series of Bonds determining whether the Bonds shall be sold pursuant to a negotiated or competitive sale, determining the Purchaser or Underwriters of the Bonds, the aggregate principal amount of Bonds to be issued, the price at which each of the Bonds will be sold, the number and designation of each series of Bonds to be issued, the form in which the Bonds shall be issued, the years in which the Bonds will mature, the principal amount (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) to mature in each of such years, the aggregate principal amount (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) of the Bonds to be issued by the District, the rate of interest to be borne by each maturity of the Bonds, the yield to Stated Maturity for the Capital Appreciation Bonds, the first interest payment date for the Current Interest Bonds, the first compounding date for the Capital Appreciation Bonds, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, the acquisition of the Permanent School Fund Guarantee for the Bonds, the amount of voted authorization to be utilized under each of the Propositions in connection with the issuance of the respective series or subseries of Bonds and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

(i) the Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(ii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section;

(iii) the Pricing Certificate for each series or subseries of Bonds issued for the purposes described in Section 3.01, from time to time, shall indicate the amount of authorized but unissued bonds that remain available to the District from the Election following the issuance of the Bonds approved in the Pricing Certificate; and

(iv) the Bonds authorized to be issued pursuant to Section 3.01 shall mature not later than February 15, 2056.

all based on bond market conditions and available interest rates for the bonds on the date of the sale of each series of Bonds, all as set forth in the Pricing Certificate.

If any series of the Bonds are sold in a negotiated sale, the Authorized Officer is hereby authorized and directed to select the Underwriters of the Bonds and to execute and deliver on behalf of the District one or more Purchase Contracts, providing for the sale of the Bonds to the Underwriters, in such form and with such terms and provisions as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contracts in accordance with the terms of the Pricing Certificate and this Order, such approval and determinations being evidenced by its execution thereof by the Authorized Officer. If any series of the Bonds are sold in a competitive sale, the Authorized Officer is authorized to, in conformity with this Order, approve the terms, conditions and specifications for the sale of such Bonds in the Notice of Sale. The Authorized Officer is further authorized to award the sale of such Bonds to the purchaser submitting a bid form conforming to the specifications set forth in the Notice of Sale which produces the lowest true interest cost to the District. All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of the Underwriter or Representative (if the Bonds are sold in a negotiated sale) or to the Purchaser (if the Bonds are sold in a competitive sale), as applicable, or such other entity as may be specified in the Pricing Certificate.

The President of the Board, the Authorized Officer and all other officers of the District are further authorized to execute such documents, certificates and instruments and to take such actions as they may deem appropriate in making application to the Texas Education Agency for the guarantee of the Permanent School Fund for the Bonds. To the extent the guarantee of the Permanent School Fund is available for the Bonds, any required terms and provisions relating thereto may be set forth in the Pricing Certificate and shall be deemed to be incorporated herein for all purposes.

The authority granted to the Authorized Officer under this Section 7.01(a) shall expire on the date that is three hundred and sixty-five (365) days from the date of adoption of this order, unless otherwise extended by the Board of Trustees by separate action.

(b) The Authorized Officer is hereby authorized and directed to cause to be prepared on behalf of the District one or more Preliminary Official Statements and the Notices of Sale (to be used if such Bonds are sold in a competitive sale) for use in the initial offering and sale of the Bonds. The District hereby authorizes the Authorized Officer to approve the final form and content and distribution of the Preliminary Official Statement and the Notice of Sale prepared for use in

the initial offering and sale of the Bonds and to certify or otherwise represent that the Preliminary Official Statement is a "deemed final" official statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Authorized Officer (each an "Official Statement"). The use and distribution of the Preliminary Official Statements and Notices of Sale, as applicable, in the public offering of the Bonds by the Underwriters or the Purchasers, as applicable, are hereby authorized. The District hereby authorizes the preparation of one or more final Official Statements (each an "Official Statement") reflecting the terms of the Purchase Contract (if the Bonds are sold in a negotiated sale) or the winning bid form (if the Bonds are sold in a competitive sale) and other relevant information. The use of such final Official Statement by the Underwriters or Purchaser, as applicable (in the form and with such appropriate variations as shall be approved by the Authorized Officer) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement. The Secretary of the Board is hereby authorized and directed to include and maintain a copy of the Preliminary Official Statement and the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(c) For each series of Bonds to be issued, the President of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency. The Pricing Certificate may also contain such additional, supplemental or modified provisions relating to the continuing disclosure undertaking set forth in Article XII hereof as may be necessary or desirable in connection with the sale of the Bonds. Further, in connection with the submission of the record of proceedings for each series of Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the District is hereby authorized and directed is issue a check of the District payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed $9,500 for each series of Bonds).

Section 7.02 Control and Delivery of Bonds. (a) The Authorized Officer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative or the Purchaser, as applicable, under and subject to the general supervision and direction of the Authorized Officer, or, in his absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

Section 7.03 Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited and applied as set forth in the Pricing Certificate.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01 Creation of Interest and Sinking Fund. The District hereby establishes the "Interest and Sinking Fund" for each series of the Bonds, the final designation for each of which shall include the full designation of the Bonds as set forth in the Pricing Certificate. Such Interest and Sinking Fund shall be maintained at the depository bank of the District.

Section 8.02 Interest and Sinking Fund. (a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of Debt Service.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Current Interest Bonds plus the aggregate amount of interest due and that will become due and payable on such Current Interest Bonds, plus the Maturity Amount due and that will become due and payable on the Capital Appreciation Bonds, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay Debt Service as such becomes due and payable.

Section 8.03 Security of Funds. All moneys on deposit in the Interest and Sinking Fund shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

Section 8.04 Investments. (a) Money in the Interest and Sinking Fund, at the option of the District, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money in an Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.05 Investment Income. Income derived from investment of any fund created by this Order shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such Debt Service when due.

Section 9.02 Other Representations and Covenants. (a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 9.03 Federal Income Tax Matters.

(a) General. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be "private activity bonds" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are "registration-required bonds" under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Obligation. Notwithstanding any other provision of this Order, the District's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the District is not in effect for a particular project, this Order serves as the District's official declaration of intent to use proceeds of the new money portion of Bonds issued in the maximum amount authorized for new money bonds in Section 3.01 of this Order to reimburse itself for certain expenditures paid in connection with the new money projects set forth is such Section 3.01. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date on which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01 Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default with respect to a particular series of Bonds:

(i) the failure to make payment of Debt Service when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the District, which default materially and adversely affects the rights of the Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the District.

Section 10.02 Remedies for Default. (a) Upon the happening of any Event of Default with respect to a particular series of Bonds, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the District for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of such series of Bonds then outstanding.

Section 10.03 Remedies Not Exclusive. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by any Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Order, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the District or the Board.

ARTICLE XI

DISCHARGE

Section 11.01 Discharge. Subject to any additional provision relating thereto in the Pricing Certificate, the District reserves the right to defease, refund or discharge the Bonds in any manner permitted by law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Definitions of Continuing Disclosure Terms. As used in this Article, the following terms have the meanings assigned to such terms below:

"Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

Section 12.02 Annual Reports. (a) The District shall provide annually to the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the District of the general type included in the final Official Statement, being the information described in the Pricing Certificate. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to the MSRB. Thereafter, when and if audited financial statements become available, the District shall provide such audited financial statements as required to the MSRB.

(b) If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.03 Event Notices. (a) The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of Owners, if material;

(viii) bond calls, if material and tender offers;

(ix) defeasance;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;

(xiii) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(xv) incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the District, and (B) the District intends the words used in the immediately preceding clauses (xv) and (xvi) in this Section and in the definition of Financial Obligation in Section 12.01 to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with Section 13.02 of this Order by the time required by such Section.

Section 12.04 Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for

so long as, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the District so amends the provisions of this Article, it shall

include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(f) Filings with MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Article XIII shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.05 Amendments to the Rule. In the event the Authorized Officer, in consultation with Bond Counsel and the District's financial advisor, determines that it is necessary or desirable to amend the provisions of Article XII in order to facilitate compliance with amendments to the Rule and related guidance from the SEC, the Authorized Officer may make such changes in the Pricing Certificate for the Bonds.

ARTICLE XIII

PERMANENT SCHOOL FUND GUARANTEE

Section 13.01 Permanent School Fund Guarantee. If the District receives approval from the Texas Commissioner of Education (the "Commissioner") for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations, the provisions of this Section 13.01 shall apply to the Bonds. If the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that:

(a) a certified copy of this Order and the Pricing Certificate, and copies of the Official Statement shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days following the execution of the Pricing Certificate;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

ARTICLE XIV

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 14.01 Amendments to Order and Pricing Certificate. (a) The District reserves the right to amend this Order or the Pricing Certificate, or both, without the consent of or notice to any

registered owners of the Bonds in any manner not detrimental to the interest of the Owners for the purpose of curing any ambiguity, inconsistency, manifest error, formal defect or omission in the Order or the Pricing Certificate, or both.

(b) The District reserves the right, but only with the written consent of the Owners of a majority in aggregate principal amount and Maturity Amount of the Bonds then outstanding, to amend, add to, or rescind any of the provisions of the Order or the Pricing Certificate, or both.

(c) Without the consent of the Owners of all of the Bonds then outstanding, no amendment, addition or rescission may (i) extend the time or times of payment of the principal of and interest on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, (ii) reduce the principal amount and Maturity Amount thereof, the redemption price, or the rate of interest or yield to maturity thereon, or in any other way modify the terms of payment of the principal of and interest on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds; (ii) give any preference to any Bonds over any other Bond, or (iii) reduce the aggregate principal amount and Maturity Amount of Bonds required to be held by Owners for consent to any such amendment, addition or rescission.

The Authorized Officer, in consultation with the District's bond counsel, is hereby authorized and directed to approve such nonsubstantive changes to this Order or to the Pricing Certificate as may be required by the Attorney General of Texas in his approval of the Bonds herein authorized.

PASSED, APPROVED AND EFFECTIVE this June 23, 2025.

_____
President, Board of Trustees
Dripping Springs Independent School District

ATTEST:

_____
Secretary, Board of Trustees
Dripping Springs Independent School District

[SEAL]

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Learning and Innovation Report

☒ Reports ☐ Discussion ☐ Consent ☐ Action

Presenter: Assistant Superintendent for L&I, Karen Kidd

Motion Language: N/A

Policy: N/A

Background: Monthly L&I report highlighting events and activities within each department, making up the L&I team.

Attachments: Learning & Innovation Report for June 2025

Goals:

- ☒ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☒ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☐ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs Independent School District

Learning & Innovation Department

JUNE 2025 UPDATE

L&I ACTIVITIES UPDATE

Curriculum

The NWEA MAP achievement percentile shows how students performed compared to peers in the same grade level on the same test. The growth percentile reflects how much progress students made relative to others with similar prior scores. A 50th percentile indicates average growth. Overall, our students demonstrated above-average growth in both math and reading compared to their peers across the state and nation, as measured by the MAP assessment.

NWEA MAP Spring '24 to Spring '25 Achievement & Growth

Math	Number of Students Tested	Achievement Percentile	Growth Percentile
All Grades	4492	68th	55th
1st	539	74th	63rd
2nd	575	67th	44th
3rd	645	69th	64th
4th	571	73rd	59th
5th	611	69th	48th
6th	616	69th	60th
7th	627	66th	47th
8th	495	55th	51st

NWEA MAP Spring '24 to Spring '25 Achievement & Growth

Reading	Number of Students Tested	Achievement Percentile	Growth Percentile
All Grades	3097	69th	54th
3rd	144	68th	70th
4th	568	75th	66th
5th	567	71st	56th
6th	562	68th	50th
7th	583	70th	57th
8th	566	40th	44th

JUNE 2025 UPDATE

Counseling and Health Services

Effective Advising Framework Priorities

The DSISD Effective Advising Steering Committee completed the final report for the 2024-2025 Year 2 Grant Implementation Cycle. As a requirement of the grant, the steering committee must select four priorities for the year based on the identified needs of the district. The 2024-2025 priorities included:

1. *By the end of the 2024-2025 school year, we will increase the percentage of students in grades 9-12 who complete an annual evaluation of their four-year plan and update of their 4-year plan after increasing awareness of their CTE Pathway options from 52% to 75%. (We finished the year with a 99.8% completion rate.)*

2. *By the end of the 2024-2025 school year, we will establish a baseline for 50% of students in grade five who log into Paws in Jobland to explore potential career paths and their correlation with their future financial possibilities. (Our final completion rate was 73%.)*

3. *By the end of the 2024-2025 school year, we will increase the percentage of grade 7 students who complete a career educational plan from 0% to 75% after using different career interest inventories and research. (We finished with a 98% completion rate.)*

4. *By the end of the 2024-2025 school year, we will increase our percentage of seniors from 30% to 50% who complete Financial Aid applications (FAFSA/TASFA), with a targeted focus on assisting EB students in completing the form. (Our final completion rate was 54.76%.)*

As a part of the application process for the 2025-2026 EAF Implementation Year 3 Grant, the steering committee selected four new priorities to align with the Future Ready 2030 Strategic Plan in the areas of academics, tiered intervention support, and communications.

1. *By the end of the 2025-2026 school year, we will increase the percentage of 7th-grade students who develop a Personalized Graduation and Career Plan (PGCP) with guidance from advisors, teachers, and parents from 0% to 75%.*

2. *By the end of the 2025-2026 school year, we will increase the percentage of 11th-grade students who have earned their CCMR indicator from 35% to 50%.*

3. *By the end of the 2025-2026 school year, we will increase the percentage of parent engagement in the individual planning process for 8th-grade students*

from 26% to 40%.

4. By the end of the 2025-2026 school year, we will decrease the number of office discipline referrals by 25%. The baseline will be established in the first semester of the 2025-2026 school year.

Special Services
Early Childhood Specialist Education Grant

In May 2025, the DSISD Special Services Department was awarded the *Empowering Early Childhood Special Education (ECSE) Educators to Improve Student Outcomes Grant*. This grant provides funding to support training and certification opportunities for ECSE, Pre-K, and related service professionals throughout summer 2025.

As part of the grant implementation:

- **Professional Development**: In May, DSISD speech-language pathologists and ECSE teachers participated in a two-day training focused on language development and the Picture Exchange Communication System (PECS). This evidence-based program builds functional communication skills and supports the development of spoken language in young learners.

- **Summer Training**: Early Childhood and Pre-K teachers and paraprofessionals will participate in a two-day training focused on behavior management, purposeful play, and strategies to enhance inclusive learning opportunities for children with disabilities aged 3–5. Dr. Amanda Digangi, an expert in early intervention and special education law, will lead this training.

- **Social Learning and Emotional Regulation**: Staff will also be trained in the SOLER (Social Learning and Emotional Regulation) curriculum, a new model designed to support students with social and behavioral challenges through interactive, research-based lessons that promote self-awareness, empathy, and healthy relationships.

- **Dual Certification Support**: The grant provides funding to support Pre-K teachers in pursuing dual certification in general and special education, thereby further promoting inclusive practices and ensuring access to high-quality instruction for all students.

This grant directly supports DSISD's commitment to early intervention, inclusive education, and improved outcomes for our youngest learners with disabilities.

Learning & Innovation Department

JUNE 2025 UPDATE

Federal Programs, Assessments, & Instructional Materials

STAAR Results

The Spring 2025 STAAR results access information was shared with the parents of 3rd through 12th-grade students through a DISTRICT NEWS email in late May. Parents may access their student(s)' results by following the steps below:

> Log in to Family Access, click **DISTRICT LINKS** *(upper right-hand corner)*, and **STAAR ASSESSMENT** (*student name*).

Physical Fitness Assessment Initiative (FitnessGram®)

During the 2024–2025 school year, 5,021 students in grades 3 through 12 completed the FitnessGram®. Participants were enrolled in physical education (PE) or PE-equivalent courses, athletics, or off-campus private physical activity programs. Assessments covered aerobic capacity, body composition, abdominal strength, upper body strength and endurance, trunk extensor strength, and flexibility. Results were reported to the Texas Education Agency by gender (Male and Female) only; no student names or other personally identifiable information were included.

Credit-by-Exam for Acceleration

A total of 180 students in Kindergarten through 11th grade participated in 242 Credit by Exam (CBE) tests during the June acceleration testing window. Of these, 62 exams were taken remotely using UTHS-Austin's Remote Proctorio system, while 180 exams were administered in person at the Center for Learning and Innovation between June 2nd and June 19th.

Current DSISD secondary students had the opportunity to register for the July/early August testing window through June 13. All exams will be administered via UTHS-Austin's Remote Proctorio system, with score reports provided before the first day of school. New-to-DSISD elementary and secondary students may register for acceleration testing through the second week of the 2025–2026 school year. Testing and scoring will be completed as quickly as possible following receipt of referrals.

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Financial Reports for April 2025

☒ Reports ☐ Discussion ☐ Consent ☐ Action

Presenter: Deputy Superintendent for Finance and Operations, Elaine Cogburn

Motion Language: N/A

Policy: CFA (Legal/Local) Accounting – Financial Reports & Statements

Background: The monthly financial report consists of several reports which present information on the district's financial position through the reporting period. The reports show the status of revenue and expenditures to date, tax collections, purchasing activities, and investments to date for the month reported on. This month, the reports reflect activity through the month of April 2025, the tenth month of the 2024-2025 fiscal year. All reports reflect unaudited figures.

The financial reports as of April 30, 2025, include:

- Financial Statements for: General Fund, Child Nutrition Fund, Special Revenue Funds (excluding Child Nutrition), Debt Service Fund, & Enterprise Funds
- Monthly Tax Collections

Attachments: Financial Reports for April 2025

Goals:

☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.

☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.

☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.

☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.

☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs Independent School District
GENERAL FUND 193, 198 and 199 (Maintenance & Operations)
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE TEN MONTHS ENDING APRIL 30, 2025

	CURRENT YEAR 2024-2025				PRIOR YEAR 2023-2024			
	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget
REVENUES:								
Local and Intermediate Sources	$ 86,697,324	$ 86,713,099	$ 84,782,477	97.77%	$ 110,883,898	$ 85,568,566	$ 80,783,821	94.41%
State Program Revenues	9,924,024	9,924,024	8,913,798	89.82%	8,752,417	9,149,910	7,629,247	83.38%
Federal Program Revenues	814,795	814,795	186,006	22.83%	720,000	890,069	265,304	29.81%
Total Revenues	$ 97,436,143	$ 97,451,918	$ 93,882,280	96.34%	$ 120,356,315	$ 95,608,545	$ 88,678,372	92.75%
EXPENDITURE SUMMARY BY FUNCTION:								
11 - Instructional	$ 51,014,416	$ 50,970,960	$ 34,822,925	68.32%	$ 51,548,919	$ 51,817,477	$ 34,528,847	66.64%
12 - Instruction Resources & Media Services	889,416	893,609	673,637	75.38%	949,849	1,129,949	797,420	70.57%
13 - Curriculum and Instructional Staff Development	1,575,483	1,525,736	1,027,487	67.34%	1,523,477	1,298,050	1,141,435	87.93%
21 - Instructional Leadership	1,151,087	1,150,122	958,772	83.36%	1,215,388	1,243,518	957,885	77.03%
23 - School Leadership	4,308,955	4,301,048	3,126,196	72.68%	3,930,050	4,092,066	3,150,884	77.00%
31 - Guidance, Counseling and Evaluation	3,129,921	3,194,615	2,463,799	77.12%	2,902,177	3,229,417	2,385,002	73.85%
33 - Health Services	958,993	1,001,098	628,291	62.76%	921,008	911,793	624,542	68.50%
34 - Student Transportation	4,798,301	4,816,556	3,352,314	69.60%	3,821,270	3,821,270	2,988,784	78.21%
35 - Food Services	7,631	7,631	857	11.23%	-	-	443	0.00%
36 - Cocurricular/Extracurricular Activities	3,632,519	3,731,126	2,459,860	65.93%	3,379,203	3,386,594	2,325,991	68.68%
41 - General Administration	4,577,697	4,558,418	3,104,486	68.10%	4,380,305	4,466,755	3,403,890	76.20%
51 - Plant Maintenance and Facility Serivces	9,986,636	9,970,504	7,114,314	71.35%	9,743,885	9,763,805	6,840,363	70.06%
52 - Security and Monitoring Services	1,111,073	1,120,504	707,221	63.12%	928,172	1,156,382	668,358	57.80%
53 - Data Processing Services	2,244,830	2,240,246	1,513,099	67.54%	2,245,409	2,385,847	1,821,004	76.33%
61 - Community Services	96,245	178,471	150,101	84.10%	55,200	88,709	525	0.59%
71 - Debt Services	475,117	1,041,039	533,980	51.29%	292,448	403,096	312,751	77.59%
81 - Facilities Acquisition and Construction	11,767	11,767	9,258	78.68%	765,711	1,244,613	492,163	39.54%
91 - Student Attendance Credits (Recapture)	9,457,009	9,457,009	-	0.00%	33,447,743	11,584,739	-	0.00%
93 - Payments to Fiscal Agents	-	-	-	0.00%	-	-	-	0.00%
95 - Payments to JJAEP Programs	-	-	-	0.00%	-	-	-	0.00%
96 - Payments to Charter Schools	-	-	-	0.00%	-	-	-	0.00%
99 - Other Intergovernmental Charges	966,505	976,505	712,923	73.01%	778,915	874,632	647,155	73.99%
Total All Expenditures	$ 100,393,601	$ 101,146,964	$ 63,359,519	62.64%	$ 122,829,129	$ 102,898,713	$ 63,087,443	61.31%
EXPENDITURE SUMMARY BY OBJECT CODE:								
61XX - Payroll Costs	$ 76,307,634	$ 74,680,619	$ 51,666,710	69.18%	$ 74,494,470	$ 73,931,769	$ 52,444,496	70.94%
62XX - Professional and Contracted Services	17,468,853	19,057,850	6,481,522	34.01%	40,446,286	20,120,636	5,210,699	25.90%
63XX - Supplies and Materials	3,752,992	4,100,131	2,827,264	68.96%	4,961,011	5,051,178	2,930,965	58.03%
64XX - Other Operating Expenses	2,299,461	2,185,287	1,592,323	72.87%	1,946,568	1,930,552	1,427,968	73.97%
65XX - Debt Service - Principal	475,117	1,041,039	533,980	51.29%	292,448	403,096	312,751	77.59%
66XX - Capital Outlay	89,544	82,038	257,721	314.15%	688,346	1,461,483	760,563	52.04%
Total All Expenditures	$ 100,393,601	$ 101,146,964	$ 63,359,519	62.64%	$ 122,829,129	$ 102,898,713	$ 63,087,443	61.31%
Excess (Deficiency) of Revenues Over Expenditures	**$ (2,957,458)**	**$ (3,695,047)**	**$ 30,522,761**		**$ (2,472,814)**	**$ (7,290,168)**	**$ 25,590,929**	
Other Resources								
Transfers In	$ 300,000	$ 300,000	$ 704,343	234.78%	$ 80,648	$ 226,119	$ 563,311	249.12%
Transfers (Out)	(117,000)	(117,000)	(320,277)	273.74%	(115,800)	(115,800)	(363,199)	313.64%
Net Increase/(Decrease) in Fund Balance	**$ (2,774,458)**	**$ (3,512,047)**	**$ 30,906,828**		**$ (2,507,966)**	**$ (7,179,849)**	**$ 25,791,041**	
Beginning Fund Balance *(As of July 1, 2024)*			**$ 49,101,149**					
Ending Fund Balance, Estimated			**$ 80,007,977**					

Dripping Springs Independent School District
SPECIAL REVENUE FUNDS 200-499 EXCLUDING FUND 240
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE TEN MONTHS ENDING APRIL 30, 2025

	CURRENT YEAR 2024-2025				PRIOR YEAR 2023-2024			
	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget
REVENUES:								
Local and Intermediate Sources	$ 1,365,828	$ 2,928,292	$ 1,829,756	62.49%	$ 2,327,090	$ 2,999,198	$ 2,168,765	72.31%
State Program Revenues	6,841,500	6,907,561	985,370	14.27%	8,115,573	8,246,190	865,022	10.49%
Federal Program Revenues	3,306,568	3,883,231	2,239,461	57.67%	5,650,831	5,494,884	2,194,000	39.93%
Total Revenues	$ 11,513,897	$ 13,719,085	$ 5,054,586	36.84%	$ 16,093,494	$ 16,740,272	$ 5,227,788	31.23%
EXPENDITURE SUMMARY BY FUNCTION:								
11 - Instructional	$ 3,583,536	$ 4,612,051	$ 2,652,888	57.52%	$ 5,699,342	$ 6,486,426	$ 3,128,174	48.23%
12 - Instruction Resources & Media Services	64,216	127,102	44,344	34.89%	57,404	88,213	24,036	27.25%
13 - Curriculum and Instructional Staff Development	236,117	288,626	185,140	64.15%	854,477	602,801	572,641	95.00%
21 - Instructional Leadership	737,893	780,779	521,078	66.74%	596,703	637,909	320,789	50.29%
23 - School Leadership	27,445	118,228	83,097	70.29%	-	50,673	25,405	50.14%
31 - Guidance, Counseling and Evaluation	650,501	852,982	477,590	55.99%	775,233	958,484	604,157	63.03%
33 - Health Services	975	20,851	20,025	96.04%	43,869	116,665	106,782	91.53%
34 - Student Transportation	-	16,470	15,942	96.79%	351	64,629	65,068	100.68%
35 - Food Services	-	4,061	4,061	100.00%	2,913	8,363	7,630	91.24%
36 - Cocurricular/Extracurricular Activities	173,737	725,659	477,969	65.87%	285,494	644,283	459,681	71.35%
41 - General Administration	3,938	9,898	8,428	85.15%	-	-	-	0.00%
51 - Plant Maintenance and Facility Serivces	1,669	23,815	16,244	68.21%	240,989	401,487	170,932	42.57%
52 - Security and Monitoring Services	273,220	1,058,756	248,465	23.47%	731,420	751,492	40,200	5.35%
53 - Data Processing Services	-	-	-	0.00%	-	38,343	-	0.00%
61 - Community Services	-	800	-	0.00%	-	-	-	0.00%
71 - Debt Services	-	33,636	33,635	100.00%	-	71,399	86,124	120.62%
81 - Facilities Acquisition and Construction	5,764,320	5,049,039	-	0.00%	5,839,317	5,881,757	47,777	0.81%
91 - Student Attendance Credits (Recapture)	-	-	-	0.00%	-	-	-	0.00%
93 - Payments to Fiscal Agents	-	-	-	0.00%	-	-	-	0.00%
95 - Payments to JJAEP Programs	-	-	-	0.00%	-	-	-	0.00%
96 - Payments to Charter Schools	-	-	-	0.00%	-	-	-	0.00%
99 - Other Intergovernmental Charges	-	-	-	0.00%	-	-	-	0.00%
Total All Expenditures	$ 11,517,566	$ 13,722,754	$ 4,788,906	34.90%	$ 15,127,510	$ 16,802,924	$ 5,659,396	33.68%
EXPENDITURE SUMMARY BY OBJECT CODE:								
61XX - Payroll Costs	$ 2,434,921	$ 2,710,055	$ 1,551,298	57.24%	$ 2,369,154	$ 2,934,677	$ 1,689,987	57.59%
62XX - Professional and Contracted Services	1,202,610	1,762,051	1,315,145	74.64%	1,777,940	2,361,090	1,479,206	62.65%
63XX - Supplies and Materials	1,858,190	2,468,052	884,153	35.82%	5,011,197	4,243,589	1,540,531	36.30%
64XX - Other Operating Expenses	218,524	788,846	567,582	71.95%	329,402	614,289	463,650	75.48%
65XX - Debt Service - Principal	-	33,636	33,635	100.00%	-	71,399	86,124	120.62%
66XX - Capital Outlay	5,803,320	5,960,116	437,094	7.33%	5,639,817	6,577,879	399,898	6.08%
Total All Expenditures	$ 11,517,566	$ 13,722,754	$ 4,788,906	34.90%	$ 15,127,510	$ 16,802,924	$ 5,659,396	33.68%
Excess (Deficiency) of Revenues Over Expenditures	**$ (3,669)**	**$ (3,669)**	**$ 265,680**		**$ 965,984**	**$ (62,652)**	**$ (431,608)**	
Other Resources								
Transfers In	$ -	$ -	$ -	0.00%	$ -	$ -	$ 155,809	0.00%
Transfers (Out)	-	-	(3)	0.00%	-	-	(23,060)	0.00%
Net Increase/(Decrease) in Fund Balance	**$ (3,669)**	**$ (3,669)**	**$ 265,677**		**$ 965,984**	**$ (62,652)**	**$ (298,860)**	

Dripping Springs Independent School District
CHILD NUTRITION FUND 240
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE TEN MONTHS ENDING APRIL 30, 2025

	CURRENT YEAR 2024-2025				PRIOR YEAR 2023-2024			
	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget
REVENUES:								
Local and Intermediate Sources	$ 3,775,350	$ 3,775,350	$ 3,759,654	99.58%	$ 3,762,816	$ 3,762,816	$ 3,660,886	97.29%
State Program Revenues	149,867	149,867	132,022	88.09%	35,000	35,000	308,263	880.75%
Federal Program Revenues	477,211	477,211	322,668	67.62%	467,000	467,000	298,675	63.96%
Total Revenues	$ 4,402,428	$ 4,402,428	$ 4,214,344	95.73%	$ 4,264,816	$ 4,264,816	$ 4,267,824	100.07%
EXPENDITURE SUMMARY BY FUNCTION:								
11 - Instructional	$ -	$ -	$ -	-	$ -	$ -	$ -	-
12 - Instruction Resources & Media Services	-	-	-	-	-	-	-	-
13 - Curriculum and Instructional Staff Development	-	-	-	-	-	-	-	-
21 - Instructional Leadership	-	-	-	-	-	-	-	-
23 - School Leadership	-	-	-	-	-	-	-	-
31 - Guidance, Counseling and Evaluation	-	-	-	-	-	-	-	-
33 - Health Services	-	-	-	-	-	-	-	-
34 - Student Transportation	-	-	-	-	-	-	-	-
35 - Food Services	4,826,903	4,840,365	3,168,858	65.47%	4,734,356	4,744,814	3,271,495	68.95%
36 - Cocurricular/Extracurricular Activities	-	-	-	-	-	-	-	-
41 - General Administration	-	-	-	-	-	-	-	-
51 - Plant Maintenance and Facility Serivces	-	-	-	-	-	-	-	-
52 - Security and Monitoring Services	-	-	-	-	-	-	-	-
53 - Data Processing Services	-	-	-	-	-	-	-	-
61 - Community Services	-	-	-	-	-	-	-	-
71 - Debt Services	-	-	-	-	-	-	-	-
81 - Facilities Acquisition and Construction	2,000	2,000	-	-	-	-	-	-
91 - Student Attendance Credits (Recapture)	-	-	-	-	-	-	-	-
93 - Payments to Fiscal Agents	-	-	-	-	-	-	-	-
95 - Payments to JJAEP Programs	-	-	-	-	-	-	-	-
96 - Payments to Charter Schools	-	-	-	-	-	-	-	-
99 - Other Intergovernmental Charges	-	-	-	-	-	-	-	-
Total All Expenditures	$ 4,828,903	$ 4,842,365	$ 3,168,858	65.44%	$ 4,734,356	$ 4,744,814	$ 3,271,495	68.95%
EXPENDITURE SUMMARY BY OBJECT CODE:								
61XX - Payroll Costs	$ 2,259,593	$ 2,259,593	$ 1,503,128	66.52%	$ 2,069,056	$ 2,069,056	$ 1,514,232	73.18%
62XX - Professional and Contracted Services	110,900	111,880	92,848	82.99%	80,150	85,050	68,480	80.52%
63XX - Supplies and Materials	2,248,510	2,367,692	1,562,191	65.98%	2,064,800	2,075,358	1,510,635	72.79%
64XX - Other Operating Expenses	17,900	18,900	10,691	56.57%	11,350	11,350	3,724	32.81%
65XX - Debt Service - Principal	-	-	-	0.00%	-	-	-	0.00%
66XX - Capital Outlay	192,000	84,300	-	0.00%	509,000	504,000	174,424	34.61%
Total All Expenditures	$ 4,828,903	$ 4,842,365	$ 3,168,858	65.44%	$ 4,734,356	$ 4,744,814	$ 3,271,495	68.95%
Excess (Deficiency) of Revenues Over Expenditures	**$ (426,475)**	**$ (439,937)**	**$ 1,045,485**		**$ (469,540)**	**$ (479,998)**	**$ 996,329**	
Other Resources								
Transfers In	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	0.00%
Transfers (Out)	-	-	-	0.00%	-	-	-	0.00%
Net Increase/(Decrease) in Fund Balance	**$ (426,475)**	**$ (439,937)**	**$ 1,045,485**		**$ (469,540)**	**$ (479,998)**	**$ 996,329**	
Beginning Fund Balance *(As of July 1, 2024)*			**$ 1,373,920**					
Ending Fund Balance, Estimated			**$ 2,419,406**					

Dripping Springs Independent School District
DEBT SERVICE FUND 599 (Interest & Sinking)
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE TEN MONTHS ENDING APRIL 30, 2025

	CURRENT YEAR 2024-2025				PRIOR YEAR 2023-2024			
	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget	Original Budget	Amended Budget	Actual Year to Date	Actual to Budget
REVENUES:								
Local and Intermediate Sources	$ 39,399,283	$ 39,399,283	$ 39,118,989	99.29%	$ 41,004,391	$ 41,004,391	$ 36,655,627	89.39%
State Program Revenues	1,095,822	1,095,822	2,077,345	189.57%	-	-	1,457,807	0.00%
Federal Program Revenues	-	-	-	0.00%	-	-	-	0.00%
Total Revenues	$ 40,495,105	$ 40,495,105	$ 41,196,334	101.73%	$ 41,004,391	$ 41,004,391	$ 38,113,434	92.95%
EXPENDITURE SUMMARY BY FUNCTION:								
11 - Instructional	$ -	$ -	$ -	-	$ -	$ -	$ -	-
12 - Instruction Resources & Media Services	-	-	-	-	-	-	-	-
13 - Curriculum and Instructional Staff Development	-	-	-	-	-	-	-	-
21 - Instructional Leadership	-	-	-	-	-	-	-	-
23 - School Leadership	-	-	-	-	-	-	-	-
31 - Guidance, Counseling and Evaluation	-	-	-	-	-	-	-	-
33 - Health Services	-	-	-	-	-	-	-	-
34 - Student Transportation	-	-	-	-	-	-	-	-
35 - Food Services	-	-	-	-	-	-	-	-
36 - Cocurricular/Extracurricular Activities	-	-	-	-	-	-	-	-
41 - General Administration	-	-	-	-	-	-	-	-
51 - Plant Maintenance and Facility Serivces	-	-	-	-	-	-	-	-
52 - Security and Monitoring Services	-	-	-	-	-	-	-	-
53 - Data Processing Services	-	-	-	-	-	-	-	-
61 - Community Services	-	-	-	-	-	-	-	-
71 - Debt Services	18,460,588	18,460,588	18,417,913	99.77%	21,346,959	103,387,108	101,665,558	98.33%
81 - Facilities Acquisition and Construction	-	-	-	-	-	-	-	-
91 - Student Attendance Credits (Recapture)	-	-	-	-	-	-	-	-
93 - Payments to Fiscal Agents	-	-	-	-	-	-	-	-
95 - Payments to JJAEP Programs	-	-	-	-	-	-	-	-
96 - Payments to Charter Schools	-	-	-	-	-	-	-	-
99 - Other Intergovernmental Charges	-	-	-	-	-	-	-	-
Total All Expenditures	$ 18,460,588	$ 18,460,588	$ 18,417,913	99.77%	$ 21,346,959	$ 103,387,108	$ 101,665,558	98.33%
EXPENDITURE SUMMARY BY OBJECT CODE:								
61XX - Payroll Costs	$ -	$ -	$ -	-	$ -	$ -	$ -	-
62XX - Professional and Contracted Services	-	-	-	-	-	-	-	-
63XX - Supplies and Materials	-	-	-	-	-	-	-	-
64XX - Other Operating Expenses	-	-	-	-	-	-	-	-
65XX - Debt Service - Principal	18,460,588	18,460,588	18,417,913	99.77%	21,346,959	103,387,108	101,665,558	98.33%
66XX - Capital Outlay	-	-	-	-	-	-	-	-
Total All Expenditures	$ 18,460,588	$ 18,460,588	$ 18,417,913	99.77%	$ 21,346,959	$ 103,387,108	$ 101,665,558	98.33%
Excess (Deficiency) of Revenues Over Expenditures	**$ 22,034,517**	**$ 22,034,517**	**$ 22,778,421**		**$ 19,657,432**	**$ (62,382,717)**	**$ (63,552,124)**	
Other Resources								
Transfers In	$ -	$ -	$ -	0.00%	$ -	$ 74,639,270	$ 74,643,868	100.01%
Transfers (Out)	(21,725,000)	(21,725,000)	-	0.00%	(19,350,000)	(11,947,458)	-	0.00%
Net Increase/(Decrease) in Fund Balance	**$ 309,517**	**$ 309,517**	**$ 22,778,421**		**$ 307,432**	**$ 309,094**	**$ 11,091,743**	
Beginning Fund Balance *(As of July 1, 2024)*			**$ 35,808,285**					
Ending Fund Balance, Estimated			**$ 58,586,706**					

Dripping Springs Independent School District
ENTERPRISE FUNDS 7xx
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE TEN MONTHS ENDING APRIL 30, 2025

	CHILD DEVELOPMENT	COMMUNITY SERVICES	FACILITIES RENTALS	TIGER SHACK	THE SPIRIT SHOP	TOTAL
REVENUES:						
Local and Intermediate Sources	$ 517,744	$ 2,489,103	$ 493,342	$ 56,514	$ 37,639	3,594,342
State Program Revenues	-	-	-	-	-	-
Federal Program Revenues	-	-	-			-
Total Revenues	$ 517,744	$ 2,489,103	$ 493,342	$ 56,514	$ 37,639	$ 3,594,342
EXPENDITURES:						
11 - Instructional	$ -	$ -	$ -	$ -	$ -	-
12 - Instruction Resources & Media Services	-	-	-	-	-	-
13 - Curriculum and Instructional Staff Development	-	-	-	-	-	-
21 - Instructional Leadership	-	-	-	-	-	-
23 - School Leadership	-	-	-	-	-	-
31 - Guidance, Counseling and Evaluation	-	-	-	-	-	-
33 - Health Services	-	26,756	-	-	-	26,756
34 - Student Transportation	-	-	-	-	-	-
35 - Food Services	-	-	-	-	-	-
36 - Cocurricular/Extracurricular Activities	-	-	-	31,816	35,203	67,019
41 - General Administration	-	-	-	-	-	-
51 - Plant Maintenance and Facility Serivces	-	-	-	-	-	-
52 - Security and Monitoring Services	-	-	31,630	-	-	31,630
53 - Data Processing Services	-	-	-	-	-	-
61 - Community Services	559,089	1,559,024	116,031	-	-	2,234,144
71 - Debt Services	-	-	-	-	-	-
81 - Facilities Acquisition and Construction	-	-	-	-	-	-
91 - Student Attendance Credits	-	-	-	-	-	-
93 - Payments to Fiscal Agents	-	-	-	-	-	-
95 - Payments to JJAEP Programs	-	-	-	-	-	-
96 - Payments to Charter Schools	-	-	-	-	-	-
99 - Other Intergovernmental Charges	-	-	-	-	-	-
Total Expenditures	$ 559,089	$ 1,585,781	$ 147,661	$ 31,816	$ 35,203	$ 2,359,550
Excess (Deficiency) of Revenues Over Expenditures	**$ (41,345)**	**$ 903,322**	**$ 345,681**	**$ 24,698**	**$ 2,436**	**$ 1,234,792**
Other Resources						
Transfers In	$ 106,329	$ 73,550	$ -	$ -	$ 1,158	181,037
Transfers (Out)	-	(200,996)	(156,741)	-	-	(357,737)
Net Increase/(Decrease) in Fund Balance	**$ 64,984**	**$ 775,876**	**$ 188,940**	**$ 24,698**	**$ 3,594**	**$ 1,058,093**

Dripping Springs Independent School District
Tax Collections Report
2024 Tax Year

As of April 30, 2025

M & O Collections	Collections to Date	Current Month	Total Collections
Current Year Collections	$ 78,551,536.22	$ 620,875.76	$ 79,172,411.98
Delinquent Collections	(129,654.53)	29,555.86	(100,098.67)
Rollbacks	211,866.06	-	211,866.06
Penalty & Interest	136,097.10	64,414.34	200,511.44
Attorney Fees	32,846.74	5,071.03	37,917.77
	$ 78,802,691.59	**$ 719,916.99**	**$ 79,522,608.58**
I & S Collections			
Current Year Collections	$ 33,308,732.69	$ 287,618.66	$ 33,596,351.35
Delinquent Collections	(51,727.56)	12,521.35	(39,206.21)
Rollbacks	77,498.66	-	77,498.66
Penalty & Interest	24,768.55	29,540.27	54,308.82
Attorney Fees	13,491.39	2,111.43	15,602.82
	$ 33,372,763.73	**$ 331,791.71**	**$ 33,704,555.44**
Total Collections			
Current Year Collections	$ 111,860,268.91	$ 908,494.42	$ 112,768,763.33
Delinquent Collections	(181,382.09)	42,077.21	(139,304.88)
Rollbacks	289,364.72	-	289,364.72
Penalty & Interest	160,865.65	93,954.61	254,820.26
Attorney Fees	46,338.13	7,182.46	53,520.59
	$ 112,175,455.32	**$ 1,051,708.70**	**$ 113,227,164.02**

2024 Original Tax Levy	**$ 120,846,791.63**
Adjustments to Date	**(120,611.36)**
2024 Adjusted Tax Levy	**$ 120,726,180.27**

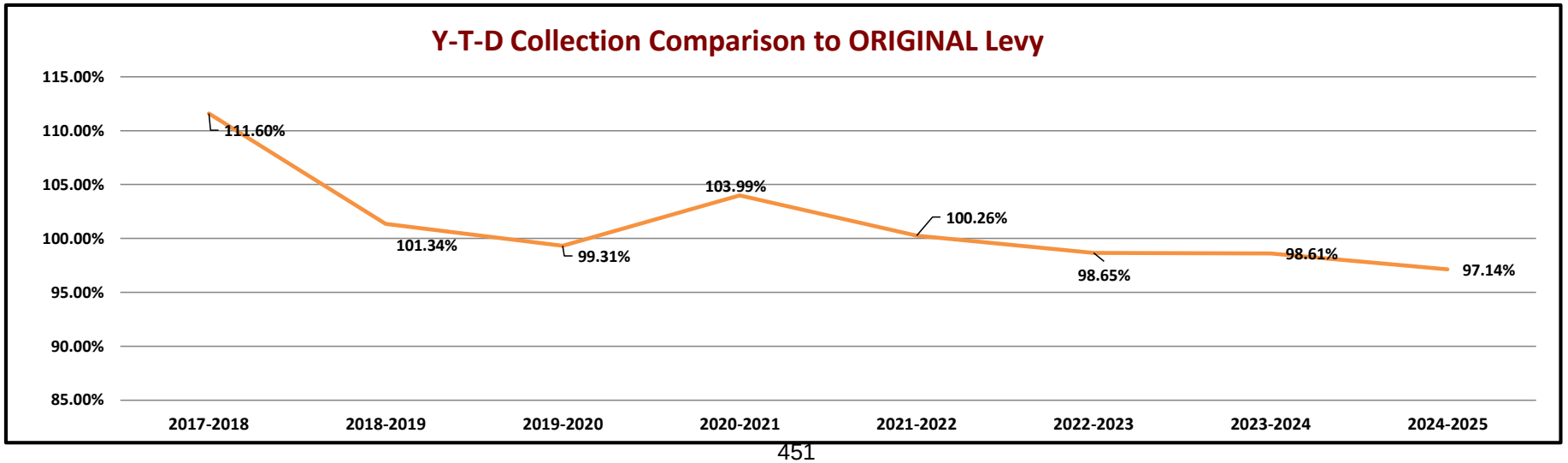
2024 Tax Year Collections Percentage	**93.41%**

Taxes Outstanding	
Current Year Uncollected	$ 7,957,416.94
Delinquent Taxes	1,533,848.70
Rollbacks	155,250.47
	$ 9,646,516.11

Dripping Springs Independent School District
Current Levy Tax Collections Report
2024 Tax Year

12 Month Collection Comparison of Current Levy

Monthly Collections	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
October	$ 950,075	$ 2,425,892	$ -	$ 45,742	$ 128,085	$ 388,072	$ 85,509	$ 131,263
November	4,096,646	3,721,094	3,852,813	215,425	5,402,309	7,148,393	51,559	1,449,622
December	36,078,327	39,490,367	41,178,495	42,904,145	55,509,629	60,511,628	1,842,891	23,839,948
January	18,621,111	19,408,043	23,179,780	23,796,625	23,718,238	36,957,469	77,816,997	79,775,292
February	3,741,296	5,334,656	6,505,375	12,622,872	9,548,406	12,436,833	26,838,656	9,750,780
March	969,213	922,918	1,027,226	1,800,913	1,671,453	2,174,309	4,687,412	1,535,387
April	361,995	582,161	524,814	821,383	608,088	541,832	812,145	908,494
May	342,546	529,649	474,385	573,605	470,733	638,534	1,080,833	
June	150,975	183,388	280,287	725,682	256,208	441,488	408,223	
July	251,290	292,473	286,860	434,151	306,843	349,294	188,531	
August	136,123	97,619	97,619	320,700	240,938	(8,133)	52,228	
September	25,193	48,950	16,413	34,705	27,518	(200,420)	24,675	
TOTAL	**$ 65,724,789**	**$ 73,037,210**	**$ 77,424,069**	**$ 84,295,946**	**$ 97,888,449**	**$ 121,379,299**	**$ 113,889,659**	**$ 117,390,787**
Collection Rate	**111.60%**	**101.34%**	**99.31%**	**103.99%**	**100.26%**	**98.65%**	**98.61%**	**97.14%**
Original Levy	**$ 58,891,625**	**$ 72,070,902**	**$ 77,963,323**	**$ 81,063,664**	**$ 97,634,768**	**$ 123,041,213**	**$ 115,493,846**	**$ 120,846,792**



6/10/2025

Dripping Springs Independent School District

Budgeted Cooperative Purchases Exceeding $50,000

April 2025

Month	Vendor	Commodity	Monthly Total	Cooperative Utilized	Federal Funds	Description	PO
April 2025	INDECO SALES INC	C&I	$ 63,571.89	BUYBOARD #667-22		NEW LIBRARY FURNITURE FOR DSMS REFRESH	6232500039
April 2025	CDW GOVERNMENT	IT	$ 51,436.00	PACE COOP #POO185		JAMF PRO + CONNECT (K12 BUNDLE) RENEWAL 1YR	9972500145

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: 2024-2025 Budget - Actual Projections for May 2025

☒ Reports ☐ Discussion ☐ Consent ☐ Action

Presenter: Deputy Superintendent for Finance & Operations, Elaine Cogburn

Motion Language: N/A

Policy: CFA (Legal/Local) Accounting – Financial Reports & Statements

Background: Projections of actual fiscal performance are critical for monitoring the financial position of the district. Attached is a summary of the projections for the current 2024-2025 fiscal year based on eleven months of actual data. This is the last projection of financial performance as the audit will be performed in the next couple of months and actual results will be reflected in that document.

The current projections indicate that operations will result in a small deficit of $210k. Projections of expenditures are based on a review of year-to-date spending and are still projected to come in under budget and revenues are projected to be slightly less than originally planned for based on the most recent state aid template and revenues to date. Projected expenditures include fund balance designations approved by the Board for the year totaling $1,455,496.

- Revenues, net of recapture, are projected at $87,419,531
- Operating expenditures are projected at $87,629,143 which includes the fund balance designations of $1.5 million *(this month's projection is lower as ordering has been cut off)*

Considering transfers in/out, current projections show the General Fund to end the year with a small surplus of $211,265. This is the first time we see a projected net surplus for the year and results from most costs have been incurred or encumbered.

Attachments: 2024-2025 Budget - Actual Projections for May 2025

Goals:

☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.

☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.

☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.

☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.

☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs Independent School District
Summary of Revenue and Expenditure Projections thru May 31, 2025
Fiscal Year 2024 - 2025

	Original Budget	Current Revised Budget	Projections on Actual Thru February 2025	*Variance*	*Explanation of Variances*
Revenues:					
Taxes (Current & Delinquent)	$ 82,025,824	$ 81,825,824	$ 81,517,510	*$ (308,314)*	*Based on current tax levy & projected collections*
Taxes (P&I)	373,000	373,000	457,471	*84,471*	
Other Local	4,298,500	4,495,275	4,400,408	*(94,867)*	
State - ASF & FSP	4,510,342	7,237,197	7,237,197	-	*Based on most recent state aid template*
State - Other	5,413,682	5,413,682	5,117,071	*(296,611)*	*TRS on-behalf based on projected payroll costs*
Federal	814,795	664,795	500,199	*(164,596)*	*Decrease due to reduction in SHARS revenue*
Recapture	(9,457,009)	(13,457,009)	(11,810,325)	*1,646,684*	*Based on most recent state aid template/Balance on 2023-24*
Total Revenues	**$ 87,979,134**	**$ 86,552,764**	**$ 87,419,531**	***$ 866,767***	
Expenditures:					
Payroll Costs	76,307,634	74,076,008	72,206,210	*$ 1,869,798*	
Contracted Services	5,770,748	7,433,220	6,695,669	*737,551*	
Utilities	2,241,096	2,200,315	1,990,729	*209,586*	*Expenditure estimates based on actual expenditures through May 31, 2025 plus estimate of future expenditures through June 30, 2025*
Supplies and Materials	3,752,992	4,160,937	3,713,903	*447,034*	
Other Operating Costs	2,299,461	2,120,367	1,784,516	*335,851*	
Debt Service/Leases	475,117	1,041,039	965,442	*75,597*	
Capital Outlay	89,544	282,648	272,674	*9,974*	
Other Uses	-	-	-	-	
Total Expenditures	**$ 90,936,592**	**$ 91,314,534**	**$ 87,629,143**	***$ 3,685,391***	
Net Operating Results	**$ (2,957,458)**	**$ (4,761,770)**	**$ (209,612)**	**$ 4,552,158**	
Transfers In	300,000	761,000	739,996	(21,005)	
Transfers Out	(117,000)	(362,000)	(319,119)	42,881	
Net Change to Fund Balance	**$ (2,774,458)**	**$ (4,362,770)**	**$ 211,265**	**$ 4,574,035**	
Beginning Fund Balance	49,101,149	49,101,149	49,101,149		
Estimated Ending Fund Balance	**$ 46,326,691**	**$ 44,738,379**	**$ 49,312,413**		
Fund Balance Designation Expenditures (included in expenditure calculations above)					
Technology Lease Payment	125,592	125,592	125,592	-	*Approved June 2023*
Band Instrument Replacement	108,203	108,203	108,203	-	*Approved May 2024*
Band Uniforms		198,374	198,374	-	*Approved June 2023*
Deficit Reducing Costs (Utilities)	774,940	774,940	774,940	-	*Approved June 2024*
Interactive Panels 24-25	-	122,797	122,797	-	*Approved May 2024*
Technology Lease Payment	-	-	125,590	(125,590)	*Approved February 2025*
Total FB Designation Expenditures	**$ 1,008,735**	**$ 1,329,906**	**$ 1,455,496**	**$ (125,590)**	

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Operations Report

☒ Reports ☐ Discussion ☐ Consent ☐ Action

Presenter: Chief Operations Officer, Scott Berry

Motion Language: N/A

Policy: N/A

Background: The monthly Operations Board Report highlights events and activities within the departments that comprise operations.

Attachments: Operations Report for June 2025

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Operations Department

June 2025 UPDATE

OPERATIONS ACTIVITIES UPDATE

Construction

Summer Construction 2025

Summer construction is underway and off to good start. The following is a listing of the projects that are currently underway:

- Wildwood Springs Elementary School – New Construction
- Sycamore Springs Middle School Expansion – New Construction
- Dripping Springs Middle School – Phase II Renovations
- Dripping Springs Elementary School – Phase II Renovations
- Dripping Springs High School – Secure Vestibule and other miscellaneous renovations
- Rooster Springs Elementary School – Secure Vestibule and other miscellaneous renovations
- Sycamore Springs Elementary School – Flooring
- Sycamore Springs Complex – HVAC Repair and Improvement

More information concerning these projects can be found in the 2023 Bond Project Updates for June 2025

Community Services

2024-2025 School Year Recap

- Kids Club Program – After school program (3:00 – 6:00 pm) for students PK-5th Grade, 677 students participated.
- Kids Club/Employee Child Care Days Program – Full day program (7:00 am – 5:00 pm) for students PK-5th Grade. 388 students participated.
- DSISD Child Development Center cared for 76 children age six weeks through 4 years. The hours of operation were 6:45 am-5:30 pm.
- The Kids College after-school enrichment program offered fifty different classes at each of the elementary schools during the fall and spring semester. Kids College classes are held from 3:00 - 4:30 pm, once a day, each week, for about 6 to 8 weeks depending on the course.

Summer of 2025

- DSISD Child Development Center provides limited summer childcare for extended calendar district employees. Hours of operation are 7:00 am - 5:30 pm, Monday-Thursday, in June and July. Approximately 10 children are cared for each week.
- Summer Camp Venture (PreK-2nd) and Adventure Camp (3rd-5th) are held at Rooster Springs Elementary and provide childcare from 7:30 am – 5:30 pm. These camps will care for approximately 1,300 students, in total, throughout the summer.
- Summer Camps will be held at Cypress Springs Elementary during June and July. These are 4-day camps that vary by topic and age.
- Camps for middle school and high school students are being held at DSHS

Technology

New Construction

- Fiber at Wildwood Springs Elementary is installed and ready for approval from American to connect to power.
- Sycamore Springs Middle School expansion has all network components installed and functioning properly for the expansion.

2025-2026 School Year

- Device refresh for students and staff is currently underway.
- Portable interactive panels are being installed at DSES, SSES, WWSE.
- Wall mounted interactive panels are being installed at DSMS and SSMS.

Summer School

- Technology plays an important role in making summer school a success. Before summer school began the technology department insured that administration and staff had the appropriate access to data and applications.

Facilities

Summer Relocations

- Campus relocations
    - Teachers relocated to new campuses for the 2025-2026 school year were asked to box up their materials. These boxes have been transported to the appropriate campus.
    - Any teacher's materials being moved to Wildwood Springs ES has been moved from the original school and is being housed in a district facility awaiting the final move in to WWSES.
- An auction was held June 2 – June 12 through Lemon's Online Auctions to sale two portables at Dripping Springs Elementary. These portables had reached the end of their useful life with the district.
- DSMS is slated to receive new furniture. The old furniture that was in good condition was repurposed at the high school and the 18+ classrooms.
- Summer cleaning is on track at all campuses that are not under construction or hosting summer activities.

Child Nutrition

Walnut Springs Elementary School and Dripping Springs High School are conducting summer school. Breakfast and lunch are being provided at both of these locations to help support these programs.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: REPORT - 2018 and 2023 Bond Reports – April 2025

☒ Reports ☐ Discussion ☐ Consent ☐ Action

Presenter: Deputy Superintendent for Finance and Operations – Elaine Cogburn

Motion Language: N/A

Policy: CFA (Legal/Local) Accounting – Financial Reports & Statements

Background: The 2018 and 2023 Bond Reports provide updated financial information on the status of the 2018 and 2023 Bond projects, including project budgets, expenditures to date, and remaining project budget.

The 2018 Bond projects are approaching completion. As projects are finalized, the Board will be presented with information on reallocating any project savings to other projects allowable within the confines of the bond orders.

The 2023 Bond report provides detailed financial information regarding the status of the 2023 Bond projects and the report reflects the projects included in the June 2023 bond authorization totaling $223.7 million.

Attachments: 2018 and 2023 Bond Reports for April 2025

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs Independent School District
2018 Bond Project Budget Expenditure Summary
April 2025

	Original Budget	Board Approved Transfers	Project Close Out	Board Approved Projects	Final Budget	Expenditures To Date	Encumbered	Remaining Balance
Completed/Paid Projects:								
Cypress Springs Elementary School Construction	37,500,000	(42,931)	(744,157)	-	36,712,912	(36,712,912)	-	-
Walnut Springs Elementary	34,700,000		(88,430)	-	34,611,570	(34,611,570)	-	-
High School Additions/Renovations	21,070,000	-	918,143	-	21,988,143	(21,988,143)	-	-
Administration Relocation	4,120,000	5,920,126	-	-	10,040,126	(10,040,125)	-	-
Dripping Springs Elementary	5,080,000	104,686	(18,847)	-	5,165,839	(5,165,839)	-	-
Dripping Springs Middle School Renovation	4,100,000	-	(164,486)	-	3,935,514	(3,935,514)	-	-
Transportation Improvements	3,080,000	260,624	(5,775)	-	3,334,849	(3,334,849)	-	-
High School Athletic Improvements	1,818,505	-	(6,900)	-	1,811,605	(1,811,605)	-	-
Purchase of Portables	-	-	-	1,122,000	1,122,000	(1,122,000)	-	-
Preliminary Design Work for Future Projects	-	(2,156)	-	750,000	747,844	(747,844)	-	-
Dripping Springs Middle School Athletic Improvements	991,495	-	(250,996)	-	740,499	(740,499)	-	-
Project Management*	-	2,792	6,225	499,004	508,021	(508,021)	-	-
Rooster Springs Elementary	440,000	-	(31,885)	-	408,115	(408,115)	-	-
Miscellaneous Projects	-		(209,541)	250,996	41,455	(41,455)	-	-
Ongoing Projects:								
Land Acquisition	9,000,000	-	-	-	9,000,000	(4,725,391)	-	4,274,609
Technology	7,600,000	1,147,349	(1,438,417)	-	7,308,932	(6,560,592)	(710,621)	37,719
Safety and Security Items	-	(187,422)	-	839,038	651,616	(651,616)	-	-
Contingency / Project Savings / Remaining Balance	**2,500,000**	**(2,972,488)**	**2,035,066**	**(1,325,051)**	**237,527**	**-**	**-**	**237,527**
TOTAL BOND PROCEEDS/BALANCES	**$ 132,000,000**	**$ 4,230,580**	**$ -**	**$ 2,135,987**	**$ 138,366,567**	**$ (133,106,092)**	**$ (710,621)**	**$ 4,549,855**
Interest Income	5,354,517	(3,841,796)	-	(1,450,211)	62,510	-	-	62,510
Misc. Revenue	325	(325)			-			-
State Program Revenues from the TEA	412,944	(412,944)			-			-
eRate Reimbursement	685,776	-	-	(685,776)	-	-	-	-
TOTAL RESOURCES /BALANCES	**$ 138,453,562**	**$ (24,485)**	**$ -**	**$ -**	**$ 138,429,077**	**$ (133,106,092)**	**$ (710,621)**	**$ 4,612,365**

**Project Management Budget estimated based on oversight of remaining projects*

Dripping Springs Independent School District

2023 Bond Project Budget Expenditure Summary

April 30, 2025

2023 Bond Program Construction Expenditures/Budgets									
Account	**Elementary #6**	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 81 6629 00 106 0 99 0 00	Construction Costs	$ 55,775,000	$ 55,613,734	$ -	$ 2,949,413	$ 29,002,482	$ 23,303,512	$ 55,255,407	$ 358,327
623 E 81 6624 00 106 0 99 0 00	Geotechnical	-	53,500	-	53,500	-	-	53,500	-
623 E 81 6625 00 106 0 99 0 00	Architect Fees	4,462,000	4,462,000	-	2,264,938	486,750	118,000	2,869,688	1,592,312
623 E 81 6626 00 106 0 99 0 00	Engineering & Consulting Fees	-	161,266	-	-	158,070	3,197	161,266	-
623 E 81 6639 00 106 0 99 0 00	FFE	2,231,000	2,231,000	-	-	-	1,199,467	1,199,467	1,031,533
623 E 81 6636 00 106 0 99 0 00	Technology	1,952,125	1,952,125	-	-	323,165	168,539	491,704	1,460,421
623 E 81 6627 00 106 0 99 0 00	Permits, Fees, Utilities	1,394,375	1,340,875	-	310,993	-	-	310,993	1,029,882
623 E 81 6629 00 106 0 99 0 00	Contingency	450,000	450,000	-	-	-	-	-	450,000
	Total Project Costs	**$ 66,264,500**	**$ 66,264,500**	**$ -**	**$ 5,578,844**	**$ 29,970,466**	**$ 24,792,715**	**$ 60,342,025**	**$ 5,922,475**
	Expand SSMS	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 81 6629 00 042 0 99 0 00	Construction Costs	$ 27,302,400	$ 27,302,400	$ -	$ 4,917,553	$ 17,726,864	$ 4,713,555	$ 27,357,972	$ (55,572)
623 E 81 6625 00 042 0 99 0 00	Architect Fees	2,184,192	2,184,192	-	1,205,422	322,695	137,883	1,666,000	518,192
623 E 81 6626 00 042 0 99 0 00	Engineering & Consulting Fees	-	45,231	-	-	41,240	3,992	45,231	-
623 E 81 6639 00 042 0 99 0 00	FFE	1,092,096	1,092,096	-	-	-	634,245	634,245	457,851
623 E 81 6636 00 042 0 99 0 00	Technology	955,584	955,584	-	81,806	764	29	82,599	872,985
623 E 81 6627 00 042 0 99 0 00	Permits, Fees, Utilities (soft costs)	682,560	637,329	-	122,901	19,939	148,908	291,748	345,580
623 E 81 6629 00 042 0 99 0 00	Contingency	1,000,000	1,000,000	-	-	-	-	-	1,000,000
	Total Project Costs	**$ 33,216,832**	**$ 33,216,832**	**$ -**	**$ 6,327,681**	**$ 18,111,503**	**$ 5,638,612**	**$ 30,077,796**	**$ 3,139,036**
	18+ Facility	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 81 6629 00 999 0 23 0 00	Construction Costs	$ 2,808,000	$ 2,808,000	$ -	$ -	$ -	$ -	$ -	$ 2,808,000
623 E 81 6625 00 999 0 23 0 00	Architect Fees	196,560	196,560	-	-	-	-	-	196,560
623 E 81 6639 00 999 0 23 0 00	FFE	150,000	150,000	-	-	-	-	-	150,000
623 E 81 6636 00 999 0 23 0 00	Technology	158,880	158,880	-	-	-	-	-	158,880
623 E 81 6629 00 999 0 23 0 00	Contingency	100,000	100,000	-	-	-	-	-	100,000
	Total Project Costs	**$ 3,413,440**	**$ 3,413,440**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,413,440**
	Future School Design	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 81 6625 00 107 0 99 0 00	Design for ES #7 *(Full Design Through Construction Docs)*	$ 2,500,000	$ 2,500,000	$ -	$ -	$ -	$ -	$ -	$ 2,500,000
623 E 81 6625 00 043 0 99 0 00	Design for MS #3 *(Full Design Through Construction Docs)*	4,000,000	4,000,000	-	-	-	-	-	4,000,000
623 E 81 6626 00 002 0 99 0 00	Design for HS #2 *(Full Design Through Construction Docs)*	-	80,000	-	-	28,000	52,000	80,000	-
623 E 81 6625 00 002 0 99 0 00	Design for HS #2 *(Full Design Through Construction Docs)*	10,500,000	10,420,000	-	1,426,000	3,460,338	4,572,163	9,458,500	961,500
	Total Project Costs	**$ 17,000,000**	**$ 17,000,000**	**$ -**	**$ 1,426,000**	**$ 3,488,338**	**$ 4,624,163**	**$ 9,538,500**	**$ 7,461,500**
	DSE Lifecycle Replacements & Renovation	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 81 6629 00 101 0 99 0 00	Construction Costs	$ 16,011,000	$ 16,281,825	$ 183,879	$ 4,319,854	$ 6,739,679	$ 4,511,990	$ 15,755,401	$ 526,424
623 E 81 6624 00 101 0 99 0 00	Geotechnical	-	8,900	-	8,900	-	-	8,900	-
623 E 81 6625 00 101 0 99 0 00	Architect Fees	1,280,880	1,280,880	-	870,575	149,516	27,643	1,047,734	233,146
623 E 81 6626 00 101 0 99 0 00	Engineering & Consulting Fees	-	39,102	-	-	25,551	13,551	39,102	-
623 E 81 6635 00 101 0 99 0 00	FFE	320,220	320,220	-	-	59,268	8,550	67,818	252,402
623 E 81 6639 00 101 0 99 0 00	FFE	-	-	-	-	-	-	-	-
623 E 81 6636 00 101 0 99 0 00	Technology	160,110	145,938	-	-	-	-	-	145,938
623 E 51 6299 00 101 0 99 0 00	Technology	-	4,245	-	-	4,245	-	4,245	-
623 E 81 6627 00 101 0 99 0 00	Permits, Fees, Utilities (soft costs)	640,440	331,540	-	112,948	-	-	112,948	218,592
623 E 81 6629 00 101 0 99 0 00	Contingency	400,000	400,000	-	-	-	-	-	400,000
623 E 81 6629 00 101 0 99 0 00	Construction Costs (Reconfigure CL&I and Maker Space)	178,200	178,200	-	-	-	-	-	178,200
623 E 81 6625 00 101 0 99 0 00	Architect Fees (Reconfigure CL&I and Maker Space)	12,474	12,474	-	-	-	-	-	12,474
623 E 81 6639 00 101 0 99 0 00	FFE (Reconfigure CL&I and Maker Space)	8,910	8,910	-	-	-	-	-	8,910
623 E 81 6629 00 101 0 99 0 00	Contingency (Reconfigure CL&I and Maker Space)	10,000	10,000	-	-	-	-	-	10,000
	Total Project Costs	**$ 19,022,234**	**$ 19,022,234**	**$ 183,879**	**$ 5,312,277**	**$ 6,978,258**	**$ 4,561,733**	**$ 17,036,147**	**$ 1,986,087**

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	RSE CL&I and Maker Space	Original Budget	Revised Budget	2022-2023 FY Activity	2023-2024 FY Activity	2024-2025 FYTD Activity	2024-2025 Encumbrances	Cost to Date	Balance
623 E 51 6629 00 103 0 99 0 00	Construction Costs	$ 178,200	$ 178,200	$ -	$ -	$ -	$ -	$ -	$ 178,200
623 E 51 6625 00 103 0 99 0 00	Architect Fees	12,474	12,474	-	-	-	-	-	12,474
623 E 51 6639 00 103 0 99 0 00	FFE	8,910	8,910	-	-	-	-	-	8,910
623 E 51 6629 00 103 0 99 0 00	Contingency	10,000	10,000	-	-	-	-	-	10,000
	Total Project Costs	**$ 209,584**	**$ 209,584**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 209,584**
	DSMS Lifecycle Replacements & Renovation	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 81 6629 00 041 0 99 0 00	Construction Costs	$ 31,731,480	$ 31,870,771	$ -	$ 6,133,522	$ 9,808,265	$ 6,886,570	$ 22,828,358	$ 9,042,413
623 E 81 6629 00 041 0 91 0 00	Construction Costs	-	76,800	-	-	76,800	-	76,800	-
623 E 81 6625 00 041 0 99 0 00	Architect Fees	2,538,518	2,538,518	-	1,639,084	149,440	180,815	1,969,339	569,179
623 E 81 6626 00 041 0 99 0 00	Engineering & Consulting Fees	-	17,359	-	-	6,447	10,913	17,359	-
623 E 81 6635 00 041 0 99 0 00	FFE	1,903,889	1,903,889	-	51,961	52,941	1,323,958	1,428,860	475,029
623 E 81 6636 00 041 0 99 0 00	Technology	317,315	313,070	-	-	-	-	-	313,070
623 E 51 6249 00 041 0 99 0 00	Contracted Maint. & Repair	-	-	-	-	-	-	-	-
623 E 51 6299 00 041 0 99 0 00	Technology	-	4,245	-	-	-	-	-	4,245
623 E 81 6627 00 041 0 99 0 00	Permits, Fees, Utilities (soft costs)	951,944	718,494	-	137,939	2,122	2,122	142,184	576,310
623 E 81 6629 00 041 0 99 0 00	Contingency	500,000	500,000	-	-	-	-	-	500,000
	Total Project Costs	**$ 37,943,146**	**$ 37,943,146**	**$ -**	**$ 7,962,506**	**$ 10,096,016**	**$ 8,404,378**	**$ 26,462,900**	**$ 11,480,246**
	DSHS Lifecycle Replacements & Renovation	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 81 6629 00 001 0 99 0 00	Construction Costs	$ 5,502,600	$ 5,328,192	$ -	$ 258,056	$ -	$ 834,635	$ 1,092,691	$ 4,235,501
623 E 81 6629 00 001 0 91 0 00	Construction Costs	-	86,390	-	-	86,390	-	86,390	-
623 E 51 6249 00 001 0 91 0 00	Construction Costs	-	88,018	-	88,018	-	-	88,018	-
623 E 81 6625 00 001 0 99 0 00	Architect Fees	356,940	356,940	-	7,000	-	-	7,000	349,940
623 E 81 6629 00 001 0 99 0 00	Contingency	133,000	133,000	-	-	-	-	-	133,000
	Total Project Costs	**$ 5,992,540**	**$ 5,992,540**	**$ -**	**$ 353,074**	**$ 86,390**	**$ 834,635**	**$ 1,274,099**	**$ 4,718,441**
	Replace Pressure Reducing Valves - Campuses	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 51 6629 00 951 0 99 0 00	Replace Pressure Reducing Valves	$ 100,000	$ 100,000	$ -	$ -	$ -	$ -	$ -	100,000
623 E 51 6629 00 951 0 99 0 00	Contingency	5,000	5,000	-	-	-	-	-	5,000
	Total Project Costs	**$ 105,000**	**$ 105,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 105,000**
	Campus Security	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 81 6629 10 999 0 99 0 00	Campus Entrances	$ 7,902,000	$ 1,522,883	$ -	$ -	$ -	$ -	$ -	$ 1,522,883
623 E 81 6629 10 999 0 99 0 00	Campus Hardening Measures	4,110,890	4,110,890	-	-	-	-	-	4,110,890
623 E 81 6627 10 999 0 99 0 00	Permits, Fees, Utilities (soft costs)	-	49,600	-	49,600	-	-	49,600	-
623 E 81 6629 10 102 0 99 0 00	Permits, Fees, Utilities (soft costs)	-	272,988	-	-	-	-	-	272,988
623 E 51 6319 10 951 0 99 0 00	Campus Entrances	-	20,000	-	-	6,491	-	6,491	13,509
623 E 52 6249 10 001 0 99 0 00	Campus Entrances	-	1,945	-	-	-	-	-	1,945
623 E 52 6299 10 001 0 99 0 00	Security Consulting	-	9,375	-	-	-	9,375	9,375	-
623 E 52 6299 10 041 0 99 0 00	Security Consulting	-	5,337	-	-	-	5,337	5,337	-
623 E 52 6299 10 101 0 99 0 00	Security Consulting	-	2,737	-	-	-	2,737	2,737	-
623 E 52 6299 10 104 0 99 0 00	Security Consulting	-	6,950	-	-	-	6,950	6,950	-
623 E 52 6299 10 103 0 99 0 00	Security Consulting	-	2,075	-	-	-	2,075	2,075	-
623 E 52 6299 10 952 0 99 0 00	Security Consulting		13,875	-	13,875	-	-	13,875	-
623 E 52 6315 10 001 0 99 0 00	Security Supplies	-	186,185	-	-	-	186,185	186,185	-
623 E 52 6315 10 102 0 99 0 00	Security Supplies	-	8,820	-	-	8,820	-	8,820	-
623 E 52 6315 10 104 0 99 0 00	Security Supplies	-	72,884	-	-	-	72,884	72,884	-
623 E 52 6315 10 105 0 99 0 00	Security Supplies	-	8,820	-	-	8,820	-	8,820	-
623 E 52 6315 10 952 0 99 0 00	Security Supplies	-	14,407	-	-	-	14,407	14,407	-
623 E 51 6315 10 001 0 99 0 00	Security Supplies	-	7,929	-	-	-		-	7,929
623 E 51 6315 10 951 0 99 0 00	Security Supplies	-	13,977	-	-	-		-	13,977
623 E 52 6636 10 041 0 99 0 00	Campus Entrances	-	291,449	-	134,167	-	-	134,167	157,282
623 E 52 6636 10 101 0 99 0 00	Campus Entrances	-	241,916	-	157,756	-	-	157,756	84,160
623 E 81 6629 10 041 0 99 0 00	Campus Entrances	-	1,854,471	-	853,695	3,094	-	856,789	997,682
623 E 81 6629 10 042 0 99 0 00	Campus Entrances	-	1,409,667	-	214,493	867,278	227,896	1,309,667	100,000
623 E 81 6629 10 101 0 99 0 00	Campus Entrances	-	1,539,294	-	1,003,793	-	-	1,003,793	535,501
623 E 81 6629 10 104 0 99 0 00	Campus Entrances	-	699,134	-	99,956	404,163	106,203	610,322	88,812
623 E 81 6637 10 102 0 99 0 00	Equipment	-	272,988	-	-	-	272,988	272,988	-

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623 E 52 6636 10 042 0 99 0 00	Camera System Refresh	-	221,543	-	36,284	146,709	38,551	221,543	0
623 E 52 6636 10 104 0 99 0 00	Camera System Refresh	-	109,876	-	17,995	72,761	19,119	109,875	1
623 E 52 6636 10 952 0 99 0 00	Camera System Refresh	1,887,946	1,201,365	-	-	1,035,399	165,965	1,201,364	1
623 E 52 6627 10 952 0 99 0 00	Permits, Fees, Utilities (soft costs)	2,502,150	2,263,598	-	-	21,475	5,800	27,275	2,236,323
623 E 52 6629 10 952 0 99 0 00	Contingency	250,000	216,008	-	-	-	-	-	216,008
	Total Project Costs	**$ 16,652,986**	**$ 16,652,986**	**$ -**	**$ 2,581,613**	**$ 2,575,010**	**$ 1,136,472**	**$ 6,293,096**	**$ 10,359,890**
	ADA Updates	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 51 6629 11 951 0 99 0 00	Construction Costs	$ 653,400	$ 275,373	$ -	$ -	$ -	$ -	$ -	$ 275,373
623 E 81 6629 11 041 0 99 0 00	Construction Costs	-	54,000	-	54,000	-	-	54,000	-
623 E 51 6629 11 042 0 99 0 00	Construction Costs	-	216,000	-	35,376	143,038	37,586	216,000	-
623 E 81 6629 11 101 0 99 0 00	Construction Costs	-	54,000	-	54,000	-	-	54,000	-
623 E 51 6629 11 104 0 99 0 00	Construction Costs	-	54,027	-	8,870	35,759	9,397	54,027	-
623 E 51 6627 11 951 0 99 0 00	Permits, Fees, Utilities (soft costs)	65,340	65,340	-	-	-	-	-	65,340
623 E 51 6629 11 951 0 99 0 00	Contingency	20,000	20,000	-	-	-	-	-	20,000
	Total Project Costs	**$ 738,740**	**$ 738,740**	**$ -**	**$ 152,246**	**$ 178,797**	**$ 46,983**	**$ 378,027**	**$ 360,713**
	Updated Sound and Lighting Systems	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 51 6636 00 951 0 99 0 00	Construction Costs	$ 1,296,000	$ 753,117	$ -	$ -	$ 297,503	$ 20,665	$ 318,168	$ 434,949
623 E 51 6627 00 951 0 99 0 00	Permits, Fees, Utilities (soft costs)	64,800	64,800	-	-	-	-	-	64,800
623 E 51 6636 00 101 0 99 0 00	Technology	-	26,944	-	26,944	-	-	26,944	-
623 E 51 6636 00 001 0 99 0 00	Technology	-	401,512	-	-	-	397,497	397,497	4,015
623 E 51 6636 00 041 0 99 0 00	Technology	-	114,427	-	-	-	114,426	114,426	1
623 E 51 6636 00 951 0 99 0 00	Contingency	20,000	20,000	-	-	-	-	-	20,000
	Total Project Costs	**$ 1,380,800**	**$ 1,380,800**	**$ -**	**$ 26,944**	**$ 297,503**	**$ 532,589**	**$ 857,036**	**$ 523,764**
	Technology	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 53 6636 00 997 0 99 0 00	Wireless & Network Refresh	$ 2,352,681	$ 2,352,681	$ -	$ 845,536	$ 305,269	$ 41,034	$ 1,191,840	$ 1,160,841
623 E 53 6636 00 997 0 99 0 00	Firewalls	-	-	-	-	-	-	-	-
623 E 81 6629 00 997 0 99 0 00	Intercom replacement - RSE	-	-	-	-	-	-	-	-
623 E 53 6636 00 997 0 99 0 00	Phones	-	-	-	-	-	-	-	-
623 E 51 6636 00 997 0 99 0 00	AV Infrastructure	-	-	-	-	-	-	-	-
623 E 53 6636 00 997 0 99 0 00	Escalation	-	-	-	-	-	-	-	-
623 E 53 6636 00 997 0 99 0 00	Contingency	-	-	-	-	-	-	-	-
	Total Project Costs	**$ 2,352,681**	**$ 2,352,681**	**$ -**	**$ 845,536**	**$ 305,269**	**$ 41,034**	**$ 1,191,840**	**$ 1,160,841**
	Transportation	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 34 6631 00 934 0 99 0 00	Year 1 - 7 Replacements	$ 880,750	$ 1,100,486	$ -	$ -	$ -	$ 1,100,486	$ 1,100,486	$ -
623 E 34 6631 00 934 0 23 0 00	Year 1 - 2 Replacements	-	308,990	-	-	-	308,990	308,990	-
623 E 34 6631 00 934 0 99 0 00	Year 2 - 1 Replacements	634,140	105,414	-	-	-	105,414	105,414	-
623 E 34 6631 00 934 0 99 0 00	Year 3 - 3 Replacements	513,653	513,653	-	-	-	398,243	398,243	115,410
	Total Project Costs	**$ 2,028,543**	**$ 2,028,543**	**$ -**	**$ -**	**$ -**	**$ 1,913,133**	**$ 1,913,133**	**$ 115,410**
	Classroom Portables	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 81 6629 00 999 0 99 0 00	New Portable Buildings	$ 1,113,881	$ 1,113,881	$ -	$ -	$ 4,932	$ 5,000	$ 9,932	$ 1,103,949
	Total Project Costs	**$ 1,113,881**	**$ 1,113,881**	**$ -**	**$ -**	**$ 4,932**	**$ 5,000**	**$ 9,932**	**$ 1,103,949**
	Kitchen Equipment	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 35 6397 00 001 0 99 0 00	Equipment Replacements - DSHS	$ -	$ 8,617	$ -	$ -	$ 8,617	$ -	$ 8,617	$ -
623 E 35 6639 00 999 0 99 0 00	Equipment Replacements - Undistributed	1,264,000	17,354	-	-	-	-	-	17,354
623 E 35 6639 00 001 0 99 0 00	Equipment Replacements - DSHS	-	566,329	-	26,543	74,086	-	100,629	465,700
623 E 35 6639 00 041 0 99 0 00	Equipment Replacements - DSMS	-	200,000	-	-	30,394	55,819	86,213	113,787
623 E 35 6639 00 042 0 99 0 00	Equipment Replacements - SSMS	-	25,000	-	-	-	12,419	12,419	12,581
623 E 35 6639 00 101 0 99 0 00	Equipment Replacements - DSES	-	269,688	-	21,285	5,199	80,407	106,891	162,797
623 E 35 6639 00 103 0 99 0 00	Equipment Replacements - RSES	-	122,012	-	22,012	-	-	22,012	100,000
623 E 35 6639 00 104 0 99 0 00	Equipment Replacements - SSES	-	30,000	-	-	-	-	-	30,000
623 E 35 6639 00 105 0 99 0 00	Equipment Replacements - CSES	-	25,000	-	-	-	12,419	12,419	12,581
	Total Project Costs	**$ 1,264,000**	**$ 1,264,000**	**$ -**	**$ 69,840**	**$ 118,296**	**$ 161,064**	**$ 349,200**	**$ 914,800**

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	Land Acquisition	Original Budget	Revised Budget	2022-2023 FY Activity	2023-2024 FY Activity	2024-2025 FYTD Activity	2024-2025 Encumbrances	Cost to Date	Balance
623 E 81 6619 00 105 0 99 0 00	Land Acquisition	$ 15,000,000	$ 15,000,000	$ -	$ -	$ -	$ -	$ -	$ 15,000,000

	New Construction Budget	**$ 119,894,772**	**$ 119,894,772**	**$ -**	**$ 13,332,525**	**$ 51,570,306**	**$ 35,055,489**	**$ 99,958,320**	**$ 19,936,452**
	Lifecycle Replacements/Renovations	**63,272,504**	**63,272,504**	**183,879**	**13,627,856**	**17,160,664**	**13,800,747**	**44,773,146**	**18,499,358**
	Campus Security	**16,652,986**	**16,652,986**	**-**	**2,581,613**	**2,575,010**	**1,136,472**	**6,293,096**	**10,359,890**
	ADA/Sound Updates	**2,119,540**	**2,119,540**	**-**	**179,190**	**476,300**	**579,572**	**1,235,062**	**884,478**
	Technology	**2,352,681**	**2,352,681**	**-**	**845,536**	**305,269**	**41,034**	**1,191,840**	**1,160,841**
	Auxiliary Projects	**4,406,424**	**4,406,424**	**-**	**69,840**	**123,228**	**2,079,197**	**2,272,265**	**2,134,159**
	Land	**15,000,000**	**15,000,000**	**-**	**-**	**-**	**-**	**-**	**15,000,000**
	Project Savings (Rounding)	**1,093**	**1,093**						**1,093**
	TOTAL	**$ 223,700,000**	**$ 223,700,000**	**$ 183,879**	**$ 30,636,562**	**$ 72,210,778**	**$ 52,692,511**	**$ 155,723,730**	**$ 67,976,270**
	Bank Fees								
623 R 00 5742 00 000 0 00 0 00	**Interest Earned**			$ -	$ 2,930,060	$ 1,645,611	$ -	$ 4,575,671	
623 R 00 5949 00 000 0 00 0 00	**E-Rate Revenue**			$ -	$ 457,970	$ -	$ -	$ 457,970	
	Project Management	**Original Budget**	**Revised Budget**	**2022-2023 FY Activity**	**2023-2024 FY Activity**	**2024-2025 FYTD Activity**	**2024-2025 Encumbrances**	**Cost to Date**	**Balance**
623 E 81 6119 00 999 0 99 0 00	Salaries/Benefits	$ -	$ -	$ -	$ 40,841	$ 109,500	$ -	$ 150,341	$ (150,341)
623 E 81 6139 00 999 0 99 0 00	Employee Allowance	-	-	-	-	900	-	900	(900)
623 E 81 6141 00 999 0 99 0 00	Social Security/Medicare	-	-	-	573	1,455	-	2,028	(2,028)
623 E 81 6142 00 999 0 99 0 00	Group Health & Life Insurance	-	-	-	1,320	3,700	-	5,020	(5,020)
623 E 81 6143 00 999 0 99 0 00	Worker's Compensation	-	-	-	115	314	-	429	(429)
623 E 81 6146 00 999 0 99 0 00	Teacher Retirement/TRS Care	-	-	-	1,082	2,756	-	3,838	(3,838)
623 E 81 6148 00 999 0 99 0 00	Med Link Life Insurance	-	-	-	22	55	-	76	(76)
623 E 81 6149 00 999 0 99 0 00	Employee Benefits - Other	-	-	-	300	350	-	650	(650)
623 E 81 6411 00 999 0 99 0 00	Travel	-	-	-	-	-	-	-	-
623 E 81 6399 00 999 0 99 0 00	Supplies	-	-	-	-	-	-	-	-
623 E 81 6499 00 999 0 99 0 00	Other	-	-	-	-	-	-	-	-
	Total Project Costs	**$ -**	**$ -**	**$ -**	**$ 44,253**	**$ 119,030**	**$ -**	**$ 163,283**	**$ (163,283)**

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: 2023 Bond Project Update Report

☒ Reports ☐ Discussion ☐ Consent ☐ Action

Presenter: Director of Construction, James Conkle

Motion Language: N/A

Policy: N/A

Background: Monthly update on the 2023 Bond Program, detailing progress to date on each project that is funded by the 2023 Bond with an emphasis on summer 2025 projects.

Attachments: 2023 Bond Project Update Report for June 2025

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☐ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

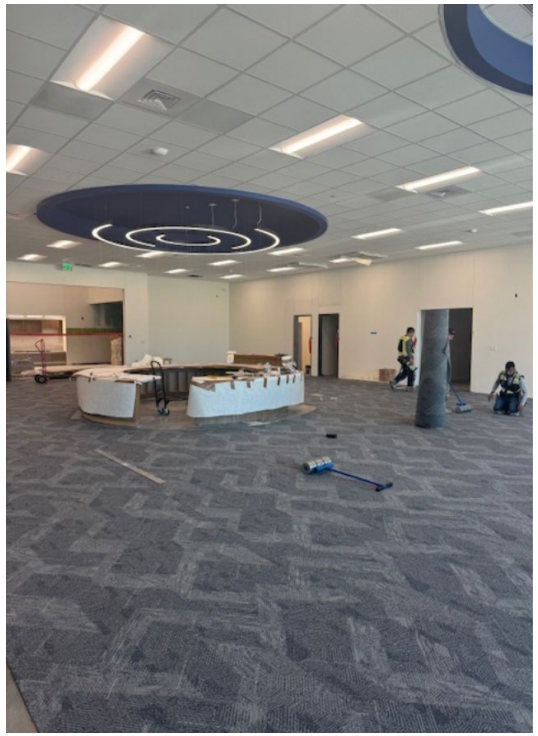
2023 Bond Project Updates

June 23, 2025



Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Wildwood Springs Elementary







Estimated Project Timeline

Design Development
Summer & Fall 2023

Groundbreaking
Spring 2024

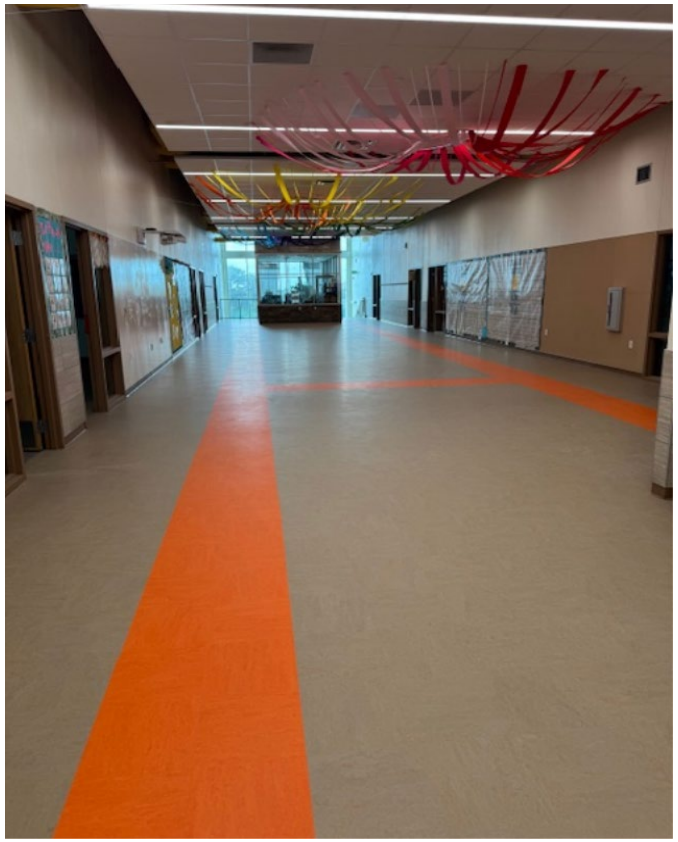
Construction
2024 & 2025

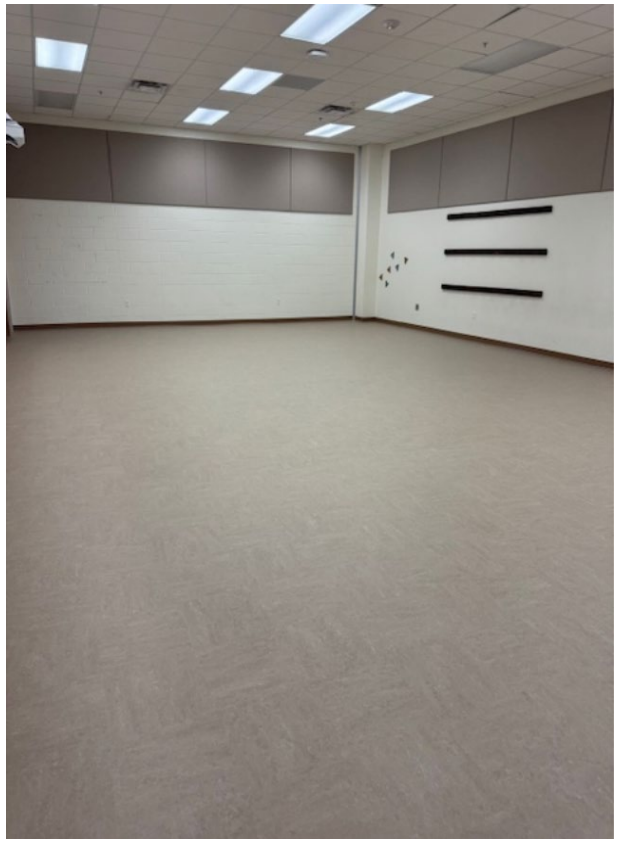
Open
Fall 2025

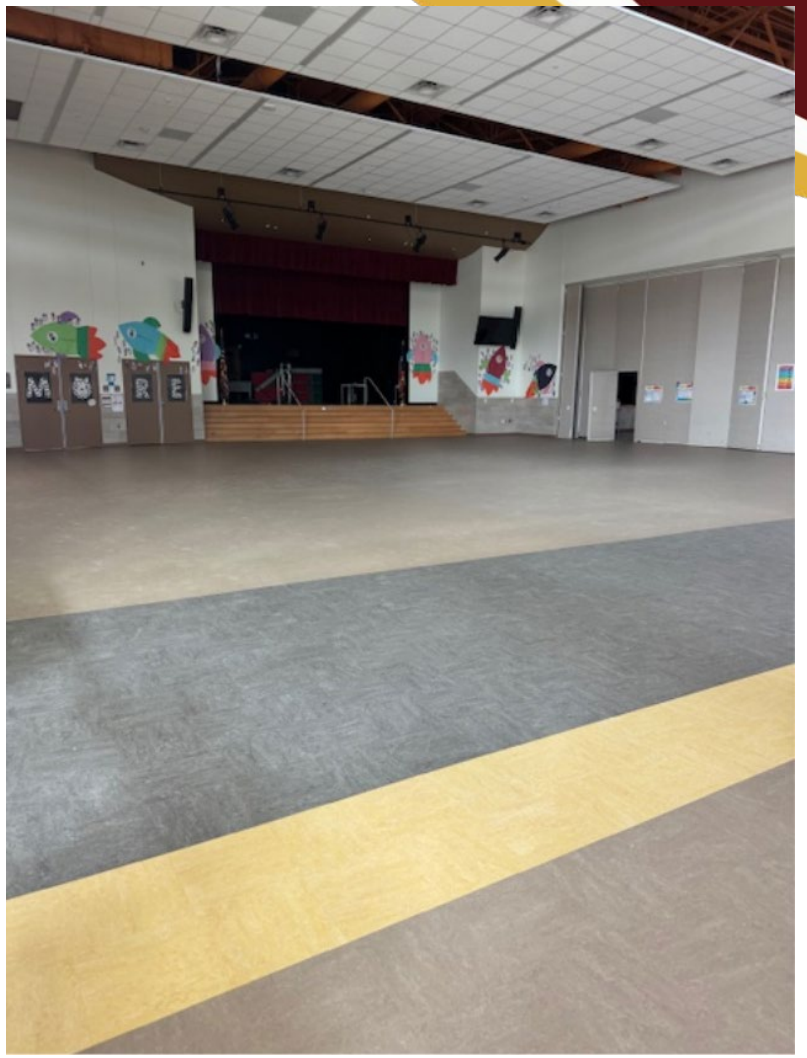
- Area A Architectural punch is complete.
- Area B & C are near completion; area D overhead inspections began.
- Final exterior work is underway; the contractor is installing sidewalks, playgrounds and shade structures.
- 18+ modifications have begun, and they are making great progress.

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Sycamore Springs Elementary







- The flooring installation began earlier this month.
- Furniture and fixtures were moved.
- The cafeteria, flex rooms and 1st pod is complete.

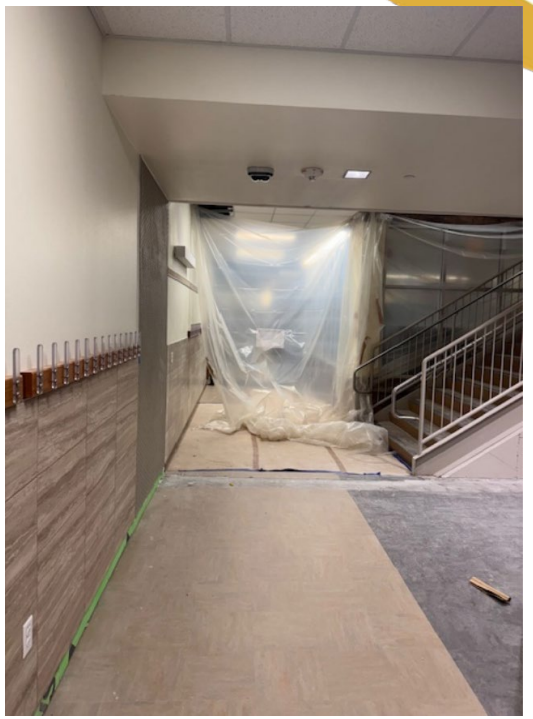
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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Expansion at Sycamore Springs Middle School







- Furniture delivered and ready for installation.
- The dance room demo is complete.
- Final building punch is 80% complete.
- Portables are disconnected and will be moved shortly.

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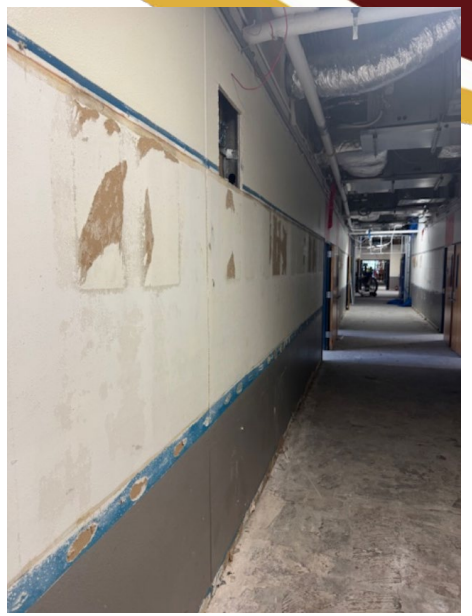
Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Dripping Springs Elementary School







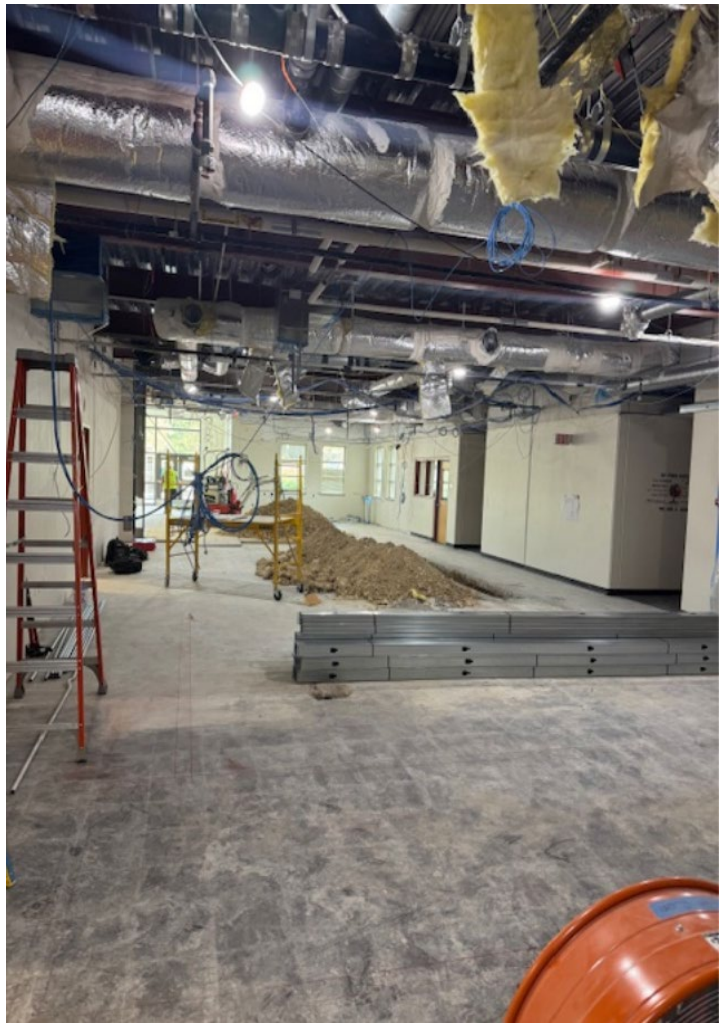


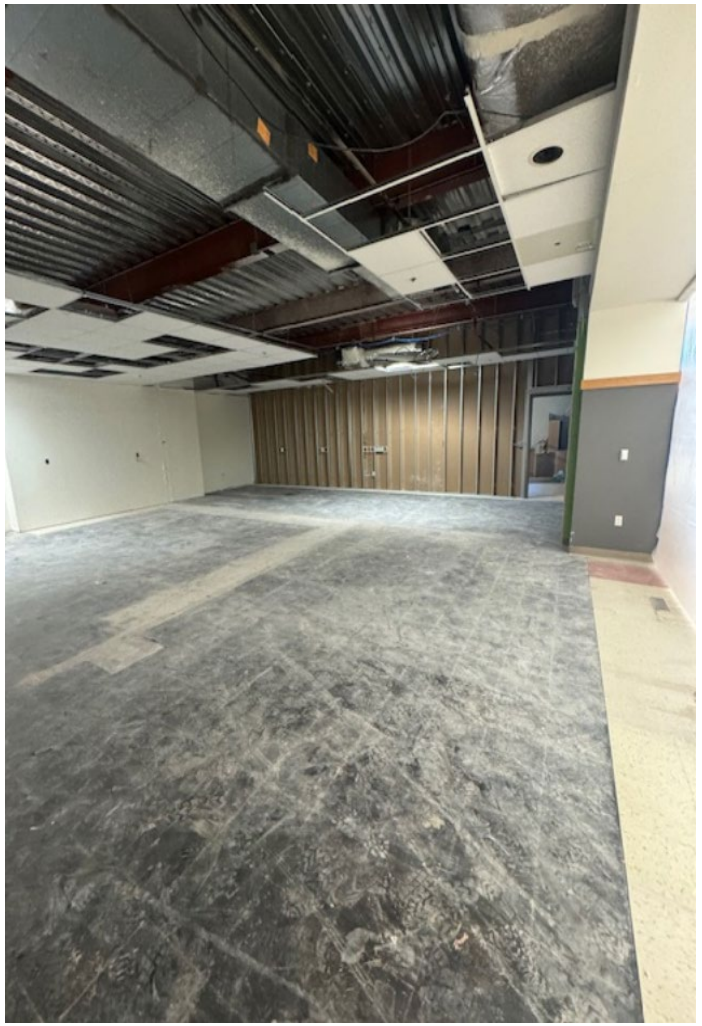
- Flooring, ceilings and HVAC demolition is complete.
- The security doors framing is finished.
- The new HVAC units are being installed and wired.
- New CAT6 data wire and low voltage wire is installed.

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Rooster Springs Elementary School







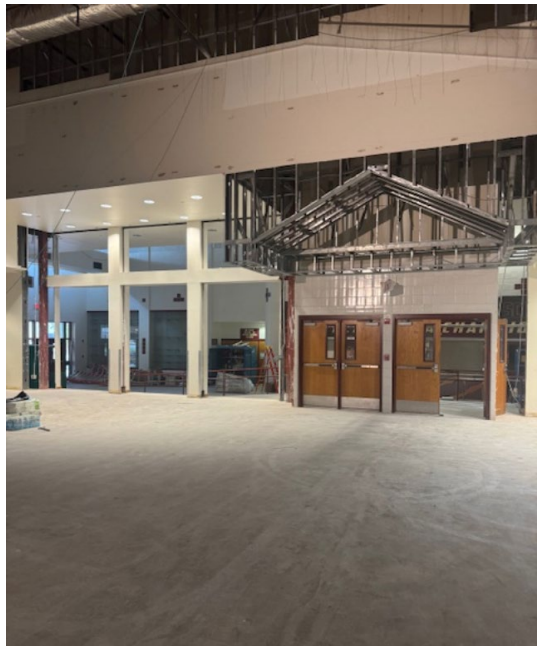
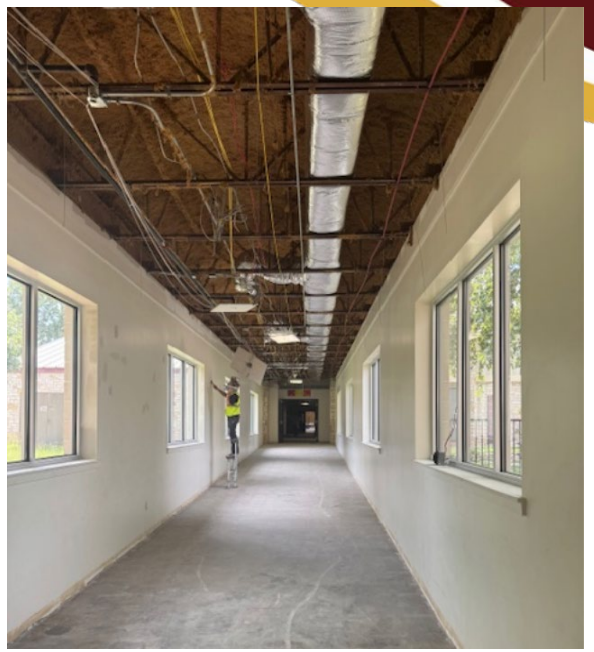
- The reception and administration area demolition is finished.
- Contractors cut and prepped foundation for the new plumbing.
- New makerspace is framed out and MEP has started.
- ADA front walkway has been started.

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Dripping Springs Middle School



Estimated Project Timeline

Design Development
2023

Construction
Summer 2024-25

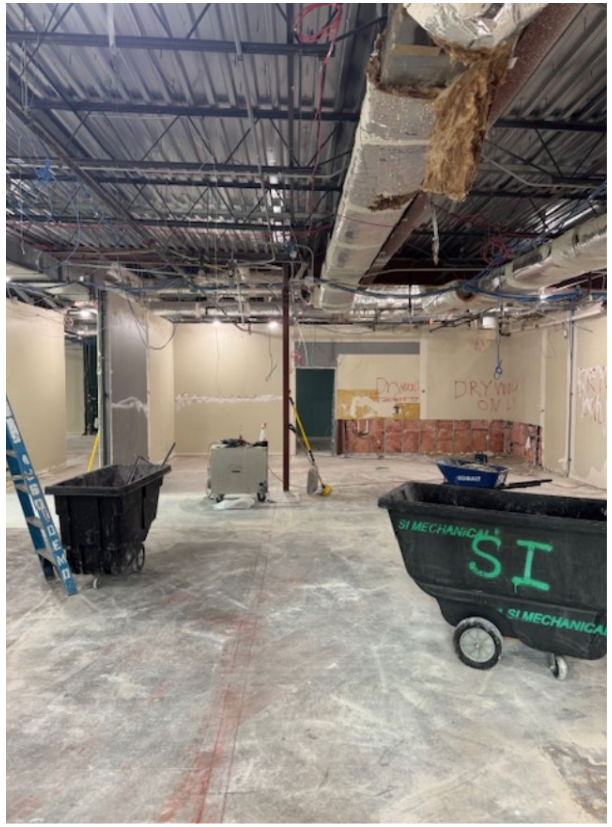
Complete
2025-26 School Year

- Area D & E Demolition is complete.
- New HVAC is being installed.
- New suspended ceiling grid is being installed.
- New CAT 6 and new voltage wire is installed.

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Dripping Springs High School



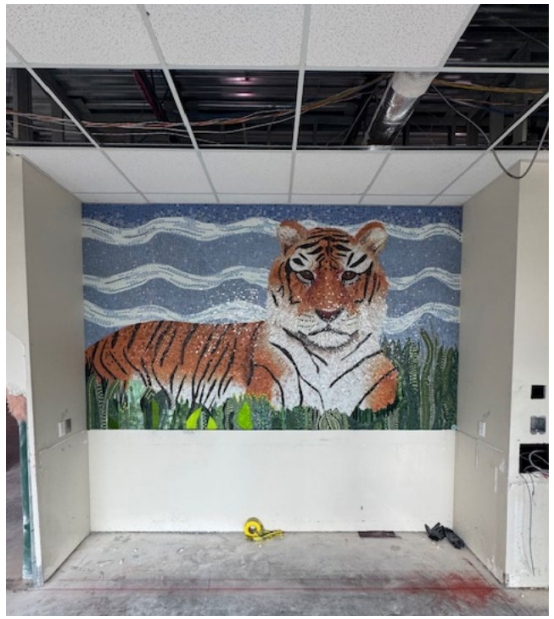


Estimated Project Timeline

Design Development
2023

Construction
Summer 2024-25

Complete
2025-26 School Year



- The administration area demolition is complete.
- Front foundation work has started for new reception.
- Foundation is cut for new plumbing.
- Portables & support system are being installed from SSMS.

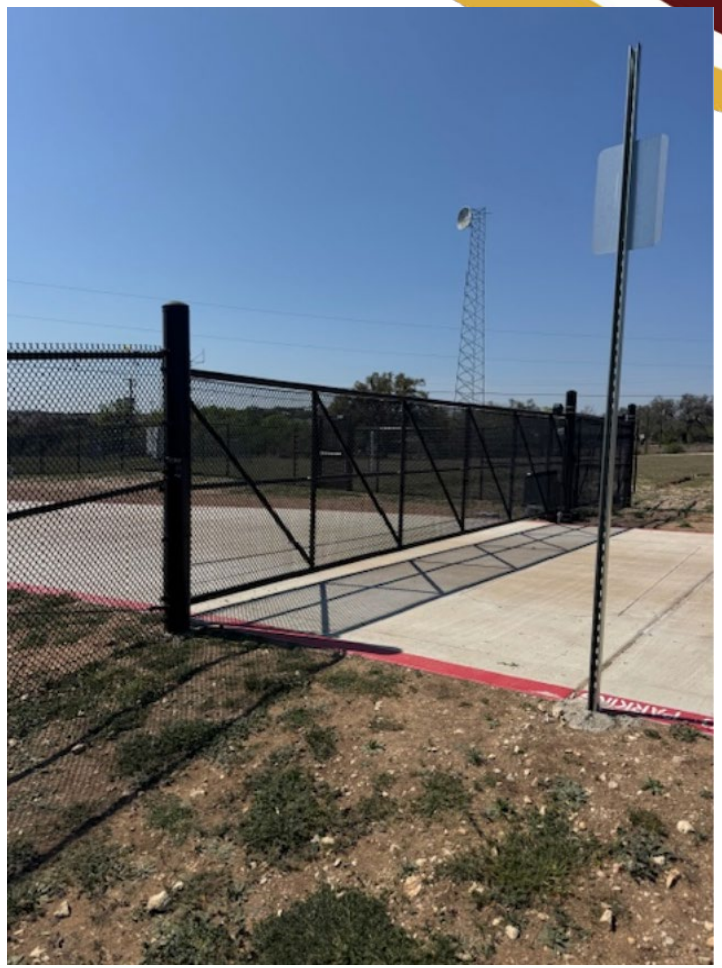
472

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Fencing







- We are finished installing new TEA fencing at WSES & DSES.
- We have conducted boundary surveys.
- We are starting DSHS and DSMS.
- We plan to begin punch work soon and verification with Sirenna.

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Future Projects & Land Acquisitions

Summer 2025 construction projects:

- DSES 2nd summer phase
- DSMS 2nd summer phase
- SSES flooring
- RSES security upgrades
- DSHS security upgrades/roofing



Future School Sites

DSISD is currently in discussions with various developments about potential school site option.

18+ Site Update

Sites continue to be investigated.

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Dripping Springs
INDEPENDENT SCHOOL DISTRICT

Dripping Springs
INDEPENDENT SCHOOL DISTRICT

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Human Resources Report

☒ Reports ☐ Discussion ☐ Consent ☐ Action

Presenter: Chief Human Resources Officer, Linda Hall

Motion Language: N/A

Policy: N/A

Background: The monthly HR Board Report keeps Board Members apprised of new staff, transfers, separations, risk management in the workplace (reports of injury, background checks, etc.), and monthly HR Department activities.

Attachments: HR Report for June 2025

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
- ☐ We will create pathways for access to resources and programs for all students to support their personal well-being and growth.
- ☒ We will strategically recruit, hire, develop, and retain quality staff who can effectively fulfill our highest hopes for our students.
- ☐ We will enhance and align communication and engagement strategies to build and support relationships with parents, businesses, and our community.
- ☐ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs Independent School District

Human Resources Department

June 2025 UPDATE

Recruitment Highlights

On June 5th, Dripping Springs ISD hosted its first Special Education Job Fair to recruit aides, teachers, and substitutes to support our district's special education programs. The event provided a valuable opportunity to meet with potential candidates, conduct on-the-spot interviews, and share information about the district's commitment to serving students with diverse needs.





2025 DSISD Teacher Job Fair Calendar

June 5 - DSISD Special Ed Fair

June 9 - Central Texas Association of School Personnel Administrators (CTASPA) Job Fair

STAFFING

New Staff (2024-2025)

Name	Position	Former Employer	Replaced
Mariem Fisher	Bus Aide	Orthopedic Specialists of Austin	Mia Rogers
Darrell Metcalf	Bond Project Manager	Del Valle ISD	James Conkle
Lesly Vargas	District PEIMS Specialist	IDEA	Jennifer Haddad

New Staff (2025-2026)

Name	Position	Former Employer	Replaced
Isabella Acosta	LSSP	Assessment Intervention Mgmt.	Carrie Prestwood
Nell Anderson	DSHS Art Teacher	Comal ISD	Jay Bates
Katelyn Armatys	WWE 2nd Grade Teacher	Waller ISD	New Position
Bethany Blair	DSHS Math Teacher	Hays CISD	David Jaime
Amy Buntin	RSE 5th Grade Teacher	Eanes ISD	Sara Meyette
Sarah Butterfield	WWE 1st Grade Teacher	Princeton ISD	Donna Beckley
Donna Clark	DSE SpEd Aide	Hays CISD	Desiree Alvarez
Nina Cliff	WWE 3rd Grade Teacher	Howard Co. Public Schools	New Position
Linsey Crews	CSE 4th Grade Teacher	DSISD Substitute	Rebecca Hutchinson
Mara Counts	DSHS Math Teacher	Univ. or Nebraska - Lincoln	Anna Schulmeyer
Scott Dean	DSHS Math Teacher	Cayman Island International School	Brent Toups
Melanie Dykhoff	SSMS Counselor	Lake Travis ISD	La'Donna Caroselli
Kelsey Few	RSE 3rd Grade Teacher	Marble Falls ISD	Sarah Apple
Gianna Di Girolamo-Culbertson	CSE Aide - Pre-K	N/A	Kathryn Garrett
Allie Graham Jones	DSE 2nd Grade Teacher	Melissa ISD	Bridget Roberts
Christie Grisham	SSE 5th Grade Teacher	Eanes ISD	New Position
Daniela Guedes Penna	WWE Aide - Pre-K	N/A	New Position
Rachel Guzman	RSE Assistant Principal	Blanco ISD	Melissa Oliver
Kristen Hager	DSMS Social Studies Teacher	White Settlement ISD	Paige Frontera
Kristen Hohnerlein	WWE SpEd Aide	Acorns to Oaks Preschool	Repurposed Position
Shelby Hutson	RSE 1st Grade Teacher	Navarro ISD	Katie Scott
Amanda Immler	SSE 5th Grade Teacher	Northside ISD	Delaney Smith
Elisabeth Jackson	WWE 1st Grade Teacher	Austin ISD	New Position
Tawnya Johns	SSMS Social Studies Teacher	NYOS Charter School	Sheila Bermudez
Chandice Karver	WWE SpEd Aide	Playa Bowls	Repurposed Position
Marlo Mattioli	WWE 3rd Grade Teacher	Round Rock ISD	New Position
McKenna King	DSHS Choir Director	Shepherd of the Hlls Christian Church	Courtney Aguilar

Annie Massey-Bouckley	Speech/Language Pathologist	Lake Travis ISD	Lauren Cordero
Paige McCaskill	LSSP	Eanes ISD	Sarah Pogue
Beth Peterson	DSE Aide - PreK	Keller Williams Realty	Marso Badger
Jordan Phelps	SSMS Social Studies Teacher	Hays CISD	Kristin Wright
Jamie Rainey	DSHS ELA Teacher/Asst. Cheer Coach	Copperas Cove ISD	Rachel Server
Mary Ritchie	DSE SpEd Aide	DSISD Substitute	Virginia Perez
Andrea Rivera	DSHS CTE Health Science Teacher	Lake Travis ISD	Lew Colborne
Austin Rosales Kneubuhl	DSHS Security Monitor	US Navy	Thomas Morrow
James Sheridan	SSMS Elective Teacher	Leander ISD	Cassandra Martinez
Sara Springer	WWE 1st Grade Teacher	Austin ISD	New Position
Tiffany Stewmon	CSE Part-Time Receptionist	DSISD Substitute	Andrea Guidry
Haley Thames	DSHS Spanish Teacher	Northside ISD	Celia Christie
Jordyn Turner	CSE 5th Grade Teacher	Jordan School District	Ashley Jones
Kimberly Van Epps	WSE 4th Grade Teacher	St. Mary's Catholic School	Dee Ann Clark
Perla Walker	WWE 5th Grade Teacher	Dept. of Defense Education Activity	New Position

Transfers (2024-2025)

Name	New Position	Former Position	Replaced
Gina Morton	Community Education Coordinator	Kids Club Site Coordinator	Misty Hurlbut

Transfers (2025-2026)

Name	New Position	Former Position	Replaced
Susan Bridgers	Part-Time Child Care Provider	Lead Child Care Provider	Sandra Smith
Landry Case	CSE 2nd Grade Teacher	CSE SpEd Aide	Michael Lins
Lauren Danaher	WWE 2nd Grade Teacher	SSE Dyslexia Teacher	New Position
Joe Davis	Behavior Specialist	DSHS SpEd Teacher	Jesse Engstrom
Jennifer Haddad	WWE PEIMS Specialist	District PEIMS Specialist	New Position
Janet Jackson	SSMS SpEd Teacher	RSE SpEd Teacher	Carrie Smith
Carol La Barre	DSMS Admin Assistant I - Counselor	DSMS SpEd Aide	Vickey Cruz
Arthur Martinez	RSE Music Teacher	SSE Music Teacher	Brooke Szymusiak

Kristal Martinez-McIntosh	WWE SpEd Aide	DSE SpEd Aide	Lindsey Mitchell
Sandra Smith	Child Care Provider Substitute	Part-Time Child Care Provider	Laura Rogers
Candace Torres	504 Coordinator	SSMS SpEd Teacher	Karin Edwards
Laura West	WWE Receptionist	DSISD Substitute	New Position

Separations from Employment (2024-2025)

Name	Position	Effective Date
Brian Brookhart	DSHS Assistant Principal	5/23/2025
Richard Wascher	RSE SpEd Aide	5/23/2025

End of Year Resignations

Name	Position	Effective Date
Ann Astrin	WSE 1st Grade Teacher	5/28/2025
Robert Bowden	Bus Monitor	5/23/2025
Coy Branscum	DSHS Theatre Director	5/28/2025
John Dahill	DSHS SpEd Teacher	5/28/2025
Norma De Leon	CSE Lunch Monitor	5/23/2025
Rebecca Fahey	DSHS Admin Assistant I - Assistant Principal	5/28/2025
Gilbert Figueroa	RSE Site Coordinator	5/28/2025
Christi Hairston	WSE 1st Grade Teacher	5/28/2025
Caron Koftan	DSE SpEd Teacher	5/28/2025
Erica Lovchik	DSHS SpEd Teacher	5/28/2025
Megan McCall	WSE SpEd Teacher	5/28/2025
Molly McFee	CSE Art Teacher	5/28/2025
Michelle Nickells	DSHS Attendance Clerk	5/28/2025
Catherine Phillips	DSMS Theatre Teacher	5/28/2025
Samantha Quisenberry	DSE SpEd Teacher	5/28/2025
Grace Raborn	WSE Lunch Monitor	5/23/2025
Michal Rivers	CSE SpEd Teacher	5/28/2025
Tamarie Sayger	WSE Music Teacher	5/28/2025

William Schubert	Bus Driver	5/23/2025
Elizabeth Shuman	SSE Kids Club Staff Worker	5/22/2025
Jessica Sigur	CSE Assistant Principal	6/4/2025
Robert Spear	SSMS SpEd Aide	5/28/2025
Melissa Spozio	DSHS Assistant Principal	6/4/2025
Brooke Szymusiak	RSE Music Teacher	5/28/2025
Maria Tubb	CSE Child Nutrition Specialist	5/29/2025
Carl Waits	Bus Driver	5/23/2025
Brooke Wehlmann	WSE 3rd Grade Teacher	5/28/2025
Amy Wierzbowski	DSHS Math Teacher	5/28/2025
Mary Wittman	SSE/SSM Child Nutrition Manager	5/28/2025

RISK MANAGEMENT DATA

Background Checks Conducted	
Number of Employees fingerprinted	20
Number of Employees fingerprinted by DSISD	9
Number of Employees subscribed to in the FACT Clearinghouse	21
Number of DPS Name Search Background Checks	2
Workers' Compensation Submissions	
Number of First Reports of Injury submitted	6
Number of Medical Only Reports submitted	2
Number of Missed Time Reports submitted	0

BOARD ITEM SHEET

Regular Meeting Date: June 23, 2025

Agenda Item: Superintendent Report

☒ Reports ☐ Discussion ☐ Consent ☐ Action

Presenter: Superintendent, Holly Morris-Kuentz

Motion Language: N/A

Policy: N/A

Background: Monthly Superintendent Report detailing our attorney and legal fees, property notifications, grants received and any out of state student travel.

Attachments: Superintendent Report for June 2025

Goals:

- ☐ We will ensure students possess the skills to confidently solve problems, communication effectively, adapt, lead and innovate to be prepared for their future.
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- ☒ We will effectively and efficiently manage operational, programmatic and fiscal compliance.

Dripping Springs Independent School District

Superintendent's Office

JUNE 2025 UPDATE

Legal Fees

Notifications

- None

Out of State Travel

- DSHS Wrestling
  33rd Annual Union / Pryor Ice Fighter Open Wrestling Tournament
  November 21-23, 2025
  Tulsa, OK

DSISD

LEGAL FEES SUMMARY

LAW FIRM	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Walsh Gallegos	254,596.30	173,437.01	281,632.80	422,636.24	261,165.08	241,694.45	148,640.04	100,123.03
Powell & Leon	4,008.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Norton Rose Fulbright	48,967.75	533,623.08	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	***307,572.75***	***707,060.09***	***281,632.80***	***422,636.24***	***261,165.08***	***241,694.45***	***148,640.04***	***100,123.03***
Business Matters	25,920.69	57,948.42	73,605.89	114,587.06	55,570.89	27,052.77	56,419.20	52,284.73
Student Matters	79,890.61	26,703.65	95,798.50	79,409.80	76,892.82	51,831.15	6,225.00	134.00
Employee Matters	8,173.56	19,437.63	441.00	8,685.38	9,100.59	18,359.45	14,134.55	1,641.50
PIAs/Subpoenas	35,351.14	27,714.02	12,025.35	21,125.52	9,246.40	13,558.75	12,163.40	15,994.50
Grievances/Complaints	43,176.47	8,197.88	13,062.47	19,981.67	43,787.23	30,175.93	45,178.14	20,184.00
Covid	0.00	0.00	0.00	26,815.18	0.00	0.00	0.00	0.00
Other	15,735.84	23,652.66	61,011.83	139,614.63	55,235.95	94,716.40	0.00	770.50
Retainer	6,000.00	6,000.00	12,759.46	6,675.00	8,081.20	6,000.00	6,000.00	6,000.00
Policy/Procedures/Training	8,162.28	2,353.20	12,928.30	5,742.00	3,250.00	0.00	8,519.75	3,113.80
Commissioner Complaints	22,417.21	59.00	0.00	0.00	0.00	0.00	0.00	0.00
Bond Election	0.00	31,970.05	0.00	0.00	0.00	0.00	0.00	0.00
Bond Election Contest	62,744.95	394,218.58	0.00	0.00	0.00	0.00	0.00	0.00
Bond Issuance	0.00	108,805.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	***$307,572.75***	***$707,060.09***	***$281,632.80***	***$422,636.24***	***261,165.08***	***241,694.45***	***148,640.04***	***100,123.03***

OUT-OF-STATE STUDENT TRAVEL REQUEST

This form must be signed by your Principal and the Superintendent and then attached to the Student Travel Request (the Business Office will not accept Student Travel Requests without this form if out-of-state travel is being requested).

Who:
DSHS Wrestling

What:
Wrestling Tournament

When:
Saturday, November 22nd (We will go up the day before and come back Sunday.)

Where:
Tulsa, Oklahoma

Purpose:
Get tough competition. Every team that finished ahead of us at state this year goes out of state to get tough matches, the best ones multiple times.

Transportation:
Bus

Chaperones:
Joe Kirksey & Eric Koontz

Trip Funding:
Activity acount for hotel and meals

Impact on Instructional Time:
We will miss school on Friday to travel. (If we stayed and went to our usual tournament, we would still miss school Friday, though.)

Requestor's Name:
Joe Kirksey

Please include an itinerary as well as any other supporting documentation.

Principal Approval: Angela Gomez **Date:** 5-19-25

Supt. Approval: **Date:** 5-20-25

Trip Itinerary

Friday, November 21st, 2025

- Leave DSHS around 9AM
- Get to Tulsa around 6PM
- Check in at hotel and eat dinner

Saturday, November 22nd, 2025

- Weigh in at 6AM
- Wrestling starts at 9AM
- Wrestling finishes around 6:30PM
- Go out to dinner

Sunday, November 23rd, 2025

- Leave Tulsa around 7AM
- Get back to Dripping Springs around 4PM

33rd Annual Union / Pryor IceFighter Open Wrestling Tournament

Hosted by: UNION

DATE:	**Saturday, November 23rd, 2024**
LOCATION:	**UMAC** (Union Multipurpose Activity Center)
ADDRESS:	**6836 S. Mingo Road Tulsa, OK 74133**
ADMISSION:	**$10 Adults, $5 Kids (6 & under free)**
WEIGH-IN:	**6:00 – 7:00 am UMAC**
ENTRY FEE:	**Pre-Registered: $35.00 (NO *walk-ins*)** (Must Register and pay online) Teams may pay by PO/check please notify us. ***Please make checks payable to: UWBC***
START TIME:	**9:00 AM (14 mats) (Tournament will be ran on 14 Mats / 6:30 PM tentative completion time based on last year numbers)**
REGISTRATION:	http://www.trackwrestling.com/registration/TW_Register.jsp?tournamentGroupId=252669132

Girls: Weight Allowance: +3 lb. all divisions
HS: 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 155, 170, 190, 235.
JH: 73, 82, 89, 96, 102, 110, 117, 126, 138, 145, 155, 165, 180, 200
6/7th: 73, 82, 89, 96, 102, 110, 117, 126, 138, 145, 155, 165, 180, 200

Boys: Weight Allowance: +3 lb. all divisions
HS: 106, 113, 120, 126, 132, 138, 144, 150, 157, 165, 175, 190, 215, 285
JH: 80, 86, 92, 98, 106, 112, 119, 126, 132, 140, 155, 170, 195, 285
6/7th: 73, 80, 86, 92, 98, 106, 112, 119, 126, 132, 140, 155, 170, 195, 285

Blind draw bracketing. HS, JH, Medals for top 4 placers. **Wrestlers must meet OSSAA academic eligibility requirements**. **Shoelaces must be taped, and headgear must be worn**. Coaches must bring to weigh-in the **alpha sheet** for your team. ***This is an OSSAA sanctioned tournament.***

Contact: Danny Jefferson
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Contact: Shae Jefferson
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Sponsored by: Restoration 1 and Local Bank





Dripping Springs
INDEPENDENT SCHOOL DISTRICT

2025-2026 Board Meeting Dates

AGENDA REVIEW MEETINGS Mondays, 2:00 PM	REGULAR BOARD MEETINGS Mondays, 6:00 PM
August 18, 2025	August 25, 2025
September 15, 2025	September 22, 2025
October 20, 2025	October 27, 2025
	November 17, 2025
	December 15, 2025
	January 26, 2026
	February 23, 2026
	March 30, 2026
April 20, 2026	April 27, 2026
May 11, 2026	May 18, 2026
June 15, 2026	June 22, 2026