



International Leadership of Texas, Inc.

January 17, 2024 Regular Board Meeting

Date and Time

Wednesday January 17, 2024 at 6:15 PM CST

Board of Directors of International Leadership of Texas

Meeting Notice & Mission Statement

In compliance with the Texas Open Meetings Act (TOMA), Texas Government Code Ch. 551, timely public advance written notice (at least 72 hours before the scheduled time of the meeting) is given of the subjects to be considered by the Board of Directors of International Leadership of Texas (the "Board") and the Board will convene a Regular Open Meeting of the Board on the date and time set forth herein. The meeting will take place at 2021 Lakeside Blvd., Richardson, TX 75082. Members of the public may watch the meeting via the link <https://zoom.us/j/801651349> or via a link posted on the ILTexas.org website (click the button "Board Meetings" to view any updates to this Notice).

To speak at the meeting, please send your name to board@iltexas.org, 24-Hours in advance of the noticed meeting time, so that we may promote you to a panelist. This will allow you to speak with our board members. It is the intent of the Board to have a quorum physically present at the above address. Board Members not physically present may participate by live two-way video and audio feed in accordance with the TOMA. If a quorum of the Board cannot be physically present at the above address, it is the intent to have the presiding officer physically present at the above address.

The Board hereby certifies that this notice was posted on a bulletin board, or on something akin thereto, or at a place readily accessible and convenient to the public at 2021 Lakeside Blvd., Richardson, TX 75082, as well as online at www.ILTexas.org. In person attendance is also accessible at the address listed immediately above. The items on this Agenda may be addressed by the Board in any order. The mission of ILTexas is to prepare

students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

/s/ Catherine Barrera, For ILTexas' Board

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:15 PM
Opening Items			
A. Record Attendance and Guests			5 m
B. Call the Meeting to Order			2 m
II. Approve Minutes of Prior Meetings			6:22 PM
A. Approve Minutes of December 13, 2023 Regular Board Meeting	Approve Minutes		3 m
III. Public Speakers			6:25 PM
A. Members of the public wishing to speak:	FYI		2 m
IV. Superintendent-CEO Report and Information Items			6:27 PM
A. Superintendent Report Construction Update	FYI	Eddie Conger	15 m
V. Board Committee Reports			6:42 PM
A. Report from Finance and Audit Committee	Discuss	Tracy Cox	5 m
VI. Board Items for Discussion/Action			6:47 PM
A. Discuss/Approve December Financials	Vote	Michael White	5 m
B. Discuss/Approve Resolution re 2024 Bond Offering			5 m

	Purpose	Presenter	Time
	<ul style="list-style-type: none"> Consider/Take Action on resolution AUTHORIZING A BORROWING FROM THE CLIFTON HIGHER EDUCATION FINANCE CORPORATION TO FINANCE AND REFINANCE EDUCATIONAL FACILITIES; APPROVING THE ISSUANCE OF BONDS; DELEGATING AUTHORITY TO APPROVE THE TERMS OF THE BONDS, EFFECT THE SALE, ISSUANCE AND DELIVERY OF BONDS AND EXECUTE AND DELIVER DOCUMENTS RELATED THERETO; AND CONTAINING OTHER RELATED MATTERS 		
C.	Discuss/Approve Resolution Not to Employ Chaplains pursuant to SB 763		5 m
	Consider/Take Action to approve Resolution Not to Employ Chaplains under SB 763		
VII.	Executive Session		7:02 PM
A.	Authorization	FYI	20 m
	Closed Session for any and all reasons permissible by Texas Law, including, but not limited to, Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.075, 551.076, 551.082, 551.083, 551.084, pertaining to any item listed on this agenda, as permitted by applicable law.		
	Discussion of Intruder Detection Audit Report Findings		
B.	Consult with Attorney Pursuant to Government Code 551.071	Discuss	
	Consultation with counsel regarding pending litigation.		
VIII.	Consent Agenda		7:22 PM
A.	Items for Approval	Vote	10 m
	01. Approve/Ratify Contracts December 9, 2023, to January 12, 2024.		
	02. Approve amendment of ILTexas Student Code of Conduct to add an OTC drug Offense and to move marijuana and THC Offenses from Level III to Level IV.		
	03. Approve/Authorize Administration to place an offer, negotiate, and pursue purchase of property at 6901 S. Westmoreland Rd. Dallas, TX 75237.		

	Purpose	Presenter	Time
04.	Approve/Authorize Administration to contract with Raba Kistner for Construction Materials Testing (CMET) services at Arlington-Grand Prairie HS in the amount of \$187,229.90 and not to exceed \$205,000 with change orders.		
05.	Approve/Authorize Administration to contract with AW Mechanical for building controls at Richmond K-8 in the amount of \$341,925 and not to exceed \$375,000 with change orders.		
06.	Approve/Authorize Administration to amend contract with Pivot North Architecture for additional architectural construction administration services due to expanded construction schedule for Heritage K-8 for \$75,000.		
07.	Approve/Authorize Administration to amend contract with Pivot North Architecture for additional architectural construction administration services due to expanded construction schedule for Pearland K-8 for \$75,000.		
08.	Approve/Authorize Administration to amend contract with Pivot North Architecture for additional architectural construction administration services related to Phase 8 remodel plans at Windmill Lakes-Orem HS not to exceed \$100,000.		
09.	Approve/Authorize Administration to contract with Pivot North Architecture for additional architectural services for Aggieland HS portable pursuant to procurement for professional services with estimated fees of \$8,000.		
10.	Approve/Authorize Administration to contract with Pivot North Architecture for additional architectural services for Liberty HS portables at MSG Ramirez K-8 pursuant to procurement for professional services with estimated fees of \$8,000.		

IX. Board Items For Action, Including Items Pulled From Consent Agenda, If Any

X. Closing Items		7:32 PM
A. Adjourn Meeting	Vote	3 m

Coversheet

Approve Minutes of December 13, 2023 Regular Board Meeting

Section: II. Approve Minutes of Prior Meetings
Item: A. Approve Minutes of December 13, 2023 Regular Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for December 13, 2023 Regular Board Meeting on December 13, 2023



International Leadership of Texas, Inc.

Minutes

December 13, 2023 Regular Board Meeting

Date and Time

Wednesday December 13, 2023 at 6:15 PM

Board of Directors of International Leadership of Texas

Meeting Notice & Mission Statement

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Richardson, TX 75082, as well as online at www.ILTexas.org. In person attendance is also accessible at the address listed immediately above. The items on this Agenda may be addressed by the Board in any order. The mission of ILTexas is to prepare students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

/s/ Catherine Barrera, For ILTexas' Board

Directors Present

Andrew Carr (remote), Brian Beaudreault (remote), Dr. Lynne Beach, Gabriela Smith (remote), Marcela Monahan (remote), PETER GUDMUNDSSON, Tracy Cox

Directors Absent

None

Guests Present

Aaron Thorson, Adam Brown, Charles Klein, Donald Day, Dr. Thomas Seaberry, Eddie Conger, Finn Simmenssen, James T. (Tim) Brightman, Joe Hoffer (remote), Kayla Nations-Perkins, Michael White, Veronica Ibarra, William Pilcher

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

PETER GUDMUNDSSON called a meeting of the board of directors of International Leadership of Texas, Inc. to order on Wednesday Dec 13, 2023 at 6:15 PM.

II. Approve Minutes of Prior Meetings

A. Approve Minutes of November 15, 2023 Regular Board Meeting

Motion to approve the minutes.

The board **VOTED** unanimously to approve the motion.

B. Financial Integrity System of Texas Report

III. Appeal of Expulsion of Student

A. Appeal of Expulsion of Student

Gabriela Smith made a motion to uphold the decision.

Marcela Monahan seconded the motion.

The Board entered Closed Session to hear the appeal at 6:24 p.m. and returned to Open Session at 7:17 p.m., having made no decisions and having conducted no votes while in Closed Session.

The board **VOTED** to approve the motion.

Roll Call

Dr. Lynne Beach	Aye
Brian Beaudreault	Aye
PETER GUDMUNDSSON	Aye
Tracy Cox	Aye
Andrew Carr	Abstain
Gabriela Smith	Aye
Marcela Monahan	Aye

IV. Superintendent-CEO Report and Information Items

A. Superintendent Report

Superintendent-CEO Eddie Conger reported to the Board.

- Deputy Superintendent of School Leadership Dr. Thomas Seaberry briefed the Board on college admissions
- Senior Executive Director of Construction Charles Klein briefed the Board on construction projects

V. Executive Session

A. Authorization

B. Consult with Attorney Pursuant to Government Code 551.071

The Board entered Executive Session at 7:35 p.m. and returned to Open Session at 8:05 p.m., having made no decisions and having conducted no votes while in Executive Session.

VI. Consent Agenda

A. Items for Approval

Tracy Cox made a motion to approve the Consent Agenda.

Dr. Lynne Beach seconded the motion.

The board **VOTED** unanimously to approve the motion.

VII. Board Items For Action, Including Items Pulled From Consent Agenda, If Any

A. Consider/Act on November 2023 Financial Report.

Dr. Lynne Beach made a motion to approve the Report.
Tracy Cox seconded the motion.
CFO Michael White reported to the Board.
The board **VOTED** unanimously to approve the motion.

B. CONSIDER/ACT ON SUPERINTENDENT EVALUATION, COMPENSATION AND CONTRACT

Tracy Cox made a motion to extend the contract as discussed in executive session.
Dr. Lynne Beach seconded the motion.
The board **VOTED** unanimously to approve the motion.

VIII. Closing Items

A. Adjourn Meeting

Dr. Lynne Beach made a motion to adjourn.
Tracy Cox seconded the motion.
The board **VOTED** unanimously to approve the motion.
There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:07 PM.

Respectfully Submitted,
Finn Simmens

Documents used during the meeting





- 2023_11_15_board_meeting_minutes.pdf
- 2022-23 FIRST RATING PRESENTATION.pptx
- ILTexas Construction Updates 12.13.23 Packet.pptx
- ILTexas Construction Updates 12.13.23 Packet.pdf
- NOVEMBER 2023 FINANCIAL REPORTS.pdf
- 1. Contracts to be Ratified 11.4.2023-12.8.2023.pdf
- 2. Consider Potential Delegation of Authority.pdf
- 3. ILT Richmond K8 Final Furniture Quote Q8505 121223.pdf
- 3a.7996 - ILT - Richmond K-8_Library & Music Rms_12.05.23.pdf
- 3b. 7996 - ILT - Richmond K-8_Overall FP_36x48_12.08.23.pdf
- 4. Lease Proposal - Park Place Plaza.pdf
- PSF Application Resolution.pdf

Coversheet

Discuss/Approve December Financials

Section:	VI. Board Items for Discussion/Action
Item:	A. Discuss/Approve December Financials
Purpose:	Vote
Submitted by:	
Related Material:	ILTexas FS 2024-12.pdf

ILTexas Board Report – December 2023

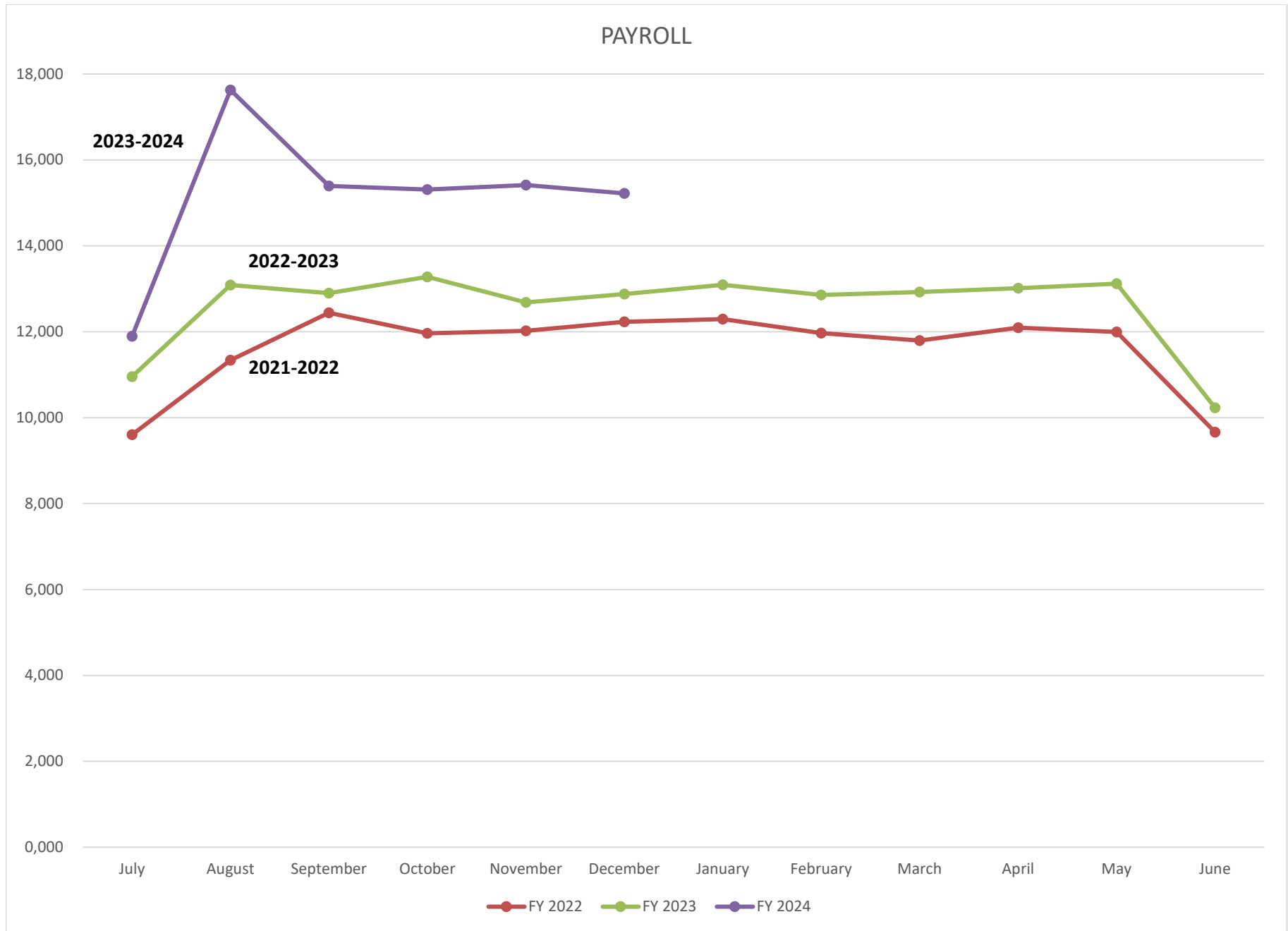
Key Ratios / Indicators	Results	Status	Notes
Days Cash on Hand Operating Expenses per day	101.9 \$794,898		Goal = 120 Days Bonds = 45 Days FIRST > 40 Days
Debt Service Coverage Ratio	1.41		Minimum = 1.10 Goal = 1.50
D/E Ratio DS % of Revenue	11:1 14.0%		Goal = 14%
Current Enrollment (as of 12/31/23)	22,811		Goal = 23,000

Treasury

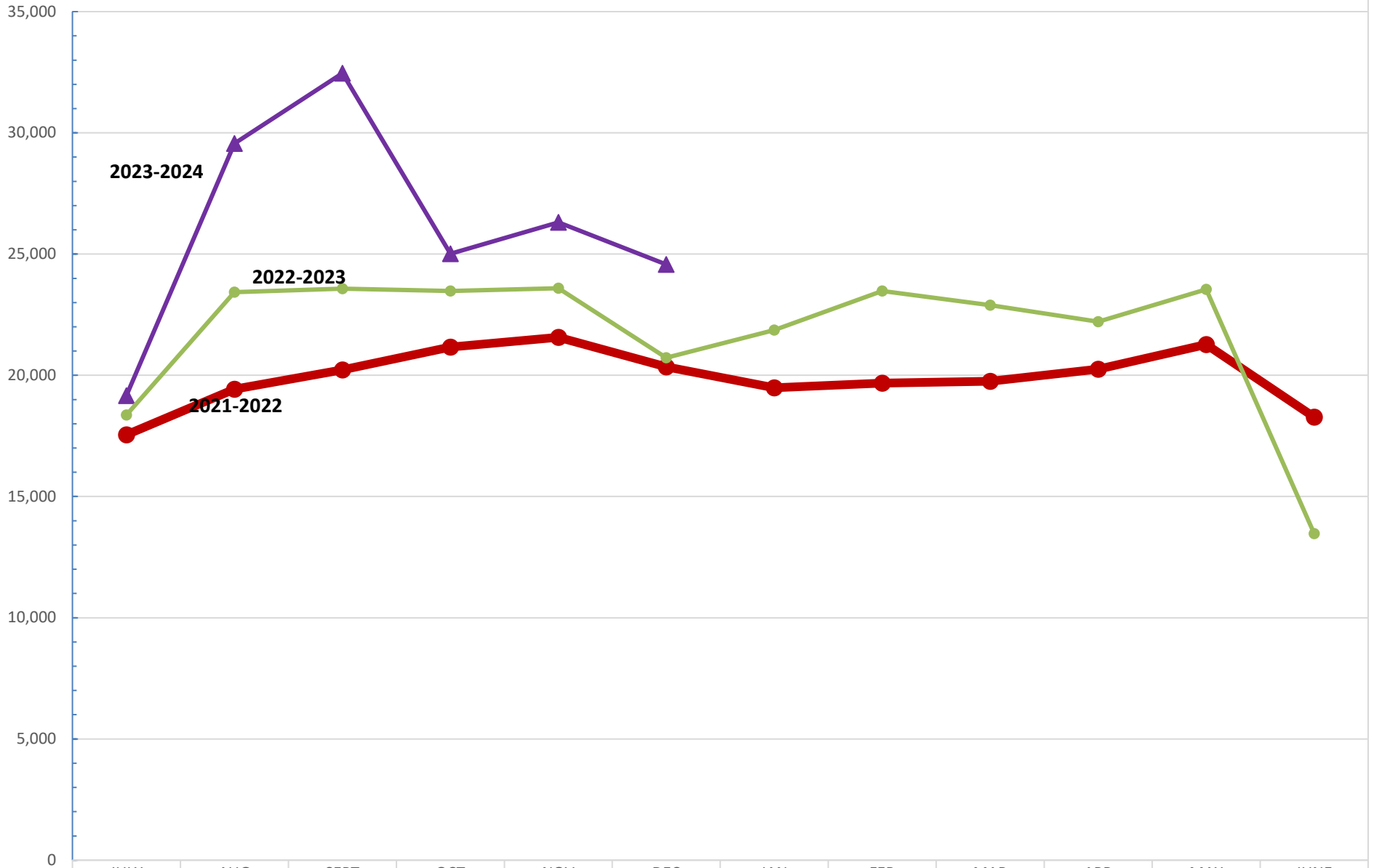
- PNC Bank 37,856,274
- Texas Capital 41,060,769
- Commerce 2,031,081
- TexPool 58,700
- Total Cash \$81,006,823

Other Information

Key Indicators	Final 2023 (Unaudited)	2024 Budget	YTD 2024	YTD % of Budget
Revenue	\$278,594,850	\$321,107,103	\$159,105,289	49.55%
Expenses	\$260,602,603	\$303,372,240	\$156,835,368	51.70%
Net Income	\$17,992,246	\$17,734,863	\$2,269,921	



TOTAL MONTHLY EXPENSES



2023-24	19,163,923	29,558,614	32,459,215	25,013,281	26,307,287	24,574,768						
2021-22	17,545,456	19,431,050	20,223,732	21,162,645	21,566,556	20,348,761	19,482,747	19,681,702	19,750,772	20,254,729	21,270,136	18,280,852
2022-2023	18,359,633	23,427,940	23,570,810	23,475,979	23,590,261	20,721,220	21,862,713	23,475,819	22,890,813	22,209,775	23,545,969	13,471,672

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

Financial Summary

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Year-to-Date
	2023-2024	2023-2024	2023-2024	2023-2024	2023-2024	2023-2024	2023-2024
Total Ending Cash	\$ 66,028,189	\$ 23,616,938	\$ 81,913,893	\$ 76,461,752	\$ 76,836,855	\$ 81,006,823	
<i>Days Cash (excl. Bond Int. Fund)</i>	115.9	32.1	99.3	94.7	95.4	101.9	
Bond Project Fund	-	-	-	-			
Lease & Notes Payable							
\$60 million PNC Revolver			10,000,000	20,000,000	35,000,000	50,000,000	
\$60 million TCB Revolver	30,000,000		60,000,000	60,000,000	60,000,000	60,000,000	
Revenues	\$ 21,624,074	\$ 29,356,403	\$ 30,563,554	\$ 26,296,364	\$ 26,059,004	\$ 25,205,890	\$ 159,105,289 100%
Less Expenses:							
Payroll Costs	11,892,619	17,628,726	15,393,914	15,310,611	15,412,492	15,222,423	90,860,784 57%
Other Operating	2,287,578	7,247,024	12,700,956	4,586,027	5,778,153	4,236,667	36,836,405 23%
Interest & Amort.	3,150,215	2,617,654	2,333,475	3,090,137	3,090,137	3,090,137	17,371,754 11%
Depreciation	1,833,511	2,065,211	2,030,871	2,026,506	2,026,506	2,025,541	12,008,145 8%
Other Gain (Loss)							
Change in Net Assets	2,460,151	(202,211)	(1,895,661)	1,283,082	(248,283)	631,122	2,028,201
Add Back							
Depreciation	1,833,511	2,065,211	2,030,871	2,026,506	2,026,506	2,025,541	12,008,145
Interest & Amort.	3,150,215	2,617,654	2,333,475	3,090,137	3,090,137	3,090,137	17,371,754
EBIDA	\$ 7,443,877	\$ 4,480,654	\$ 2,468,685	\$ 6,399,725	\$ 4,868,360	\$ 5,746,800	\$ 31,408,100
Total Liabilities	717,062,714	688,378,041	770,939,029	770,261,691	779,023,156	793,989,837	
Total Net Assets	70,101,648	69,899,437	68,003,776	69,287,397	69,040,930	69,779,411	
D/E	10 : 1	10 : 1	11 : 1	11 : 1	11 : 1	11 : 1	
Net Assets Percent	8.9%	9.2%	8.1%	8.3%	8.1%	8.1%	
Interest = % of Revenue (YTD)	14.6%	11.3%	9.9%	10.4%	10.7%	10.9%	
Bond Cash Interest	\$ 2,897,510	\$ 2,535,089	\$ 2,287,309	\$ 3,043,970	\$ 3,043,970	\$ 3,043,970	\$ 16,851,818
Bond Principal	860,195	860,195	860,195	860,195	860,195	860,195	5,161,170
Other Debt Interest	206,539	36,399	-	-	-	-	242,938
Other Debt Principal	-	-	-	-	-	-	-
Cash Debt Service*	\$ 3,964,244	\$ 3,431,683	\$ 3,147,504	\$ 3,904,165	\$ 3,904,165	\$ 3,904,165	\$ 22,255,926
D-S Coverage (YTD)	1.88	1.61	1.37	1.44	1.40	1.41	
D-S % of Revenue (YTD)	18.3%	14.5%	12.9%	13.4%	13.7%	14.0%	

* Excludes optional pre-payments

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Unaudited
	FY2024	FY2024	FY2024	FY2024	FY2024	FY2024	FY 2024
Total Local Support	127,111	870,779	451,372	193,742	2,452,309	1,846,952	5,942,266
Total State Funds	18,641,205	17,962,409	23,252,188	20,235,589	21,078,449	20,193,982	121,363,822
Federal Program Revenues							
Title I/II/III+Immigrant/IV/IDEAB	1,373,992	1,089,323	1,314,880	457,403	1,003,078	2,309,093	7,547,768
Carl Perkins Grant	10,611	58,212	6,458	7,206	4,482	36,212	123,182
Teacher Leadership / Cycle 2	-	-	-	-	-	-	-
Instructional Continuity Grant	-	-	-	-	-	-	-
TCLAS / ESSER	8,398	-	1,686	-	-	-	10,084
TCLAS / ESSER GR	-	-	-	-	-	-	-
ESSER II	1,405,063	-	4,179,293	4,079,671	253,346	-	9,917,373
ESSER III	-	-	-	-	-	-	-
IDEA-B, American Rescue Plan	-	-	-	-	-	-	-
Other Grants	-	8,341,200	-	-	97,940	-	8,439,140
Autism (IL TEXAS) Innovated Services	-	-	27,698	105,738	-	-	133,436
Federal Grant Programs	2,804,087	9,494,263	5,539,383	4,657,707	1,370,171	2,345,305	26,210,916
Child Nutrition	-	932,736	1,276,804	1,167,114	1,108,486	756,404	4,999,834
Health+Related Svc (SHARS)	13,479	13,358	2,794	-	-	-	29,631
JROTC	38,192	82,857	41,013	42,211	49,589	63,247	317,109
Total Federal Program Rev.	2,855,758	10,523,214	6,859,995	5,867,033	2,528,246	3,164,956	31,557,490
Total Revenues	\$ 21,624,074	\$ 29,356,403	\$ 30,563,554	\$ 26,296,364	\$ 26,059,004	\$ 25,205,890	\$ 159,105,289
Expenses							% of Total Expenses
11 Instructional	8,178,057	14,977,876	12,731,265	11,582,357	11,378,658	10,941,978	69,790,190 44%
12 Inst. resources & media	101,596	194,036	190,943	136,147	156,080	156,665	935,467 1%
13 Curriculum & inst. staff devel.	772,662	713,301	881,327	747,808	858,618	805,782	4,779,499 3%
21 Instructional leadership	550,327	595,641	448,104	569,116	477,326	377,445	3,017,960 2%
23 School leadership	1,102,992	1,268,776	1,385,673	1,347,716	1,356,423	1,350,276	7,811,856 5%
31 Guidance counseling & eval.	594,261	967,369	984,554	1,024,708	1,383,858	922,612	5,877,362 4%
32 Social work services	11,802	5,827	12,635	12,065	15,134	8,910	66,374 0%
33 Health services	146,206	175,198	184,381	189,120	180,684	174,742	1,050,331 1%
34 Student transportation	145,812	198,860	498,091	286,986	252,414	228,574	1,610,737 1%
35 Food services	100,593	993,560	1,310,045	(78,295)	1,086,333	750,632	4,162,869 3%
36 Extracurricular activities	177,663	194,482	349,731	240,866	172,338	264,636	1,399,716 1%
41 General administration	539,157	908,955	823,435	922,703	808,761	754,085	4,757,097 3%
51 Facilities maintenance & ops.	2,512,749	4,054,747	7,424,189	3,448,427	3,786,034	3,630,895	24,857,040 16%
52 Security and Monitoring	183,383	251,647	344,170	375,918	393,300	297,752	1,846,170 1%
53 Data processing services	666,986	1,100,863	1,960,588	966,013	602,788	624,262	5,921,501 4%
61 Community services	179,240	27,790	34,800	33,373	34,216	32,969	342,388 0%
71 Debt service	3,169,569	2,617,654	2,354,975	3,090,137	3,200,107	3,252,542	17,684,984 11%
81 Fundraising	30,868	312,032	540,307	15,893	24,728	-	923,829 1%
Total Expenses	\$ 19,163,923	\$ 29,558,614	\$ 32,459,215	\$ 24,911,057	\$ 26,167,800	\$ 24,574,758	\$ 156,835,368
Change in Total Net Assets	\$ 2,460,151	\$ (202,211)	\$ (1,895,661)	\$ 1,385,306	\$ (108,796)	\$ 631,131	\$ 2,269,921

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

Expenses by Object Code

		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	ILTexas
		FY 2024	FY 2024	FY 2024	FY 2024	FY 2024	FY 2024	2023-2024
61--	Payroll Costs	11,892,619	17,628,726	15,393,914	15,310,611	15,412,492	15,222,423	90,860,784
		55.0%	60.1%	50.4%	58.2%	59.1%	60.4%	57.1%
6211	Legal Services	5,967	34,180	18,430	39,604	15,357	26,473	140,011
6212	Audit Services	-	35,000	-	35,000	-	-	70,000
6219	Professional Services	-	-	-	-	-	-	-
6220	TUITION PD TO INST/UNIVERSITY	-	-	-	-	-	-	-
6221	STAFF TUITION/RELATED FEES	12,865	7,772	8,039	-	-	-	28,675
6239	ESC Services	4,450	100	14,343	176,248	4,380	-	199,522
6247	Chromebook Fees	(208)	(574)	160	(125)	(88)	(165)	(1,000)
6249	Contracted Maint/Repair	96,988	1,229,857	1,144,151	509,565	459,269	144,162	3,583,993
6254	Internet Services	68,542	(68,110)	28,723	40,435	36,202	27,279	133,070
6255	Cell Phones	9,444	9,794	12,087	9,765	8,414	4,092	53,596
6256	Water/Waste Mgmt	123,945	108,959	187,535	201,178	207,977	178,998	1,008,591
6257	Phone	23,783	106,822	20,006	28,423	23,050	11,787	213,872
6258	Electric	210,234	222,093	323,215	353,092	301,947	384,862	1,795,442
6259	Gas	4,177	2,633	2,849	4,479	13,829	24,431	52,397
6269	Rentals-Op Leases	93,286	106,257	203,056	184,419	124,865	156,824	868,706
6291	Consulting Services	1,200	3,339	6,360	21,244	4,390	1,980	38,513
6297	Security Service/Student	146,612	158,603	211,392	194,527	187,632	187,728	1,086,495
FOOD	Child Nutrition Contr. Svcs.	58,533	842,693	1,195,825	(90,131)	1,071,495	508,050	3,586,465
6299	Misc. Contracted Service	9,517	1,216,817	2,489,668	1,021,236	1,699,855	1,250,819	7,687,913
62--	Professional And Contracted Svcs.	869,336	4,016,234	5,865,838	2,728,959	4,158,573	2,907,321	20,546,260
6311	Fuel	-	15,608	37,819	43,467	43,371	35,280	175,545
6319	Supplies M/O	44,996	136,626	67,224	49,249	63,546	92,176	453,816
6321	Textbooks	581,467	109,150	405,359	57,376	53,433	1,996	1,208,781
6329	Reading Materials	6,980	200,280	181,545	219,535	126,969	11,126	746,435
6339	Testing Materials	1,386	48,600	23,651	5,078	-	7,321	86,036
6344	USDA Commodities	-	49,773	-	-	-	124,831	174,603
6395	IT Repair Equipment	-	-	-	-	-	-	-
6396	Student Credits	-	(21)	-	(158)	(90)	-	(268)
6398	General Expense	1,632	27,179	47,662	35,762	38,555	12,717	163,506
6399	General Supplies	671,644	1,790,244	2,195,251	914,500	825,138	588,512	6,985,289
63--	Other Supplies & Materials	1,308,104	2,377,439	2,958,512	1,325,356	1,150,296	900,142	10,019,849
6411	Employee Travel	25,186	135,250	192,269	161,374	161,580	43,673	719,331
6412	Travel-Students	264	286,054	103,690	48,567	14,705	130,519	583,799
6419	Travel-Non-Emp	-	1,174	(1,174)	1,190	-	-	1,190
6429	Ins/Bonding Costs	65,240	351,186	3,391,853	67,309	1,704	-	3,877,292
6449	Depr Exp	1,833,511	2,065,211	2,030,871	2,026,506	2,026,506	2,025,541	12,008,145
6494	Reclass Transp Exp	-	(4,335)	(6,793)	-	-	-	(11,127)
6495	Memberships And Dues	-	8,320	20,235	200,847	1,855	614	231,871
6498	Campus Discr. Fund	-	9,038	18,304	5,764	7,058	4,835	44,999
6499	Misc Op Costs	94	66,665	136,723	46,661	172,411	87,157	509,711
64--	Other Operating Expenses	1,924,294	2,918,562	5,885,977	2,558,218	2,385,819	2,292,340	17,965,211
6521	Interest on Bonds	2,979,047	2,616,626	2,368,846	3,125,507	3,125,507	3,125,507	17,341,039
6522	Capital Lease Interest	-	-	-	-	-	-	-
6523	Interest on Other Debt	206,539	36,399	-	-	-	-	242,938
6524	Amort. Bond Issue Costs	46,166	46,166	46,166	46,166	46,166	46,166	276,999
6525	Amort. Bond Disc.(Prem.)	(81,537)	(81,537)	(81,537)	(81,537)	(81,537)	(81,537)	(489,221)
6529	Bond Issuance & Maint.	-	-	14,500	-	-	-	14,500
6598	Penalties+Net Pay Discounts	-	-	-	-	-	-	-
6599	Other Debt Fees/Interest Offsets	19,354	-	7,000	-	109,970	162,406	298,730
Total Expenses		\$ 19,163,923	\$ 29,558,614	\$ 32,459,215	\$ 25,013,281	\$ 26,307,287	\$ 24,574,768	\$ 157,077,088

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

Expenses by Object Code

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	ILTexas
	FY 2024	FY 2024	FY 2024	FY 2024	FY 2024	FY 2024	2023-2024
6111 Salary Control	-	-	-	-	-	-	-
6112 Salaries/Wages Sub Teach	-	63,298	320,718	229,530	268,312	200,602	1,082,459
6117 Extra Duty/Professional	648,144	2,036,703	128,525	71,792	103,789	92,760	3,081,714
6118 Stipends/Professional	402,415	466,495	788,368	710,582	928,938	869,309	4,166,107
6119 Salaries Teachers/Professional	8,250,427	10,769,159	10,679,230	10,816,311	10,718,902	10,754,711	61,988,740
6121 O/T Support Personnel	42,090	68,534	65,686	17,503	14,456	12,031	220,301
6127 Extra Duty Pay/Support Personal	49,957	25,278	6,189	3,553	3,733	3,006	91,715
6128 STIPENDS/SUPPORT PERSONNEL	-	19,453	29,595	35,208	34,374	34,666	153,296
6129 Salaries/Wages Sup Persnl	1,005,026	1,245,174	1,349,390	1,390,222	1,396,984	1,376,838	7,763,634
6139 Employee Allowances	(5,415)	-	-	94	-	-	(5,320)
6141 FICA/Medicare	145,759	207,273	188,947	180,581	182,750	168,421	1,073,730
6142 GRP Health/Life Insurance	678,842	1,198,058	890,170	868,570	838,098	838,483	5,312,221
6143 Workers'Comp	3,255	465,909	-	21,013	-	-	490,177
6146 TRS	572,119	963,392	847,097	865,653	822,155	771,595	4,842,011
6149 Employee Benefits	-	-	-	-	-	-	-
6179 Payroll Accrual	100,000	100,000	100,000	100,000	100,000	100,000	600,000
61-- Payroll Costs	11,892,619 55.0%	17,628,726 60.1%	15,393,914 50.4%	15,310,611 58.2%	15,412,492 59.1%	15,222,423 60.4%	90,860,784 57.1%
PAYROLL BY DESIGNATED FUNDS SOURCE							
199 Local - Unrestricted	-	-	-	-	-	9	9
280 Fsp/Other State Aid	5,773	5,827	5,889	5,889	5,889	5,889	35,154
420 Fsp/Other State Aid	9,423,033	15,761,181	13,505,376	13,394,280	14,404,020	14,130,251	80,618,142
427 Discretionary	-	-	-	-	-	-	-
429 St Funded Temp Rstrct	29,534	18,129	28,354	23,888	23,511	71,758	195,175
430 Dyslexia	6,528	-	-	-	34,631	43,041	84,200
4XX State General Funds	9,464,868	15,785,136	13,539,619	13,424,056	14,468,052	14,250,949	80,932,680
240 Child Nutrition	35,764	74,545	111,210	98,044	109,303	91,917	520,782
204 CMO Grant	-	-	-	34,658	-	-	34,658
206 Tex Ed Homeless Children	-	-	136	380	825	443	1,785
211 Title I, A	695,031	50,851	56,729	52,407	58,543	60,469	974,030
224 IDEA B Formula	255,271	213,536	197,214	196,453	224,836	203,074	1,290,384
244 Carl Perkins	10,171	-	-	-	-	-	10,171
255 Title II	46,961	53,317	55,415	53,278	53,445	100,130	362,545
256 Teachers Leadership Cycle	-	-	-	-	-	-	-
263 Title III	37,844	606	-	-	34,148	32,366	104,965
266 ESSER I	-	-	-	-	-	-	-
279 TCLAS/TX COVID Learning Support	8,049	-	-	-	-	-	8,049
281 Esser II	127,966	472,965	3,510,281	519,823	(471,928)	(499,542)	3,659,565
282 Esser III	1,178,869	939,039	(2,117,908)	890,754	891,175	884,357	2,666,286
284 IDEA B	3,102	-	-	-	-	-	3,102
288 DoDEA	-	11,389	13,757	13,644	13,648	71,032	123,470
289 Title IV	28,721	27,341	27,461	27,115	30,445	27,229	168,311
Federal Funds	2,391,987	1,769,044	1,743,085	1,788,511	835,138	879,557	9,407,322
61-- Payroll Costs	11,892,619 55.0%	17,628,726 60.1%	15,393,914 50.4%	15,310,611 58.2%	15,412,492 59.1%	15,222,423 60.4%	90,860,784 57.1%

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

Assets	Beginning	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Current assets:							
Cash and cash equivalents	\$ 94,525,898	\$ 66,028,189	\$ 23,616,938	\$ 81,913,893	\$ 76,461,752	\$ 76,836,855	\$ 81,006,823
Cash, bond project fund	-	-	-	-	-	-	-
Cash, bond maintenance fund	478,718	487,051	495,385	495,385	495,385	495,385	495,385
Cash, bond debt service funds	24,378,712	24,378,712	24,378,712	24,378,712	24,378,712	24,378,712	24,378,712
Cash, debt service reserve fund	38,734,280	38,734,280	38,734,280	38,734,280	38,734,280	38,734,280	38,734,280
Due from government agencies	41,113,879	41,385,158	41,656,537	47,266,206	52,228,978	53,401,952	54,169,188
Other current assets	1,016,829	981,163	599,604	586,116	571,630	2,867,224	3,617,901
Total current assets	200,248,316	171,994,553	129,481,455	193,374,591	192,870,736	196,714,407	202,402,289
Non-current assets:							
Land	67,071,539	67,071,539	67,071,539	67,071,539	67,071,539	67,071,539	67,071,539
Buildings	515,185,192	515,185,192	515,185,192	515,185,192	515,185,192	515,185,192	515,185,192
Furniture and equipment	14,260,573	14,260,573	22,601,773	22,601,773	22,631,482	22,631,482	22,631,482
Vehicles	5,919,916	5,978,960	5,978,960	6,189,951	6,471,771	6,471,771	6,471,771
Less: Accumulated depreciation	(94,894,362)	(96,727,873)	(98,793,084)	(100,823,954)	(102,850,460)	(104,876,966)	(106,902,507)
Construction in Process	109,111,955	109,401,418	116,751,643	135,343,714	138,168,830	144,866,662	156,909,482
Total non-current assets	616,654,813	615,169,809	628,796,023	645,568,215	646,678,353	651,349,679	661,366,958
Total assets	\$ 816,903,129	\$ 787,164,362	\$ 758,277,478	\$ 838,942,805	\$ 839,549,089	\$ 848,064,086	\$ 863,769,248
Liabilities and Net Assets							
Current Liabilities:							
Accounts payable	23,003,378	11,616,396	11,353,250	25,153,496	12,034,097	11,463,086	12,164,033
Accrued payroll	12,964,051	13,056,925	15,540,426	15,190,387	13,345,184	13,448,062	13,554,645
Accrued interest	12,843,273	12,837,830	12,832,387	12,826,943	12,821,500	12,816,057	12,810,614
Student activity funds	951,675	947,873	943,854	955,645	1,051,923	1,139,265	1,199,424
Deferred revenue	825,183	825,183	825,183	825,183	917,177	960,441	960,441
Lease liabilities, current	464,158	464,158	464,158	464,158	464,158	464,158	464,158
Notes payable, current	-	-	-	-	-	-	-
Bonds, current maturities	10,322,341	10,514,636	10,706,931	10,899,226	11,091,521	11,283,816	11,476,111
Total current liabilities	61,374,059	50,263,001	52,666,188	66,315,037	51,725,560	51,574,885	52,629,427
	3.3	3.4	2.5	2.9	3.7	3.8	3.8
Long-term liabilities:							
Lease liabilities, long-term	643,684	643,684	643,684	643,684	643,684	643,684	643,684
Notes payable, long-term	50,000,000	30,000,000	-	70,000,000	85,000,000	95,000,000	110,000,000
Bonds payable, long-term	645,779,881	644,727,391	643,674,901	642,622,411	641,569,921	640,517,431	639,464,941
Bonds payable, reserve and pmt fur	-	-	-	-	-	-	-
Bonds net premium(discount)	3,863,324	3,781,787	3,700,250	3,618,713	3,537,176	3,455,639	3,374,103
Bonds payable, issue costs	(12,399,315)	(12,353,149)	(12,306,982)	(12,260,816)	(12,214,650)	(12,168,483)	(12,122,317)
Total long-term liabilities	687,887,574	666,799,713	635,711,853	704,623,992	718,536,131	727,448,271	741,360,410
Total liabilities	749,261,633	717,062,714	688,378,041	770,939,029	770,261,691	779,023,156	793,989,837
Net assts (deficit):							
Beginning balance	16,829,679	67,641,497	67,641,497	67,641,497	67,641,497	67,641,497	67,641,497
Current year change in net assets	50,811,817	2,460,151	2,257,940	362,279	1,645,901	1,399,434	2,137,914
Total net assets	67,641,497	70,101,648	69,899,437	68,003,776	69,287,397	69,040,930	69,779,411
Total liabilities and net assets	\$ 816,903,129	\$ 787,164,362	\$ 758,277,478	\$ 838,942,805	\$ 839,549,089	\$ 848,064,086	\$ 863,769,248

Coversheet

Discuss/Approve Resolution re 2024 Bond Offering

Section:	VI. Board Items for Discussion/Action
Item:	B. Discuss/Approve Resolution re 2024 Bond Offering
Purpose:	
Submitted by:	
Related Material:	Borrower's Resolution (2024).pdf

RESOLUTION OF THE BOARD OF DIRECTORS OF INTERNATIONAL LEADERSHIP OF TEXAS, INC. AUTHORIZING A BORROWING FROM THE CLIFTON HIGHER EDUCATION FINANCE CORPORATION TO FINANCE AND REFINANCE EDUCATIONAL FACILITIES; APPROVING THE ISSUANCE OF BONDS; DELEGATING AUTHORITY TO APPROVE THE TERMS OF THE BONDS, EFFECT THE SALE, ISSUANCE AND DELIVERY OF BONDS AND EXECUTE AND DELIVER DOCUMENTS RELATED THERETO; AND CONTAINING OTHER RELATED MATTERS

WHEREAS, International Leadership of Texas, Inc. (the “Company”) has previously financed “educational facilities,” as defined in Chapter 53, Texas Education Code (the “Act”), through the issuance of bonds, including particularly (i) its Education Revenue Bonds (International Leadership of Texas, Inc.) Series 2015A, issued in the original principal amount of \$105,680,000 (the “2015A Bonds”), (ii) its Education Revenue Bonds (International Leadership of Texas, Inc.) Series 2018A, issued in the original principal amount of \$53,580,000 (the “2018A Bonds”), and (iii) its Education Revenue Bonds (International Leadership of Texas, Inc.) Series 2018D issued in the original principal amount of \$344,220,000 (the “2018D Bonds,” together with the Series 2015A Bonds and the Series 2018A Bonds, the “Prior Bonds”); and

WHEREAS, the Act authorizes and empowers Clifton Higher Education Finance Corporation (the “Issuer”) to issue revenue bonds to finance or refinance the cost of an “educational facility,” as defined in the Act; and

WHEREAS, the Board of Directors (the “Board”) of the Company has determined that it is in the best interest of the Company enter into a borrowing to (i) finance and refinance the acquisition of land and the construction, renovation and equipping of certain educational facilities described in Exhibit A attached hereto, and pay the costs of such financing (the “Project”) and (ii) to refinance and refund (including through a tender offer) all or portions of the outstanding Prior Bonds in advance of their maturities to provide a present value savings in the debt service payable by the Company; and

WHEREAS, the Company has requested (the “Company Request”) that the Issuer issue bonds in an aggregate principal amount not to exceed \$750,000,000, designated the “Clifton Higher Education Finance Corporation Education Revenue and Refunding Bonds (International Leadership of Texas) Series 2024A” (the “Series 2024A Bonds”), the “Clifton Higher Education Finance Corporation Education Revenue Refunding Bonds (International Leadership of Texas) Series 2024B” (the “Series 2024B Bonds”), and the “Clifton Higher Education Finance Corporation Education Revenue Refunding Bonds (International Leadership of Texas) Taxable Series 2024C” (the “Series 2024C Bonds” and, collectively with the Series 2024A Bonds and Series 2024B Bonds, the “Bonds”), and loan the proceeds of the sale of the Bonds to the Company for the purposes described above; and

WHEREAS, should market conditions favor the tender (the “Tender”) of certain maturities of the Prior Bonds (the “Tendered Bonds”), the Company intends (i) to enter into a dealer manager agreement (the “Dealer Manager Agreement”) with RBC Capital Markets LLC, as dealer manager (the “Dealer Manager”), with such Dealer Manager Agreement to be approved by such Authorized Representative (as defined herein), as evidenced by the execution thereof, and (ii) with the

assistance of the Dealer Manager, enter into a tender agent agreement (the “Tender Agent Agreement”) with a tender agent to be determined by an Authorized Representative, with such Tender Agent Agreement, if entered into, to be approved by such Authorized Representative, as evidenced by the execution thereof; and

WHEREAS, in connection with the Tender, the Dealer Manager will release an Invitation to Tender Bonds (the “Invitation to Tender”), inviting owners of certain maturities of the Tendered Bonds to tender such Tendered Bonds for purchase by the Company; and

WHEREAS, it is proposed that the Issuer enter into Trust Indenture and Security Agreements (collectively, the “Bond Indentures”), with Zions Bancorporation, National Association, as bond trustee (the “Bond Trustee”), pursuant to which the Bonds will be issued, and the proceeds of the Bonds will be loaned to the Company by the Issuer pursuant to Loan Agreements (the “Loan Agreements”) between the Issuer and the Company; and

WHEREAS, the Company has previously entered into a Master Trust Indenture and Security Agreement dated as of July 1, 2015 (the “Master Indenture”) with Zions Bancorporation, National Association, as master trustee (the “Master Trustee”), pursuant to which the Company may issue obligations from time to time to evidence and secure indebtedness of the Company; and

WHEREAS, it is proposed that the Company and the Master Trustee enter into supplements to the Master Indenture (the “Supplemental Master Indentures”) pursuant to which the Company will issue one or more promissory notes (collectively, the “Master Notes”) to evidence its obligations under the Loan Agreements; and

WHEREAS, pursuant to the Master Note and the Loan Agreements, the Company will be obligated to make payments in the amounts and at the times required to pay all principal of and interest and premium, if any, on the Bonds, together with other payments with respect thereto; and

WHEREAS, it is proposed that the Company enter into one or more supplements to that certain Deed of Trust and Security Agreement (with Assignment of Leases and Rents) (collectively, the “Supplemental Deed of Trust”) from the Company in favor of a mortgage trustee for the benefit of the Master Trustee, as beneficiary, encumbering the real and personal property constituting the Project as additional security for the Company’s obligations under the Loan Agreements and the Master Indenture; and

WHEREAS, in order to provide for the sale of the Bonds, it is proposed that the Company enter into one or more bond purchase agreements (the “Purchase Contracts”) with the Issuer and RBC Capital Markets LLC, as a representative of itself and PNC Capital Markets, as underwriters (the “Underwriters”), and the Purchase Contracts shall provide for the issuance and sale of the Bonds at such purchase price as an Authorized Representative (as defined herein) of the Company executing the Purchase Contracts shall approve, as evidenced by the execution thereof; and

WHEREAS, in connection with the initial offering and sale of the Bonds, the Underwriters will use and distribute a Preliminary Official Statement (the “Preliminary Official Statement”), and the Company and the Issuer will approve and deliver a final Official Statement reflecting the final terms of the Bonds (the “Official Statement”); and

WHEREAS, as set forth in the Preliminary Official Statement, the Company will enter into one or more continuing disclosure agreements (the “Continuing Disclosure Agreement”) identifying the continuing disclosure reports and notices to be filed by the Company and containing such covenants as may be necessary to assist the Underwriters in complying with the provisions of the Rule 15c2-12 of the Securities and Exchange Commission; and

WHEREAS, in order to benefit from favorable market conditions, the Board now desires to delegate to each of the President of the Board, the Superintendent and the Chief Financial Officer (the “Authorized Representatives” and each an “Authorized Representative”) authority to (i) approve and ratify the submission of the Company Request to the Issuer with respect to the issuance of the Bonds, (ii) effect the sale, issuance, and delivery of the Bonds, (iii) take all actions and approve, execute and/or deliver the Bond Indentures, the Loan Agreements, the Supplemental Master Indentures, the Master Notes, the Supplemental Deed of Trust, the Purchase Contracts, the Dealer Manager Agreement (if necessary), the Tender Agent Agreement (if applicable), the Preliminary Official Statement and Official Statement, the Continuing Disclosure Agreement, and any and all agreements, instruments, certificates, filings and other documents (collectively, the “Transaction Documents”) in connection with the sale, issuance and delivery of the Bonds and the refinancing of the Prior Bonds, the loan of the proceeds thereof to the Company, and the financing, refinancing, acquisition, construction of the Project or in order to effectuate the further purposes of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF INTERNATIONAL LEADERSHIP OF TEXAS, INC., as follows:

RESOLVED, that the action or directed action of the Company in connection with the submission of the Company Request to the Issuer for the issuance of the Bonds is hereby approved and ratified.

RESOLVED FURTHER, that the Company hereby authorizes and approves the issuance of the Bonds in an aggregate principal amount not to exceed \$750,000,000 (i) to finance and refinance the Project and (ii) to refinance and refund (including through a tender offer) all or portions of the outstanding Prior Bonds in advance of their maturities for a minimum net present value savings in debt service of at least 3.00% of the principal amount of the Prior Bonds pursuant to the Bond Indentures;

RESOLVED FURTHER, that the Company hereby authorizes each of the Authorized Representatives to take all actions and approve the form, terms, and provisions of and to execute, certify to, accept, acknowledge, deliver, file and record the Transaction Documents on behalf of the Company as they may deem necessary or desirable (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, instruments or other documents by the Authorized Representative) in connection with issuance, sale and delivery of the Bonds, the loan of the proceeds thereof to the Company, the financing, refinancing, acquisition, and construction of the Project or in order to effectuate the further purposes of this Resolution and the documents described herein, including without limitation those Transaction Documents specifically described below:

(i) the Bond Indentures, which, as finally approved, shall include the final terms of the Bonds, including, without limitation, the aggregate principal amount of each series of Bonds, the years in which such Bonds will mature, the principal amount to mature in each year of maturity, the dated date, the rate of interest to be borne by each such maturity, any optional and mandatory redemption provisions, and the places of payment;

(ii) the Loan Agreements, pursuant to which the proceeds of Bonds will be loaned to the Company and the Company agrees to make the Loan Payments (as defined in the Loan Agreements);

(iii) the Supplemental Master Indentures, amending and supplementing the Master Indenture to provide for the issuance of the Master Notes (as defined herein);

(iv) the Master Notes, payable to the Issuer and to be assigned to the Bond Trustee as security for the Company's obligations under the Loan Agreements;

(v) the Supplemental Deed of Trust relating to the Bonds;

(vi) the Purchase Contracts;

(vii) the Dealer Manager Agreement (if necessary);

(viii) the Tender Agent Agreement (if applicable);

(ix) the Preliminary Official Statement and the Official Statement; the Authorized Representative is hereby authorized to deem final the Preliminary Official Statement as of its date, within the meaning of subparagraph (b)(1) of Rule 15c(2)-12 of the Securities and Exchange Commission, and the Authorized Representative or other appropriate officials of the Company are hereby authorized to sign and/or to deliver a certificate pertaining to such Official Statement as prescribed therein; and

(x) the Continuing Disclosure Agreement.

RESOLVED FURTHER, that the Authorized Representative may consent to and approve such changes or amendments to such Transaction Documents, as they may deem necessary or desirable to effect the transactions contemplated hereby, such approval to be conclusively evidenced by their execution and delivery of such documents.

RESOLVED FURTHER, that upon execution and delivery thereof, the Transaction Documents shall be the valid and binding obligations of the Company enforceable in accordance with their respective terms.

RESOLVED FURTHER, that the Secretary or any other officer of the Company is hereby authorized to certify to the due adoption of this Resolution and to provide certified copies of this Resolution to any party in connection with the transactions contemplated by this Resolution and to attest the execution of any Transaction Document by any other officer on behalf of the Company.

RESOLVED FURTHER, that the Company hereby confirms, approves and ratifies all agreements signed by any officer of the Company and any action taken by any officer on behalf of the Company in connection with the issuance of the Bonds and the loan of the proceeds thereof to the Company.

[signature page follows]

PASSED AND APPROVED the 17th day of January, 2024.

By: _____
Secretary, Board of Directors

EXHIBIT A

The Project consists of the following “educational facilities” (as defined in Chapter 53, Texas Education Code):

- (1) financing and/or refinancing the costs of acquiring, constructing, improving and equipping educational facilities of the Company, including:
 - a. International Leadership of Texas Aggieland High School (New Campus), 3700 Longmire Dr., College Station, Texas 77845;
 - b. International Leadership of Texas Aggieland High School (Current Campus), 2611 Texas Ave. S., College Station, Texas 77840;
 - c. International Leadership of Texas Aggieland High School MCJROTC Program Office, 2501 Texas Ave. S., Ste D103A, College Station, Texas 77840;
 - d. International Leadership of Texas Arlington-Grand Prairie High School Campus, 2851 Ragland Rd., Grand Prairie, Texas 75052;
 - e. International Leadership of Texas Garland High School Campus, 4413 N. Shiloh Rd., Garland, Texas 75044;
 - f. International Leadership of Texas Garland High School MCJROTC Program Office, 4685 N. Shiloh Rd., Garland, Texas 75044
 - g. International Leadership of Texas Heritage Elementary and Middle School Campus, 10701 Heritage Parkway, Grand Prairie, Texas 76065;
 - h. International Leadership of Texas Windmill Lakes-Orem High School Campus, 9901 Windmill Lakes Blvd., Houston, Texas 77075;
 - i. International Leadership of Texas Liberty High School Campus, 1040 Road 5740, Cleveland, Texas 77327;
 - j. International Leadership of Texas MSG Ramirez Elementary and Middle School Campus, 1954 Road 5714, Cleveland, Texas 77327;
 - k. International Leadership of Texas Pearland Elementary and Middle School Campus, 2468 East Broadway Street, Pearland, Texas 77581.
 - l. International Leadership of Texas Richmond Elementary and Middle School Campus, 1120 FM 359 Road, Richmond, Texas 77406;
- (2) funding a debt service reserve fund; and
- (3) paying the costs of issuing the Bonds.

Coversheet

Discuss/Approve Resolution Not to Employ Chaplains pursuant to SB 763

Section:	VI. Board Items for Discussion/Action
Item:	C. Discuss/Approve Resolution Not to Employ Chaplains pursuant to SB 763
Purpose:	
Submitted by:	
Related Material:	Board Resolution - Chaplains (no policy).pdf

**BOARD RESOLUTION
OF
INTERNATIONAL LEADERSHIP OF TEXAS**

WHEREAS, Texas Senate Bill 763 (“SB763”) added chapter 23 to the Texas Education Code authorizing an open-enrollment charter school to employ, or accept as volunteers, chaplains; and

WHEREAS, SB763 requires each governing body of an open-enrollment charter school to take a record vote not later than six months after the effective date of SB763 on whether to adopt a policy authorizing a campus of the district or school to employ or accept as a volunteer a chaplain under Chapter 23, Education Code, as added by SB763; and

WHEREAS, the Board of Directors of International Leadership of Texas (“ILTexas”), charter holder of ILTexas, desires not to adopt such a policy authorizing employing, or accepting as volunteers, chaplains;

NOW, THEREFORE, the Board of Directors of ILTexas, charter holder of ILTexas, at a lawfully called meeting of the Board, held in compliance with the Texas Open Meetings Act, do hereby adopt the following Amendment to its Open-Enrollment Charter:

BE IT HEREBY RESOLVED:

ILTexas shall not have a policy authorizing employing, or accepting as volunteer, chaplains at any of its campuses.

[END OF RESOLUTION - SIGNATURE PAGE FOLLOWS]

PASSED AND APPROVED BY THE MAJORITY OF MEMBERS OF THE BOARD OF DIRECTORS OF INTERNATIONAL LEADERSHIP OF TEXAS, INC., ON THIS, THE _____ DAY OF JANUARY, 2024.

Members voting in favor of the Resolution:

Peter Gudmundsson, Board President

LT GEN Brian Beaudreault, USMC Ret,
Board Vice President

Mr. Tracy Cox, Board Secretary

Lynne Beach, M.D, Board Member

Col. Alphonse Davis, USMC Ret, Board
Member

BGEN Marcella Monahan, USMC Ret,
Board Member

The undersigned, being the Secretary of the Corporation, hereby certifies that the foregoing represents a true copy of a Resolution of the Directors of the Corporation, duly held on _____, 2024 which Resolution is in full force and effect and has not been revoked or amended.

Secretary __/__/____

Coversheet

Items for Approval

Section: VIII. Consent Agenda

Item: A. Items for Approval

Purpose: Vote

Submitted by:

Related Material:

01. Contracts to be Ratified for the Board 12.9.2023 - 1.12.2024.pdf
02. Code of Conduct Revisions for Board action 2024 01 17.pdf
04. PDD23-057-00 IL of TX Arlington Grand Prairie HS - Emailed 11-13-2023.pdf
05. 24704 Richmond K-8 School.pdf
06. 2023_1128 Heritage PN add service 01 - Final.PDF
07. 2023_1128 Pearland PN add service 01 - Final.PDF
08. 2023_1128 WM Lakes P8 PN add service 01 - Final.PDF
09. 2023_ILTexas Aggieland Portables Proposal.pdf
10. 2022_ILTexas MSG Ramirez Portables Proposal.pdf

Contracts to be Ratified for the Board 12.9.2023 - 1.12.2024

<u>Department</u>	<u>Contract Subject Matter</u>	<u>Project Title</u>	<u>Contract Cost</u>	<u>Student Funded?</u>	<u>Notes</u>
Operations/Security Department	Install ballistic film on all exterior entry doors and hallways of all campuses	Updated Ballistic film installaton Contract _Binswanger Glass_2023-24	\$519,978.00	N	
Special Education Department	Literacy, Math, and Technology	SSA: Innovative Services for Students with Autism Grant (Austin Achieve Public Schools)	\$100,859.50	N	
SPED	Reading Horizons	Reading Horizons _HEC Software, Inc_2024	\$84,000.00	N	
RLA and EB	Supporting EB students in the RLA classroom	Seidlitz's Coaching Building Better Writers	\$44,400.00	N	
Communications	Public Relations	Meltwater PR renewal	\$36,696.00	N	
Garland K8	Payment for Sky Ranch	5th grade Field Trip to Sky ranch	\$22,248.00	N	
Curriculum	General Education	STAAR Review Workshop	\$11,000.00	N	
C&I	C&I	Imagine Learning-Liberty HS	\$10,000.00	N	
Houston	Prom Venue	The Gardens Houston Rental Agreement	\$9,228.77	N	
EL Department/Social Studies	S3 Strategies for Social Studies Charter Feb. PD	S3 Strategies for Social Studies Charter Feb. PD	\$7,600.00	N	
C&I	C&I	Imagine Learning-MSG MS	\$5,600.00	N	
LDHS Senior Class	LDHS Prom 2024	LDHS Prom 2024	\$5,344.00	N	
IT	SIP trunking	SIP PRI ESI 2023	\$4,248.20	N	
C&I	Math	Seidlitz-Feb Math PD	\$3,600.00	N	
WestparkK8	Science	6th Grade Field Trip to Main Event	\$2,992.50	N	
AHS College Station	College Station Lease Proposal	AHS College Station Lease Proposal with 4CAV LLC	\$0.00	N	24 months, \$18.00 per sq. foot Months 1-12, \$18.54 per sq. foot Months 13-24
Westpark k8 - 6th-grade	6th Grade Field Lesson	Main Event	\$0.00	N	

Academic Achievement Record (AAR)/Transcript

Each student has an academic achievement record with grades, graduation credits, grade point average and standardized test scores recorded from the beginning of the freshman year. A photocopy of the record is called a transcript and is required for admission by most secondary and post-secondary institutions. An official transcript may not be released without written request from a parent or student over (18) years of age.

Students taking dual credit classes are required to request their official transcripts with partnering institutions every semester in order for ILTexas to input dual credit course grades into their ILTexas transcript. It is the student's responsibility to provide college transcripts to their Universities of choice.

DISCIPLINE/STUDENT CODE OF CONDUCT

General Principles And Guidelines

These rules of conduct and discipline are established to maintain good order and discipline in the school and to encourage responsible behavior on the part of all students. The objective of the Student Code of Conduct (the "Code of Conduct") is to change errant behavior and to help the student make wiser decisions and better choices. The staff of the school has the responsibility to enforce the standards and policies of this Code of Conduct. Full cooperation of the students and parents/guardians is expected.

This Code of Conduct has been adopted by the Board of Directors and provides information to parents and students regarding expectations for behavior, consequences for misconduct, and procedures for administering discipline.

In accordance with state law, the Code of Conduct will be posted at each ILTexas campus and/or will be available for review at the Campus Principal's office. Parents will be notified of any violation that may result in a student being suspended or expelled from ILTexas.

Students are expected to conduct themselves in an appropriate and respectful manner at all times. Any behavior that is detrimental to the learning environment of the student or other students and/or staff members will not be tolerated. A student whose behavior shows disrespect toward others, including interference with another's access to public education and to a safe environment, will be subject to disciplinary action.

Reporting To Legal Authorities

The Campus administration will notify the appropriate law enforcement officials, if there is reason to believe a violation of law has occurred or there is a threat to safety.

Authority And Jurisdiction

ILTexas has jurisdiction and disciplinary authority over a student in the following circumstances:

1. During the regular school day and while the student is going to and from school;
2. While the student is in attendance at any school-related activity, regardless of time or location;
3. For any school-related misconduct, regardless of time or location;
4. For any Offense of level III or IV committed while on ILTexas property or while attending a school-sponsored or school-related activity of ILTexas or another school in Texas;
5. For any Offense of level III or IV committed away from ILTexas property or utilized facility and not at a school-sponsored or school-related event, if the misconduct creates a substantial disruption

to the educational environment, in the reasonable discretion of ILTexas;

6. While the student is in transit to or from school or to or from school-related activities or events;
7. When retaliation against a school employee or volunteer occurs or is threatened, regardless of time or location;
8. When criminal mischief is committed on or off ILTexas property or any facility¹ and/or at a school-related event;
9. When the student commits any felony punishable as a Level IV expulsion Offense under the Student Code of Conduct;
10. Any misdemeanor or felony offense, no matter when or where said activity occurs, if ILTexas determines that said activity occurred by a preponderance of the evidence; and
11. Any cyberbullying, on-line harassment, cybercrime, or computer related crime, that involves a computer or any device and/or network (“in the cloud” or otherwise), no matter when or where said activity occurs, including the sharing, displaying or transmitting any illegal images, words or otherwise, or that creates or is likely to create a substantial disruption to the educational environment.

Note: In addition to disciplinary consequences, misdemeanor and felony offenses committed on campus may be reported to an appropriate law enforcement agency.

Note: Any reference to school, property or facility includes any premises where ILTexas conducts any business, whether owned, leased, rented or donated.

Expected Standards Of Student Conduct

Each student is expected to behave in a responsible manner by:

12. Demonstrating courtesy and respect for others;
13. Attending all classes, regularly and on time;
14. Preparing for each class by taking the appropriate materials and assignments to class;
15. Being well-groomed and dressing appropriately as defined by the school’s uniform policy and at principal’s discretion.
16. Obeying all campus, classroom and extracurricular rules, as well as appropriate verbal directives (in the reasonable discretion of ILTexas) given by any ILTexas employee or any other designated person;
17. Respecting the rights and privileges of other students, school staff, and other adults on campus or at school-related activities on or off campus;
18. Respecting the property of others, including school property and facilities;
19. Cooperating or assisting the school staff in maintaining safety, order, and discipline;
20. Adhering to the Academic Honesty Policy; and
21. Adhering to the Code of Conduct.

Campus, Classroom, and Assembly Rules

In addition to rules in this Code of Conduct, Campus Principals may impose additional campus rules, and teachers and extracurricular sponsors may impose and communicate such additional campus rules, classroom rules, where such rules are not inconsistent with this Code. A student’s conduct in assemblies and other out-of-classroom activity must comply with rules applicable to those of the classroom.

Extracurricular Standards

Sponsors and coaches may develop and communicate written extracurricular expected standards of behavior for induction in and continued participation in that activity. Such standards may be higher than those of the Code of Conduct. These standards must be communicated to the students involved in that extracurricular activity and must be approved by the Campus Principal. Students who violate communicated extracurricular standards of behavior may be subject to disciplinary action under the Code of Conduct and, in addition, denied the opportunity to participate in extracurricular activities.

Discipline Management Techniques

Discipline will be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action will draw on the professional judgment of teachers and administrators and on a range of discipline management techniques. Discipline for a particular offense may bring into consideration varying techniques and responses.

The following discipline management techniques may be used—alone or in combination—for misbehavior violating the Code of Conduct or campus/classroom rules:

- A. Assignment to After School Discipline (ASD), which includes up to 90 minutes of physical exercise, in a manner consistent with all rules and regulations applicable to student health and proper discipline of students with disabilities and/or other limiting conditions
- B. Assignment of school duties, other than class tasks, such as cleaning desks and campus beautification
- C. Behavioral contracts or an expectation plan
- D. Cooling off or timeout
- E. Counseling by teachers, counselors, or administrators
- F. Detention, either during the school day or outside the school day and/or Saturday School
- G. Expulsion, as specified in the Code of Conduct
- H. Grade reductions for academic violations such as cheating, copying, allowing others to copy work, or plagiarism
- I. In-school suspension, as specified in the Code of Conduct
- J. Out-of-School suspension (Note: In-School-Suspension must be considered before OSS is assigned.)
- K. Parent-administrator conferences
- L. Parent-teacher conferences
- M. Phone calls to parents/guardians
- N. Referral to an outside agency and/or legal authority for criminal prosecution, in addition to disciplinary measures imposed by ILTexas
- O. Rewards or demerits
- P. School probation, which may include a warning letter or statement from ILTexas administrators that future conduct may result discipline in accordance with the Code of Conduct
- Q. Seating changes in the classroom or lunchroom
- R. Sending the student to the office or other assigned areas, or another short-term removal from the classroom
- S. Temporary confiscation of items that disrupt the educational process
- T. Verbal or oral correction

- U. Withdrawal of privileges, such as participation in extracurricular activities and eligibility for seeking and holding honorary offices
- V. Reflective essay using character traits
- W. Restorative Discipline
- X. Any other discipline management technique that is deemed appropriate by ILTexas

Role Of ILTexas Staff

TEACHERS are authorized to assign Lunch Detention and Classroom Detention. Classroom Detention by a teacher must be scheduled with the parent and coordinated with the Grade Level Administrator. Teachers will work to determine why the student misbehaved and to help the student learn to make better choices in similar future situations.

THE GRADE LEVEL ADMINISTRATOR (GLA) is authorized to handle student discipline and may assign and supervise ASD of up to 90 minutes to help the student learn to make better choices in similar future situations.

THE ASSISTANT PRINCIPAL (AP) or designee is authorized to enforce discipline and to investigate any allegation of misconduct. The AP may question any witnesses in addition to the offending student and may ask for written statements that may include time, date, circumstances, observations, and signature.

The AP may assign all above disciplinary consequences and is authorized to supervise ASD, up to 90 minutes of physical exercise that may include students walking 3 miles (20 minute pace), cleaning desks, campus beautification efforts, or other relevant duties as assigned. Additionally, the AP may assign Saturday Detention, In-School-Suspension (ISS), or Out of School Suspensions (OSS) for up to five days. The AP will attempt to reach a parent by phone and follow-up with an email notification to the parent of ISS dates.

THE CAMPUS PRINCIPAL has the authority to implement the Code of Conduct, up to and including the suspension of a student from campus. The Campus Principal may also assign any of the disciplinary consequences described above and may recommend a student for expulsion.

Code Of Conduct Violations

Level I Offenses

The following Level I behaviors are prohibited at all school and school-related activities:

1. Scuffling (pushing, shoving, hitting, kicking or something akin thereto) – student on student
2. Disobeying conduct rules when riding school transportation or when driving a personal vehicle to or from school and or school-related activities
3. Engaging in any misbehavior that gives school officials reasonable cause to believe that such conduct will substantially disrupt the school program
4. Public displays of affection (PDA)
5. Using a cellular telephone or other electronic device without permission from a staff member
6. Possessing or using a laser pointer for other than an approved use
7. Excessive tardiness as defined by the tardy section of the Attendance Policy
8. Violating campus or classroom standards of behavior
9. Skipping/ditching/cutting a class
10. Using profanity

11. Violating dress and grooming standards as communicated in the Student/Parent Handbook
12. Violating laboratory safety rules.

Disciplinary Consequences for Level I Offenses Detention

- Application of one or more Discipline Management Techniques
- After School Discipline (ASD)
- Confiscation of cell phones or other electronic devices if the offense relates to the use of the cell phone or other electronic device
- Restorative Discipline
- Removal from the classroom and/or placement in another classroom
- Restitution/restoration, if applicable
- Behavioral Contract
- Temporary confiscation of items that are prohibited or that disrupt the educational process
- Parent contact
- Withdrawal of privileges, such as participation in extracurricular activities and eligibility for seeking and holding honorary offices, and/or membership in school-sponsored clubs or organizations
- In School Suspension (ISS)

Level II Offenses

The following Level II behaviors are prohibited at all school and school-related activities, and at other times and locations as described below:

1. Insubordination, or failing to comply with directives given by school personnel
2. Violating the ILTexas honor code by committing academic dishonesty, to include but not limited to cheating or copying the work of another student
3. Engaging in conduct that contains the elements of the offense of breach of computer security under Section 33.02, Penal Code, if
 - a. the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of ILTexas; and
 - b. the student knowingly (i) alters, damages, or deletes ILTexas property or information or (ii) commits a breach of any other computer, computer network, or computer system
4. Engaging in threatening behavior toward another student or school employee on or off school property or engaging in verbal or written exchanges that threaten the safety of another student, a school employee, or school property
5. Possessing or selling a weapons replica (look-alike weapon)
6. Possessing published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety; using e-mail, social media, or Internet sites to encourage illegal behavior or threaten school safety
7. Throwing objects that can cause bodily injury or property damage
8. Making false accusations or hoaxes regarding school safety
9. Discharging a fire extinguisher without a valid or reasonable reason
10. Damaging or vandalizing property owned by others
11. Using mace or pepper spray
12. Deliberate destruction or tampering with school computer data or networks
13. Possession of stolen property

ILTexas Student-Parent Handbook and Code of Conduct as amended June 2023 and published Oct. 2023 Page 39 of 126

14. False alarm, false statement or report
15. Gambling
16. Possessing or using matches or a lighter
17. Using the Internet or other electronic communications to threaten students or employees, or cause disruption to the school program or to promote/encourage illegal behavior that could threaten school safety
18. Using articles not generally considered to be weapons, including but not limited to school supplies, to harm others
19. Issuing a false fire alarm
20. Falsifying records, passes, or other school-related documents
21. Violating computer use policies, rules, or agreements signed by the student, and/or agreements signed by the student's parent
22. Possessing, smoking, or using cigarettes, cigars or chewing tobacco
23. Leaving school grounds or school-sponsored events without permission
24. Academic dishonesty
25. Using racially derogatory language
26. Persistent Level I offenses

Disciplinary Consequences for Level II Offenses (not in order of progressive disciplinary measures):

- Detention
- Application of one or more Discipline Management Techniques
- After School Discipline (ASD)
- Confiscation of cell phones or other electronic devices if the offense relates to the use of the cell phone or other electronic device
- Grade reductions for academic dishonesty
- In-school suspension
- Out-of-school suspension
- Restorative Discipline
- Removal from the classroom and/or placement in another classroom
- Restitution/restoration, if applicable
- Saturday School
- School-assessed or school-administered probation
- Temporary confiscation of items that are prohibited or that disrupt the educational process
- Verbal correction
- Withdrawal or probation of privileges, such as participation in extracurricular activities and eligibility for seeking and holding honorary offices, and/or membership in school-sponsored clubs or organizations

Level III Offenses

1. Abusing a prescription drug, giving a prescription drug to another student, or possessing or being under the influence of another person's prescription drug on school property or at a school-related event
2. Any of the following offenses, no matter when or where the offense takes place:

- a. Conduct involving a public school that contains the elements of the offense of false alarm or report under Section 42.06, Penal Code, or terroristic threat under Section 22.07, Penal Code
- b. Engaging in conduct that contains the elements of the offense of assault under Section 22.01(a)(1), Penal Code
- ~~e. Selling, giving, or delivering to another person or possessing or using or being under the influence of (1) marijuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq. or (2) a dangerous drug, as defined by Chapter 483, Health and Safety Code~~
- ~~d. Selling, giving, or delivering to another person an alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code; committing a serious act or offense while under the influence of alcohol; or possessing, using, or being under the influence of an alcoholic beverage~~
- ~~e. Engaging in conduct that contains the elements of an offense relating to an abusable volatile chemical under Sections 485.031 through 485.034, Health and Safety Code~~
- ~~f. Engaging in conduct that contains the elements of the offense of public lewdness under Section 21.07, Penal Code, or indecent exposure under Section 21.08, Penal Code~~
- ~~g. Engaging in conduct that contains the elements of the offense of deadly conduct under Section 22.05, Penal Code~~
- 3. Engaging in conduct that contains the elements of an offense under Section 22.01(a)(1), Penal Code, against a public school employee or a volunteer as defined by Education Code Section 22.053, in retaliation for or as a result of the person's employment or association with a public school, without regard to whether the conduct occurs on or off of school property or while attending a school-sponsored or school-related activity on or off of school property
- 4. Being a member of, pledging to become a member of, joining, or soliciting another person to join, or pledge to become a member of a public-school fraternity, sorority, or gang; or engaging in any gang activity
- 5. Hazing, meaning any intentional, knowing, or reckless act, occurring on or off ILTexas property, by one person alone or acting with others, directed against a student, that endangers the mental or physical health or safety of a student for the purpose of pledging, being initiated into, affiliating with, holding office in, or maintaining membership in an organization. Hazing includes but is not limited to:
 - a. any type of physical brutality, such as whipping, beating, striking, branding, electronic shocking, placing of a harmful substance on the body, or similar activity
 - b. any type of physical activity, such as sleep deprivation, exposure to the elements, confinement in a small space, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student
 - c. any activity involving consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student
 - d. any activity that intimidates or threatens the student with ostracism, that subjects the student to extreme mental stress, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from entering or remaining registered in an educational institution, or that may reasonably be expected to cause a student to leave the organization or the institution rather than submit to acts described in this subdivision

- e. any activity that induces, causes, or requires the student to perform a duty or task that involves a violation of the Penal Code
- 6. Creation of or involvement with a hit list, meaning a list of people targeted to be harmed using a firearm; as defined by Section 46.01(3), Penal Code; a knife, as defined by Section 46.01(7), Penal Code; or any other object to be used with intent to cause bodily harm
- 7. Possessing a razor, box cutter, chain, or any other object which could be used in a threatening manner with intent to inflict bodily injury on a person
- 8. Possessing or selling the following:
 - a. a stun gun
 - b. ammunition
 - c. an air gun or BB gun (except as appropriately used by ILTexas' JROTC Program)
 - d. fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device
- 9. Public lewdness
- 10. Conduct endangering the health and safety of others
- 11. Inappropriate or indecent exposure of a student's private body parts or lewd sexual behavior
- 12. Engaging in conduct that constitutes dating violence, including the intentional use of physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person with whom the student has or has had a dating relationship
- 13. Engaging in sexual conduct or conduct that constitutes sexual harassment, whether the conduct is by word, gesture, or any other sexual conduct, including requests for sexual favors directed toward another student or an ILTexas employee
- 14. Engaging in harassment motivated by race, color, religion, national origin, disability, gender, or age and directed toward another
- 15. Engaging in inappropriate verbal, physical, or sexual contact directed toward another student or a school employee
- 16. Recording, sending or posting electronic messages, pictures or video that are obscene, sexual in nature, threatening, harassing, damaging to another's reputation, promotes violence, or illegal
- 17. Harassment - threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health or safety
- 18. Retaliation against any school employee or volunteer at any time or place
- 19. Selling, giving, or delivering to another person or possessing, using, or being under the influence of ~~marijuana, a controlled substance, simulated controlled substance,~~ paraphernalia, ~~dangerous drug, inhalants, or an~~ alcoholic beverage, or a simulated controlled substance
- 20. Setting or attempting to set fire on school property (not Arson)
- 21. Targeting another individual for bodily harm
- 22. Possessing pornographic material
- 23. Bullying and/or cyberbullying, including intimidation by name-calling, using ethnic or racial slurs, or making derogatory statements that could disrupt the school program or incite violence
- 24. Forgery of school documents at school or otherwise
- 25. Forcing an individual to act through the use of force or threat of force or committing extortion, coercion, or blackmail (obtaining money or another object of value from an unwilling person)
- 26. Committing or assisting in a robbery or theft even if it does not constitute a felony

27. Vandalism of or conduct constituting criminal mischief with respect to school facilities or property
28. Engaging in conduct punishable as a Level III offense when the conduct occurs off school property and not at a school-sponsored or school-related event, and the conduct creates a substantial disruption to the educational environment in the reasonable judgment of ILTexas
29. Burglary of a motor vehicle
30. Repeated Level I and Level II offenses
31. Serious academic dishonesty or repeat violations of the ILTexas honor code, to include but not limited to cheating or copying the work of another student
32. Consensually engaging in fighting, boxing, wrestling, or other combative contact or causing another person to engage in the same by provocation or threat, when the resulting combative contact:
 - a. Seriously disrupts school operations;
 - b. Endangers the safety of nonparticipants; or
 - c. Results in physical injury requiring medical treatment

34. Repeated hair violations

35. Committing any of the following offenses Involving an Over-the-Counter Drug, Simulated Drug, or Simulated Contraband:

- a. Possessing or using (except when administered by a parent, guardian or School Nurse) or abusing, selling, or giving away an over-the-counter drug
- b. Passing off or attempting to pass off a look-alike drug or a substance or item resembling a drug dosage form or drug delivery device as an illegal drug or as contraband
- c. Selling, offering or giving away a substance or item which simulates or is advertised to simulate an effect of an illegal drug

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Disciplinary Consequences for Level III Offenses (not in order of progressive disciplinary measures):

- Any applicable Level I Disciplinary Consequence
- Any applicable Level II Disciplinary Consequence
- Out-of-school suspension for up to five days
- Discretionary Recommendation for Expulsion

Level IV Offenses

The following Level IV behaviors are prohibited:

1. Engaging in conduct punishable as a felony.
2. Conduct containing the elements of the offense of unlawfully carrying weapons under Section 46.02, Penal Code, or elements of an offense relating to prohibited weapons under Section 46.05, Penal Code
3. Aggravated assault under Section 22.02, Penal Code, sexual assault under Section 22.011, Penal Code, or aggravated sexual assault under Section 22.021, Penal Code
4. Arson under Section 28.02, Penal Code
5. Murder under Section 19.02, Penal Code, capital murder under Section 19.03, Penal Code, or

criminal attempt, under Section 15.01, Penal Code, to commit murder or capital murder

6. Indecency with a child under Section 21.11, Penal Code
7. Aggravated kidnapping under Section 20.04, Penal Code
8. Aggravated robbery under Section 29.03, Penal Code
9. Manslaughter under Section 19.04, Penal Code
10. Criminally negligent homicide under Section 19.05, Penal Code
11. Sexual abuse of young child or children under Section 21.02, Penal Code
12. Engaging in bullying that encourages a student to commit or attempt to commit suicide
13. Possession, use, transfer or exhibition of a firearm, location-restricted knife, club, or any other weapon or object intended to be used as a weapon

14. Selling, giving, or delivering to another person or possessing or using or being under the influence of (1) marijuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq. or (2) a dangerous drug, as defined by Chapter 483, Health and Safety Code, if the conduct is punishable as a felony
15. Selling, giving, or delivering to another person an alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code; committing a serious act or offense while under the influence of alcohol; or possessing, using, or being under the influence of an alcoholic beverage, if the conduct is punishable as a felony
16. Felony criminal mischief against school property, another student, or school staff (\$2,500 and up, as determined by ILTexas)
17. Engaging in conduct that contains the elements of any offense described in Level IV Offenses 1, 2, 3, 4, 5, 6, 7, 8, 9, or 10, against any employee or volunteer in retaliation for or as a result of the person's employment or association with a public school, without regard to whether the conduct occurs on or off of school property or while attending a school-sponsored or school-related activity on or off of school property
18. Engaging in conduct that contains the elements of any offense described in Level IV Offenses 2, 4, or 7 against another ILTexas student, without regard to whether the conduct occurs on or off of school property or while attending a school-sponsored or school-related activity on or off of school property
19. Engaging in conduct punishable as Level IV expulsion offense when the conduct creates a substantial disruption to the educational environment
20. Failure to register as a sex offender when legally obligated to do so

21. The possession, distribution, or use of e-cigarettes, nicotine gum, and vape pens

22. Selling, giving, or delivering to another person or possessing or using or being under the influence of (1) marijuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq. or (2) a dangerous drug, as defined by Chapter 483, Health and Safety Code, no matter when or where the offense takes place.

24. 23. Selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug

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Disciplinary Consequences for Level IV Offenses:

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- Mandatory Recommendation for Expulsion (unless waived by parent)

HONOR CODE

"I pledge to uphold the honor of the International Leadership of Texas Honor Code and that all the work bearing my name is my own."

Our Honor Code:

- I will not lie, cheat, or steal nor tolerate those who do.
- I will serve others before self.
- I will be a servant leader.
- I will treat others with Respect and Dignity.
- I will be a Statesman in my advocacy of my ideals and beliefs.

Every student is expected to uphold the highest standards of honor with regard to academics, activities, and other related pursuits. By means of the Honor Code, students practice responsible leadership, accept personal responsibility, and develop strong character to create an atmosphere free from suspicion. Violation of the Honor Code includes but is not limited to cheating, plagiarism, forgery, which are considered severe discipline problems and are subject to disciplinary action within the by-laws of the Honor Code. We believe that students can and must take responsibility for establishing and maintaining standards for their own behavior. At its core, the Honor Code is based on mutual respect and trust. It serves as a written model for what is expected from students. It also serves as a pledge to uphold the school's values while maintaining college preparation as the number one priority.

Taking responsibility for one's actions is vital to the maturity of each individual. The trust among all students in the school builds confidence in the overall school community and enables each student to be grounded in the leadership core values of COURAGE and INTEGRITY which guide the student's every decision.

Teachers may require students to write the full honor code on major assignments. Actions or attempted actions that run counter to these perceptions are violations to the honor code.

- A student's word is expected to be the complete truth; therefore, lying and forgery are violations of the honor code.
- A student's work is expected to be his/her own, unless properly credited; therefore, plagiarism and cheating are violations of the honor code.
- The property of others is to be respected; therefore, stealing – no matter how minor – is a violation of the honor code.

In situations that seem unclear, it is each student's responsibility to check with the teacher or principals regarding the honor code. Ignorance of the honor code will not be an excuse for a violation. Students who witness an honor code violation are strongly encouraged to report the action to the teacher who will notify the Campus Principal. Witnessing an honor code violation and reporting it constitutes honorable behavior and is an expectation for all students. Students may opt to report a violation through an anonymous referral. Working together, we can ALL create a community of learners that value hard work, creativity, and commitment to college success. It is crucial that every member of ILTexas community – students, parents, staff, and trustees – understands the importance of the International Leadership of Texas Honor Code and strives to maintain its integrity.

Academic Honesty

The International Leadership of Texas Honor Code is based on the belief that true learning depends on honesty. The International Leadership of Texas community acts on the basis of mutual trust and respect between all members of the community. As a result, students are expected to demonstrate integrity and individual responsibility, both personally and academically, in order to maintain a fair and honest environment. Students who commit themselves to upholding the International Leadership of Texas Honor Code will be instilled with a sense of honor and integrity that will last beyond their high school years.

- **PLAGIARISM** is a form of dishonesty where a student presents the work of another as one's own. Plagiarism is the taking of ideas, writing, etc. from another and submitting them as one's own (Webster's New World Dictionary). It is important to acknowledge that plagiarism is not only the stealing of words but also of ideas. Plagiarism includes, but is not limited to:
 - Copying word for word and turning in as your own work information from books, magazines, essays, the Internet, etc.
 - Rewording or rewriting text and information from documents not originally written by you and turning it in as your own work without proper citation
 - Paraphrasing with minimal word changes (citing the source or not)
 - Borrowing ideas and patterns of thought without proper citation
 - Printing an essay from the Internet and turning it in as your own work
- **COLLABORATION/COLLUSION** on independent homework/assignments or tests will not be permitted unless permission has been secured from the teacher allowing for cooperative or group

work. Students are permitted to receive assistance or guidance from others, but the entirety of the work itself and the content must always be the student's own.

- **COPYING** and submitting the work of another or submitting work done by another is an act of academic dishonesty.
- **ALLOWING ANOTHER STUDENT** to copy one's work, quiz, test, or submit one's work, quiz, or test is an act of academic dishonesty.
- **CHEATING** is defined by Webster's dictionary as "dealing with dishonesty for one's own gain." Dishonesty promotes bad character and prevents students from gaining a full grasp of information presented to them. Cheating also prevents teachers from fully evaluating the progress of students and is a form of theft. Cheating includes, but is not limited to:
 - Using a "cheat sheet" or other unauthorized notes during a test or quiz
 - Looking at someone else's paper for an answer on a test or quiz and changing an answer
 - Having someone else do all or part of your homework or assignment for you
 - Failing to mark an answer wrong when self-grading
 - Telling others or asking others the content of an exam or quiz
 - Giving a student or using an old test without teacher permission
 - Looking at an exam prior to taking it without teacher permission
 - Copying someone else's homework or other assignment
 - Using old assignments written by you or someone else instead of creating new work
 - Using an online translator or other translation in place of your own
 - Copying material during an examination or quiz
 - Using unauthorized notes or devices
 - Submitting falsified information for grading purposes
 - Obtaining a copy of and/or information about an examination or quiz without the knowledge and consent of the teacher
 - Submitting a paper or project which is not the student's work
 - Impersonating a student to assist the student academically
 - Stealing or accepting stolen copies of tests or answer keys
 - Altering a teacher's grade book
 - Falsifying information for applications (i.e. college scholarships)
 - Using professional help such as an author, expert, or purchased service in violation of guidelines established by the teacher
 - Unlawfully copying computer software or data created by others
 - Any other violation intended to obtain credit for work which is not one's own

ACADEMIC CONSEQUENCES (IMMEDIATE)

If a student is suspected of plagiarism or any other form of academic dishonesty, the following procedure will be followed:

- The student's exam, test, quiz, or assignment will be confiscated by the teacher.
- The paper, exam, test, quiz, or assignment will be submitted to an Administrator for consideration.
- The student will be required to meet with the teacher and the Campus Principal for review of the student's work with consequences up to and including dismissal/expulsion from school, in accordance with the ILTexas Student Code of Conduct.

The following general procedures shall be applied:

First Offense

In general, consequences for a first offense may include, but not be limited to, the following:

- Meeting with the parent(s) followed by written notification to the parent of the academic integrity policy.

Additional Or More Serious Offenses

Additional or more serious incidents of academic dishonesty or plagiarism shall be dealt with more severely. Consequences for any offense beyond the first or a more serious initial offense may include:

- Meeting with the parent(s); and
- One to three days of out of school suspension (up to five if referred for expulsion).
- Notification to the student's post-high school counselor and any faculty members writing a college/university letter of recommendation;
- No public recognition of the student at any senior honors function (if applicable);
- No distinguished scholar recognition (if applicable);
- No scholarship money granted to the student by International Leadership of Texas, or any other school affiliated organization; or
- A withdrawn failing grade from the class in which the additional offense occurred and placement in a restricted study hall after withdrawal from the course.

Furthermore, faculty members will have full access to any disciplinary records documenting academic dishonesty for the purpose of writing letters of recommendation.

Conferences, Hearings, And Appeals

All students are entitled to conferences, hearings, and/or appeals of disciplinary matters as provided by state and federal law, and by school policy.

Process For Suspensions Lasting Up To Five Days

In addition to the above list of Code of Conduct violations the Campus Principal has authority to suspend a student for a period of up to five school days (except that the student may be suspended for up to ten school days, with no more than five consecutive days being out of school, if student will be recommended for expulsion) for any or the following reasons:

1. The need to further investigate an incident or allegation;
2. A recommendation to expel the student; or
3. An emergency constituting endangerment to health or safety.

While suspended, students are not allowed to be on the campus, including at after school activities. The suspended days will be counted as unexcused absences. Students may receive credit for work missed during the period of suspension if the student makes up work missed during the period of suspension within the same number of days the student was absent. Students are expected to make up all assignments missed during the suspension and the student's grade will be based on the academic performance and merit of the student's work without regard to the reason of the student's absence due to suspension. Notwithstanding the aforementioned, the Area Superintendent, the Superintendent or the Superintendent's Designee may continue the aforementioned suspension(s)

(ISS or OSS) during an expulsion process, if deemed reasonable by the Area Superintendent, the Superintendent or the Superintendent's Designee.

Prerequisites to Suspension

Prior to suspending a student, the Campus Principal or designee must hold an informal conference with the student to:

1. Notify the student of the accusations against him/her;
2. Allow the student to relate his/her version of the incident; and
3. Determine whether the student's conduct warrants suspension.

Notification to Parents/Guardians

If the Campus Principal or designee determines the student's conduct warrants suspension, the Campus Principal or designee will notify the student's parents that the student has been suspended before the student is sent home. At this time, the Campus Principal or designee will also notify the student's parents of the period of suspension, the grounds for suspension, and the time and place for a post-suspension conference with the Campus Administration.

Process For Out-Of-School Suspensions Over Five Days And Expulsion

When the Campus Principal determines that a student's conduct warrants suspension for more than five days, or expulsion, the Campus Principal (or acting Principal) shall make a recommendation for disciplinary action to the Area Superintendent.

Prior to taking any long-term disciplinary action, the Campus Principal or designee will provide the student's parent(s) with written notice of:

1. The Principal's recommendation for the long-term disciplinary action,
2. The specific violation of the Student Code of Conduct, and
3. The reasons for the recommended long-term disciplinary action.

Emergency Placement

If the Campus Principal reasonably believes that a student's behavior is so unruly, disruptive, or abusive that it seriously interferes with a teacher's ability to communicate effectively with students in a class, with the ability of a student's classmates to learn, or with the operation of ILTexas or a school-sponsored activity, the Campus Principal may order immediate removal of the student. The Campus Principal may impose immediate suspension if he/she reasonably believes such action is necessary to protect persons or property from imminent harm. At the time of such an emergency removal, the student will be given verbal notice of the reason for the action and appropriate hearings will be scheduled within a reasonable time after the emergency removal.

Level I Expulsion Hearing

Administration shall designate a Hearing Officer to conduct a Level I Expulsion Hearing. The Hearing Officer shall provide the student's parent(s) with written notice of the Hearing, including the date (within five school days of the recommended disciplinary action), time, and location of the Hearing, and shall further state that, at the Hearing, the student:

1. may be present;
2. shall have an opportunity to present evidence;
3. shall be apprised and informed of the school's evidence and witnesses;

4. may be accompanied by his or her parent(s) or other adult, who can provide guidance to the parent or student, and who is not an employee of ILTexas; and
5. may be represented by an attorney.

ILTexas shall inform the student and the student's parent(s) of the time and place of the Hearing and shall hold the Hearing regardless of whether the student, the student's parents or another adult representing the student attends. The Hearing Officer may record the hearing using audio and/or video equipment. After the Hearing, the Hearing Officer has 48 hours to issues his/her written decision. The decision shall specify:

6. The length of the suspension or expulsion, if any;
7. When the expulsion is not permanent, the procedures for re-admittance to the school at the end of the expulsion period; and
8. The right to appeal the Hearing Officer's decision to Level II The notice shall also state that failure to request such an appeal within 7 calendar days constitutes a waiver of further rights in the matter.

Level II Expulsion Hearing

The request to appeal the Level I decision may be made to the Superintendent or to the Chief Executive Officer within 5 days from notice of the expulsion. Upon receipt of the request, Administration has seven days to schedule and conduct a Level II Expulsion Hearing. Administration will appoint a panel of three administrators (two of whom will be former school principals) to serve as a Hearing Panel for the Level II hearing and will provide written notice of the hearing date, time and location to the student and student's parents. The Level II Expulsion

Hearing may be recorded using audio and/or video equipment. At the Level II Hearing the student may

- may be present;
- shall have an opportunity to present evidence;
- shall be apprised and informed of the school's evidence and witnesses;
- may be accompanied by his or her parent(s) or other adult who can provide guidance to the parent or student and who is not an employee of ILTexas; and
- may be represented by an attorney.

The Panel will hear the testimony and review the evidence to make a decision to grant or deny the appeal and will provide their decision to the student and/or guardian within 48 hours after the hearing.

Level III – Board Of Directors

The student or his/her parent(s) may appeal the long-term suspension or expulsion decision to the Board of Directors and the General Counsel in writing within 48 hours of notification of the decision. If such an appeal is made, a quorum of the Board will consider the appeal at a regular or specially-called meeting in closed session as allowed by the Texas Open Meetings Act. The quorum of the Board will review the record of the expulsion hearing and may also hear a statement from the student or parent (or representative) and from the school administration. The Board may listen to the recording of the expulsion hearing to or at the appeal hearing. The Board will notify the student and his or her parent (or representative) of its decision within five calendar days of the hearing. The decision of the Board is final and may not be appealed.

Discipline consequences will not be deferred pending the outcome of an appeal of an expulsion to the Board.

Readmission After Withdrawal Or Expulsion

A student who has been expelled from ILTexas may re-apply for admission and potentially gain re-enrollment subject to meeting each of the following criteria:

1. The student must have been enrolled in another school during the term of the expulsion from ILTexas.
2. The student must re-apply for admission to ILTexas and follow the same application process as all other applicants. A student who withdraws for any reason during the school year may re-enroll only if there are open seats available. If no seats are available, the student will be placed in the lottery process and/or added to the waiting list (see the Involuntary Withdrawal Section).
3. A vacancy must exist in the requested grade level and campus or, if the requested grade level is oversubscribed such that an admissions lottery is conducted, the student is selected for admission through the lottery process or otherwise on the waitlist.
4. Pursuant to the decision of the Hearing Officer, the student must submit a petition for readmission to the Campus Principal. This request must be in writing, and may be required to include copies of the student's complete discipline records from the public school(s) attended during the term of the expulsion from ILTexas.

During the consideration of the petition, the student and his or her parents may make a statement to support the request for re-admission. The student may also submit documentation consisting of recommendations from his or her current teacher(s), commentary from any counselor or school administrator with whom the student may have consulted having personal knowledge of the student and their education experience and conduct, and any other documentation pertinent to the application. The Principal may also consider comments from the Assistant Principal, Counselor, Grade Level Administrator for the requested campus of enrollment, or any other ILTexas Administrator.

After reviewing all relevant documentation, the Principal will decide on whether the student will be re-admitted to ILTexas. If the student is re-admitted, he or she may be admitted on a 120-day behavior contract recognizing that any violation of the Student Code of Conduct within that time period may result in expulsion without the possibility of readmission.

Students With Disabilities

All disciplinary actions regarding students with disabilities (504 or special education under the IDEA) shall be conducted in accordance with current federal and state laws.

Suspension/Expulsion Requirement

A student with a disability shall not be excluded from his or her current placement pending appeal for more than ten days without ARD Committee action to determine appropriate services in the interim and otherwise in accordance with applicable law. Pending appeal to a special education hearing officer, a student with a disability shall remain in the present educational setting, unless ILTexas and the parents agree otherwise.

Removal From School Transportation

A student being transported by ILTexas transportation to or from school or a school-sponsored or school-related activity may be removed from a school vehicle for conduct violating ILTexas' established standards for conduct in a school vehicle.

Gun-Free Schools Act

In accordance with the Gun-Free Schools Act, ILTexas shall expel, from the student's regular program for a period of one year, any student who is determined to have brought a firearm, as defined by federal law, to school. The Superintendent or designee may modify the term of expulsion for a student or assess another comparable penalty that results in the student's expulsion from the regular school program on a case-by-case basis and in accordance with legal requirements.

For the purposes of this law, "firearm" means:

1. Any weapon – including a starter gun – which will, or is designed to, or which may readily be converted to expel a projectile by the action of an explosive from the frame or receiver of any such weapon;
2. Any firearm muffler or firearm silencer;
3. Any destructive device. "Destructive Device" means any explosive, incendiary or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than 1/4 ounce, mine, or device similar to any of the preceding described devices. It also means any type of weapon – other than a shotgun shell or a shotgun that is generally recognized as particularly suitable for sporting purposes – by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than 1/2 inch in diameter; and any combination of parts either designed or intended for use in converting any device into a destructive device as described, and from which a destructive device may be readily assembled.

Glossary

The glossary provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Code of Conduct.

Abuse is improper or excessive use.

Abusable Volatile Chemical Offense, as defined by Health and Safety Code § 485.001 and

485.031. No student shall inhale, ingest, apply, use, or possess an abusable volatile chemical with intent to inhale, ingest, apply or use any of these in a manner:

1. Contrary to the directions for use, cautions, or warnings appearing on a label of a container of the chemical; and
2. Designed to affect the central nervous system, create or induce a condition of intoxication, hallucination, or elation, or change, distort, or disturb the person's eyesight, thinking process, balance, or coordination.

No student shall knowingly deliver to a person younger than 18 an abusable volatile chemical. Health and Safety Code § 485.032

No student shall knowingly use or possess with intent to use inhalant paraphernalia to inhale, ingest, or otherwise introduce into the human body an abusable volatile chemical. No student shall knowingly deliver, sell, or possess with intent to deliver or sell inhalant paraphernalia knowing that

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that person who receives it intends to use it to inhale, ingest, apply, use, or otherwise introduce into the human body an abusable volatile chemical. Health and Safety Code § 485.033

Armor-Piercing Ammunition is handgun ammunition used principally in pistols and revolvers and that is designed primarily for the purpose of penetrating metal or body armor.

Arson is defined by Texas Penal Code § 28.02 and occurs when a person starts a fire, regardless of whether the fire continues after ignition, or causes an explosion with intent to destroy or damage:

- Any vegetation, fence, or structure on open-space land; or
- Any building, habitation, or vehicle:
 - o Knowing that it is within the limits of an incorporated city or town,
 - o Knowing that it is insured against damage or destruction,
 - o Knowing that it is subject to a mortgage or other security interest,
 - o Knowing that it is located on property belonging to another,
 - o Knowing that it has located within it property belonging to another, or
 - o When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.

Arson also occurs when a person:

- Recklessly starts a fire or causes an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
- Intentionally starts a fire or causes an explosion and in so doing recklessly damages or destroys a building belonging to another, or recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Texas Penal Code § 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable harm to the student's person or of damage to the student's property; (2) is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student; (3) materially and substantially disrupts the educational process or the orderly operation of a classroom or the school; or infringes on the rights of the victim at school. Bullying also includes "cyberbullying," which means bullying that is done through the use of any electronic communication device including a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool. Bullying conduct includes conduct (1) that occurs on or is delivered to School property or to the site of a school-sponsored or school-related activity on or off school property; (2) that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and (3) cyberbullying that occurs off School property or outside of a school-sponsored or school-related activity if the cyberbullying (i) interferes with a student's educational opportunities or (ii) substantially disrupts the orderly operation of a classroom, the School, or a school-sponsored or school-related activity.

Chemical Dispensing Device is a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being.

Club is an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death, including but not limited to a blackjack, nightstick, mace, (not the handheld, self-protection pepper spray dispenser) and tomahawk.

Controlled Substances or Dangerous Drugs include but are not limited to marijuana; any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, barbiturate; anabolic steroid; or prescription medicine provided to any person other than the person for whom the prescription was written. The term also includes all controlled substances listed in Chapters 481 and 483 of the Texas Health and Safety Code.

Criminal Street Gang means three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Dating Violence is the intentional use of physical, sexual, verbal, or emotional abuse by a person to harm, threaten, intimidate, or control another person with whom the student has or has had a dating relationship, as defined by Texas Family Code § 71.0021.

Deadly Conduct occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury and includes but is not limited to knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred Adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred Prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent Conduct is conduct that:

- Violates either state or federal law, other than a traffic offense, and is punishable by imprisonment or confinement in jail;
- Violates a lawful order of a court under circumstances that would constitute contempt of that court in a justice or municipal court, or a county court for conduct punishable only by a fine;
- Constitutes an intoxication and alcoholic beverage offense under Chapter 49 of the Texas Penal Code; or
- Violates Texas Alcoholic Beverage Code § 106.041 relating to driving under the influence of alcohol by a minor (third or subsequent offense).

Discretionary means that something is left to or regulated by a local decision maker.

E-Cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking.

Explosive Weapon is any explosive or incendiary bomb, grenade, rocket, or mine that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror, and includes a device designed, made, or adapted for delivery or shooting an explosive weapon.

False Alarm or Report occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

- Cause action by an official or volunteer agency organized to deal with emergencies;
- Place a person in fear of imminent serious bodily injury; or
- Prevent or interrupt the occupation of a building, room, or place of assembly.

Fighting is intentional engagement involving fisticuffs with two or more individuals.

Firearm Silencer means any device designed, made, or adapted to muffle the report of a firearm.

Graffiti means making marks with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Harassment is:

- Conduct that meets the definition established in Board policy and/or the Student Handbook; or
- Conduct that threatens to cause harm or bodily injury to another student, is sexually intimidating or obscene, causes physical damage to the property of another student, subjects another student to physical confinement or restraint, or maliciously and substantially harms another student's physical or emotional health or safety.

Hazing is an intentional, knowing, or reckless act, occurring on or off campus, by one person alone or acting with others, that is directed against a student and endangers the mental or physical health or safety of a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization.

Hit List is a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Indecent Exposure means exposing one's anus or genitals with intent to arouse or gratify the sexual desire of any person while being reckless about whether another is present who will be offended or alarmed by the act.

Intimate Visual Material means visual material that depicts a person (a) with the person's intimate parts exposed; or (b) engaged in sexual conduct.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Location-Restricted Knife means a knife with a blade over five and one-half inches.

Machine Gun is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Online Impersonation occurs when a person, without obtaining the consent of another person and with the intent to harm, defraud, intimidate, or threaten any persons, uses the name or persona of another person to:

- Create a web page on a commercial social networking site or other Internet website; or

- Post or send one or more messages on or through a commercial social networking site or other Internet website, other than on or through an electronic mail program or message board program.

Online impersonation also occurs when a person sends an electronic mail, instant message, text message, or similar communication that reference a name, domain address, phone number, or other item of identifying information belonging to any person:

- Without obtaining the other person's consent;
- With the intent to cause a recipient of the communication to reasonably believe that the other person authorized or transmitted the communication; and
- With the intent to harm or defraud any person.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body. It also includes equipment, products, or materials used or intended for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, or concealing a controlled substance.

Pepper Spray Dispenser is a handheld, self-protection chemical dispersant of pepper spray, including Mace.

Possession means to have an item on one's person or in one's personal property, including but not limited to clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including but not limited to an automobile, truck, motorcycle, or bicycle; or any other school property used by the student, including but not limited to a locker or desk.

Prohibited Weapon means an explosive weapon; a machine gun; a short-barrel firearm; a firearm silencer; knuckles; armor-piercing ammunition; a chemical dispensing device; a zip gun; or a tire deflation device.

Public School Fraternity, Sorority, Secret Society, or Gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student.

Reasonable Belief is a determination made by the superintendent or designee using all available information, including the information furnished under Article 15.27 of the Code of Criminal Procedure.

Scuffling is not pre-planned and involves pushing, shoving, hitting, kicking or something akin thereto.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Short-Barrel Firearm is a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Switchblade Knife is any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or by the force of gravity or by the application of centrifugal force.

The term does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife.

Terroristic Threat is a threat of violence to any person or property with intent to:

- Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- Place any person in fear of imminent serious bodily injury;
- Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
- Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service;
- Place the public or a substantial group of the public in fear of serious bodily injury; or
- Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state, or a public charter school (including ILTexas).

Title 5 Offenses are those that involve injury to a person and include murder; manslaughter; criminally negligent homicide; trafficking in persons; unlawful transport; kidnapping; assault (on a public servant); aggravated assault; sexual assault; aggravated sexual assault; unlawful restraint; indecency with a child; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; deadly conduct; terroristic threat; aiding a person to commit suicide; harassment of a public servant; improper photography; smuggling persons; and tampering with a consumer product.

Under the Influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Vapor Product means an electronic cigarette (E-cigarette) or any other device, including a vape pen, that uses a mechanical heating element, battery, or electronic circuit to deliver vapor that may include nicotine to the individual inhaling from the device, or any substance used to fill or refill the device.

Zip Gun is a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

HEADQUARTERS INFORMATION

Disaster And Fire Preparedness

Each campus has an emergency preparedness plan in addition to posting evacuation routes in each classroom. Fire Drills, Lock Down Drills and Tornado Drills will be conducted regularly throughout the school year. Medical Emergency Drills for staff to include training on AED's will be conducted.

Pest Control Information

ILTexas periodically applies pesticides inside school buildings and on school grounds. Except in an emergency, signs will be posted 24 hours before application. Students may not reenter a treated area inside a building or use an area on school grounds for at least 12 hours following application.

ILTexas Student-Parent Handbook and Code of Conduct as amended June 2023 and published Oct. 2023 Page 58 of 126

[Delivered by E-mail to: Charles Klein cklein@iltexas.org]



PDD23-057-00
November 13, 2023

Mr. Charles Klein
Executive Director of Construction
International Leadership (IL) of Texas
2021 Lakeside Boulevard
Richardson, TX 75082

4407 North Beltwood Parkway,
Suite 102
Dallas, TX 75244

P 214.393.9022
TBPE Firm F-3257

WWW.RKCI.COM

**Re: Construction Materials Observation and Testing Services
IL of Texas Arlington Grand Prairie High School (AGPHS)
2851 Ragland Road
Grand Prairie, TX 75052**

Dear Mr.Klein:

RABA KISTNER, INC. (RKI) is thankful for being selected and is pleased to submit our proposal to provide the construction materials observation and testing services on the project referenced above.

We propose an estimated budget of **\$187,229.90** for testing and observation services for the referenced project. This budget is based on our understanding of the project, an estimate of quantities, and experience with similar projects. A cost estimate breakdown is presented in the attached spreadsheet. Construction sequencing, delays, and the number of times that the client or their representative requests our services will affect the suggested budget. Services will be provided on a call-out basis for the cost-estimate spreadsheet attached to this proposal. The scope of work includes the observation and testing of the following construction materials:

- Soils laboratory testing, in-place field nuclear density testing (full-time observation assumed during earthwork intensive portion of project),
- Reinforcing steel observations,
- Concrete (and masonry) compressive strength specimen sampling, testing, and reporting,
- Through wall firestop caulking penetration observations,
- Structural steel observations, and
- Hot-mix asphaltic concrete sampling and observation.

This proposal may serve as **RKI's** work agreement for the referenced project. Please sign this proposal, initial every page of each attachment, fill out the Report Distribution List, and return one signed original to our office as authorization for **RKI** to provide these services. If you choose to issue your own purchase order or work agreement, please reference our proposal number.



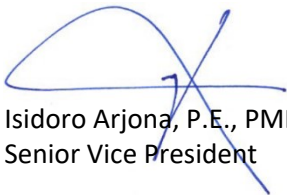
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2

Thank you for allowing **RKI** the opportunity to submit our proposal for the construction materials observation and testing services. We have an equipped AASHTO Accredited laboratory and we look forward to providing these services to you during the construction of this project. If you have any questions concerning our proposal or need any additional information, please call us at (214) 393-9022.

Very truly yours,

RABA KISTNER, INC.



Isidoro Arjona, P.E., PMP, D.GE, F.ASCE
Senior Vice President

IA: jm

- Attachments: Cost Estimate Breakdown
 Scope of Work
 Report Distribution List
Attachment I Standard Terms and Conditions

Signature

Printed or Typed Name

Title

Company Name

Date

COST ESTIMATE BREAKDOWN				
Project Name:	IL of Texas Arlington Grand Prairie HS			
Project Location:	2851 Ragland Road, Grand Prairie, Texas 75052			
Contact Name:	Mr. Charles Klein, Senior Executive Director of Construction			
Client:	International Leadership (IL) of Texas			
Address:	2021 Lakeside Boulevard			
City/State /Zip	Richardson, TX 75082			
Phone Number:	972-479-9078			
E-Mail:	cklein@iltexas.org			
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	COST EXTENSION
SOILS (Testing assumptions based on construction schedule provided by Key Construction dated 9/13/23)				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM (Includes Atterberg Limits and Sieve Analysis)	\$471.50	each	15	\$7,072.50
Lime Series Curve	\$527.00	each	1	\$527.00
Gradation	\$89.00	each	6	\$534.00
Field Testing/Observation				
In-Place Nuclear Densities	\$24.00	each	0	\$0.00
Nuclear Gauge Daily Rental	\$79.00	day	72	\$5,688.00
Materials Technician	\$62.50	hour	451	\$28,187.50
Materials Technician (overtime)	\$94.00	hour	148	\$13,912.00
Vehicle Travel Charge	\$65.00	trip	77	\$5,005.00
Subtotal				\$60,926.00
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$62.50	hour	120	\$7,500.00
Vehicle Travel Charge	\$65.00	trip	30	\$1,950.00
Subtotal				\$9,450.00
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$20.00	each	420	\$8,400.00
Field Testing/Observation				
Materials Technician	\$62.50	hour	201	\$12,562.50
Materials Technician (overtime)	\$94.00	hour	129	\$12,126.00
Vehicle Travel Charge	\$65.00	trip	90	\$5,850.00
Subtotal				\$38,938.50
MASONRY (Testing assumptions based on construction schedule provided by Key Construction dated 9/13/23)				
Laboratory Testing				
Compressive Strength of Mortar Cubes	\$20.00	each	240	\$4,800.00
Compressive Strength of Grout	\$20.00	each	200	\$4,000.00
Compressive Strength of Masonry Prisms	\$247.50	each	8	\$1,980.00
Field Testing/Observation				
Materials Technician	\$62.50	hour	400	\$25,000.00
Vehicle Travel Charge	\$65.00	trip	40	\$2,600.00
Subtotal				\$38,380.00
THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS				
Field Testing/Observation				
Materials Technician	\$62.50	hour	20	\$1,250.00
Vehicle Travel Charge	\$65.00	trip	4	\$260.00
Subtotal				\$1,510.00
STRUCTURAL STEEL INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$130.00	hour	120	\$15,600.00
Non Destructive Testing (Ultrasonic Testing)	\$142.00	hour	0	\$0.00
Vehicle Travel Charge	\$65.00	trip	20	\$1,300.00
Subtotal				\$16,900.00
ASPHALT				
Laboratory Testing				
Bag Sample (Extraction, Gradation, A/C content, Molding Specimens, Laboratory Density of Molded Specimens, Stability Test, Hveem, Maximum Theoretical Specific Gravity)	\$400.00	each	1	\$400.00
Density of Asphalt Cores	\$95.00	each	3	\$285.00
Field Testing/Observation				
Materials Technician	\$62.50	hour	5	\$312.50
Coring Equipment	\$350.00	day	1	\$350.00
Vehicle Travel Charge	\$65.00	trip	1	\$65.00
Subtotal				\$1,412.50
PROJECT ADMINISTRATION				
Project Coordinator	\$79.00	hour	16	\$1,264.00
Project Engineer	\$178.50	hour	8	\$1,428.00
Subtotal				\$2,692.00
Reporting, Engineer Review, and Report Distribution		10% of total cost		\$17,020.90
GRAND TOTAL				\$187,229.90

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SCOPE OF WORK
Construction Materials Observation and Testing Services
IL of Texas Arlington Grand Prairie HS
2851 Ragland Road, Grand Prairie, TX 75052

General:

- 1. We understand that International Leadership (IL) of Texas will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 3-hour minimum charge per each site visit with a 2-hour minimum for sample pickups. We request twenty-four (24) hour notification to properly schedule our work.
- 2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
- 3. A vehicle travel charge will be assessed for round-trip travel from our office to the project site, material supplier, etc. and back to our office. The charges from our office to the project site will be as follows:

Travel Time (Round Trip) 1 Hour

Vehicle Travel Charge \$65.00 Trip
- 4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Services requested during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. Normal work hours are defined as Monday through Friday, 7:00 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day.
- 5. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Tarrant County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner Consultants, Inc.
- 6. A ten (10) percent project engineer review, administration, and report distribution cost will be added to all invoices.
- 7. **RKI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

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REPORT DISTRIBUTION LIST

Please provide **RKI** with project distribution for our submittal of reports on this project. Unless otherwise indicated, testing and observation reports will be distributed via email. Once the proposal has been approved, use the following email address for Construction Materials Testing scheduling dfwdispatch@rkci.com

Client:

Attention: _____
Phone No: _____ Email: _____

Architect:

Attention: _____
Phone No: _____ Email: _____

Engineer:

Attention: _____
Phone No: _____ Email: _____

Contractor:

Attention: _____
Phone No: _____ Email: _____

Other:

Attention: _____
Phone No: _____ Email: _____

Please return this Attachment via fax or mail with signed Authorization.

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Attachment I



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing

the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work or create a

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warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.
9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.
10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with

or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
15. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.
16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT

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communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

19. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS,**

DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

20. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversies between RK and CLIENT arising out of, or in any way related to, the services provided by RK shall be submitted to mediation, before and as a condition precedent to, other remedies provided by law. Any litigation related to the Agreement or RK's performance of its professional services shall be commenced in a court in Bexar County, Texas. CLIENT consents to personal jurisdiction in the State of Texas and agrees that venue of any litigation shall be in Bexar County, the county where RK's principal place of business is located. CLIENT waives any objection to personal jurisdiction in Texas or to venue in Bexar County. The prevailing party in such litigation will be entitled to recover all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation and / or litigation related to any claim arising out of the services provided under this Agreement, CLIENT shall obtain a written affidavit from a registered, independent, and reputable professional engineer describing any error, omission or other act by RK that allegedly failed to comply with the professional standard of care applicable to RK's performance of services and provide such affidavit to RK. The affidavit shall comply with the requirements of Texas Civil Practice & Remedies Code Chapter 150.
21. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate RK's services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate its services without waiving any claims against or incurring any liability to CLIENT.
22. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
23. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

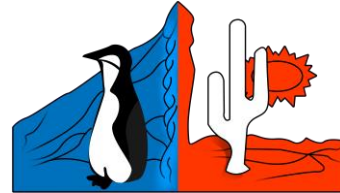
Proposal No. PDD23-057-00
November 13, 2023

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24. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign or transfer its interest in this Agreement without the express written consent of the other.
25. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provisions the maximum permissible effect and application intended.
26. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

A/W MECHANICAL SERVICES, L. P.

P.O. Box 70308
Houston, Texas 77270-0308
(713) 869-7584
(713) 869-2909 fax



Quote No. 24704

Dec 15, 2023

Richmond K-8 School, Controls

Submitted To:

IL Texas
Attn: Charles Klein

Service Address:

1120 FM 359
Richmond, Texas 77406

We hereby propose to furnish the materials and perform the labor for the completion of:

I. SERVICE(S) : Provide and install the following:

- A. Provide and install one new Computrols Building Automation System (CBAS) platform for automation system control of the Richmond K-8 Charter School.
 - 1. Provide and install one new CBAS server in the IDF room. (Coordinate with IT for location).
 - 2. Provide and install CBAS software with required licenses for the integration of all automation system components.
 - 3. Provide the CBASweb interface module to allow remote access for control and monitoring.
 - 4. Provide 6 new controls enclosures with Computrols 8LX interface controllers in IDF and electrical rooms. One for each wing of the facility. Included with cabling conduit raceways to keep all cabling in the room secure and all required labor for the installation.
 - 5. Provide the required power supplies with each enclosure and all required 120volt power for operations.
 - 6. Provide CAT 6 cabling and terminations from the IDF rooms into each of the 8LX controllers for network interconnection.
- B. Provide and install fifty-four (54) new DDC controllers for control of roof-top units.
 - 1. Provide Honeywell Spyder controllers for each of the DX RTU systems shown on the drawings.
 - 2. Start/stop Scheduling of the Units
 - 3. Discharge air temperature
 - 4. Return air temperature
 - 5. Return air CO2
 - 6. Return air humidity
 - 7. Compressor relay start/stop
 - 8. Compressor status via analog amperage
 - 9. Dehumidification Activation Relay
 - 10. Supply fan relay start/stop
 - 11. Supply fan air flow status
 - 12. Fan Speed Control via VFD software communications integration as available.
 - 13. Outside air Damper Control via demand-based ventilation.
 - 14. Gas heating start and ignition control

15. As applicable, Verify the duct smoke detector integration into the unit shutdown sequence. (Duct detector provided and installed by others).
 16. Cabling and terminations as required.
 17. Graphical Images for each unit.
- C. Providing and install controls for seven (7) new Carrier DX Split system units being provided in the administration area.
1. Provide Honeywell Spyder controllers for each of the DX Split systems with gas fired heaters as shown on the drawings.
 2. Start/stop Scheduling of the Units
 3. Discharge air temperature
 4. Return air temperature
 5. Return air CO2
 6. Space temperature with adjustable set point control.
 7. Space humidity
 8. Compressor relay start/stop
 9. Compressor status via analog amperage
 10. Supply fan relay start/stop
 11. Supply fan air flow status
 12. Gas heating start and ignition control
 13. As applicable, Verify the duct smoke detector integration into the unit shutdown sequence. (Duct detector provided and installed by others).
 14. Cabling and terminations as required.
 15. Graphical Images for each unit.
- D. Provide and install five (5) new DDC expansion controllers for control of ERU units.
1. Provide Honeywell Spyder expansion modules connected and integrated to the correct RTU for each of the ERU units as shown on the drawings.
 2. Start/stop Scheduling of the Units
 3. Discharge air temperature
 4. Return air temperature
 5. Supply and exhaust fan relay start/stop
 6. Supply and exhaust fan status
 7. Heat wheel motor relay start/stop
 8. Heat wheel motor status
 9. Cabling and terminations as required.
 10. Graphical Images for each unit.
- E. Providing space temperature sensors in critical areas to monitor the temperatures for alarms. Both IDF rooms, the Fire Riser room, the front utility room. Providing two wall mounted thermostats on each side of the stage area for additional temperature monitoring and control sequencing.
- F. Providing alarm monitoring only to the Captive Air kitchen hood system and status of the kitchen exhaust fan. Start/stop of the kitchen fans is thru the Captive Air Hood Control System.
- G. Provide BACnet IP integration of the lighting control systems.
- H. Providing all required programming, testing, and commissioning of the new direct digital controls equipment.
- I. Providing two days of software and hardware training for all interested facilities staff.
- J. Providing warranty coverage of all controls systems related issues for a period of 1 year from start-up and Cx completion.
- K. Provide all required graphical interface for the BAS system.

L. All controls work quoted is based on drawings dated 04-28-23.

II. COST(S): Base Bid:

A. Materials and Labor	\$341,925.00
B. Sales Tax (Exempt)	\$ 0.00
C. Total Project Costs	\$341,925.00

III. SPECIAL NOTE(S):

A. All controls work quoted is based on drawings dated 04-28-23

All material is guaranteed to be as specified, and the above, described work will be performed and completed in a substantial workmanlike manner according to standard practices. Unless noted above, the above, described work will be performed during regular daytime business hours.

Regulated by the Texas Department of Licensing and Registration, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202.

Respectfully Submitted,

Charlie Bozeman
Director, Controls Division
A/W MECHANICAL SERVICES, L.P.
TACLA002812C

Terms and Conditions:

- A. This proposal may be withdrawn by us if not accepted within 30 days.
- B. The following work is by others and not included in the scope of this proposal:
- C. This proposal only includes mechanical equipment or work shown on the mechanical plans. A/W Mechanical makes no attempt to interpret notes, details, specifications, or intent pertaining to work not specifically shown on the mechanical ("M") plans unless otherwise noted in the scope of services above.
- D. **Additional Service:** Services or parts requested by the customer in addition to those specified in this agreement will be provided upon receipt of the Customer's written authorization and invoiced at A/W Mechanical's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this agreement.
- E. **Warranty:** A/W Mechanical does not warrant products, but it does pass on to the customer any available manufacturer's warranty for those products. All labor is warranted for a period of one (1) year from the date of Substantial Completion.
- F. **Insurance:** Upon request, A/W Mechanical will furnish evidence of its standard insurance coverage.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory as stated and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____



AIA® Document G801™ – 2017

Notice of Additional Services

PROJECT: *(name and address)*
International Leadership of Texas
Heritage K-8
(formerly Mansfield K-8)

AGREEMENT INFORMATION:
Date: 7.22.2021

NOTICE INFORMATION:
Notice Number: 1

Date: 11.28.23

OWNER: *(name and address)*
International Leadership of Texas
1651 N. Glenville Dr. Suite 216
Richardson, TX, 75081

ARCHITECT: *(name and address)*
Pivot North Architecture
116 S. 6th St.
Boise, Idaho, 83702

Select as appropriate:

- ☒ **ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED**
(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:

(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)

This amendment is in accordance with Article 4.2 of the original agreement, and reflects an additional service required due to construction schedule change by the Owner. Originally the Owner's schedule for completion was summer 2023, due to unforeseen circumstances, the schedule was adjusted to summer 2024. The architects duration of construction administration changed from approximately 12 months to approximately 18 months since construction started in late 2022/early 2023.

Compensation Adjustment:

Pivot North will provide additional construction administration services at a discounted rate from the original service due to the efficiency of work by the team. Additional service amounts to \$15,000/mo. from February 2024 to June 2024, totaling \$75,000 and can be continued if needed. Additional reimbursable expenses may be required as well for travel and site visits.

Schedule Adjustment:

Construction schedule changed from 12 to 18 months approximately. The school will finish construction in summer 2024 instead of the original date of summer 2023.


- ☐ **ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**
(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:
(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ISSUED BY THE ARCHITECT:	OWNER'S AUTHORIZATION, IF REQUIRED:
Pivot North Architecture	
ARCHITECT <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
	
SIGNATURE	SIGNATURE
Clint Sievers, Partner	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
11.28.23	
DATE	DATE



AIA® Document G801™ – 2017

Notice of Additional Services

PROJECT: *(name and address)*
International Leadership of Texas
Pearland K-8

AGREEMENT INFORMATION:
Date: 7.22.2021

NOTICE INFORMATION:
Notice Number: 1

Date: 11.28.23

OWNER: *(name and address)*
International Leadership of Texas
1651 N. Glenville Dr. Suite 216
Richardson, TX, 75081

ARCHITECT: *(name and address)*
Pivot North Architecture
116 S. 6th St.
Boise, Idaho, 83702

Select as appropriate:

- ☒ **ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED**
(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:

(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)

This amendment is in accordance with Article 4.2 of the original agreement, and reflects an additional service required due to construction schedule change by the Owner. Originally the Owner's schedule for completion was summer 2023, due to unforeseen circumstances, the schedule was adjusted to summer 2024. The architects duration of construction administration changed from approximately 12 months to approximately 18 months since construction started in late 2022/early 2023.

Compensation Adjustment:

Pivot North will provide additional construction administration services at a discounted rate from the original service due to the efficiency of work by the team. Additional service amounts to \$15,000/mo. from February 2024 to June 2024, totaling \$75,000 and can be continued if needed. Additional reimbursable expenses may be required as well for travel and site visits.

Schedule Adjustment:

Construction schedule changed from 12 to 18 months approximately. The school will finish construction in summer 2024 instead of the original date of summer 2023.


- ☐ **ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**
(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:
(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ISSUED BY THE ARCHITECT:	OWNER'S AUTHORIZATION, IF REQUIRED:
<div>Pivot North Architecture</div> <div>ARCHITECT <i>(Firm name)</i></div> <div></div> <div>SIGNATURE</div> <div>Clint Sievers, Partner</div> <div>PRINTED NAME AND TITLE</div> <div>11.28.23</div> <div>DATE</div>	<div></div> <div>OWNER <i>(Firm name)</i></div> <div></div> <div>SIGNATURE</div> <div></div> <div>PRINTED NAME AND TITLE</div> <div></div> <div>DATE</div>



AIA[®] Document G801[™] – 2017

Notice of Additional Services

PROJECT: *(name and address)*
International Leadership of Texas
Windmill Lakes Orem High School

AGREEMENT INFORMATION:
Date: 10.19.20

NOTICE INFORMATION:
Notice Number: 1

Date: 11.28.23

OWNER: *(name and address)*
International Leadership of Texas
1651 N. Glenville Dr. Suite 216
Richardson, TX, 75081

ARCHITECT: *(name and address)*
Pivot North Architecture
116 S. 6th St.
Boise, Idaho, 83702

Select as appropriate:

- ☒ **ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED**
(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:

(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)

This amendment is in accordance with Article 4.2 of the original agreement, and reflects an additional service required to add scope to the original project. Pivot North will provide basic services consistent with the original agreement for the interior renovation of the Media Center building, otherwise known as phase 8.

Compensation Adjustment:

Pivot North will provide the above mentioned services at current hourly rates and bill on a time and materials basis. Additional reimbursable expenses may be required as well for travel and site visits.

Schedule Adjustment:

Construction documents are to be completed in early 2024, with assumed permitting and construction start in spring 2024. Construction is assumed to occur in summer 2024.

- ☐ **ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**
(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)


The Architect hereby notifies the Owner of the need to perform the following Additional Services:

(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ISSUED BY THE ARCHITECT:	OWNER'S AUTHORIZATION, IF REQUIRED:
Pivot North Architecture	
ARCHITECT <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
	
SIGNATURE	SIGNATURE
Clint Sievers, Partner	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
11.28.23	
DATE	DATE



FEE PROPOSAL

DATE:	November 27, 2023		
PROJECT:	Aggieland HS Portables College Station, TX	PNa PROJECT #:	23-019
CONSULTANT TEAM:	Kimley Horn		
CIVIL ENGINEER:	Kimley Horn		
LANDSCAPE:	JFTE		
MEP Engineer:			

PROJECT DESCRIPTION:

Scope of this project includes the addition of 1 portable classroom unit that include 2 classrooms. These are intended to be dry units and students will use the restrooms inside the new school. Accessible access will be provided by the classroom manufacturer and installer. Portable units to be located per the civil drawings.

PROJECT SCOPE:

- Site plan showing site improvements, layout, and utilities.
- Utility models, plans and reports showing proper analysis for review by the authority having jurisdiction and construction.
- Specifications for construction of utility connections.
- Topographic and utility survey within the location boundary of the portable units will be completed.
- Site visits as required to complete the work.

EXCLUSIONS:

- ADA/TAS compliance review and additional permitting
- Platting, re-platting
- Zoning, re-zoning
- Traffic impact analysis
- Main utility line extensions
- Detention design
- Construction staking
- Accessible ramp and stair design and documentation.
- Foundation design and documentation.
- Design of portable units.

DELIVERABLES:

- Agency review application and drawing submittal to the City of College Station for plan review.
- Construction documents for bidding and construction.



PROPOSED FEE:

The following proposed fee includes Architectural Design assistance, Civil Engineering and necessary landscape adjustments required to submit for permitting, execution of the work and to facilitate bidding.

Survey	Fee Per KH proposal attached
Civil Engineering	Fee Per KH proposal attached
JFTE Engineers	Fee Per JFTE proposal attached
Architectural Assistance and Support	Fee
*Hourly Time and Materials Estimate	\$8,000

*Based on Pivot North architecture 2023 Rates

Please review the attached Contract Terms and Conditions. If this scope and terms are agreeable, please sign and return a copy for my records. We look forward to working with you on this project.



Clint Sievers, AIA
Principal
Pivot North architecture, PLLC

International Leadership of Texas



CONTRACT TERMS AND CONDITIONS

1. CONTRACT. These Contract Terms and Conditions and the Provisions and the accompanying Proposal or Scope of Services (collectively "Scope") constitute the full and complete Agreement between Consultant and Client (the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement shall not be amended, waived, or superseded in whole or in part except in a writing signed by all parties. These Contract Terms and Conditions shall control over any inconsistency between them and any writing relating to the transactions between Consultant and Client arising under the Agreement.

2. PAYMENT. Unless the Scope provides otherwise, Client shall pay Consultant as stated herein. Client shall pay Consultant monthly for services rendered and reimbursable expenses. Client shall issue payment of all undisputed amounts within 30 calendar days of receiving Consultant's invoice. If Client does not pay an invoice within 30 days of receiving it, Consultant may, upon written notice to Client, suspend further work until payments are brought current. Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension. Client shall pay Consultant a service fee of 1.5% per month on invoiced amounts not paid after 30 calendar days.

Within 15 calendar days of receiving an invoice, Client shall notify Consultant in writing of any dispute over the invoice amount or invoiced services, and waives its rights to all disputes regarding an invoice if it does not so notify Consultant. If Client and Consultant do not resolve the dispute within 25 calendar days after Client's notice to Consultant, the dispute must be resolved in accordance with the Dispute Resolution provisions of this Agreement. Client shall not withhold any payment amount for contractual penalties, contract damages, liquidated damages, or any other set off, unless Consultant is adjudged liable for that amount prior to the date the payment is due. Consultant has the right to all legal remedies to obtain payment. Client shall pay Consultant's costs and attorney fees, incurred in seeking payment of invoices not paid when due.

3. REIMBURSABLE EXPENSES. Reimbursable Expenses will be billed at Consultant's cost plus 15%. Reimbursable Expenses are Consultant's actual expenses incurred directly or indirectly in connection with the services provided, which may include but are not limited to, travel costs, materials, supplies, document reproduction, municipal fees and taxes, delivery and courier services; and costs responding to subpoenas or other legal process regarding the Agreement or Scope.

4. DOCUMENTS. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by Consultant are instruments of Consultant's service and shall remain Consultant's property ("Instruments of Service"). Unless otherwise stated in the Scope, Consultant retains all rights to the Instruments of Service except that Client has a non-exclusive license to use and reproduce the Instruments of Service for the project that is the subject of the Scope. No other licenses are granted or implied. If this agreement is terminated for any reason before Consultant completes and is paid in full for its services, Client's non-exclusive license to use the Instruments of Service terminates on the date the contract is terminated. Any reuse or distribution of Instruments of Service to third parties without Consultant's written consent is prohibited and shall be at Client's sole risk and without liability to Consultant. Client shall defend, indemnify, and hold harmless Consultant from and against all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or relating to Client's unauthorized reuse or distribution of Instruments of Service.

5. STANDARD OF CARE. Consultant shall perform services under this Agreement, including but not limited to efforts to comply with applicable codes, regulations, laws, rules, ordinances, in accordance with the standard of care for similar professionals rendering similar services under similar circumstances in the area of the project.

6. SCHEDULE AND DELAY. Except as to Client's payment obligations, the failure of a party to perform an obligation hereunder shall not be a default of the Agreement to the extent a cause beyond the reasonable control of the party with the obligation prevented the performance.

7. WAIVER OF CERTAIN DAMAGES. Consultant and Client mutually and irrevocably waive all claims for and rights to delay damages, productivity loss damages, indirect damages, consequential damages, and, to the extent not encompassed by the foregoing, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, and diminution of property value arising out of or relating to Consultant's and its subconsultants' services, performance, or breach of the Agreement.

8. LIABILITY. Client agrees the limit of Consultant's—and its officers, directors, employees, agents, and subconsultants—liability for any claims, including but not limited to negligent acts, errors, omissions, or breach of contractual obligations relating to or arising out of Consultant's—and its officers, directors, employees,

agents, and subconsultants—services shall not exceed the greater of \$_____ (If no amount is stated herein, Consultant's total compensation under the Agreement shall be the liability limit.) or Consultant's total compensation under the Agreement. This limitation applies to Client and Client's contractors and subcontractors on the project. Client agrees to require its contractors and subcontractors to execute an agreement limiting liability in accordance with this paragraph.

9. INDEMNIFICATION. Client shall defend, indemnify and hold harmless Consultant—and its officers, directors, employees, agents, and subconsultants—from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Client's or Client's other consultants', contractors', and subcontractors' services performed, negligent acts, errors or omissions, or other conduct relating to the project.

10. RIGHT OF ENTRY. Client shall obtain or provide the legal right of Consultant—and those assisting it in performing the work—to enter all property necessary to perform the Scope.

11. HAZARDOUS MATERIALS. Unless the Scope provides otherwise, Consultant's services under the Agreement do not include any obligation to investigate, detect, or remediate hazardous materials, as defined by Federal, State, and local laws or regulations, and Consultant shall have no responsibility for the discovery, presence, handling, removal, remediation, or disposal of, or exposure of persons to, hazardous materials in any form at project.

12. DISPOSAL OF SAMPLES. Unless the Scope provides, Consultant has the right to discard all samples of any kind relating to the project upon completing the Scope.

13. FAIR HOUSING. Client acknowledges that the requirements of Americans with Disabilities Act ("ADA") and the Fair Housing Act (as well as all state and local laws, codes, or ordinances, that apply to the same subject matter) may be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable requirements that apply to its services. Consultant cannot and does not promise, warrant, or guarantee that the services performed under the Agreement services will comply with interpretations of those requirements as they apply currently or in the future. In addition, the Consultant shall be entitled to rely reasonably on written interpretations and specific approvals regarding the disability requirements given by government officials with responsibility for enforcing such requirements.

14. CONSTRUCTION PHASE SERVICES. Unless the Scope provides otherwise, if Consultant provides services during the project's construction phase, Consultant has no duty, and shall be deemed to not have assumed a duty, to supervise, direct, control, or inspect the work of contractors or subcontractors, shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of contractors or subcontractors, and shall have no liability or responsibility for the contractors' or subcontractors' performance of their work in accordance with the Instruments of Service or any other document issued by Consultant.

15. OPINION OF COSTS. Consultant's opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs, if provided by Consultant, will be based on Consultant's experience and qualifications and will represent Consultant's judgment, but shall not be construed as a guarantee of the accuracy of such estimates. Client recognizes that Consultant does not have control over the costs of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work and agrees that Consultant shall have no liability or responsibility arising from or related to the use of Consultant's opinions.

16. SUSPENSION OF WORK. If Client suspends Consultant's work for any reason, Client shall remain liable to, and shall pay within 30 days, Consultant for all services rendered to the date Client suspends the work, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

17. CHANGES TO CONSULTANT'S FEE AND SCHEDULE COMMITMENTS. Unless the Scope provides otherwise, the proposed fee, costs and schedule commitments therein are Consultant's estimate to perform the contracted services. Consultant's fee, costs, and schedule commitments shall be renegotiated if Client, Client's contractors' or Client's subcontractor's fail to provide specified facilities, direction, or information, or if any cause beyond Consultant's reasonable control impairs Consultant's ability to perform its services within its proposed fee, costs and schedule commitments.

18. CONFLICTS OF INTEREST. Consultant may have current or past relationships with clients whose interests are adverse to Client or the project. Consultant's practice is to make reasonable attempts to identify such relationships prior to accepting a professional assignment, but Consultant cannot assure that conflicts or



/Volumes/Sharefile/Projects/2023/23-019 IL Texas Aggieland Portables/00 Admin/01 Contracts/04_PN/2023_ILTexas Aggieland Portables Proposal.docx

FEE PROPOSAL

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PIVOT NORTH ARCHITECTURE | 1101 W. Grove St. | Boise, ID 83702 | 208.690.3108

perceived conflicts will not arise and shall incur no liability or responsibility for such occurrences.

19. GOVERNING LAW. The laws of the state of Idaho shall govern the validity and interpretation of this Agreement. In the event and only to the extent that Idaho law is held inapplicable for any reason, the laws of the state in which the project is located shall govern the validity and interpretation of this Agreement.

20. SEVERABILITY AND SURVIVAL. In the event any part of these Contract Provisions is found to be illegal or otherwise unenforceable, the unenforceable part shall be stricken while having no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable part was never included in the Agreement. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

21. DISPUTE RESOLUTION. Client and Consultant agree to submit all claims and disputes arising out of this Agreement to non-binding mediation before initiating legal proceedings. This provision shall survive completion or termination of this Agreement. However, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. The mediation shall follow the Construction Industry Mediation Rules of the American Arbitration Association.

22. CONSULTANT RELIANCE. Consultant is entitled to rely on the accuracy and completeness of information provided by Client and Client’s consultants and contractors, and information from public records, without independently verifying such information, and shall incur no responsibility or liability arising from the inaccuracy or incompleteness of such information.


23. CERTIFICATIONS. Unless the Scope provides otherwise, Consultant is not required to sign any certifications. Further, Consultant shall not be required to sign any documents, no matter by whom requested, that would require Consultant to certify, guaranty, or warrant the existence or non-existence of conditions Consultant cannot reasonably ascertain or require affirmation of facts outside of the scope of this agreement.

24. THIRD PARTIES. There are no third party beneficiaries to this Agreement. Nothing in this Agreement shall be construed as creating a contractual relationship with, or a cause of action in favor of, a third party against Client or Consultant.

25. NONWAIVER. Either party’s waiver or failure to enforce this Agreement regarding an event constituting a breach by the other party shall not operate as or be construed as a waiver of either party’s rights as to any other event constituting a breach.

Agreed to on _____
(Date)

Client: _____
(Signature)

Consultant:  _____
(Signature)





2023 Standard Hourly Rate Table*

Principal	\$185.00
Senior Project Manager	\$160.00
Project Manager	\$155.00
Project Architect	\$145.00
BIM Manager	\$150.00
QA/QC	\$155.00
Senior Project Designer	\$160.00
Project Designer III	\$120.00
Project Designer II	\$115.00
Project Designer I	\$110.00
Senior Interior Designer	\$130.00
Interior Designer	\$110.00
Administrative	\$90.00

In-House Reimbursable Costs	Rate
Printing & Reproduction:	
Color print/copy (8.5" x 11", 11"x17")	\$1.00
Black & White print/copy (8.5" x 11", 11"x17")	\$0.08
CD/DVD Duplication	\$20.00
USB Drive Duplication (less than 2GB)	\$10.00
Mileage (per mile and consistent with current IRS rates)	\$0.655
Postage	Cost

Out-of-house reimbursable costs will include a 10% administrative mark-up over actual cost and may include but will not be limited to the following items:

- Reproductions, prints, plots & mounting
- Plan review and application fees
- Meals and approved travel expenses
- Renderings and models
- Outside professional services approved by the client

Copies of all out-of-house reimbursable expense invoices will be included with Pivot North's invoice to the client. *Rates be re and may be adjusted per annum



October 30, 2023

Mr. Clint Sievers, AIA, NCARB
Pivot North Architecture
1101 W. Grove Street
Boise, Idaho 83702

**RE: Professional Services
IL Texas Aggieland High School – Temporary Portable Buildings
College Station, Texas**

Dear Mr. Sievers:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit a project understanding, scope of services, and fee summary to Pivot North Architecture ("Client") for the above referenced project.

PROJECT UNDERSTANDING

Kimley Horn understands that International Leadership of Texas ("Owner") would like to install a temporary portable building on a property they lease at the intersection of Texas Ave and King Cole Drive. The Client wishes to engage Kimley Horn to perform survey, site planning, and city permitting.

The following Scope of Services consists of the services anticipated to meet the Owner's current needs for the proposed development.

SCOPE OF SERVICES

Task 1 - Topographic Survey

Through a subconsultant, KH will prepare a topographic survey for the site to be used for site planning and civil engineering design purposes. The topographic survey is to be used in-house and will not be issued as a stand-alone survey document. The survey will consist of: Elevations around the immediate perimeter of the site; Contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points; Observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances; Dig Test markings of subsurface utilities that are in place at the time our field work is being done; and two benchmarks established with the survey.

Task 2 Minor Site Plan

Kimley-Horn will visit the site to visually observe the existing conditions. KH will prepare a "minor site plan" modification for submittal to the City of College Station. The plan will include the following items.



- Demolition Locations
- Proposed Paving Locations
- Proposed Pavement Markings and Signage
- Construction Details

Task 3 City Permitting

Civil Plans will be submitted to City and the Client for concurrent review and comment. This task includes up to two (2) submittals and response to agency comments.

Kimley-Horn will rely on the completeness and accuracy of the information provided by the Client and project team when making submittals to Agencies.

This task does not include permitting or submittal fees (to be paid by Client). *If additional effort is requested by Client or reviewing agency, including, but not limited to meetings or additional review rounds, it will be billed as an additional service, in excess of the budget amount estimated herein.*

Task 4 Bidding Phase Services

The scope of services listed below may or may not be performed as part of our construction phase services. The Consultant's role during bidding is limited and services are only provided upon request of the Architect. Because the extent of the bidding period is unknown at this time, we have projected our effort at five (5) hours based on our experience. If additional effort is required by the client or reviewing agency, it will be billed as an additional service, in excess of the budget amount estimated below.

- Attend pre-bid conference
- Respond to contractor requests for information

Task 5 Construction Phase Services

The scope of services listed below may or may not be performed as part of our construction phase services. The Consultant's role during construction is limited and services are only provided upon request of the Architect. Because the construction period is unknown at this time, we have projected our effort at fifteen (15) hours based on our experience. If additional effort is required by the client or reviewing agency, it will be billed as an additional service, in excess of the budget amount estimated below.

- Attend pre-construction conference
- Respond to contractor requests for information
- Review and respond to contractor material submittals
- Perform up to 2 site visits during construction and prepare and transmit an electronic site observation report of the civil activities observed while on site.
- Perform a final walk through of the project.
- Prepare record documents based on contractor provided markups of the plans.

Construction Phase Services are also specifically defined and subject to the statements below.

Visits to Site and Observation of Construction. Consultant will make visits at intervals as directed by Architect in order to observe the progress of the Work. Such visits and observations by Consultant are not



intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Architect informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Architect a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. The Consultant is not responsible for any duties assigned to the design professional in any construction contract that are not expressly provided for in this Agreement.

Recommendations with Respect to Defective Work. Consultant will recommend to Architect that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Architect as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Architect.

Change Orders. Consultant may recommend Change Orders to Architect, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
INFORMATION PROVIDED BY OWNER



We shall be entitled to rely on the completeness and accuracy of all information provided by the Owner or the Owner's consultants or representatives. The Owner shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Access to Property;
- Executed Copy of this Agreement;
- The property owner contact information;
- If applicable, reason for significant reduction in purchase price of the subject property;
- All environmental reports available for the property, and
- Commonly known or reasonably ascertainable information that the Owner is aware of relevant to RECs associated with the property.

FEE AND EXPENSE

within 30 days after the Client is paid by the Owner. The Client shall exert reasonable and diligent efforts to collect prompt payment from the Owner.

For all tasks, direct reimbursable expenses such as delivery services, air travel, mileage, in-house reproduction, and other direct expenses will be billed at 1.15 times cost. Fees and expenses will be invoiced monthly, as applicable, upon the percentage of services completed or actual services performed and expenses incurred. Payment will be due within 25 days of your receipt of the invoices. ~~issued upon receipt of funds from the client.~~

msj
DH

The table below lists the fees for the services described above. All tasks herein will be performed at a Lump Sum rate.

Task		Fee	Fee Type
Task 1	Topographic Survey	\$4,500	Lump Sum
Task 2	Minor Site Plan	\$7,500	Lump Sum
Task 3	City Permitting	\$4,500	Lump Sum
Task 4	Bidding Phase Services	\$825	Lump Sum
Task 5	Construction Phase Services	\$2,500	Lump Sum
TOTAL SERVICES		\$19,825	Lump Sum

Please be advised that the Consultant is not a Contingent Partner in this project. As such the Consultant will be paid in full for all Professional Services rendered. ~~As stated above, payment of invoices will be due within 25 days of receipt. The Consultant reserves the right to suspend services if payment has not been received within 30 days of receipt of the invoice.~~

msj
DH



Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Pivot North Architecture.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this agreement. Fees stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "J. Chris Harris".

J. Chris Harris, P.E.
Vice President

A handwritten signature in black ink, appearing to read "Annie Briscoe".

Annie Briscoe, P.E.
Project Manager

Attachments: Standard Provisions

Pivot North Architecture.

Agreed to this 1st day of November, 2023

By:  Clint Sievers

Title: Principal

Attest: _____

Title: _____



KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. ~~Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.~~
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

within 30 days after the Client is paid by the Owner. The Client shall exert reasonable and diligent efforts to collect prompt payment from the Owner.

mf **DH**

If the Client fails to make any payment due under this agreement within 90 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the



documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable



rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



James F. Turner Engineers, L.P.
Consulting Engineers

Proposal: 23-8640
November 21, 2023

Pivot North Architecture
116 South 6th Street
Boise, ID 83702

Attn: Daniel Horrigan

Re: Electrical Engineering
International Leadership of Texas
Modular Buildings at Aggieland
College Station, TX

Daniel,

JAMES F. TURNER ENGINEERS would be pleased to provide electrical engineering services for the project, adding a new modular building.

SCOPE

Design Phase Services:

1. Design electrical connections and coordinate site utility extensions.

FEES

<u>Electrical Design</u>	<u>\$4,600.00</u>
Total – Engineering Services	\$4,600.00

SCHEDULE

To be determined.

PAYMENT

Our terms are net 30 days.

CONDITIONS & QUALIFICATIONS

This proposal is presented contingent upon the following:

1. The project will not be LEED certified.
2. Modular building drawings to be provided by others.
3. This project will be completed in AutoCAD or Revit. CAD floor plans or an architectural model for backgrounds to be provided by others.

DALLAS – 8340 Meadow Road – Suite 160 -- Dallas, Texas 75231 – Firm #10349 -- 214.750.2900



Proposal: 23-8640
November 21, 2023
Page 2

- 4. Though JFTE is sensitive to budgetary limitations and will make every reasonable effort to design appropriate systems for the project, JFTE takes no direct responsibility for overall project costs. Redesign for budgetary reasons is not included in base fee.
- 5. Though JFTE is sensitive to the volatility of material and delivery challenges in the current building industry and will make every effort to specify and design for systems that are available at the time, redesign for varying product availability is not included in base fee.
- 6. Though JFTE is sensitive to the volatility of equipment and delivery challenges in the current building industry and will make every effort to specify and design systems that are available at the time of design, re-review of submittal items for varying product availability or pricing is not included in base CA fee. This review will be billed hourly at the rates below.

ADDITIONS

Design charges for work not specifically included in this proposal would be invoiced at the following rates:

Principal Engineer.....	227.00
Project Engineer	156.00
Design Engineer	142.00
Designer	121.00

or as negotiated. Additional services would not be incurred without prior approval of Architect.

MISCELLANEOUS

Reimbursable Expenses

Reimbursable expenses such as long-distance travel, courier services, reproduction services, and computer plotting for delivery are not included in our fees and would be billed at cost.

This proposal is valid for acceptance within forty-five (45) days. Thank you for the opportunity to propose our services on this project.

Sincerely,
JAMES F. TURNER ENGINEERS, LP
Nicholas Polcari
Nicholas Polcari, PE
Partner

Accepted: _____

Date: _____

Texas Accessibility Solutions

3333 Melton Rd

Sanger, TX 76266

JustinkWalton@gmail.com

Proposal 2024004749**ADDRESS**

Pivot North Architecture

1101 W Grove Street

Boise, ID 83702 USA

DATE
11/09/2023TOTAL
\$1,175.00

QTY	ACTIVITY	RATE	AMOUNT
1	TDLR State Filing Fee TDLR State Filing Fees	175.00	175.00
1	TAS/ADA Plan Review and Inspection Plan Review and Inspection	1,000.00	1,000.00

Aggieland Portables

TOTAL

\$1,175.00

THANK YOU.

Accepted By


Accepted Date **11/10/2023**



FEE PROPOSAL

DATE:	October 27, 2022		
PROJECT:	Master Sergeant Ramirez K-8 Portables New Caney, TX	PNa PROJECT #:	22-053
CONSULTANT TEAM:	Kimley Horn		
CIVIL ENGINEER:	Kimley Horn		
LANDSCAPE:	JFTE		
MEP Engineer:			

PROJECT DESCRIPTION:

Scope of this project includes the addition of 4 portable classroom units that include 2 classrooms per unit. These are intended to be dry units and students will use the restrooms inside the new school. Accessible access will be provided by the classroom manufacturer and installer. Portable units to be located per the civil drawings.

PROJECT SCOPE:

- Site plan showing site improvements, layout, and utilities.
- Utility models, plans and reports showing proper analysis for review by the authority having jurisdiction and construction.
- Specifications for construction of utility connections.
- Topographic and utility survey within the location boundary of the portable units will be completed.
- Site visits as required to complete the work.

EXCLUSIONS:

- ADA/TAS compliance review and additional permitting
- Platting, re-platting
- Zoning, re-zoning
- Traffic impact analysis
- Main utility line extensions
- Detention design
- Construction staking
- Accessible ramp and stair design and documentation.
- Foundation design and documentation.
- Design of portable units.

DELIVERABLES:

- Agency review application and drawing submittal to Liberty County for plan review.
- Construction documents for bidding and construction.



PROPOSED FEE:

The following proposed fee includes Architectural Design assistance, Civil Engineering and necessary landscape adjustments required to submit for permitting, execution of the work and to facilitate bidding.

Survey	Fee Per KH proposal attached
Civil Engineering	Fee Per KH proposal attached
JFTE Engineers	Fee Per JFTE proposal attached
Architectural Assistance and Support	Fee
*Hourly Time and Materials Estimate	\$8,000

*Based on Pivot North architecture 2022 Rates

Please review the attached Contract Terms and Conditions. If this scope and terms are agreeable, please sign and return a copy for my records. We look forward to working with you on this project.



Clint Sievers, AIA
Principal
Pivot North architecture, PLLC

International Leadership of Texas



CONTRACT TERMS AND CONDITIONS

1. CONTRACT. These Contract Terms and Conditions and the Provisions and the accompanying Proposal or Scope of Services (collectively "Scope") constitute the full and complete Agreement between Consultant and Client (the "Agreement") and supersede all prior negotiations, representations or agreements, either written or oral. The Agreement shall not be amended, waived, or superseded in whole or in part except in a writing signed by all parties. These Contract Terms and Conditions shall control over any inconsistency between them and any writing relating to the transactions between Consultant and Client arising under the Agreement.

2. PAYMENT. Unless the Scope provides otherwise, Client shall pay Consultant as stated herein. Client shall pay Consultant monthly for services rendered and reimbursable expenses. Client shall issue payment of all undisputed amounts within 30 calendar days of receiving Consultant's invoice. If Client does not pay an invoice within 30 days of receiving it, Consultant may, upon written notice to Client, suspend further work until payments are brought current. Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension. Client shall pay Consultant a service fee of 1.5% per month on invoiced amounts not paid after 30 calendar days.

Within 15 calendar days of receiving an invoice, Client shall notify Consultant in writing of any dispute over the invoice amount or invoiced services, and waives its rights to all disputes regarding an invoice if it does not so notify Consultant. If Client and Consultant do not resolve the dispute within 25 calendar days after Client's notice to Consultant, the dispute must be resolved in accordance with the Dispute Resolution provisions of this Agreement. Client shall not withhold any payment amount for contractual penalties, contract damages, liquidated damages, or any other set off, unless Consultant is adjudged liable for that amount prior to the date the payment is due. Consultant has the right to all legal remedies to obtain payment. Client shall pay Consultant's costs and attorney fees, incurred in seeking payment of invoices not paid when due.

3. REIMBURSABLE EXPENSES. Reimbursable Expenses will be billed at Consultant's cost plus 15%. Reimbursable Expenses are Consultant's actual expenses incurred directly or indirectly in connection with the services provided, which may include but are not limited to, travel costs, materials, supplies, document reproduction, municipal fees and taxes, delivery and courier services; and costs responding to subpoenas or other legal process regarding the Agreement or Scope.

4. DOCUMENTS. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by Consultant are instruments of Consultant's service and shall remain Consultant's property ("Instruments of Service"). Unless otherwise stated in the Scope, Consultant retains all rights to the Instruments of Service except that Client has a non-exclusive license to use and reproduce the Instruments of Service for the project that is the subject of the Scope. No other licenses are granted or implied. If this agreement is terminated for any reason before Consultant completes and is paid in full for its services, Client's non-exclusive license to use the Instruments of Service terminates on the date the contract is terminated. Any reuse or distribution of Instruments of Service to third parties without Consultant's written consent is prohibited and shall be at Client's sole risk and without liability to Consultant. Client shall defend, indemnify, and hold harmless Consultant from and against all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or relating to Client's unauthorized reuse or distribution of Instruments of Service.

5. STANDARD OF CARE. Consultant shall perform services under this Agreement, including but not limited to efforts to comply with applicable codes, regulations, laws, rules, ordinances, in accordance with the standard of care for similar professionals rendering similar services under similar circumstances in the area of the project.

6. SCHEDULE AND DELAY. Except as to Client's payment obligations, the failure of a party to perform an obligation hereunder shall not be a default of the Agreement to the extent a cause beyond the reasonable control of the party with the obligation prevented the performance.

7. WAIVER OF CERTAIN DAMAGES. Consultant and Client mutually and irrevocably waive all claims for and rights to delay damages, productivity loss damages, indirect damages, consequential damages, and, to the extent not encompassed by the foregoing, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, and diminution of property value arising out of or relating to Consultant's and its subconsultants' services, performance, or breach of the Agreement.

8. LIABILITY. Client agrees the limit of Consultant's—and its officers, directors, employees, agents, and subconsultants—liability for any claims, including but not limited to negligent acts, errors, omissions, or breach of contractual obligations relating to or arising out of Consultant's—and its officers, directors, employees,

agents, and subconsultants—services shall not exceed the greater of \$_____ (If no amount is stated herein, Consultant's total compensation under the Agreement shall be the liability limit.) or Consultant's total compensation under the Agreement. This limitation applies to Client and Client's contractors and subcontractors on the project. Client agrees to require its contractors and subcontractors to execute an agreement limiting liability in accordance with this paragraph.

9. INDEMNIFICATION. Client shall defend, indemnify and hold harmless Consultant—and its officers, directors, employees, agents, and subconsultants—from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of Client's or Client's other consultants', contractors', and subcontractors' services performed, negligent acts, errors or omissions, or other conduct relating to the project.

10. RIGHT OF ENTRY. Client shall obtain or provide the legal right of Consultant—and those assisting it in performing the work—to enter all property necessary to perform the Scope.

11. HAZARDOUS MATERIALS. Unless the Scope provides otherwise, Consultant's services under the Agreement do not include any obligation to investigate, detect, or remediate hazardous materials, as defined by Federal, State, and local laws or regulations, and Consultant shall have no responsibility for the discovery, presence, handling, removal, remediation, or disposal of, or exposure of persons to, hazardous materials in any form at project.

12. DISPOSAL OF SAMPLES. Unless the Scope provides, Consultant has the right to discard all samples of any kind relating to the project upon completing the Scope.

13. FAIR HOUSING. Client acknowledges that the requirements of Americans with Disabilities Act ("ADA") and the Fair Housing Act (as well as all state and local laws, codes, or ordinances, that apply to the same subject matter) may be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable requirements that apply to its services. Consultant cannot and does not promise, warrant, or guarantee that the services performed under the Agreement services will comply with interpretations of those requirements as they apply currently or in the future. In addition, the Consultant shall be entitled to rely reasonably on written interpretations and specific approvals regarding the disability requirements given by government officials with responsibility for enforcing such requirements.

14. CONSTRUCTION PHASE SERVICES. Unless the Scope provides otherwise, if Consultant provides services during the project's construction phase, Consultant has no duty, and shall be deemed to not have assumed a duty, to supervise, direct, control, or inspect the work of contractors or subcontractors, shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of contractors or subcontractors, and shall have no liability or responsibility for the contractors' or subcontractors' performance of their work in accordance with the Instruments of Service or any other document issued by Consultant.

15. OPINION OF COSTS. Consultant's opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs, if provided by Consultant, will be based on Consultant's experience and qualifications and will represent Consultant's judgment, but shall not be construed as a guarantee of the accuracy of such estimates. Client recognizes that Consultant does not have control over the costs of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work and agrees that Consultant shall have no liability or responsibility arising from or related to the use of Consultant's opinions.

16. SUSPENSION OF WORK. If Client suspends Consultant's work for any reason, Client shall remain liable to, and shall pay within 30 days, Consultant for all services rendered to the date Client suspends the work, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

17. CHANGES TO CONSULTANT'S FEE AND SCHEDULE COMMITMENTS. Unless the Scope provides otherwise, the proposed fee, costs and schedule commitments therein are Consultant's estimate to perform the contracted services. Consultant's fee, costs, and schedule commitments shall be renegotiated if Client, Client's contractors' or Client's subcontractor's fail to provide specified facilities, direction, or information, or if any cause beyond Consultant's reasonable control impairs Consultant's ability to perform its services within its proposed fee, costs and schedule commitments.

18. CONFLICTS OF INTEREST. Consultant may have current or past relationships with clients whose interests are adverse to Client or the project. Consultant's practice is to make reasonable attempts to identify such relationships prior to accepting a professional assignment, but Consultant cannot assure that conflicts or



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FEE PROPOSAL

Page 3 of 4

PIVOT NORTH ARCHITECTURE | 1101 W. Grove St. | Boise, ID 83702 | 208.690.3108

perceived conflicts will not arise and shall incur no liability or responsibility for such occurrences.

19. GOVERNING LAW. The laws of the state of Idaho shall govern the validity and interpretation of this Agreement. In the event and only to the extent that Idaho law is held inapplicable for any reason, the laws of the state in which the project is located shall govern the validity and interpretation of this Agreement.

20. SEVERABILITY AND SURVIVAL. In the event any part of these Contract Provisions is found to be illegal or otherwise unenforceable, the unenforceable part shall be stricken while having no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable part was never included in the Agreement. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

21. DISPUTE RESOLUTION. Client and Consultant agree to submit all claims and disputes arising out of this Agreement to non-binding mediation before initiating legal proceedings. This provision shall survive completion or termination of this Agreement. However, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. The mediation shall follow the Construction Industry Mediation Rules of the American Arbitration Association.

22. CONSULTANT RELIANCE. Consultant is entitled to rely on the accuracy and completeness of information provided by Client and Client's consultants and contractors, and information from public records, without independently verifying such information, and shall incur no responsibility or liability arising from the inaccuracy or incompleteness of such information.


23. CERTIFICATIONS. Unless the Scope provides otherwise, Consultant is not required to sign any certifications. Further, Consultant shall not be required to sign any documents, no matter by whom requested, that would require Consultant to certify, guaranty, or warrant the existence or non-existence of conditions Consultant cannot reasonably ascertain or require affirmation of facts outside of the scope of this agreement.

24. THIRD PARTIES. There are no third party beneficiaries to this Agreement. Nothing in this Agreement shall be construed as creating a contractual relationship with, or a cause of action in favor of, a third party against Client or Consultant.

25. NONWAIVER. Either party's waiver or failure to enforce this Agreement regarding an event constituting a breach by the other party shall not operate as or be construed as a waiver of either party's rights as to any other event constituting a breach.

Agreed to on _____
(Date)

Client: _____
(Signature)

Consultant:  _____
(Signature)





2022 Standard Hourly Rate Table*

Role Description:	Hourly Rate:
Principal Architect	\$175.00
Project Manager	\$150.00
Project Architect	\$140.00
Project Engineer	\$130.00
Senior Project Designer	\$140.00
Project Designer	\$120.00
BIM Manager	\$130.00
Senior Interior Designer	\$110.00
Interior Designer	\$105.00
Architectural Intern III	\$115.00
Architectural Intern II	\$110.00
Architectural Intern I	\$105.00
Administrative	\$80.00

In-House Reimbursable Costs	Rate
Printing & Reproduction:	
Color print/copy (8.5" x 11", 11"x17")	\$1.00
Black & White print/copy (8.5" x 11", 11"x17")	\$0.08
CD/DVD Duplication	\$20.00
USB Drive Duplication (less than 2GB)	\$10.00
Mileage (per mile and consistent with current IRS rates)	\$0.625
Postage	Cost

Out-of-house reimbursable costs will include a 10% administrative mark-up over actual cost and may include but will not be limited to the following items:

- **Copies of all out** mounting
- Plan review and application fees
- Meals and approved travel expenses
- Renderings and models
- Outside professional services approved by the client

Copies of all out-of-house reimbursable expense invoices will be included with Pivot North's invoice to the client. *Rates be reviewed and may be adjusted per annum



James F. Turner Engineers, L.P.

Consulting Engineers

Proposal: 22-8316
October 27th, 2022

Pivot North Architecture

116 South 6th Street
Boise, ID 83702

Attn: Clint Sievers

Re: Electrical and Plumbing Engineering
International Leadership of Texas
Modular Buildings at MSG Ramirez
New Caney, TX

Clint,

JAMES F. TURNER ENGINEERS would be pleased to provide electrical engineering services for the project, adding four new modular buildings.

SCOPE

Design Phase Services:

1. Design electrical connections and coordinate site utility extensions.

FEES

<u>Electrical Design</u>	<u>\$4,650.00</u>
Total – E & P Engineering Services	\$4,650.00
Site investigation visit (as required)	\$1,200.00

SCHEDULE

To be determined.

PAYMENT

Our terms are net 30 days.

DALLAS – 8340 Meadow Road – Suite 160 -- Dallas, Texas 75231 – Firm #10349 -- 214.750.2900



Proposal: 22-8316
October 27th, 2022
Page 2

CONDITIONS & QUALIFICATIONS

This proposal is presented contingent upon the following:

1. The project will not be LEED certified.
2. Modular building drawings to be provided by others.
3. This project will be completed in AutoCAD or Revit. CAD floor plans or an architectural model for backgrounds to be provided by others.
4. Though JFTE is sensitive to budgetary limitations and will make every reasonable effort to design appropriate systems for the project, JFTE takes no direct responsibility for overall project costs. Redesign for budgetary reasons is not included in base fee.
5. Though JFTE is sensitive to the volatility of material and delivery challenges in the current building industry and will make every effort to specify and design for systems that are available at the time, redesign for varying product availability is not included in base fee.

ADDITIONS

Design charges for work not specifically included in this proposal would be invoiced at the following rates:

Principal Engineer	212.00
Project Engineer.....	148.00
Design Engineer.....	137.00
Designer	111.00

or as negotiated. Additional services would not be incurred without prior approval of Architect.

MISCELLANEOUS

Reimbursable Expenses

Reimbursable expenses such as long-distance travel, courier services, reproduction services, and computer plotting for delivery are not included in our fees and would be billed at cost.

This proposal is valid for acceptance within forty-five (45) days. Thank you for the opportunity to propose our services on this project.

Sincerely,
JAMES F. TURNER ENGINEERS, LP

Nicholas Polcari, PE
Partner



Proposal: 22-8316
October 27th, 2022
Page 3

Accepted: _____

Date: _____



October 27, 2022

Mr. Clint Sievers, AIA, NCARB
Pivot North Architecture
1101 W. Grove Street
Boise, Idaho 83702

**RE: *Addendum to Professional Services Proposal – Civil Engineering
International Leadership of Texas – MSG Ramirez K-8 School
Liberty County***

Dear Mr. Sievers

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this proposal addendum to **Pivot North Architecture** ("Client") for the above referenced project. The proposed services will be provided in accordance with the terms and conditions set forth in the Prime Agreement, to which our proposal addendum will be incorporated. Our scope of services and fee are below.

PROJECT ASSUMPTIONS

1. The property does not have zoning.
2. The scope of the civil work will need to be permitted through Liberty County Engineering.
3. The scope of this work is for a portable building placement at MSG Ramirez K-8 school
4. No wastewater and water systems will need to be extended to reach this subject property. KH assumes that these extensions, if necessary, will be completed by others or under separate scope and fee.
5. Electrical design (such as site lighting and street lighting), structural design (such as retaining walls), and site monumental and directional signage design is beyond the scope of this Agreement.
6. The site development is not anticipated to impact any published FEMA floodplain area. No floodplain mitigation plan will be required.
7. No additional detention will be required for this scope of work. If required, detention design can be provided as an additional service.
8. No lift station will be required for development.
9. A Traffic Impact Analysis is not included in basic services and will not be required for development.
10. A drainage study is not required for the development of the project.
11. A new storm sewer public utility connection will not be required.



SCOPE OF SERVICES

The tasks outlined below are the professional services to be provided by Kimley-Horn.

Task 1 – Construction Drawings – Portable Buildings

\$3,500 (Lump Sum)

Kimley-Horn will prepare on-site civil engineering plans consisting of a combination of the following:

Cover Sheet: Showing sheet index, project location map, contact information, and plan submittal and review log.

General Notes and Project Specifications: Showing general notes related to proposed construction based on jurisdictional standards.

Dimension Control Plan: Showing the building envelope (provided by Client) and property boundary with dimensional ties for building envelope and sidewalk.

Grading Plan: Showing proposed finished floor elevations and, as applicable, spot elevations and one-foot contours for proposed hardscape. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a “wall zone”. The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by KH or others under a separate agreement with the Client.

Storm Drainage Plan: Showing proposed storm inlet and storm drain sizes and locations for site drainage in plan view. The plan will also show private storm drain to collect roof downspouts, for which the pipe size will be determined by the MEP engineer.

Erosion Control Plan: Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor’s responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a SWPPP document.

Construction Details: Typical construction details for proposed site civil engineering improvements will be included by reference to applicable jurisdictional standard details. If deemed necessary by KH, construction details for certain site civil engineering improvements will be included in the plan set.

ADDITIONAL SERVICES

Any services beyond the Scope of Services not specifically described in the scope shall be considered additional services. Kimley-Horn can provide additional services, if needed, upon the City’s issuance of a written change in scope. Any additional amounts paid to Kimley-Horn as a result of the material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed.



Closure

In addition to the matters set forth herein, our Amendment shall include and be subject to the terms and conditions of the Sub-Consultant Agreement to which this proposal will be an attachment.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons prepare an amendment to the existing sub-consultant agreement for execution and return to us a copy for our files. Fees stated in this Addendum are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Ashley M. Frysinger".

Ashley M. Frysinger, P.E.
Senior Vice President

A handwritten signature in blue ink that reads "Kyle Molitor".

Kyle Molitor, P.E.
Associate

Texas Accessibility Solutions

3333 Melton Rd

Sanger, TX 76266

JustinkWalton@gmail.com

Proposal 2024004748**ADDRESS**

Pivot North Architecture

1101 W Grove Street

Boise, ID 83702 USA

DATE
11/09/2023TOTAL
\$1,175.00

QTY	ACTIVITY	RATE	AMOUNT
1	TDLR State Filing Fee TDLR State Filing Fees	175.00	175.00
1	TAS/ADA Plan Review and Inspection Plan Review and Inspection	1,000.00	1,000.00

MSG Ramirez Portables Phase 2

TOTAL

\$1,175.00

THANK YOU.

Accepted By



Accepted Date

11/10/2023