Board of Trustees
Agenda of Regular Meeting
Monday, August 25, 2025, 6:00 PM
WISD Administration Building, 951 FM 2325,
Wimberley, TX 78676

Vision Statement - Excellence, Innovation, Service
Mission Statement - Wimberley I.S.D. is dedicated to excellence in education, empowering the next generation of Texans to have a positive impact locally and globally.

1. Call the meeting to order and determine a quorum - Presiding Officer Pledge of Allegiance, Reflection, Welcome

2. Public Hearing to Discuss Proposed Tax Rate and Budget for Fiscal Year 2025-26

3. PUBLIC FORUM - Presiding Officer

    - Persons who wish to present public comments must sign in prior to meeting start on the day of the meeting and list his/her name; name of the group that he/she represents; and agenda item.

    - Each speaker's submitted comments will be allowed three minutes for presentation to the Board, with six minutes granted to a person with a translator.

    - The same rules will be observed for public comments on non-agenda items with the following exceptions, 1) public comments on non-agenda items will only be scheduled for regular meetings of the Board and 2) the total time that will be allowed on non-agenda public comments will be 30 minutes.

    - Please keep your comments or criticisms civil and courteous.

    - Please also avoid using profanity and refrain from making personal attacks on others.

    - Except for the speaker's student, no other student's name or identity should be discussed.

    - If you have a concern that you would like heard and resolved, please present your concern through the District's grievance policies. Grievance forms can be obtained at the Central Administration Office or on the District's website.

    - Trustees are not permitted by law to respond or discuss public comments. However, the Board President may direct a speaker to the appropriate administrator for further discussion.

4. Information Items

    A. WYSA and Wimberley Fire Department Update - Presented by Jarred Robinson and Christopher Robins

B. Strategic Plan Update - Priority 1: Ensure Operational Excellence and Empower Student Excellence - Presented by Ryan Wilkes, Joseph Holzmann, SueAnna Thomas, Marlayna Zachary, and Lori Pharis

C. 2025 Bond Update - Presented by Ryan Rosborough & Mark Johnson with AGCM

5. Action Items

A. Consideration and Adoption of a Resolution to Designate an Officer or Employee to Calculate the No-New-Revenue Rate and The Voter Approval Tax Rate

B. Consideration and possible action to accept the no-new-revenue tax rate and the voter-approval tax rate for tax year 2025 for the Wimberley Independent School District

C. Consideration and Possible Action to Adopt the Fiscal Year 2025-2026 Operating Budget

D. Consideration and Possible Action to Adopt the Fiscal Year 2025-2026 Wimberley ISD Tax Rate and Resolution

E. Consideration and Possible Action to Approve the Purchasing Cooperatives, Interlocal Purchasing Agreements, and State Contract List

F. Consideration and Possible Action Regarding Ranking/Selection of Construction Manager at-Risk (CMAR) for Bid Package 2 Projects (Renovations/Additions at Danforth Junior High School and Athletic Complex), Including Possible Delegation of Authority to the Superintendent or Designee to Negotiate and Execute a Contract.

G. Consideration and Possible Action Regarding Ranking/Selection of Construction Manager at-Risk (CMAR) for Bid Package 3 (New Construction/Additions at Wimberley High School), Including Possible Delegation of Authority to the Superintendent or Designee to Negotiate and Execute a Contract.

H. Discuss and Consider Approval Regarding the Proposed Agreement with Terracon for Geotech and Material Testing Services Pertaining to the 2025 Bond Program.

I. Consider the approval of purchasing technology equipment/devices as part of the 2025 Bond Program.

6. CFO's Report - Chief Financial Officer, Michael Doyle

A. Financials

7. Superintendent's Report

8. Consent Agenda - Presiding Officer Discussion and necessary action - The following items may be considered for approval in part or in entirety.

A. Student Enrollment

B. Minutes of the Regular Meeting - July 21, 2025

C. Minutes of the Called Meeting - August 4, 2025

D. Consider and Approve Final Budget Amendment for the 2024-25 Fiscal Year

E. Consider and Approve the Date Change of the Regular October Board Meeting to October 27, 2025.

F. Consider the Approval of the District Improvement Plan. Presented by Jason Valenitne.

G. Consider the Approval of the 25-26 Professional Development Plan. Presented by Jason Valentine

H. Consider and Approve PK-2 Instruments and Dyslexia Screening. Presented by Jason Valentine

I. AGREEMENT- Approve Texas A&M AgriLife Extension, Adjunct Faculty

J. RESOLUTION - Approval of Annual Extracurricular Status of 4-H Organization

K. Notice of General Election

9. Closed Session - Presiding Officer The Board may adjourn into closed session pursuant to Texas Government Code Section: 551.071 *et seq.* The Board may then re-enter into Open Session for further discussion and necessary action.

   A. Deliberation Regarding Security Devices or Security Audits. *Texas Gov't Code §551.076 and §551.089*

   B. Personnel Matters. *Texas Gov't Code §551.074*

      1) New hires/terminations/employee discipline

   C. Deliberation Regarding Real Property. *Texas Gov't Code §551.072*

   D. Consultation with Attorney. *Texas Gov't Code §551.071*

      1) Consultation with Attorney concerning pending or contemplated litigation

      2) Consultation with Attorney related to Senate Bill 10

10. The Board will reconvene and take possible action on items discussed in executive session - Presiding Officer

11. Prepare for next meeting - Presiding Officer Discussion to include, but not limited to: Set date, time, and place of next meeting, upcoming agenda items

12. Adjourn - Presiding Officer

Wimberley ISD

Excellence. Innovation. Service.

Pubic Hearing to Discuss Proposed Tax Rate for FY 2025-26

August 25, 2025

Wimberley ISD
Excellence. Innovation. Service.

Purpose

To host a tax public hearing to provide information to the Board and general public regarding the certified property values and the proposed property tax rates before the adoption of the new tax rates and general operating budget for the new FY 2025-26 (TEC 44.004).

Wimberley ISD
Excellence. Innovation. Service.

Public Hearing Requirements

- Required by the Texas Comptroller that school districts, water districts and all other taxing units must hold one public hearing to discuss tax rates.
- All taxing units must post notice of the meeting in compliance with the Texas Open Meetings Act.
- The meeting must be open to the public.
- WISD provided public notice through the Wimberley View on Thursday, August 14, 2025.

Wimberley ISD
Excellence. Innovation. Service.

July Certified Values

	Hays CAD	Comal CAD	Total
2025	$4,392,626,341	$3,416,604	$4,395,678,945
2024	$4,334,066,629	$3,429,638	$4,337,496,267

Local Property Value Growth Percentage - 1.34%

Wimberley ISD
Excellence. Innovation. Service.

WISD Certified Tax Rate Trend

Year	Maintenance & Operations Tax Rate	Interest & Sinking Tax Rate	Total Tax Rate
2020	$1.0165	$0.2727	$1.2892
2021	$0.9568	$0.2727	$1.2295
2022	$0.9085	$0.2727	$1.1812
2023	$0.8911	$0.2711	$1.1622
2024	$0.7088	$0.2711	$0.9799
2025	$0.7088	$0.2711	$0.9799

Wimberley ISD
Excellence. Innovation. Service.

Proposed Tax Rate for Fiscal Year 2025-26

Maintenance & Operations Tax Rate	$0.7088
Interest & Sinking Tax Rate	$0.3011
Total Tax Rate	$1.0099

Wimberley ISD
Excellence. Innovation. Service.

Comparison of Proposed Tax Rates & Revenue Generated per Student

Comparison of Proposed Rates with Last Year's Rates

	Maintenance & Operations	Interest & Sinking Fund*	Total	Local Revenue Per Student	State Revenue Per Student
Last Year's Rate	$ 0.7088	$ 0.2711 *	$ 0.9799	$ 14,890	$ 1,253
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	$ 0.6486	$ 0.3011 *	$ 0.9479	$ 14,801	$ 1,124
Proposed Rate	$ 0.7088	$ 0.3011 *	$ 1.0099	$ 15,625	$ 1,248

* The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

- Total Tax Rate will increase by $0.03 for a Total Tax Rate of $1.0099
- Proposed total revenue per student is $16,873
- Local revenue per student increased by $735, state aid decreased by $5 for a total increase of $730 per student

Wimberley ISD
Excellence. Innovation. Service.

Comparison of Average Residence

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	Last Year	This Year
Average Market Value of Residences	$ 565,010	$ 605,566
Average Taxable Value of Residences	$ 396,261	$ 350,566
Last Year's Rate Versus Proposed Rate per $100 Value	$ 0.9799	$ 1.0099
Taxes Due on Average Residence	$ 3,883	$ 3,540
Increase (Decrease) in Taxes		$ (343)

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is $1.0099. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of $1.0099.

- 2025 Average Taxable Value of Residence decreased by $45.6K
- Average Decrease in Property Taxes is $343
- Voter-Approval Rate = $1.0099

Wimberley ISD
Excellence. Innovation. Service.

Summary

M&O Tax Rate will remain unchanged

- 2024-25 M&O Tax Rate = $0.7088
- 2025-26 M&O Tax Rate = $0.7088

I&S Tax Rate will increase by $0.03

- 2024-25 I&S Tax Rate = $0.2711
- 2025-26 I&S Tax Rate = $0.3011

2025-26 Rate to Maintain = $0.9479

2025-26 Voter-Approval Rate = $1.0099

Total 2025-26 Proposed Tax Rate = $1.0099

Wimberley ISD

Excellence. Innovation. Service.

Proposed General Operating Budget for Fiscal Year 2025-26

Wimberley ISD
Excellence. Innovation. Service.

FY 2025-26 Funding Assumption

- The Local Certified Value is $4,395,678,945 (Increased by 1.34%)
- The Estimated State T2 Value is $3,751,872,578 (Increased by 1.92%)
- 2025-26 Proposed M&O Tax Rate is $0.7088 (Remains unchanged)
- 2025-26 Proposed I&S Tax Rate is $0.3011 (Increased by $0.03)
- Assumed ADA 2384.708 at an attendance rate of 94.5%
- The state mandated Chapter 49 Recapture payment is estimated at $1,568,375

Wimberley ISD
Excellence. Innovation. Service.

FY 25-26 Proposed Operational Budget Revenue

ESTIMATED REVENUES:	2025-2026 Proposed General Fund Budget	2025-2026 Proposed Food Service Budget	2025-2026 Proposed Debt Service Budget	2025-2026 Proposed Total Annual Budget
5700 - Local Revenue	$ 27,279,648	$ 585,508	$ 11,658,852	$ 39,524,008
5800 - State Revenue	$ 3,740,150	$ 33,211	$ 572,301	$ 4,345,662
5900 - Federal Revenue	$ 75,000	$ 527,351	$ -	$ 602,351
7900 - Other sources	$ 91,878	$ 21,000	$ -	$ 112,878
Total Revenue	**$ 31,186,676**	**$ 1,167,070**	**$ 12,231,153**	**$ 44,584,899**

Wimberley
Excellence. Innovation. Se

FY 25-26 Proposed Operational Budget Expenditures

EXPENDITURES:	2025-2026 Proposed General Fund Budget	2025-2026 Proposed Food Service Budget	2025-2026 Proposed Debt Service Budget	2025-2026 Proposed Total Annual Budget
Function 00 - Other Uses(Operating Transfers Out):	$ 21,000	$ -	$ -	$ 21,000
Function 11 - Instructional Services:	$ 16,281,916	$ -	$ -	$ 16,281,916
Function 12 - Instructional Resources & Media Services:	$ 244,035	$ -	$ -	$ 244,035
Function 13 - Instructional Staff Development:	$ 137,146	$ -	$ -	$ 137,146
Function 21 - Instructional Administration:	$ 630,300	$ -	$ -	$ 630,300
Function 23 - School Leadership:	$ 1,354,102	$ -	$ -	$ 1,354,102
Function 31 - Counseling Services:	$ 1,341,931	$ -	$ -	$ 1,341,931
Function 33 - Health Services:	$ 294,397	$ -	$ -	$ 294,397
Function 34 - Student Transportation:	$ 914,645	$ -	$ -	$ 914,645
Function 35 - Food Service	$ -	$ 1,167,847	$ -	$ 1,167,847
Function 36 - Cocurricular/Extracurricular Activities:	$ 1,398,148	$ -	$ -	$ 1,398,148
Function 41 - General Administration:	$ 1,489,375	$ -	$ -	$ 1,489,375
Function 51 - Plant Maintenance & Operations:	$ 3,698,927	$ -	$ -	$ 3,698,927
Function 52 - Security & Monitoring Services:	$ 777,762	$ -	$ -	$ 777,762
Function 53 - Data Processing Services:	$ 449,067	$ -	$ -	$ 449,067
Function 61 - Community Service:	$ -	$ -	$ -	$ -
Function 71 - Debt Service:	$ -	$ -	$ 11,456,817	$ 11,456,817
Function 81 - Facilities Acquisition/Constr.	$ -	$ -	$ -	$ -
Function 91 - Chapter 49 Payments	$ 1,568,375	$ -	$ -	$ 1,568,375
Function 99 - Other Intergovernmental Charges	$ 316,600	$ -	$ -	$ 316,600
Total Expenditures	**$ 30,917,726**	**$ 1,167,847**	**$ 11,456,817**	**$ 43,542,390**

Wimberley ISD

Excellence. Innovation. Service.

FY 25-26 Proposed Operational Budget

	2025-2026 Proposed General Fund Budget	2025-2026 Proposed Food Service Budget	2025-2026 Proposed Debt Service Budget	2025-2026 Proposed Total Annual Budget
ESTIMATED REVENUES:				
5700 - Local Revenue	$ 27,279,648	$ 585,508	$ 11,658,852	$ 39,524,008
5800 - State Revenue	$ 3,740,150	$ 33,211	$ 572,301	$ 4,345,662
5900 - Federal Revenue	$ 75,000	$ 527,351	$ -	$ 602,351
7900 - Other sources	$ 91,878	$ 21,000	$ -	$ 112,878
Total Revenue	**$ 31,186,676**	**$ 1,167,070**	**$ 12,231,153**	**$ 44,584,899**
EXPENDITURES:				
Function 00 - Other Uses(Operating Transfers Out):	$ 21,000	$ -	$ -	$ 21,000
Function 11 - Instructional Services:	$ 16,281,916	$ -	$ -	$ 16,281,916
Function 12 - Instructional Resources & Media Services:	$ 244,035	$ -	$ -	$ 244,035
Function 13 - Instructional Staff Development:	$ 137,146	$ -	$ -	$ 137,146
Function 21 - Instructional Administration:	$ 630,300	$ -	$ -	$ 630,300
Function 23 - School Leadership:	$ 1,354,102	$ -	$ -	$ 1,354,102
Function 31 - Counseling Services:	$ 1,341,931	$ -	$ -	$ 1,341,931
Function 33 - Health Services:	$ 294,397	$ -	$ -	$ 294,397
Function 34 - Student Transportation:	$ 914,645	$ -	$ -	$ 914,645
Function 35 - Food Service	$ -	$ 1,167,847	$ -	$ 1,167,847
Function 36 - Cocurricular/Extracurricular Activities:	$ 1,398,148	$ -	$ -	$ 1,398,148
Function 41 - General Administration:	$ 1,489,375	$ -	$ -	$ 1,489,375
Function 51 - Plant Maintenance & Operations:	$ 3,698,927	$ -	$ -	$ 3,698,927
Function 52 - Security & Monitoring Services:	$ 777,762	$ -	$ -	$ 777,762
Function 53 - Data Processing Services:	$ 449,067	$ -	$ -	$ 449,067
Function 61 - Community Service:	$ -	$ -	$ -	$ -
Function 71 - Debt Service:	$ -	$ -	$ 11,456,817	$ 11,456,817
Function 81 - Facilities Acquisition/Constr.	$ -	$ -	$ -	$ -
Function 91 - Chapter 49 Payments	$ 1,568,375	$ -	$ -	$ 1,568,375
Function 99 - Other Intergovernmental Charges	$ 316,600	$ -	$ -	$ 316,600
Total Expenditures	**$ 30,917,726**	**$ 1,167,847**	**$ 11,456,817**	**$ 43,542,390**
NET CHANGES IN FUND BALANCE	**$ 268,950**	**$ (777)**	**$ 774,336**	**$ 1,042,509**

Wimberley ISD
Excellence. Innovation. Service.

Next Steps

- Adopt the Resolution to Designate an Officer/Employee to Calculate the No-New-Revenue Rate and the Voter Approval Tax Rate (5.A)

- Accept the No-New-Revenue Tax Rate & the Voter-Approval Tax Rate (5.B)

- Adopt the FY 25-26 WISD Tax Rate & Resolution (5.C)

- Adopt the FY 25-26 WISD Operating Budget (5.D)

O'CONNELL ROBERTSON

Wimberley ISD
Excellence. Innovation. Service.

AG|CM INC.





BOND WIMBERLEY ISD 2025

WISD Construction Bond 2025 Update

8-25-25

PRESENTED BY: **AG|CM, INC.**

PRESENTERS – Mark Johnson, Ryan Rosborough

Wimberley ISD Bond 2025 Construction Update

Prop A - General Growth, Safety and Rehabilitation of Facilities - $109.99 Million

Prop B - Instructional Technology - $6.05 Million

Prop C - Texan Stadium Improvements - $5.73 Million

Prop D - Shaded Multipurpose Activity Center - $13.23 Million

Contractors:
TBD

Architect:
Oconnell Robertson

AG|CM Scope of Services:
Project Management

Anticipated Completion Date:
Spring 2028



Presentation Outline (High Level)

- Activities Since Last Update
- Budget Update (Future)
- Schedule Update
- Upcoming Activities
- Board Meeting Lookahead

Wimberley ISD Bond 2025 Construction Update

Activities Since Last Update:

- Facility Tours
- User Group Meetings
- Schematic Drawings are developing based on Team Input







Activities Since Last Update:

- Several Master Service Agreements have been completed
- Surveying services have been approved and are currently working on multiple sites.
- Geotechnical Boring locations identified and proposal negotiated
  - Geotechnical Proposal To be presented tonight for Action
- Requests for Qualifications (RFQ's) issued for Construction Manager at Risk
  - Packages 2 and 3 (largest of the packages within this bond)
  - Shortlist and Interviews Completed
  - To be presented tonight for Action.

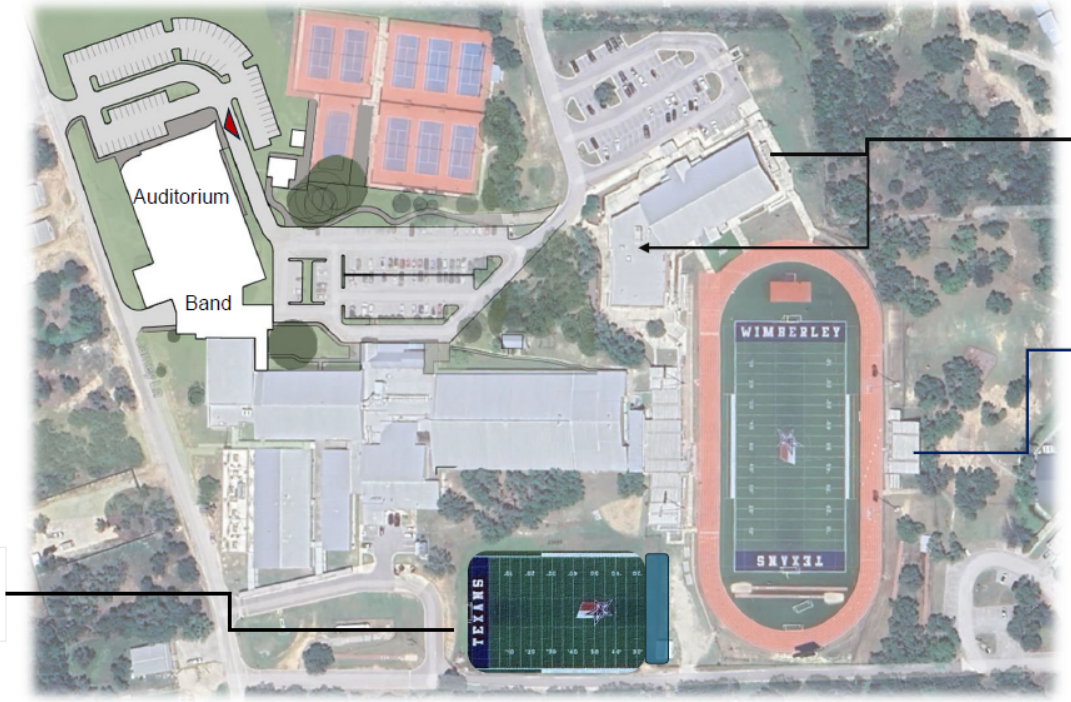
MTR
• Engineers
• Surveyors
• Planners

Terracon
Explore with us

AGCM INC.

Wimberley ISD Bond 2025 Construction Update

Bid Package 2 Summary

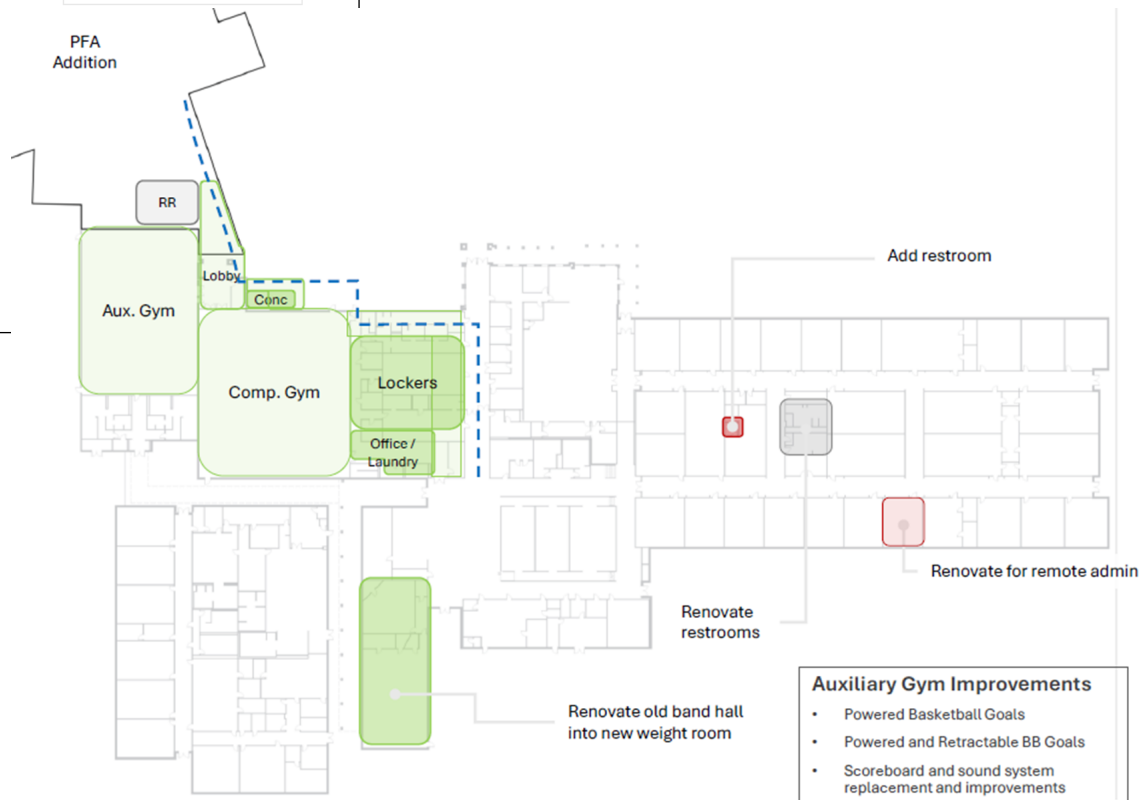


Pre-Function space Improvements and concessions expansion

Seating replacement and expansion Full turf and track replacement

Shaded Multipurpose Activity Center and storage building

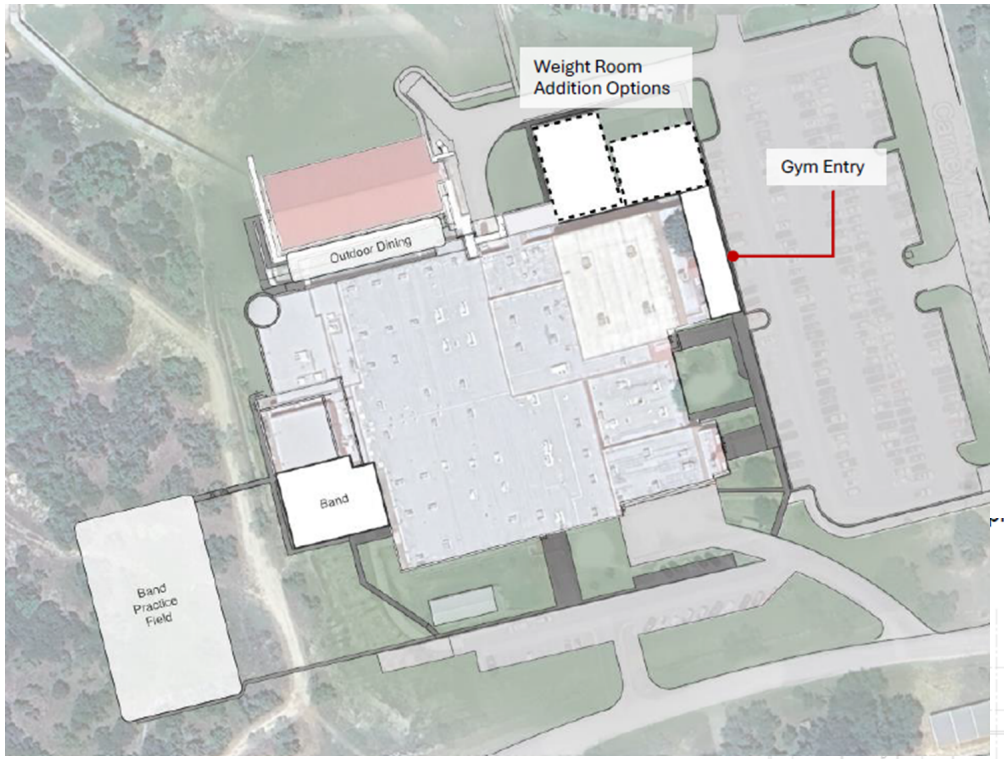
All graphics are concepts for illustrative purposes only – designs will be developed at a later date.



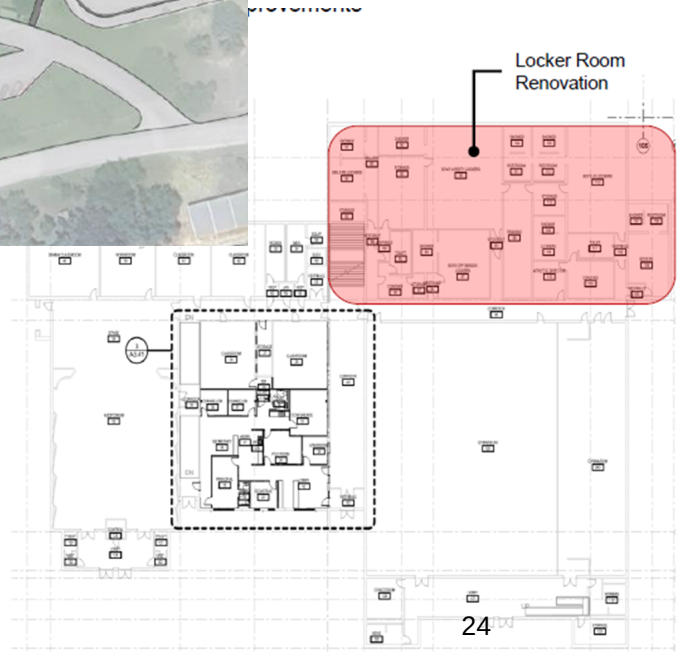
Auxiliary Gym Improvements

- Powered Basketball Goals
- Powered and Retractable BB Goals
- Scoreboard and sound system replacement and improvements

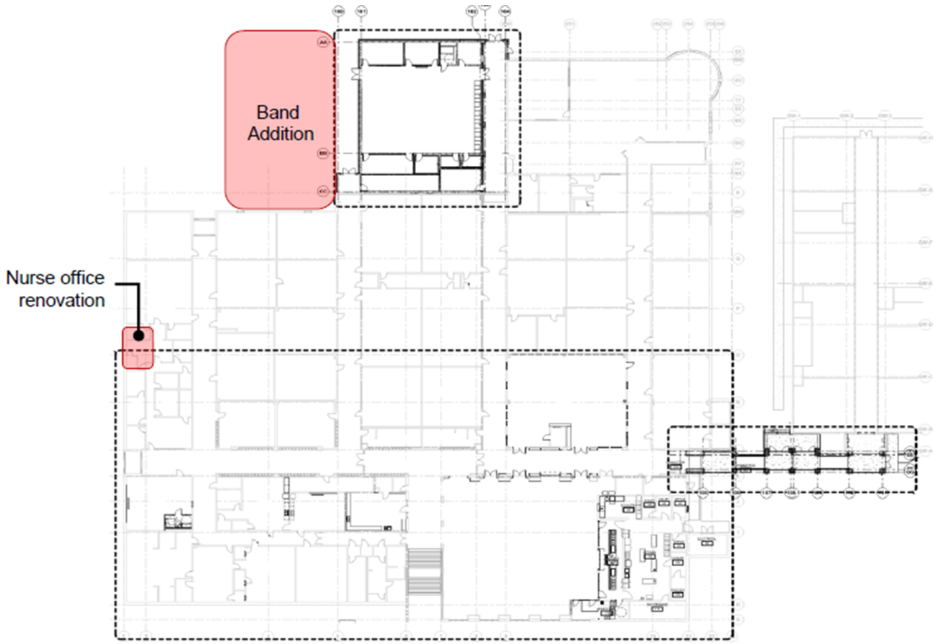
Wimberley ISD Bond 2025 Construction Update



Bid Package 3
Summary



First Floor Plan

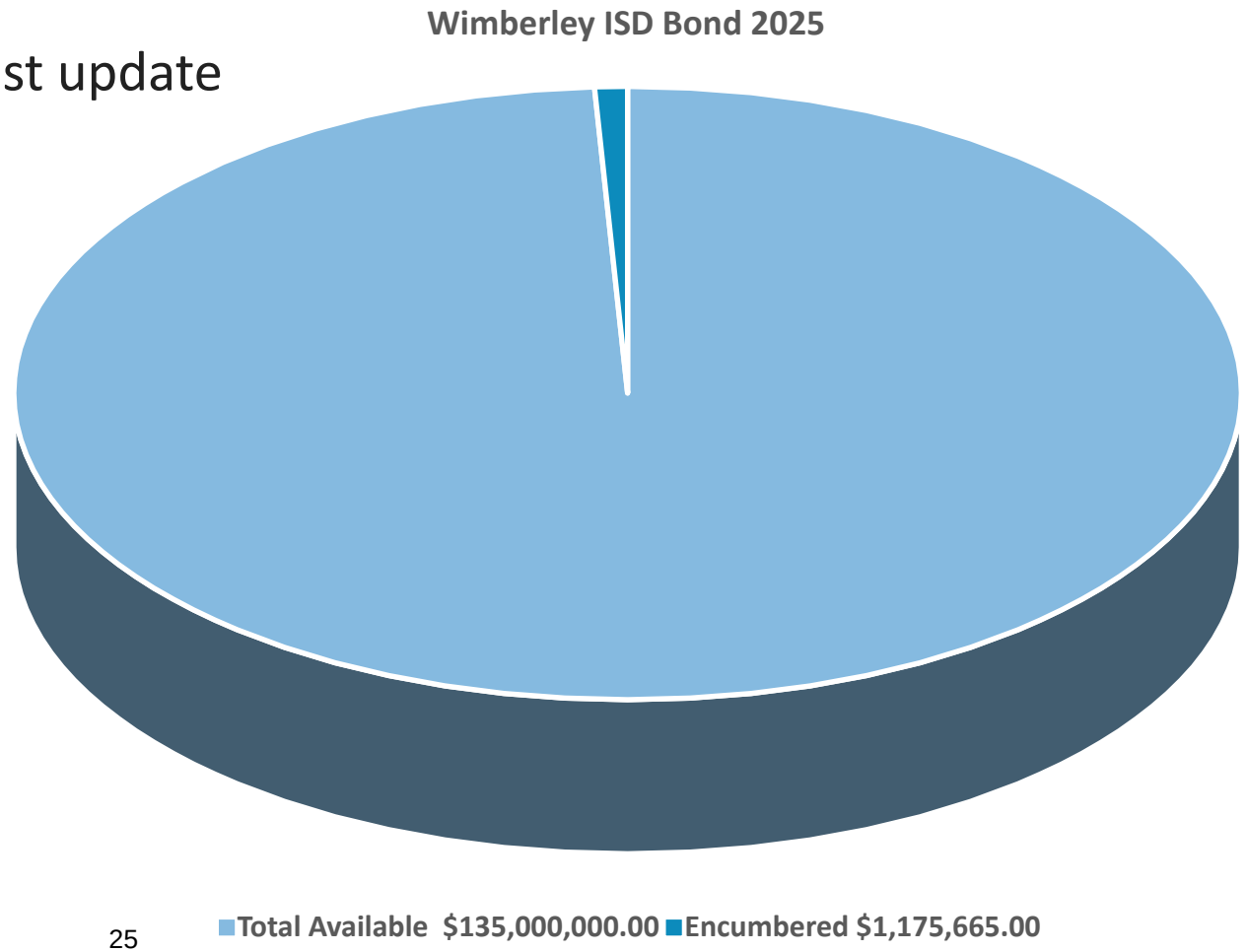


Second Floor Plan

Wimberley ISD Bond 2025 Construction Update

Budget Update:

- Major Items Procured/Committed since last update
  - Surveying
  - Project Management
  - Architecture
  - Geotechnical
  - Printers/Copiers



Schedule Overview:

- **Major Milestones**
  - Bid Package 1 – Site/Parking Package
    - Complete Design: Nov 2025
    - Construction Start: March 2026
    - Construction Complete: Summer 2026
  - Bid Package 2 and 3 – Danforth/Performing Arts/Texan Stadium and High School
    - Complete Design: Feb 2026
    - Construction Start: June 2026
    - Construction Complete: Spring 2028
  - Bid Package 4 – Baseball/Softball Complex
    - Complete Design: Jan 2027
    - Construction Start: Summer 2027
    - Construction Complete: Spring 2028
  - Bid Package 5 – Multiple Campus Mechanical/Roofing
    - Complete Design: Nov 2025
    - Construction Start: Summer 2026
    - Construction Complete: Fall 2026
  - Bid Package 6 – Multiple Lighting/Intercom/Misc FCA
    - Design Complete: Jan 2027
    - Construction Start: Spring 2027
    - Construction Complete: Summer 2027

Wimberley ISD Bond 2025 Construction Update

Upcoming Activities:

- Geotechnical Borings
- Continued User Group Design Meetings
- Complete Surveys
- Asbestos Sampling Proposal
- Bid Packages 2 and 3 CMAR Execution/Kickoff

Board Meeting Lookahead:

- Sept 15
  - Packages 1, 2, 3 Schematic Design Presentation
- Oct Meeting
  - Packages 1,2, 3 Schematic Design Approval

AG CM INC.

Wimberley ISD Bond 2025 Construction Update



QUESTIONS?

O'CONNELL ROBERTSON

Wimberley ISD
Excellence. Innovation. Service.

AG|CM INC.
A Professional Construction Management Firm

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: Consideration and Adoption of a Resolution to Designate an Officer or Employee to Calculate the No-New-Revenue Rate and The Voter Approval Tax Rate

Date: August 25, 2025

Presented by: Mike Doyle

Action

BACKGROUND INFORMATION

The Board of Trustees of the Wimberley Independent School District is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District. The Board of Trustees, as authorized by Texas Education Code § 45.002, .003(a) may levy, assess, and collect annual ad valorem taxes for the maintenance of the district's schools. After the District's assessor submits the appraisal roll to the Board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district.

ADMINISTRATIVE RECOMMENDATION

The designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Tax Code 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate. Pursuant to Texas Tax Code § 26.04(c), (d-1), (d-3), as soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the district, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the district is located.

BOARD ACTION REQUIRED

"I move that the WISD Board of Trustees appoint the District's Chief Financial Officer as the designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate as determined by state law."

RESOLUTION OF THE BOARD OF TRUSTEES OF WIMBERLEY INDEPENDENT SCHOOL DISTRICT

WHEREAS, the Board of Trustees ("Board") of the Wimberley Independent School District ("District") is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

WHEREAS, the Board, as authorized by Texas Education Code § 45.002, .003(a) may levy, assess, and collect annual ad valorem taxes for the maintenance of the district's schools; and

WHEREAS, after the District's assessor submits the appraisal roll to the board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district; and

WHEREAS, the designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Tax Code 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate; and

WHEREAS, pursuant to Texas Tax Code § 26.04(c), (d-1), (d-3), as soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the district, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the district is located.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT:

RESOLVED, the Board of Trustees hereby appoints the District's CFO as the designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate as determined by state law.

RESOLVED, the authority granted by this resolution is effective henceforth unless the Board takes action to change the title of the appointee.

PASSED AND APPROVED this ____ day of _____ 2025 by the Board of Trustees for the Wimberley Independent School District.

_____

By: Rob Campbell, Board President

_____

Attest: Chad Canine, Board Secretary

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: Consideration and possible action to accept the no-new-revenue tax rate and the voter-approval tax rate for tax year 2025 for the Wimberley Independent School District

Date: August 25, 2025

Presented by: Mike Doyle

Action

BACKGROUND INFORMATION

Section 26.04 of the Property Tax Code requires that the no-new-revenue tax rate and the voter-approval tax rate be submitted to the Board of Trustees by the designated officer or employee.

ADMINISTRATIVE RECOMMENDATION

Approval to accept the no-new-revenue tax rate and the voter-approval tax rate for tax year 2025 for the Wimberley Independent School District is recommended.

BOARD ACTION REQUIRED

"I move that the WISD Board of Trustees approve and accept the no-new-revenue tax rate and the voter-approval tax rate for tax year 2025 for the Wimberley Independent School District."

August 25, 2025

2025 NO-NEW-REVENUE RATE AND VOTER-APPROVAL TAX RATE FOR WIMBERLEY INDEPENDENT SCHOOL DISTRICT

Background Information

The following tax rates are defined under Chapter 26 of the Property Tax Code. Statute requires that the designated officer or employee calculate both rates using forms prescribed by the Texas Comptroller.

- **This year's no-new-revenue tax rate** (formerly referred to as the effective tax rate) would impose the same total taxes as last year if applied to properties taxed in both years, less improvements made to those properties. It does not account for impacts in state aid or recapture that would occur if the rate was adopted.

- **This year's voter-approval tax rate** (formerly referred to as the rollback tax rate) is the highest tax rate the school district can set before it must hold a voter-approval tax rate election (VATRE) or exercise its authority under Sec. 26.042(e).

The rates below are given per $100 of property value.

This year's no-new-revenue tax rate:	$1.334121 /$100
This year's voter-approval tax rate:	$1.009900 /$100
For maintenance and operations (M&O)	*$0.708800 /$100*
For interest and sinking (I&S)	*$0.301100 /$100*

2025 Tax Rate Calculation Worksheet

Form 50-859

School Districts without Chapter 313 and JETI Agreements

Wimberley Independent School District School District's Name	**(512) 847-2414** Phone (area code and number)
951 FM 2325, Wimberley, TX, 78676 School District's Address, City, State, ZIP Code	**http://www.wimberleyisd.net** School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest.The designated officer or employee shall submit the rates to the governing body by August 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify tax rate calculations or comply with certain Tax Code notice requirements. School districts are required to provide notice regarding tax rate calculations pursuant to Education Code Chapter 44.

This worksheet is for **school districts without Tax Code Chapter 313 or Government Code Chapter 403, Subchapter T, Texas Jobs, Energy, Technology, and Innovation Act (JETI) agreements only**. School districts that have a Chapter 313 or JETI agreement should use Comptroller Form 50-884 Tax Rate Calculation Worksheet, School Districts with Chapter 313 and JETI Agreements.

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value**. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). [1]	**$5,465,864,392**
2.	**Prior year tax ceilings.** Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. [2]	**$1,166,237,228**
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	**$4,299,627,164**
4.	**Prior year total adopted tax rate.**	**$0.979900 /$100**
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced prior year appraised value.** **A. Original prior year ARB values**: . . . . . **$3,134,928** **B. Prior year values resulting from final court decisions:** . . . . . – **$2,855,000** **C. Prior year value loss.** Subtract B from A. [3]	**$279,928**
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:**: . . . . . **$4,902,014** **B. Prior year disputed value:** . . . . . – **$490,201** **C. Prior year undisputed value.** Subtract B from A. [4]	**$4,411,813**
7.	**Prior year Chapter 42-related adjusted values.** Add Line 5 and 6.	**$4,691,741**
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	**$4,304,318,905**

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
9.	**Prior year taxable value of property in territory the school deannexed after Jan. 1, of the prior year.** Enter the prior year value of property in deannexed territory. [5]	$0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $34,800 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $30,932,588 **C. Value loss.** Add A and B. [6]	$30,967,388
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified in the current year for the first time; do not use properties that qualified in the prior year. **A. Prior year market value.** $0 **B. Current year productivity or special appraised value.** – $0 **C. Value loss.** Subtract B from A.[7]	$0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$30,967,388
13.	**Adjusted prior year taxable value.** Subtract Line 12 from Line 8.	$4,273,351,517
14.	**Adjusted prior year total levy.** Multiply Line 4 by Line 13 and divide by $100.	$41,874,571
15.	**Taxes refunded for years preceding the prior year.** Enter the amount of taxes refunded by the district for tax years preceding the prior year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [8]	$32,571
16.	**Adjusted prior year levy with refunds.** Add Line 14 and Line 15. [9] Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in the prior year from the result.	$41,907,142
17.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. [10] **A. Certified values.**[11] $4,090,291,924 **B. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property. – $233,260 **C. Total current year value.** Subtract B from A.	$4,090,058,664
18.	**Total value of properties under protest or not included on certified appraisal roll.** [12] **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [13] $205,387,021 **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. [14] + $0 **C. Total value under protest or not certified.** Add A and B.	$205,387,021

[5] Tex. Tax Code §26.012(15)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(13)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §§26.012 and 26.04(c-2)
[11] Tex. Tax Code §26.012(6)
[12] Tex. Tax Code §26.01(c) and (d)
[13] Tex. Tax Code §26.01(c)
[14] Tex. Tax Code §26.01(d)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Current year tax ceilings.** Enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. [15]	**$1,074,533,343**
20.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation.[16] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[17] If completing this section, the taxing unit must include supporting documentation in Section 6.[18] Taxing units that are not affected, enter 0.	**$0**
21.	**Current year total taxable value.** Add Lines 17C and 18C. Subtract Line 19 and 20.	**$3,220,912,342**
22.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year**. Include both real and personal property. Enter the current year value of property in territory annexed by the school district.	**$0**
23.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, of the prior year, and be located in a new improvement.	**$79,732,666**
24.	**Total adjustments to the current year taxable value.** Add lines 22 and 23.	**$79,732,666**
25.	**Adjusted current year taxable value.** Subtract line 24 from line 21.	**$3,141,179,676**
26.	**Current year NNR tax rate.** Divide line 16 by line 25 and multiply by $100.	**$1.334121 /$100**

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates. [20]

1. **Maximum Compressed Tax Rate (MCR):** A district's maximum compressed tax rate is defined as the tax rate for the current tax year per $100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment. [21]

2. **Enrichment Tax Rate:** [22] A district's enrichment tax rate is defined as any tax effort in excess of the district's MCR and less than $0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield. [23]

3. **Debt Rate:** The debt rate includes the debt service necessary to pay the school district's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district's maintenance and operations (M&O) tax rate. Districts cannot increase the district's M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district's debt service. [24]

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district's website 30 days prior to the election. [25] Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the declaration without conducting an efficiency audit. [26]

Districts should review information from TEA when calculating their voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
27.	**Current year maximum compressed tax rate (MCR).** TEA will publish compression rates based on district and statewide property value growth. Enter the school districts' maximum compressed rate based on guidance from TEA. [27]	**$0.622300 /$100**

[15] Tex. Tax Code §26.012(6)(B)
[16] Tex Tax Code §§26.012(6)(C) and 26.012(1-b)
[17] Tex Tax Code §26.012(1-a)
[18] Tex Tax Code §26.04(d-3)
[19] Tex Tax Code §26.012(6)
[20] Tex. Tax Code §26.08(n)
[21] Tex. Edu. Code §48.2551(a)(3)
[22] Tex. Tax Code §26.08(i) and Tex. Edu. Code §45.0032
[23] Tex. Edu. Code §§48.202(a-1)(2) and 48.202(f)
[24] Tex. Edu. Code §45.0021(a)
[25] Tex. Edu. Code §11.184(b)
[26] Tex. Edu. Code §11.184(b-1)
[27] Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)

Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
28.	**Current year enrichment tax rate.** Enter the greater of A and B. [28] A. Enter the district's prior year enrichment tax rate, minus any required reduction under Education Code Section 48.202(f) — **$0.08650** /$100 B. $0.05 per $100 of taxable value — **$0.05000** /$100		**$0.086500** /$100
29.	**Current year maintenance and operations (M&O) tax rate.** Add Lines 27 and 28. Note: M&O tax rate may not exceed the sum of $0.17 and the district's maximum compressed rate.[29]		**$0.708800** /$100
30.	**Total current year debt to be paid with property tax revenue.** Debt means the interest and principal that will be paid on debts that: (1) Are paid by property taxes; (2) Are secured by property taxes; (3) Are scheduled for payment over a period longer than one year; and (4) Are not classified in the school district's budget as M&O expenses. A. **Debt** includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [30] Enter debt amount:	**$11,441,817**	
	B. Subtract **unencumbered fund amount** used to reduce total debt.	– **$1,171,349**	
	C. Subtract **state aid** received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program.	– **$572,301**	
	D. **Adjust debt:** Subtract B and C from A.		**$9,698,167**
31.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [31]		**$0**
32.	**Adjusted current year debt.** Subtract line 31 from line 30D.		**$9,698,167**
33.	**Current year anticipated collection rate.** If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [32] A. Enter the current year anticipated collection rate certified by the collector. [33]	**100.00%**	
	B. Enter the 2024 actual collection rate	**98.53%**	
	C. Enter the 2023 actual collection rate	**98.72%**	
	D. Enter the 2022 actual collection rate	**99.41%**	**100.00%**
34.	**Current year debt adjusted for collections.** Divide Line 32 by Line 33. Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in the current year to the result.		**$9,698,167**
35.	**Current year total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*		**$3,220,912,342**
36.	**Current year debt rate.** Divide Line 34 by Line 35 and multiply by $100.		**$0.301100** /$100
37.	**Current year voter-approval tax rate.** Add Lines 28 and 35. If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 29 and 36. [34]		**$1.009900** /$100

[28] Tex. Tax Code §26.08(n)(2)
[29] Tex. Edu. Code §45.003(d)
[30] Tex. Tax Code §26.012(7)
[31] Tex. Tax Code §§26.012(10) and 26.04(b)
[32] Tex. Tax Code §§26.04(h), (h-1) and (h-2)
[33] Tex. Tax Code §26.04(b)
[34] Tex. Tax Code §26.08(g)

SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
38.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [35] The school district shall provide its tax assessor with a copy of the letter. [36]	**$0**
39.	**Current year total taxable value.** Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	**$0**
40.	**Additional rate for pollution control.** Divide line 38 by line 39 and multiply by $100.	**$0.000000 /$100**
41.	**Current year voter-approval tax rate, adjusted for pollution control.** Add line 37 and line 40.	**N/A**

SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year.[37] As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
42.	**Prior year adopted tax rate.** Enter the rate in Line 4 of the No-New-Revenue Tax Rate Worksheet.	**$0.000000 /$100**
43.	**Prior voter-approval tax rate.** If the school district adopted a tax rate above the prior year voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	**$0.000000 /$100**
44.	**Increase in the prior year tax rate due to disaster (disaster pennies).** Subtract Line 43 from Line 42.	**$0.000000 /$100**
45.	**Current year voter-approval tax rate, adjusted for prior year disaster.** Subtract Line 44 from one of the following lines (as applicable): Line 37 or Line 41 (school districts with pollution control).	**N/A**

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate. . . . . **$1.334121 /$100**

Enter the current year NNR tax rate from Line 26.

Voter-Approval Tax Rate. . . . . **$1.009900 /$100**

As applicable, enter the current year voter-approval tax rate from Line 37, Line 41 or Line 45. Indicate the line number used: **37**

[35] Tex. Tax Code §26.045(d)
[36] Tex. Tax Code §26.045(i)
[37] Tex. Tax Code §26.042(f) and Tex. Edu. Code §45.0032(d)

SECTION 6: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in Line 26 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and

2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 7: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code. [38]

print here Mike Doyle, Wimerley ISD CFO

Printed Name of School District Representative

sign here M. Doyle

Printed Name of School District Representative

8/25/2025

Date

[38] Tex. Tax Code §26.04(c)

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: Consideration and Possible Action to Adopt the Fiscal Year 2025-2026 Wimberley ISD Budget

Date: August 25, 2025

Presented by: Mike Doyle

Action

BACKGROUND INFORMATION

Section 44.002 through 44.006 of the Texas Education Code establishes that legal basis for budget development in school districts. The Superintendent, as the designated budget officer of the Wimberley Independent School District, is responsible for the preparation of an annual budget that covers all estimated revenues and expenses for the following fiscal year. A public meeting to discuss the budget and the proposed tax rate must be held by the Board of Trustees prior to the adoption of the expenditure budget.

A notice of a public meeting to discuss the 2025-2026 budget was published on August 14, 2025, and such a meeting will be held on August 25, 2025. Attached you will find the proposed budgets for the General Fund, Food Service Fund and Debt Service Fund.

If adopted, 2025-2026 revenue and expenditure budgets for the General Fund, Food Service Fund and Debt Service Fund will be recorded, as attached.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board adopt the 2025-2026 proposed budgets for the General Fund, Food Service Fund and Debt Service Fund.

BOARD ACTION REQUIRED

"I move that the Wimberley ISD Board of Trustees adopt the proposed 2025-2026 budgets for the General Fund, Food Service Fund and Debt Service Fund as presented."

Wimberley Independent School District
Proposed Annual Budget
For The Fiscal Year Ending August 31, 2026

	2025-2026 Proposed General Fund Budget	2025-2026 Proposed Food Service Budget	2025-2026 Proposed Debt Service Budget	2025-2026 Proposed Total Annual Budget
ESTIMATED REVENUES:				
5700 - Local Revenue	$ 27,279,648	$ 585,508	$ 11,658,852	$ 39,524,008
5800 - State Revenue	$ 3,740,150	$ 33,211	$ 572,301	$ 4,345,662
5900 - Federal Revenue	$ 75,000	$ 527,351	$ -	$ 602,351
7900 - Other sources	$ 91,878	$ 21,000	$ -	$ 112,878
Total Revenue	**$ 31,186,676**	**$ 1,167,070**	**$ 12,231,153**	**$ 44,584,899**
EXPENDITURES:				
Function 00 - Other Uses(Operating Transfers Out):	$ 21,000	$ -	$ -	$ 21,000
Function 11 - Instructional Services:	$ 16,281,916	$ -	$ -	$ 16,281,916
Function 12 - Instructional Resources & Media Services:	$ 244,035	$ -	$ -	$ 244,035
Function 13 - Instructional Staff Development:	$ 137,146	$ -	$ -	$ 137,146
Function 21 - Instructional Administration:	$ 630,300	$ -	$ -	$ 630,300
Function 23 - School Leadership:	$ 1,354,102	$ -	$ -	$ 1,354,102
Function 31 - Counseling Services:	$ 1,341,931	$ -	$ -	$ 1,341,931
Function 33 - Health Services:	$ 294,397	$ -	$ -	$ 294,397
Function 34 - Student Transportation:	$ 914,645	$ -	$ -	$ 914,645
Function 35 - Food Service	$ -	$ 1,167,847	$ -	$ 1,167,847
Function 36 - Cocurricular/Extracurricular Activities:	$ 1,398,148	$ -	$ -	$ 1,398,148
Function 41 - General Administration:	$ 1,489,375	$ -	$ -	$ 1,489,375
Function 51 - Plant Maintenance & Operations:	$ 3,698,927	$ -	$ -	$ 3,698,927
Function 52 - Security & Monitoring Services:	$ 777,762	$ -	$ -	$ 777,762
Function 53 - Data Processing Services:	$ 449,067	$ -	$ -	$ 449,067
Function 61 - Community Service:	$ -	$ -	$ -	$ -
Function 71 - Debt Service:	$ -	$ -	$ 11,456,817	$ 11,456,817
Function 81 - Facilities Acquisition/Constr.	$ -	$ -	$ -	$ -
Function 91 - Chapter 49 Payments	$ 1,568,375	$ -	$ -	$ 1,568,375
Function 99 - Other Intergovernmental Charges	$ 316,600	$ -	$ -	$ 316,600
Total Expenditures	**$ 30,917,726**	**$ 1,167,847**	**$ 11,456,817**	**$ 43,542,390**
NET CHANGES IN FUND BALANCE	**$ 268,950**	**$ (777)**	**$ 774,336**	**$ 1,042,509**

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: Consideration and Possible Action to Adopt the Fiscal Year 2025-2026 Wimberley ISD Tax Rate and Resolution

Date: August 25, 2025

Presented by: Mike Doyle

Action

BACKGROUND INFORMATION

Chapter 44 of the *Texas Education Code* provides "notice and hearing" requirements to be followed by school districts in connection with holding a public meeting on the budget and proposed tax rate notice. Additionally, Chapter 26 of the *Texas Property Tax Code* states that, "The governing body of each taxing unit, before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the taxing unit, shall adopt a tax rate for the current tax year and shall notify the assessor for the unit of the rate adopted.

In accordance with §26.05(b) of the Property Tax Code, WISD makes notification that this year's levy to fund M&O expenditures DOES NOT EXCEED last year's M&O levy. No statements about tax levy increases are required within the tax rate the resolution.

ADMINISTRATIVE RECOMMENDATION

This year's proposed tax rate DOES NOT EXCEED the no-new-revenue tax rate. A supermajority (60%) approval to adopt your tax rate is needed.

BOARD ACTION REQUIRED

"I move that the Wimberley ISD Board of Trustees adopt the proposed tax rates as presented."

Resolution of
The Board of Trustees
Wimberley Independent School
District to Set Tax Rate

WHEREAS, on Wednesday, August 25, 2025, a Public Hearing was held at 6:00 PM and a Regular Meeting of the Board of Trustees of Wimberley Independent School District in the Board Room at the District's Administration Offices located at 951 FM 2325, Wimberley, Texas.

WHEREAS, on this date, we, the Board of Trustees of the Wimberley Independent School District, hereby levy or set the tax rate on $100 valuation for the District for the tax year 2025 at a total tax rate of **$1.0099**, to be assessed and collected by the duly specified assessor and collector as follows:

$0.7088 for the purpose of maintenance and operations, and

$0.3011 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

Adopted this ____ (date) day of_____ (month),_____(year), by the Board of Trustees.

ATTEST:

President, Board of Trustees	Secretary, Board of Trustees
Wimberley Independent School District	Wimberley Independent School District
Dr. Rob Campbell	Chad Canine

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: Consideration and Possible Action to Approve the Purchasing Cooperatives, Interlocal Purchasing Agreements, and State Contract List

Date: August 25, 2025

Presented by: Mike Doyle

Action

BACKGROUND INFORMATION

Section 271.102 of the Government Code and Section CH of the Board Policy Manual states that a district may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. If the district does so, it may sign an agreement with another participating local government or a local cooperative stating that the district will:

1. Designate a person to act on behalf of the district in all matters relating to the program.
2. Make payments to another participating local government or local cooperative organization or directly under a contract, as provided in the agreement.
3. Be responsible for the vendor's compliance.

If a district participates in a cooperative purchasing program, it satisfies any law requiring it to seek competitive bids.

Over the course of each year, the District purchases goods and services from various Cooperatives, Interlocal Agreements, and State Contracts. It is recommended that the Board approve the use and the names of these different purchasing cooperatives including contracts and agreements.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board approve the attached 2025-2026 Cooperative Purchasing Agreements listed.

BOARD ACTION REQUIRED

"I move that the WISD Board of Trustees approve the 2025-26 Purchasing Cooperative Agreements as presented."

WISD

2025-2026

Approved Purchasing Cooperatives

- 1GPA (1Government Purchasing Alliance)
- E&I Cooperative Services
- Omnia Partners
- TIPS/TAPS (Cooperative Purchasing Systems)
- BuyBoard (Buyboard Cooperative Purchasing)
- Choice Partners
- CTPA (Central Texas Purchasing Alliance)
- DIR (Department of Information Resources)
- Equlais Group (Region 10)
- GoodBuy (Region 2)
- PACE (The Purchasing Association of Cooperative Entities)
- Region 13
- ESC 20 Purchasing Cooperative
- Texas 2Purchasing Cooperative of America (PCA)
- Sourcewell
- TX Smart Buy

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: Consideration and Possible Action Regarding Ranking/Selection of Construction Manager at-Risk (CMAR) for Bid Package 2 Projects (Renovations/Additions at Danforth Junior High School and Athletic Complex), Including Possible Delegation of Authority to the Superintendent or Designee to Negotiate and Execute a Contract.

Date: August 25, 2025

Presented by: Mike Doyle

Action

BACKGROUND INFORMATION

At the regularly scheduled Wimberley ISD Board meeting on July 21, 2025, the Board of Trustees approved and adopted the Construction Manager at Risk (CMAR) method as the delivery approach for construction services related to Bid Packages 2 and 3. On July 22, 2025, Wimberley ISD issued a Request for Qualifications (RFQ) for Bid Package 2, with a submission deadline of August 21, 2025.

The selection process was conducted in two phases. Phase 1 consisted of a committee review and scoring of the submitted qualifications. Phase 2 involved interviews with short-listed candidates. Upon completion of this process, WISD Administration has prepared a final ranking of CMAR candidates for the Board's consideration.

ADMINISTRATIVE RECOMMENDATION

It is Administrations recommendation to approve the ranking as presented and further delegate authority to the Superintendent or his designee to negotiate a contract, and if an agreement cannot be reached then go on to the next-ranked CMAR and so on until a contract can be reached in a form approved by legal counsel.

BOARD ACTION REQUIRED

"I move that the Board approve the ranking of Construction Managers at-Risk (CMARs) for the Bid Package #2 Projects as presented by Administration and further delegate authority to the Superintendent or his designee to negotiate a contract, and if an agreement cannot be reached then to go on to the next-ranked CMAR and so on until a contract can be reached and further authorize the Superintendent to execute an agreement in a form approved by legal counsel."

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: Consideration and Possible Action Regarding Ranking/Selection of Construction Manager at-Risk (CMAR) for Bid Package 3 (New Construction/Additions at Wimberley High School), Including Possible Delegation of Authority to the Superintendent or Designee to Negotiate and Execute a Contract.

Date: August 25, 2025

Presented by: Mike Doyle

Action

BACKGROUND INFORMATION

At the regularly scheduled Wimberley ISD Board meeting on July 21, 2025, the Board of Trustees approved and adopted the Construction Manager at Risk (CMAR) method as the delivery approach for construction services related to Bid Packages 2 and 3. On July 22, 2025, Wimberley ISD issued a Request for Qualifications (RFQ) for Bid Package 3, with a submission deadline of August 21, 2025.

The selection process was conducted in two phases. Phase 1 consisted of a committee review and scoring of the submitted qualifications. Phase 2 involved interviews with short-listed candidates. Upon completion of this process, WISD Administration has prepared a final ranking of CMAR candidates for the Board's consideration.

ADMINISTRATIVE RECOMMENDATION

It is Administrations recommendation to approve the ranking as presented and further delegate authority to the Superintendent or his designee to negotiate a contract, and if an agreement cannot be reached then go on to the next-ranked CMAR and so on until a contract can be reached in a form approved by legal counsel.

BOARD ACTION REQUIRED

"I move that the Board approve the ranking of Construction Managers at-Risk (CMARs) for the Bid Package #3 Projects as presented by Administration and further delegate authority to the Superintendent or his designee to negotiate a contract, and if an agreement cannot be reached then to go on to the next-ranked CMAR and so on until a contract can be reached and further authorize the Superintendent to execute an agreement in a form approved by legal counsel."

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: Discuss and consider approval regarding the proposed agreement with Terracon for Geotech and Material Testing Services pertaining to the 2025 Bond Program.

Date: August 25, 2025

Presented by: Mike Doyle

Action

BACKGROUND INFORMATION

At the regularly scheduled Board meeting on June 16, 2025, the Wimberley ISD Board of Trustees approved the ranking of various Professional Services firms related to the 2025 Bond Program. Within the Geotech and Materials Testing category, Terracon was identified as top-ranked firm. Since that time, WISD has successfully negotiated a Master Services Agreement with Terracon, including proposed pricing for the required scope of work.

ADMINISTRATIVE RECOMMENDATION

It is the Administration's recommendation that the Board approve the proposed agreement with Terracon for Geotech and Material Testing services related to the 2025 Bond Program.

BOARD ACTION REQUIRED

"I move that the WISD Board of Trustees approve the proposed agreement with Terracon for Geotech and Material Testing as presented."

MASTER SERVICE AGREEMENT FOR
PROFESSIONAL SERVICES FOR GEOTECHNICAL ENGINEERING
AND CONSTRUCTION MATERIAL TESTING SERVICES

This Agreement is made and entered into by and between the **WIMBERLEY INDEPENDENT SCHOOL DISTRICT** ("District"), an independent school district and political subdivision of the State of Texas with administrative offices located at 951 FM 2325, Wimberley, Texas 78676 and **TERRACON CONSULTANTS, INC.**, a Corporation of the State of Texas with administrative offices located at 5307 Industrial Oaks Blvd., Suite 160, Austin, Texas 78735 by and through its designated officer(s) pursuant to its by-laws or a resolution of its Board of Trustees and ("Consultant"), both of which may be referred to herein collectively as the "Parties", to provide Geotechnical Engineering and Construction Materials Testing Services on a task-request basis for 2025 Bond Projects and other construction projects authorized by the Board.

IN CONSIDERATION of the mutual covenants, terms, conditions, privileges and obligations herein contained, District and Consultant do hereby agree as follows:

I. PERIOD OF SERVICE

1.1 This Agreement shall take effect upon execution by both Parties and continue in full force and effect for the period required for completion of the duties as set forth in the scope of services below and pursuant to the work order on a task-request basis. The Initial Term of this Master Service Agreement shall be for three (3) years with the option to renew for two additional one-year terms. In the event either party elects not to renew this Master Agreement, the terms of the Master Agreement shall remain applicable until all Service Orders/Requirements Work Order ("RWO") under the Master Agreement are completed or terminated. Performance for each individual project set out in the task-request shall commence upon issuance of a Notice to Proceed by the District's Representative, and shall terminate upon final completion of Consultant's duties as set forth in work order and upon written acceptance by the District of the work product or services rendered, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

1.2 Consultant shall not commence work or incur any billable expenses on any individual project until establishment of the scope of services in a Requirements Work Order, and the issuance of a Notice to Proceed for that Project.

1.3 If funding the Project is not appropriated at the time this Agreement is entered into, District retains the right to terminate this Agreement at the expiration of each of the District's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

1.4 The Owner is the Board of Trustees of the Wimberley Independent School District, and is referred to throughout this Agreement as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority.

1.5 The District Representative(s) shall be as follows:

Dr. Greg Bonewald
Superintendent
951 FM 2325
Wimberley, Texas 78676

II. SCOPE OF SERVICES

2.1 Consultant, in consideration for the compensation herein provided, shall render Geotechnical investigation, analysis and engineering services and Construction Materials Testing services in connection with the Projects listed above. The Consultant's work will consist of:

2.1.1 Geotechnical Investigation, Analysis And Engineering. Performance of geotechnical investigation analysis and engineering services for the specified Project site(s), including but not limited to

collection of field and laboratory data, performance of engineering analyses of same, and preparation of a written report for the District including boring logs, lab test data, description of the investigation, and recommendations as more particularly described in the individual Project's **Requirements Work Order,** attached to this Agreement as **Exhibit B**. Services may include all or some of the following:

A. Provide subsurface exploration and collection representative subsurface samples of foundation media, soils, aggregate base materials and concrete as necessary for laboratory analysis.

B. Provide on-site field investigation and observation during re-grading, excavation, and sub-grade excavations and preparation.

C. Provide laboratory testing, as required of the representative samples recovered to measure pertinent soil parameters or engineering properties, including hazmat in soil in accordance with American Society for Testing and Materials (ASTM) procedures, which may include but will not be limited to the following: Moisture-Density Relationship testing, Atterberg Limits Determination, Sieve Analysis; In Place Density Testing and Laboratory Testing; Concrete Compressive Strength Testing, Asphalt cores of in-place asphalt; Asphaltic Concrete Extraction, Gradation, Bitumen Content, Stability, Laboratory Density, and Specific Gravity

Testing will comply with the Project Construction Documents and shall be performed in conformance with the standards of care and quality practiced by engineering professionals experienced with geotechnical testing, surveying, analysis and engineering generally on projects similar to the Projects listed above, in the same or similar locale. The cost for such services shall be set forth in the individual Project's Requirements Work Order**.**

2.1.2 Independent Construction Materials Testing. Performance of testing, analysis and report conclusions related to the materials provided and workmanship performed by the various construction contractors, to insure compliance with specific Project requirements and the Construction Documents and Specifications, including but not limited to, testing, analysis and conclusions related to such items as: Pier Construction, Concrete Mix Design & Testing (cast-in-place & pre-cast), Fill, Backfill, Sub grade & Base, Asphalt Mix Design & Testing, Earthwork/Soil Testing, and other special inspections as may be requested by the District's Project representative. Performance of part-time observations and field-testing, on an "on-call" basis, in order to provide required quality assurance services. Engineering technicians shall perform observations for the required disciplines and field-testing for associated site improvements. Observations and field-testing will be performed in accordance with instructions of the District's Project representative and in compliance with the Texas Engineering Practices Act. Daily reports will be written for each day "on-call" services are provided. During the course of construction, Respondent may also be called upon to provide written reports to District's Project representative of all test results, particularly those failing to meet Project specifications. Written reports of findings will be submitted periodically as specified by the District's Project representative. The Services shall be performed in conformance with the standards of care and quality practiced by engineering professionals experienced materials testing and quality assurance generally on projects similar to the Project in the Project's locale. During the course of construction, Consultant will provide written reports on the Project, to the District's representative of all test results, particularly those failing to meet project specifications. Written reports of findings will be submitted periodically as specified by the District's representative. The cost for such services shall be set forth in the individual Project's Requirements Work Order.

2.2 Consultant shall be represented by a professional engineer licensed to practice in the State of Texas or an Engineer-In-Training subject to the supervision of a professional engineer, at meetings of any official nature concerning the Project, including but not limited to Scope Meetings, Review Meetings and other meetings as may be required for the Project. All submittals shall carry the signature and seal; or, in the case of progress submittals or incomplete submittals, an appropriate disclaimer with the responsible professional engineer's name and license number and, adjacent thereto, the date of the submittal. All Services performed under this Agreement must be conducted in full conformance with the Texas Engineering Practice Act. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

2.3 Consultant shall complete all work on the Project in compliance with this Agreement, in a timely fashion consistent with the construction schedule and agrees to staff the Project with sufficient necessary, qualified personnel to the Project, in order not to delay or disrupt the progress of the Project.

2.4 The specific Scope of Services for each Project shall be described in a Requirements Work Order ("RWO") for the specific Project, which shall also establish the a not-to-exceed cost for Consultant's basic services negotiated with the District Representative at the time. The RWO shall be completed for each Project, in a form substantially similar to the one attached hereto as **Exhibit B**. Upon completion and execution by both parties the RWO shall be and deemed incorporated herein by reference as if fully set forth.

III. COORDINATION WITH THE DISTRICT

3.1 Consultant shall hold periodic conferences with District's representative, so that the Project, as developed, will have the full benefit of District's experience and knowledge of existing needs and facilities and be consistent with the District's current policies and standards. No more than two conferences shall be held, unless otherwise agreed to by Parties. The District shall make available, for Consultant's use, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this Project as may be requested by Consultant at no cost to Consultant, but does not warrant the accuracy of such documents.

3.2 The District's representative shall act on behalf of District with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define District's policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's services.

3.3 The District shall provide written notice to the Consultant of any errors or omissions discovered in the Consultant's services, or performance, or of any development that affects the scope or timing of Consultant's services.

3.4 Consultant shall complete all applications and furnish all required data compiled by Consultant for District's use in obtaining any permits or approvals from governmental authorities having jurisdiction over the Projects, as may be necessary for completion of the Project. Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings in order to obtain said permits or approvals, unless compensated therefore as provided in Article IV, COMPENSATION.

IV. COMPENSATION

4.1 For and in consideration of the services to be rendered by Consultant, District shall pay Consultant a not-to-exceed fee set out in the executed Requirements Work Order for the Scope of Services established therein. Any Work Order fee will be based on the fees included in **Exhibit A.** Nothing contained in this Agreement shall require District to pay for any unsatisfactory work, as determined by District's representative, or for work that is not in compliance with the terms of this Agreement. The District shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

4.2 Basis For Compensation and Invoicing. During the course of a Project, the Consultant shall submit monthly invoices for work performed and completed which has not been included on previous invoices. Payments shall be made to the Consultant in accordance with the Requirements Work Order for the Project, the Fee for Basic Services established therein and the Texas Prompt Payment Act. The scope and quantity of the services provided will be dependent upon services actually authorized and required by the District.

4.3 Modifications. Consultant and District acknowledge that the MTS and Geotech Base Fees, as set out in the relevant Requirements Work Order, has been established based upon the total estimated costs of services to be rendered under the Agreement. Compensation for additional services shall be subject to renegotiation in accordance with Section 4.4 below.

4.4 Additional Professional Services. Consultant may be required to perform the additional services in connection with this Agreement including, but not limited to, the following:

4.4.1 Acting as an expert witness in any litigation with third parties, arising in connection with the Project, including the preparation of engineering data and reports and providing testimony as necessary.

4.4.2 Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.

4.4.3 Additional copies of reports, drawings and specifications over the number specified in this Agreement.

4.5 Compensation for Additional Professional Services. Consultant may be required to perform the additional services in connection with a particular Requirements Work Order. Compensation for such additional services shall be subject to prior approval of the District and approval of the Board of Trustees if additional funds not provided for in the initial budget are required to cover such services. Should Consultant be directed in writing by District's representative to perform these services, compensation shall be paid by District to Consultant as authorized in writing by District's representative.

V. OWNERSHIP AND RETENTION OF DOCUMENTS AND ACCESS TO LAB RESULTS

5.1 Upon completion or termination of the Project, or upon request by the District, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of the District and shall be delivered at no cost to the District without restriction on future use. Documents and information covered by this paragraph shall include, but not be limited to, reports, test results, field notes and other data. The District shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense. Consultant shall not be liable for any unauthorized reuse or modification of its documents, reports or other work products. Notwithstanding the foregoing, **THE DISTRICT UNDERSTANDS THAT THE DOCUMENTS AND INFORMATION ADDRESSED IN THIS PARAGRAPH 5.1 ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATION, OR ADAPTATIONS OF THE PROJECT AND ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY CONSULTANT FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE DISTRICT'S OWN RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO CONSULTANT.**

5.2 At any time during the Project, upon reasonable notice and during normal business hours, the District shall have the right to unrestrained direct access laboratories and testing facilities used by Consultant for work performed by Consultant under this Agreement; and the District shall have the unrestricted right to obtain original or duplicate copies of reports and testing results directly from the lab or testing facility used by Consultant.

5.3 The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed. In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide the District, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

5.4 Consultant shall notify District, immediately, in the even Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that District will process and handle all such requests.

VI. TERMINATION OF AGREEMENT

6.1 Termination Without Cause.

6.1.1 This Agreement may be terminated by District without cause, prior to District's representative giving Consultant written Notice to Proceed, should District's representative, in its sole discretion, determine that it is not in District's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Consultant.

6.1.2 This Agreement may be terminated by the District at any time after issuance of the District's representative's Notice to Proceed, either for the District's convenience or because of Consultant's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the District.

6.1.3 If the termination is for the convenience of the District, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services, should District choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work performed during time between the issuance of the District's notice of termination and the actual termination date.

6.1.4 If the termination is due to Consultant's failure to fulfill its obligations, the District may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the District for any additional cost occasioned to the District thereby.

6.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 6.1.3 of this clause.

6.1.6 The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6.1.7 This Agreement may be terminated by the Consultant, at any time after issuance of the District's representative's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

6.2 Defaults With Opportunity for Cure. Should Consultant fail, as determined by the District's representative, to satisfactorily perform the duties set out in Article II. SCOPE OF SERVICES; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the District shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, District shall have the right, without further notice, to terminate this Contract in whole or in part as District deems appropriate, and to contract with another Consultant to complete the work required by this Agreement. District shall also have the right to offset the cost of said new agreement with a new Consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of District to mitigate its losses.

6.3 Termination For Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance with the notice provisions contained in this Agreement, District may immediately terminate this Contract, in whole or in part, "for cause":

6.3.1 Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to District in connection with this Agreement or its performance hereunder; or

6.3.2 Consultant violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

6.3.3 Consultant fails to cure, or initiate steps reasonably calculated to cure, a default as required by this Agreement, within the time period required for cure; or

6.3.4 Consultant violates any rule, regulation or law to which Consultant is bound or shall be bound under the terms of this Agreement; or

6.3.5 Consultant attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of this Agreement.

6.3.6 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties.

6.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

6.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to District its claims, in detail, for the monies owed by District for services performed under this Agreement through the effective date of termination. **Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

6.7 Termination Not Sole Remedy. In no event shall District's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VII. SUSPENSION OF WORK UNDER AGREEMENT

7.1 Right of District to Suspend. District may suspend this Agreement for any reason, with or without cause, upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Consultant of said notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension.

7.2 Consultant's Right to Terminate In Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant may exercise this right to terminate by issuing a written Notice of Termination to the District, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by District and such termination shall be subject to all the requirements set out in Paragraphs 6.5 and 6.6 above, related to the Orderly Transfer and Fee Payment.

7.3 Procedures Upon Receipt of Notice of Suspension.

7.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Consultant shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

7.3.2 Consultant shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

7.3.3 Copies of all completed or partially completed studies, plans and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the District but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

7.3.4 During the period of Suspension, Consultant shall have the option to at any time submit the above referenced statement to the District for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of the District under this Agreement, adjusted for any previous payments of the fee in question.

7.3.5 In the event Consultant exercises its right to terminate this Agreement at any time after the effective Suspension date, Consultant shall submit, within forty-five (45) calendar days after receipt by District of Consultant's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.3.6 Upon the above conditions being met, the District's review of the submissions and finding the claimed compensation to be appropriate to the terms of this Agreement, the District shall pay Consultant that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the District, adjusted for any previous payments of the fee in question.

VIII. INSURANCE REQUIREMENTS

8.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish an original completed Certificate of Insurance to District's representative, which shall be clearly labeled with the Project name and which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. District shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to District's representative, and no officer or employee shall have authority to waive this requirement.

8.2 The District reserves the right to review the insurance requirements of this Article during the effective period of this Contract and to modify insurance coverage and limits when deemed necessary and prudent by the District based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the District allow modification whereupon the District may incur increased risk.

8.3 Consultant's financial integrity is of interest to District, therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by District, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, except for professional liability, by companies authorized, approved or admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to District, in the following types and amounts:

Workers' Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Consultant's employment of workers and anyone for whom Consultant shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	$1,000,000.00
Commercial General Liability:	
Occurrence	$1,000,000.00
Aggregate	$2,000,000.00
Personal Injury	$1,000,000.00 each person
Automobile Liability:	$1,000,000 combined single limit
Professional Liability:	$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, malpractice, error or omission in professional services. If written on a claims made basis, Consultant shall provide coverage for an additional 25 months after the completion date of the contract.

8.4 The General Liability and Automobile issued in the name of Consultant shall also name the District as an additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to District, with District's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Consultant shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

8.5 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of District.

8.6 The District shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the District, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to District at the address provided in this Agreement for Notice, within ten (10) days of the requested change. Consultant shall pay any costs incurred as a result of said changes.

8.7 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by District, Consultant shall notify District of such and shall give such notices not less than thirty (30) days prior to the change, if Consultant knows of said change in advance, or ten (10) days notice after the change, if the Consultant did not know of the change in advance. In the event of

cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to District at the address provided in the Notice section of this Contract.

8.8 If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by District is an alternative to other remedies District may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or secure such endorsement. In addition to any other remedies District may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, District shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof. A stop work order given to Consultant by District in accordance with this Article shall not constitute a Suspension of Work under this Agreement.

8.9 It is agreed that Consultant's insurance shall be deemed primary with respect to any insurance or self insurance carried by District for liability arising out of operations under this Agreement.

8.10 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

IX. INDEMNIFICATION

9.1 Consultant (for purposes of this Section referred to as Licensed Engineer) whose work product is the subject of this contract for engineering services and other related professional services, agrees to **INDEMNIFY AND HOLD DISTRICT, ITS OFFICERS AND EMPLOYEES, HARMLESS** against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may **ARISE OUT OF OR BE OCCASIONED OR CAUSED BY LICENSED ENGINEER'S NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSED ENGINEER, ANY AGENT, OFFICER, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF LICENSED ENGINEER** while in the exercise of performance of the rights or duties under this Agreement.

9.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of District, its trustees, officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT LICENSED ENGINEER AND DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

9.3 Consultant shall promptly advise the District, in writing, of any claim or demand against the District or Licensed Engineer known to Licensed Engineer related to or arising out of Licensed Engineer activities under this contract.

9.4 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or other wise, to any other person or entity.

X. ENGINEER'S LIABILITY AND STANDARD OF CARE

10.1 Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Acceptance of reports or other documents by District shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees,

associates, agents or subcontractors for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by District for any defect or error in testing, reports, or assessments and work performed by Consultant, its employees, subcontractors, and agents.

XI. CONSULTANT'S WARRANTY UNDER THE PROFESSIONAL SERVICES PROCUREMENT ACT

11.1 Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the District shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Consultant found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the District from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing District employment of engineering and other professionals. Accordingly, Consultant further pledges and warrants its best and most competent professional efforts to secure to the District the benefits of the agreement.

XII. ASSIGNMENT OF RIGHTS OR DUTIES

12.1 By entering into this Agreement, District has approved the use of subcontractors, if any, identified in Consultant's Proposal. No further approval shall be needed for Consultant to use such subcontractors as are identified in Consultant's Proposal.

12.2 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of District. Engineering services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the District. Any other services to be performed under this Agreement may be subcontracted upon the written approval of District's representative. As a condition of consent, if same is given, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by District in accordance with this Article.

12.3 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Consultant assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, District may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to District under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to District, which District sustains as a result of such violation.

12.4 Consultant agrees to notify District's representative of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to District under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article VI, TERMINATION.

XIII. INDEPENDENT CONTRACTOR

13.1 Consultant covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of District; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between District and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between District and Consultant.

XIV. NOTICES

14.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If intended for District, to:
Wimberley Independent School District
Attn: Superintendent
951 FM 2325
Wimberley, Texas 78676

If intended for Consultant, to:
Terracon Consultants, Inc.
Attn : James Bierschwale
5307 Industrial Oaks Blvd.
Austin, Texas 78735

XV. WORK ON SCHOOL DISTRICT PREMISES

15.1 To the extent that the Work may be performed in connection with an educational facility which is currently occupied and in use, it is imperative that Consultant's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. Consultant agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Consultant shall exercise the utmost skill and judgment to ensure that testing activities will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Consultant recognizes that the ongoing District activities in proximity with its activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Consultant. Consultant understands and accepts the difficulties and the cost associated with working in an existing facility and the potential delays and disruptions in its Work, and has considered such constraints in the negotiation of this Agreement.

15.2 The Consultant shall be responsible for the actions of Consultant's agents, employees and all sub-consultants working under it. The Consultant agrees that if the Project Site is a public school campus, it shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Consultant's forces consistent with the nature of the work being performed. Sexual harassment of employees of the Consultant, or employees or students of the District by employees of the Consultant is strictly forbidden. Any employee of the Consultant who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Consultant, including removal from the job site.

15.3 **Criminal History Records Checks.** Prior to the commencement of work, Consultant shall take all necessary steps to comply with Texas Education Code, Section 22.0834 by obtaining, if a Qualified Contractor, as defined, or arranging with Owner to obtain, if not a Qualified Contractor, national criminal history record information ("CHRI") as to Consultant and subconsultants and all persons associated with them including their employees, agents and representatives who a) have or will have continuing duties related to the contracted services; and b) have or will have direct contact with students (each a "Covered Employee").

15.3.1 If the Consultant or any Subconsultant determines that § 15.3 does not apply to an employee, the Consultant or Subconsultant shall make a reasonable effort to ensure that the conditions or precautions that resulted in the determination that § 136.3 did not apply to the employee continue to exist throughout the time that the contracted services are provided.

15.3.2 The requirements of § 15.3. do not apply if:

.1 the public work does not involve the construction, alteration, or repair of an Instructional Facility as defined by Section 46.001, Texas Education Code (real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required by the Texas Education Code);

.2. for public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first day the facility will be used for instructional purposes; or

.3 for a public work that involves an existing Instructional Facility:

(a) the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and

(b) the Consultant adopts a policy prohibiting employees, including subconsulting entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.

15.3.3 If the Consultant is not a Qualified School Contractor, a person to whom § 15.3. applies must submit to a CHRI review by the Owner.

13.3.4 Owner and Consultant agree to destroy any CHRI obtained or indexed by the Federal Bureau of Investigation ("FBI") or Texas Department of Public Safety ("DPS") under this § 15.3. after the information is used for its authorized purpose. CHRI may only be released to the individual who is the subject of the information, by court order, or as allowed by law.

13.3.5 Any Covered Employee that has during the preceding thirty (30) years, (a) been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or (b) been convicted of a felony offense under Title 5, Texas Penal Code if the victim of the offense was under 18 years of age at the time the offense was committed; (c) been convicted of an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History"); shall be disqualified and prohibited from performing any contract duties or services and neither the Consultant nor its Subconsultants may permit such person to provide services at an Instructional Facility. If a Covered Employee is determined by the Owner's review of the CHRI to have a Disqualifying Criminal History, Consultant will exclude that person from assignment to the Project. To the extent the Owner, not the Consultant obtains the CHRI described in this agreement, Consultant understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the Owner, and agrees to rely solely on the judgment of the Owner as to whether the Covered Employee must be excluded from the Project.

§ 15.3.6 Prior to commencement of its work on the Project the Consultant will provide written certification to the Owner that either: (1) Consultant and its subconsultant of every tier, do not have any Covered Employees, as defined; (2) Consultant and its subconsultants of every tier are otherwise exempt from compliance with the requirements contained herein; or (3) Consultant and its subconsultants of every tier have complied with the statutory and contractual requirements of this Agreement as of that date.

§ 15.3.7 Consultant agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Consultant will immediately remove the Covered Employee from Owner's property or other location where students are regularly present, and notify the Owner of said removal within three (3) days of doing so. Consultant understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement by Owner, in accordance with Section VI, Termination.

XVI. TESTING AND OBSERVATIONS.

16.1 District 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. Consultant will provide test results and opinions based on tests and field observations only for the work tested. District understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. District agrees to the level or amount of testing performed and the associated risk. District is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of District's contractor's work or their adherence to the project documents, and Consultant's performance or testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

XVII. SUB-SURFACE EXPLORATIONS.

17.1 Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. District understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, District 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 Services.

XVIII. UTILITIES

18.1 Consultant shall utilize a utility locating service for public utilities. District shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

IXX. CONTRACT CONSTRUCTION

19.1 All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

XX. FAMILIARITY WITH LAW AND CONTRACT TERMS

20.1 Consultant represents that, prior to signing this Agreement; Consultant has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, and all of the terms and conditions of this Agreement.

XXI. APPLICABLE LAW AND VENUE

21.1 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

21.2 The obligations of the parties to this Agreement shall be performable the county where the District’s administrative offices are located and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in the County where the District’s administrative offices are located.

XXII. SEVERABLITY

22.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

XXIII. FORCE MAJEURE

23.1 In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by a Force Majeure Event, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence. For purposes of this agreement, a Force Majeure event is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent; provided that such event or circumstance is limited to the following: (a) complete inaccessibility to the location at which services were to be performed; (b) governmental act (including but not limited to state, federal, and /or local authority related to the COVID-19 pandemic or other pandemic or epidemic); (c) earthquakes, flood, fire, tornado, fire or other physical natural disaster; (d) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works or requisition; (e) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, including but not limited to the COVID-19 pandemic; (f) the event is made impracticable if act(s)/circumstance(s) cause performance to become substantially more difficult, complex or challenging, such as an excessive or unreasonable increase in performance costs or if increased costs make performance commercially senseless. ("Force Majeure Event"). The party effected by the Force Majeure Event shall provide notice of such party's failure or delay in performance due to a Force Majeure Event to the unaffected party promptly, but no later than five (5) business days after the occurrence of a Force Majeure Event. Such notice shall describe the Force Majeure Event and the actions taken to minimize the impact thereof.

XXIV. SUCCESSORS

24.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XXV. NON-WAIVER OF PERFORMANCE

25.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

25.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXVI. NO THIRD PARTY BENFICIARIES AND IMMUNITY

26.1 For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with District or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either District or Consultant. Nothing in this Agreement shall be deemed to relinquish, waive, modify or amend any immunity or legal defense available at law or in equity. No provision of this Agreement is consent to suit.

XXVII. LEGAL AUTHORITY

27.1 The signer of this Agreement for District and Consultant each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of District and Consultant respectively, and to bind District and Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXVIII. CERTIFICATIONS

28.1 Pursuant to Texas Government Code Chapter 2270, the Consultant represents and warrants to the District that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.»

28.2 Pursuant to Texas Government Code Chapter 2270, the Consultant represents and warrants that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Consultant has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

28.3 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, to the extent applicable to this Agreement, the Consultant certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payments and acknowledges that this Agreement may be terminated and payment withheld in this certification is inaccurate.

28.4 Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at $100,000 or more and if Consultant has at least ten (10) full-time employees, then Consultant represents and warrants to the District that the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.

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

XXIX. ENTIRE AGREEMENT

29.1 This Agreement, together with its Exhibit embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties.

29.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

WIMBERLEY INDEPENDENT SCHOOL DISTRICT	**TERRACON CONSULTANTS, INC.**
[DO NOT SIGN-DRAFT ONLY]	[DO NOT SIGN-DRAFT ONLY]
By: _____	By: _____
Dr. Greg Bonewald Superintendent	James Bierschwale, Vice President Federal Tax ID #: 42-1249917

EXHIBIT A

Scope of Services and Survey Fees



2025 Schedule of Services and Fees

Geotechnical Engineering Services

Site Investigation Services

Mobilization/Demobilization (minimum two-man crew with rig), each	$700.00
Air Compressor, per day	$275.00
Daily Water Truck for rock coring, per day	$250.00
Hourly rate for standby/clean-up, per hour	$375.00
Weekend Surcharge, per occurrence	$1,250.00
Soil Test Boring, per foot (0 to 50 feet)	$22.50
Soil Test Boring, per foot (51 to 100 feet)	$27.50
Soil Test Boring, per foot (101 to 150 feet)	$32.50
Additional sampling beyond standard sampling, each	$25.00
Add for hollow stem, per foot	$8.00
Rock Coring, soft formation, per foot (0 to 50 feet)	$27.50
Rock Coring, soft formation, per foot (51 to 100 feet)	$32.50
Rock Coring, soft formation, per foot (101 to 150 feet)	$37.50
Rock Coring, hard formation, per foot (0 to 50 feet)	$35.00
Rock Coring, hard formation, per foot (51 to 100 feet)	$40.00
Rock Coring, hard formation, per foot (101 to 150 feet)	$45.00
Rock Coring, shale, per foot (0 to 50 feet)	$32.50
Rock Coring, shale, per foot (51 to 100 feet)	$37.50
Rock Coring, shale, per foot (101 to 150 feet)	$42.50
Asphalt Patch, each	$30.00
Concrete Patch, each	$35.00
Grouting of borings with Bentonite, per foot	$10.00
Pavement Coring including Base, each	$250.00

Soil Testing – Laboratory and Field

Moisture Content, each	$18.50
Atterberg Limits, each	$100.00
Test Method for Particle Size Analysis of Soils	
Percent Passing No. 200 Sieve, each	$80.00
Washed Sieve Analysis, each	$100.00
Hydrometer Analysis (ASTM D422), each	$230.00
Unconfined Compressive Strength (Soil), each	$80.00
Unconfined Compressive Strength (Rock), each	$100.00
Triaxial Compression Test (UU), each	$200.00
Permeability Test of Soil, each	$500.00
Sulfate Content Determination, each	$100.00
Corrosive Suite, each	$400.00
Swell Test (ASTM D4546), each	$275.00
Soil-Lime Relationship, PI Series (4 samples), each	$800.00
Soil-Lime Relationship, pH Series (4 samples), each	$400.00



2025 Schedule of Services and Fees

Geotechnical Engineering Services (cont.)

Laboratory CBR (Soaked) (ASTM D1883), each	$800.00
Dynamic Cone Penetrometer (DCP) Tests, each	$200.00

Personnel Rates

Principal, P.E., per hour	$255.00
Senior Project Manager, P.E., per hour	$215.00
Project Engineer, P.E. per hour	$180.00
Project Geologist / Geophysicist, per hour	$160.00
Senior Staff Engineer, P.E., per hour	$155.00
Staff Engineer, E.I.T., per hour	$140.00
Field Coordinator, per hour	$125.00
Field Engineer, per hour	$125.00
Staff Geologist, per hour	$105.00
Lab Supervisor, per hour	$100.00
Administrative Staff, per hour	$85.00

Other

Mileage (per mile)	per GSA Rates
Traffic Control	Cost + 15%
Utilization of Track Rig	Cost + 15%

Terracon

2025 Schedule Of Services and Fees

Construction Materials Testing Services

Concrete Field Services

Concrete Observation and Field Testing, per hour	$66.00
Concrete Observation and Field Testing, overtime rate, per hour	$99.00

Concrete Tests

Cylinder compression test (ASTM C 31 & C 39), 4"x8", each	$22.00
Cylinder compression test (ASTM C 31 & C 39), 6"x12", each	$30.00
Beam flexural test (ASTM C 78), each	$90.00
Concrete Core Compressive Strength (ASTM C 42), each	$150.00

Reinforcing Steel Observations

Reinforcing Steel Observation, per hour	$66.00
Reinforcing Steel Observation, overtime rate, per hour	$99.00
Post Tensioning Observation, per hour	$80.00
Post Tensioning Observation, overtime rate, per hour	$120.00

Masonry Field Services

Masonry Observation, per hour	$70.00
Masonry Observation, overtime rate, per hour	$105.00
Compressive strength CMU block (ASTM C 140), each	$200.00
CMU block absorption only (ASTM C 140), each	$150.00
CMU Block prism compressive strength (ASTM C 1314), each	$360.00
Compressive strength of grout prism (ASTM C 1019), each	$48.00
Compressive strength of mortar cube (ASTM C 780 & C 109), each	$30.00

Soils Laboratory Tests

Classification

Atterberg limits (ASTM D 4318), each	$100.00
Sieve analysis (ASTM C 136), each	$100.00
Sieve analysis percent finer than #200 (ASTM C 117), each	$80.00
Combined sieve analysis (ASTM C 136 and C 117)	$145.00

Compaction

Optimum moisture / maximum dry density relations (proctors)

ASTM D698, each	$240.00
ASTM D1557, each	$265.00
Additional charge for Coarse Aggregate Correction (ASTM D4718)	$45.00
TXDOT TEX 113E, each	$325.00
TXDOT TEX 114E, each	$240.00
Permeability (ASTM D 5084), each	$500.00

Soils Field Services

Field Nuclear Density Test (ASTM D6938), minimum 3, each	$22.00
Field gradation of lime treated soil, each	$60.00
Depth check of lime treated soil, each	$30.00
Soil pH value (TEX 128E) each	$35.00
Soils Observation and Field Testing, per hour	$66.00
Soils Observation and Field Testing, overtime rate, per hour	$99.00

CONSTRUCTION MATERIALS TESTING SERVICES (CONT.)

Personnel Rates

Project Set Up Fee, each	$250.00
Principal, Officer, per hour	$255.00
Senior Project Manager, per hour	$215.00
Project Manager, per hour	$180.00
Lab Supervisor, per hour	$100.00
Administrative Staff, per hour	$85.00

Transportation

Vehicle, per trip (within 50 miles of Terracon office)	$70.00

Remarks

A four-hour minimum charge is applicable to all trips for the performance of testing, inspection, cancellations, or consulting services. A minimum charge of two hours will be assessed for trips to the project site for sample or cylinder pick up only.

All labor, equipment, and transportation charges are billed on a portal-to-portal basis from our office up to the nearest hour.

Overtime rates of 1.5 times the quoted hourly rate will be applicable for all time worked more than eight (8) hours per day, all time worked outside of daylight hours of 6:00 AM to 6:00 PM Monday through Friday, and all time worked on weekends and holidays.

Services that are not scheduled a minimum of one business day in advance of the requested service date will be billed at an overtime rate of 1.5 times the quoted hourly rate. Services that are not canceled by the prior business day, during business hours (8am to 5pm), will be subject to a cancellation charge of $200.

Unit fees for tests not listed will be quoted on request.

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.

Material samples should be submitted in a form that complies with applicable requirements.

Terracon will submit invoices for services monthly. Payment for services shall be made within 30 days of receipt of the invoice in accordance with the Terracon "Agreement for Consulting Services" or "Authorization to Proceed". Additional administrative charges may be applicable if the client requires other invoicing procedures or payment terms.

Terracon
2025 SCHEDULE OF SERVICES AND FEES

CONSTRUCTION MATERIALS TESTING SERVICES (CONT.)

Asphaltic Concrete Services

Asphalt Observation, per hour	$75.00
Asphalt Observation, overtime rate, per hour	$112.50
Molding specimens (TEX 206F), set of 2	$120.00
Bulk specific gravity of lab molded specimens, set of 2	$160.00
Maximum theoretical density (ASTM D 2041 or TEX 227F), each	$90.00
Hveem stability (ASTM D 1560 or TEX 208F), set of 3	$120.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each	$240.00
Asphalt Coring Crew, per hour	$150.00
Asphalt Coring Equipment and consumables, per day	$150.00
Asphalt Core Collection, per core	$30.00
Asphalt Thickness & Bulk Specific Gravity of Core Specimen (TEX 207F), each	$80.00
Nuclear density gauge, per day	$100.00

Drilled Pier

Drilled Pier Observation, per hour	$75.00
Drilled Pier Observation, overtime rate, per hour	$112.50

High-Load Wood Diaphragms (Shear Wall)

High-Load Wood Diaphragms (Shear Wall) Observation, per hour	$95.00
High-Load Wood Diaphragms (Shear Wall) Observation, overtime rate, per hour	$142.50

Fire Stop Systems and Spray Applied Fireproofing

Fire Stop Systems Observation, per hour	$95.00
Fire Stop Systems Observation, overtime rate, per hour	$142.50
Spray Applied Fire Proofing Observation, per hour	$95.00
Spray Applied Fire Proofing Observation, overtime rate, per hour	$142.50
SFRM Density Test (ASTM E605)	$150.00
SFRM Cohesion/Adhesion Test (ASTM E736)	$75.00

Structural Steel

Visual Inspection by CWI, per hour	$130.00
Visual Inspection by CWI, overtime rate, per hour	$195.00
Ultrasonic Testing by CWI, per hour	$150.00
Ultrasonic Testing by CWI, overtime rate, per hour	$225.00
Ultrasonic Testing equipment / consumables, per day	$180.00
Mag Particle Testing by CWI, per hour	$150.00
Mag Particle Testing by CWI, overtime rate, per hour	$225.00
Ultrasonic Testing equipment / consumables, per day	$180.00
Mag Particle Testing equipment / consumables, per day	$180.00
Tension Calibrator equipment, per day	$180.00

Subcontracted Services

Subcontractor's	Cost + 15%

EXHIBIT B

Requirements Work Order

This Requirements Work Order ("RWO") is executed on this ____ day of _____, 202__, between the **Wimberley Independent School District** (hereinafter referred to as "District"), and **_____,** ("Professional"), both of which may be referred to herein collectively as the "Parties", as an amendment to the *Master Services Agreement - Professional Services Agreement for Asbestos Abatement Services* entered into by the Parties on the date of the last signature on the ("Master Agreement").

1. **Purpose**. The purpose of this RWO is to set out the District's project-specific Professional Services requirements for the following project: _____, (the "Project"), including the Scope of Services and establishment of a not-to-exceed price for the required the Professional's Basic Services.

2. **Scope of Work**. The Scope of Services for the Project shall be as set out in **Attachment 1**, which is attached to this RWO and incorporated herein by reference.

3. **Not to Exceed Fee**. Professional agrees to provide all Professional Services required to complete the Scope of Services defined in the attached **Attachment 1** and the District agrees to pay a fee as follows:

- ❑ not to exceed _____ AND ___/100 DOLLARS ($_____) for such basic services. Billing shall be based upon the Hourly Fees and Unit Prices contained in the Scope of Work attached to this RWO as **Attachment 1**.
- ❑ a fixed fee of _____ AND ___/100 DOLLARS ($_____) payable upon completion of the Scope of Services to the District's satisfaction.
- ❑ a fixed fee of _____ AND ___/100 DOLLARS ($_____) payable as follows:

  _____
  _____
  _____
  _____

Note: No fee, or any part of a fee, shall be payable prior to the Services or some designated part of the Services being performed to the District's satisfaction.

4. **Additional Services**. The District further agrees to pay for Additional Services (outside the Scope of Work, but related to the Project), in accordance with the hourly rates for Additional Professional Services contained in the Scope of Work attached to this RWO as **Attachment 1**. All Additional Services shall be paid based upon a written proposal for such services approved by the District Representative, or the Board of Trustees if required, prior to the performance of such services.

5. **Notice to Proceed**. Professional is hereby authorized to immediately commence performance of its services in accordance with the Master Agreement, this RWO.

EXECUTED ON THIS, THE _____ DAY OF _____, 202__.

DISTRICT:
WIMBERLEY INDEPENDENT SCHOOL DISTRICT

DRAFT FOR EXHIBIT ONLY

By: _____
Dr. Greg Bonewald, Superintendent of Schools

PROFESSIONAL: TERRACON CONSULTANTS, INC.

DRAFT FOR EXHIBIT ONLY

By:_____
_____
James Bierschwale
Federal Tax ID #42-1249917

6000 Northwest Pkwy Ste 100
San Antonio, Texas 78249
P (210) 641 2112
Terracon.com

August 15, 2025

Wimberley ISD
951 FM 2325
Wimberley, TX 78676

Attn: Mr. Michael Doyle
P: (512) 847-2414
E: michael.doyle@wimberleyisd.net

RE: Proposal for Geotechnical Engineering Services
Wimberley ISD High School and Danforth Junior High School Improvements
100 Carney Lane
Wimberley, Texas
Terracon Proposal No.: P90255257

Dear Mr. Doyle,

We appreciate the opportunity to submit this proposal to Wimberley ISD to provide Geotechnical Engineering services for the above-mentioned project. We have been notified that we have been chosen to provide these services for these publicly funded projects. Therefore, by providing cost information we are in compliance with the Texas Professional Services Procurement Act. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plans

Our fee to perform the scope of services described in this proposal is in Exhibit C. Exhibit C also includes a general breakdown of our anticipated schedule. Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services. We appreciate the opportunity to submit this proposal.

Sincerely,
Terracon Consultant, Inc.
(Firm Registration No. F3272)

Carlos Cotilla
Senior Staff Engineer

Arin Barkataki, P.E.
Principal

Reference Number: P90255257

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Wimberley ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Wimberley ISD High School and Danforth Junior High School Improvements project ("Project"), as described in Consultant's Proposal dated 08/15/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single

limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
12. **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 Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant 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 Services.
13. **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. Consultant 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 shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**Wimberley ISD**
By:	 Date: **8/15/2025**	By:	Date:
Name/Title:	**Arin Barkataki / Department Manager III**	Name/Title:	
Address:	**6000 Northwest Pkwy Ste 100**	Address:	**951 FM 2325**
	San Antonio, TX 78249-3346		**Wimberley, TX 78676**
Phone:	**(210) 641-2112** Fax: **(210) 641-2124**	Phone:	Fax:
Email:	**Arin.Barkataki@terracon.com**	Email:	

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	We have been provided the geotechnical criteria, site plan, and boring locations by Mr. Ryan Rosborough via an email dated August 8, 2025.
Proposed Structures	**Danforth Junior High School**: ■ A new single-story, stand-alone auditorium with 600 seats and a full-fly loft. It is expected that the ground floor slab will be sloped or tiered for the seating, but no orchestra pit is anticipated. The roof structure is expected to be framed with metal roof deck over long-span open-web steel joists, spanning to structural steel beams and columns. The exterior veneer is expected to be masonry, and masonry will likely be used in interior partitions as well. ■ A new single-story addition on the north face of the existing high school to house a new gym entrance, weight room, concessions, a remote administration office and band hall. ■ Replacement of grandstands at Texans Stadium. The grandstands are expected to be delegated design, of steel and aluminum construction, similar to those currently used at the stadium. ■ A new covered practice facility. The facility will include an artificial-turf field that is covered with a pre-engineered metal building. The facility will have foundations at the building columns, but no floor slab. It is not yet known whether the facility will be enclosed or not. ■ A foundation for a new rainwater collection tank. **Wimberley High School:** ■ One or two new single-story additions to the northeast corner of the existing high school to house a new gym entrance, a gym pre-function space, restrooms and weight room.

Item	Description
	■ A new single-story addition to the west face of the existing high school for band. ■ A new marching pad west of the existing high school property. Retaining walls may be required to modify the existing grades. ■ A foundation for a new rainwater collection tank. ■ A new covered walkway connecting the existing high school building to the existing CTE facility. **Baseball and Softball Complex:** ■ A new single-story building housing changing and locker rooms.
Building Construction	We anticipate the building additions will be supported by deep foundation systems. Rainwater collection tanks may be supported on shallow foundations. Other ancillary structures may be supported on shallow foundations.
Structural Loads (Provided by Structural Engineer)	Foundation support for column gravity loads of 10 to 450 kips, of which 50 percent will be sustained load. Foundation support for bearing wall loads of 1 to 12 kips per foot of length, of which 75 percent will be permanent dead load.
Building Code	IBC 2021
Pavements	Asphalt and concrete pavements will be considered for this project.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The projects are located within Wimberley High School, Danforth Junior High School, and Wimberley ISD Baseball Complex in Wimberley, Texas.
Existing Improvements	Existing school buildings and athletic fields.
Site Access	We anticipate the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.
Anticipated Lithology	Based on geologic formation (Glen Rose Limestone) and our experience in the vicinity of the project site, we anticipate the site consists of surficial clay layer underlain by limestone with interbedded layers of clay.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on the boring request, and the proposed development, the following field exploration is planned.

Danforth Junior High School:

Number of Borings	Planned Boring Depths (feet)	Planned Location [1]
4 (B-1 thru B-4)	25	Proposed Auditorium and Gym Entry
1 (B-5)	25	Grandstands area
4 (B-6 through B-9)	20	Pre-engineered metal building for covered practice field.
1 (B-10)	20	Proposed Rainwater collection tank[3]
5 (P-1 through P-5)	5	New Pavement Areas
4 (SW-1 through SW-4)	10	Stormwater control locations

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.
2. The tank location has not been identified yet.

Wimberley High School:

Number of Borings	Planned Boring Depths (feet)	Planned Location [1]
3 (SB-1 thru SB-3)	25	Single Story Gym Additions
1 (SB-4)	25	Single Story Band building Additions
2 (RW-1 and RW-2)	15	Band Practice Field/Retaining Walls (marching pad)
1 (SB-5)	20	Proposed Rainwater collection tank[2]

Number of Borings	Planned Boring Depths (feet)	Planned Location [1]

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.
2. The tank location has not been identified yet.

Baseball and Softball Complex:

Number of Borings	Planned Boring Depths (feet)	Planned Location [1]
1 (TB-1)	20	Locker Room Building
1 (TB-2)	5	Bus Parking

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. Field measurements from existing site features may be utilized. Approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance borings with a truck-mounted drill rig using continuous flight augers. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). We will use air rotary drilling when rock is encountered. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings. Excess auger cuttings will be dispersed in the general vicinity of the borehole or hauled off from the site. Pavements will be patched with asphalt or concrete as needed. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Texas 811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. As the site is developed, a line item for private utility locate service is provided under the compensation section.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis
- Sulfate tests

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring location plan.
- Encountered soil conditions.
- Computer generated boring logs with field and laboratory data.
- Groundwater levels observed during and after completion drilling.
- Subsurface exploration procedures.
- Estimated Potential Vertical Rise (PVR).
- Pad preparation for building floor slabs. A PVR of ¾ inch will be considered.
- General earthwork and subgrade preparation recommendations for the site including fill and compaction requirements.
- Design parameters and values for foundation design for shallow and deep foundations.
- Utility backfill recommendations
- Provide discussion on possible effect of large trees on foundation over expansive soils
- L-Pile design parameters.
- Estimated settlement of foundations.
- Seismic Site Classification as defined by IBC 2021.
- Lateral Earth Pressures for retaining walls
- Pavement recommendations for concrete and asphalt.

In addition to an emailed report, your project will also be delivered using our client portal, **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access

to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of **Compass**. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our fee is shown in the following table:

Task - Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	Lump Sum Fee[1]
Danforth Jr. High School[2]	$18,750
Wimberley High School	$9,800
Wimberley ISD Baseball Complex	$4,900
Private Utility Locate for all three sites	$4,000

1. Proposed fees noted above are effective for 60 days from the date of the proposal.
2. We understand the boring for the grandstands (B-5) needs to be priced separate, the fee is $2,200 including mobilization, fieldwork, and laboratory testing.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule [1, 2]
Kickoff Call with Client	3 days after notice to proceed
Field Exploration	7 days after utility clearance
Laboratory Testing	10 days after completion of field exploration
Geotechnical Engineering	7 days after completion of laboratory testing

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

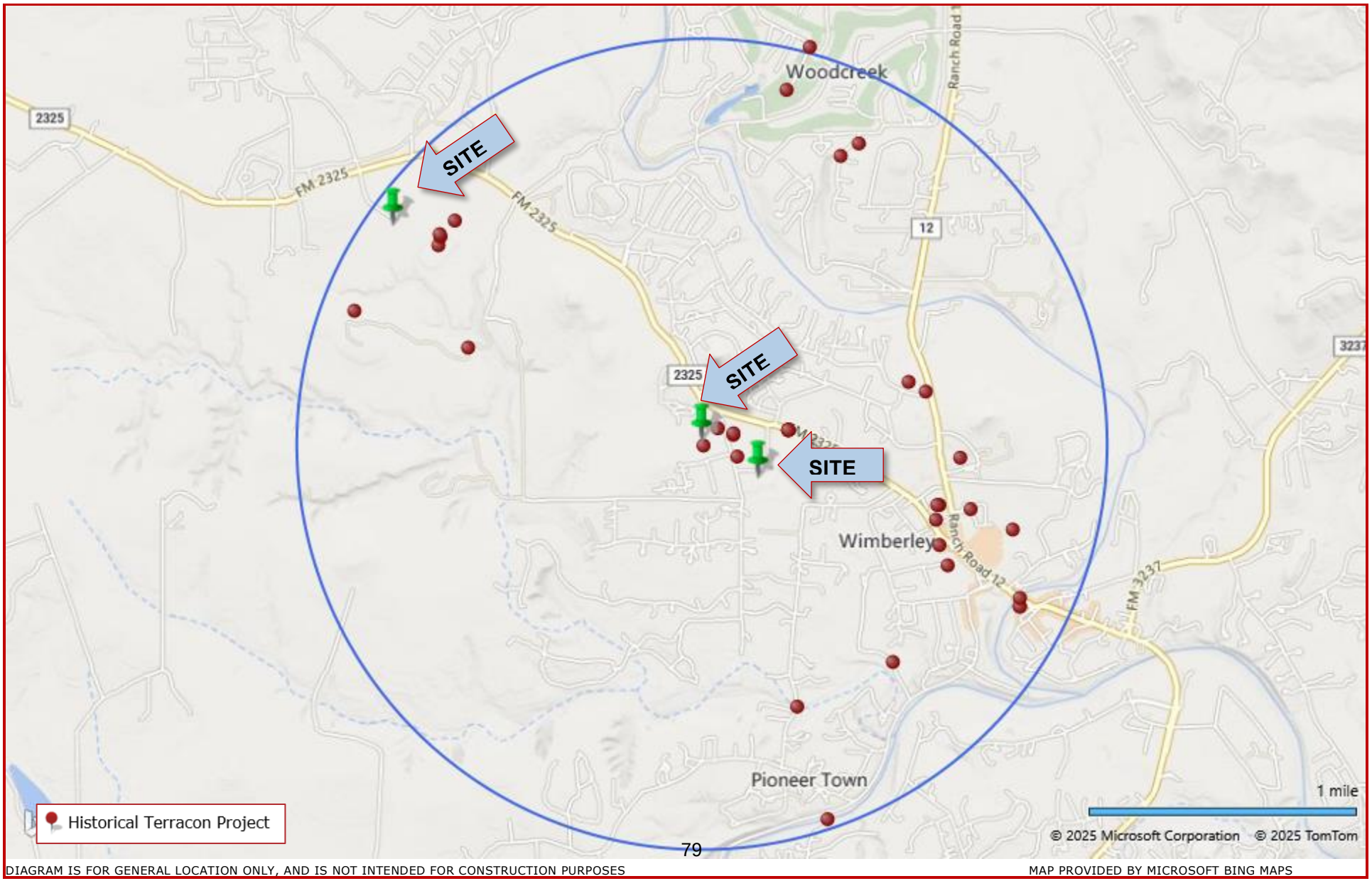


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Danforth Jr. High School - Anticipated Exploration Plan

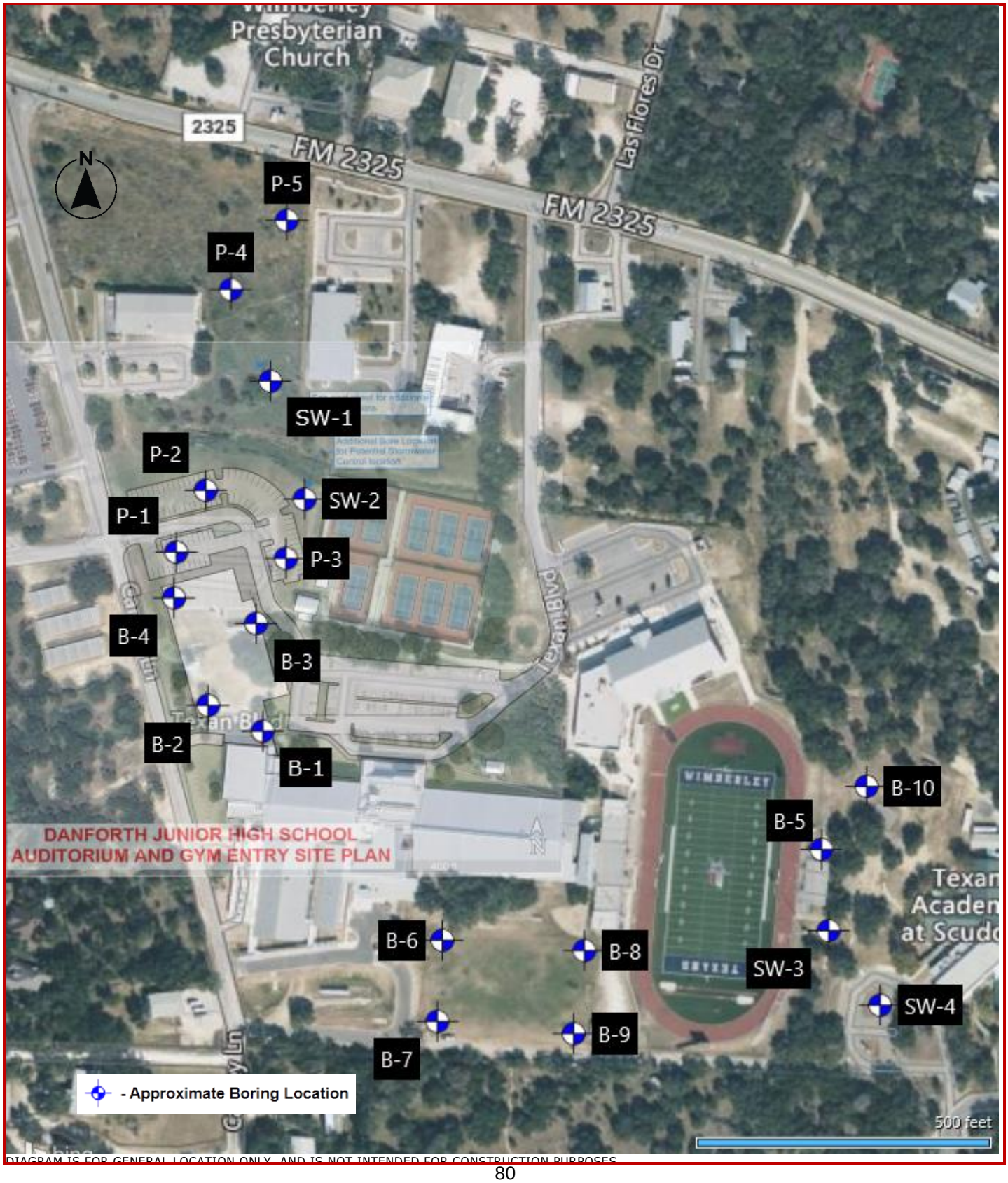


Exhibit E – Wimberley High School - Anticipated Exploration Plan

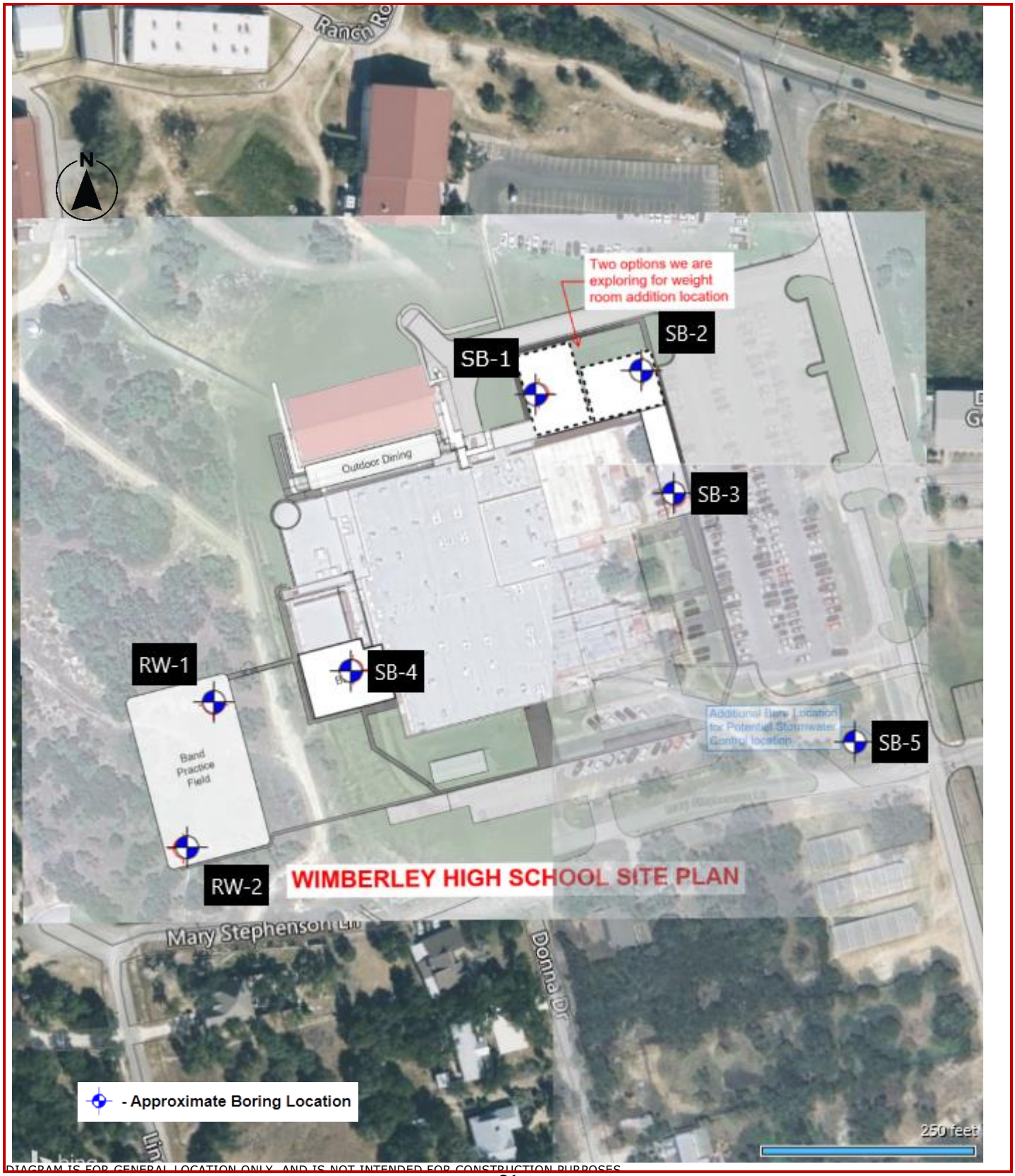


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Exhibit E – Wimberley ISD Baseball Complex - Anticipated Exploration Plan



DIAGRAM IS FOR GENERAL LOCATION ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: Consider the approval of purchasing technology equipment/devices as part of the 2025 Bond Program.

Date: August 25, 2025

Presented by: Mike Doyle

Action

BACKGROUND INFORMATION

As part of the 2025 Bond program, Wimberley ISD has allocated funding for the purchase of technology devices and equipment. Approval of this item will allow WISD to move forward in purchasing teacher devices, student devices and a district server. In accordance with Board Policy CH (Local), the Board delegates to the Superintendent the authority to make budgeted purchases of goods or services. However, any individual budgeted purchase of $50,000 or more—regardless of whether it is made through a competitive process—requires prior Board approval.

Quotes were received from the identified vendors, utilizing pricing through the Texas Department of Information Resources (DIR) contract. WISD ensures compliance with procurement regulations by purchasing through DIR-approved contracts.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the District proceed with the purchase of student devices as presented. The quote is included for the Board's review.

BOARD ACTION REQUIRED

"I move to approve the purchase as presented."

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Aug. 28, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Dell Pro Max 14**	Sales Rep	Damien Estevez
Quote No.	**3000192768986.6**	Phone	1(800) 4563355, 6177618
Total	**$120,000.00**	Email	Damien.Estevez@dell.com
Customer #	2771513	**Billing To**	ACCTS PAYABLE
Quoted On	Jul. 29, 2025		WIMBERLEY I S D
Expires by	Aug. 28, 2025		951 FM 2325
Contract Name	State of Texas Department of Information Resources (TX DIR)		WIMBERLEY, TX 78676-3422
Contract Code	C000001269299		
Customer Agreement #	DIR-CPO-5792		
Deal ID	29601657		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Damien Estevez

Shipping Group

Shipping To

OWEN DORMAN
WIMBERLEY I S D
DANFORTH H S
P O BAX 1808
WIMBERLEY, TX 78676
(512) 847-8724

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro Max 14 (MC14250) XCTO Base	**$1,200.00**	**100**	**$120,000.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$120,000.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$120,000.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$120,000.00**

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



Shipping Group Details

Shipping To

OWEN DORMAN
WIMBERLEY I S D
DANFORTH H S
P O BAX 1808
WIMBERLEY, TX 78676
(512) 847-8724

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro Max 14 (MC14250) XCTO Base	**$1,200.00**	**100**	**$120,000.00**

Estimated delivery if purchased today:
Aug. 22, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Max 14 (MC14250) XCTO Base	210-BPVP	-	100	-
Intel(R) Core(TM) Ultra 5 235H, vPro(R) Enterprise (18MB, 14 cores, 14 threads, up to 5.00 GHz Turbo, 28W)	379-BGFW	-	100	-
Windows 11 Pro	619-BBQD	-	100	-
32GB: 1x32GB, DDR5, 7500 MT/s, LPCAMM, Dual Channel, non-ECC	370-BCYF	-	100	-
Intel(R) Core(TM) Ultra 5 235H Processor with vPro and Intel Integrated Graphics	329-BKTN	-	100	-
Intel(R) Arc(TM)/Arc(TM) Pro GPU	490-BKWR	-	100	-
Intel vPro Technology Disabled	631-BCDH	-	100	-
512GB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35	400-BTHG	-	100	-
14" QHD+ LCD with 300 nits, Non-touch, 8MP IR Camera, Microphone, WLAN	391-BJWR	-	100	-
8MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBLR	-	100	-
English US backlit Copilot key keyboard, 79-key	583-BMLQ	-	100	-
Intel BE201 WLAN Driver	555-BMBQ	-	100	-
Intel Wi-Fi 7 BE201, Bluetooth 5.4 wireless card	555-BLYC	-	100	-
4 cell, 72Whr, ExpressCharge(TM) Capable, standard battery	451-BDLR	-	100	-
130W AC adapter, USB Type C	492-BFDP	-	100	-
Palmrest, FPR+CV3	346-BLRL	-	100	-
E5 Power Cord 1M for US	537-BBDK	-	100	-
Quick Setup Guide for Dell Pro Max 14	340-DTSY	-	100	-
Documentation	340-DNBV	-	100	-
ENERGY STAR Qualified	387-BBLW	-	100	-
Packaging for Discrete/UMA graphic card + 130W adapter	340-DWDV	-	100	-
Intel Core Ultra 5 Processor Label	389-FGFR	-	100	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	100	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	100	-
Intel(R) Rapid Storage Technology Driver	409-BCYX	-	100	-
Custom Configuration	817-BBBB	-	100	-

Dell Pro Max 14 Bottom Door	321-BLSS	-	100	-
Dell Limited Hardware Warranty Plus Service	715-3999	-	100	-
Onsite/In-Home Service After Remote Diagnosis 5 Years	715-4129	-	100	-
Accidental Damage Service, 5 Year	715-4103	-	100	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	100	-
Dell Pro Max 14	658-BFVN	-	100	-

Subtotal:	**$120,000.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$120,000.00**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 10, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Elementary Chromebooks**	Sales Rep	Damien Estevez
Quote No.	**3000193110346.5**	Phone	1(800) 4563355, 6177618
Total	**$65,000.00**	Email	Damien.Estevez@dell.com
Customer #	2771513	**Billing To**	ACCTS PAYABLE
Quoted On	Aug. 11, 2025		WIMBERLEY I S D
Expires by	Sep. 10, 2025		951 FM 2325
Contract Name	State of Texas Department of Information Resources (TX DIR)		WIMBERLEY, TX 78676-3422
Contract Code	C000001269299		
Customer Agreement #	DIR-CPO-5792		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Damien Estevez

Shipping Group

Shipping To

OWEN DORMAN
WIMBERLEY I S D
DANFORTH H S
P O BAX 1808
WIMBERLEY, TX 78676
(512) 847-8724

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Chromebook 3120	**$260.00**	**250**	**$65,000.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$65,000.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$65,000.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$65,000.00**



Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

OWEN DORMAN
WIMBERLEY I S D
DANFORTH H S
P O BAX 1808
WIMBERLEY, TX 78676
(512) 847-8724

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Chromebook 3120 Estimated delivery if purchased today: Aug. 22, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792	**$260.00**	**250**	**$65,000.00**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3120	210-BLHG	-	250	-
Intel(R) Processor N100(6MB cache,4 cores,4 threads,up to 3.40 GHz Turbo,4.80W),4GB Memory,64GB EMMC, 2 USBC	338-CNJT	-	250	-
4GB 4800MT/s LPDDR5 Non-ECC	370-BCDT	-	250	-
64GB eMMC Hard Drive	400-BNIB	-	250	-
11.6", HD 1366x768, 60Hz, Non-Touch,Anti-Glare, Cam/Mic, WLAN	391-BHWR	-	250	-
Single Pointing Non Backlit, US English	583-BINI	-	250	-
Intel(R) Wi-Fi 6 AX203, 2x2, 802.11ax, MU-MIMO, Bluetooth(R) 5.1 wireless card	555-BLGB	-	250	-
3 Cell, 42Whr	451-BDGL	-	250	-
65W AC adapter, USB Type-C	492-BDTG	-	250	-
E4 Power Cord 1M for US	537-BBDO	-	250	-
Quickstart Guide	340-DMHK	-	250	-
LCD, Clamshell, Non-touch, TNR	320-BFPR	-	250	-
Google Zero Touch Enrollment	634-BYQH	-	250	-
Chrome Education Upgrade	634-BYQI	-	250	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	250	-
Fixed Hardware Configuration	998-HBQN	-	250	-
Laptop, TNR Camera, 2 USBC, NonTouch	389-FGWT	-	250	-
System Shipment, Chromebook 3120	340-DRTW	-	250	-
Intel Process N100/N200 CPU Label	389-EFSH	-	250	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	250	-
Bottom Door WLAN	321-BKQD	-	250	-
Standard Configuration Services-Chrome OS Bundle Enrollment,Report,Asset Tag, Liftgate Not Included	366-0469	-	250	-
Configuration Services No Logistics Required	381-5299	-	250	-
Palmrest for Clamshell	346-BKXJ	-	250	-
Dell Limited Hardware Warranty Initial Year	709-8890	-	250	-
Mail In Service after Remote Diagnosis, 1 Year	709-8891	-	250	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$65,000.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$65,000.00**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Aug. 07, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Chromebooks 2USBC (275)**
Quote No.	**3000192747887.1**
Total	**$64,999.00**
Customer #	2771513
Quoted On	Jul. 28, 2025
Expires by	Aug. 07, 2025
Contract Name	State of Texas Department of Information Resources (TX DIR)
Contract Code	C000001269299
Customer Agreement #	DIR-CPO-5792
Deal ID	29709377

Sales Rep	Damien Estevez
Phone	1(800) 4563355, 6177618
Email	Damien.Estevez@dell.com
Billing To	ACCTS PAYABLE WIMBERLEY I S D 951 FM 2325 WIMBERLEY, TX 78676-3422

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Damien Estevez

Shipping Group

Shipping To

OWEN DORMAN
WIMBERLEY I S D
DANFORTH H S
P O BAX 1808
WIMBERLEY, TX 78676
(512) 847-8724

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Chromebook 3120	**$236.36**	**275**	**$64,999.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$64,999.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$64,999.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$64,999.00**



Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

OWEN DORMAN
WIMBERLEY I S D
DANFORTH H S
P O BAX 1808
WIMBERLEY, TX 78676
(512) 847-8724

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Chromebook 3120	**$236.36**	**275**	**$64,999.00**

Estimated delivery if purchased today:
Aug. 08, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3120	210-BLHG	-	275	-
Intel(R) Processor N100(6MB cache,4 cores,4 threads,up to 3.40 GHz Turbo,4.80W),4GB Memory,64GB EMMC, 2 USBC	338-CNJT	-	275	-
4GB 4800MT/s LPDDR5 Non-ECC	370-BCDT	-	275	-
64GB eMMC Hard Drive	400-BNIB	-	275	-
11.6", HD 1366x768, 60Hz, Non-Touch,Anti-Glare, Cam/Mic, WLAN	391-BHWR	-	275	-
Single Pointing Non Backlit, US English	583-BINI	-	275	-
Intel(R) Wi-Fi 6 AX203, 2x2, 802.11ax, MU-MIMO, Bluetooth(R) 5.1 wireless card	555-BLGB	-	275	-
3 Cell, 42Whr	451-BDGL	-	275	-
65W AC adapter, USB Type-C	492-BDTG	-	275	-
E4 Power Cord 1M for US	537-BBDO	-	275	-
Quickstart Guide	340-DMHK	-	275	-
LCD, Clamshell, Non-touch, TNR	320-BFPR	-	275	-
Google Zero Touch Enrollment	634-BYQH	-	275	-
Chrome Education Upgrade	634-BYQI	-	275	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	275	-
Fixed Hardware Configuration	998-HBQN	-	275	-
Laptop, TNR Camera, 2 USBC, NonTouch	389-FGWT	-	275	-
System Shipment, Chromebook 3120	340-DRTW	-	275	-
Intel Process N100/N200 CPU Label	389-EFSH	-	275	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	275	-
Bottom Door WLAN	321-BKQD	-	275	-
Standard Configuration Services-Chrome OS Bundle Enrollment,Report,Asset Tag, Liftgate Not Included	366-0469	-	275	-
Configuration Services No Logistics Required	381-5299	-	275	-
Palmrest for Clamshell	346-BKXJ	-	275	-
Dell Limited Hardware Warranty Initial Year	709-8890	-	275	-
Mail In Service after Remote Diagnosis, 1 Year	709-8891	-	275	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$64,999.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$64,999.00**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-5688
	DIR-CPO-5687
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

Wimberley ISD
Jordan Wenk
14401 Ranch Rd 12
Wimberley, TX 78676
(512) 565-0073
jordan.wenk@wimberleyisd.net

Quote Number: 1540070
Quote Date: 8/11/2025
Expiration Date: 9/3/2025

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact:	Amber Samonek
(224) 772-4521	Amber@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Nutanix + HYCU				
Hardware/Subscription				
3	NX-1175S-G9-5415+-CM	NX-1175S-G9, 1 Node; 1x Intel Xeon-Gold 5415+ processor (2.9 GHz/ 8-core/ 150W, Sapphire Rapids) per node	$8,222.59	$24,667.77
12	C-MEM-64GB-5600-CM	64GB Memory Module (5600MHZ DDR5 RDM)	$0.00	$0.00
6	C-NVM-3.84TB-B-CM	3.84 TB NVMe SSD	$0.00	$0.00
3	C-SSD-NONE-CM	No SSD as part of the system configuration	$0.00	$0.00
3	C-NIC-10G2D1BT-CM	SMC 10GbE, 2-port, Base-T NIC (BCM57416)	$0.00	$0.00
6	C-PWR-4FC13C14A-CM	C13/C14, 10A, 4ft Power cord	$0.00	$0.00
3	C-TPM-2.0-U-CM	TPM 2.0 Module Unprovisioned	$68.86	$206.58
17	SW-NCI-E-STR-PR	Subscription, Nutanix Cloud Infrastructure (NCI) Starter Software License for Edge sites & Production Software Support Service for 1 VM **Subscription Period Duration:** 60 Months	$1,206.26	$20,506.42
45	HYCPCOMPFLXINST1Y	HYCU Backup & Recovery w/ Multicloud DR, 1 Instance, 1 Yr QTY 15, Duration 3 Years **Subscription Period Duration:** 36 Months	$267.84	$12,052.80
Support				
3	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance **Support Period Duration:** 60 Months	$1,040.54	$3,121.62
Services				
1	FDS-SMTSRT	Freeit Smart Start Installation	$7,650.00	$7,650.00

List Total:	$96,135.07
DIR Discounted Total:	$87,943.85
Shipping and Tax not applicable:	$0.00
Additional Discount:	($19,738.66)
Grand Total:	$68,205.19

Nutanix Subtotal:	$48,502.39
HYCU Subtotal:	$12,052.80
Services Subtotal:	$7,650.00

Customer Signature of Acceptance **Date** **PO#**

By signature or issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-5688 and https://dir.texas.gov/contracts/DIR-CPO-5687 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Wimberley ISD

Excellence. Innovation. Service.

Monthly Financial Report

Reported on August 25, 2025

Financial Data through July 31, 2025

Wimberley ISD
Excellence. Innovation. Service.

Combined Balance Sheet Highlights

Total Cash & Investment Balances for all Governmental & Proprietary Funds	$29,965,306
Total Cash & Investments - General Fund	$12,943,922
Total Cash & Investments - Debt Service	$15,181,125
Unaudited Ending General Fund Balance	$11,221,510

Current position of the unaudited ending General Fund Balance is equivalent to 4.77 operating months

Wimberley ISD
Excellence. Innovation. Service.

State of Revenues, Expenditures – General Fund

Revenue	$29,412,398	96% of the budget revenue
Activity	$25,535,199	81% of the overall revised budget expenditures

Wimberley ISD
Excellence. Innovation. Service.

State of Revenues, Expenditures – Child Nutrition

Revenue	$1,006,878	90% of budgeted revenue
Activity	$1,114,447	88% of budgeted expenditures

Wimberley ISD
Excellence. Innovation. Service.

State of Revenues, Expenditures – Debt Service

Revenue	$27,541,918	256% of budgeted revenue
Activity	$18,660,596	214% of budgeted expenditures

Wimberley ISD
Excellence. Innovation. Service.

State of Revenues, Expenditures – Special Revenue

Revenue	$2,242,583
Activity	$2,225,405

Wimberley ISD
Excellence. Innovation. Service.

State of Revenues, Expenditures – Enterprise Funds

	Blue Hole After School Program	Jacob's Well After School Program	Blue Hole PK Program
Revenue	$151,079	$87,745	$544,864
Activity	$122,114	$55,378	$529,072

Total net profit through the month - $77,123

Wimberley ISD
Excellence. Innovation. Service.

Current Tax Collections

- Total Current Month Tax Collections:
  - $265,549

- Total Fiscal Year to Date Tax Collection:
  - $35,064,964
  - 99% of Levy
  - Previous year comparison
    - 99%

- Total Budgeted Tax Revenue
  - $35,321,665.65
  - Percent of Budget Collected - 99%
  - Previous year comparison
    - 99%

Wimberley Independent School District
Combined Balance Sheet
for the Month Ending July 31, 2025
(Un-Audited)

		General Fund	Child Nutrition Fund	Debt Service Fund	Special Revenue Funds	Enterprise Funds	Total
	Assets:						
11XX	Cash and Cash Equivalents	$ (560,504.91)	$ 304,105.74	$ 8,555.22	$ 40,215.59	$ 859,482.00	$ 651,853.64
	Current Investments	13,504,426.47		15,172,569.57	636,256.14	200.00	29,313,452.18
	Total Cash and Investments	**$ 12,943,921.56**	**$ 304,105.74**	**$ 15,181,124.79**	**$ 676,471.73**	**$ 859,682.00**	**$ 29,965,305.82**
12XX	Property Taxes - Delinquent	1,245,581.00	-	376,299.00	-	-	1,621,880.00
	Allowance for Uncollectible Taxes	(124,559.00)	-	(37,631.00)	-	-	(162,190.00)
	Accrued Interest	0.04	-	817.59	-	-	817.63
	Due from State Agencies	3,401.45	-		176,455.61	-	179,857.06
	Due from other Governments	19,170.66	-	8,164.67	-	-	27,335.33
	Due from Other Funds	18,839.12	-	-	490.00		19,329.12
	Other Receivables	16,909.46	84,958.36	-	2,821.86	-	104,689.68
	Total Receivables	**$ 1,179,342.73**	**$ 84,958.36**	**$ 347,650.26**	**$ 179,767.47**	**$ -**	**$ 1,791,718.82**
13XX	Inventories	16,505.40	20,909.53	-	-	-	37,414.93
	Prepaid Items	199.00	-	-	-	-	199.00
	Other Current Assets	**$ 16,704.40**	**$ 20,909.53**	**$ -**	**$ -**	**$ -**	**$ 37,613.93**
	Total Current Assets	**$ 14,139,968.69**	**$ 409,973.63**	**$ 15,528,775.05**	**$ 856,239.20**	**$ 859,682.00**	**$ 31,794,638.57**
215X	Accounts Payable	$ 850.01	-	-	-	-	$ 850.01
	Other Liabilities	-	-	-		-	-
	Payroll Deductions and Withholdings	135,144.04	-	-	-	-	135,144.04
216X	Accrued Wages Payable	1,358,260.86	26,610.39	-	-	-	1,384,871.25
	Due to Debt Service	-	-	-	-	-	-
	Due to State Agencies	152,545.00	-	2,883.00	-	-	155,428.00
	Due to other Governments	4,801.27	-	2,541.67	17,890.52	-	25,233.46
22XX	Accrued Expenses	53,892.18	1,992.61	-	-	0.21	55,885.00
23XX	Deferred Revenues	91,942.92	-	-	412.72	38,363.30	130,718.94
	Deferred Inflows	1,121,022.00	(33.10)	338,668.00	-	-	1,459,656.90
	Total Liabilities	**$ 2,918,458.28**	**$ 28,569.90**	**$ 344,092.67**	**$ 18,303.24**	**$ 38,363.51**	**$ 3,347,787.60**
	Fund Balance/Equity						
	Reserved/Designated Fund Balance	**9,616.57**	**151,789.51**	**3,448,613.06**	**-**	-	**3,610,019.14**
3601	Reserved for Current Year						
3602	Expenditures/Expenses	-	-	$ -	-	-	-
3600	Unreserved Fund Balance/Fund Equity	$ 11,211,893.84	229,614.22	11,736,069.32	837,935.96	821,318.49	24,836,831.83
	Total Fund Balance/Equity	**$ 11,221,510.41**	**$ 381,403.73**	**$ 15,184,682.38**	**$ 837,935.96**	**$ 821,318.49**	**$ 28,446,850.97**
	Total Liabilities and Fund Equity	**$ 14,139,968.69**	**$ 409,973.63**	**$ 15,528,775.05**	**$ 856,239.20**	**$ 859,682.00**	**$ 31,794,638.57**

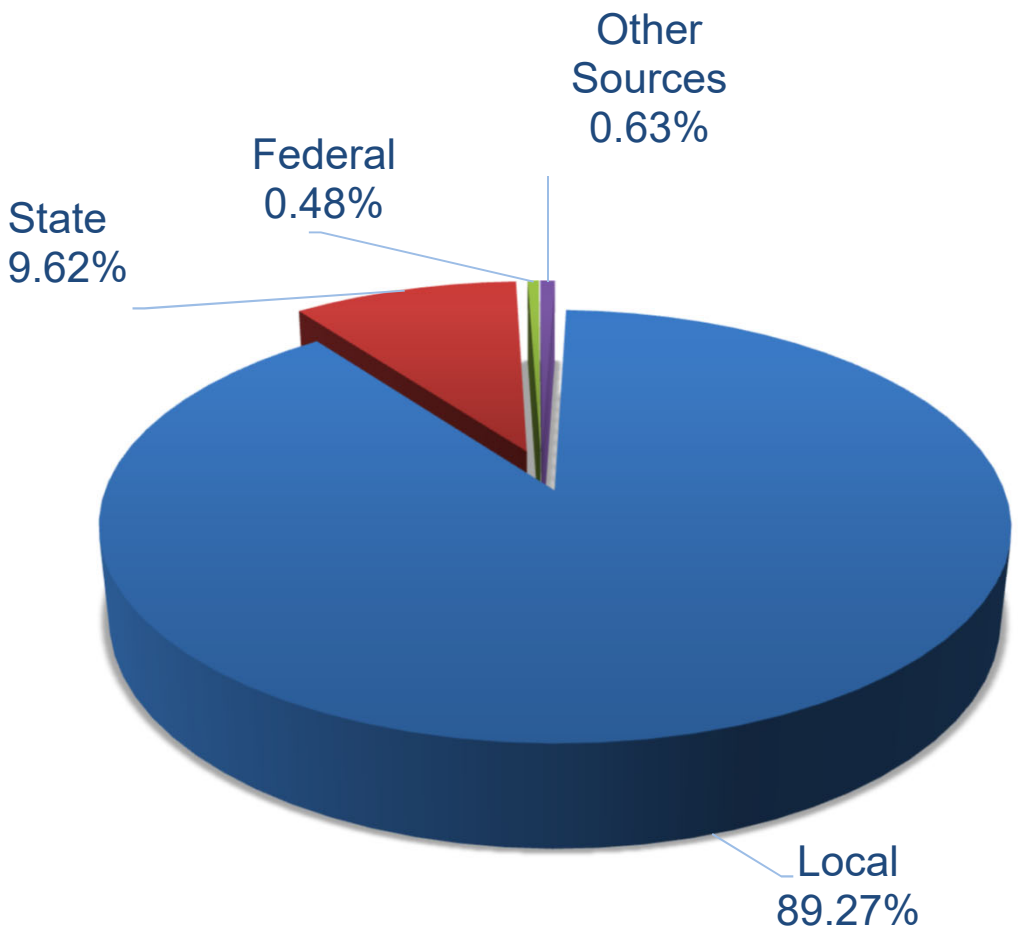
Wimberley Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance
for the Month Ending July 31, 2025
(Un-Audited)

	GENERAL FUND					
	Prior Year Actual Revenues/ Expenditures	Original Budget	Revised Budget	Encumbrances	Current Year Actual Revenues/ Expenditures	Unrealized/ Unexpended Budget	Percentage Y-T-D
Revenues:							
Local	$ 24,997,032.69	$ 26,367,627	$ 26,404,421	$ -	$ 26,257,640.96	-146,780.04	99.44%
State	$ 2,939,880.94	3,981,764	3,981,764	$ -	$ 2,829,911.38	-1,151,852.62	71.07%
Federal	$ 73,895.38	75,000	75,000	$ -	$ 140,683.12	65,683.12	187.58%
Other Sources	$ 91,878.00	91,878	91,878	$ -	$ 184,162.29	92,284.29	200.44%
Total Revenues	$ 28,102,687.01	$ 30,516,269	$ 30,553,063	$ -	$ 29,412,397.75	-1,140,665.25	96.27%
11-Instruction	$ 12,645,773.47	15,237,323	15,345,252	52,694.24	13,984,280.32	1,308,277.44	91.13%
12-Library	$ 213,998.44	254,980	254,980	272.46	222,390.46	32,317.08	87.22%
13-Prof Dev	$ 105,717.38	191,325	225,962	13,310.00	139,906.13	72,745.87	61.92%
21-Instruct Admin	$ 462,573.53	543,863	511,792	441.36	446,932.67	64,418.32	87.33%
23-Campus Admin	$ 1,082,724.69	1,323,230	1,323,213	1,848.42	1,230,650.19	90,714.39	93.00%
31-Counselors	$ 879,822.43	1,216,713	1,148,345	228.40	1,097,358.64	50,757.96	95.56%
33-Health Services	$ 188,789.48	305,718	305,718	0.00	238,880.08	66,837.92	78.14%
34-Transportation	$ 839,234.13	1,051,112	1,077,896	12,693.02	931,372.51	133,830.47	86.41%
36-Co-Curricular	$ 1,207,991.71	1,387,800	1,387,509	15,257.70	1,306,196.07	66,055.23	94.14%
41-Gen Admin	$ 1,120,985.76	1,494,517	1,473,977	5,972.62	1,392,043.70	75,960.33	94.44%
51-Maintenance	$ 2,935,853.79	3,710,157	3,703,735	73,240.94	3,271,024.93	359,469.13	88.32%
52-Security	$ 623,527.30	652,259	654,244	154.82	295,434.44	358,654.74	45.16%
53-Data Services	$ 370,707.61	464,677	457,845	578,532.82	651,430.85	(772,118.67)	142.28%
81-Facilities Acquisition/Constr.	$ -	-	-	-	$ -	-	NA
91-Purchase of WADA-Chp 49	$ -	3,466,927	3,466,927	-	$ 22,497.00	3,444,430.00	0.65%
99-Other Intergovernmental charge	$ 281,510.36	321,400	321,400	-	$ 304,801.47	16,598.53	94.84%
00-Other Uses	$ -	21,000	21,000	-	$ -	21,000.00	0.00%
Total Expenditures and Other Uses	$ 22,959,210.08	$ 31,643,001	$ 31,679,795	$ 754,646.80	$ 25,535,199.46	$ 5,389,948.74	80.60%
Excess of Revenues Over (Under) Expenditures and Other Uses	$ 5,143,476.93	$ (1,126,732)	$ (1,126,732)	(754,646.80)	$ 3,877,198.29		
Fund Balance as of September 1, 2024		$ 7,344,311	$ 7,344,311	(12,301.25)	$ 7,344,311.00		
Fund Balance Ending - Monthly Reporting Period		$ 6,217,579	$ 6,217,579	(766,948.05)	$ 11,221,509.29	$ (5,770,878.34)	

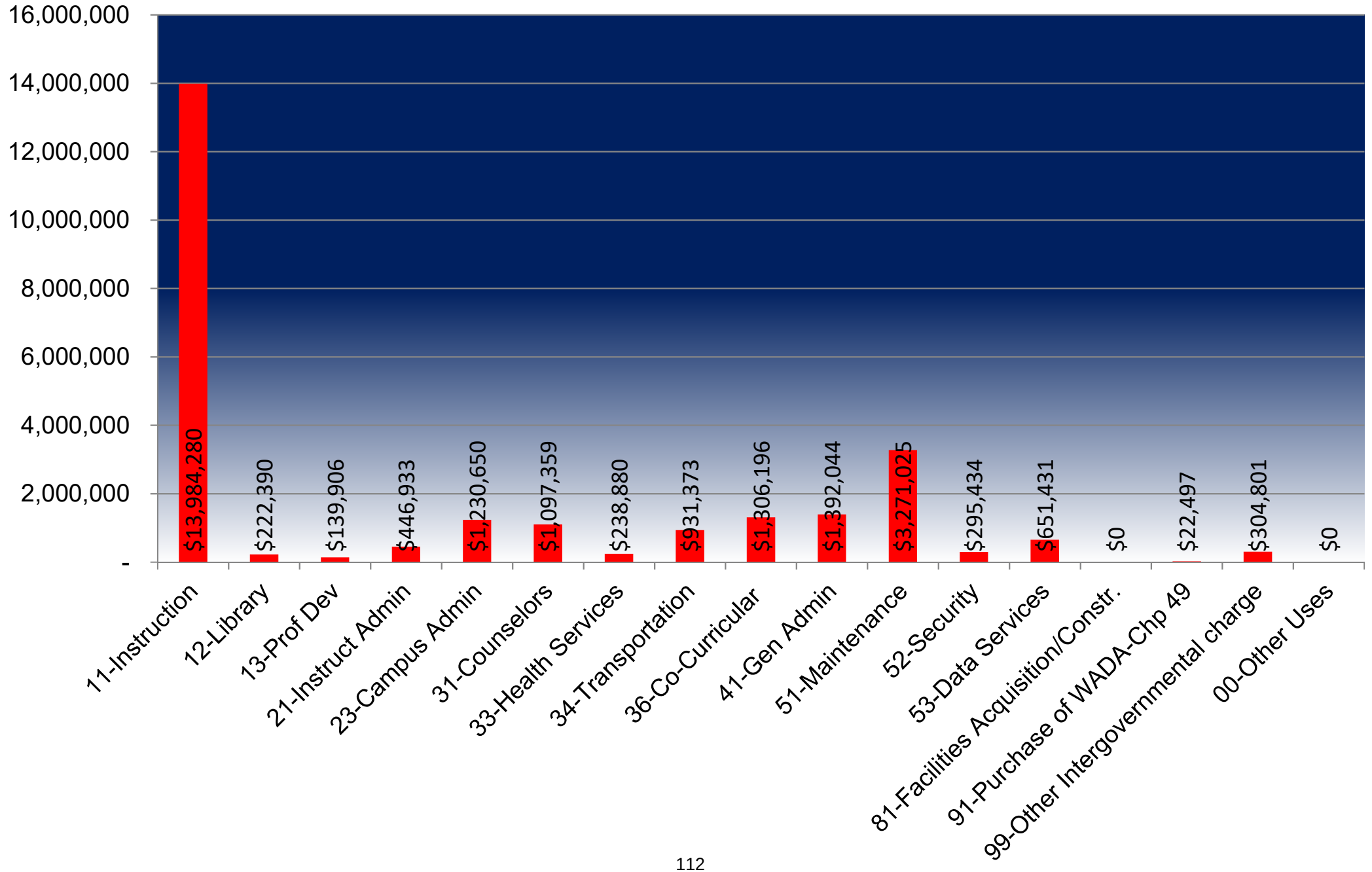
Wimberley Independent School District
Detail of Expenditures & Other Uses(Program) - General Fund
for the Month Ending July 31, 2025
(Un-Audited)

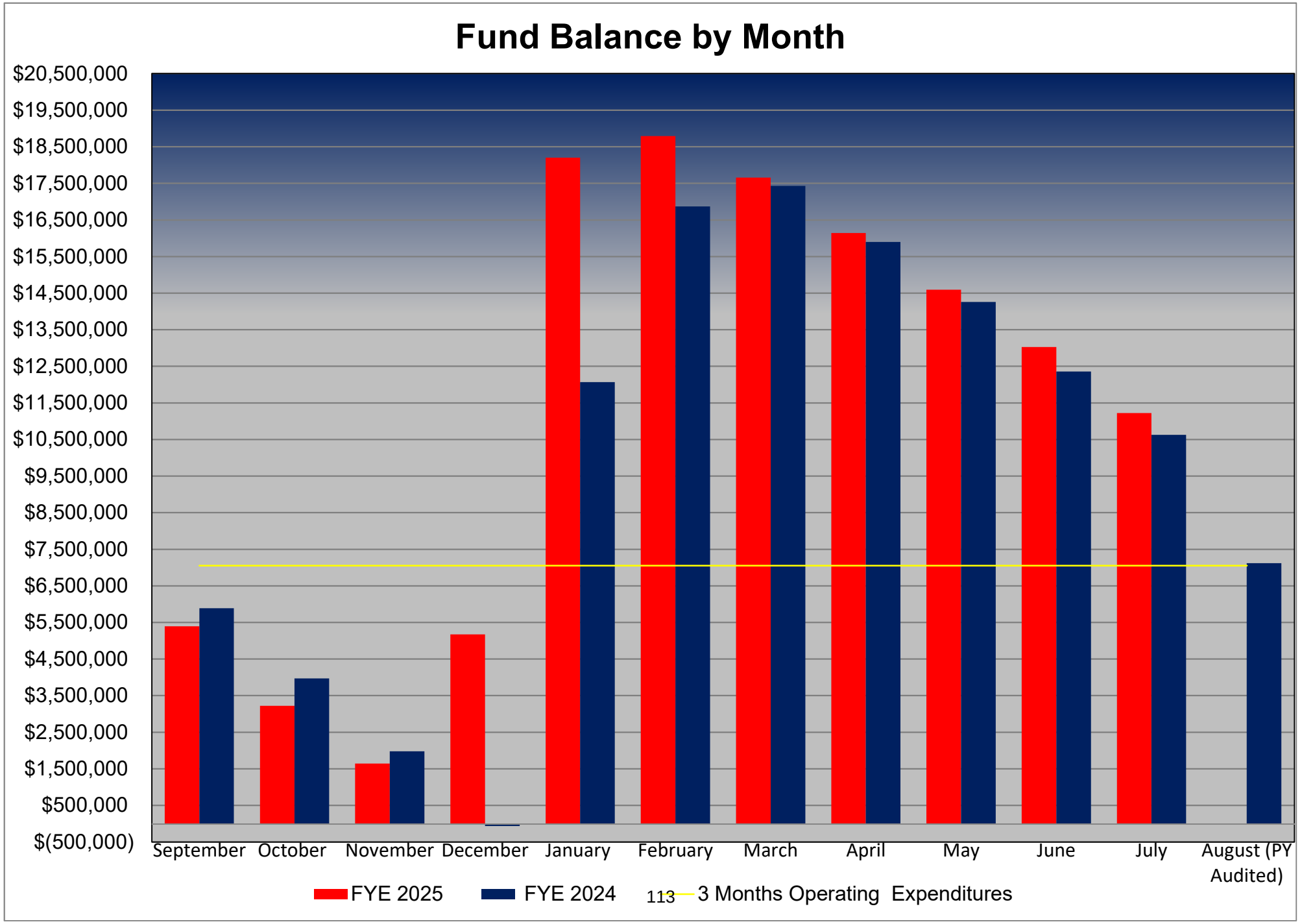
	GENERAL FUND						
	Prior Year Actual Revenues/ Expenditures	Original Budget	Revised Budget	Encumbrances	Current Year Actual Revenues/ Expenditures	Unrealized/ Unexpended Budget	Percentage Y-T-D
Expenditures and Other Uses by Program Code:							
11-Basic Educational Services	***9,202,897.69***	10,075,703	9,925,974	47,362.75	9,266,479.23	612,132.02	93.36%
21-Gifted and Talented	***179,496.60***	157,217	154,988	-	114,994.16	39,993.84	74.20%
22-Career and Technical	***819,096.01***	792,411	1,090,724	767.74	970,104.15	119,852.11	88.94%
23-Services to Students with Disabilities	***2,737,016.39***	3,219,947	3,207,822	5,321.36	2,874,897.83	327,602.81	89.62%
24-Accelerated Education	***559,654.26***	670,147	668,744	-	419,251.45	249,492.55	62.69%
25-Bilingual Education and Special Language	***226,936.32***	328,216	328,528	-	279,484.65	49,043.35	85.07%
28-Disciplinary Alternative Education (DAEP)	***101,308.72***	112,595	112,595	-	103,646.86	8,948.14	92.05%
33-Prekindergarten Special Education Services	***151,904.10***	138,987	152,151	2,108.75	134,809.15	15,233.10	88.60%
36-Early Education Allotment	***188,260.99***	209,394	209,394	-	168,858.92	40,535.08	80.64%
37-Dyslexia	***105,843.60***	104,318	104,109	-	99,687.12	4,421.88	95.75%
38-College, Career & Military Readiness	***187,050.64***	208,494	208,987	-	256,554.76	(47,567.76)	122.76%
43-Dyslexia - Special Education	***188,868.23***	244,789	244,967	-	235,052.60	9,914.40	95.95%
91-Athletics and Related Activities	***1,083,303.16***	1,187,561	1,183,946	14,110.48	1,106,151.96	63,683.56	93.43%
99-Undistributed	***9,306,588.73***	14,193,222	14,086,866	684,975.72	9,505,226.62	3,896,663.66	67.48%
Total Expenditures and Other Uses	***25,038,225.44***	**31,643,001**	**31,679,795**	**754,646.80**	**25,535,199.46**	**5,389,948.74**	80.60%

General Fund Revenues Collected Year to Date



General Fund Expenditures Year to Date




Fund Balance by Month
$20,500,000
$19,500,000
$18,500,000
$17,500,000
$16,500,000
$15,500,000
$14,500,000
$13,500,000
$12,500,000
$11,500,000
$10,500,000
$9,500,000
$8,500,000
$7,500,000
$6,500,000
$5,500,000
$4,500,000
$3,500,000
$2,500,000
$1,500,000
$500,000
$(500,000)
September
October
November
December
January
February
March
April
May
June
July
August (PY Audited)
FYE 2025
FYE 2024
3 Months Operating Expenditures

Wimberley Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance
for the Month Ending July 31, 2025
(Un-Audited)

CHILD NUTRITION FUND

	Prior Year Actual Revenues/ Expenditures	Original Budget	Revised Budget	Current Year Actual Revenues/ Expenditures	Unrealized/ Unexpended Budget	Percentage Y-T-D
Revenues and Other Resources:						
Local	*$ 578,498.54*	$ 582,775	$ 582,775	$ 590,825.45	$ (8,050.45)	101%
State	*4,694.63*	5,550	5,550	$ 4,603.59	946.41	83%
Federal	*545,258.46*	555,000	504,121	$ 411,448.74	92,672.26	82%
Other sources	*-*	21,000	21,000	$ -	21,000.00	0%
Total Revenues and Other Resources	***$ 1,128,451.63***	**$ 1,164,325**	**$ 1,113,446**	**$ 1,006,877.78**	**$ 106,568.22**	90%
Expenditures and Other Uses:						
35-6100 Payroll	*407,747.46*	517,021	517,021	$ 472,765.95	44,255.05	91%
35-6200 Professional and Contracted Services	*136.69*	220	7,820	$ 7,463.09	356.91	95%
35-6300 Supplies & Materials	*592,172.45*	572,084	642,411	$ 612,196.02	30,214.98	95%
52-6300 Supplies & Materials	*2,755.59*	3,000	1,525	$ 1,255.69	269.31	82%
35-6400 Food Service Other Operating Expenses	*11,803.11*	13,000	19,850	$ 17,052.66	2,797.34	86%
35-6600 Food Service Capital Expenses	*49,686.60*	105,000	80,569	$ 3,714.00	76,855.00	5%
Total Expenditures	***$ 1,064,301.90***	**$ 1,210,325**	**$ 1,269,196**	**$ 1,114,447.41**	**$ 154,748.59**	88%
Excess of Revenues and Other Resources Over (Under) Expenditures	***$ 64,149.73***	**$ (46,000)**	**$ (155,750)**	**$ (107,569.63)**		
Fund Balance as of September 1, 2024		**488,973**	**488,973**	**488,973.00**		
Fund Balance Ending - Monthly Reporting Period		**$ 442,973**	**$ 333,223**	**$ 381,403.37**	**$ 48,180.37**	

	Prior Year/Mo.	Current Year/Mo.	Increase/ (Decrease)	% Change	Prior Year/Mo.	Current Year/Day	Increase / (Decrease)	% Change
School Breakfast Program Meals Served: (Days)					***15***	***15***		
	NO SUMMER CLAIMS REPORT DURING JULY							
Free-Bkfst					-	-	-	NA
Reduced-Bkfst					-	-	-	N/A
Paid-Bkfst					-	-	-	NA
Total	**-**	**-**	**-**	**NA**	**-**	**-**	**-**	**NA**
School Lunch Program Meals Served:								
Free-Lunch					-	-	-	NA
Reduced-Lunch					-	-	-	N/A
Paid-Lunch					-	-	-	NA
Total	**-**	**-**	**-**	**NA**	**-**	**-**	**-**	**NA**
Grand Totals	**-**	**-**	**-**	**NA**	**-**	**-**	**-**	**NA**

	Prior Year/Mo.	Current Year/Mo.	Increase/(Decrease)	% Change
Number of Children approved for Free Meals				**NA**
Number of Children approved for Reduced Meals				**NA**
Total	**-**	**-**	**-**	**NA**

Wimberley Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance
for the Month Ending July 31, 2025
(Un-Audited)

DEBT SERVICE FUND

	Prior Year Actual Revenues/ Expenditures	Original Budget	Revised Budget	Current Year Actual Revenues/ Expenditures	Unrealized/ Unexpended Budget	Percentage Y-T-D
Revenues:						
Local Revenue						
Taxes, Current Year Levy	***9,038,193.18***	$ 9,685,800	$ 9,685,800	9,522,347.64	$ 163,452.36	98%
Taxes, Prior Year	***(3,864.33)***	45,000	45,000	69,406.64	(24,406.64)	154%
Penalties, Interest and Other Tax Revenues	***67,856.16***	45,000	45,000	94,098.94	$ (49,098.94)	209%
Earnings from Investments	***608,759.46***	450,000	450,000	514,483.83	(64,483.83)	114%
Miscellaneous Revenue	*-*	-	-	-	-	NA
Local Revenue	***$ 9,710,944.47***	**$ 10,225,800**	**$ 10,225,800**	**$ 10,200,337.05**	**$ 25,462.95**	**100%**
State Revenue						
Additional State Aid for Homestead Exemption	***$ 520,085.00***	$ -	$ 512,224	$ 514,917.00	(2,693.00)	101%
State Revenue	***$ 520,085.00***	**$ -**	**$ 512,224**	**$ 514,917.00**	**$ (2,693)**	**101%**
Other Sources						
Issuance of Bonds	***$ -***	$ -	$ -	$ 16,390,550.00	16,390,550.00	NA
Operating Transfer In	***$ -***	$ -	$ -		-	NA
Bond Premium/Discount	***$ -***	$ -	$ -	$ 436,113.85	436,113.85	NA
Other Source Revenue	***$ -***	**$ -**	**$ -**	**$ 16,826,663.85**	**$ 16,826,664**	**0%**
Total Revenue	***$ 10,231,029.47***	**$ 10,225,800.00**	**$ 10,738,024.00**	**$ 27,541,917.90**	**$ 16,849,433.80**	**256%**
Expenditures:						
71-6511 Bond Principal	*-*	1,335,000	1,335,000	-	1,335,000.00	0%
71-6511 Bond Principal - DFC	***7,431,687.51***	4,251,058	4,251,058	-	4,251,058.00	0%
71-6521 Interest on Bonds	***1,714,864.60***	3,107,942	3,107,942	1,553,970.86	1,553,971.14	50%
71-6599 Other Debt Service Fees	***13,150.00***	15,000	15,000	145,799.22	(130,799.22)	972%
71-89XX Other Uses Non-Op Exp.	*-*	-	-	16,960,825.56	(16,960,825.56)	N/A
Total Expenditures	***$ 9,159,702.11***	**$ 8,709,000**	**$ 8,709,000**	**$ 18,660,595.64**	**$ (9,951,595.64)**	214%
Excess of Revenues Over (Under) Expenditures	**$ 1,071,327.36**	**$ 1,516,800**	**$ 2,029,024**	**$ 8,881,322.26**		
Fund Balance as of September 1, 2024		**$ 6,303,361**	**$ 6,303,361**	**$ 6,303,361.00**		
Fund Balance Ending - Monthly Reporting Period		**$ 7,820,161**	**$ 8,332,385**	**$ 15,184,683.26**	**$ (6,852,298.26)**	

Wimberley Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance
for the Month Ending July 31, 2025
(Un-Audited)

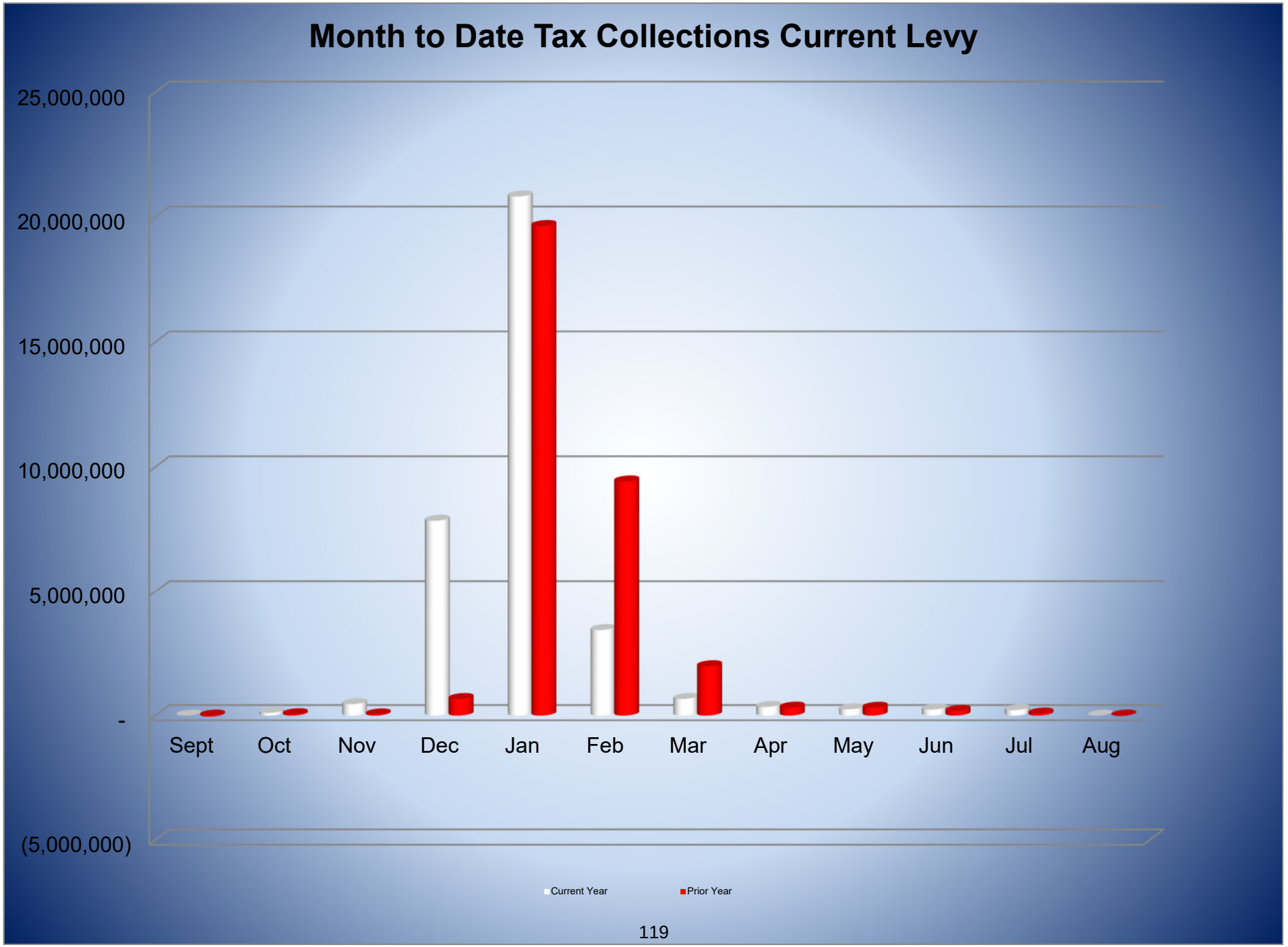
	SPECIAL REVENUE FUNDS				
	Prior Year Actual Revenues/ Expenditures	Revised Budget	Current Year Actual Revenues/ Expenditures	Unrealized/ Unexpended Budget	Percentage Y-T-D
Revenues:					
Local	***$ 1,112,776.72***	$ 1,405,083.96	$ 951,445.61	$ 453,638.35	68%
State	***254,106.45***	$ 208,599.00	133,452.11	75,146.89	64%
Federal	***1,469.00***	$ 1,874,508.00	1,157,684.86	716,823.14	62%
Total Revenues	***$ 1,368,352.17***	**$ 3,488,190.96**	**$ 2,242,582.58**	**$ 1,245,608.38**	64%
Expenditures:					
11-Instruction	***153,619.31***	1,052,210.93	1,023,672.31	28,538.62	97%
12-Library	***-***	4,000.00	3,293.93	706.07	82%
13-Prof Dev	***-***	8,500.00	7,198.48	1,301.52	85%
21-Instruct Admin	***-***	150.00	148.80	-	99%
23-School Leadership	***67,040.06***	60,791.00	60,791.00	-	100%
31-Counselors	***76,537.43***	120,645.00	44,204.31	76,440.69	37%
33-Health Services	***3,081.28***	4,679.68	1,258.79	3,420.89	27%
34-Transportation	***-***	-	-	-	NA
36-Co-Curricular	***959,732.30***	1,517,654.68	903,795.00	613,859.68	60%
41-Gen Admin	***3,042.45***	22,300.36	2,346.32	19,954.04	11%
51-Maintenance	***-***	-	-	-	NA
52-Security	***-***	899,845.00	208,696.37	691,148.63	23%
53-Data Services	***-***	**-**	**-**	-	NA
61-Community Service	***-***	**-**	**-**	-	NA
81-Facilities Acquisition/Constr	***-***	-	-	-	NA
99-Other Intergovernmental Charges	***-***	-	-	-	NA
00-Other Uses	***-***	-	-	-	NA
Total Expenditures	***$ 1,263,052.83***	**$ 3,690,776.65**	**$ 2,255,405.31**	**$ 1,435,370.14**	61%
Excess of Revenues Over (Under) Expenditures	***$ 105,299.34***	**$ (202,585.69)**	**$ (12,822.73)**		
Unaudited Fund Balance September 1, 2024		**$ 852,290.00**	**$ 852,290.00**		
Fund Balance Ending - Monthly Reporting Period		**$ 649,704.31**	**$ 839,467.27**	**$ 189,762.96**	

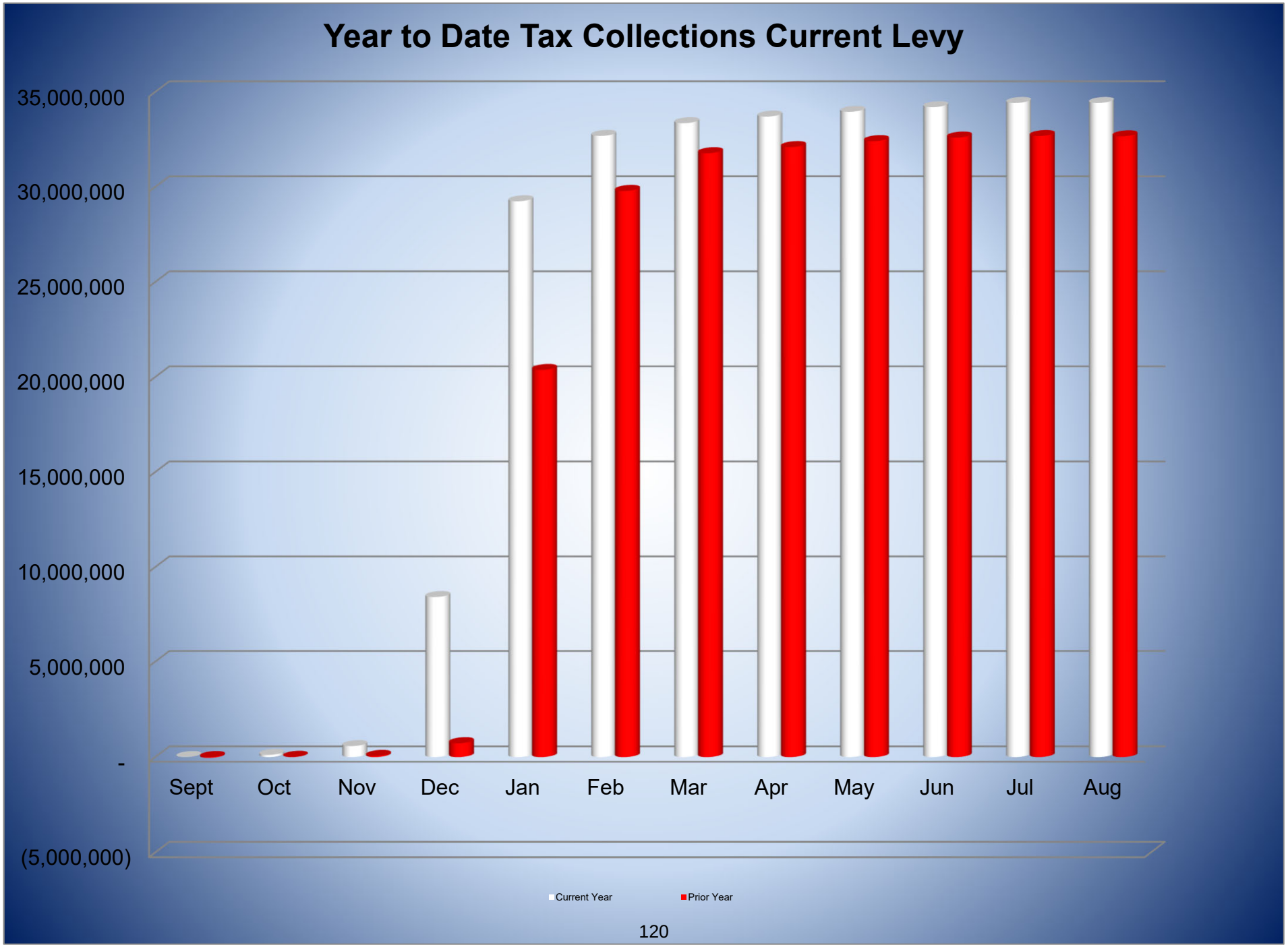
Wimberley Independent School District
Statement of Revenues, Expenses, and Changes in Equity
for the Month Ending July 31, 2025
(Un-Audited)

	ENTERPRISE FUNDS			
	2024-2025 Blue Hole After School Program	2024-2025 Jacob's Well After School Program	2024-2025 Blue Hole Pre-K Program	2024-2025 Total Revenues/ Expenses
Revenues and Other Resources:				
Local	$ 145,066.36	$ 84,805.66	$ 518,020.28	$ 747,892.30
State	6,012.82	2,938.98	26,843.75	35,795.55
Other sources	-	-	-	-
Total Revenues and Other Resources	**$ 151,079.18**	**$ 87,744.64**	**$ 544,864.03**	**$ 783,687.85**
Expenses and Other Uses:				
6100 Payroll	95,651.99	44,322.52	464,100.21	604,074.72
6200 Professional and Contracted Services	-	-	-	-
6300 Supplies and Materials	3,586.65	1,651.14	5,374.36	10,612.15
6400 Other Operating Expenses	-	-	-	-
6600 Capital Outlay	-	-	-	-
8000-Other Uses	22,875.65	9,404.19	59,598.16	91,878.00
Total Expenses	**$ 122,114.29**	**$ 55,377.85**	**$ 529,072.73**	**$ 706,564.87**
Excess of Revenues and Other Resources Over (Under) Expenses	**$ 28,964.89**	**$ 32,366.79**	**$ 15,791.30**	**$ 77,122.98**
Fund Balance September 1, 2024	**$ 183,626.92**	**$ 75,489.08**	**$ 478,405.00**	**$ 737,521.00**
Fund Balance Ending - Monthly Reporting Period	**$ 212,591.81**	**$ 107,855.87**	**$ 494,196.30**	**$ 814,643.98**

Wimberley Independent School District
Monthly Tax Collection Report
for the Month Ending July 31, 2025

	Prior Year 2023-2024				Current Year 2024-2025			
Current Month Tax Collections:	**General Fund**	**Debt Service Fund**	**Total**	**% of Levy**	**General Fund**	**Debt Service Fund**	**Total**	**% of Levy**
5711 Taxes-Current Year Tax Levy	$ 165,104.93	$ 50,230.35	$ 215,335.28		$ 160,535.82	$ 61,401.69	$ 221,937.51	
5712 Taxes-Delinquent Collections	$ (6,889.33)	$ (1,988.94)	$ (8,878.27)		$ 14,316.35	$ 2,608.07	$ 16,924.42	
5719 Penalties and Interest	$ 9,484.27	$ 2,880.64	$ 12,364.91		$ 20,720.01	$ 5,967.02	$ 26,687.03	
Total Current Month Collections	**$ 167,699.87**	**$ 51,122.05**	**$ 218,821.92**	**0.66%**	**$ 195,572.18**	**$ 69,976.78**	**$ 265,548.96**	**0.75%**
Fiscal Year to Date Collections:								
5711 Taxes-Current Year Tax Levy	$ 23,640,162.63	$ 9,038,193.18	$ 32,678,355.81		$ 24,896,491.37	$ 9,522,347.64	$ 34,418,839.01	
5712 Taxes-Delinquent Collections	$ 3,513.99	$ (3,864.33)	$ (350.34)		$ 212,225.59	$ 69,406.64	$ 281,632.23	
5719 Penalties and Interest	$ 194,568.53	$ 67,856.16	$ 262,424.69		$ 270,350.17	$ 94,142.67	$ 364,492.84	
Total Revenue Collected	**$ 23,838,245.15**	**$ 9,102,185.01**	**$ 32,940,430.16**	**99%**	**25,379,067.13**	**9,685,896.95**	**35,064,964.08**	**99%**
Total Budgeted Tax Revenue (Current, Delinquent, Penalty & Interest)	**$ 24,196,895.00**	**$ 9,227,561.00**	**$ 33,424,456.00**		**$ 25,551,265.09**	**$ 9,770,400.56**	**$ 35,321,665.65**	
Percentage of Budget Collected	**98.52%**	**98.64%**	**98.55%**		**99.33%**	**99.14%**	**99.27%**	


Month to Date Tax Collections Current Levy
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
-
(5,000,000)
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Current Year
Prior Year


Year to Date Tax Collections Current Levy
35,000,000
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
-
(5,000,000)
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Current Year
Prior Year

120

WIMBERLEY INDEPENDENT SCHO0L DISTRICT

FY25 Student Enrollment

08/25/2025

Tuition based Pre-K	64
PK3	44
PK4	78
KG	150
First Grade	164
Second Grade	159
Third Grade	173
Fourth Grade	196
Fith Grade	210
Sixth Grade	185
Seventh Grade	212
Eighth Grade	208
Ninth Grade	256
Tenth Grade	195
Eleventh Grade	238
Twelfth Grade	194
Enrollment Total	**2662**

BLUE HOLE CAMPUS	
EC/Kindergarten - 2nd Grade	**595**
JACOB'S WELL CAMPUS	
3rd - 5th Grade	**579**
DANFORTH CAMPUS	
6TH - 8TH Grade	**605**
HIGH SCHOOL	
9TH - 12TH Grade	**883**
In District Enrollment	*2622*

Minutes of Regular Meeting

Board of Trustees

A Regular Meeting of the Board of Trustees of Wimberley Independent School District was held Monday, **Monday, July 21, 2025**, beginning at **6:00 PM** in the WISD Administration Building, 951 FM 2325, Wimberley, TX 78676.

1. Call the meeting to order and determine a quorum - The regular meeting of the Board of Trustees of the Wimberley Independent School District was called to order by Dr. Campbell at 6:01 p.m. A quorum was established with the following members present: Dr. Rob Campbell, Chad Canine, Lindsey Deringer, Lexi Jones, Andrea Justus, Ken Strange. Will Conley: Absent

   Administrators Present: Dr. Bonewald, Jason Valentine, Michael Doyle, Laurie Grisham, Ryan Wilkes, SueAnna Thomas, Christi Moeller
   Directors Present: Allen Bruggman, Michael Doyle
   The Pledge of Allegiance to the U.S. flag was led by the Board of Trustees. Dr. Campbell held a moment of reflection and the District's Vision, Mission and Goals were read.

2. Special Recognition – Presenter, Dr. Bonewald began the recognition by introducing the UIL Academic team and their dedicated coaches. He then invited Kyla Brookshire DeLeon to speak on behalf of the group. Ms. DeLeon introduced the student team members and highlighted their outstanding achievements at the UIL State Meet. She shared both individual and team accomplishments, noting the students' hard work, dedication, and success in various academic events. The Board congratulated the students and coaches for representing Wimberley ISD with excellence.

3. PUBLIC FORUM - The following individual(s) requested to address the Board during Public Forum: Tracie Zelhart, Attorney for Hays County in Delinquent Tax Collection, addressed the Board regarding her interest in assuming the delinquent tax collection services for Wimberley ISD. She presented her qualifications and formally requested consideration for the contract, asking the Board to extend the current contract to allow Hays County to take over these services.

4. Information Items

   a. Strategic Plan Update - Priority 4: Ensure Operational Influence. Construction delivery methods - Presenters - Mike Doyle, Ryan Rosborough, Derick Bird

   Mike Doyle introduced Derek Bird with AGCM, who provided an overview of the available project procurement methods for professional services, in accordance with the Texas Government Code 2254 (Professional Services Procurement Act).
   Mr. Bird presented a step-by-step outline of the procurement process for construction services and reviewed the following delivery methods, including their respective advantages and disadvantages:

   - **Competitive Bidding** - Overview of the traditional low-bid process and its limitations.
   - **Competitive Sealed Proposal (CSP)** - Discussion of evaluation-based selection criteria beyond price.
   - **Construction Manager as Agent (CMa)** - Explanation of the collaborative nature of this method and its potential challenges.

- **Construction Manager at Risk (CMAR)** - Identified as the recommended method by AGCM. Mr. Bird detailed the process, steps involved, and the benefits of having a guaranteed maximum price (GMP) as well as the potential drawbacks.
- **Design-Build** - Final option presented, including a review of its advantages (single point of responsibility) and disadvantages (reduced owner control over design).

The presentation was intended to guide the Board in evaluating procurement methods for upcoming construction projects.

b. Diamond Communication - Wireless Connectivity in Wimberley ISD

Mike Doyle introduced Jeff Clemmons with TASB, who provided an overview of TASB's collaboration with Diamond Communications to bring enhanced wireless services and connectivity solutions to Wimberley ISD.

Following the introduction, Dale Shumaker from Diamond Communications presented on the company's capabilities and current projects. He shared examples of tower structures, discussed potential coverage improvements for the district, and reviewed the illustrative economic benefits of the partnership.

c. ESSA Public Notice, Presenter - Jason Valentine

Jason Valentine presented the 2025-2026 WISD ESSA Consolidated Federal Grant Application Public Notice. He provided an overview of the federal programs the district has applied for and received funding under in the past. For the upcoming school year, Wimberley ISD will apply for the following programs:

- Perkins V - Strengthening Career and Technical Education
- Title I, Part A - Improving Basic Programs
- Title II, Part A - Supporting Effective Instruction
- Title III, Part A - English Language Acquisition
- Title IV, Part A - Student Support and Academic Enrichment

He also noted the continued importance of these programs in supporting student achievement and instructional goals across the district.

d. Status Report Concerning the Collection of Delinquent Property Taxes by Perdue, Brandon, Felder, Collins & Matt, LLP - Presenter - Sergio Garcia, PBFCM

Mike Doyle introduced Sergio Garcia from Perdue Brandon Fielder Collins & Mott (PBFCM), who provided an overview of the delinquent property tax collection process.

Mr. Garcia reviewed the key components of the delinquent tax procedures, including the annual tax calendar, accounts eligible for payment agreements, and those subject to title research and/or suit preparation. He also presented current collection statistics and discussed efforts to improve compliance and recovery of delinquent taxes for the district.

5. Action Items

a. Take action to adopt written findings as to the extension of a delinquent tax collection contract and approve the extension of a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to Wimberley Independent School District and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code. - Sergio Garcia, PBFCM - I move that Wimberley ISD adopt the written findings as to the extension of delinquent tax collections contract and approve the extension of a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to Wimberley Independent School District and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

This motion, made by Ken Strange and seconded by Chad Canine, Passed. Yea: 6, Nay: 0, Absent: 1

b. Discuss and Consider Possible Action on Policy Update 125, Including Local Policies Presenter - Jason Valentine

Motion to accept the policy update 125 as presented. This motion, made by Ken Strange and seconded by Andrea Justus, Passed. Yea: 6, Nay: 0, Absent: 1

c. Consider and possible action regarding Owner's Third-Party Representative Agreement for Project/Program Management Services with AGCM, Inc. for the District's 2025 Bond Construction Projects.

I move that the Board approve the Owner's Third-Party Representative Agreement for Project/Program Management Services with AGCM, Inc. for the District's 2025 Bond Construction Projects as presented by Administration and authorize the Superintendent or his designee to execute the agreement. This motion, made by Ken Strange and seconded by Chad Canine, Passed. Yea: 6, Nay: 0, Absent: 1

d. Consider and possible action regarding proposed agreement with O'Connell Robertson & Associates, Inc. for design and contract administration services on 2025 Bond Construction Projects.

I move that the Board approve the agreement with O'Connell Robertson & Associates, Inc. for design and contract administration services on the 2025 Bond Construction Projects as presented by Administration and authorize the Superintendent or his designee to execute the agreement. This motion, made by Ken Strange and seconded by Andrea Justus, Passed. Yea: 6, Nay: 0, Absent: 1

e. Discussion and possible action on a Board resolution to approve the extension of the depository contract with Wells Fargo

I move that the Board approve the resolution to extend the depository contract with Wells Fargo for an additional two-year term, from September 1, 2025, through August 31, 2027. This motion, made by Ken Strange and seconded by Chad Canine, Passed. Yea: 6, Nay: 0, Absent: 1

f. Consideration and Possible Action to adopt the Delivery Method for Construction Services for Bid Package 2 and 3, in accordance with Texas Government Code Chapter 2269

I move that the Board adopt the Construction Manager at Risk, as the delivery method for construction services for Bid Package 2 and 3. This motion, made by Ken Strange and seconded by Andrea Justus, Passed. Yea: 6, Nay: 0, Absent: 1

6. CFO's Report - Chief Financial Officer, Michael Doyle

a. Financials

Mike Doyle presented the monthly financial report, offering an overview of the district's current financial position. His presentation included key highlights from the past year's performance, a summary of budget variances, and updates on both revenue and expenditures. Mr. Doyle also addressed financial trends, responded to Board questions regarding future projections, and outlined ongoing fiscal strategies. Additionally, he provided updates on state revenues, expenditures, debt service, and special revenue funds. He concluded with a review of tax collections for the current month, fiscal year-to-date totals, and the district's total budgeted tax revenue.

7. Superintendent's Report

Dr. Bonewald provided an update on recent district highlights and legislative impacts:

- Wimberley High School students earned a total of 265 Industry-Based Certifications (IBCs) during the 2024-2025 school year.
- He shared information on the district's college credit programs and continued efforts to expand opportunities for students.
- Misty Fletcher was recognized as the THSCA Overall Girls Coach of the Year.
- Blue Hole Primary was featured as a showcase campus during the Water Tower Tour, with Darrell Rivera in attendance.

- Dr. Bonewald also reviewed policy and legislative updates from the most recent session, including:
    - HB 1481 - Personal Communication Devices
    - SB 401 - Out-of-District Homeschool Participation
    - SB 13 - Acquisition of Library Materials
    - SB 12 - (Include brief description if needed)
    - New requirement effective 9/1 - Board Meetings must (Note: insert complete requirement here if available)

8. Consent Agenda - Presiding Officer
   Motion to accept the consent agenda as presented. This motion, made by Ken Strange and seconded by Andrea Justus, Passed. Yea: 6, Nay: 0, Absent: 1
    a. Minutes of the Regular Meeting - June 16, 2025
    b. Order of November 4, 2025 General Board of Trustees Election, Places 4 and 5
    c. Approve T-TESS and T-PESS Appraisal Calendar and Appraisers
    d. Consider Approval to Change the Date of the Regular August Board Meeting to August 25, 2025.
    e. Approve designation of Non-Business Days for 2025-2026 PIA Calendar
    f. Discuss and Consider the Approval of Agreement for the Purchase of Attendance Credit (Option 3 Agreement) and to Delegate Contractual Authority to the Superintendent for Chapter 49 Payment to the State - Presenter - Mike Doyle

9. Closed Session - The Board adjourned into closed session at 8:12 p.m. pursuant to Texas Government Code Section: 551.071 et seq.
    a. Deliberation Regarding Security Devices or Security Audits. *Texas Gov't Code §551.076 and §551.089*
    b. Personnel Matters. *Texas Gov't Code §551.074*
        i. New hires/terminations/employee discipline
        ii. Formative (mid-year) Superintendent Evaluation
    c. Deliberation Regarding Real Property. *Texas Gov't Code §551.072*
    d. Consultation with Attorney. *Texas Gov't Code §551.071*

10. The Board will reconvene and take possible action on items discussed in executive session - The Board reconvened at 9:07 p.m.
    Motion to offer Adma Spiegleman, Kaylor Jones, Angela Virgina, Rhonda Sparks, and Ronnie Medina positions at WISD. This motion, made by Ken Strange and seconded by Andrea Justus, Passed. Yea: 6, Nay: 0, Absent: 1

11. Prepare for next meeting - The next regular meeting is scheduled for August 25, 2025. The next Special Meeting is scheduled for August 4, 2025.

12. Adjourn - Presiding Officer
    There being no further business to discuss, motion to adjourn at 9:10 p.m. This motion, made by Ken Strange and seconded by Chad Canine, Passed. Yea: 6, Nay: 0, Absent: 1

_____ _____

Chad Canine, Secretary Dr. Rob Campbell, President

Minutes of Special Meeting

Board of Trustees

A Special Meeting of the Board of Trustees of Wimberley Independent School District was held Monday, **Monday, August 4, 2025**, beginning at **6:00 PM** in the WISD Administration Building, 951 FM 2325, Wimberley, TX 78676.

Call the Meeting to Order and Determine a Quorum -The special meeting of the Board of Trustees of the Wimberley Independent School District was called to order by Dr. Campbell at 6:02 p.m. A quorum was established with the following members present: Dr. Rob Campbell, Chad Canine, Will Conley, Lindsey Deringer, Lexi Jones, Andrea Justus, and Ken Strange

Administrators Present: Dr. Bonewald, Jason Valentine, Michael Doyle, Laurie Grisham, Ryan Wilkes, Joseph Holzmann, SueAnna Thomas, Marlayna Zachary, Christi Moeller

Directors Present: Allen Bruggman, Michael Doyle, Christi Moeller

The Pledge of Allegiance to the U.S. flag was led by the Board of Trustees. Dr. Campbell held a moment of reflection and the District's Vision, Mission and Goals were read.

1. Public Forum - No individuals came forward to speak

2. Information Items

   A. Budget Workshop - Mike Doyle, CFO, presented an overview of the WISD Budget Workshop and the 2024-2025 End-of-Year Budget. The presentation included a comparison of local property values to certified July values from surrounding districts for 2024 and 2025. Mr. Doyle reviewed the district's tax rate history, anticipated M&O and I&S rates, and a projected total tax rate of $1.0099. Projected enrollment for the 2025-2026 school year is 2,570 students, not yet accounting for potential increases as the first day of school approaches. Historical ADA and attendance rates, along with future projections, were also discussed. Mr. Doyle highlighted rising operational costs across several categories, including casualty insurance, instructional materials, district wide staff development, utilities, and technology needs. The presentation concluded with salary and payroll scenarios for teachers, professional staff, paraprofessionals, and auxiliary staff, followed by a preview of the projected FY 2025-2026 General Fund budget.

3. Action Items

   A. Consideration and possible action to adopt the WISD 2025-2026 Compensation Plan.
   Mr. Doyle presented the proposed 2025-2026 Compensation Plan for Board consideration. The plan was developed through a comprehensive review of market data, regional salary comparisons, staffing needs, and projected budget capacity. Key components include:
   - A $4,000 increase for classroom teachers with 3-4 years of experience.
   - An $8,000 increase for classroom teachers with 5 or more years of experience.
   - A $1,000 increase to Step 0 and a $2,000 increase to Steps 1 and 2 on the hiring schedule.
   - Allocation of 90% of any Teacher Incentive Allotment (TIA) funds directly to designated teachers, with the remaining 10% used to support the district's TIA program.

The plan reflects WISD's commitment to maintaining competitive compensation and investing in staff to support student success.

I move that the WISD Board of Trustees adopts the WISD 2025-2026 Compensation Plan as presented. This motion, made by Ken Strange and seconded by Will Conley, Passed. Yea: 7, Nay: 0

B. Discuss and consider approval regarding the proposed agreement with Moy Tarin Ram (MTR) for Surveying Services pertaining to the 2025 Bond Program.

I move that the WISD Board of Trustees approve the proposed agreement with Moy Tarin Ram (MTR) for Surveying Services as presented. This motion, made by Will Conley and seconded by Ken Strange, Passed. Yea: 7, Nay: 0

C. Discuss and Consider the Approval of the 2025-2026 Student Code of Conduct Mr. Valentine presented the updated WISD Student Code of Conduct for the 2025-2026 school year. In accordance with TEC §37.001, the Code is reviewed and approved annually by the Board of Trustees. Updates were made to align with changes in state law from the most recent legislative session. A summary of changes was provided for review.

I would like to make a motion that we approve the 2025-2026 Student Code of Conduct as presented. This motion, made by Ken Strange and seconded by Will Conley, Passed. Yea: 7, Nay: 0

D. Discuss and Consider Approval of Local Policy Updates FNCE, FD and EFB-

Mr. Valentine presented proposed updates to local policies required by legislation passed during the 89th Legislative Session. These updates must be adopted prior to the start of the school year to ensure compliance with new state requirements. The following policy revisions were reviewed:

- **FNCE (LOCAL)** - Aligned with HB 1481, this policy prohibits student cell phone use on campus.
- **FD (LOCAL)** - Clarifies UIL participation eligibility for private and homeschool students. WISD will continue to allow participation for students residing within district boundaries and will not expand participation to those living outside the district.
- **EFB (LOCAL)** - In compliance with SB 13, this update outlines a new process for recommending and procuring library materials, requiring public access to proposed materials before Board approval. The term "Reconsideration" has also been replaced with "Challenge."

I moved to approve the Local Policy Updates FNCE, FD and EFB as presented. This motion, made by Ken Strange and seconded by Andrea Justus, Passed. Yea: 7, Nay: 0

4. Closed Session - The Board may adjourn into closed session pursuant to Texas Government Code Section: 551.071 *et seq.* The Board may then re-enter into Open Session for further discussion and necessary action. The Board adjourned into closed session at 7:22 p.m. pursuant to Texas Government Code Section: 551.071 et seq.

   A. Deliberation Regarding Security Devices or Security Audits. *Texas Gov't Code §551.076 and §551.089*
   B. Personnel Matters. *Texas Gov't Code §551.074*
      1) New hires/terminations/employee discipline
   C. Deliberation Regarding Real Property. *Texas Gov't Code §551.072*
   D. Consultation with Attorney. *Texas Gov't Code §551.071*

5. The Board will reconvene and take possible action on items discussed in executive session - The Board reconvened at 7:33 p.m.

Motion to offer positions at WISD to Bonny Kmerner and Kristopher Wilhelm. This motion, made by Ken Strange and seconded by Andrea Justus, Passed. Yea: 7, Nay: 0

6. Adjourn - Presiding Officer
   There being no further business to discuss, motion to adjourn at 7:34 p.m. This motion, made by Ken Strange and seconded by Will Conley, Passed. Yea: 7, Nay: 0

_____ _____

Chad Canine, Secretary Dr. Rob Campbell, President

WIMBERLEY ISD
FY 2024-25
Final Budget Amendment

August 25, 2025

RECOMMENDATION:

The Administration recommends the listed budget amendments and transfers be approved.

BACKGROUND INFORMATION:

In accordance with the TEA budget and accounting procedures and guidelines, the District's official budget includes the General Fund, Food Service Fund, and the Debt Service Fund. The Board of Trustees should approve the adoption of the budgets associated with these funds, and subsequent amendments, at the *Fund Function* level. Other Special Revenue Funds for grants and capital projects should be approved on a *Project Basis*; and consequently, *are* not required to be approved with the same level of detail.

The administration routinely allows transfers of existing budgeted funds within the same fund function in order to accommodate the necessary operations of the requesting department or campus. These transfers usually become necessary due to account coding requirements. Requests for transfers of existing funds between functions are reviewed by the administration to ensure that the related expenditures will not exceed the overall approved budget at the function level. These requests allowed at the administrative level are subject to final approval by the Board of Trustees.

In addition to the transfers of existing budget funds outlined above, the Board of Trustees must approve requests for new appropriations prior to expenditure. These requests include appropriations from fund balance, and reappropriation of designated fund balances.

ADMINISTRATIVE CONSIDERATIONS:

The Administration has reviewed the following transfers/re-appropriations and determined the following:

REVENUES

- General Fund = ($939,805) To adjust to actual tax collections and state aid.
- Child Nutrition Program = ($65,593) To adjust to actual program revenues.
- Debt Service Fund = $16,803,894 To adjust to actual tax collections, state aid and bond earnings.

Net Change in the Revenue Budget is $15,798,495 (See page 3)

EXPENSES

- General Fund = $923,206 (To adjust to end of year estimated expenditures and ensure compliance).
- Child Nutrition Program = $177,474 (To adjust to end of year estimated expenditures and ensure compliance).

- Debt Service Fund = $9,950,596 (To adjust to end of year estimated expenditures and ensure compliance).

Net Change in the Expense Budget is $11,051,276 (See page 3)

ACTION REQUIRED:
Board Approval

SUPPORT INFORMATION:

Additional information provided upon request.
Mike Doyle – Chief Financial Officer

WIMBERLEY ISD
FY2024-25
Final Budget Amendment

	GENERAL FUND			CHILD NUTRITION PROGRAM			DEBT SERVICE			TOTAL REVISED BUDGET		
	FY2024-25 Revised Adopted Budget	Final Budget Amendment	FY2024-25 Revised Budget	FY2024-25 Revised Adopted Budget	Final Budget Amendment	FY2024-25 Revised Budget	FY2024-25 Revised Adopted Budget	Final Budget Amendment	FY2024-25 Revised Budget	FY2024-25 Revised Adopted Budget	Final Budget Amendment	FY2024-25 Revised Budget
5700 - Local Revenue	26,390,319	(23,583)	26,366,736	582,775	8,050	590,825	10,225,800	(25,463)	10,200,337	37,198,894	(40,996)	37,157,898
5800 - State Revenue	3,981,764	(1,151,853)	2,829,911	5,550	(946)	4,604	512,224	2,693	514,917	4,499,538	(1,150,106)	3,349,432
5900 - Federal Revenue	75,000	66,223	141,223	504,121	(92,672)	411,449	0		0	579,121	(26,449)	552,672
7900 - Other Resources Non-Op Revenue	91,878	169,407	261,285	21,000	19,975	40,975	0	16,826,664	16,826,664	112,878	17,016,046	17,128,924
Total Revenues	30,538,961	(939,805)	29,599,156	1,113,446	(65,593)	1,047,853	10,738,024	16,803,894	27,541,918	42,390,431	15,798,495	58,188,926
00 Other Resources Non-Op Expense	21,000	19,975	40,975	0		0			0	21,000	19,975	40,975
11 Instruction	15,339,409	453,148	15,792,557	0		0			0	15,339,409	453,148	15,792,557
12 Instructional Resources/Media	254,980	(8,794)	246,186	0		0			0	254,980	(8,794)	246,186
13 Instruction Staff Development	225,782	(46,013)	179,769	0		0			0	225,782	(46,013)	179,769
21 Instructional Leadership	511,602	(7,518)	504,084	0		0			0	511,602	(7,518)	504,084
23 School Leadership	1,323,212	44,999	1,368,211	0		0			0	1,323,212	44,999	1,368,211
31 Guidance & Counseling Services	1,140,455	89,794	1,230,249	0		0			0	1,140,455	89,794	1,230,249
33 Health Services	305,718	(30,170)	275,548	0		0			0	305,718	(30,170)	275,548
34 Student (Pupil) Transportation	1,077,896	98,667	1,176,563	0		0			0	1,077,896	98,667	1,176,563
35 Food Services	0		0	1,267,671	177,474	1,445,145			0	1,267,671	177,474	1,445,145
36 Cocurricular/Extracurricular	1,387,510	128,219	1,515,729	0		0			0	1,387,510	128,219	1,515,729
41 General Administration	1,473,977	32,194	1,506,171	0		0			0	1,473,977	32,194	1,506,171
51 Plant Maintenance & Operations	3,703,735	322,257	4,025,992	0		0			0	3,703,735	322,257	4,025,992
52 Security & Monitoring Services	654,245	(204,437)	449,808	1,525		1,525			0	655,770	(204,437)	451,333
53 Data Processing Services	457,845	(5,391)	452,454	0		0			0	457,845	(5,391)	452,454
61 Community Services	0		0	0		0			0	0	0	0
71 Debt Services	0		0	0		0	8,709,000	9,950,596	18,659,596	8,709,000	9,950,596	18,659,596
81 Facilities Acquisition/Constr.	0		0	0		0			0	0	0	0
91 Chapter 49 Payments	3,466,927	34,669	3,501,596	0		0			0	3,466,927	34,669	3,501,596
99 Other Intergovernmental charge	321,400	1,607	323,007	0		0			0	321,400	1,607	323,007
Total Expenditures	31,665,693	923,206	32,588,899	1,269,196	177,474	1,446,670	8,709,000	9,950,596	18,659,596	41,643,889	11,051,276	52,695,165
Fund Balance as of 9/1/2024	7,344,311		7,344,311	488,973		488,973	6,303,361		6,303,361	14,136,645		14,136,645
Net Changes in Fund Balance	(1,126,732)	(1,863,012)	(2,989,744)	(155,750)	(243,067)	(398,817)	2,029,024	6,853,298	8,882,322	746,542	4,747,219	5,493,761
Projected End of Year Fund Balance	6,217,579	(1,863,012)	4,354,567	333,223	(243,067)	90,156	8,332,385	6,853,298	15,185,683	14,883,187	4,747,219	19,630,406

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: Changing the date of the Regular August Board Meeting from **Monday, October 20**, **2025** to **Monday, October 27, 2025**.

Date: August 25, 2025 **Presenter: Dr. Campbell**

Consent

1. **BACKGROUND INFORMATION**
   The Regular August Board Meeting was originally scheduled for Monday, October 20, 2025. Due to scheduling conflicts and in an effort to ensure full participation of board members and district leadership, administration is recommending the meeting be rescheduled to Monday, October 27, 2025.This change will allow for adequate preparation and ensure that all necessary items can be addressed with the full board present.

2. **ADMINISTRATIVE RECOMMENDATION**
   Administration recommends changing the date of the Regular August Board Meeting from **Monday, October 20, 2025** to **Monday, October 27, 2025**.

3. **BOARD ACTION REQUIRED**
   Approve as recommended

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: District Improvement Plan **Date: August 25, 2025**

Presenter: J. Valentine

Consent

1. **BACKGROUND INFORMATION**

   Texas Education Code § 11.251. Planning and Decision-Making Process.

   (a) The board of trustees of each independent school district shall ensure that a district improvement plan and improvement plans for each campus are developed, reviewed, and revised annually for the purpose of improving the performance of all students. The board shall annually approve district and campus performance objectives and shall ensure that the district and campus plans:

   (1) are mutually supportive to accomplish the identified objectives; and

   (2) at a minimum, support the state goals and objectives

2. **ADMINISTRATIVE RECOMMENDATION**

   Approve as presented

BOARD ACTION REQUIRED

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: 2025-2026 Professional Development Plan **Date: August 25, 2025**

Presenter: Jason Valentine



BACKGROUND INFORMATION

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

ADMINISTRATIVE RECOMMENDATION

Approve as presented

BOARD ACTION REQUIRED

From the Texas Education Website:

Continuing Education and Training Clearinghouse

As required by SB 1267, 87th Texas Legislature, the State Board for Educator Certification (SBEC) approved a **Continuing Education and Training Clearinghouse (Clearinghouse)**, regarding specific trainings that school districts and open-enrollment charter schools provide for educators and other school personnel.

School District and Open-Enrollment Charter School Requirements

SB 1267 requires that the board of trustees of a school district and the governing body of an open-enrollment charter school, to the extent applicable, review the Clearinghouse and adopt a professional development policy that must:

1. be guided by the recommendations for training in the Clearinghouse;
2. note any differences in the policy adopted by the district or school from the recommendations in the Clearinghouse; and
3. include a schedule of all training required for educators or other school personnel at the district or school.

There are no reporting requirements by school districts or open-enrollment charter schools of the adopted professional development policy or the noting of any differences from the recommendations in the Clearinghouse. All documentations are to remain at the local level.

In addition to the training requirements, the Clearinghouse also includes additional information to assist school districts, open-enrollment charter schools, and educators. Some of the additional components includes links to the trainings, professional development best practices, resources regarding the specific trainings, and continuing professional education requirements for certificate renewal.

Clearinghouse

Continuing Education and Training Clearinghouse Purpose: The Clearinghouse includes best practices and industry recommendations for the frequency for training of educators and other school personnel.

Professional Development Best Practices: Effective Schools Framework

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
1. Suicide Prevention	• 21.451(d)(3)(A) and (d-1)(1)(A) for the frequency and population, and (d-2) for the program/content • 21.451(d-1)(1)(B) and 38.351 states that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers • 38.351(h) states school districts to provide suicide prevention training (minus elementary campuses if sufficient funding not available) • 21.451(d-1)(2) states that the training may include two or more topics listed together	Suicide Prevention, Intervention and Postvention	School counselors, teachers, nurses, administrators, and other staff as well as law enforcement officers and social workers who regularly interact with students.	• **Job embedded or as part of a professional learning community** ***OR*** • ***Annually**
2. Strategies for establishing and maintaining positive relationships among students, including conflict resolution	• 21.451(d)(3)(B) and (d-1)(1)(A) for the frequency and population and (B) for the program/content • 38.351 states that training programs are to be developed by the agency in coordination with	Building Skills Related to Managing Emotions, Establishing and Maintaining	Teachers, school counselors, principals, and all other appropriate personnel.	• **Job embedded or as part of a professional learning community** ***OR***

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
	the Health and Human Services Commission and Education Service Centers • 21.451(d-1)(2) states that the training may include two or more topics listed together	Positive Relationships, and Responsible Decision-Making		• ***Annually**
3. Preventing, identifying, responding to, and reporting incidents of bullying	• 21.451(d)(3)(C) and (d-1)(1)(A) for the frequency and population and (B) for the program/content • 38.351 states that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers • 21.451(d-1)(2) states that the training may include two or more topics listed together	Positive Youth Development Bullying and Cyberbullying	Teachers, school counselors, principals, and all other appropriate personnel.	• **Job embedded or as part of a professional learning community** ***OR*** • ***Annually**
4. Safety training program	• 33.202(b) for the frequency and population and (c) for the certification of participants and the content. • (a) requires the UIL to develop the program	UIL Safety Training	Coaches, trainers, sponsors for an extracurricular activity, director responsible for school marching band.	• **Job embedded or as part of a professional learning community** ***OR*** • ***Annually**
5. Increasing awareness of issues regarding sexual abuse, sex trafficking, and other	• 38.0041(c)(1)(A) for the frequency and (B) population. (2) for the program/content • 38.0041(a) requires each district and charter school to adopt a	Human Trafficking	All employees **Part of new employee orientation.**	• **Job embedded or as part of a professional learning community**

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
maltreatment of children	policy **to** be included in the district improvement plan and (b)(1) requires that policy to include methods using resources developed by the agency under 38.004. • 38.004 states that the agency shall develop and update a child abuse training program.			***OR*** • ***Annually**
6. Increasing awareness and implementation of trauma-informed care	• 38.036(c)(1)(B) and (C) for frequency, and 38.036(d) for population • 38.036(c)(1) and 38.351 state that training programs are to be developed by the agency in coordination with the Health and Human Services Commission and Education Service Centers	**Grief Informed and Trauma Informed Training**	All staff in the school district. **Part of new employee orientation.**	• **Job embedded or as part of a professional learning community** ***OR*** • ***Annually**
7. Administration of an epinephrine auto-injector	• 38.210(b)(1) and (2) for program content and format and (3) for frequency. • states that if a district or charter school or private school adopts a policy under 38.208(a), they are responsible for the training, and points to (c) which states that the Health and Human Services Commission, with advice from the Texas Dept of State Health Services appointed committee in	**Epinephrine Auto-Injector Training**	School personnel and volunteers who are authorized and trained.	• **Job embedded or as part of a professional learning community** ***OR*** • ***Annually**

Topics Outlined in SB 1267	Statutory Provisions	Required Trainings with Embedded Best Practices	Required Personnel	Recommended Frequency
	38.207 (38.202 role and composition of the committee) which states that they advise on the training required, must develop rules regarding maintenance and administration of epinephrine injectors, and that the rules must state the amount of training required for school personnel.			

Clearinghouse section:
Texas Constitution and Statutes: For the complete language of the statutory provisions listed above, see Texas Constitutions and Statutes.

Additional Resources: TASB School District Training Chart, Texas School Mental Health Toolkit, Texas Model for Comprehensive School Counseling, 5th edition, Criteria for Success in Job Embedded Professional Development.

Continuing Professional Education Requirements: Continuing Professional Education Information

*Although several organizations recommended annual training in this topic, they did not submit research or supporting evidence supporting the recommendation.

Wimberley Independent School District
25-26 Professional Development Days

The 2025-2026 Calendar contains:

- 170 Days with students
- 2 Professional Development Days for Secondary (10/31 and 2/13)
- 1 Parent Conference Day for Elementary (10/31) & 1 Professional Development Day (2/13)
- 17 total Professional Development/Staff Days
- **3 Exchange Days (1,080 Minutes)** Teachers are expected to participate in training that advances content knowledge or professional practice. Exchange Day professional development must be approved by your principal.

187 Day Professional Contract. All professional employees that are on a 187-day contract will need **1,080** minutes of professional development for their Exchange Days. This may include campus/department/ grade-level planning meetings.

First Contract Day for Teachers and 187 SPED/Instructional Paraprofessionals is July 30th, 2025. 180 Day Instructional/Special Education Aides is July 31, 2025. The activities and professional development taking place on July 31st and thereafter cannot count for exchange credit. There are many topics required by the Texas Education Agency, The Texas Education Code, the University Interscholastic League, CTE, Safety, Counseling and more. Most teachers and administrators also have to make sure they get at least 30 professional development credits each year for the 150 hours required every five years.
***Campus Principals or Program Directors may also share additional dates for campus specific training that are not included on the list, if applicable. ***

Campus and Program Specific:

Texas Reading Academy Grades K-5

AP Institutes 6 hours times the number of days attended for your subject area. (May exceed your waiver requirement and will accrue many continuing education hours with additional state mandated training).

Extra-Curricular - Athletics, Coaching School, Cheer. UIL Academics up to 6 hours total for these categories (Coaching School). Coaches and Sponsors – Concussion Training / Safety Training up to an additional 6 hours (including CPR).

Bus Driving Certification - Up to 6 hours total toward exchange days. ALL hours will count in Eduphoria to your continuing education. For example, you take a 20-hour training, 6 hours can count toward exchange time, while all 20 count toward continuing education.

GT 6 Hour Update – July 29, 2025 (360 minutes) Open to any and all teachers, but mandatory for those teaching GT students. Sessions will be presented in for elementary and for secondary by local leaders. July 29th in the afternoon, ½ in person and ½ independent.

GT 30 Hour Update – Online through Eduphoria (May exceed your exchange requirement and will accrue many continuing education hours with additional state mandated training). Email Jason.valentine@wimberleyisd.net to enroll.

ESL Training – Dates TBA.

Teachers that work with Special Education Students are Required to take CPI (Crisis Prevention Intervention) (Credit varies based on new/renew 240-720 minutes)
Mandatory for teachers/aides/administrators that work with students with Behavior Intervention Plans.

June, July and August Department and Grade Level/Vertical Team Meetings – (Up to 12 hours credit/720 min) Department Heads/Grade Level Chairs send meeting dates, agendas, and rosters to your principal. Curriculum alignment and student data analysis should be included in the agenda. Information will be entered in Eduphoria through the Department/Grade Level Chair.

Pre-K training – annual summer conference – up to 12 hours of PD for teachers and administrators

Any other professional development outside of these opportunities should be entered into Eduphoria for credit consideration by the Principal. Even if they are not approved for Exchange Credit, they can still be a part of a teachers continuing education hours record.

State mandated training for teachers and aides per the SBEC Clearinghouse to be covered during in-service.

1. Suicide Prevention - Counselors/Director of Student Support Services
    a. Suicide prevention and postvention
2. Strategies for establishing and maintaining positive relationships among students, including conflict resolution - Counselors/Director of Student Support Services
    a. Building skills related to managing emotions
    b. Establishing and maintaining positive relationships, and responsible decision making
3. Preventing, identifying, responding to, and reporting incidents of bullying. - Counselors/Director of Student Support Services/Assistant Principals
    a. Positive youth development
    b. Bullying and cyberbullying
4. Safety Training Program - Athletic Director/Campus Principals
    a. UIL Safety Training
5. Increasing awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children - Counselors/Director of Student Support Services/Director of Safety
    a. Human trafficking
    b. Dating violence
6. Increasing awareness and implementation of trauma-informed care - Counselors/Director of Student Support Services
    a. Grief informed and trauma training
7. Administration of epinephrine auto-injector - Campus/District Nurse
    a. Epinephrine auto-injector training
    b. Bloodborne Pathogen/Universal Precautions, seizure recognition, first-aid

State mandated trainings for teachers and aides that will be covered during the school year:

- Test Administration and Procedure Training - Campus/District Testing Coordinators
- Cyber Security Training – Director of Technology/Campus Principals
- Trauma Injury – Stop the Bleed - Campus/District Nurses
- Safety Training – Director of Safety

Dates to remember

Not inclusive of all upcoming dates. Events in the week of 7/28-7/30 are Exchange Day Professional Development. July 30th is first contract day (Exchange Day) and July 31st is the first official day of in-service and reporting to campus. Please check the PD Calendar for location and timing information. Campus Leadership will have a detailed in-service calendar for you, the offerings below are from the PD Calendar.

June/July/August – GT 30 Hour Certification Online

July 28th – Exchange Day Professional Development Begins (More Trainings will be Posted to shared calendar SOON!)

- New Teacher Orientation-9:00-4:00 in WISD Board Room
- Introduction to Cross Cultural Communication – KPadilla at BHP Library from 9:00 – 11:00
- Entering Training in Professional Portfolios through Eduphoria 9:00-10:00 at WHS Library

July 29th – ICS Training Cabinet and Admin – WISD Board Room, 8:00-12:00

- GT 6-hour update – Will be an Elementary and Secondary version by local leaders in the afternoon. Will be a hybrid model of 3 hours of in person training and 3 hours of independent work for the 6-hour total update. Times and Location TBA
- Introduction to Cross Cultural Communication – KPadilla at BHP Library from 9:00 – 11:00 ***Repeat Session***

July 30th – Exchange Day #1, first contract day

- CPI SPED Teachers
- Making Tests in Cambium – JWE Library from 9:00 – 11:00 plus two hours of independent application

July 31st – First Day of In-Service – All Staff report to Campus

July/August – ESL Training…TBA

August 1st – CPI for SPED Paraprofessionals, Time and Location TBA

- TEKS Resource Training at campus, Time and Location TBA

August 5th – Nuts and Bolts Special Education Staff – 8:30-3:30 at Texan Academy

August 6th – DJH 6th Grade Student Orientation (Also so for new students to district) – 3:00-5:00

August 7th – Convocation Wimberley High School

- 8:30AM – Breakfast in WHS Cafeteria
- Program in Lone Star Theater
- Wimberley HS Fish Camp, 5:00PM

August 8th – Youth Mental Health First Aid for all staff who have not received the required 1-time training yet.

August 9th - Barnabas Connection - Back to School Fiesta Time 9:00-4:00 am at BC Building RR 12
Free Backpacks and school supplies for students that need assistance with getting supplies. This does count hour for hour as Exchange Day credit.

August 11th – Safe and Secure Planning Team Meeting (Assistant Principals and Operational Directors in WISD in the Board Room from 1:00 – 3:00

- Nuts and Bolts Special Education Paraprofessionals Times and Location TBA

August 12th – Campus Work Day and Meet the Teacher for JWE grade 3,4,5 (Times on PD Calendar)

- Campus Work Day and Meet the Teacher BHP grade K,1,2 (Times on PD Calendar)

August 14th – First Day of School for Students – Only 1 Chance for a FIRST Impression, Make it GREAT!

August 18th – School Board Meeting

Fall 2025

Lead4Ward Consortium on Engaging Learners-September 15, 24, 29 and October 1 and 8. Attendees to be announced at later date.

Wimberley Independent School District
Professional Development/In-Service
July/August 2025 – 2026
****UPDATED July 23, 2025****

Wimberley ISD
Excellence. Innovation. Service.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
July 28 New Teacher Orientation 9:00-4:00 WISD Board Room Link GT 30 Hour Training online begins in June (Email Valentine for access) Professional Portfolios in Eduphoria - 9:00-10:00 AM WHS Library* Link	29 8:00-12:00 ICS Training - Cabinet & Admin - Boardroom Intro to Cross-Cultural Communication with KPadilla 9:00-11:00 at BHP Library* Link GT Update Elementary in the afternoon JWE Library 1:00 Link GT Update Secondary in the afternoon WHS Library 12:00 Link	30 - EXCHANGE DAY/ First Contract Day Principals/AP's TTESS Calibration Session 8:30-12:00 9:00 - 11:00 + 2 hours of independent practice. Making Tests in Cambium- M.Perry JWE Library* Link CPI - SPED Teachers, Scudder from 9:00-3:00	31 First Day of Campus Meetings	1 TEKS Resource Training Core Subject: BRING LAPTOP WHS Library - 8:30-10:00 DJH Library - 10:30 - 12:00 JWE/BHP - 1:00-3:00 at BHP Cafeteria CPI - SPED Paras Grades 3-5 SAVVAS MyView Training at JWE - 8:30-11:30	2
4 Campus In-Service Utilizing TELPAS to Guide Instruction 9:00-10:00 - JWE Library 11:00 - 12:00 - BHP Library NWEA Basics Training at 3:00 (Virtual)	5 Campus In-Service Special Education Teachers: Nuts and Bolts 8:30-3:30 at Texan Academy (In process of scheduling SHARS during this time)	6 Campus In-Service Utilizing TELPAS to Guide Instruction 9:00-10:00 - JH Library 11:00 - 12:00 - WHS Library 3:00-5:00 pm DJH 6th Grade/New Student Orientation	7 District Convocation - WHS - 8:30 Breakfast in WHS Cafeteria Lone Star Theater - AM Session Return to Campus in afternoon 5:00pm WHS Fish Camp	8 Campus In-Service Youth Mental Health First Aid 8:00-3:30 TBA (in person offering for all staff who have not received the required 1 time training yet)	9 Back to School Fiesta - Barnabas Connection (8:00 - 3:00)
11 Campus In-Service SPED Teachers 8:30-3:30 SPED Para - Nuts & Bolts AM SPED Para - Nuts & Bolts PM Times/Locations are TBA Safe & Secure Planning Team Meeting (APs & Oper. Directors), 1:00-3:00 in WISD Boardroom	12 Campus In-Service BHP/JWE Campus Workday Meet the Teacher Alpha / BHP / JWE A to I 2:00-2:45 5:45-6:30 J to R 3:00-3:45 4:15-5:00 S to Z 4:00-4:45 5:00-5:45	13 Campus In-Service	14 First Day of School for Students Students are BACK! Have a GREAT YEAR!	15	16
18 School Board Meeting	19 Training on and after July 31 does not count toward Exchange Day.	20 Asterisk* Indicates workshop is in Eduphoria	21	22	23

Wimberley Independent School District
Professional Development/In-Service
July/August 2025 – 2026
****UPDATED July 23, 2025****

Wimberley ISD
Excellence. Innovation. Service.

Dates to Remember

***Not inclusive of all upcoming dates*. Events in the week of 7/28-7/30 are Exchange Day Professional Development. July 31 , 2025 is the first official day of In-Service. Please plan your summer calendar to be available for Exchange Day Professional Development to have all 18 hours complete and documented prior to August 14.**

State mandated training for teachers and aides per the SBEC Clearinghouse to be covered during in-service.

1. Suicide Prevention - Counselors/Director of Student Support Services
    a. Suicide prevention and postvention
2. Strategies for establishing and maintaining positive relationships among students, including conflict resolution - Counselors/Director of Student Support Services
    a. Building skills related to managing emotions
    b. Establishing and maintaining positive relationships, and responsible decision making
3. Preventing, identifying, responding to, and reporting incidents of bullying. - Counselors/Director of Student Support Services/Assistant Principals
    a. Positive youth development
    b. Bullying and cyberbullying
4. Safety Training Program - Athletic Director/Campus Principals
    a. UIL Safety Training
5. Increasing awareness of issues regarding sexual abuse, sex trafficking, and other maltreatment of children - Counselors/Director of Student Support Services/Director of Safety
    a. Human trafficking
    b. Dating violence
6. Increasing awareness and implementation of trauma-informed care - Counselors/Director of Student Support Services
    a. Grief informed and trauma training
7. Administration of epinephrine auto-injector - Campus/District Nurse
    a. Epinephrine auto-injector training
    b. Bloodborne Pathogen/Universal Precautions, seizure recognition, first-aid

State mandated trainings for teachers and aides that will be covered during the school year:

- Test Administration and Procedure Training - Campus/District Testing Coordinators
- Cyber Security Training – Director of Technology/Campus Principals
- Trauma Injury – Stop the Bleed - Campus/District Nurses
- Safety Training – Director of Safety/Campus APs

Wimberley ISD
Excellence. Innovation. Service.

Exchange Day Guidelines for Teachers 2025-2026

What are Exchange Days?

The Exchange Day Program provides employees on 187-day work contract opportunities to pursue professional learning in exchange for 3, paid workdays during the school year. For the 2025-2026 school year, these days are July 30, April 6 and May 26. Each of these days is provided in exchange for six hours of non-contract time professional learning totaling eighteen hours.

Why does Wimberley ISD have an Exchange Day Program?

Wimberley ISD has a tradition of excellence and that begins with our students and teachers. The relationship between effective teachers and high student achievement strives to create a culture valuing teacher learning and growth by making quality professional learning an essential component of improvement plans. Quality professional learning exhibits the following characteristics:

- Focuses on teachers as central to student learning
- Focuses on individual, collegial, and organizational improvement
- Is results-driven and job-embedded
- Is curriculum-centered and standards-based
- Reflects best available research and practice in teaching, learning and leadership
- Enables teachers to develop further expertise in subject content, teaching strategies, uses of technologies and other essential elements that support high standards of teaching
- Is evaluated based on its impact on teacher effectiveness and student learning
- Focuses on developing teachers' capacity in one or more of the domains under T-TESS
    - Domain 1: Planning
    - Domain 2: Instruction
    - Domain 3: Learning Environment
    - Domain 4: Professional Practices and Responsibilities

Research emphasizes the central role of content knowledge and pedagogical expertise in student achievement. Professional learning should be in the areas of curriculum and instruction. In cases where a teacher may have a dual teaching assignment of both core content and enrichment courses (e.g. science and coaching), Exchange Day credits should reflect no fewer than 12 hours in the assigned content area (including instructional technology) and 6 hours may be in other categories relevant to the employee's job assignment.

When do I earn credits for Exchange Days?

Eligible instructional employees may accumulate 18 hours of professional learning credit for use as Exchange Days during any non-contract time. Exchange Day credits may be earned from activities related to job assignments such as attendance at: training and workshops, conferences, guided curriculum writing and planning, pre-approved book studies, graduate-level courses and textbook adoption committees.

Where can I find Exchange Day opportunities?

Exchange Day credit will be planned and coordinated through campus administration. Summer opportunities through WISD, Educational Service Centers or Professional Organizations associated within your professional responsibilities will all be pre-approved and documented through campus administration.

Who is required to participate in Exchange Days?

Exchange Days are required of all professional employees on a 187 day work contract. If you are unsure if you qualify for Exchange Days, please contact your supervisor. A late-hire employee's eligibility will be determined by the campus principal or employee's immediate supervisor for non-instructional positions on a case-by-case basis.

How do I ensure my Exchange Day hours are approved?

The Exchange Day credit process includes both acquiring the training and appropriately entering the training into Strive. To qualify for Exchange Day credit, the employee must ensure the following criteria are met:

1. The employee receives prior approval from the principal and ensures the professional learning meets the criteria for Exchange Day credit.
2. The employee accumulates 18 hours of professional learning for Exchange Days and ensures the sessions are reflected in their Strive Professional Learning Portfolio as "approved" by 10 working days prior to the Exchange Day.
3. The employee ensures there is appropriate documentation of attendance at professional learning, e.g., signing in and completion of any surveys at the in-district professional learning or submitting an official certificate of attendance/transcript for outside-of-district professional learning in Strive.
4. The employee tracks Exchange Day credits by checking Strive Professional Learning Portfolio.

Professional Learning will be entered in Strive by:

- District-wide/district level PD will be entered into Strive by the District workshop facilitator.
- Campus-based/campus-initiated will be entered by the Campus Administrator/facilitator.
- Out-of-district will be entered by the employee into Strive.

Are there any penalties for not completing the Exchange Day process?

Since July 30, April 6 and May 26 are paid contract days, eligible staff not completing the hours of professional learning and/or not appropriately entering the hours into Strive before the Exchange Day will be docked state personal leave or, if no personal leave is available, then salary.

Criteria for Exchange Days:

Professional learning approved for Exchange Day credit may vary from campus to campus based on the Campus Improvement Plan (CIP) and District Improvement Plan (DIP) goals. The Administrative Team determines criteria and approves credit for Exchange Days. For 2025-2026, Exchange Day credits must come from the following categories:

- Twelve hours in assigned content area
- Six hours of professional development relevant to the employee's job assignment

Professional learning eligible for Exchange Days will:

- be completed outside of contract hours (e.g. before/after school, weekends, holiday and summer vacation).
- be data-driven, aligned with CIP/DIP and designed to improve instruction, student achievement or aligned with mandatory training requirements.
- be related to the current assignment.
- be aligned to curriculum standards and/or related to required professional learning.

Questions about Exchange Days, please reach out to your Campus Principal or Jason Valentine.



WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
WIMBERLEY, TEXAS

Subject: PK-2 Instruments and Dyslexia Screening **Date: August 25, 2025**

Presenter: J. Valentine

Consent

1. **BACKGROUND INFORMATION**

HB 2, Article 5 requires the commissioner to adopt lists of reading and mathematics instruments for districts to use at beginning of year (BOY), middle of year (MOY), and end of year (EOY) in kindergarten-grade 3 to measure foundational literacy and numeracy skills. HB 2 permits a school district to comply with the requirements to administer these instruments by administering a reading or mathematics instrument selected by the board of trustees of the school district that meets statutory requirements until the commissioner adopts the list of reading and mathematics instruments.

This was implemented in a very short time frame and the list is incomplete. In the meantime, we are asking you to approve our plan to use assessment instruments that meet statutory requirements, but are not on the list at this time. We will continue to use our CIRCLE Test, NWEA Fluency and MAP for our Dyslexia Screener, BOY, MOY and EOY Assessments.

2. **ADMINISTRATIVE RECOMMENDATION**

Approve as presented

3. **BOARD ACTION REQUIRED**

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION

Subject: Texas A&M Agrilife Extension-Adjunct Faculty

Date: August 25, 2025 **Presenter: Dr. Bonewald**

Consent

BACKGROUND INFORMATION
Annually, in August, Texas A&M AgriLife Extension requests the Board approve the Adjunct Faculty Agreement

ADMINISTRATIVE RECOMMENDATION
Review and Approve Adjunct Faulty Agreement Proposed by Texas A&M AgriLife Extension Service for Hays County

BOARD ACTION REQUIRED
Yes

Texas A&M AgriLife Extension Office
Hays County
200 Stillwater Rd, Ste 102
Wimberley, TX 78676
(512) 393-2120
hays-tx@tamu.edu

TEXAS A&M AGRILIFE EXTENSION

August 13th, 2025

Dr. Greg Bonewald
Wimberley ISD
951 FM Rd 2325
Wimberley, TX 78676

Dear Dr. Bonewald,

On behalf of the Texas A&M AgriLife Extension Office for Wimberley ISD Staff, we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Wimberley Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

Hays County requests the agents listed on the enclosed Adjunct Faculty Agreement be considered awarded adjunct staff member status for the period of time indicated on the agreement.

We hope the Wimberley Independent School District will accept this request. Please let us know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and the members of the Board of Trustees for your consideration of this request.

Sincerely,

Kate Blankenship
County Extension Agent:
Family and Community Health
Texas A&M AgriLife Extension Office
Hays County

Aaron McCoy
County Extension Agent:
Agriculture and Natural Resources
Texas A&M AgriLife Extension Office
Hays County

Tiffany Schell
4-H | Youth Program Coordinator
Texas A&M AgriLife Extension Office
Hays County

Attachment: Faculty Agreement Request

Texas A&M AgriLife Extension is an equal opportunity employer and program provider. Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Texas A&M AgriLife Extension Office
Hays County
200 Stillwater Rd, Ste 102, Wimberley, TX 78676
(512) 393-2120 | hays-tx@tamu.edu

TEXAS A&M AGRILIFE EXTENSION

ADJUNCT FACULTY REQUEST
Adjunct Faculty Agreement

THE STATE OF TEXAS | COUNTY OF HAYS

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Wimberley Independent School District, hereinafter referred to as "District." A quorum having been established; the Board proceeded to consider the appointment of the herein-named individuals as Adjunct Facility Members of the Wimberley Independent School District.

Upon consideration and vote of _____ in favor, Kate Blankenship, Aaron McCoy, and Tiffany Schell are hereby named as Adjunct Faculty Members of the Wimberley Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 14th day of August 2025 and remain in effect until the 21st day of May 2026
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	YEAR
Kate Blankenship	CEA-Family and Community Health	BS: Health Science	Texas A&M University: Corpus Christi	2005
Aaron McCoy	CEA-Agriculture and Natural Resources	BS: Plant & Soil Sciences	Texas Tech University	2017
Tiffany Schell	4-H | Youth Program Coordinator	BS: Applied Psychology	Colorado Christian University	2024

3. Adjunct Faculty Members will receive no compensation, salary, or remuneration from Wimberley Independent School District
4. Adjunct Faculty Members are and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct Faculty Members are and shall remain under the direct supervision of either the District Extension Administrator of District 10, Michael Haynes, or the County Extension Director.
6. Adjunct Faculty Members shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. The School District shall have no responsibility for any of such benefits or plans.

Adjunct Faculty Members shall direct the activities and participation of students of the School District in sponsored and approved activities as designated from time to time by Adjunct Faculty Members for which notice shall be given to the School District Administrative Personnel. Adjunct Faculty Members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct Faculty Members are not employees of the School District, and the School District does not nor shall not supervise, direct, or control the activities and/or participation of such, Kate Blankenship, Aaron McCoy, and Tiffany Schell, County Extension Agents who have/has been herein designated as an Adjunct Faculty Member.

This appointment is made by the Wimberley Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k)(1) of the Texas Administrative Code, authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Kate Blankenship, Aaron McCoy and Tiffany Schell, County Extension Agents, is not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Wimberley Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 2025.

_____ Independent School District

By: _____

Texas A&M AgriLife Extension is an equal opportunity employer and program provider. Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

WIMBERLEY INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION

Subject: Approval of Annual Extracurricular Status of 4-H Organization

Date: August 25, 2025 **Presenter: Dr. Bonewald**

Consent

BACKGROUND INFORMATION

Annually, Texas A&M AgriLife Extension requests the 4-H organization be sanctioned as an extracurricular activity.

ADMINISTRATIVE RECOMMENDATION

Review, Approve and sign Resolution for Extracurricular Status of 4-H Organization as Presented by Texas A&M AgriLife Extension Service for Hays County

BOARD ACTION REQUIRED

Yes

Texas A&M AgriLife Extension Office
Hays County
200 Stillwater Rd, Ste 102
Wimberley, TX 78676
(512) 393-2120
hays-tx@tamu.edu

TEXAS A&M AGRILIFE EXTENSION

August 13th, 2025

Dr. Greg Bonewald
Superintendent
Wimberley ISD
951 FM Rd 2325
Wimberley, TX 78676

Dear Dr. Bonewald:

On behalf of the 4-H members of Hays County, we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. The enclosed RESOLUTION should be presented for consideration at the next scheduled meeting of the Board of Trustees of Wimberley ISD. We further request that questions regarding this RESOLUTION be directed to us in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request.

Finally, we request that a signed copy of this RESOLUTION to be forwarded to us for our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Kate Blankenship
County Extension Agent:
Family and Community Health
Texas A&M AgriLife Extension Office
Hays County

Aaron McCoy
County Extension Agent:
Agriculture and Natural Resources
Texas A&M AgriLife Extension Office
Hays County

Tiffany Schell
4-H | Youth Program Coordinator
Texas A&M AgriLife Extension Office
Hays County

Enclosure: RESOLUTION
(Regarding EXTRACURRICULAR STATUS OF 4-H ORGANIZATION)

Texas A&M AgriLife Extension is an equal opportunity employer and program provider. Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Texas A&M AgriLife Extension Office
Hays County
200 Stillwater Rd, Ste 102
Wimberley, TX 78676
(512) 393-2120
hays-tx@tamu.edu

TEXAS A&M AGRILIFE EXTENSION

EXTRACURRICULAR STATUS REQUEST
Resolution Requesting Extracurricular Status For 4-H

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Wimberley Independent School District

meeting in public with a quorum present and certified, did adopt this resolution that recognizes the

Hays County

Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulation set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district whose rules shall be final.

Approved this _____ day of _____, 20_____.

_____ _____

Board of Trustee Superintendent

Texas A&M AgriLife Extension is an equal opportunity employer and program provider. Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Texas A&M AgriLife Extension Office
Hays County
200 Stillwater Rd, Ste 102
Wimberley, TX 78676
(512) 393-2120
hays-tx@tamu.edu

TEXAS A&M AGRILIFE EXTENSION

August 13th, 2025

Dr. Greg Bonewald
Wimberley ISD
951 FM Rd 2325
Wimberley, TX 78676

Dear Dr. Bonewald,

On behalf of the Texas A&M AgriLife Extension Office for Wimberley ISD Staff, we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Wimberley Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

Hays County requests the agents listed on the enclosed Adjunct Faculty Agreement be considered awarded adjunct staff member status for the period of time indicated on the agreement.

We hope the Wimberley Independent School District will accept this request. Please let us know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and the members of the Board of Trustees for your consideration of this request.

Sincerely,

Kate Blankenship
County Extension Agent:
Family and Community Health
Texas A&M AgriLife Extension Office
Hays County

Aaron McCoy
County Extension Agent:
Agriculture and Natural Resources
Texas A&M AgriLife Extension Office
Hays County

Tiffany Schell
4-H | Youth Program Coordinator
Texas A&M AgriLife Extension Office
Hays County

Attachment: Faculty Agreement Request

Texas A&M AgriLife Extension is an equal opportunity employer and program provider. Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Texas A&M AgriLife Extension Office
Hays County
200 Stillwater Rd, Ste 102, Wimberley, TX 78676
(512) 393-2120 | hays-tx@tamu.edu

TEXAS A&M AGRILIFE EXTENSION

ADJUNCT FACULTY REQUEST
Adjunct Faculty Agreement

THE STATE OF TEXAS | COUNTY OF HAYS

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Wimberley Independent School District, hereinafter referred to as "District." A quorum having been established; the Board proceeded to consider the appointment of the herein-named individuals as Adjunct Facility Members of the Wimberley Independent School District.

Upon consideration and vote of _____ in favor, Kate Blankenship, Aaron McCoy, and Tiffany Schell are hereby named as Adjunct Faculty Members of the Wimberley Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 14th day of August 2025 and remain in effect until the 21st day of May 2026
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	YEAR
Kate Blankenship	CEA-Family and Community Health	BS: Health Science	Texas A&M University: Corpus Christi	2005
Aaron McCoy	CEA-Agriculture and Natural Resources	BS: Plant & Soil Sciences	Texas Tech University	2017
Tiffany Schell	4-H | Youth Program Coordinator	BS: Applied Psychology	Colorado Christian University	2024

3. Adjunct Faculty Members will receive no compensation, salary, or remuneration from Wimberley Independent School District
4. Adjunct Faculty Members are and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct Faculty Members are and shall remain under the direct supervision of either the District Extension Administrator of District 10, Michael Haynes, or the County Extension Director.
6. Adjunct Faculty Members shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. The School District shall have no responsibility for any of such benefits or plans.

Adjunct Faculty Members shall direct the activities and participation of students of the School District in sponsored and approved activities as designated from time to time by Adjunct Faculty Members for which notice shall be given to the School District Administrative Personnel. Adjunct Faculty Members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct Faculty Members are not employees of the School District, and the School District does not nor shall not supervise, direct, or control the activities and/or participation of such, Kate Blankenship, Aaron McCoy, and Tiffany Schell, County Extension Agents who have/has been herein designated as an Adjunct Faculty Member.

This appointment is made by the Wimberley Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k)(1) of the Texas Administrative Code, authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Kate Blankenship, Aaron McCoy and Tiffany Schell, County Extension Agents, is not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Wimberley Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 2025.

_____ Independent School District

By: _____

Texas A&M AgriLife Extension is an equal opportunity employer and program provider. Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Texas A&M AgriLife Extension Office
Hays County
200 Stillwater Rd, Ste 102
Wimberley, TX 78676
(512) 393-2120
hays-tx@tamu.edu

TEXAS A&M AGRILIFE EXTENSION

August 13th, 2025

Dr. Greg Bonewald
Superintendent
Wimberley ISD
951 FM Rd 2325
Wimberley, TX 78676

Dear Dr. Bonewald:

On behalf of the 4-H members of Hays County, we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. The enclosed RESOLUTION should be presented for consideration at the next scheduled meeting of the Board of Trustees of Wimberley ISD. We further request that questions regarding this RESOLUTION be directed to us in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request.

Finally, we request that a signed copy of this RESOLUTION to be forwarded to us for our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Kate Blankenship
County Extension Agent:
Family and Community Health
Texas A&M AgriLife Extension Office
Hays County

Aaron McCoy
County Extension Agent:
Agriculture and Natural Resources
Texas A&M AgriLife Extension Office
Hays County

Tiffany Schell
4-H | Youth Program Coordinator
Texas A&M AgriLife Extension Office
Hays County

Enclosure: RESOLUTION
(Regarding EXTRACURRICULAR STATUS OF 4-H ORGANIZATION)

Texas A&M AgriLife Extension is an equal opportunity employer and program provider. Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Texas A&M AgriLife Extension Office
Hays County
200 Stillwater Rd, Ste 102
Wimberley, TX 78676
(512) 393-2120
hays-tx@tamu.edu

TEXAS A&M AGRILIFE EXTENSION

EXTRACURRICULAR STATUS REQUEST
Resolution Requesting Extracurricular Status For 4-H

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Wimberley Independent School District

meeting in public with a quorum present and certified, did adopt this resolution that recognizes the

Hays County

Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulation set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district whose rules shall be final.

Approved this _____ day of _____, 20_____.

_____ _____

Board of Trustee Superintendent

Texas A&M AgriLife Extension is an equal opportunity employer and program provider. Texas A&M AgriLife Extension provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

NOTICE OF GENERAL ELECTION
(AVISO DE ELECCION GENERAL)

To the Registered Voters of the Wimberley Independent School District, Hays County, Texas:
(A los votantes registrados del Distritvo Escolar Independiente de Wimberley, Condado de Hays, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on October 20, 2025, for voting in a general election to elect Trustees of the Wimberley Independent School District, Places 1, 2, and 3.
(Notifiquese, por las presente, que las casillas electorales sitados abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. el 20 de October de 2025 para votar en la Elección General para elegir La Junta Directiva del Distritvo Escolar Independiente de Wimberley, para Lugares 1, 2, y 3)

Location of Polling Place:
(Direccion de las Casillas Electorales:)

See attached list provided by Hays County Election Administrator
(Ver lista adjunta proporcionada por el Administrador Electoral del Condado de Hays)

Absentee Voting by personal appearance will be conducted each weekday at:
(La votación en ausencia en persona se llevará a cabo de lunes a viernes en:)

See attached list provided by Hays County Election Administrator
(Ver lista adjunta proporcionada por el Administrador Electoral del Condado de Hays)

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a:)

Jennifer Doinoff, Early Voting Clerk
(Secretario De Votacion Adelantada, Jennifer Anderson)
712 S. Stagecoach Trail, Suite 1012
San Marcos TX 78666-5999
(512) 393-7310

Applications for ballots by mail must be received no later than the close of business on October 23, 2025.
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocios el 23 Octubre de 2025.)

Issued this the 25th[th] day of August, 2025. *(Emitada este dia 25 de August de 2025.)*

_____
Signature of Board President
(Firma del Presidente de la Junta)