



Board of Trustees  
Agenda of Regular Meeting  
Monday, October 27, 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. Special Recognition
  - A. WHS Team Tennis
  - B. Recognition of Marnie Moore for her service as SHAC Chair
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. Strategic Plan Update - Priority 3, Strengthen Community Excellence
  - B. Bond Update: Schematic Design Review
5. Action Items
  - A. Consideration and Possible Action to adopt the Delivery Method for Construction Services for Bid Packages 1 (Site and Pavement Projects), 4 (Baseball/Softball Complex), 5 (Roofing & HVAC Projects) and 6 (Multicampus Improvements) in accordance with Texas Government Code Chapter 2269.
  - B. Consider the approval of the contract with Musco Sports Lighting, LLC. for the Baseball/Softball Complex lighting replacement.
  - C. Consider the approval of purchasing student devices through CDW as part of the 2025 Bond Program.
  - D. Discuss and Consider the Fall 2025 Wimberley ISD Library Book Order
6. CFO's Report - Chief Financial Officer, Michael Doyle
  - A. Financials
7. Board President Report- Announcement of the Annual Board of Trustees Continued Education
8. Superintendent's Report
9. Consent Agenda - Presiding Officer Discussion and necessary action - The following items may be considered for approval in part or in entirety.
  - A. Student Enrollment and Attendance
  - B. Minutes of the Regular Meeting - September 15, 2025
  - C. Wash Gallegos, Kyle Robinson & Roalson P.C. Annual Retainer Agreement
  - D. Budget Amendment #1
  - E. Consider possible revision to the 2025-26 WISD Stipend Pay Structure.
10. 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*

11. The Board will reconvene and take possible action on items discussed in executive session - Presiding Officer
12. Prepare for next meeting - Presiding Officer Discussion to include, but not limited to:  
Set date, time, and place of next meeting, upcoming agenda items
13. Adjourn - Presiding Officer



**O'CONNELL**  
ROBERTSON



**Wimberley ISD**  
*Excellence. Innovation. Service.*

**AG|CM**  
INC.



# WISD Construction Bond 2025 Update

10-27-25

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:**  
Bartlett Cocke

**AG|CM Scope of Services:**  
Project Management

**Architect:**  
Oconnell Robertson

**Anticipated Completion Date:**  
Spring 2028

## Presentation Outline (High Level)

- Activities Since Last Update
- Budget Update
- Schedule Update
- Upcoming Activities
- Board Meeting Lookahead

# Wimberley ISD Bond 2025 Construction Update

## Activities Since Last Update:

- The Schematic Design for Bid Packages 2 & 3 is complete- User Groups engaged for input at a more detailed level for Design Development
- The Schematic Design estimate report for Bid Packages 2 & 3 was provided by Bartlett Cocke and independently by AGCM
- The Schematic Design Estimate report for BP 2&3 is under review for adjustments as the design continues to evolve (additional information is obtained)
- Value Options are in progress as we progress to Design Development
- The next phase of design will include more details in the drawings and the Estimate Report
- Wimberley Planned Development District Overlay for Danforth Property



## Activities Since Last Update:

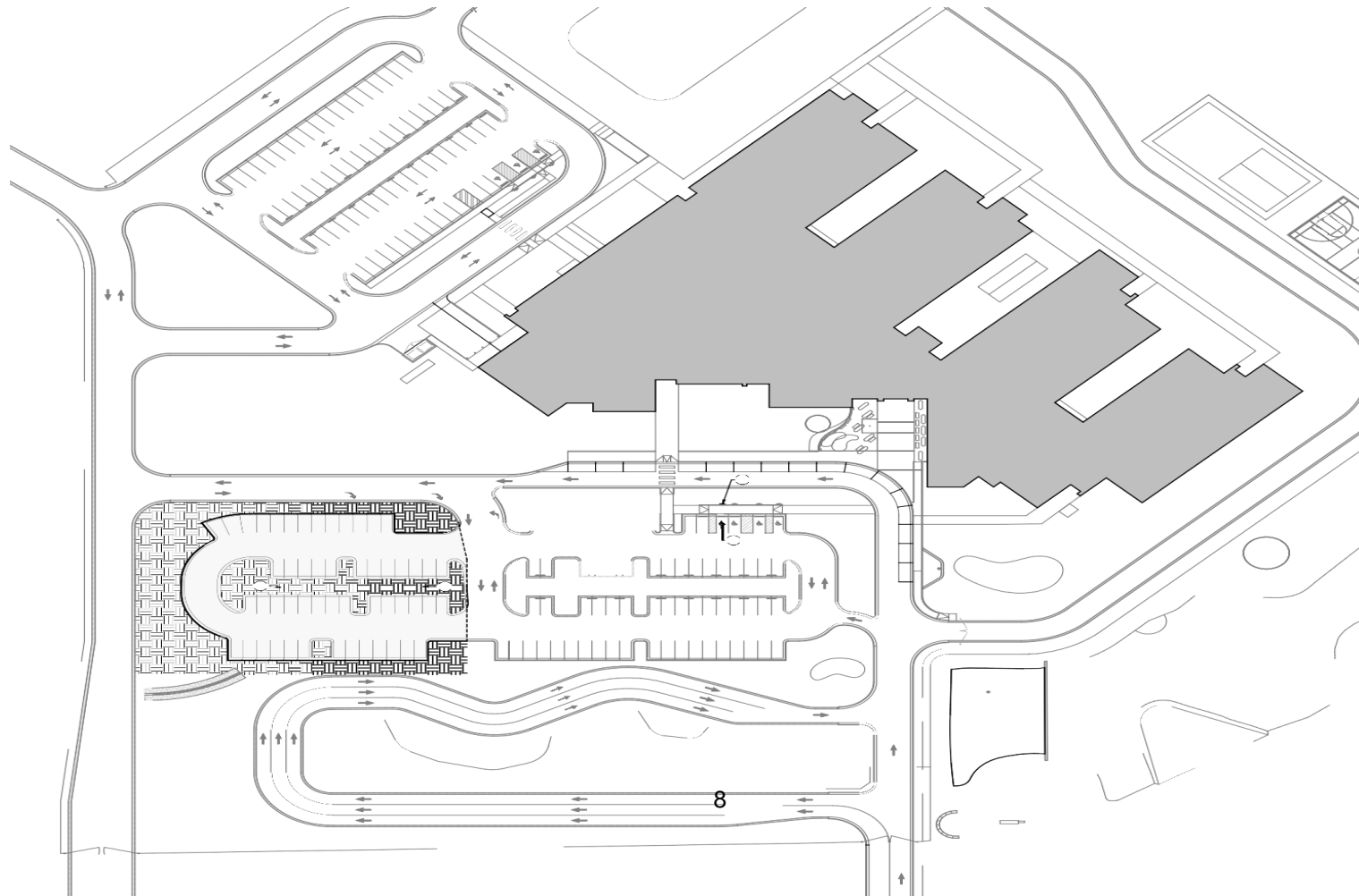
Completed Services Include:

- Master Service Agreements-Architecture, Civil Engineering, Geotechnical Engineering, Surveying, Structural Engineering, Asbestos Testing/Monitoring
- Surveying services are completed for all sites
- Geotechnical Borings for all locations
- Bartlett Cocke General Contractors contract has been executed as the Construction Manager at Risk for Bid Packages 2 & 3
- Asbestos Sampling has been completed
- Replatting has started



# Wimberley ISD Bond 2025 Construction Update

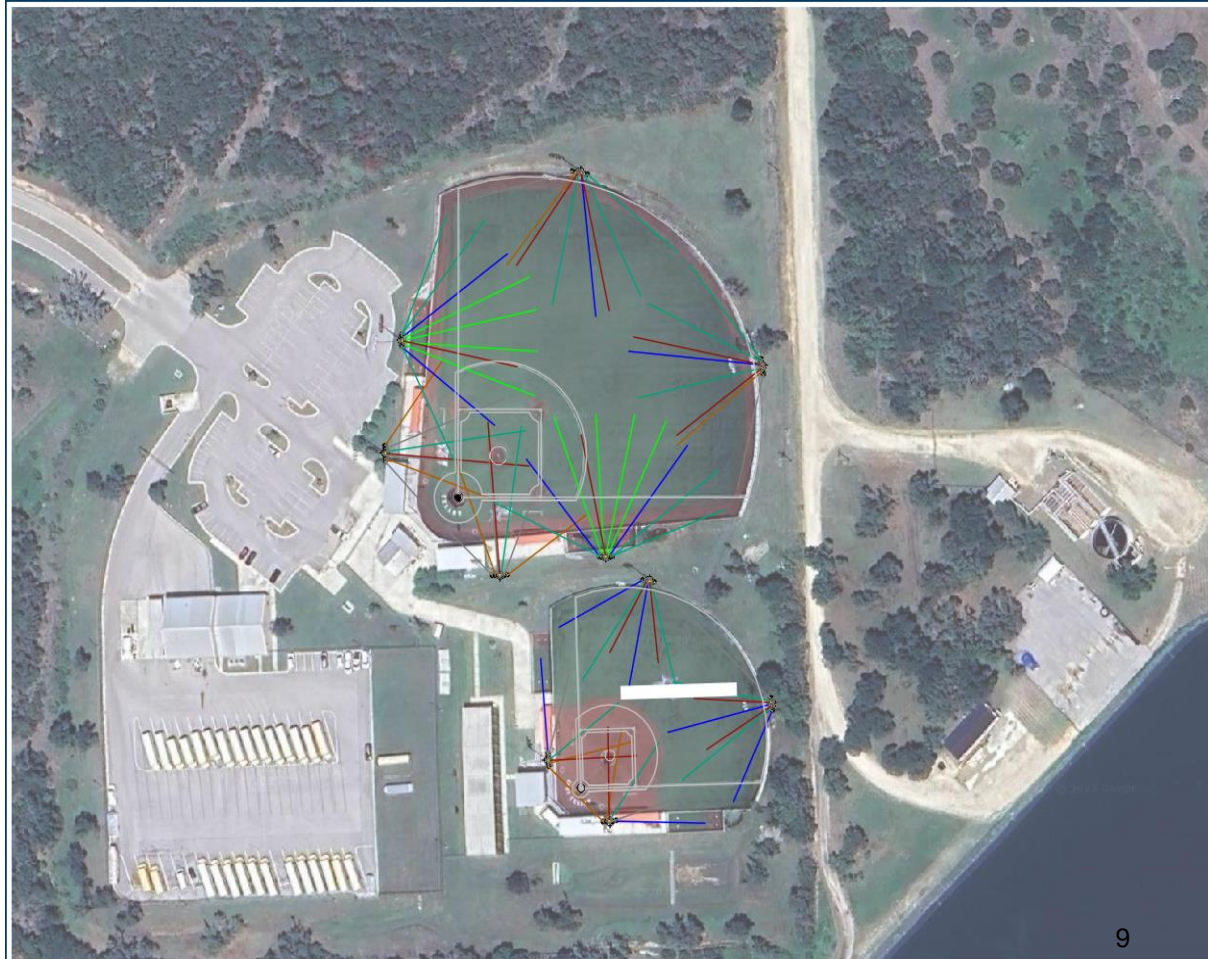
Bid Package 1 Blue Hole Primary Parking  
Procurement Method Competitive Sealed Proposal  
Construction scheduled for Spring 2026 – Summer 2026



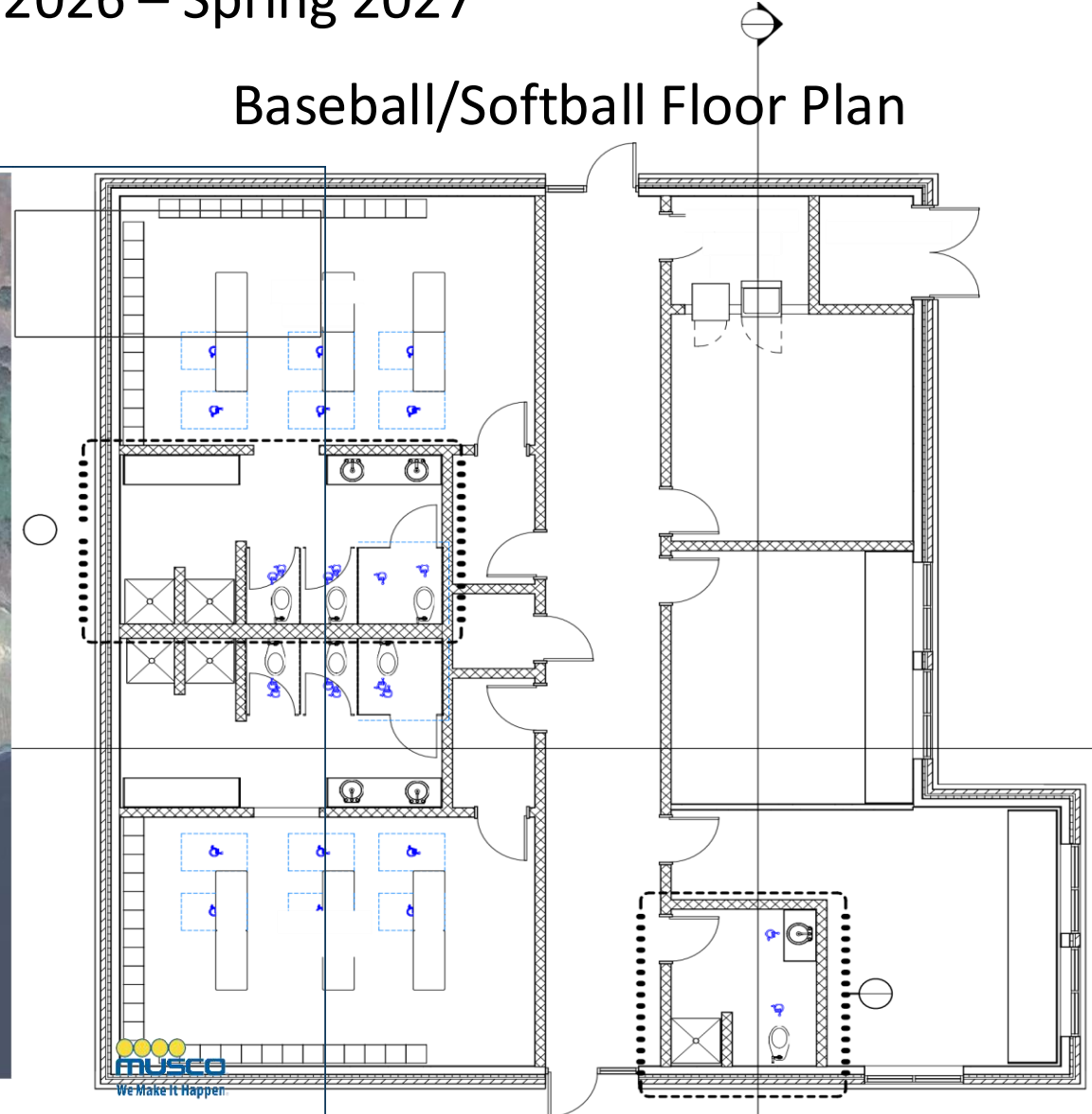
# Wimberley ISD Bond 2025 Construction Update

Bid Package 4 Construction Summer 2026 – Spring 2027

## Baseball/Softball Lighting Plan



## Baseball/Softball Floor Plan



# Wimberley ISD Bond 2025 Construction Update

Bid Package 5 Construction Spring 2026 – Summer 2026  
Multicampus Mechanical and Roofing BHP, JWE, Scudder  
Procurement Method Competitive Sealed Proposal



# Wimberley ISD Bond 2025 Construction Update

Bid Package 6 Construction Spring 2026 – Summer 2026

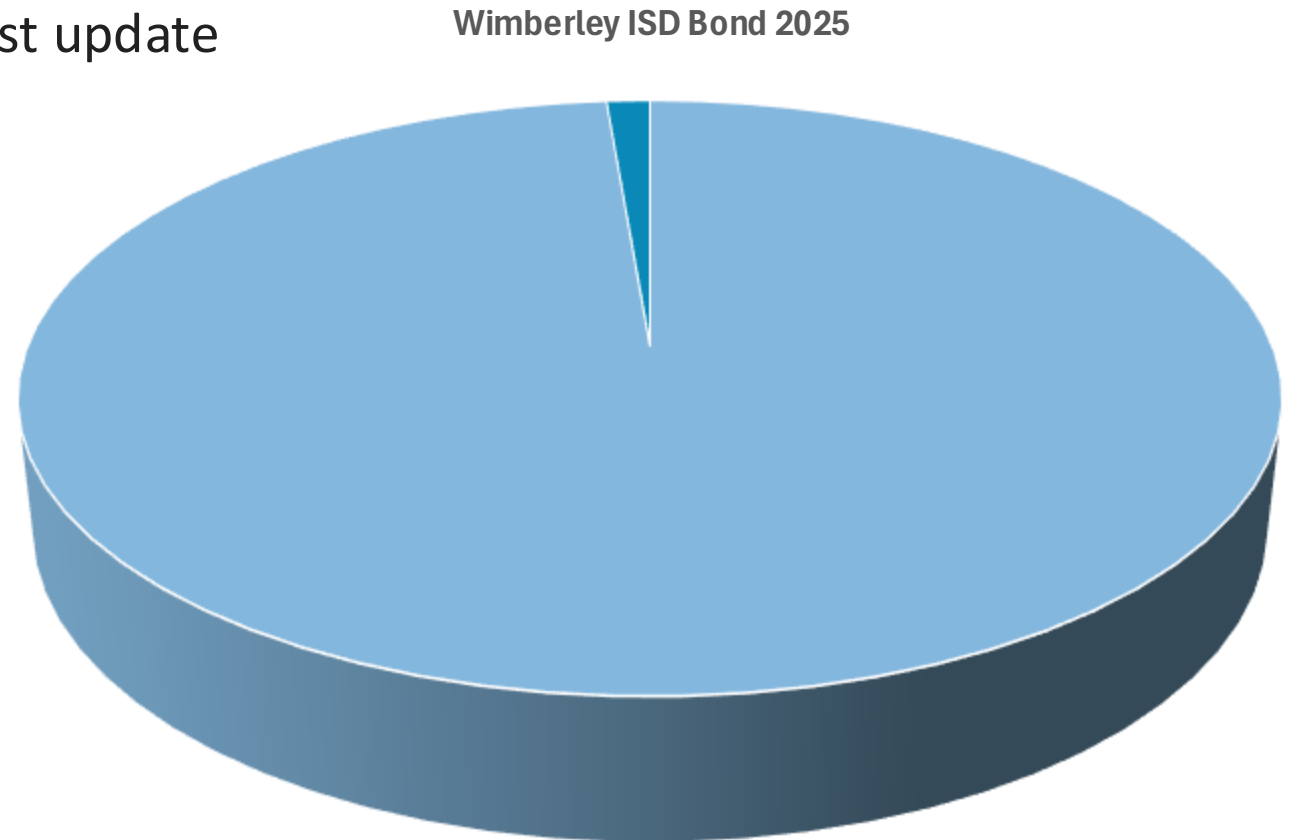
Multicampus Lighting, Intercom, Misc. FCA items, JWE, BHP, NOC  
Procurement method Competitive Sealed Proposal



# Wimberley ISD Bond 2025 Construction Update

## Budget Update: As of September 30, 2025

- Major Items Procured/Committed since last update
  - Surveying
  - Project Management
  - Architecture
  - Geotechnical
  - Civil Engineering
  - Structural Engineering
  - Asbestos Testing /Monitoring



## Schedule Overview:

### Major Milestones

- Bid Package 1 –Parking
  - **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: April 2026 -Band Practice Field
  - Construction Complete: Spring 2028
- Bid Package 4 – Baseball/Softball Complex
  - **Complete Design: Feb 2026**
  - Construction Start: Summer 2026
  - Construction Complete: Spring 2027
- Bid Package 5 – Multiple Campus Mechanical/Roofing BHP, JWE, Scudder
  - **Complete Design: Nov 2025**
  - Construction Start: Summer 2026
  - Construction Complete: Fall 2026
- Bid Package 6 – Multiple Lighting/Intercom/Misc FCA, JWE, BHP, NOC
  - **Design Complete: Dec 2025**
  - Construction Start: Spring 2026
  - Construction Complete: Summer 2026

## Upcoming Activities:

### Tonight

- Schematic Design Informational Update/Presentation
- Approval of Competitive Sealed Proposal (CSP) delivery on remaining Bid Packages
  - Musco Sports Lighting consideration

## Board Meeting Lookahead:

### November 17 Meeting

- Potential Review/Consideration of Commissioning Services
- Potential Review/Consideration Intercom/PA Projects
- Bid Package 1 Blue Hole Parking Presentation
- Bid Package 5 Multicampus Roofing/HVAC Presentation

# Wimberley ISD Bond 2025 Construction Update



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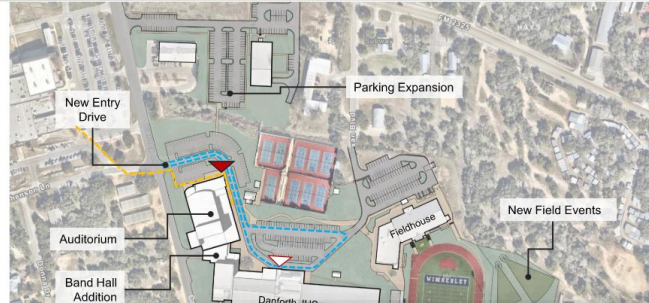
**A Professional Construction  
Management Firm**

10.27.2025

# Wimberley Independent School District Bond 2025 Projects



## Danforth Junior High - Site Plan



- WHS route to Auditorium
- Danforth parent loop
- ▼ DJHS Main Entry
- ▼ Auditorium Entry

## Danforth Junior High Campus Work

### Auditorium:

- 600 seat theater and support spaces
- Choir rehearsal hall
- Theater classroom

### Band Hall:

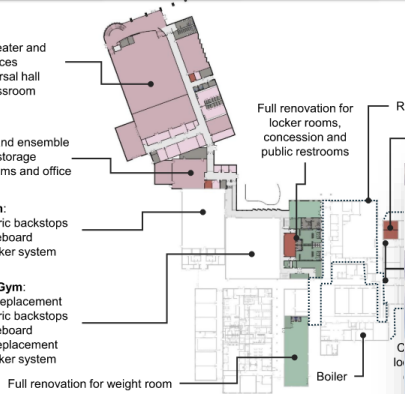
- Rehearsal and ensemble
- Instrument storage
- Practice rooms and office

### Auxiliary Gym:

- New electric backstops
- New scoreboard
- New speaker system

### Competition Gym:

- Bleacher replacement
- New electric backstops
- New scoreboard
- Flooring replacement
- New speaker system



Full renovation for locker rooms, concession and public restrooms

Replace roofs

Renovation for counselor suite

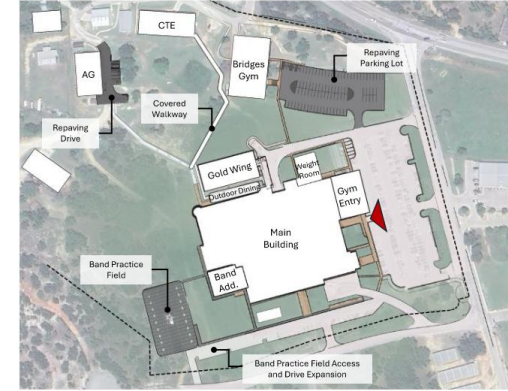
### Across building

- Security technology
- Flooring replacement
- Lighting replacement

## Danforth Junior High – Auditorium Exterior Concepts



## Wimberley High School – Site Plan



### Outdoor Dining

- General landscaping and hardscaping improvements
- Shade structure

### Bridges Gym Improvements

- Powered BB Goals
- Powered Bleachers
- Scoreboard + Sound Reinforcement
- Water Heater Improvements

### Site Connection

- Pedestrian path to new auditorium + overflow parking

▼ WHS Main Entry

### Existing Theater:

- Full renovation of theater shop and classroom to typical classrooms
- New corridor for classroom access

### Weight Room:

- 4,885 SF addition
- Interior corridor access from athletic locker rooms
- Storage + single-user restrooms

### Main Gym:

- New Bleachers
- Powered BB Goals
- New Floor + Lighting
- Scoreboard + Sound Reinforcement

### Gym Entry:

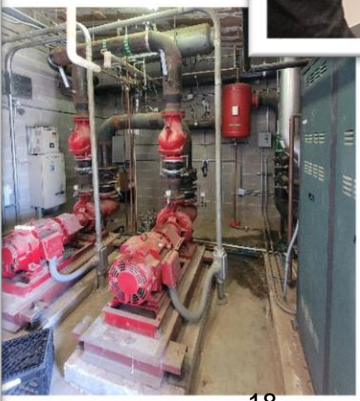
- 4,430 SF addition
- "Wall of Honor" – trophy and achievement display lobby
- Concessions, restrooms, storage

# 2025 WISD Bond Projects – September 17 Board Meeting Recap

# Schematic Design Process and Engagement

## Design Engagement

- 30+** User, client, and planning meetings
- On-site** investigation and analysis
- Facility** tours for performing arts and athletics



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# Danforth Junior High & Multipurpose Educational Auditorium



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# 2025 WISD Bond Program – Construction Cost Estimates

**Budget:** Bid Package 2 & 3 – WHS, DJHS, Texan Stadium, Activity Center \$ 85,178,400

**Schematic Design Estimate:** Bid Package 2 & 3 – WHS, DJHS, Texan Stadium, Activity Center \$ 86,049,185

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Total Variance \$ (870,785)

Schematic design estimates are an initial check of the cost of work and are subject to change

-next phase of design deliverable is the Design Development more defined design = more defined cost estimate

# Next Steps

**Design Development** Presentation

Move forward into **Contract Documents**

**Bid / GMP Approval** – November '25

March '26



**WIMBERLEY INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
WIMBERLEY, TEXAS**

**Subject:** Consideration and Possible Action to adopt the Delivery Method for Construction Services for Bid Packages 1 (Site and Pavement Projects), 4 (Baseball/Softball Complex), 5 (Roofing & HVAC Projects) and 6 (Multicampus Improvements) in accordance with Texas Government Code Chapter 2269.

**Date:** October 27, 2025

**Presented by:** Mike Doyle

**Action**

**1. BACKGROUND INFORMATION**

Bid Packages 1, 4, 5 and 6 have currently been identified as generally summarized below. The Competitive Sealed Proposal (CSP) method is being recommended on the above packages for the following reasons: ensures competition on price; allows WISD to select to contractor based on price and other relevant factors (not just lowest bidder); will allow more opportunity potentially for local, smaller contractors to participate in bond construction.

**2. ADMINISTRATIVE RECOMMENDATION**

Approve as recommended.

**3. BOARD ACTION REQUIRED**

*“I move that the Board select the Competitive Sealed Proposal (CSP) method as the delivery method for construction services for Bid Packages 1, 4, 5 and 6.”*

**Bid Package 1 – Estimated \$180,000**

Site and Pavement Projects

**Bid Package 4 – Estimated \$4.3 Million**

Baseball/Softball Complex Projects

**Bid Package 5 – Estimated at \$6.7 Million**

Scudder/Jacob's Well Roofing, HVAC and Site Projects

**Bid Package 6 – Estimated at \$3.9 Million**

Multicampus Improvements

**WIMBERLEY INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
WIMBERLEY, TEXAS**

**Subject: Consider the approval of the contract with Musco Sports Lighting, LLC. for the Baseball/Softball Complex lighting replacement.**

**Date: October 27, 2025**

**Presented by: Mike Doyle**

**Action**

**BACKGROUND INFORMATION**

As part of the 2025 Bond Program, Wimberley ISD conducted a comprehensive research and interview process with multiple sports lighting companies to identify the vendor that would provide the best overall value to the District. Following this process, WISD has selected Musco Sports Lighting, LLC, for the replacement of the lighting systems at the Baseball/Softball Complex.

The proposal from Musco Sports Lighting, LLC utilizes pricing available through the BuyBoard Purchasing Cooperative. By procuring through an approved BuyBoard contract, WISD ensures full compliance with applicable state procurement laws and District purchasing policies.

**ADMINISTRATIVE RECOMMENDATION**

Administration recommends that the Board approve the contract with Musco Sports Lighting, LLC for the Baseball/Softball Complex lighting replacement project.

**BOARD ACTION REQUIRED**

***"I move that the Board approve the contract with Musco Sports Lighting, LLC for the Baseball/Softball Complex lighting replacement."***

 **AIA**® Document A105® – 2017**Standard Short Form of Agreement Between Owner and Contractor**

**AGREEMENT** made as of the TWENTY-SEVENTH (27<sup>th</sup>) day of OCTOBER in the year TWO THOUSAND TWENTY-FIVE (2025)  
*(In words, indicate day, month and year.)*

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

Wimberley Independent School District, a political subdivision and public school district of the State of Texas  
951 FM 2325  
Wimberley, Texas 78676  
Phone: (512) 847-2414

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

Musco Sports Lighting, LLC, a limited liability company of the state of Iowa  
211 2<sup>nd</sup> Ave West  
Oskaloosa, Iowa 52577  
Phone: (800) 825-6020

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

Wimberley ISD May 2025 Bond Projects:  
Baseball and Softball Lighting

The Architect: \* Architect herein shall mean Owner.  
*(Name, legal status, address and other information)*

\* Architect herein shall mean Owner.

The Owner and Contractor agree as follows:

**ADDITIONS AND DELETIONS:**

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

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

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE AND BONDS
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
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- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 This is a retrofit project and no new plans or specifications are required.

*(Paragraph Deleted)*

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User Notes:

(3B9ADA10)

(Table Deleted)

(Paragraph Deleted)

(Table Deleted)

.3 [Intentionally Deleted.]:  
(Table Deleted)

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

Exhibit A, Owner's Prevailing Wage Rate Schedule  
Exhibit B – Contractor's Proposal. To the extent any terms and conditions in the proposal conflict with those in this AIA A105 agreement, this agreement shall govern.

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
(Insert the date of commencement if other than the date of this Agreement.)

Upon Owner's issuance of a Notice to Proceed.

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
(Check the appropriate box and complete the necessary information.)

Not later than ( ) calendar days from the date of

By the following date: December 31, 2025

Provided that: (1) Owner's Notice to Proceed is provided by November 3, 2025; and (2) site is available to begin construction starting December 1, 2025

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$275,000.00)

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User Notes:

(3B9ADA10)

**§ 3.2** For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value
None. <i>(Table Deleted)</i>	

**§ 3.3** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

None.

**§ 3.4** Allowances, if any, included in the Contract Sum are as follows:  
*(Identify each allowance.)*

Item	Price
None. <i>(Table Deleted)</i>	

**§ 3.5** Unit prices, if any, are as follows:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
None. <i>(Table Deleted)</i>		

**ARTICLE 4 PAYMENTS**

**§ 4.1** Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12.

*(Paragraph Deleted)*

**§ 4.2** Undisputed payments remaining unpaid under the Contract on the 31st day after the date the Owner receives a properly documented Certificate of Payment from the Architect are considered overdue and in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251, shall bear interest from that date until the date that the Owner mails or electronically transmits payment, including accrued interest to that date.

**ARTICLE 5 INSURANCE AND BONDS**

**§ 5.1 CONTRACTOR’S INSURANCE**

**§ 5.1.1** The Contractor and the Contractor’s Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below, the Agreement, or elsewhere in the Contract Documents. No work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 5 have been satisfied, satisfactory evidence

Init.

of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Texas. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required under this Article 5. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in this Agreement, unless a different duration is stated below:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor 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: Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	\$1,000,000.00 each person
Products and Completed Operations	\$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage: Independent Contractors Contractual Liability	\$2,000,000.00 aggregate (Same limits as above) (Same limits as above)
Automobile Liability: Bodily Injury/Property Damage Property Damage	\$1,000,000.00 combined single limit \$1,000,000.00 each occurrence
Umbrella/Excess	\$1,000,000.00

**§ 5.1.2** The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be rated at least A-VIII by A.M. Best's Key Rating Guide. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

**§ 5.1.3** The General Liability and Automobile so issued in the name of Contractor shall also name the Owner and subcontractors as additional insureds, as their respective interests may appear. 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 Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor 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.

§ 5.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 5.1.5 The insurance required by Section 5.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 5.1.6 Contractor shall have its insurance carrier(s) furnish to Owner with ISO ACORD Form 25 insurance certificates specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance declarations pages. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 5.1.8 hereof shall apply.

§ 5.1.7 Contractor and its contractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its contractors are in force and the necessary certificates and statements pursuant to Section 5 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 5.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 5.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

#### § 5.1.9 Workers' Compensation Insurance Coverage.

##### .1 Definitions:

- .1.1 **Certificate of coverage ("Certificate").** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.
- .1.2 **Duration of the Project.** Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.
- .1.3 **Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096).** Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- .3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

- .4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:
  - .5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - .5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
- .7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- .9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:
  - .9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - .9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - .9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .9.4 obtain from each other person with whom it contracts, and provide to the Contractor:
  - (a) a certificate of coverage, prior to the other person beginning work on the Project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- .9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
- .9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- .9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.
- .10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)]

**§ 5.1.10** The Contractor shall provide an Installation Floater or Builder's Risk Insurance to cover the total value of the entire Project on a replacement cost basis, with the Owner named as a Loss Payee. Such insurance shall cover replacement cost of the Project (including additions and modifications) together with Contractor's equipment, materials and supplies relating to the Project which are on the job site, in transit to the job site or at a temporary storage location pending delivery to the job site. In addition, soft cost coverage for Architect's fees shall be included.

## **§ 5.2 PERFORMANCE BOND AND PAYMENT BOND**

**§ 5.2.1** If the Contract Sum in Article 3 is in excess of \$100,000, the Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in the amount equal to ONE HUNDRED PERCENT (100%) of the total combined accepted bid(s).

**§ 5.2.2** If the Contract Sum in Article 3 is in excess of \$25,000, the Contractor *is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in the amount equal to ONE HUNDRED PERCENT (100%) of the total bid as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.*

*(Table Deleted)*

**§ 5.2.3** The Bond(s) shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than AB@ in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this project.

Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code.

**§ 5.2.4** All bonds will be reviewed by the Owner for compliance with the Contract Documents prior to execution of the contract. In the event that the Owner has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

**§ 5.2.5** All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

**§ 5.2.6** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 5.2.7** Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.

**§ 5.2.8** By inclusion of this Subsection in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner and its agents and employees do not represent and will not be responsible for the surety's

interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Owner. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, its agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.  
*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

Owner’s representative:  
*(Name, address, email address, and other information)*  
Dr. Greg Bonewald, Superintendent  
Wimberley Independent School District  
951 FM 2325  
Wimberley, TX 78676  
Phone: (512) 847-2414  
Email: Greg.Bonewald@wimberleyisd.net

Contractor’s representative:  
*(Name, address, email address, and other information)*

### Ben Voelliger, Sales Representative

Musco Sports Lighting, LLC  
211 2<sup>nd</sup> Ave West  
Oskaloosa, Iowa 52577  
Phone: (512) 702-0952  
Email: ben.voelliger@musco.com

## ARTICLE 7 OWNER

§ 7.0.1 The Owner is the Board of Trustees of the Wimberley Independent School District and is referred to throughout the Contract Documents 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. Neither the Architect nor the Contractor may rely upon the direction of any employee of Owner who has not been so designated as Owner's representative. Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

§ 7.0.2 The Contractor acknowledges that no lien rights exist with respect to public property. Under the laws of the State of Texas, neither the Contractor nor any sub-contractor, mechanic, materialman or laborer, is entitled to acquire or attempt to acquire or contract for any lien upon the improvements covered by this Contract or the land upon which they are situated.

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is defective or not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### § 7.3 Owner's Right to Carry Out the Work

If the Contractor is in default on any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents, or fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies, correct such defaults or such non-conforming or defective Work. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

### § 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## ARTICLE 8 CONTRACTOR

### § 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect. If the

Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to Architect, the Contractor shall assume appropriate responsibility for any such performance and shall bear an appropriate amount of the attributable costs for correction. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents, however any apparent design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect.

### **§ 8.2 Contractor's Construction Schedule**

The Contractor's initial schedule shall be provided with the proposal in response to the Owner's procurement for this Project. As part of the response, Contractor shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The Contractor, promptly after being awarded the Contract, will also prepare and submit for the Owner's and Architect's information a Contractor's final coordinated construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and except as stated below shall be fully and solely responsible for the jobsite safety of such means, methods, techniques sequences or procedures. If the Contractor determines that such means, methods, techniques, or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed by the Owner, in writing, to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by Contractor, the Owner shall be solely responsible for any loss or damage arising solely from the Owner-required means, methods, techniques, sequences or procedures.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the Contractor shall make temporary connections for all utilities necessary during construction and shall remove them after completion of the Project.

Contractor shall provide and maintain sanitary facilities for workmen at the job in accordance with the laws of Texas and the code and ordinances of the City of Wimberley. Contractor shall completely remove such facilities when the Project is completed.

All or a portion of the work necessary to complete the Project may be done on or near buildings which presently are in use as schools, or will be so used before the completion of such Project, and the Contractor must take all precautions necessary to protect students, employees and the public during the term of such Construction Contract.

In conjunction with, but not in lieu of other requirements, Contractor may provide temporary construction fencing generally 4' tall and orange in color as necessary to protect the public and work. The Contractor is responsible for taking necessary precautions to protect the public from hazards associated with Contractor's construction site and protect Contractor's work from damage by the public.

The Contractor shall maintain protection measures in a state of good repair at all times for the duration of the project. Any condition of the protection measures which the Architect or Owner deems hazardous will be corrected

immediately. If such conditions are not corrected immediately upon verbal or written notice, the owner will correct the hazardous conditions and the cost of the corrective action will be deducted from the Contractor's payment.

Contractor shall provide and pay for, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Project Site is a public school campus, and will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

**§ 8.4.3** Unless otherwise indicated in the Contract Documents, all materials shall be new, in strict compliance with the Specifications and the best of their respective kinds. Before ordering any materials or doing any work, Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of any difference between actual dimensions and the measurements indicated on the Drawings. Any differences which may be found shall be submitted to Architect for Architect's consideration and instructions before ordering material or proceeding with the work. Materials shall be furnished at such times and in such quantities as to insure the uninterrupted progress of the work according to schedule. Materials stored shall be properly protected from weather or damage. Upon receipt of notice from Architect that any material placed in the Project or on the site is not of the quality specified or has been improperly placed, Contractor shall remove same from the site or have same replaced, as the case may be, within seventy-two (72) hours after receipt of such notice.

**§ 8.4.4 Handling Materials.** Contractor shall be responsible for the proper care and protection of all materials, tools and equipment delivered to the site for his use. Chiller equipment stored off-site shall be stored at a bonded warehouse provided by Contractor. When any room of the Project is used as a shop, storeroom, or otherwise, the Contractor will be held responsible for any repairs, patching or cleaning arising from such use. Contractor shall protect and be responsible for any damage to his work or material, from the date of the Contract until the date of acceptance, and shall make good without cost to Owner, any damage or loss that may occur during this period. Cement, lime, gypsum and other materials affected by the weather shall be covered and protected to keep them free from damage at all times. Contractor shall store all materials as directed, in a manner that will allow the Architect or Owner's representative to inspect them. Should any material be found defective or in any way not in accordance with the Contract, such material, without regard to the stage of completion, may be rejected by Architect and, if so rejected, shall be removed at once from the premises by Contractor installing same.

**§ 8.4.5 Substituted Materials, Products, Methods or Services.** In certain instances, specific materials, products, methods and services have been specified by brand or trade-name partly for the purpose of establishing the effect or standard of quality desired. Upon the prior written approval of Architect, substitutions for such specifically named materials, products, methods or services may be made provided the materials, products, methods or services desired to be substituted have been proven to Architect to provide the effect or standard of quality desired. The decision of the Architect is absolute and final.

**§ 8.4.6 Salvaged Materials.** Used materials belonging to Owner or obtained from demolition or excavation operations at the site of the Project and reconditioned for incorporation into the Project are hereafter termed "salvaged materials". Similar materials, owned by parties other than Owner and purchased, or to be purchased, for incorporation into the Project, are termed "second hand material". Salvaged materials may be incorporated into the Project only if allowed in the Contract Documents.

**§ 8.4.7 Cooperation with Owner and City Building Officials.** When required, Contractor shall notify the proper official of the City of Wimberley in advance of all stopping and starting of construction. Contractor shall cooperate with City officials at all times. If any authorized City official, or authorized representative of Owner, should deem an inspection necessary, Contractor shall provide the proper facilities to insure that such official, or representative,

can conveniently examine and inspect the work. The Contractor shall document all City inspections by recording the date and time of the inspection and the name of the inspector. This information shall be submitted by the Contractor to the Architect on a monthly basis along with Contractor's request for payment. The contractor shall submit copies of all City permits, interim inspections, and final inspections, including a Certificate of Occupancy where required, for the project showing compliance with code requirements of the entities with jurisdiction with the Record Documents for the Project.

#### **§ 8.4.3 PREVAILING WAGES**

The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

**§ 8.4.3.1** In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Contract as **Exhibit A**, attached hereto and incorporated herein, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

**§ 8.4.3.2** A Contractor or Subcontractor who violates the provisions of Section 8.4.3 shall pay to Owner the sum of Sixty Dollars and No/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

**§ 8.4.3.3** Substitutions will not be accepted unless approved through the procedures set forth in the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum, regardless of acceptance or rejection, amounts paid to the Architect to evaluate the Contractors proposed substitutions. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

**§ 8.4.3.4** The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

#### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

**§ 8.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

**§ 8.5.2** The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from subcontractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents.

**§ 8.5.3** Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

**§ 8.5.4** The warranty provided in Section 8. shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by Owner. In addition, Owner shall have the 10-Year Product Assurance and Warranty Program as provided in Section D (Warranty) in Exhibit B.

**§ 8.5.5** The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 8.5.1 and 8.5.2 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

**§ 8.5.6** Except when a longer warranty time is specifically called for in the Specification Sections, herein, or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one (1) year warranty on each phase or building which is substantially complete will expire, and dates of Final Completion. Prior to termination of the one (1) year warranty period, Contractor shall accompany the Owner on re-inspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the re-inspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within three (3) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one (1) month prior to the expiration date, Contractor's warranty obligations described in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

**§ 8.5.7** Warranties shall become effective on a date established by the Owner in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire work, unless otherwise provided by the terms of the 10-year Product Assurance and Warranty Program as provided in Section D (Warranty) in the attached Exhibit B. Warranties for work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the work is completed or corrected and accepted by the Owner or the date of final payment.

#### **§ 8.6 Taxes**

The Contractor shall not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS. Contractor shall cooperate with Owner, take such action and execute such documents as may be necessary so that Owner may utilize its exemption from the Texas Sales and Use Tax for materials used in such Project. The tax-exempt identification number for the Wimberley Independent School District is 1-74-6000464-1.

#### **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and

regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### **§ 8.12 Indemnification**

**§ 8.12.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 8.12 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 8.12.**

**§ 8.12.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 8.12.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

**§ 8.12.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF**

**CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.**

**§ 8.12.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 8.12.1.**

**§ 8.12.4** Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

**§ 8.13.** Contractor, upon completion of the Project, shall furnish Architect with record drawings showing actual location in line and elevation of all new exterior utility lines within the limits of the site and of any relocation from that shown on the Drawings of concealed piping, wiring, cable or conduit within the lines of the building.

## **ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, in accordance with the Contract Documents, the Architect will review and certify the amounts due the Contractor.

**§ 9.5** The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents.

**§ 9.6** The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 9.7** On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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

**§ 9.9** The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## **ARTICLE 10 CHANGES IN THE WORK**

**§ 10.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

**§ 10.2** The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

**§ 10.3** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## **ARTICLE 11 TIME**

**§ 11.1** Time limits stated in the Contract Documents are of the essence of the Contract.

**§ 11.2** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

**§ 11.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## **ARTICLE 12 PAYMENTS AND COMPLETION**

### **§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **§ 12.2 Applications for Payment**

**§ 12.2.1** Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price as applicable, the Contractor shall submit to the Architect, before the first Application for Payment, or, in the case of a Guaranteed Maximum Price, concurrent with the Guaranteed Maximum Price Proposal, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect or Owner, shall be used in reviewing the Contractor's Applications for Payment. The period covered by each Application for Payment shall be one (1) calendar month, ending on the last day of the month.

**§ 12.2.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.2.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

### § 12.3 Certificates for Payment

§ 12.3.1 In each Application for Payment, Contractor shall certify that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filing of any mechanics' or materialmen's liens on the Work, and that releases from all subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

§ 12.3.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect in writing to the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

§ 12.3.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 12. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described herein, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;

- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 **delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of subcontractors and insurance requirements;**
- .9 **failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time;**
- .10 **evidence of financial inability to perform the Contract fully;**
- .11 **failure to submit record documents required by the Contract; or**
- .12 **failure of the Contractor to perform any other obligations of the Contract.**

§ 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in this Agreement.

#### § 12.4 Progress Payments

§ 12.4.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments for undisputed amounts in the manner and within the time provided in the Contract Documents, on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Payment shall be made by the Owner not later than thirty (30) days after approval of the Contractor's Application for Payment by the Architect. Owner shall provide written notification to Contractor within twenty-one (21) days if Owner disputes the Contractor's Certificate for Payment pursuant to Texas Government Code section 2251.041 *et. seq.*, listing the specific reasons for non-payment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents or Construction Documents. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as the basis for reviewing Contractor's Applications for Payment. Applications for Payment shall comply with all requirements of this Contract, including submission of the required certifications, and shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 12.4.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

§ 12.4.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment. Subject to the other provisions in the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%);
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner;
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate of Payment as provided for in this Contract; and
- .5 Upon Substantial Completion of the Work, add a sum sufficient to increase the total payments to ninety-five percent (95%) of the full amount of the Contract Sum, less such amounts as the Owner shall determine is necessary for incomplete work and unsettled claims.

§ 12.4.4 Retainage, if any, shall be withheld as set out in Section 12.4.3 above.

§ 12.4.5 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 12.4.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 12.4.7 The Contractor shall, as a condition precedent to any obligation of the Owner under this Agreement, provide to the Owner payment and performance bonds in the full penal amount of the Contract to the extent required by Texas Government Code Chapter 2253.**

### § 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the entire Project and all systems are fully complete and fully operable permitting Owner full and complete use of the entire Project, subject only to the correction or completion of minor finish work items the value of which shall in no event exceed one percent (1%) of the Contract Sum.

To be considered substantially complete, Contractor shall be complete with all required testing, HVAC Test, Adjust and Balancing, and Commissioning of electrical systems, HVAC systems, Building Automation Control Systems and other systems as applicable as required by the Contract Documents (including project manual), project specifications and drawings and the International Energy Conservation Code with Preliminary Report(s) being issued to Engineer and Owner for acceptance. Reports shall include a complete list of any deferred testing or deficiencies that require further remediation.

§ 12.5.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 12.5.3 Upon receipt of the Contractor's list, the Architect, accompanied by the Owner or Owner's representative, at the Owner's option, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work is substantially complete in accordance with Section 12.5.1, Architect shall issue Certificate of Substantial Completion and shall deliver to the Contractor a "Punch List" of all items which must be completed or corrected before the Work is ready for final inspection and acceptance, which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. If Contractor fails to fully and finally complete the Work within the time specified by the Architect for completion of the Punch List, then Contractor's name may be removed from the list of bidders acceptable to the Owner for the construction of future projects. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. It is contemplated that Architect shall make no more than three (3) inspections after the Contractor notifies Architect that Contractor considers the Work substantially complete. If upon completion of the third inspection, the Work has not progressed to the point that the Architect can certify that the Work is fully and finally complete in accordance with the Contract Documents, the cost of all additional inspections by the Architect shall be charged to and borne by the Contractor.

§ 12.5.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

**§ 12.5.5 Liquidated Damages.** The Contractor acknowledges that time is of the essence in completing the Work. The Contractor further recognizes that the Owner will sustain actual damages in the event the Work is not substantially complete within the Contract Time, but that the amount of such damages would be difficult or impracticable to ascertain with reasonable certainty. Therefore, the parties agree that the Contractor shall pay the

Owner, as **liquidated damages and not as a penalty**, the amount of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) **per calendar day** for each day that Substantial Completion of the Work extends beyond the date required by the Contract. The Contractor agrees that the daily rate set forth above represents a reasonable estimate of the Owner's anticipated damages, including but not limited to administrative costs, loss of use, coordination with other trades, and disruption of district operations. The Owner may deduct any accrued liquidated damages from payments then or thereafter due to the Contractor. Assessment or withholding of liquidated damages shall not limit the Owner's right to terminate the Contract for default, nor waive or preclude recovery for costs, losses, or damages incurred by the Owner that are not addressed by this provision, including correction of defective work or costs to complete the Project after termination.

## **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a Certificate of Completion and a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 12 as precedent to the Contractor's being entitled to final payment have been fulfilled.

The Architect will not issue a Final Certificate for Payment and release of retainage unless all testing, HVAC Test, Adjust, and Balance, and Commissioning reports required by the Contract Documents (including project manual), project specifications and drawings and the International Energy Conservation Code are provided in their FINAL format showing that all findings of noncompliance have been corrected.

**§ 12.6.2** The Contractor shall not be entitled to final payment unless and until it submits to the Owner its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property, might be responsible have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

**§ 12.6.3** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 Contractor's Final Application for Payment is properly submitted and accepted by Owner; and
- .3 a final Certificate for Payment has been issued by the Architect.

**§ 12.6.4** The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the issuance of Owner's final Certificate for Payment. Final Certificate for Payment and release of retainage will not be considered unless all testing required by the Contract Documents (including project manual), project specifications and drawings are provided in their final format showing that all findings of noncompliance have been corrected.

**§ 12.6.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **§ 12.7 AUDIT**

Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data

stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

## **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

### **§ 13.1 SAFETY PRECAUTIONS AND PROGRAMS**

**§ 13.1.1** Contractor's employees, agents, and subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.

**§ 13.1.2** Contractor has adopted or will adopt its own policy to assure a drug and alcohol free work place while performing the Work.

**§ 13.1.3** Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal, that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

**§ 13.1.4** Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Work-free Workforce Policy, Drug-Free Workplace Act of 1988). Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.

### **§ 13.2 HAZARDOUS MATERIALS**

**§ 13.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Upon receipt of the Contractor's written notice, the Owner may obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor, and in the event such material or substance is found to be present, to cause it to be rendered harmless. Owner shall not be responsible for materials or substances brought to the site by the Contractor. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up. Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles; or (2) where the Contractor fails to perform the obligations under this section, except to the extent the cost and expense are due to the Owner's fault or negligence.

### **§ 13.3 CRIMINAL HISTORY RECORDS CHECKS**

#### **§ 13.3.1**

Prior to the commencement of work, Contractor 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 Contractor and Subcontractors 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").

**§ 13.3.2** If the Contractor or any Subcontractor determines that § 13.3.1 does not apply to an employee, the Contractor or Subcontractor shall make a reasonable effort to ensure that the conditions or precautions that resulted in the determination that § 13.3.1 did not apply to the employee continue to exist throughout the time that the contracted services are provided.

**§ 13.3.3** The requirements of § 13.3.1 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 Contractor adopts a policy prohibiting employees, including subcontractor 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.

**§ 13.3.4** If the Contractor is not a Qualified School Contractor, a person to whom § 13.3.1 applies must submit to a CHRI review by the Owner.

**§ 13.3.5** Owner and Contractor agree to destroy any CHRI obtained or indexed by the Federal Bureau of Investigation ("FBI") or Texas Department of Public Safety ("DPS") under this § 13.3.1 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.

**§ 13.3.6** 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 Contractor nor its Subcontractor 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, Contractor will exclude that person from assignment to the Project. To the extent the Owner, not the Contractor obtains the CHRI described in this § 3.4.5, Contractor 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.

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

**§ 13.3.8** Contractor 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, Contractor 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. Contractor 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 Article 14, Termination.

## **ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## **ARTICLE 15 MISCELLANEOUS PROVISIONS**

### **§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### **§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### **§ 15.3 Governing Law**

The Contract shall be governed by the laws of the State of Texas, without regard to the choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the county in which the Project is located. Any litigation to enforce or interpret any terms of the Contract or any other litigation arising out of or as a result of the Contract shall be brought in the State courts of said county.

## **ARTICLE 16 TERMINATION OF THE CONTRACT**

### **§ 16.1 Termination by the Contractor**

If the Work is stopped for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### **§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;
- .5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .6 engages in or permits serious or repeated worker misconduct in violation of Article 13;
- .7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or
- .8 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

### **§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## **ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

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

**§ 17.2** Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Independent Consultant has at least ten (10) full-time employees, then Independent Consultant represents and warrants to the District that the Independent Consultant does not boycott energy companies and will not boycott energy companies during the term of this Agreement. This section does not apply to a sole proprietorship.

**§ 17.3** Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Independent Consultant has at least ten (10) full-time employees, then Independent Consultant represents and warrants to the District that the Independent 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 this Agreement. This section does not apply to a sole proprietorship.

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

**§ 17.5** By signing this Agreement, the undersigned certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

**§ 17.6** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars (\$1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the

Owner.

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

§ 17.8 Pursuant to Texas Government Code Chapter 2273, Contractor represents and warrants that it not an abortion provider or an affiliate of an abortion provider.

§ 17.9 Electronic Signatures for Agreement. The Parties agree that this Agreement may be executed by electronic means, including electronic signature, and that such execution shall have the same force and effect as a handwritten signature for all purposes under Texas law. Pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code § 322.001 et seq.), each Party consents to the use of electronic records and signatures in connection with this transaction. Delivery of a signed counterpart of this Agreement by email in PDF format or by use of an electronic signature platform (e.g., DocuSign, Adobe Sign, Nitro) shall be effective as delivery of a manually executed counterpart and shall have the same legal effect as original signatures.

§ 17.10 The construction services for this project were procured using the interlocal purchasing cooperative method. This contract is through BuyBoard (Contract Number 779-25 for “Parks and Sports Field Lighting Projects and Installation Services”). The parties agreed to abide by all the requirements of the interlocal purchasing cooperative.

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

*(Paragraph Deleted)*

WIMBERLEY INDEPENDENT SCHOOL DISTRICT

MUSCO SPORTS LIGHTING, LLC

**DRAFT FOR BOARD APPROVAL – WILL  
SEND FOR ESIGNATURE FOLLOWING BD  
ACTION**

**DRAFT FOR BOARD APPROVAL – WILL  
SEND FOR ESIGNATURE FOLLOWING BD  
ACTION**

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

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

Dr. Greg Bonewald  
Superintendent of Schools  
Email: greg.bonewald@wimberleyisd.net

James Hansen  
:Secretary  
Email: secretary@musco.com

*(Printed name and title)*

*(Printed name and title of authorized representative)*

*(Table Deleted)*

# **Additions and Deletions Report for** **AIA® Document A105® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:15:35 on 10/23/2025.

## **PAGE 1**

**AGREEMENT** made as of the TWENTY-SEVENTH (27<sup>th</sup>) day of OCTOBER in the year TWO THOUSAND TWENTY-FIVE (2025)

...

Wimberley Independent School District, a political subdivision and public school district of the State of Texas  
951 FM 2325  
Wimberley, Texas 78676  
Phone: (512) 847-2414

Musco Sports Lighting, LLC, a limited liability company of the state of Iowa  
211 2<sup>nd</sup> Ave West  
Oskaloosa, Iowa 52577  
Phone: (800) 825-6020

...

Wimberley ISD May 2025 Bond Projects:  
Baseball and Softball Lighting

...

The Architect: \* Architect herein shall mean Owner.

...

\* Architect herein shall mean Owner.

...

The Owner and Contractor agree as ~~follows~~ follows:

## **PAGE 2**

5 INSURANCE AND BONDS

...

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

...

.2 the drawings and specifications prepared by the Architect, dated —, and enumerated as follows: This is a retrofit project and no new plans or specifications

...

are

...

required.

...

Drawings:

PAGE 3

Number

Title

Date

...

Specifications:

...

Section

Title

Pages

...

.3 addenda prepared by the Architect as follows: [Intentionally Deleted.]

...

**Number**

**Date**

**Pages**

...

Exhibit A, Owner's Prevailing Wage Rate Schedule

...

Exhibit B – Contractor's Proposal. To the extent any terms and conditions in the proposal conflict with those in this AIA A105 agreement, this agreement shall govern.

...

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

...

Upon Owner's issuance of a Notice to Proceed.

...

Not later than ( ) calendar days from the date of commencement.

...

By the following date: December 31, 2025

...

Provided that: (1) Owner's Notice to Proceed is provided by November 3, 2025; and (2) site is available to begin construction starting December 1, 2025

~~(\$ )~~ TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$275,000.00)

**PAGE 4**

**Portion of the Work**

**Value**

**Portion of the Work**

**Value**

...

Portion of the Work  
None.

Value

...

None.

...

Item

Price

Item

Price

...

Item

Price

None.

...

Item

Units and Limitations

Price per Unit (\$0.00)

Item

Units and Limitations

Price per Unit (\$0.00)

...

Item

Units and Limitations

Price per Unit (\$0.00)

None.

...

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows: 12.

...

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

...

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. Undisputed payments remaining unpaid under the Contract on the 31st day after the date the Owner receives a properly documented Certificate of Payment from the Architect are considered overdue and in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251, shall bear interest from that date until the date that the Owner mails or

...

*(Insert rate of interest agreed upon, if any.) electronically transmits payment, including accrued interest to that date.*

...

%

...

**ARTICLE 5 INSURANCE AND BONDS**

...

**§ 5.1 CONTRACTOR’S INSURANCE**

**PAGE 5**

The Contractor shall maintain the following types and limits of insurance. § 5.1.1 The Contractor and the Contractor’s Subcontractors shall purchase and maintain in force, insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the table below, the Agreement, or elsewhere in the Contract Documents. No work will be commenced, and no equipment or materials may be shipped, until all requirements of Article 5 have been satisfied, satisfactory evidence of insurance has been provided, and all required insurance is in full force and effect. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Texas. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction of Work as set forth in Section 14.2, subject or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor’s legal or contractual responsibilities to Owner or others. Contractor shall permit Owner to examine the insurance policies, or at Owner’s option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required under this Article 5. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in this Agreement, unless a different duration is stated below:

...

<u>Workmen’s Compensation: (Including Waiver of Subrogation Endorsement)</u>	<u>All liability arising out of Contractor’s employment of workers and anyone for whom Contractor shall be liable for Worker’s Compensation claims. Worker’s Compensation is required and no "alternative" form of insurance shall be permitted.</u>
<u>Employer’s Liability:</u>	<u>\$1,000,000.00</u>
<u>Commercial General Liability: Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>General Aggregate</u>	<u>\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)</u>
<u>Personal &amp; Advertising Injury</u>	<u>\$1,000,000.00 each person</u>
<u>Products and Completed Operations</u>	<u>\$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)</u>
<u>Property Damage: Independent Contractors Contractual Liability</u>	<u>\$2,000,000.00 aggregate (Same limits as above) (Same limits as above)</u>
<u>Automobile Liability: Bodily Injury/Property Damage Property Damage</u>	<u>\$1,000,000.00 combined single limit \$1,000,000.00 each occurrence</u>
<u>Umbrella/Excess</u>	<u>\$1,000,000.00</u>

...

to the terms and conditions set forth in this Section 5.1:§ 5.1.2 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be rated at least A-VIII by A.M. Best’s Key Rating Guide. The Owner’s Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

...

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form,5.1.3 The General Liability and Automobile so issued in the name of Contractor shall also name the Owner and subcontractors as additional insureds, as their respective interests may appear. 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 Owner, with Owner’s insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor 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.

**PAGE 6**

with policy limits of § 5.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

...

not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products completed operations hazard.§ 5.1.5 The insurance required by Section 5.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor’s legal or contractual responsibilities to Owner or others.

...

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person,5.1.6 Contractor shall have its insurance carrier(s) furnish to Owner with ISO ACORD Form 25 insurance certificates specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day’s prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner’s option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance declarations pages. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 5.1.8 hereof shall apply.

...

and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.§ 5.1.7 Contractor and its contractors shall not commence the

shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its contractors are in force and the necessary certificates and statements pursuant to Section 5 hereof have been received by Owner and the Architect has issued a written notice to proceed.

...

§ 5.1.3 The Contractor may achieve the required limits and 5.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 5.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

...

#### § 5.1.9 Workers' Compensation Insurance Coverage.

...

##### .1 Definitions:

...

coverage for Commercial General Liability. 1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

...

and Automobile Liability through a combination. 1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

...

of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater. 1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

...

coverage as those required under Section 5.1.1. 2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

...

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

PAGE 7

.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

...

~~and 5.1.2,~~ .5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

...

~~and in no event~~ .5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and .5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

...

~~shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.~~ .6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

...

~~The excess policy shall not require exhaustion of the underlying limits only through.~~ .7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

...

~~the actual payment by the underlying insurers.~~ .8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers’ Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

...

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

...

~~§ 5.1.4 Workers’ Compensation at statutory limits.~~ .9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

...

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

...

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

...

~~§ 5.1.5 Employers' Liability with policy limits not less than (\$ )~~ .9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

...

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

...

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

...

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

...

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

...

~~each accident, (\$ ) each employee,~~ .9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

...

~~and (\$ ) policy limit.~~ .10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

...

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy

the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC §110.110(c)(7)]

PAGE 8

~~§ 5.1.6 The Contractor shall provide builder's risk insurance-~~ § 5.1.10 The Contractor shall provide an Installation Floater or Builder's Risk Insurance to cover the total value of the entire Project on a replacement cost basis, with the Owner named as a Loss Payee. Such insurance shall cover replacement cost of the Project (including additions and modifications) together with Contractor's equipment, materials and supplies relating to the Project which are on the job site, in transit to the job site or at a temporary storage location pending delivery to the job site. In addition, soft cost coverage for Architect's fees shall be included.

...

~~§ 5.1.7 Other Insurance Provided-~~ **5.2 PERFORMANCE BOND AND PAYMENT BOND**

...

§ 5.2.1 If the Contract Sum in Article 3 is in excess of \$100,000, the Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in the amount equal to ONE HUNDRED PERCENT (100%) of the total combined accepted bid(s).

...

§ 5.2.2 If the Contract Sum in Article 3 is in excess of \$25,000, the Contractor

...

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in the amount equal to ONE HUNDRED PERCENT (100%) of the total bid as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.*

...

Coverage

Limits

...

~~§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance-~~ 5.2.3 The Bond(s) shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than AB@ in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this project.

...

~~to cover the value of the Owner's property. The Contractor is entitled to receive an increase-~~ Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to

reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

...

The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code.

...

~~the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.~~ § 5.2.4 All bonds will be reviewed by the Owner for compliance with the Contract Documents prior to execution of the contract. In the event that the Owner has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

...

~~§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.~~ § 5.2.5 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

...

~~§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.~~ § 5.2.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

...

~~§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other~~ § 5.2.7 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.

## PAGE 9

~~and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.~~ § 5.2.8 By inclusion of this Subsection in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner and its agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Owner. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, its agents and employees, for any loss suffered by the surety by reason of

overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

...

#### § 6.5 Electronic Notice

...

Owner's representative:

...

(Name, address, email address, and other information)

...

Dr. Greg Bonewald, Superintendent  
Wimberley Independent School District  
951 FM 2325  
Wimberley, TX 78676  
Phone: (512) 847-2414  
Email: Greg.Bonewald@wimberleyisd.net

...

Contractor's representative:

...

(Name, address, email address, and other information)

...

**Ben Voelliger, Sales Representative**

Musco Sports Lighting, LLC  
211 2<sup>nd</sup> Ave West  
Oskaloosa, Iowa 52577  
Phone: (512) 702-0952  
**Email: ben.voelliger@musco.com**

**PAGE 10**

**§ 7.0.1** The Owner is the Board of Trustees of the Wimberley Independent School District and is referred to throughout the Contract Documents 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. Neither the Architect nor the Contractor may rely upon the direction of any employee of Owner who has not been so designated as Owner's representative. Owner shall not be financially responsible for actions taken by the Architect or Contractor in reliance upon direction from unauthorized persons.

...

§ 7.0.2 The Contractor acknowledges that no lien rights exist with respect to public property. Under the laws of the State of Texas, neither the Contractor nor any sub-contractor, mechanic, materialman or laborer, is entitled to acquire or attempt to acquire or contract for any lien upon the improvements covered by this Contract or the land upon which they are situated.

...

If the Contractor fails to correct Work ~~which is that is defective or~~ not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

...

If the Contractor ~~defaults or neglects to~~ is in default on any of its material obligations hereunder, neglects to timely carry out the Work in accordance with the Contract Documents and Documents, or fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect non-conforming or defective Work with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies, defaults or such non-conforming or defective Work. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

#### PAGE 11

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to Architect, the Contractor shall assume appropriate responsibility for any such performance and shall bear an appropriate amount of the attributable costs for correction. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents, however any apparent design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect.

...

The Contractor's initial schedule shall be provided with the proposal in response to the Owner's procurement for this Project. As part of the response, Contractor shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The Contractor, promptly after being awarded the Contract, shall will also prepare and submit for the Owner's and Architect's information a Contractor's final coordinated construction schedule for the Work.

...

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and except as stated below shall be fully and solely responsible for the jobsite safety of such means, methods, techniques sequences or procedures. If the Contractor determines that such means, methods, techniques, or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed by the Owner, in writing, to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by Contractor, the Owner

shall be solely responsible for any loss or damage arising solely from the Owner-required means, methods, techniques, sequences or procedures.

...

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for qualified, careful, and efficient workers and labor, eligible to work in accordance with state and federal law. Contractor shall appropriately classify all workers in accordance with the Fair Labor Standards Act, its implementing regulations, and Texas Labor Code Section 214.008. In addition, unless otherwise provided in the Contract Documents, the

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Contractor shall make temporary connections for all utilities necessary during construction and shall

...

remove them after completion of the Project.

...

Contractor shall provide and maintain sanitary facilities for workmen at the job in accordance with

...

the laws of Texas and the code and ordinances of the City of Wimberley. Contractor shall completely remove

...

such facilities when the Project is completed.

...

All or a portion of the work necessary to complete the Project may be done on or near buildings which presently are in use as schools, or will be so used before the completion of such Project, and the Contractor must take all precautions necessary to protect students, employees and the public during the term of such Construction Contract.

...

In conjunction with, but not in lieu of other requirements, Contractor may provide temporary construction fencing generally 4' tall and orange in color as necessary to protect the public and work. The Contractor is responsible for taking necessary precautions to protect the public from hazards associated with Contractor's construction site and protect Contractor's work from damage by the public.

## PAGE 12

The Contractor shall maintain protection measures in a state of good repair at all times for the duration of the project. Any condition of the protection measures which the Architect or Owner deems hazardous will be corrected immediately. If such conditions are not corrected immediately upon verbal or written notice, the owner will correct the hazardous conditions and the cost of the corrective action will be deducted from the Contractor's payment. Contractor shall provide and pay for, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

...

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Project Site is a public school campus, and will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

...

**§ 8.4.3** Unless otherwise indicated in the Contract Documents, all materials shall be new, in strict compliance

...

with the Specifications and the best of their respective kinds. Before ordering any materials or doing any work, Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of any difference between actual dimensions and the measurements indicated on the Drawings. Any differences which may be found shall be submitted to Architect for Architect's consideration and instructions before ordering material or proceeding with the work. Materials shall be furnished at such times and in such quantities as to insure the uninterrupted progress of the work according to schedule. Materials stored shall be properly protected from weather or damage. Upon receipt of notice from Architect that any material placed in the Project or on the site is not of the quality specified or has been improperly placed, Contractor shall remove same from the site or have same replaced, as the case may be, within seventy-two (72) hours after receipt of such notice.

...

**§ 8.4.4 Handling Materials.** Contractor shall be responsible for the proper care and protection of all materials, tools and equipment delivered to the site for his use. Chiller equipment stored off-site shall be stored at a bonded warehouse provided by Contractor. When any room of the Project is used as a shop, storeroom, or otherwise, the Contractor will be held responsible for any repairs, patching or cleaning arising from such use. Contractor shall protect and be responsible for any damage to his work or material, from the date of the Contract until the date of acceptance, and shall make good without cost to Owner, any damage or loss that may occur during this period. Cement, lime, gypsum and other materials affected by the weather shall be covered and protected to keep them free from damage at all times. Contractor shall store all materials as directed, in a manner that will allow the Architect or Owner's representative to inspect them. Should any material be found defective or in any way not in accordance with the Contract, such material, without regard to the stage of completion, may be rejected by Architect and, if so rejected, shall be removed at once from the premises by Contractor installing same.

...

**§ 8.4.5 Substituted Materials, Products, Methods or Services.** In certain instances, specific materials, products, methods and services have been specified by brand or trade-name partly for the purpose of establishing the effect or standard of quality desired. Upon the prior written approval of Architect, substitutions for such specifically named materials, products, methods or services may be made provided the materials, products, methods or services desired to be substituted have been proven to Architect to provide the effect or standard of quality desired. The decision of the Architect is absolute and final.

...

**§ 8.4.6 Salvaged Materials.** Used materials belonging to Owner or obtained from demolition or excavation operations at the site of the Project and reconditioned for incorporation into the Project are hereafter termed "salvaged materials". Similar materials, owned by parties other than Owner and purchased, or to be purchased, for incorporation into the Project, are termed "second hand material". Salvaged materials may be incorporated into the Project only if allowed in the Contract Documents.

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**§ 8.4.7 Cooperation with Owner and City Building Officials.** When required, Contractor shall notify the proper official of the City of Wimberley in advance of all stopping and starting of construction. Contractor shall cooperate with City officials at all times. If any authorized City official, or authorized representative of Owner, should deem an inspection necessary, Contractor shall provide the proper facilities to insure that such official, or representative, can conveniently examine and inspect the work. The Contractor shall document all City inspections by recording the date and time of the inspection and the name of the inspector. This information shall be submitted by the Contractor to the Architect on a monthly basis along with Contractor's request for payment. The contractor shall submit copies of all City permits, interim inspections, and final inspections, including a Certificate of Occupancy where required, for the project showing compliance with code requirements of the entities with jurisdiction with the Record Documents for the Project.

...

**§ 8.4.3 PREVAILING WAGES**

...

The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

...

**§ 8.4.3.1** In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Contract as **Exhibit A**, attached hereto and incorporated herein, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

...

**§ 8.4.3.2** A Contractor or Subcontractor who violates the provisions of Section 8.4.3 shall pay to Owner the sum of Sixty Dollars and No/100 (\$60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

...

**§ 8.4.3.3** Substitutions will not be accepted unless approved through the procedures set forth in the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum, regardless of acceptance or rejection, amounts paid to the Architect to evaluate the Contractors proposed substitutions. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

...

§ 8.4.3.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

...

§ 8.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

...

§ 8.5.2 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from subcontractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents.

...

§ 8.5.3 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

PAGE 14

§ 8.5.4 The warranty provided in Section 8. shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by Owner. In addition, Owner shall have the 10-Year Product Assurance and Warranty Program as provided in Section D (Warranty) in Exhibit B.

...

§ 8.5.5 The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 8.5.1 and 8.5.2 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

...

§ 8.5.6 Except when a longer warranty time is specifically called for in the Specification Sections, herein, or is

otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, shall have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one (1) year warranty on each phase or building which is substantially complete will expire, and dates of Final Completion. Prior to termination of the one (1) year warranty period, Contractor shall accompany the Owner on re-inspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the re-inspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within three (3) days of initial notification from Owner. Contractor shall prosecute the work without interruption until accepted by the Owner, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one (1) month prior to the expiration date, Contractor's warranty obligations described in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

...

§ 8.5.7 Warranties shall become effective on a date established by the Owner in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire work, unless otherwise provided by the terms of the 10-year Product Assurance and Warranty Program as provided in Section D (Warranty) in the attached Exhibit B. Warranties for work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the work is completed or corrected and accepted by the Owner or the date of final payment.

...

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed, not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes. CONTRACTOR HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS AND DEMANDS MADE AS A RESULT OF THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR TO COMPLY WITH THE PROVISIONS OF ANY OR ALL SUCH LAWS AND REGULATIONS. Contractor shall cooperate with Owner, take such action and execute such documents as may be necessary so that Owner may utilize its exemption from the Texas Sales and Use Tax for materials used in such Project. The tax-exempt identification number for the Wimberley Independent School District is 1-74-6000464-1.

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~~To~~ § 8.12.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (EXCEPT AS LIMITED BELOW) AND HOLD HARMLESS THE OWNER, THE OWNER'S TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (HEREINAFTER IN THIS SECTION 8.12 "OWNER"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AS PERMITTED BY STATUTE), ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM THE CONTRACTOR, OR ANYONE FOR

WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 8.12.

...

§ 8.12.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 8.12.1 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

PAGE 16

§ 8.12.3 THE DUTY TO DEFEND SET OUT ABOVE SHALL NOT APPLY IN THE EVENT THAT THE CLAIM IS BASED, IN WHOLE OR IN PART, ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE OWNER. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR AGREES TO REIMBURSE THE OWNER'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE CONTRACTOR'S LIABILITY.

...

§ 8.12.4 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL, INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN PART BY THE OWNER. IF THE OWNER'S NEGLIGENCE IS A CONCURRENT CAUSE OF THE INJURY, DEATH, OR DAMAGE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE BOTH PARTIES. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 8.12.1.

...

~~the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction~~ § 8.12.4 Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

...

~~of tangible property (other than the Work itself), but only to~~ § 8.13. Contractor, upon completion of the Project, shall furnish Architect with record drawings showing

...

~~the extent caused by the negligent acts or omissions of~~ actual location in line and elevation of all new exterior utility lines within the limits of the site and of any

...

~~the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.~~ relocation from that shown on the Drawings of concealed piping, wiring, cable or conduit within the lines of

...

the building.

...

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, in accordance with the Contract Documents, the Architect will review and certify the amounts due the Contractor.

...

§ 9.5 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents.

## **PAGE 17**

~~§ 12.2.1 At least ten days before the date established for each progress payment, Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price as applicable, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as Architect, before the first Application for Payment, or, in the case of a Guaranteed Maximum Price, concurrent with the Guaranteed Maximum Price Proposal, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect or Owner, shall be used in reviewing the Contractor's Applications for Payment. The period covered by each Application for Payment shall be one (1) calendar month, ending on the last day of the month.~~

...

~~evidence of payments made to, and waivers of liens from, subcontractors and suppliers.~~ § 12.2.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

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§ 12.2.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

...

~~§ 12.2.2~~ 12.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, interests or other encumbrances adverse to the Owner's interests.

**CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

...

~~The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner~~ § 12.3.1 In each Application for Payment, Contractor shall certify that there are no known mechanics' or materialmen's liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filling of any mechanics' or materialmen's liens on the Work, and that releases from all subcontractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

...

~~a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons~~ § 12.3.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner that the Architect has observed the progress of the Work and determined that, in the Architect's professional opinion, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect in writing to the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

Subcontractors and material suppliers and other data unless requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's accountants or other representatives of the Owner acting in the sole interest of the Owner.

...

~~for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is~~ § 12.3.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 12. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described herein, because of

...

~~not made within~~ .1 defective Work not remedied;

...

~~such seven day period;~~ .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

...

~~the Contractor may, upon seven additional days' written notice;~~ .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

...

~~.~~ .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

...

~~.~~ .5 damage to the Owner or a separate contractor;

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~~and Architect, stop~~ .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

...

~~the Work until payment.~~ .7 repeated failure to carry out the Work in accordance with the Contract Documents;

...

.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of subcontractors and insurance requirements;

...

~~the amount owing has been received. The Contract Time and~~ .9 failure to submit a written plan indicating action by the Contractor to regain the time schedule for completion of Work within the Contract Time;

...

~~the Contract Sum~~ .10 evidence of financial inability to perform the Contract fully;

...

.11 failure to submit record documents required by the Contract; or

...

.12 failure of the Contractor to perform any other obligations of the Contract.

...

§ 12.3.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall be equitably adjusted due to the delay not be deemed in default by reason of withholding payment as provided for in this Agreement.

...

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments for undisputed amounts in the manner and within the time provided in the Contract Documents, on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Payment shall be made by the Owner not later than thirty (30) days after approval of the Contractor's Application for Payment by the Architect. Owner shall provide written notification to Contractor within twenty-one (21) days if Owner disputes the Contractor's Certificate for Payment pursuant to Texas Government Code section 2251.041 et. seq., listing the specific reasons for non-payment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents or Construction Documents. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as the basis for reviewing Contractor's Applications for Payment. Applications for Payment shall comply with all requirements of this Contract, including submission of the required certifications, and shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

...

§ 12.4.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

...

§ 12.4.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor ~~shall promptly pay~~ not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later that forty-five (45) days after the Architect receives the Application for Payment. Subject to the other provisions in the Contract Documents, the amount of each progress payment shall be computed as follows:

...

~~each subcontractor.~~ 1 Take the portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%);

...

~~and supplier, upon receipt.~~ 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

...

~~of payment from.~~ 3 Subtract the aggregate of previous payments made by the Owner;

...

~~the Owner, an amount determined in accordance with.~~ 4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate of Payment as provided for in this Contract; and

...

~~the terms of the applicable subcontracts and purchase orders.~~ 5 Upon Substantial Completion of the Work, add a sum sufficient to increase the total payments to ninety-five percent (95%) of the full amount of the Contract Sum, less such amounts as the Owner shall determine is necessary for incomplete work and unsettled claims.

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§ 12.4.4 Retainage, if any, shall be withheld as set out in Section 12.4.3 above.

...

~~Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.~~ § 12.4.5 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

...

§ 12.4.4-12.4.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the ~~requirements~~ Contract Documents.

...

~~of the Contract Documents.~~ **§ 12.4.7 The Contractor shall, as a condition precedent to any obligation of the Owner under this Agreement, provide to the Owner payment and performance bonds in the full penal amount of the Contract to the extent required by Texas Government Code Chapter 2253.**

...

~~§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently entire Project and all systems are fully complete and fully operable permitting Owner full and complete use of the entire Project, subject only to the correction or completion of minor finish work items the value of which shall in no event exceed one percent (1%) of the Contract Sum.~~

...

~~complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. To be considered substantially complete, Contractor shall be complete with all required testing, HVAC Test, Adjust and Balancing, and Commissioning of electrical systems, HVAC systems, Building Automation Control Systems and other systems as applicable as required by the Contract Documents (including project manual), project specifications and drawings and the International Energy Conservation Code with Preliminary Report(s) being issued to Engineer and Owner for acceptance. Reports shall include a complete list of any deferred testing or deficiencies that require further remediation.~~

...

~~§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.~~

...

~~§ 12.5.3 Upon receipt of the Contractor's list, the Architect, accompanied by the Owner or Owner's representative, at the Owner's option, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that complete in accordance with Section 12.5.1, Architect shall issue Certificate of Substantial Completion and shall deliver to the Contractor a "Punch List" of all items which must be completed or corrected before the Work is ready for final inspection and acceptance, which shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. If Contractor fails to fully and finally complete the Work within the time specified by the Architect for completion of the Punch List, then Contractor's name may be removed from the list of bidders acceptable to the Owner for the construction of future projects. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. It is contemplated that Architect shall make no more than three (3) inspections after the Contractor notifies Architect that Contractor considers the Work substantially complete. If upon completion of the third inspection, the Work has not progressed to the point that the Architect can certify that the Work is fully and finally complete in accordance with the Contract Documents, the cost of all additional inspections by the Architect shall be charged to and borne by the Contractor.~~

...

§ 12.5.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 12.5.5 Liquidated Damages. The Contractor acknowledges that time is of the essence in completing the Work. The Contractor further recognizes that the Owner will sustain actual damages in the event the Work is not substantially complete within the Contract Time, but that the amount of such damages would be difficult or impracticable to ascertain with reasonable certainty. Therefore, the parties agree that the Contractor shall pay the Owner, as **liquidated damages and not as a penalty**, the amount of **ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) per calendar day** for each day that Substantial Completion of the Work extends beyond the date required by the Contract. The Contractor agrees that the daily rate set forth above represents a reasonable estimate of the Owner's anticipated damages, including but not limited to administrative costs, loss of use, coordination with other trades, and disruption of district operations. The Owner may deduct any accrued liquidated damages from payments then or thereafter due to the Contractor. Assessment or withholding of liquidated damages shall not limit the Owner's right to terminate the Contract for default, nor waive or preclude recovery for costs, losses, or damages incurred by the Owner that are not addressed by this provision, including correction of defective work or costs to complete the Project after termination.

...

§ 12.6.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will ~~inspect the Work. When promptly make such inspection and, when~~ the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue ~~a final Certificate for Payment, a Certificate of Completion and a final Certificate for Payment~~ stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 12 as precedent to the Contractor's being entitled to final payment have been fulfilled.

...

The Architect will not issue a Final Certificate for Payment and release of retainage unless all testing, HVAC Test, Adjust, and Balance, and Commissioning reports required by the Contract Documents (including project manual), project specifications and drawings and the International Energy Conservation Code are provided in their FINAL format showing that all findings of noncompliance have been corrected.

...

§ 12.6.2 ~~Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract. The Contractor shall not be entitled to final payment unless and until it submits to the Owner its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property, might be responsible have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the~~

Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

...

§ 12.6.3 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

...

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in the Contract Documents, and to satisfy other requirements, if any, which extend beyond final payment;

...

.2 Contractor's Final Application for Payment is properly submitted and accepted by Owner; and

...

.3 a final Certificate for Payment has been issued by the Architect.

...

§ 12.6.4 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the issuance of Owner's final Certificate for Payment. Final Certificate for Payment and release of retainage will not be considered unless all testing required by the Contract Documents (including project manual), project specifications and drawings are provided in their final format showing that all findings of noncompliance have been corrected.

...

§ 12.6.5 Acceptance of final payment by the Contractor, a subcontractor or Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

...

## § 12.7 AUDIT

### PAGE 22

Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

...

## The § 13.1 SAFETY PRECAUTIONS AND PROGRAMS

...

§ 13.1.1 Contractor’s employees, agents, and subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.

...

§ 13.1.2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol free work place while performing the Work.

...

Contractor shall be responsible for initiating, maintaining § 13.1.3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor’s employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal, that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

...

and supervising all safety precautions and programs, including all those required by law in connection § 13.1.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Work-free Workforce Policy, Drug-Free Workplace Act of 1988). Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.

...

## § 13.2 HAZARDOUS MATERIALS

...

with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss § 13.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. If such notice is provided orally, written confirmation of such notice by Contractor shall be provided not later than one (1) business day following such notification. Upon receipt of the Contractor’s written notice, the Owner may obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor, and in the event such material or substance is found to be present, to cause it to be rendered harmless. Owner shall not be responsible for materials or substances brought to the site by the Contractor. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable

additional costs of shutdown, delay and start-up. Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles; or (2) where the Contractor fails to perform the obligations under this section, except to the extent the cost and expense are due to the Owner's fault or negligence.

...

### **§ 13.3 CRIMINAL HISTORY RECORDS CHECKS**

...

#### **§ 13.3.1**

...

Prior to the commencement of work, Contractor 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 Contractor and Subcontractors 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").

### **PAGE 23**

§ 13.3.2 If the Contractor or any Subcontractor determines that § 13.3.1 does not apply to an employee, the Contractor or Subcontractor shall make a reasonable effort to ensure that the conditions or precautions that resulted in the determination that § 13.3.1 did not apply to the employee continue to exist throughout the time that the contracted services are provided.

...

§ 13.3.3 The requirements of § 13.3.1 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 Contractor adopts a policy prohibiting employees, including subcontractor 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.

...

§ 13.3.4 If the Contractor is not a Qualified School Contractor, a person to whom § 13.3.1 applies must submit to a CHRI review by the Owner.

...

§ 13.3.5 Owner and Contractor agree to destroy any CHRI obtained or indexed by the Federal Bureau of Investigation (“FBI”) or Texas Department of Public Safety (“DPS”) under this § 13.3.1 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.

...

§ 13.3.6 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 Contractor nor its Subcontractor 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, Contractor will exclude that person from assignment to the Project. To the extent the Owner, not the Contractor obtains the CHRI described in this § 3.4.5, Contractor 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.

...

to property caused in whole or in part by the Contractor, § 13.3.7 Prior to commencement of its work on the Project the Contractor will provide written certification to the Owner that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) Contractor and its Subcontractors of every tier are otherwise exempt from compliance with the requirements contained herein; or (3) Contractor and its Subcontractors of every tier have complied with the statutory and contractual requirements of this Agreement as of that date.

...

or by anyone for whose acts the Contractor may be liable. § 13.3.8 Contractor 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, Contractor 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. Contractor 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 Article 14, Termination.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

...

The Contract shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules.~~ laws of the State of Texas, without regard to the choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the county in which the Project is located. Any litigation to enforce or interpret any terms of the Contract or any other litigation arising out of or as a result of the Contract shall be brought in the State courts of said county.

...

If the Work is stopped ~~under Section 12.3~~ for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

...

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

...

.4 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents;

...

.5 fails to furnish the Owner, upon written request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

...

.6 engages in or permits serious or repeated worker misconduct in violation of Article 13;

...

~~.4~~.7 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

...

.8 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. Any further payment shall be limited to amounts actually earned to the date of termination.

...

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

...

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

...

§ 17.3 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Independent Consultant has at least ten (10) full-time employees, then Independent Consultant represents and warrants to the District that the Independent 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 this Agreement. This section does not apply to a sole proprietorship.

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

§ 17.5 By signing this Agreement, the undersigned certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

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§ 17.6 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of this Project is One Million Dollars (\$1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the Owner; and (3) on completion of the contract, either: (a) provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner.

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

§ 17.8 Pursuant to Texas Government Code Chapter 2273, Contractor represents and warrants that it not an abortion provider or an affiliate of an abortion provider.

§ 17.9 Electronic Signatures for Agreement. The Parties agree that this Agreement may be executed by electronic means, including electronic signature, and that such execution shall have the same force and effect as a handwritten signature for all purposes under Texas law. Pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code § 322.001 et seq.), each Party consents to the use of electronic records and signatures in connection with this transaction. Delivery of a signed counterpart of this Agreement by email in PDF format or by use of an electronic signature platform (e.g., DocuSign, Adobe Sign, Nitro) shall be effective as delivery of a manually executed counterpart and shall have the same legal effect as original signatures.

§ 17.10 The construction services for this project were procured using the interlocal purchasing cooperative method. This contract is through BuyBoard (Contract Number 779-25 for “Parks and Sports Field Lighting Projects and Installation Services”). The parties agreed to abide by all the requirements of the interlocal purchasing cooperative.

...

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

...

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

...

WIMBERLEY INDEPENDENT SCHOOL DISTRICT

MUSCO SPORTS LIGHTING, LLC

**DRAFT FOR BOARD APPROVAL – WILL  
SEND FOR ESIGNATURE FOLLOWING BOARD  
ACTION**

**DRAFT FOR BOARD APPROVAL – WILL  
SEND FOR ESIGNATURE FOLLOWING BOARD  
ACTION**

OWNER (Signature)

CONTRACTOR (Signature)

Dr. Greg Bonewald  
Superintendent of Schools  
Email: [greg.bonewald@wimberleyisd.net](mailto:greg.bonewald@wimberleyisd.net)

James Hansen  
:Secretary  
Email: [secretary@musco.com](mailto:secretary@musco.com)

*(Printed name and title)*

*(Printed name and title of authorized representative)*

...

OWNER (Signature)

CONTRACTOR (Signature)

*(Printed name and title)*

*(Printed name and title)*

LICENSE NO.:  
JURISDICTION:

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

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*(Signed)*

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*(Title)*

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*(Dated)*

**WIMBERLEY INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
WIMBERLEY, TEXAS**

**Subject: Consider the approval of purchasing student devices through CDW as part of the 2025 Bond Program.**

**Date: October 27, 2025**

**Presented by: Mike Doyle**

**Action**

**BACKGROUND INFORMATION**

As part of the 2025 Bond program, Wimberley ISD has allocated funding for the purchase of student devices. 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.

A quote was received from CDW, utilizing pricing through the PACE Cooperative contract. WISD ensures compliance with procurement regulations by purchasing through PACE 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."***



Thank you for choosing CDW. We have received your quote.

# QUOTE CONFIRMATION

**JASON GROGAN,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PPNL848	9/11/2025	275 HP CHROME	3708141	<b>\$69,850.00</b>

## QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HP Fortis G10 11.6" Chromebook - HD - Intel N-Series N100 - 4 GB - 32 GB FI</a> Mfg. Part#: 9R3A9UT#ABA Contract: PACE COOP P00185 Computer Hardware, Software, Serv (P00185)	275	7765886	\$217.00	\$59,675.00
<a href="#">Google Chrome Education Upgrade</a> Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: PACE COOP P00185 Computer Hardware, Software, Serv (P00185)	275	5988499	\$31.00	\$8,525.00
<a href="#">CDWG EDU White Glove Service for Chromebooks and Chrome OS Devices T1</a> Mfg. Part#: CDWCHROMEOS SVC1 UNSPSC: 43232401 Contract: PACE COOP P00185 Computer Hardware, Software, Serv (P00185)	275	3254461	\$6.00	\$1,650.00
<a href="#">CDW CDWG Asset Tag applied WITH another CDW Configuration Center service</a> Mfg. Part#: ASSETTAGW/INSTALL UNSPSC: 81111511 Contract: MARKET	275	338520	\$0.00	\$0.00

	<b>SUBTOTAL</b>	\$69,850.00
	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
<b>86</b>	<b>GRAND TOTAL</b>	<b>\$69,850.00</b>

**PURCHASER BILLING INFO**

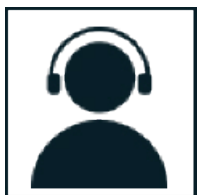
**Billing Address:**  
WIMBERLEY INDEPENDENT SCHOOL DIST  
ACCOUNTS PAYABL  
951 FM 2325  
WIMBERLEY, TX 78676-3422  
**Phone:** (512) 847-2414  
**Payment Terms:** NET 30 Days-Govt/Ed

**DELIVER TO**

**Shipping Address:**  
WIMBERLEY INDEPENDENT SCHOOL DIST  
AMANDA REINECKE  
505 MELODY WAY  
WIMBERLEY, TX 78676-9271  
**Shipping Method:** UPS Ground

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



**Sales Contact Info**

**Ashley Zimdars** | (877) 689-5619 | [ashzim@cdwg.com](mailto:ashzim@cdwg.com)

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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**WIMBERLEY INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
WIMBERLEY, TEXAS**

**Subject:** Discuss and Consider the Fall 2025 Wimberley ISD Library Book Order

**Date:** 10/27/25

**Presented by:** Jason Valentine



**Action**

**1. BACKGROUND INFORMATION**

In accordance with SB 13 and EFB(LOCAL), the Fall 2025 WISD Library Book Order includes recommended titles from Follett Titlewave, Kirkus Review, and student requests (when available reviews exist). Nonfiction selections are updated more frequently to maintain accuracy and relevance.

The book list has been publicly posted for the required 30-day review period prior to Board approval. It is available on each campus library webpage and the District website. The fall 2025 WISD Library Book Order is linked through the website of each campus library for public review. The list is universal for the district with the same list posted on each library website. There is also a link on the front page of the District Website as a news story.

**2. ADMINISTRATIVE RECOMMENDATION**

Approve as presented

**3. BOARD ACTION REQUIRED**

*"I move that we approve the Fall 2025 WISD Library Book Order as presented"*

Title	Set/Series Name
A Piglet Named Mercy	Mercy Watson
A spoonful of frogs	
All at once upon a time	
Astronomer	Blastoff! Readers Level 3: Careers in STEM
Axolotls	Animal Library
Axolotls	Blastoff! Readers Level 2: Animals at Risk
Baby cat or baby dog?	Blastoff! Readers Level 1: Who is Cuter?
Baby chipmunk or baby skunk?	Blastoff! Readers Level 1: Who is Cuter?
Baby panda or baby polar bear?	Blastoff! Readers Level 1: Who is Cuter?
Baby sheep or baby goat?	Blastoff! Readers Level 1: Who is Cuter?
Capybaras	Rain Forest
Caves	Earth
Charles Schulz	Storytellers
Chris Van Allsburg	Storytellers
Christopher Paul Curtis	Storytellers
Corn snakes	Blastoff! Readers Level 2: Slithering Snakes
mexicano	
Dav Pilkey	Storytellers
David goes to school	
Dr. Seuss	Storytellers
Fun in the sun	I Like to Read
Geologist	Blastoff! Readers Level 3: Careers in STEM
Gordon Korman	Storytellers
Gracias	
Henry Heckelbeck, Knights! robots! action!	Henry Heckelbeck
How do you say? = Como se dice?	
How I became a pirate	
I'm not sleepy! ;= No tengo sueno!	
It's only Stanley	Lolo and Birdie
J.K. Rowling	Storytellers
Jeff Kinney	Storytellers
Judy Blume	Storytellers
Kate DiCamillo	Storytellers
Laura Ingalls Wilder	Storytellers
Lemony Snicket	Storytellers
Lois Lowry	Storytellers
Lowriders	Epic: Full Throttle
Mary Pope Osborne	Storytellers
Maurice Sendak	Storytellers
Mr. S	
Never take your rhino on a plane	
Nikki Grimes	Storytellers
No cats in the library	

R.L. Stine  
 Red pandas  
 Rick Riordan  
 Roald Dahl  
 Shel Silverstein  
 Super Rabbit Boy vs. the Gigabot!  
 Tacos  
 folktale  
 The leaf thief  
 The Library Fish  
 The mango tree = La mata de mango  
 The most boring book ever  
 Tide pools  
 Too much glue  
 Wemberly worried

Storytellers  
 Blastoff! Readers Level 2: Animals at Risk  
 Storytellers  
 Storytellers  
 Storytellers  
 Branches: Press Start  
 Blastoff! Readers Level 3: Our Favorite Foods  
  
 Squirrel and Bird Book  
 Library Fish  
  
 Earth  
 Too Much Glue

**Title**

Caitlin Clark  
 Connor McDavid  
 LeBron James  
 Lewis Hamilton  
 Lionel Messi  
 Old school  
 Patrick Mahomes  
 Pocket Bear  
 Rocket arm  
 Serena Williams  
 Shohei Ohtani  
 Simone Biles  
 The Picasso curse  
 Troubling tonsils!

**Set/Series Name**

Greatest of All Time  
 Greatest of All Time  
 Greatest of All Time  
 Greatest of All Time  
 Greatest of All Time  
  
 Greatest of All Time  
  
 Greatest of All Time  
 Greatest of All Time  
 Greatest of All Time  
  
 Jasper Rabbit Creepy Tales

**Title**

expanded.  
 A hidden enemy  
 weirdest fears  
 Air  
 Are you nobody too?  
 Beasts  
 Ben Y and the ghost in the machine  
 Benbee and the teacher griever  
 Besties. Prank war  
 Better than the movies  
 ChupaCarter  
 ChupaCarter and the haunted pinata  
 Darkness at Dreamer Mountain  
 Drag racing

**Set/Series Name**

5,000 Awesome Facts  
 Survivors (Harper)  
  
  
  
 Kids Under the Stairs  
 Kids Under the Stairs  
 World of Click  
 Better Than the Movies  
 ChupaCarter  
 ChupaCarter  
  
 Racing Mania

Forensics : cool women who investigate  
 Going wild  
 Jordan J and the truth about Jordan J  
 Nat enough  
 No admissions  
 Nothing like the movies  
 Rattlesnakes  
 Red kayak  
 Snoop  
 Speak up, Santiago! : a Hillside Valley graphic novel  
 Stealing Greenwich  
 Sunny  
 Surprising spies : unexpected heroes of World War II  
 The chronicles of Viktor Valentine  
 Shadows  
 The dangers of vaping  
 The girl who fell to Earth  
 The liars society  
 The many assassinations of Samir, the Seller of Dreams  
 The mystery of locked rooms  
 The squad  
 The Witching Wind  
 Wolves at the door

Girls In Science  
 Infamous Frankie Lorde  
 Kids Under the Stairs  
 Nat Enough  
 Infamous Frankie Lorde  
 Better Than the Movies  
 World of Snakes  
  
 Hillside Valley  
 Infamous Frankie Lorde  
 Track  
  
 Chronicles of Viktor Valentine  
 Chronicles of Viktor Valentine  
 Dangers of Drugs, Alcohol, and Smoking

Tryout

**Title**

13 days of summer  
 83 days in Mariupol : a war diary  
 sinister seeds  
 A fiery spirit  
 and their crusade against slavery  
 A spin of fate  
 All the water in the world : a novel  
 fad that haunted a nation  
 Best of all worlds  
 Blood gone cold  
 Bones at the crossroads  
 Daring : the life and art of Elisabeth Vigee Le Brun  
 known as girls  
 Fate breaker  
 Food stars : 15 women stirring up the food industry  
 Four : a Divergent collection  
 difficult family  
 In the company of wolves  
 Introverts : insights and tips for teenagers  
 It's not summer without you  
 Lady knight  
 Love at full tilt

**Set/Series Name**

Bright Heart  
  
 Fifth Realm  
  
 Blood at the Root  
  
 Realm Breaker  
 Women of Power  
  
 Empowering You  
 Summer I Turned Pretty  
 Diamonds

Mint to Be (Scratch & Sniff Cover Edition)	
sports league	
Shadows of Perl	House of Marionne
Showstopper	
Skipshock	skipshock
Sky's end	Above the Black
Snowglobe 2	Snowglobe Duology Series
Socrates : a life worth living	Philosophy for Young People
Songs for Ghosts	
Take up space, y'all : your bold & bright guide to self-love	
government over climate change	
The boy from Clearwater. Book 1	Boy From Clearwater
The boy from Clearwater. Book 2	Boy From Clearwater
The dead will never haunt me	Murder, She Wrote
The encanto's curse	Encanto's Daughter
The floating world	Floating World Duology
The Forgotten Teachers How Nature Wrote Thestory of Life	
The godhead complex	Maze Cutter
The Hidden Girl	
The lady of rapture	Bones of Ruin
The race of the century : the battle to break the four-minute mile	Scholastic Focus
The scorpion and the night blossom	Three Realms
Animate It	Shortest History
wartime Europe	
The summer I turned pretty	Summer I Turned Pretty
The survivor wants to die at the end	They Both Die at the End
The Wicked Lies of Habren Faire	
Titan of the stars	Titan of the Stars
To the stars : the story of NASA	
We'll always have summer	Summer I Turned Pretty
using space	
Why the people : the case for democracy	World Citizen Comics































Series	Volume	Author/Artist	Year	Type	Audience	Interestlevel	Booklist	Kirkus
	8	Dicamillo, Kate	2025	Sewn	Elementary	K-3	Kindergart	Ages 3-5
		Lyall, Casey	2022	Sewn	Elementary	K-3	Grade 2	Ages 6-10
		Rockliff, Mara	2024	Hardcover	Elementary	K-3	Grade 2	Ages 5-8
		Noll, Elizabeth	2023	(library)	Elementary	K-3		
		Bowman, Chris	2025	(library)	Elementary	K-3		
		Koestler-Grack, R	2023	(library)	Elementary	K-3		
		Leaf, Christina	2025	(library)	Elementary	K-3		
		Chang, Kirsten	2025	(library)	Elementary	K-3		
		Chang, Kirsten	2025	(library)	Elementary	K-3		
		Leaf, Christina	2025	(library)	Elementary	K-3		
		Koestler-Grack, R	2019	(library)	Elementary	K-3		
		Green, Emily K	2007	(library)	Elementary	K-3		
		Schuetz, Kari	2016	(library)	Elementary	K-3		
		Bowman, Chris	2017	(library)	Elementary	K-3		
		Bowman, Chris	2017	(library)	Elementary	K-3		
		Mattern, Joanne	2025	(library)	Elementary	K-3		
		Ehlert, Lois	2000	Sewn	Elementary	K-3	Ages 4-7	
		Bowman, Chris	2018	(library)	Elementary	K-3		
		Shannon, David	1999	Sewn	Elementary	K-3	Ages 3-5	
		Schuetz, Kari	2016	(library)	Elementary	K-3		
		Catrow, David	2015	Sewn	Elementary	K-3		Ages 3-7
		Moening, Kate	2023	(library)	Elementary	K-3		
		Bowman, Chris	2018	(library)	Elementary	K-3		
		Mora, Pat	2009	Sewn	Elementary	K-3	Grade 2	Ages 4-8
	19	Coven, Wanda	2025	Sewn	Elementary	K-3		
		Dominguez, Ange	2016	Hardcover	Elementary	K-3	Kindergart	Ages 2-4
		Long, Melinda	2003	Sewn	Elementary	K-3	Grade 3	Ages 6-8
		Dominguez, Ange	2023	Hardcover	Elementary	K-3	Grade 1	Ages 3-5
		Agee, Jon	2015	Hardcover	Elementary	K-3	Grade 2	Ages 6-8
		Bowman, Chris	2016	(library)	Elementary	K-3		
		Leaf, Christina	2016	(library)	Elementary	K-3		
		Bowman, Chris	2016	(library)	Elementary	K-3		
		Leaf, Christina	2016	(library)	Elementary	K-3		
		Leaf, Christina	2016	(library)	Elementary	K-3		
		Bowman, Chris	2017	(library)	Elementary	K-3		
		Bowman, Chris	2016	(library)	Elementary	K-3		
		Adamson, Thoma	2019	(library)	Elementary	3-6		
		Bowman, Chris	2018	(library)	Elementary	K-3		
		Bowman, Chris	2016	(library)	Elementary	K-3		
		Arnaldo, Monica	2023	Sewn	Elementary	K-3	Grade 3	Ages 4-7
		Lewis, K. E	2025	Hardcover	Elementary	K-3		Ages 4-7
		Bowman, Chris	2018	(library)	Elementary	K-3		
		Emmons, Lauren	2024	Hardcover	Elementary	K-3	Grade 2	Ages 3-8

	Bowman, Chris	2017 (library)	Elementary	K-3	
	Koestler-Grack, R	2024 (library)	Elementary	K-3	Grades 1-3
	Leaf, Christina	2016 (library)	Elementary	K-3	
	Leaf, Christina	2016 (library)	Elementary	K-3	
	Bowman, Chris	2016 (library)	Elementary	K-3	
16	Flintham, Thomas	2025 Sewn	Elementary	K-3	
	Mattern, Joanne	2020 (library)	Elementary	K-3	
	Gonzalez, Lucia M	1999 Sewn	Elementary	K-3	Ages 5-8
	Hemming, Alice	2021 Hardcover	Elementary	K-3	Grade 2 Ages 4-7
	Capucilli, Alyssa S	2022 Hardcover	Elementary	K-3	Grade 2
	Rodriguez, Edel	2024 Hardcover	Elementary	K-3	Ages 4-8
	Sanderson, Brand	2024 Hardcover	Elementary	K-3	Ages 4-7
	Sexton, Colleen A	2009 (library)	Elementary	K-3	
	Lefebvre, Jason	2022 Sewn	Elementary	K-3	Ages 4-7
	Henkes, Kevin	2000 Hardcover	Elementary	K-3	Ages 4-6

Series	Volume	Author/Artist	Year	Type	Audience	Interestlevel	Booklist	Kirkus
		Cucini, Sara	2025	Glued	Upper Element	3-6		
		Roumanis, Alexis	2025	Sewn	Lower Element	K-3		
		Cucini, Sara	2025	Sewn	Lower Element	K-3		
		Cucini, Sara	2025	Sewn	Lower Element	K-3		
		Cucini, Sara	2025	Sewn	Lower Element	K-3		
		Korman, Gordon	2025	Hardcover	Upper Element	3-6	Grades 4-7	Ages 9-13
		Cucini, Sara	2025	Sewn	Lower Element	K-3		
		Applegate, Kather	2025	Hardcover	Upper Element	3-6	Grades 3-6	Ages 8-12
		Green, Tim	2025	Hardcover	Upper Element	3-6		Ages 9-13
		Cucini, Sara	2025	Sewn	Lower Element	K-3		
		Cucini, Sara	2026	Glued	Upper Element	3-6		
		Cucini, Sara	2025	Sewn	Lower Element	K-3		
		Gutman, Dan	2025	Hardcover	Upper Element	3-6	Grades 3-6	Ages 8-12
		Reynolds, Aaron	2025	Hardcover	Lower Element	K-3	Grades 1-4	Ages 6-9

Series	Volume	Author/Artist	Year	Type	Audience	I	Booklist	Kirkus
			2024	Hardcover	Upper Element	3-6		
	2	Hunter, Erin	2014	Glued	Middle School	5-8	Grades 4-6	Ages 8-12
		Tierney, Adam	2020	Hardcover	Middle School	5-8		
		Roe, Monica	2023	Glued	Middle School	5-8	Grades 4-7	Ages 9-12
		Cane, Tina	2024	Hardcover	Middle School	5-8	Grades 5-8	Ages 11-14
		Bjerkeland, Ingvilc	2025	Hardcover	Middle School	5-8	Grades 6-9	Ages 10-18
	2	Holt, K. A	2021	Hardcover	Upper Element	3-6		Ages 8-13
	1	Holt, K. A	2020	Hardcover	Upper Element	3-6		Ages 8-13
	3	Miller, Kayla	2025	Glued	Upper Element	3-6		Ages 9-13
	1	Painter, Lynn	2022	Glued	Young Adult	YA		Ages 12-18
	1	Lopez, George	2023	Glued	Upper Element	3-6		Ages 8-12
	2	Lopez, George	2024	Glued	Upper Element	3-6	Grades 3-6	Ages 8-12
		Wolf, Ryan	2025	Glued	Middle School	5-8		
		Kelley, K. C	2010 (library)		Upper Element	3-6		

	Yasuda, Anita	2016 Glued	Middle School	5-8	Grades 3-6
2	Geragotelis, Britta	2022 Glued	Middle School	5-8	Ages 11-14
3	Holt, K. A	2022 Hardcover	Upper Element	3-6	Ages 8-12
1	Scrivan, Maria	2020 Glued	Upper Element	3-6	Grades 3-6 Ages 10-12
3	Geragotelis, Britta	2023 Glued	Middle School	5-8	Ages 11-14
2	Painter, Lynn	2025 Glued	Young Adult	YA	Ages 14-18
	Coupe, Jessica	2022 Glued	Upper Element	3-6	
	Cummings, Priscil	2006 Glued	Middle School	5-8	Grades 6-9 Ages 11-14
	Korman, Gordon	2025 Hardcover	Upper Element	3-6	Grades 4-7 Ages 11-13
	Anta, Julio	2025 Hardcover	Upper Element	3-6	Grades 4-8 Ages 8-12
1	Geragotelis, Britta	2020 Glued	Middle School	5-8	Ages 9-12
3	Reynolds, Jason	2019 Glued	Middle School	5-8	Grades 5-8 Ages 10-14
	Ruelle, Karen Gra	2022 Glued	Middle School	5-8	Grades 5-8 Ages 10-14
1	Brewer, Z	2024 Hardcover	Middle School	5-8	Ages 8-13
2	Brewer, Z	2025 Hardcover	Middle School	5-8	
	Idzikowski, Lisa	2020 (library	Upper Element	3-6	
	Forde, Patricia	2023 Glued	Middle School	5-8	Grades 5-8 Ages 9-13
	Gerber, Alyson	2024 Glued	Upper Element	3-6	Ages 9-13
	Nayeri, Daniel	2023 Hardcover	Middle School	5-8	Grades 5-8 Ages 9-12
	Currie, Lindsay	2025 Glued	Upper Element	3-6	Grades 4-6 Ages 8-12
2	Soontornvat, Chris	2024 Glued	Middle School	5-8	Grades 4-7 Ages 8-12
	Lloyd, Natalie	2024 Hardcover	Upper Element	3-6	Grades 4-7 Ages 8-12
	Watkins, Steve	2024 Hardcover	Middle School	5-8	Ages 10-14

Series	Volume	Author/Artist	Year	Type	Audience	I	Booklist	Kirkus
		Strohm, Stephanie	2025	Paperback	Young Adult	YA	12	Ages 12-18
		Brown, Don	2023	Hardcover	Young Adult	YA	12	Ages 14-18
		Hirsch, Rebecca E	2024	(library	Young Adult	YA	12	Ages 13-18
2		Chenli, Kate	2025	Hardcover	Young Adult	YA		Ages 14-18
		Gaddy, Kristina R	2025	Hardcover	Young Adult	YA	12	Ages 14-18
1		Vora, A. A	2024	Hardcover	Young Adult	YA	12	Ages 13-18
		Caffall, Eiren	2025	Hardcover	Adult	AD		
		Rosenstock, Barb	2025	Hardcover	Young Adult	YA	12	Ages 14-18
		Oppel, Kenneth	2025	Hardcover	Young Adult	YA	12	Ages 13-18
		Grant, Katy	2025	Glued	Young Adult	YA		Ages 12-18
2		Williams, LaDarric	2025	Hardcover	Young Adult	YA	12	Ages 13-18
		Pomeroy, Jordana	2025	Hardcover	Young Adult	YA	12	Ages 12-18
		Boxer, Elisa	2024	Hardcover	Young Adult	YA	10	Ages 12-18
3		Aveyard, Victoria	2024	Glued	Young Adult	YA	11	Ages 12-18
		Mahoney, Ellen V	2024	Glued	Young Adult	YA	10	Ages 12-18
		Roth, Veronica	2016	Paperback	Young Adult	YA	11	Ages 12+
		Goodman, Shawn	2024	Hardcover	Young Adult	YA	12	Ages 12-18
		Farias, Antonio	2025	Glued	Young Adult	YA		Ages 12-14
		Cognevich, Christ	2024	Paperback	Young Adult	YA	12	
2		Han, Jenny	2022	Glued	Young Adult	YA		Young Adul
2		Howard, Amalie	2025	Hardcover	Young Adult	YA	12	Ages 13-18
		Howe, Jenny L	2025	Glued	Young Adult	YA	12	Ages 13-18

	Cicatelli-Kuc, Katie	Hardcover	Young Adult	YA		Ages 12-17
	Horrigan, Joe	2019 Hardcover	Adult	AD		
2	Elle, J	2024 Hardcover	Young Adult	YA		Ages 13-18
	Anderson, Lily	2025 Hardcover	Young Adult	YA	12	Ages 14-18
	O'Donoghue, Carr	2025 Hardcover	Young Adult	YA	12	Ages 14-18
1	Gregson, Marc J	2025 Glued	Young Adult	YA	12	Ages 14-18
2	Pak, So-yong	2025 Hardcover	Young Adult	YA		Ages 12-ad
	Lehmann, Devra	2022 Glued	Young Adult	YA		Ages 13-18
	Kumagai, Clara	2025 Hardcover	Young Adult	YA	12	Ages 13-18
	Holliday, Tess	2025 Paperback	Young Adult	YA	12	Ages 12-18
	Rusch, Elizabeth	2023 Hardcover	Young Adult	YA	10	Ages 13-18
1	You, Peiyun	2023 Glued	Young Adult	YA	12	Ages 13-18
2	You, Peiyun	2024 Glued	Young Adult	YA	12	Ages 13-18
3	Kuehn, Stephanie	2024 Glued	Young Adult	YA		Ages 13-18
2	De la Cruz, Meliss	2025 Hardcover	Young Adult	YA		Ages 13-18
1	Oh, Axie	2025 Hardcover	Young Adult	YA		Ages 13-18
	Isett, Brian	2025 Hardcover	Young Adult	YA		Ages 12-18
2	Dashner, James	2023 Paperback	Young Adult	YA		Ages 12-18
	Bassett, Louise	2025 Hardcover	Young Adult	YA		Ages 14-18
3	Raughley, Sarah	2025 Glued	Young Adult	YA		Ages 14-18
	Bascomb, Neal	2022 Hardcover	Young Adult	YA		Ages 12-18
	Zhao, Amelie Wer	2025 Hardcover	Young Adult	YA	12	Ages 13-18
	Walsh, Toby	2025 Paperback	Adult	AD		
	Shulevitz, Uri	2025 Hardcover	Middle School	5-8	Grades 4-6	Ages 10-18
1	Han, Jenny	2022 Glued	Young Adult	YA	10	Ages 12-14
3	Silvera, Adam	2025 Hardcover	Young Adult	YA	12	Ages 14-18
	Fiteni, Anna	Hardcover	Young Adult	YA	12	Ages 14-18
1	Johnston, E. K	2025 Hardcover	Young Adult	YA		Ages 14-18
	Miller, Ron	2026 (library	Young Adult	YA		Ages 12-16
3	Han, Jenny	2025 Glued	Young Adult	YA	12	Ages 12+
	Levinson, Cynthia	2025 Hardcover	Young Adult	YA	12	Ages 12-18
	Feathers, Beka	2022 Hardcover	Young Adult	YA		































This list of new library materials is submitted to the V

PW	SLJ	g Level	ISBN	Total Full Text
Ages 3-7	PreS-Gr 2		979836879347	4
Ages 4-8	PreS-Gr 1	1.9	979836871140	5
Ages 4-8			978141976817	4
		3.1	978164487738	0
			979889304237	0
	K-Gr 2	1.8	979888687118	1
			979888687028	0
			979889304223	0
			979889304225	0
			979888687033	0
		3.6	978162617948	0
		2.4	978160014034	1
	K-Gr 3	4.4	978162617264	1
		3.7	978162617549	0
		3.7	978162617550	0
			979888687038	0
Ages 3-8	PreS-Gr 4	2.8	978141312731	5
		3.6	978162617647	0
Ages 3-up	K-Gr 3	1	978075872350	6
	K-Gr 3	4.3	978162617265	1
Ages 3-6	PreS-K	0.9	978153796787	5
		3	978164487743	0
		4.3	978162617648	0
	K-Gr 2	2.8	978032977605	5
			979836878177	0
Ages 2-4	PreS-Gr 1		978162779496	6
Ages 3-7	PreS-Gr 3	3.1	978141318218	5
	PreS-Gr 2		978125087499	4
Ages 5-8	PreK-Gr 1	2.1	978080373907	7
	K-Gr 3	3.4	978162617266	1
	K-Gr 3	3.6	978162617267	1
	K-Gr 3	4.2	978162617268	1
	K-Gr 3	3.8	978162617339	1
	K-Gr 3	3.7	978162617269	1
		3.8	978162617551	0
	K-Gr 3	3.8	978162617340	1
	Gr 2-5	2.4	978162617873	1
		4.3	978162617649	0
	K-Gr 3	3.5	978162617341	1
Ages 4-8	PreS-Gr 1	3	979836871134	4
Ages 4-8	PreS-Gr 1		978035868338	3
		3.2	978162617650	0
	PreS-Gr 3		978166593368	3

		3.6	978162617552	0
			979888687422	1
	K-Gr 3	4.2	978162617342	1
	K-Gr 3	2.7	978162617270	1
	K-Gr 3	3.9	978162617271	1
	Gr 1-3		979836874806	1
	K-Gr 3	3.2	978164487148	2
Ages 4-7		4.3	978140468728	4
		1.6	978172823520	2
Ages 4-8	PreS-Gr 3		978153447705	3
Ages 4-8	K-Gr 3		978141974586	4
Ages 4-8			978125084366	3
		2.8	978160014231	0
Ages 4-8	PreS-Gr 1	2.6	978166883346	4
Ages 4-up	PreS-Gr 2	2.8	978068817027	8

<b>PW SLJ g Level ISBN Total Full Text</b>				
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			979831891989	0
			979831891990	0
			979831891991	0
			979831891992	0
			979831891993	0
Ages 8-12	Gr 3-7		978006323814	4
			979831891994	0
Ages 8-12			978125090436	3
			978006279689	1
			979831891995	0
			979831891996	0
			979831891997	0
Ages 8-12	Gr 4-7		978082345385	4
Ages 6-9			978166596108	4

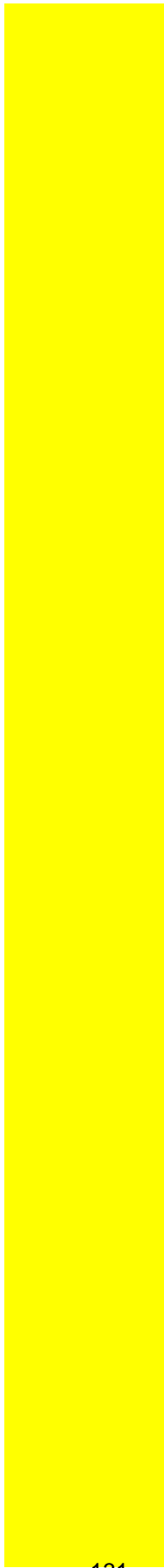
<b>PW SLJ Reading ISBN Total Full Text</b>				
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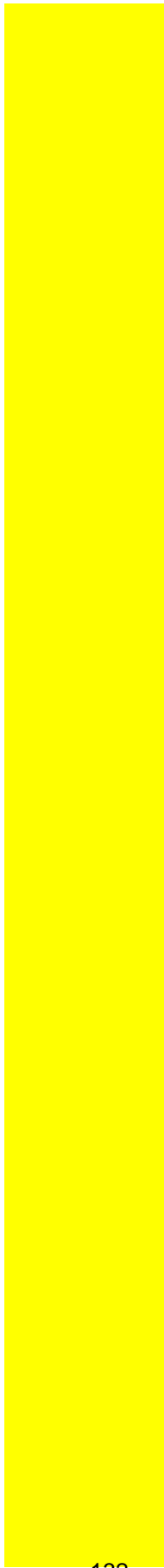
			978142637613	0
		5.5	978151814186	3
	Gr 4-7		978168405627	1
Ages 10-14	Gr 4-7	5.6	978151605434	4
Ages 10-up			978059356701	3
Ages 10-14	Gr 7-Up		978164614513	5
	Gr 4-Up	5.4	978145218321	2
		4.3	978145218251	1
	Gr 4-7		979836874637	2
	Gr 9-Up		978166884025	2
Ages 8-12	Gr 5-Up	4.7	978151604169	3
		6.9	978151607961	2
Ages 10-13			979836876958	1
		6.1	978076144384	0

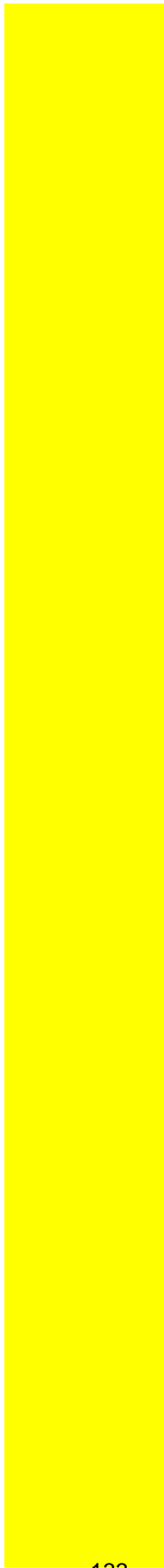
	7.5	978151818841	1
Gr 5-Up		978166885158	2
	5.4	978179720609	1
Ages 8-12 Gr 3-6		978172546101	4
	6.6	978151607152	1
		979836878215	1
	6.4	978166880256	0
Gr 7-Up	4.8	978141566937	4
Ages 9-12 Gr 4-7		978154612608	4
Ages 8-12 Gr 3-7		978059365164	4
Gr 5-Up	4.7	978166887757	2
	4.5	978154908815	3
Ages 8-12 Gr 3-7	6.5	978166882914	4
Ages 8-12		978006324572	2
		978006324577	0
	6	978172530996	0
	6.4	978151607082	2
Gr 5-8		978151607739	2
Ages 8-12 Gr 4-8	5	978164614303	5
Ages 8-12 Gr 4-8		979836874532	4
		979836872040	3
Ages 8-12 Gr 4-6		978133885860	4
Gr 5-Up		978154610998	2

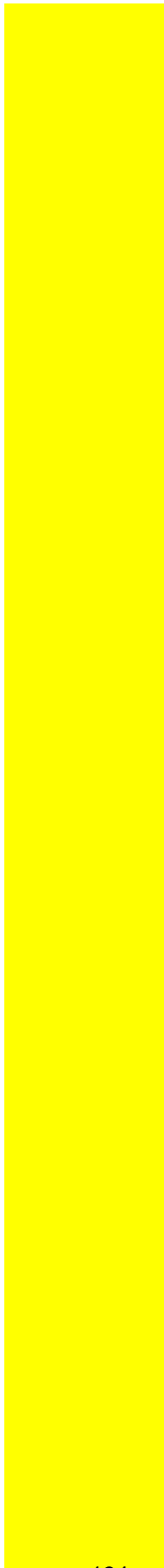
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		979889414120	2
Ages 14-up Gr 9-Up		978006331156	5
Gr 7-Up		978172849328	3
		978145494995	1
Ages 14-up Gr 8-Up		978059385552	5
Ages 12-up Gr 8-Up		978059361756	4
		978125035352	3
Gr 7-Up		978163592805	4
Ages 12-up Gr 9-Up		978154615820	5
Gr 8-Up		979836873508	2
		978059371196	2
Gr 8-Up		978194744010	3
Gr 5-Up		978153817551	3
Gr 8-Up		979836873695	3
		979836873831	2
Ages 14-up Gr 7-Up		978006242136	4
Gr 9-Up		978059369752	3
		979836874928	1
Gr 9-Up		978153817730	2
Ages 12-up Gr 8-Up		979836877203	5
Gr 7-Up		978059370506	3
		979836878303	2

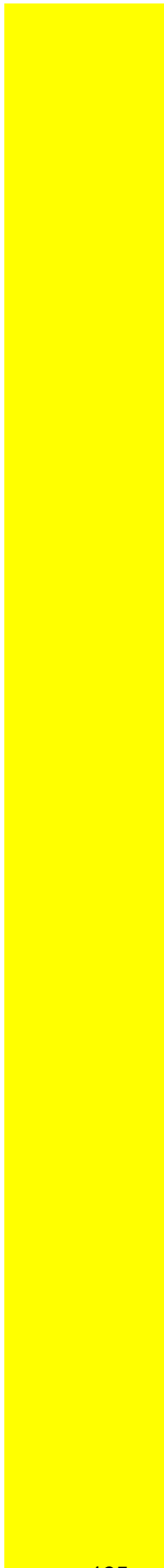
	979822500324	1
	978163565359	4
	978059352773	1
Ages 14-up	978125037039	3
Ages 14-up	978153622881	3
Ages 14-up Gr 8-Up	979836875417	4
ult	978059380914	1
	978166888246	1
	978141976853	2
Gr 9-Up	978076248915	3
Ages 13-up Gr 8-Up	978006322085	5
Ages 12-up Gr 7-Up	978151606460	4
	978151609856	2
	979836872030	1
Gr 7-Up	978059353311	2
Ages 13-up Gr 8-Up	978125085308	3
Ages 14-up	978159270411	2
	979898842152	1
	978176160164	1
	979836875605	1
Gr 6-8	978133862846	3
Ages 14-up Gr 9-Up	978059381384	4
	979889303089	0
Ages 10-14 Gr 5-Up	978037439246	5
Ages 12-up Gr 7-10	978166886364	6
Gr 9-Up	978006324085	3
	978152352994	2
Ages 14-up Gr 9-Up	978177488408	4
Gr 5-10	979876564806	2
Ages 12-up Gr 9-Up	979836876601	6
Ages 12-up Gr 7-10	978168263537	5
Gr 8-Up	978125076070	2

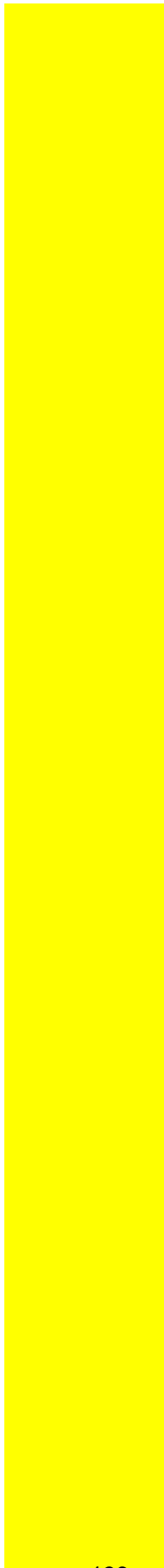


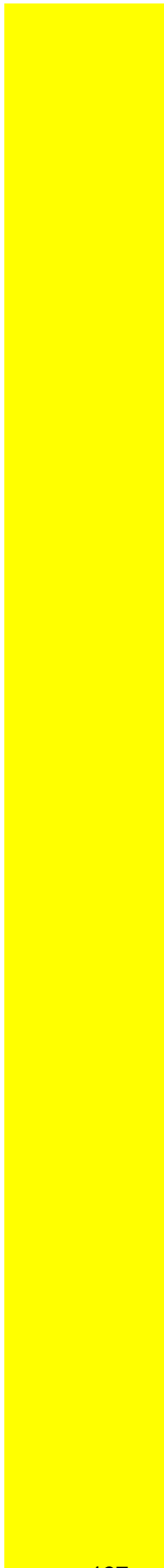


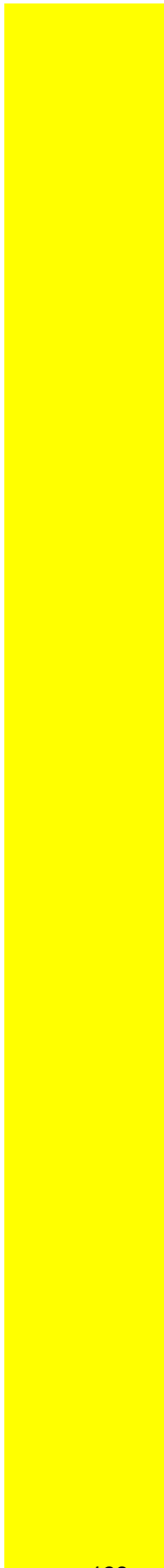


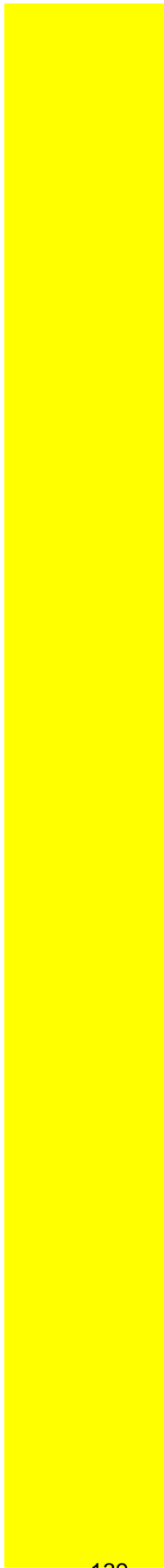


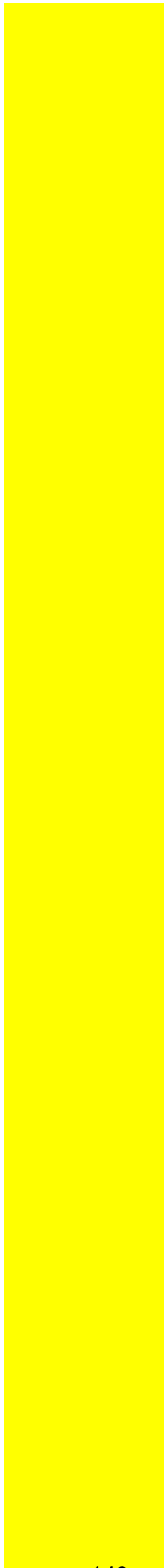


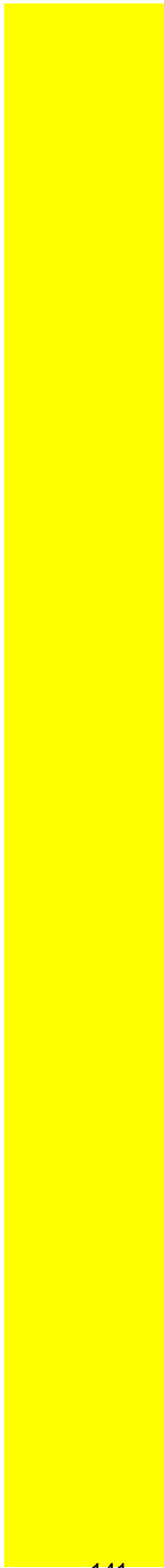


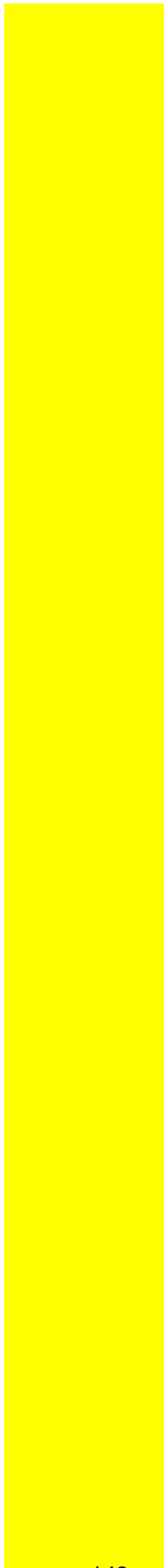


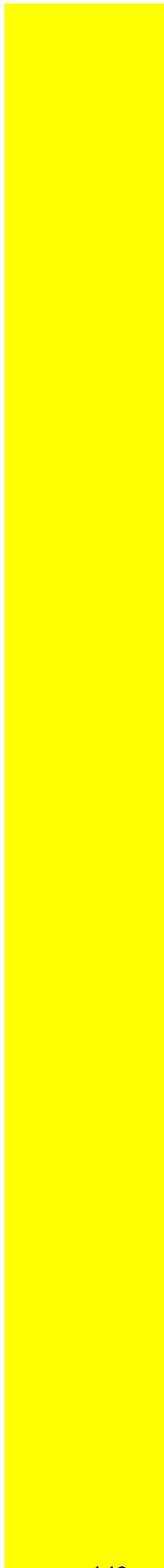


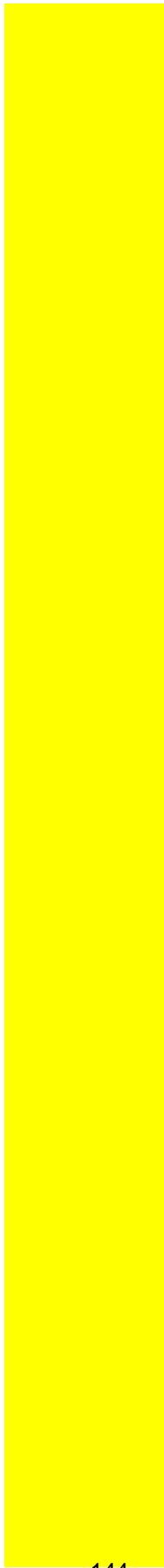


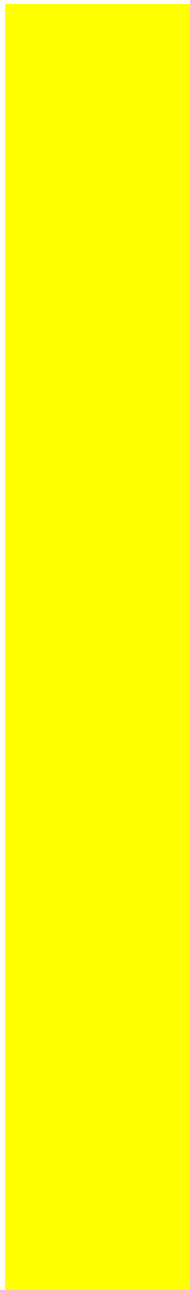












**Alt Vetting**

nonfiction; factual, age-appropriate career overview; aligns to grades 2–5; no sensitive or appropriate (grades K–3); part of trusted school library series; no sensitive or restricted

appropriate nonfiction designed for K–5; written by established children’s nonfiction

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appropriate nonfiction designed for K–5; written by established children’s nonfiction

appropriate nonfiction designed for K–5; written by established children’s nonfiction

a solid track record in early reader fiction; content is light, imaginative, and age-

factual and age-appropriate; no professional review, but aligns with publisher series

trusted for K–3 nonfiction; factual biographical content about a children’s author; age-

about a Coretta Scott King–honored author; designed for early readers (K–3); no

appropriate for K–3; part of an educational series; no professional review available, but

children’s science writer; factual and age-appropriate nonfiction about tide pools; no

### Jacob's Well Elementary School

#### Alt Vetting

Roumanis specialize in sports nonfiction; factual, high-interest biographies of major  
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Roumanis specialize in sports nonfiction; factual, high-interest biographies of major

### Danforth Junior High School

#### Alt Vetting

edition; aligns to upper elementary grades 3–6; content high-interest and fact-based with

educational press; topic appropriate for 3–6; factual content checked for currency.

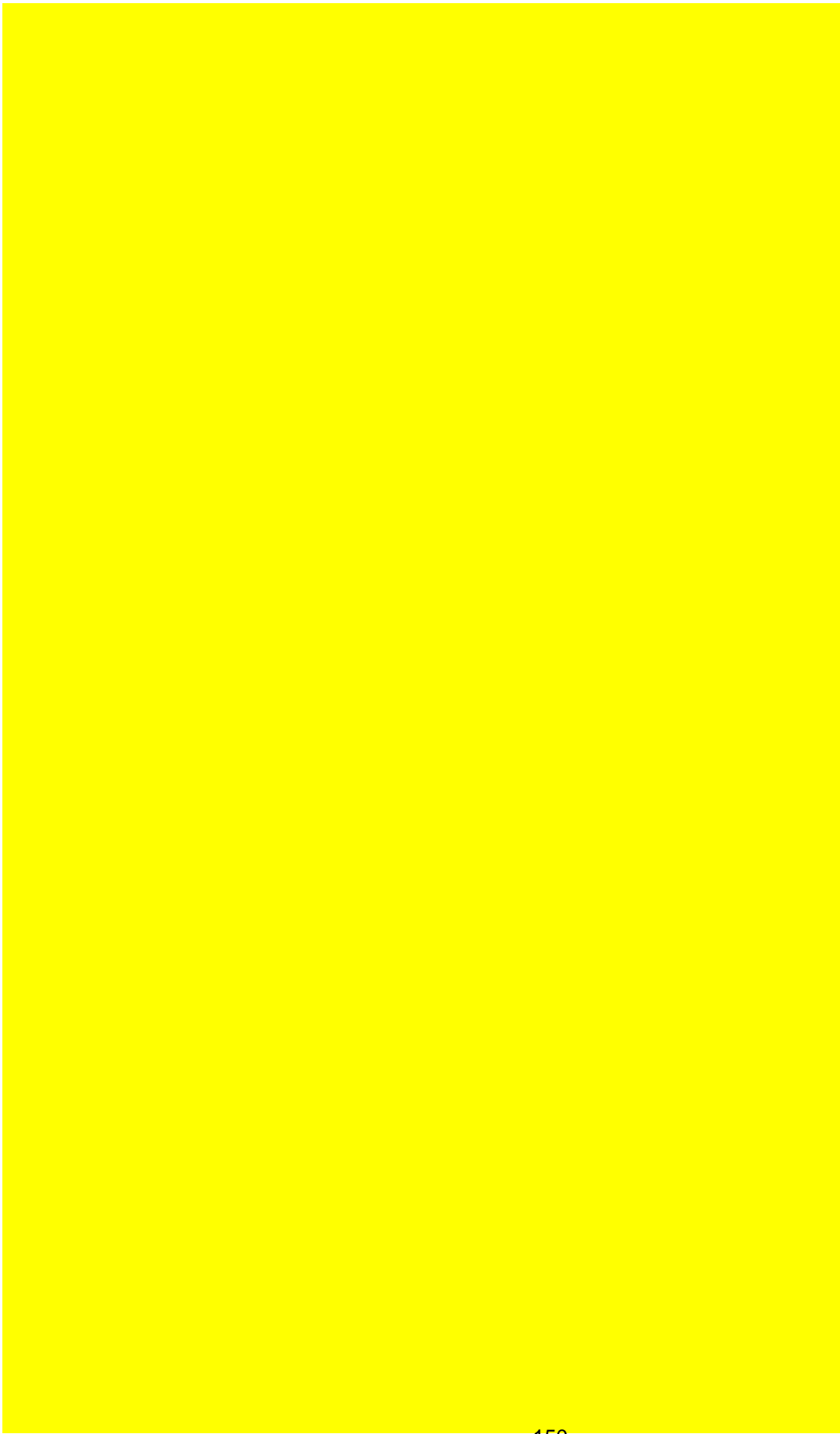
educational press; topic appropriate for 3–6; factual content checked for currency.

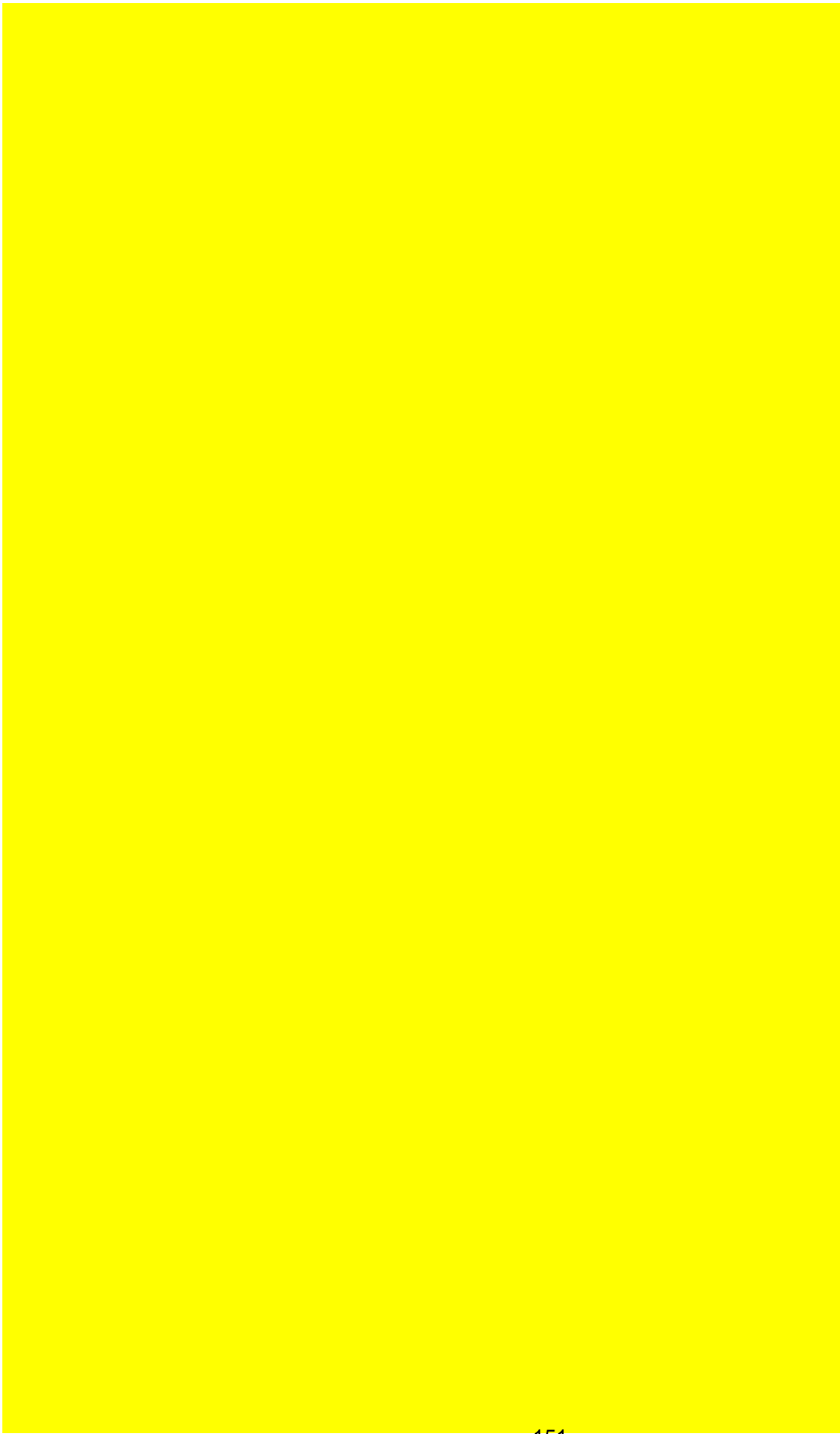
establishing age appropriateness and quality. Same publisher/author/format, ensuring upper elementary nonfiction; includes structured reader supports. No concerns about

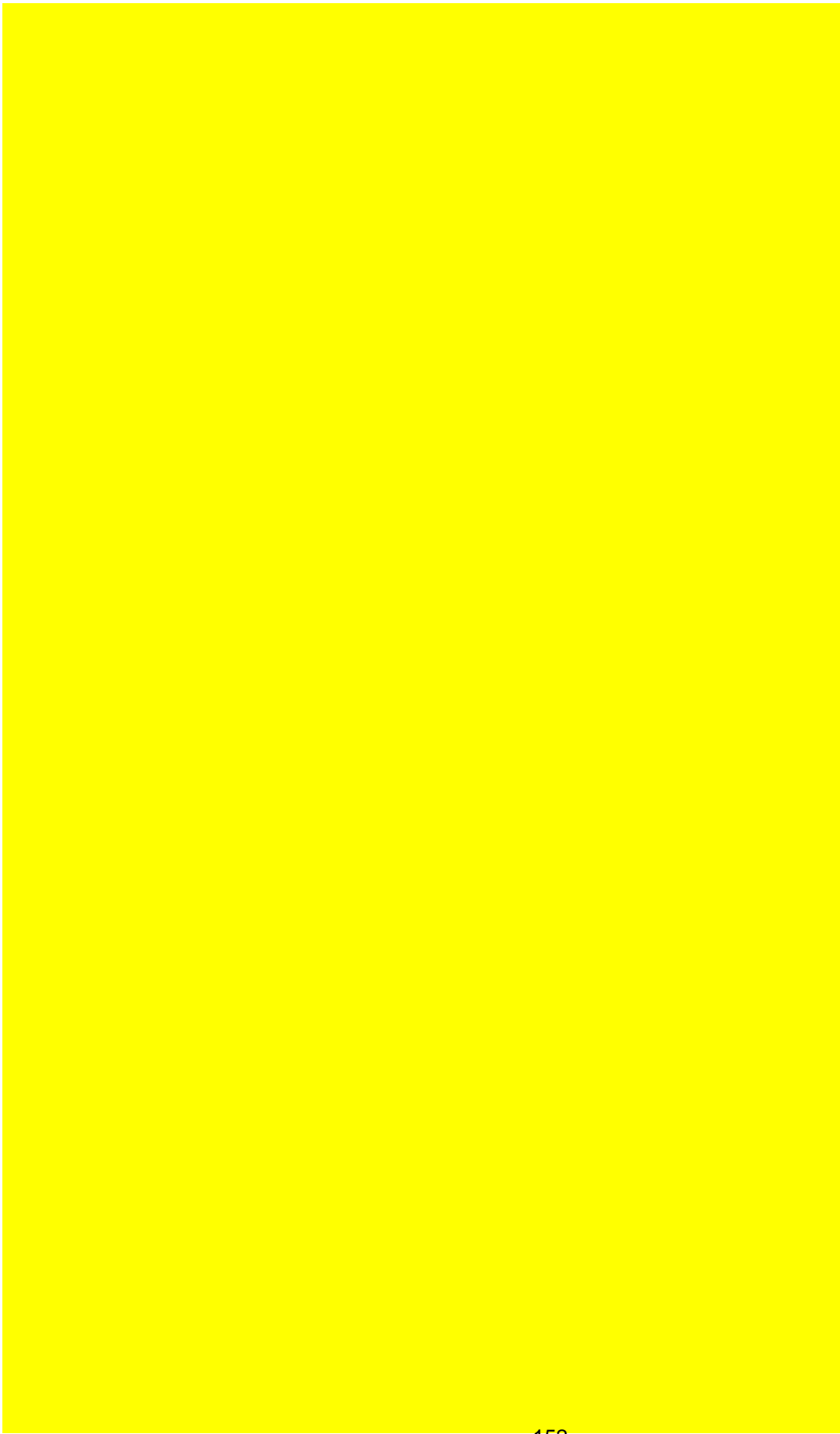
**Wimberley High School**

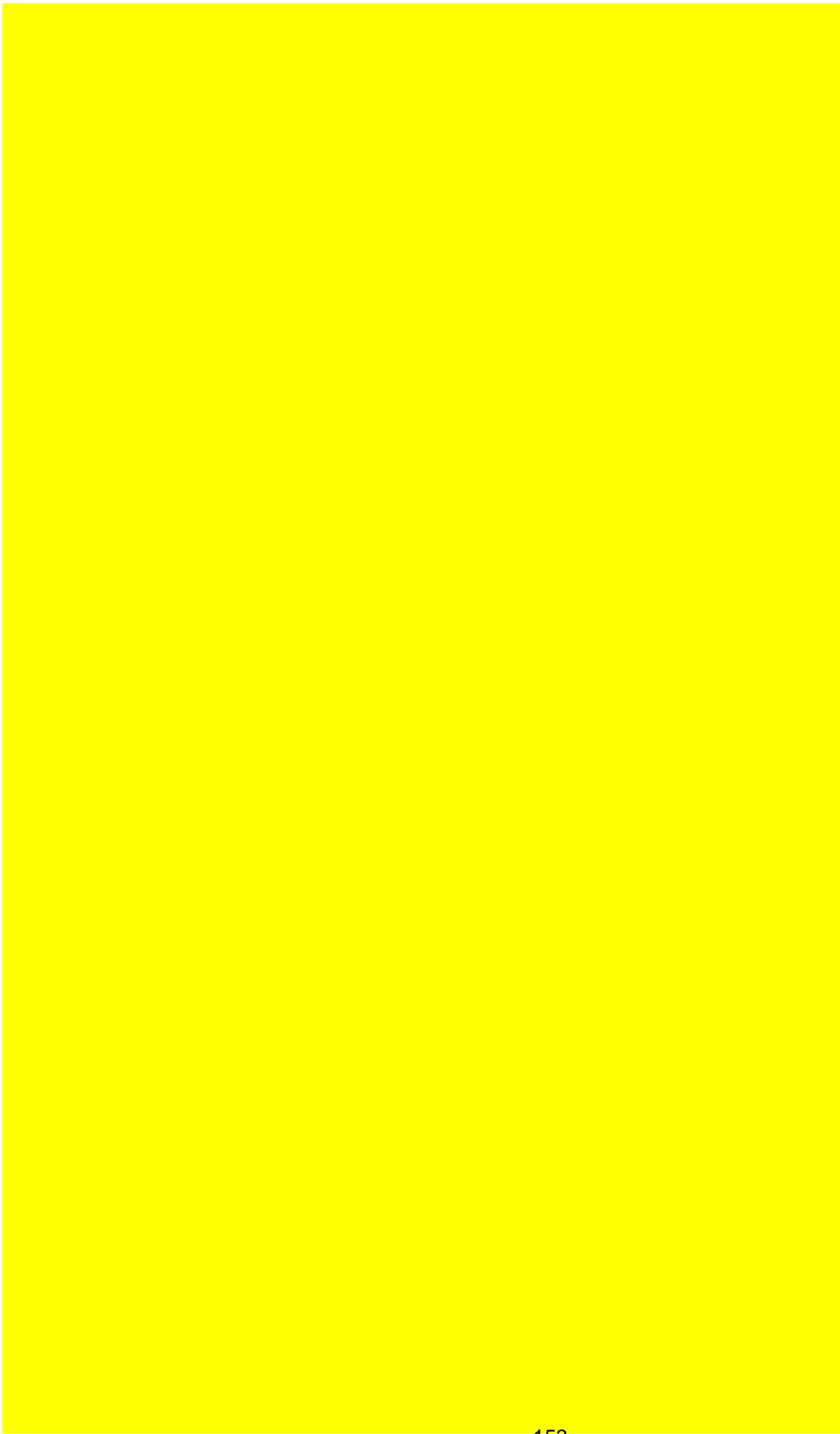
**Alt Vetting**

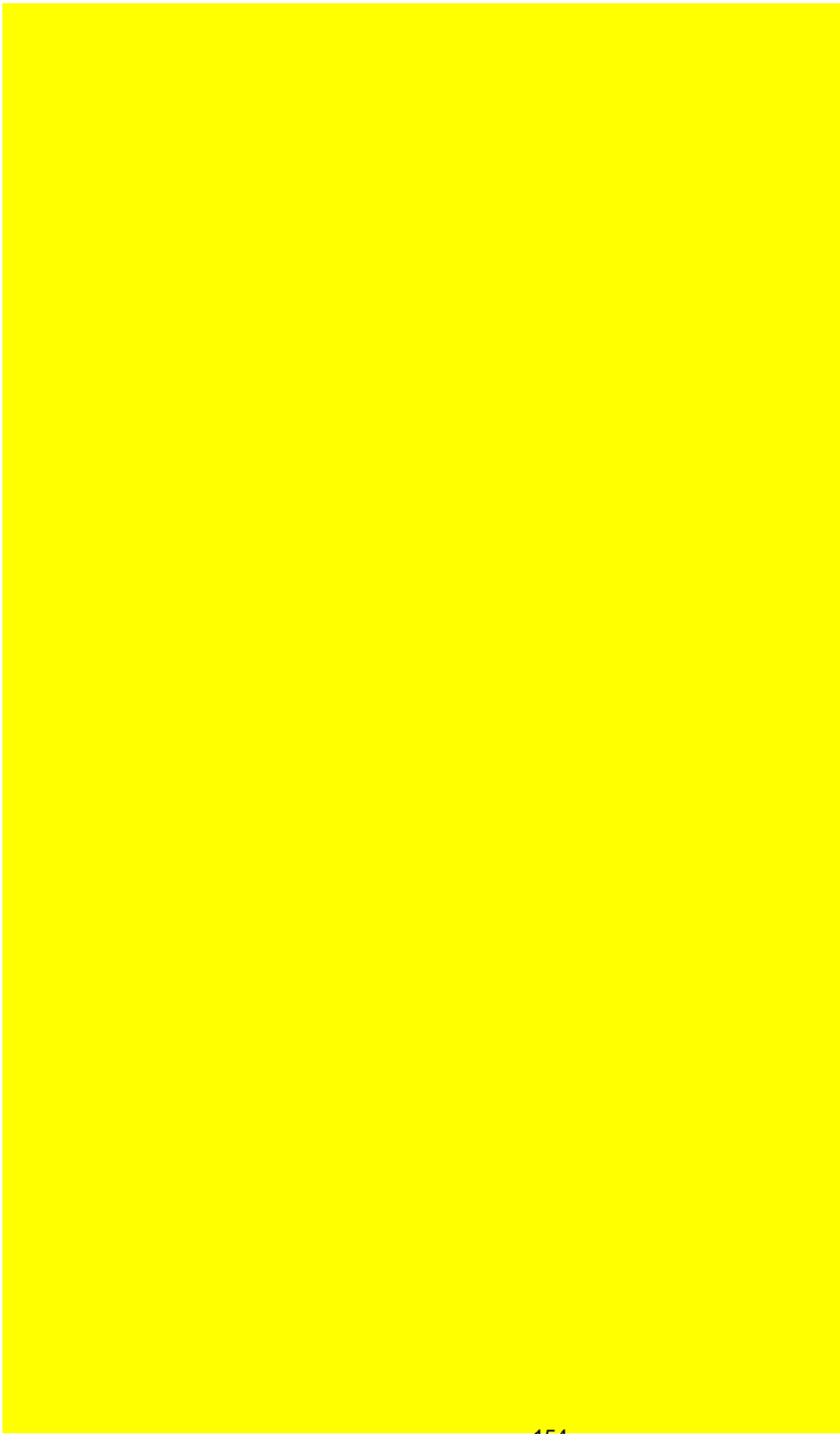
press in the Shortest History series; nonfiction content aligns with STEM/technology

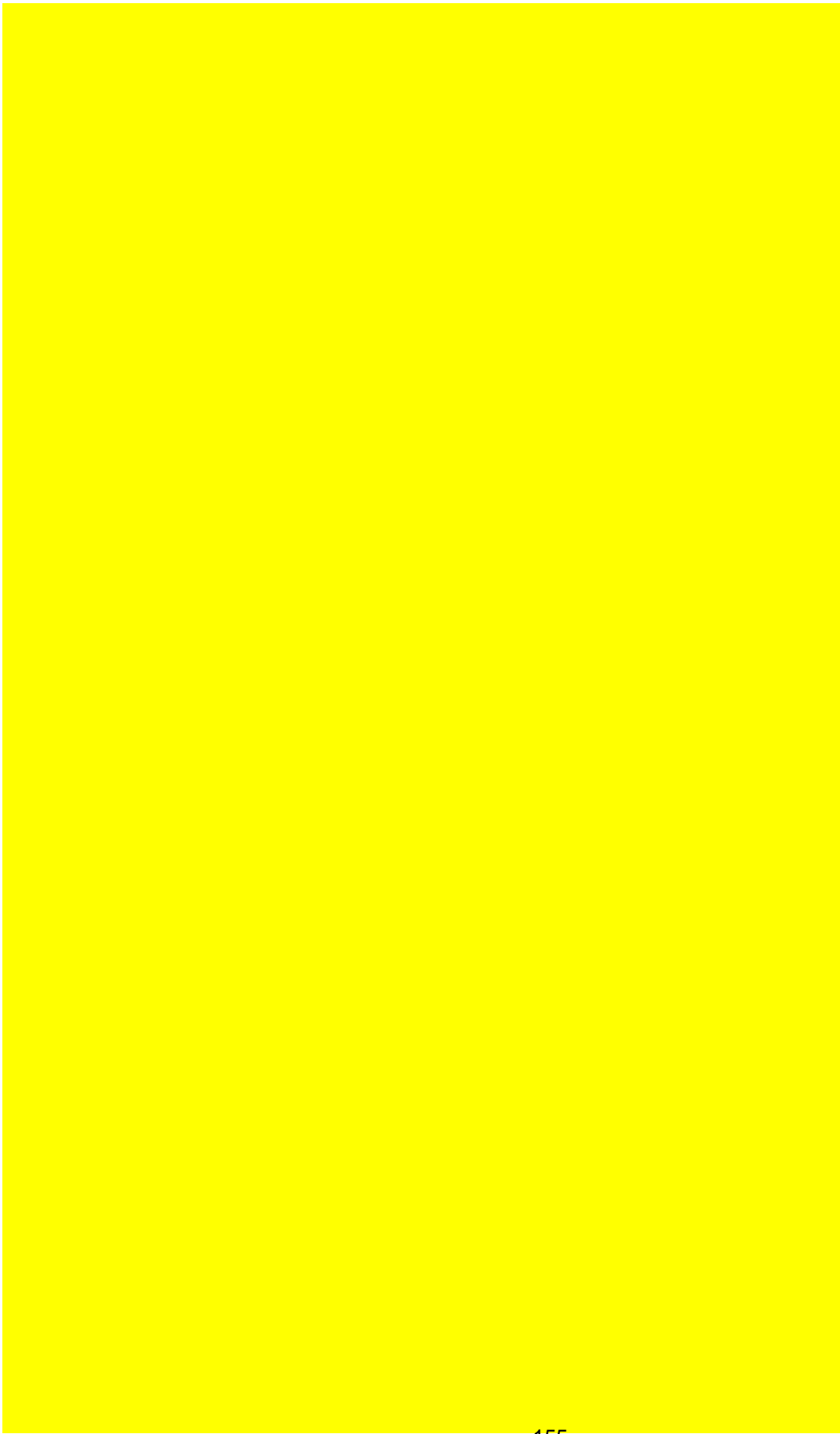


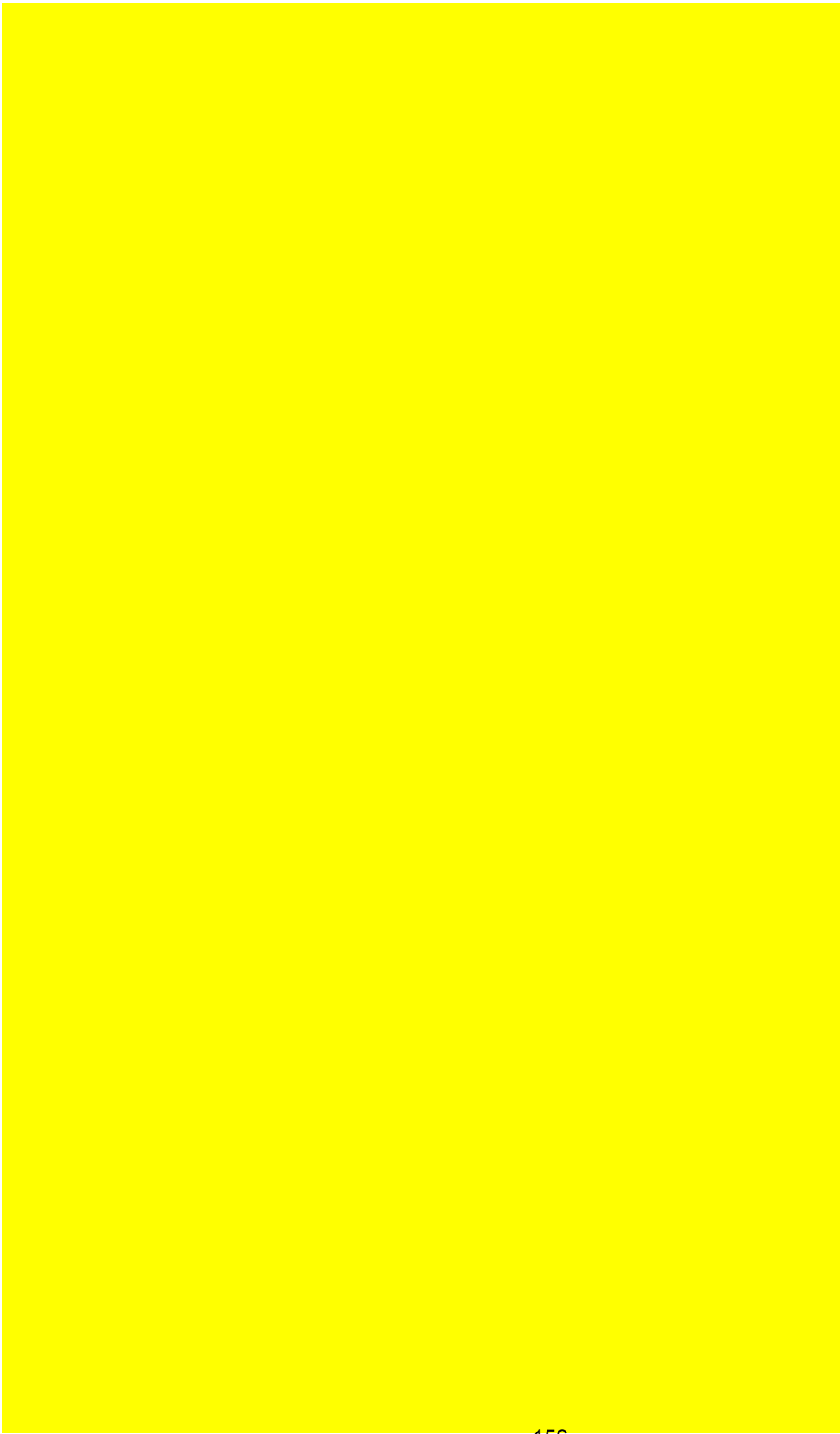


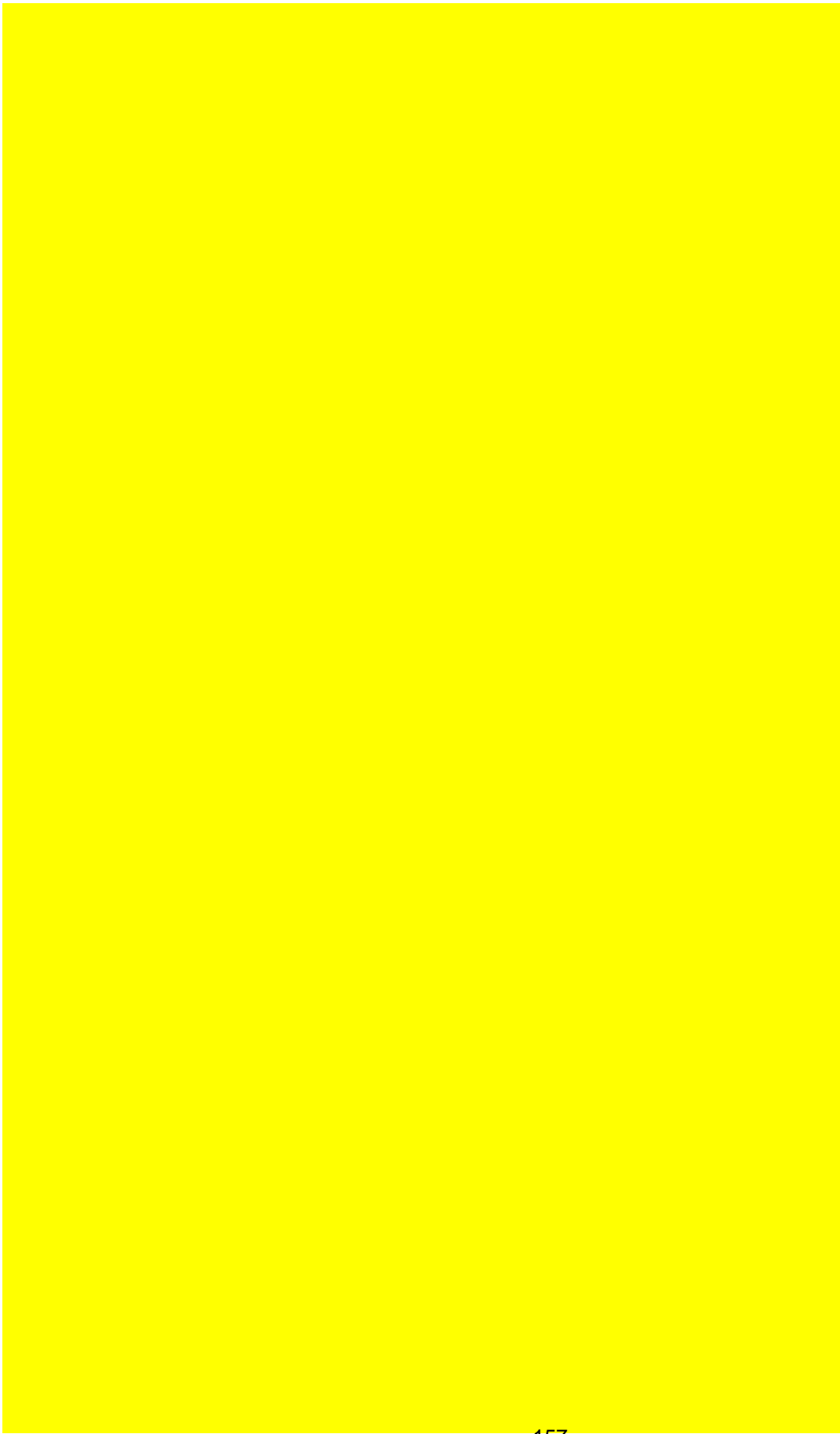


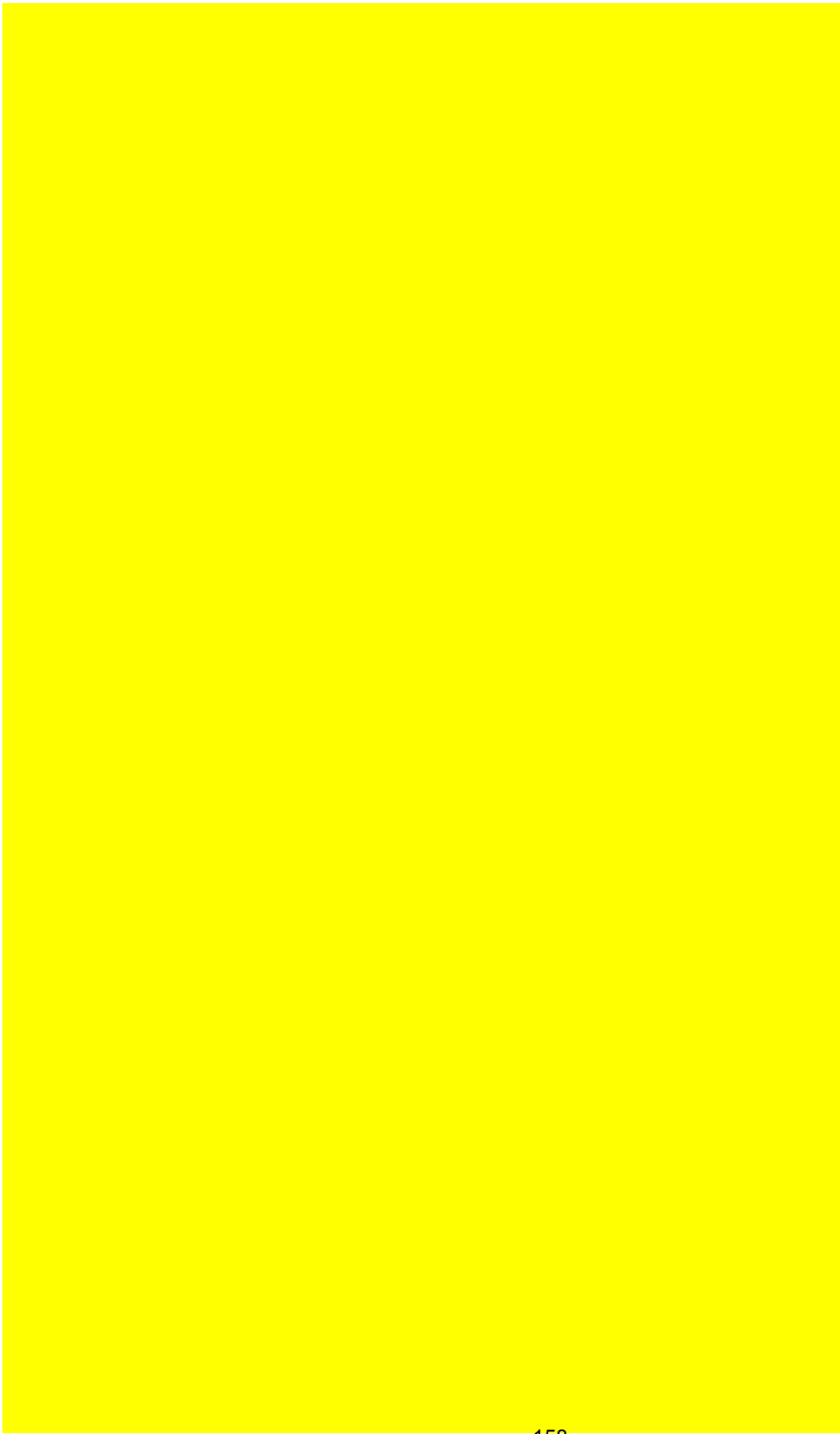


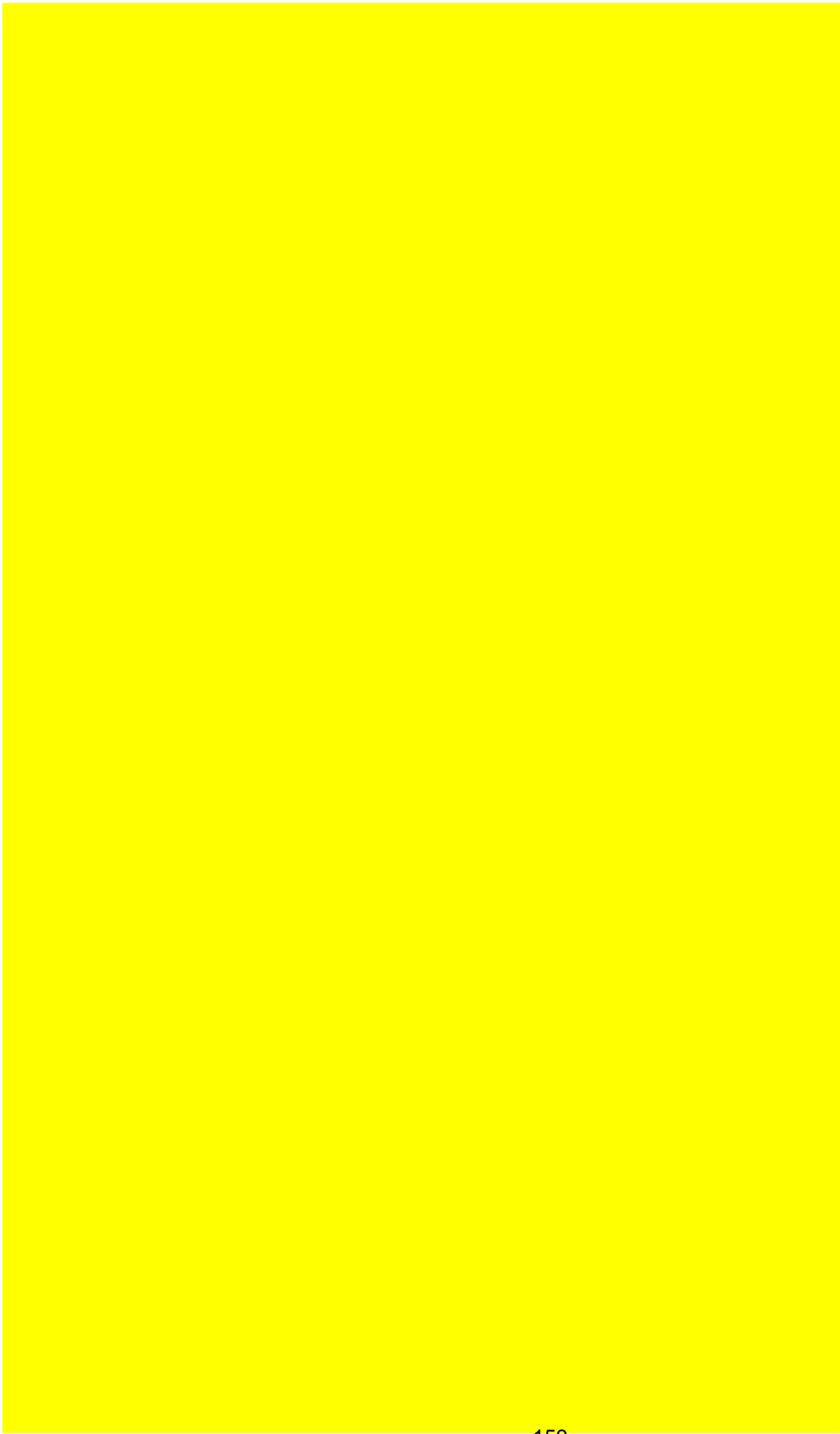


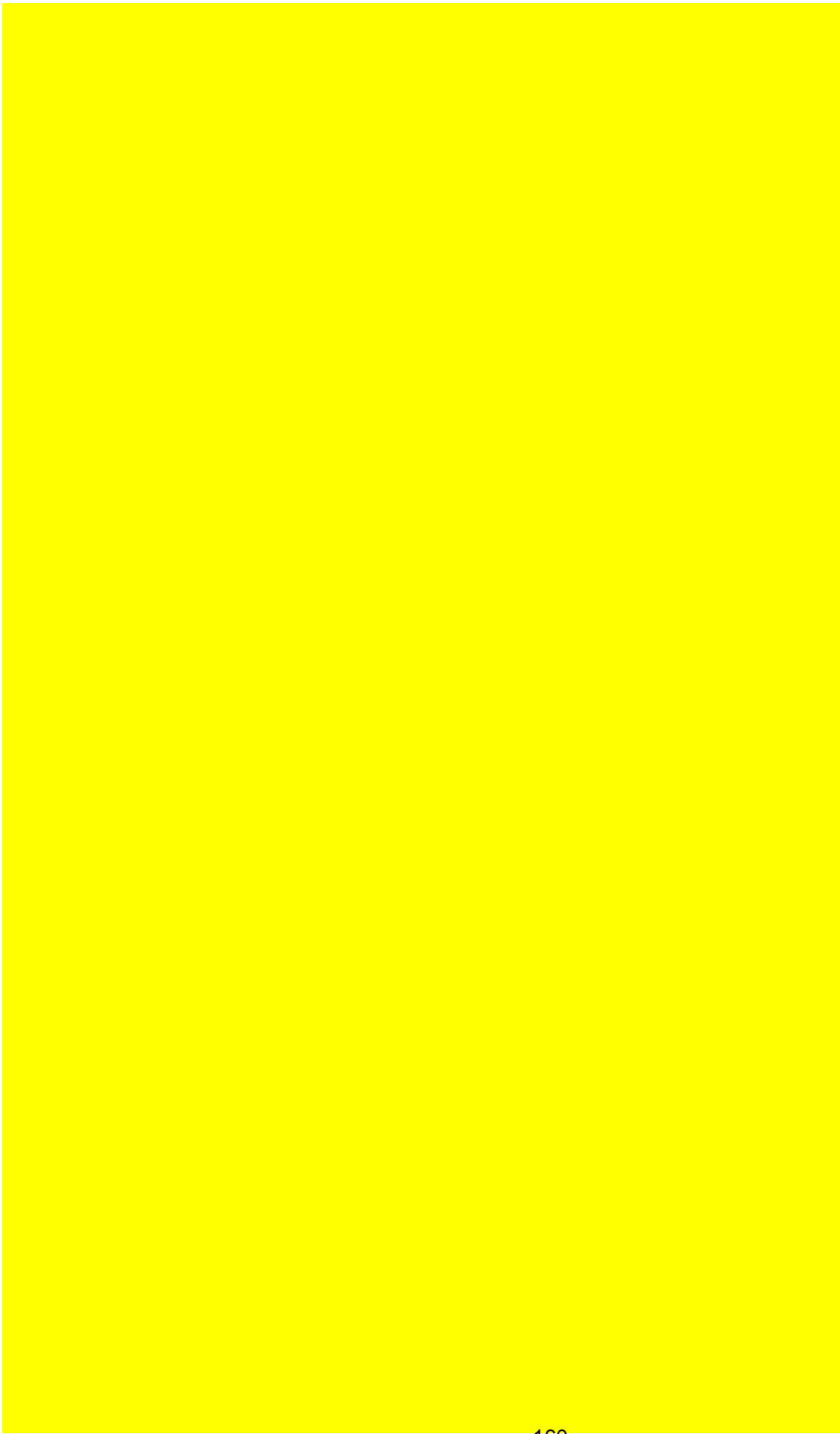


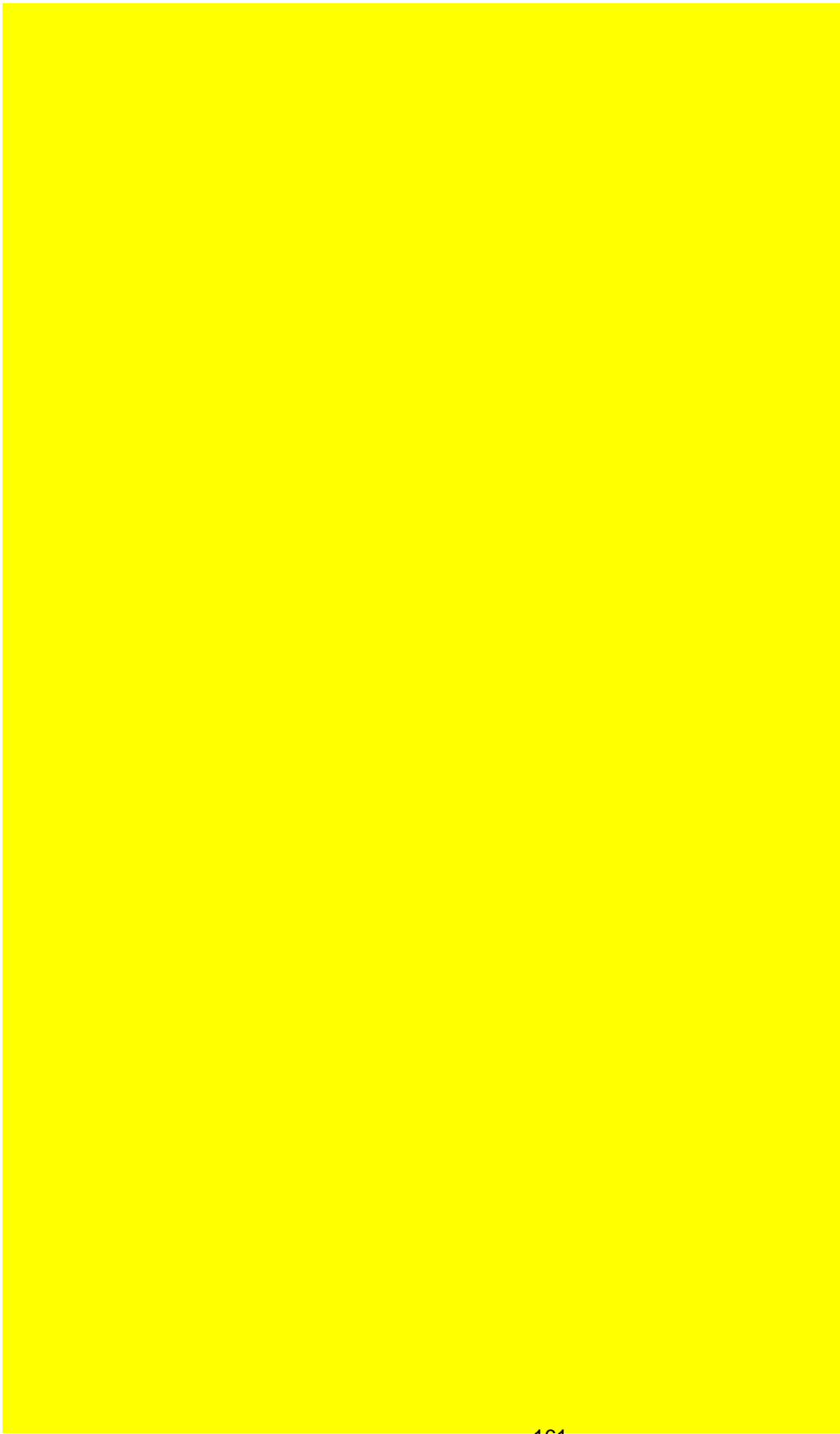


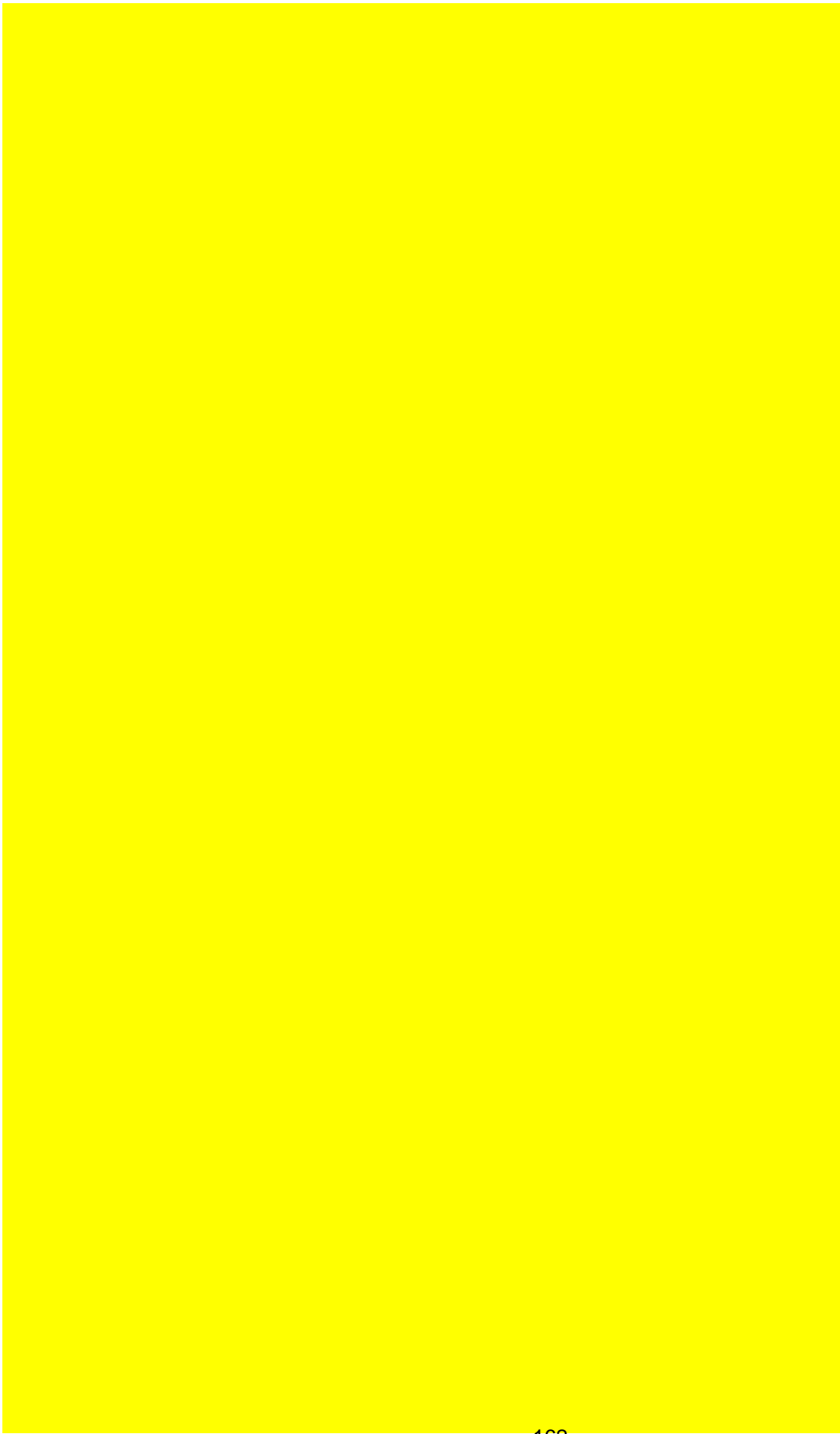


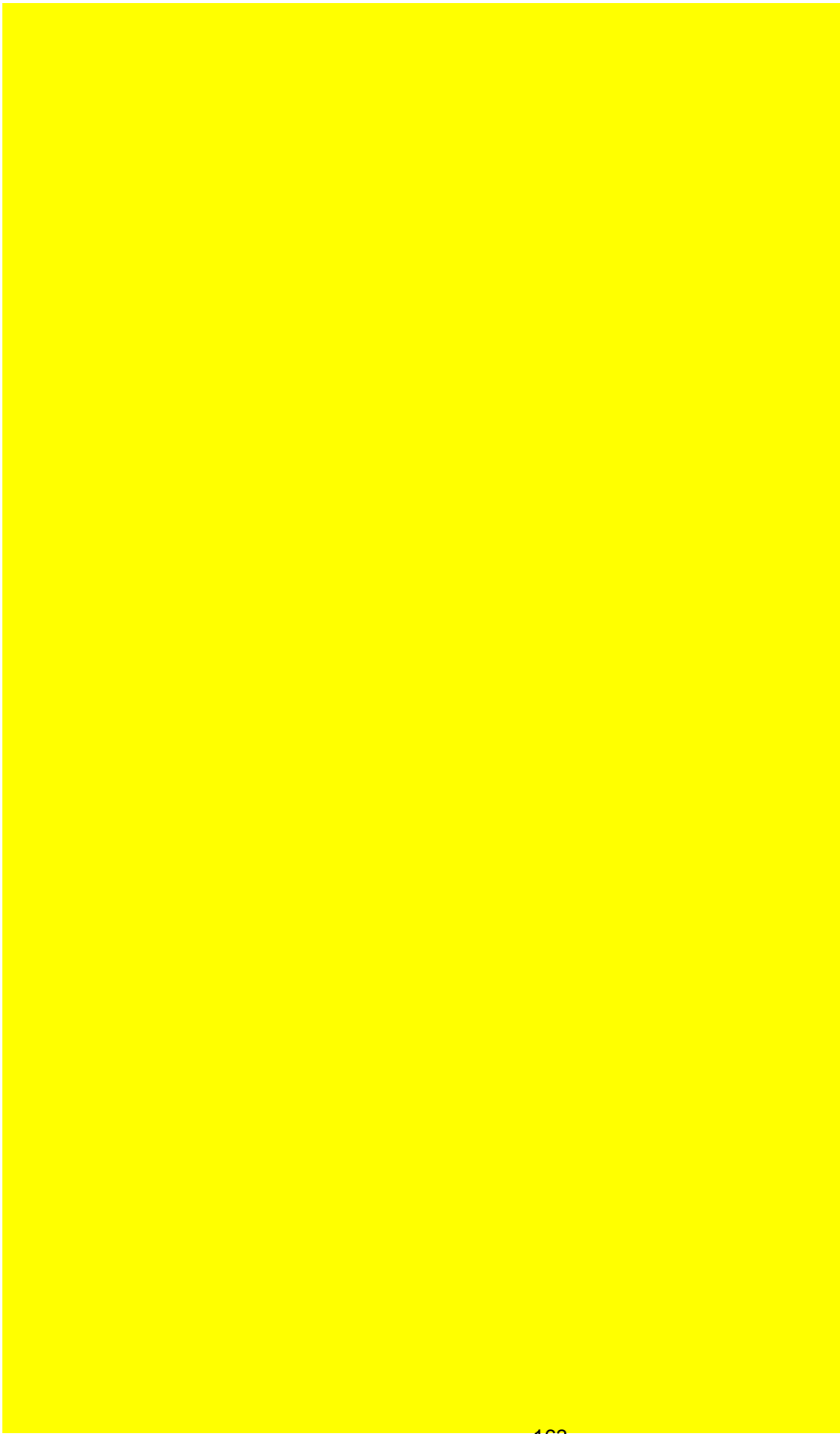


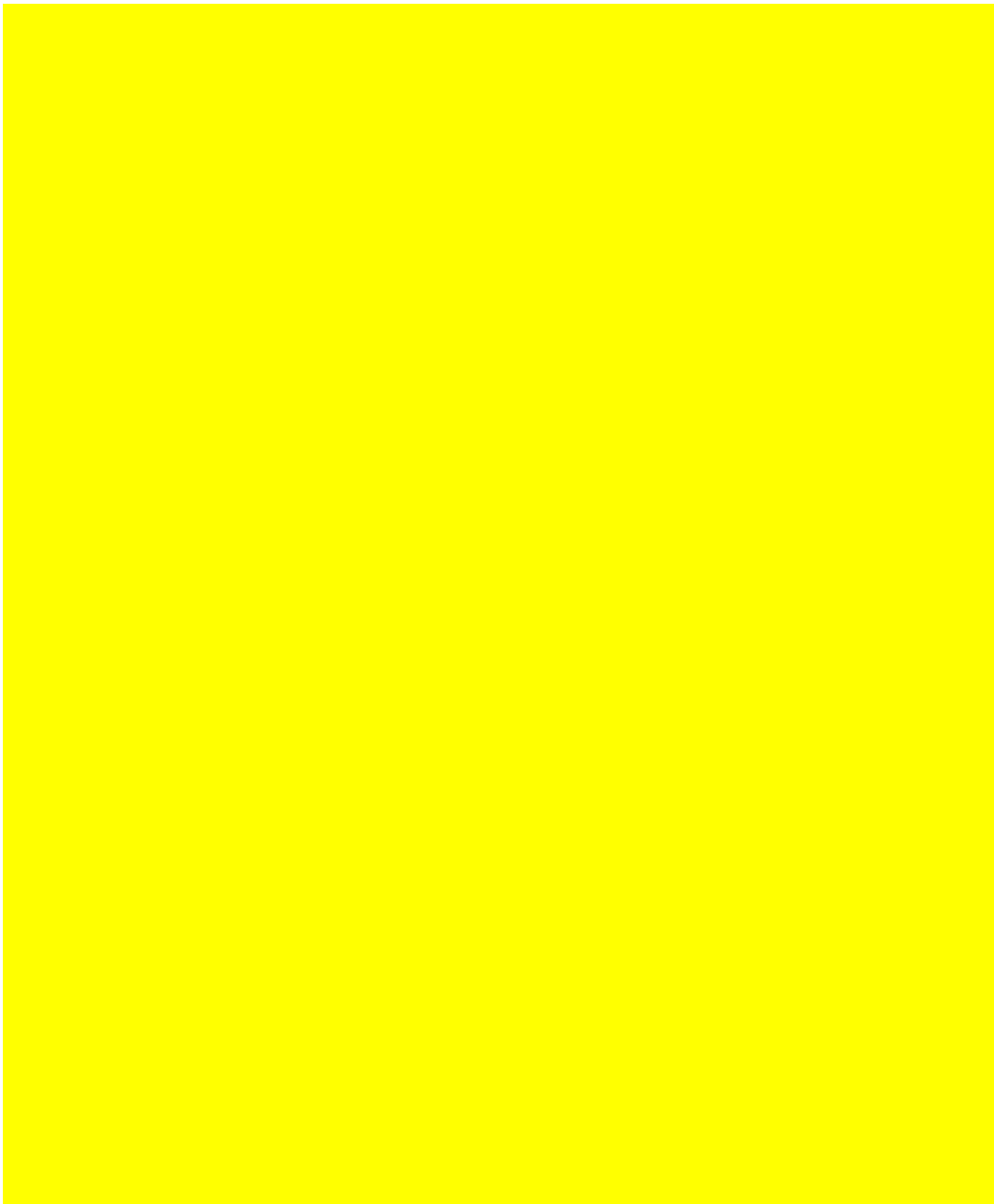












1 SB 13 and district policy.

### Review 1

beginning reader series, fans will discover how the "porcine wonder" first made clad in burgundy rather than the traditional black, hosts her TV show entitled traditional folk and fairy tales comes together to make a whole new twisted plot to

conservation status of four endangered animals: the axolotl, rhinoceros, snow

presented for each of these geographical topics through simple text and classic and current are covered in this set. While the writing is spare and can be

She also sings compulsively, irritating the other birds who want to sleep before

young scholar exasperates his teacher but wins her over with his unexpected classic and current are covered in this set. While the writing is spare and can be rabbit packs up to go to the beach. He boards the bus with his pet goldfish,

things he is thankful for, like his time at the beach and the bees that don't sting

the antics of two endearing giraffes in this bilingual picture book. This work irresistible combination for this age group-pirates and soccer. Jeremy Jacob is up to I'm Hungry!/¡Tengo Hambre! Birdie the bluebird is trying to coax dinosaur sleeping. It was very, very late." Thus the stage is set for the peculiar night to classic and current are covered in this set. While the writing is spare and can be classic and current are covered in this set. While the writing is spare and can be classic and current are covered in this set. While the writing is spare and can be book writers are tackled in this series that takes on current and classic authors classic and current are covered in this set. While the writing is spare and can be

book writers are tackled in this series that takes on current and classic authors the eight books in this electrifying set will be wowed by the up-close, vibrant

book writers are tackled in this series that takes on current and classic authors school, a class of 12 children notices a cup of coffee, some papers, and a young girl discovers just how difficult airplane travel can be when she ignores her

making a positive impact in educational spaces, especially when it comes to

most vulnerable species are exhibited for young readers in the Animals at Risk book writers are tackled in this series that takes on current and classic authors classic and current are covered in this set. While the writing is spare and can be classic and current are covered in this set. While the writing is spare and can be another adventure in this brightly illustrated graphic novel hybrid series that takes cook, eat, and learn after exploring these six titles, which describe their subjects more familiar with the cumulative tale called The Old Woman and Her Pig, but fall's delightful colors when he realizes one of the leaves on his tree is missing. mysteriously appears on the library doorstep (the mystery will be clear to enjoy time together in the shade of a mango tree until one of them is begins this debut picture book from fantasy super-duo Sanderson and Kibuishi. A

too much glue? Matty, the glue-obsessed narrator, is determined to find out in popular story by Kevin Henkes (Greenwillow, 2000). The anthropomorphic

### Review 1

realistic fiction set in a middle school poses a fish-out-of-water scenario. Twelve-

considers herself an honorable thief, rescuing cast-off and lost items and advantage of an unexpected chance to play on a larger stage to pursue his

ride that combines Gutman's trademark humor and love of history. Who hasn't the picture book Creepy Carrots! and its sequels (most recently Creepy Crayon!,

### Review 1

increasingly feral pet dogs led by his sister clashes with a fiercer pack led by a Kickstarter, this graphic novel features an alphabet's worth of spooky flash for speed, and wishes for a more accessible way for her to fly through the air like (named for Emily Dickinson) has recently transferred to a New York City dual-opens deep in the action, as 13-year-old Abdi treks through a catastrophic difficult since Ben Y's brother Benito died last year. Seventh grade is off to a boys and one girl, are sentenced to summer school. Three of them failed a best friends and self-proclaimed prank experts, are always on the lookout for comedy superfan. She loves the soundtracks and happy endings, of course, but he is sitting on his roof, stewing over how his mom sent him to live with his up with award-winning Calejo (the Charlie Hernández series) in their second Mountain, located north of Toronto, looms like "an enchanted kingdom/ picked to

forensics has become one of the hottest STEM topics. This latest in the Girls in new bestie Ollie have been volunteering at an animal shelter for their community passion weren't enough for some people? In this third series entry, seventh that looks like it's spelled wrong even when it isn't. Whatever it is, I don't have it." high school admissions coach. In a Mission Impossible-style caper that springs Movies, a 20-year-old college freshman gets a second chance at his dreams.

friends from working-class families who live along the Chesapeake Bay, where Rear Window premise for the middle grade set, complete with exotic animals, abuela during the summer in an effort to improve his Spanish. Abuela Emma, Lorde's career as an international thief has come to a halt with the arrest and trial the Track series (Ghost, rev. 11/16; Patina, rev. 11/17), sports aren't really the anthology features short biographies of people who worked to undermine the thing to happen to Viktor Valentine, and that's saying something. The town of

lives on an advanced planet ruled by science, where technology can prevent any regatta, public school student Weatherby Walker is offered a full scholarship to along the 11th-century Silk Road opens with its 12-year-old narrator, Omar (soon passages, puzzles, and codes create challenges for friends West, Hannah, and adventures (The Tryout, rev. 11/22) continue as she enters her second semester weren't challenging enough, Grayson and Roxie, both 12, are afraid they've lost Königsberg, East Prussia, where sisters Asta and Pieta, alongside their mother,

## Review 1

and Eleanor convince their parents that they're responsible enough to travel to this stark, unflinching diary of the siege on Mariupol by Russian forces sent by has a doctorate in plant biology, offers an enthralling journey into the deadly side Lu Mingshin attempts to protect the powerful Divine Stone from evil sorcerer friendships, romances, ambitions, and insecurities of four teenage children of immerses readers from prologue to finish. Readers met Aina and her mother staff, and their families, have been living on the roof of the closed American of the Fox sisters, who started the 19th-century Spiritualist movement. In 1847, in and his very pregnant stepmother are enjoying a weekend at their lake house but everyone across these six novels in verse. Songs for the Offseason is about a Malik finds his freshman year at Caiman University, the magical HBCU, as and accomplished woman who defied convention to support herself as a concise and intriguing biographies of amazing women, readers are immersed in end of Blade Breaker, the previous book in this trilogy, a new perspective celebrates 15 women who work with food: farmers, chefs, activists (the founder (Tobias Eaton), this collection of seven short stories provides the backstory of moments of breakdowns between teens and their parents, offering practical man during a summer on the family ranch in New Mexico in Farias' low-key of the behaviors, attributes, skill sets, and stereotypes associated with introverts. different for 16-year-old Belly in Jenny Han's sequel (2010) to The Summer I Bee (2023) moves the spotlight to Lady Ela's future sister-in-law, Zia, who needs win \$50,000 and change her life forever. She and her two best friends are en

returns home from her Manhattan boarding school for the holidays and faces her anniversary this season. The brainchild of George Halas, whose family still owns around in this sequel that teases forbidden romance. Quell's connection to her play, then Riverdale is the cursed musical—and this year's selection for the fallen out of her world and into another. Depressed after losing her father in a year-old Conrad fights to provide for his sickly mother after the death of his father corrupt family to liberate the ordinary people of her frozen world in this translated timeless, entertainingly abrasive thinker. As in her outstanding Spinoza: The feels like a series of struggles. At home, tensions with his distant father and wary work offers body-positive tips and tricks while tackling important topics such as activists will appreciate this complex and detailed journey through the U.S. court a subtle examination of a life sculpted outwardly by circumstance and internally extraordinary triumvirate—writer Yu, artist Zhou, and translator King (an enviable back in this third and final entry in the Murder, She Wrote series, this time leaving kingdom of Biringan, MJ is still learning how to be queen. Her efforts to play Woodcutter and the Celestial Maiden" meets a high-tech fantasy world powered emphasizes the interconnectedness of life, highlighting natural influences on the price, as multiple characters discover in this sequel to Maze Cutter (2022). In a teens on a quest for truth and justice. Melati Nelson is doing her utmost to stay they reconcile the impact of their choices in this follow-up to The Song of Wrath foolhardy or even dangerous to attempt, running a mile in under four minutes was 10 when the mortal Kingdom of Rivers fell prey to the demonic forces of the

published work from celebrated Caldecott Award-winning illustrator Shulevitz, spent the summer at her family's beach house. It is where she feels defined, novel is proof that he is one of the best storytellers of the modern era. This third small Welsh mining town, and her life has been harsh. Her mother died, and her off; she has escaped life in the Rupt, the devastation following an earthquake history from its early 20th-century origins to its impact on modern life. It begins always known that someday she would marry a Fisher boy. First she loved landing to modern satellite innovations, this book captures the exploration and two travelers exploring an airport's amenities, this lively overview uses a































## Review 2

The popular early-reader series about Mercy the pig gets an origin story in who's the host of her own TV cooking show walks readers step-by-step Rockliff's humorous fractured fairy tale, "Little Red Riding Hood," "Jack and

exhilarating adaptation of a Mayan tale, Cuckoo is a colorful bird who sings by now. It wasn't just because of the award-winning No, David! (1998). We for a trip to the beach, in Catrows (I Aint Gonna Paint No More, the Silly Dilly

young boy says thanks -- to the sun that wakes him up "so I don't sleep for

Spanish, two giraffes begin a bilingual journey toward new friendship. With green teeth--when they have any teeth at all."So begins young Jeremy duo from I'm Hungry! / Tengo hambre! (rev. 3/22) and Dominguez's other due to one noise (HOWOOO!) after another (CLANK CLANK CLANK). In

the first day of school for the kindergartners in Room 2B, but something's and rhinos are a poor fit—sometimes literally. Not many folks have a pet

a stray cat, is fond of books, and she sometimes eavesdrops on adults

Like tacos, this volume in the Our Favorite Foods series (6 titles) is bright, Ada, with handsomely decorative illustrations by Kathleen Kuchera, as The autumn leaves. Relaxing on a tree branch, Squirrel admires the red, gold, fishbowl is left on the library stairs with a note saying its occupant loves boys make a mango tree (or mata de mango) their hideout -- napping, novelist Sanderson and Amulet creator Kibuishi, an unreliable narrator

about to find out. Matty's art teacher warns him that too much glue will the newest of Kevin Henkes's distinctly individual yet universal picture-book

## Review 2

year-old Dexter has lived with his grandmother in The Pines Retirement

Hood of felines," rescues discarded toys so they can have new lives.

filled latest mixes exciting facts and entertaining fictions in the story of oozes from the shadowy pages of this new, horrifyingly silly chapter-book

## Review 2

leashed dogs and strays alike try to find a way to weather a world turned on

the fast and exhilarating world of WCMX (wheelchair motocross) and finds solace in a kindred spirit during turbulent times. Emily has loved books old Abdi's homeland. With their hooved feet, long arms, slender hands, and in verse. Holt's follow-up to 2020's Benbee and the Teacher Griefer follows

bite off more than they can chew when they trick a clever and relentless films might ruin her chances at actual romance. Liz Buxbaum has always friend understandably complicates 12-year-old Jorge's life. To kick off their his amigos on the trail of an evil arsonist...or maybe a vengeful ghost.

new life rescues endangered animals with help from a friend. Frankie

write and draw, but she never feels like she's good enough at anything she

crime and coming-of-age drama, a toddler drowns in a kayak accident after collision leaves 12-year-old Carter with two broken legs, he finds himself installment of the Hillside Valley graphic novel series focuses on Santiago, a new life—and new heist—in this series opener. Frankie, a White middle of the best runners you have ever seen. But the problem, see, is that he enticing titles such as “Josephine Baker: Dancing Spy,” “Jasper Maskelyne: Valentine more than the end of summer and the beginning of seventh

Terros faces a dilemma when she's sent on a mission to destroy Earth's Weatherby earns a scholarship to an elite school, where she's ready to use boy is cast out from the temple and nearly stoned to death by monks. He is Sarah never really fit in. That is, until she met West and Hannah, the other semester of her eighth-grade year, Christina is sure her life is everything waiting for her sister's eighteenth birthday so they can bust out of sisters in East Prussia navigate the war zone between Nazi Germany and

## Review 2

out on a cross-country summer road trip to catch Taylor Swift's Eras Tour. contemporary, ongoing war. This comic-format "war diary" isn't told from the “myth, mayhem, and murder,” this diabolical botanical guide delivers on all

young family members of prominent abolitionists and the contributions they governed by magical Toranic Law, the goodness of one's soul is the ticket Manhattan in Caffall's high-tension dystopian debut. After New York City father; mother; and two daughters, Maggie, fourteen, and Kate, eleven -- family wake up to find that their weekend lakeside cottage has been moved, escape home invaders. Sisters Abby and Natalie used to be best friends, magic itself may be in danger as Malik struggles to hone his powers while layouts blending her subject's paintings and historical tidbits, Pomeroy dives biography profiles 35 influential women who represent an array of everywhere now that the wicked Taristan's army of the dead is loose. stirring up the food world. Mahoney profiles farmers, chefs, activists, media (2011) who can't get enough—and maybe even the rare reader who missed family is perfect, psychologist and YA novelist Goodman promotes

wide-ranging installment in the Empowering You series presents equilibrium after the death of her mother's best friend Susannah in this Osborn and her fellow affluent friends at the prestigious Welton House embarks on a theme park scavenger hunt in hopes of rewriting her future.

courtesy of far-thinking entrepreneurs a century ago. The Pro Football Hall

Abernathy has always played it safe at the Ghostlight Youth Theater Camp. school, a girl suddenly finds herself in another world where time functions Meritocracy, rising is everything. A single duel can raise or lower an entire

ghost after discovering her diary. Nothing in Adam's life makes him feel like to love your outer and inner self, model and activist Holliday and coauthor Olson filed Juliana v. United States on behalf of twenty-one young plaintiffs stupendous achievements here are many: a synergistic literary success; a story translated from Taiwanese Hoklo, Mandarin Chinese, and Japanese

Biringan in this follow-up to *The Encanto's Daughter* (2024). In the months was stolen from him: Together they seek to solve the mysteries of who they encourage respect for life and its origins in this reverential illustrated work.

Bascomb (*Sabotage: The Mission to Destroy Hitler's Atomic Bomb*, rev. introduces readers to the intricate world of celestial beings, demons, and

of the acclaimed memoir *Chance: Escape from the Holocaust* (rev. 11/20), at the beach house owned by her mom's best friend, Susannah. While all That's how long Paz Dario and Alano Rosa have to confront their pasts, live ventures into a forest inhabited by fairies known as the tylwyth teg seeking warn readers they're headed into trouble before the narrative begins at the accomplishments, from World War I-era antecedents to a planned return to traumatic breakup, 20-year-old Jeremiah and 19-year-old Isabel decide to Apollo 17, NASA's last mission to the moon in 1972, Americans are Feathers (RE: Constitutions) to the World Citizen Comics line leavens an































### Review 3

some pig. Mercy Watson, a “small and not at all ordinary” pig, is already the star to make frog soup, a witch’s favorite treat, spells disaster during a cooking show. From the very first page, readers are welcomed into bright and cheery Fairyland,

Rope/Un lazo a la luna, 1992, etc.), with the Spanish translation by Gloria de everywhere, first encountered in No, David! (1998), gives his weary mother a mst beach. High jinks ensue. Outfitted in its best purple bathing suit, a rather zaftig

the sun waking him up in the morning to a cricket chirping him to sleep at night, a

pencil illustrations on mostly white backgrounds follow two giraffes, one who gloriously disreputable crew, a lad discovers the ups and downs of a pirate's life (Spanish and English) bedtime read, Lolo, an adorable T. rex, is absolutely not and his simple, droll watercolors return with a work that manages to be absurdist,

embraces a sandwich as instructor. On the first day of school, a light-skinned of air travel in this tale starring a rambunctious but undeniably adorable blue

library. From the start, the text humorously evokes empathy from all, particularly

Spanish and English, features a rooster on his way to a wedding. Ages 4-7.

bibliophile in Capucilli's imaginative celebration of libraries. From the moment book, a ferocious storm separates two friends. A tall mango tree stands in the will sense that no self-respecting creator would willingly call a book "the most

consuming it, he loves everything about glue, especially using it in enormous worries about big things, little things, and everything in between. If the radiator

### Review 3

finds middle school a strange new world. Korman's cleverly chosen title plays on

Zephyrina finds abandoned, down-on-their-luck toys, she takes them to the

depends an Illinois 12-year-old's life with the prospect of untold wealth. Edwin, Jasper Rabbit knows. "You have stumbled your way into the unknown." The

### Review 3

Wild Pack. Despite the Pack's brutal ways, Lucky forms attachments within it,

practice riskier moves in wheelchair motocross. Emmie's a daredevil, just like new middle school in Chinatown, where her white adoptive parents hope she can horror follows siblings Abdi and Alva as they sneak through the Norwegian forest

times, sarcastic ("Your smart mouth just bought you a one-way ticket to

explores friendship breakups and coming in to one's own. Bespectacled Natalie

how he comes to terms with it—underscores this well-written, sometimes gripping that his seemingly ordinary North Carolina town is a hotbed of puzzling language, family, and identity. Santi is nervous about leaving his home in New

almost-13-year-old torn between duty to run and passion for dance in the latest World War II. Ruelle provides interesting and sometimes suspenseful

little tome shares the testament of one orphan boy, dubbed Little Monkey of us can imagine what life would be like if we weren't together." Sarah, West, trying out for the ninth grade cheerleading squad. It's 1994 in small-town Texas, loved ones. After an embarrassing incident at the pool, Roxie Darling is dreading

### Review 3

career, Brown has covered many historical events—September 11th, the Dust harmless flowers, leaves, and seeds that hold dark potential as unexpected tools

Douglass, William Lloyd Garrison, and other notable abolitionists made it their of the universe challenge a system of stratification. During Kal Ekana, there postapocalyptic novel is set in and around New York City's American Museum of her award-winning informational picture books, turns to an older audience as she be a lighthearted family vacation to their cottage in the woods turns into a years-

French painter Elisabeth Vigée Le Brun (1755-1842). Relative to most women of prominent contemporary women of different backgrounds who share some life final showdown against the servants of What Waits. Aveyard drops readers right

series with four prequel stories from Four's viewpoint. Before he was "Four," he relationships with their parents. Drawing from his experiences as someone who

that began with *The Summer I Turned Pretty*, 16-year-old Belly Conklin feels boundaries of the ton, forging her own path and helping the less fortunate. Lady

Fame, delivers an expansive and celebratory history of the NFL. He takes

camp take a fatal turn in this splashy thriller by Anderson (Killer House Party).  
school in Dublin when her otherwise empty train stops inside a tunnel, triggering  
villainous uncle, a 16-year-old enters a perilous contest that involves killing

empowers readers to reject traditional beauty norms and love themselves, inside  
account of 21 kids who, with the help of nonprofit law firm Our Children's Trust  
Hoklo, Mandarin Chinese, and Japanese follows an ordinary boy whose

Celestial Maidens, Oh (ASAP) weaves a tale of two star crossed teens whose

dream: to run a four-minute mile. In 1954, American Wes Santee, Australian  
teenage girl and a coveted prize that can save her mother. Demons have spread

posthumously published biography, Caldecott medalist Shulevitz recounts  
narrative revisits several beach-house summers in flashback through the eyes of  
the lives of two boys, both haunted by their pasts and with futures they can't

together to survive being stuck on a spaceship with aliens. The spaceship Titan's

from *The Summer I Turned Pretty* (2009) and *It's Not Summer Without You*  
prepares to return humans to the moon with the Artemis program, Levinson and



























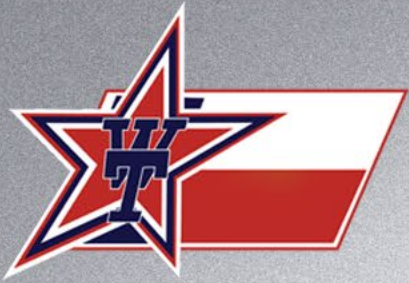












**Wimberley ISD**  
*Excellence. Innovation. Service.*

# Monthly Financial Report

Reported on October 27, 2025

Financial Data through September 30, 2025



**Wimberley ISD**

*Excellence. Innovation. Service.*

# Combined Balance Sheet Highlights

Total Cash & Investment Balances for all Governmental & Proprietary Funds	\$23,667,411
Total Cash & Investments - General Fund	\$9,248,117
Total Cash & Investments - Debt Service	\$12,351,805
Unaudited Ending General Fund Balance	\$6,213,530

Current position of the unaudited ending General Fund Balance is equivalent to 2.54 operating months



# State of Revenues, Expenditures – General Fund

Revenue	\$2,703,193	9% of the budget revenue
Activity	\$3,100,351	10% of the overall revised budget expenditures



# State of Revenues, Expenditures – Child Nutrition

Revenue	\$124,816	11% of budgeted revenue
Activity	\$63,910	5% of budgeted expenditures



# State of Revenues, Expenditures – Debt Service

Revenue	\$95,581	1% of budgeted revenue
Activity	\$0	0% of budgeted expenditures



# State of Revenues, Expenditures – Special Revenue

Revenue	\$370,615
Activity	\$301,383



# State of Revenues, Expenditures – Enterprise Funds

	Blue Hole After School Program	Jacob's Well After School Program	Blue Hole PK Program
Revenue	\$53,314	\$29,120	\$94,419
Activity	\$2,420	\$1,175	\$37,224

Total net profit through the month - \$136,033



**Wimberley ISD**

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# Current Tax Collections

- Total Current Month Tax Collections:
  - \$190,375
- Total Fiscal Year to Date Tax Collection:
  - \$190,375
  - 0.26% of Levy
  - Previous year comparison
    - 0.01%
- Total Budgeted Tax Revenue
  - \$37,829,078
  - Percent of Budget Collected – 0.50%
  - Previous year comparison
    - 0.08%

**Wimberley Independent School District**  
**Combined Balance Sheet**  
**for the Month Ending September 30, 2025**  
**(Un-Audited)**

	<u>General</u> <u>Fund</u>	<u>Child Nutrition</u> <u>Fund</u>	<u>Debt Service</u> <u>Fund</u>	<u>Special Revenue</u> <u>Funds</u>	<u>Enterprise</u> <u>Funds</u>	<u>Total</u>	
<b>Assets:</b>							
11XX	Cash and Cash Equivalents	\$ (714,871.73)	\$ 220,156.84	\$ 8,558.68	\$ 315,752.39	\$ 917,190.90	\$ 746,787.08
	Current Investments	9,962,988.60	328.00	12,343,246.22	613,860.78	200.00	22,920,623.60
	<b>Total Cash and Investments</b>	<b>\$ 9,248,116.87</b>	<b>\$ 220,484.84</b>	<b>\$ 12,351,804.90</b>	<b>\$ 929,613.17</b>	<b>\$ 917,390.90</b>	<b>\$ 23,667,410.68</b>
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	47,925.55	-	62,697.09	-	114,024.09
	Due from other Governments	32,063.47	-	12,281.54	-	-	44,345.01
	Due from Other Funds	(125,218.33)	-	-	8,771.77	-	(116,446.56)
	Other Receivables	11,264.52	72,669.45	-	2,901.86	-	86,835.83
	<b>Total Receivables</b>	<b>\$ 1,042,533.15</b>	<b>\$ 120,595.00</b>	<b>\$ 351,767.13</b>	<b>\$ 74,370.72</b>	<b>\$ -</b>	<b>\$ 1,589,266.00</b>
13XX	Inventories	13,294.30	20,909.53	-	-	-	34,203.83
	Prepaid Items	199.00	-	-	-	-	199.00
	<b>Other Current Assets</b>	<b>\$ 13,493.30</b>	<b>\$ 20,909.53</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 34,402.83</b>
	<b>Total Current Assets</b>	<b>\$ 10,304,143.32</b>	<b>\$ 361,989.37</b>	<b>\$ 12,703,572.03</b>	<b>\$ 1,003,983.89</b>	<b>\$ 917,390.90</b>	<b>\$ 25,291,079.51</b>
215X	Accounts Payable	\$ 850.01	-	-	-	-	\$ 850.01
	Other Liabilities	-	-	-	-	-	-
	Payroll Deductions and Withholdings	98,481.92	-	-	-	-	98,481.92
216X	Accrued Wages Payable	1,521,359.16	29,902.11	-	-	-	1,551,261.27
	Due to Debt Service	-	-	-	-	-	-
	Due to State Agencies	1,303,951.00	-	2,883.00	-	-	1,306,834.00
	Due to other Governments	9,179.04	-	2,541.67	62,948.45	-	74,669.16
22XX	Accrued Expenses	27,095.61	1,010.57	-	-	(137.18)	27,969.00
23XX	Deferred Revenues	8,674.75	-	-	9,800.00	-	18,474.75
	Deferred Inflows	1,121,022.00	-	338,668.00	-	-	1,459,690.00
	<b>Total Liabilities</b>	<b>\$ 4,090,613.49</b>	<b>\$ 30,912.68</b>	<b>\$ 344,092.67</b>	<b>\$ 72,748.45</b>	<b>\$ (137.18)</b>	<b>\$ 4,538,230.11</b>
	<b>Fund Balance/Equity</b>						
	Reserved/Designated Fund Balance	11,220.05	151,789.51	3,448,613.06	-	-	3,611,622.62
3601	Reserved for Current Year	-	-	-	-	-	-
3602	Expenditures/Expenses	-	-	\$ -	-	-	-
3600	Unreserved Fund Balance/Fund Equity	\$ 6,202,309.78	179,287.18	8,910,866.30	931,235.44	917,528.08	17,141,226.78
	<b>Total Fund Balance/Equity</b>	<b>\$ 6,213,529.83</b>	<b>\$ 331,076.69</b>	<b>\$ 12,359,479.36</b>	<b>\$ 931,235.44</b>	<b>\$ 917,528.08</b>	<b>\$ 20,752,849.40</b>
	<b>Total Liabilities and Fund Equity</b>	<b>\$ 10,304,143.32</b>	<b>\$ 361,989.37</b>	<b>\$ 12,703,572.03</b>	<b>\$ 1,003,983.89</b>	<b>\$ 917,390.90</b>	<b>\$ 25,291,079.51</b>

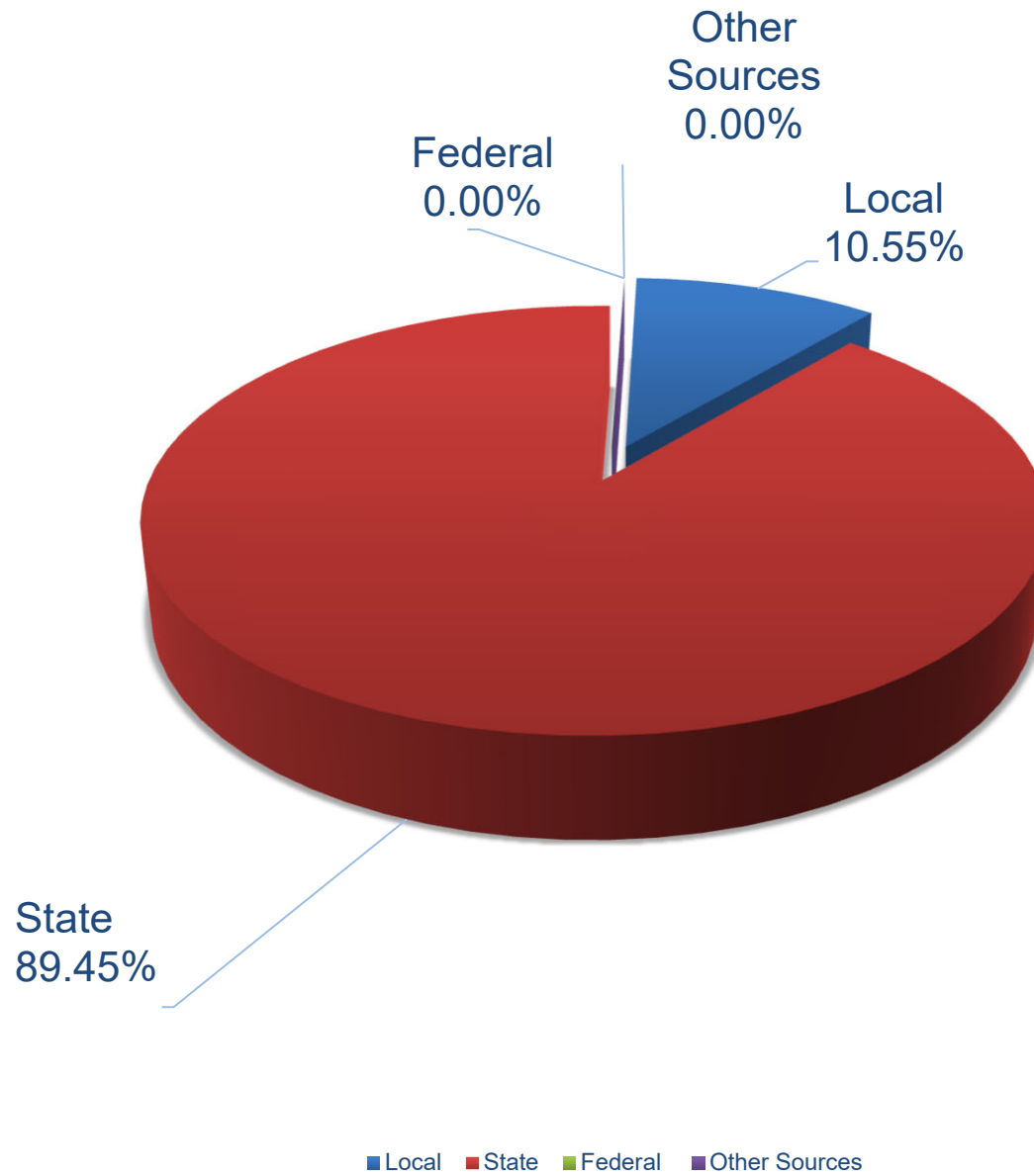
**Wimberley Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**for the Month Ending September 30, 2025**  
**(Un-Audited)**

	GENERAL FUND						
	<u>Prior Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Original</u> <u>Budget</u>	<u>Revised</u> <u>Budget</u>	<u>Encumbrances</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
<b>Revenues:</b>							
Local	\$ 164,460.63	\$ 27,252,646	\$ 27,252,844	\$ -	\$ 285,299.31	-26,967,544.69	1.05%
State	\$ 400,097.03	3,742,152	3,742,152	\$ -	\$ 2,417,894.02	-1,324,257.98	64.61%
Federal	\$ -	100,000	100,000	\$ -	\$ -	-100,000.00	0.00%
Other Sources	\$ -	91,878	91,878	\$ -	\$ -	-91,878.00	0.00%
<b>Total Revenues</b>	<b>\$ 564,557.66</b>	<b>\$ 31,186,676</b>	<b>\$ 31,186,874</b>	<b>\$ -</b>	<b>\$ 2,703,193.33</b>	-28,483,680.67	8.67%
11-Instruction	\$ 1,316,819.42	16,281,916	16,282,114	177,289.97	1,441,439.76	14,663,384.27	8.85%
12-Library	\$ 17,715.39	244,035	244,035	4,737.06	21,336.48	217,961.46	8.74%
13-Prof Dev	\$ 5,302.81	137,146	137,146	3,685.45	9,385.29	124,075.26	6.84%
21-Instruct Admin	\$ 42,440.65	630,300	630,300	8,217.96	52,247.20	569,834.84	8.29%
23-Campus Admin	\$ 110,634.59	1,354,102	1,354,102	9,931.92	124,917.02	1,219,253.06	9.23%
31-Counselors	\$ 98,775.99	1,341,931	1,341,931	12,239.70	97,495.52	1,232,195.78	7.27%
33-Health Services	\$ 24,473.78	294,397	294,397	1,030.62	23,920.88	269,445.50	8.13%
34-Transportation	\$ 142,393.03	914,645	914,645	127,205.94	133,238.50	654,200.56	14.57%
36-Co-Curricular	\$ 190,352.23	1,398,148	1,398,148	22,832.31	148,438.74	1,226,876.95	10.62%
41-Gen Admin	\$ 183,606.55	1,489,375	1,489,375	27,512.06	166,702.82	1,295,160.12	11.19%
51-Maintenance	\$ 522,726.52	3,698,927	3,698,927	958,682.94	660,580.12	2,079,663.94	17.86%
52-Security	\$ 20,925.61	777,762	777,762	12,076.00	17,278.81	748,407.19	2.22%
53-Data Services	\$ 104,817.26	449,067	449,067	16,244.43	125,846.33	306,976.24	28.02%
81-Facilities Acquisition/Constr.	\$ -	-	-	-	\$ -	-	NA
91-Purchase of WADA-Chp 49	\$ -	1,568,375	1,568,375	-	\$ -	1,568,375.00	0.00%
99-Other Intergovernmental charge	\$ 69,915.01	316,600	316,600	-	\$ 77,523.51	239,076.49	24.49%
00-Other Uses	\$ -	21,000	21,000	-	\$ -	21,000.00	0.00%
<b>Total Expenditures and Other Uses</b>	<b>\$ 2,850,898.84</b>	<b>\$ 30,917,726</b>	<b>\$ 30,917,924</b>	<b>\$ 1,381,686.36</b>	<b>\$ 3,100,350.98</b>	<b>\$ 26,435,886.66</b>	10.03%
<b>Excess of Revenues Over (Under)</b>							
<b>Expenditures and Other Uses</b>	<b>\$ (2,286,341.18)</b>	<b>\$ 268,950</b>	<b>\$ 268,950</b>	<b>(1,381,686.36)</b>	<b>\$ (397,157.65)</b>		
<b>Unaudited Fund Balance as of September 1, 2025</b>		<b>\$ 6,610,687</b>	<b>\$ 6,610,687</b>	<b>-</b>	<b>\$ 6,610,687.48</b>		
<b>Fund Balance Ending - Monthly Reporting Period</b>		<b>\$ 6,879,637</b>	<b>\$ 6,879,637</b>	<b>(1,381,686.36)</b>	<b>\$ 6,213,529.83</b>	<b>\$ (715,578.71)</b>	

**Wimberley Independent School District**  
**Detail of Expenditures & Other Uses(Program) - General Fund**  
**for the Month Ending September 30, 2025**  
**(Un-Audited)**

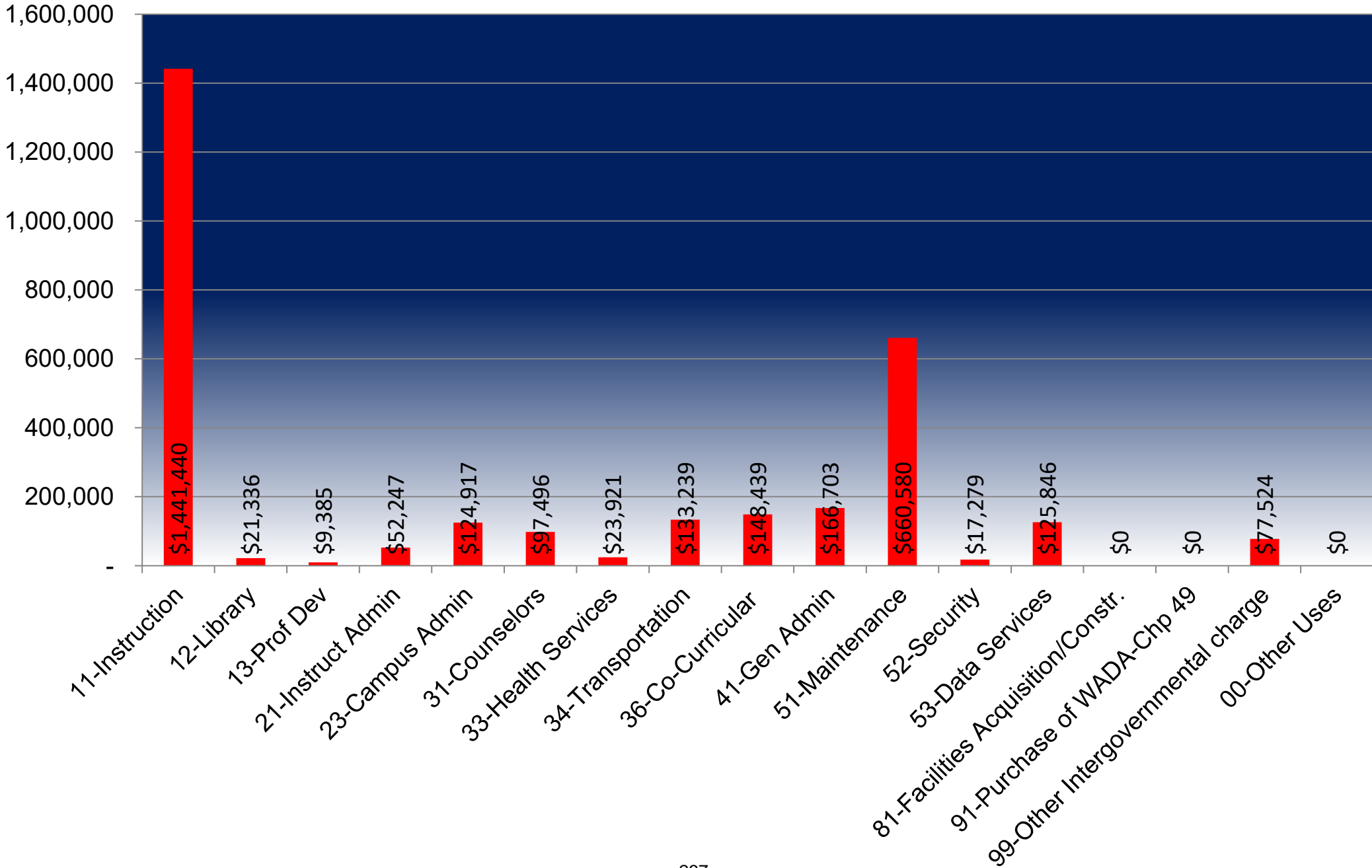
	GENERAL FUND						
	<u>Prior Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Original</u> <u>Budget</u>	<u>Revised</u> <u>Budget</u>	<u>Encumbrances</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended/</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
<i>Expenditures and Other Uses by Program Code:</i>							
11-Basic Educational Services	<b>872,777.67</b>	10,782,713	10,782,911	52,313.52	992,706.63	9,737,890.85	9.21%
21-Gifted and Talented	<b>9,937.00</b>	102,764	102,764	-	7,495.01	95,268.99	7.29%
22-Career and Technical	<b>84,689.49</b>	1,146,614	1,146,614	5,980.34	91,327.82	1,049,305.84	7.97%
23-Services to Students with Disabilities	<b>269,640.26</b>	3,779,722	3,779,722	169,797.21	290,483.41	3,319,441.38	7.69%
24-Accelerated Education	<b>46,565.14</b>	464,512	464,512	25.69	35,462.33	429,023.98	7.63%
25-Bilingual Education and Special Language	<b>25,228.21</b>	246,916	247,070	42.76	19,162.74	227,864.50	7.76%
28-Disciplinary Alternative Education (DAEP)	<b>9,419.25</b>	107,844	107,844	-	9,201.99	98,642.01	8.53%
33-Prekindergarten Special Education Services	<b>10,917.46</b>	108,669	108,669	90.99	8,218.92	100,359.09	7.56%
36-Early Education Allotment	<b>17,417.30</b>	173,995	173,995	-	14,809.12	159,185.88	8.51%
37-Dyslexia	<b>8,414.45</b>	123,685	123,685	-	11,661.20	112,023.80	9.43%
38-College, Career & Military Readiness	<b>21,775.57</b>	278,020	278,020	-	24,442.43	253,577.57	8.79%
43-Dyslexia - Special Education	<b>20,118.59</b>	242,545	242,545	571.20	19,923.12	222,050.68	8.21%
91-Athletics and Related Activities	<b>151,299.26</b>	1,155,270	1,155,270	19,346.54	120,142.97	1,015,780.49	10.40%
99-Undistributed	<b>1,302,699.19</b>	12,204,457	12,204,303	1,133,518.11	1,455,313.29	9,615,471.60	11.92%
<b>Total Expenditures and Other Uses</b>	<b>2,850,898.84</b>	<b>30,917,726</b>	<b>30,917,924</b>	<b>1,381,686.36</b>	<b>3,100,350.98</b>	<b>26,435,886.66</b>	<b>10.03%</b>

## General Fund Revenues Collected Year to Date

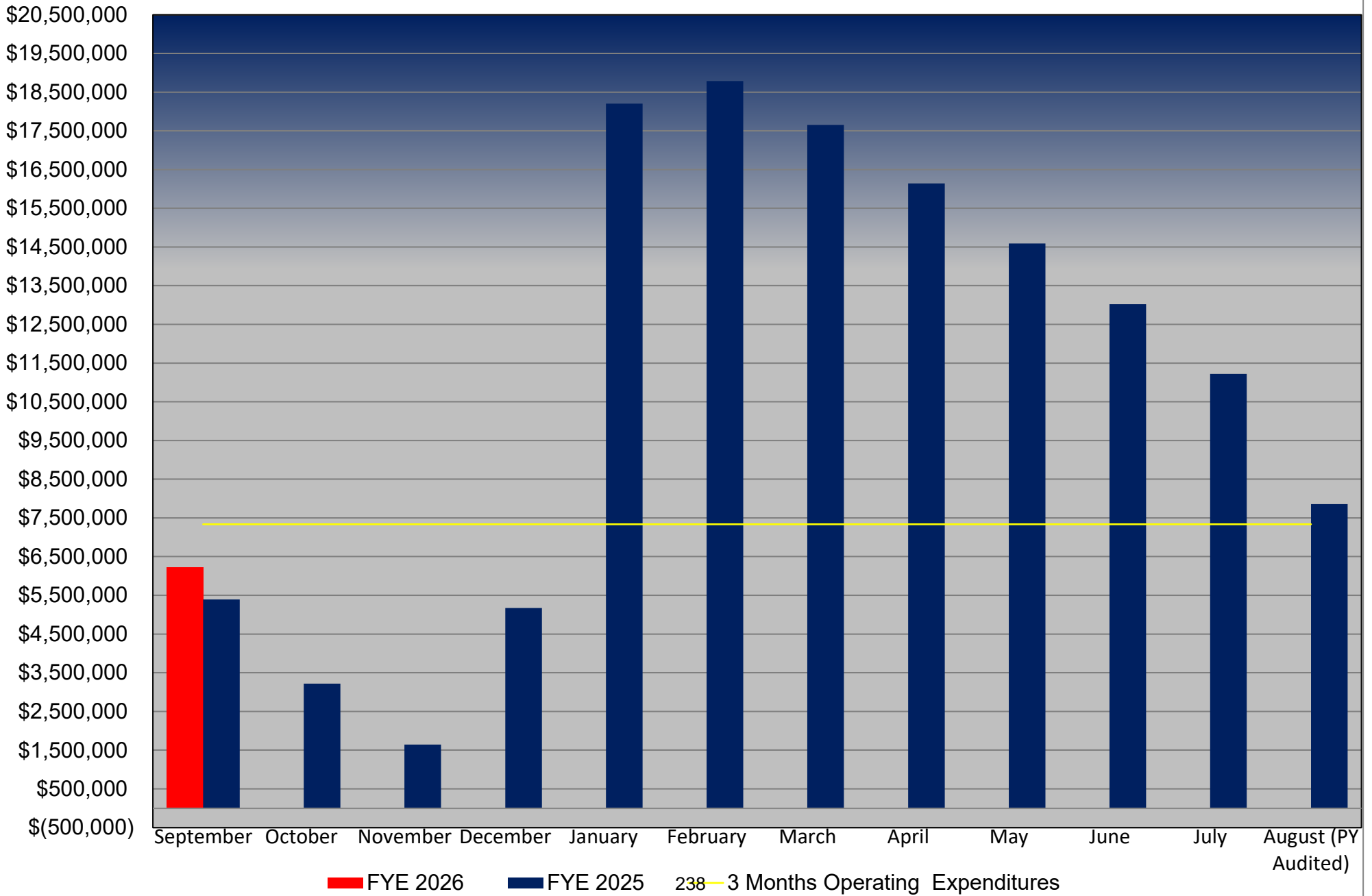


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# General Fund Expenditures Year to Date



# Fund Balance by Month



**Wimberley Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**for the Month Ending September 30, 2025**  
**(Un-Audited)**

**CHILD NUTRITION FUND**

	<u>Prior Year</u>				<u>Current Year</u>	<u>Unrealized/</u>	<u>Percentage</u>
	<u>Actual Revenues/ Expenditures</u>	<u>Original Budget</u>	<u>Revised Budget</u>		<u>Actual Revenues/ Expenditures</u>	<u>Unexpended Budget</u>	<u>Y-T-D</u>
<b>Revenues and Other Resources:</b>							
Local	\$ 78,775.18	\$ 585,508	\$ 585,508		\$ 76,890.21	\$ 508,617.79	13%
State	-	33,211	33,211		-	33,211.00	0%
Federal	46,847.97	527,351	527,351		47,925.55	479,425.45	9%
Other sources	-	21,000	21,000		-	21,000.00	0%
<b>Total Revenues and Other Resources</b>	<b>\$ 125,623.15</b>	<b>\$ 1,167,070</b>	<b>\$ 1,167,070</b>		<b>\$ 124,815.76</b>	<b>\$ 1,042,254.24</b>	<b>11%</b>
<b>Expenditures and Other Uses:</b>							
35-6100 Payroll	42,762.56	499,448	499,448		\$ 47,313.85	452,134.15	9%
35-6200 Professional and Contracted Services	-	5,500	5,500		\$ 0.83	5,499.17	0%
35-6300 Supplies & Materials	24,342.48	588,299	588,299		\$ 13,764.59	574,534.41	2%
52-6300 Supplies & Materials	-	-	-		-	-	0%
35-6400 Food Service Other Operating Expenses	1,672.99	14,100	14,100		\$ 363.67	13,736.33	3%
35-6600 Food Service Capital Expenses	8,914.50	60,500	60,500		\$ 2,467.46	58,032.54	4%
<b>Total Expenditures</b>	<b>\$ 77,692.53</b>	<b>\$ 1,167,847</b>	<b>\$ 1,167,847</b>		<b>\$ 63,910.40</b>	<b>\$ 1,103,936.60</b>	<b>5%</b>
<b>Excess of Revenues and Other Resources Over (Under) Expenditures</b>	<b>\$ 47,930.62</b>	<b>\$ (777)</b>	<b>\$ (777)</b>		<b>\$ 60,905.36</b>		
<b>Unaudited Fund Balance as of September 1, 2025</b>		<b>270,171</b>	<b>270,171</b>		<b>270,171.33</b>		
<b>Fund Balance Ending - Monthly Reporting Period</b>		<b>\$ 269,394</b>	<b>\$ 269,394</b>		<b>\$ 331,076.69</b>	<b>\$ 61,682.36</b>	

	Current				Current			
	Prior Year/Mo.	Year/Mo.	Increase/ (Decrease)	% Change	Prior Year/Mo.	Year/Day	Increase / (Decrease)	% Change
<b>School Breakfast Program Meals Served: (Days)</b>					<b>20</b>	<b>21</b>		
Free-Bkfst	2,098	2,196	98	5%	108	105	(3)	-3%
Reduced-Bkfst	171	252	81	47%	10	12	2	N/A
Paid-Bkfst	2,144	1,664	(480)	-22%	72	79	7	10%
<b>Total</b>	<b>4,413</b>	<b>4,112</b>	<b>(301)</b>	<b>-7%</b>	<b>190</b>	<b>196</b>	<b>6</b>	<b>3%</b>
<b>School Lunch Program Meals Served:</b>								
Free-Lunch	6,739	6,433	(306)	-5%	363	306	(57)	-16%
Reduced-Lunch	643	968	325	51%	27	46	19	N/A
Paid-Lunch	13,224	11,966	(1,258)	-10%	568	570	2	0%
<b>Total</b>	<b>20,606</b>	<b>19,367</b>	<b>(1,239)</b>	<b>-6%</b>	<b>958</b>	<b>922</b>	<b>(36)</b>	<b>-4%</b>
<b>Grand Totals</b>	<b>25,019</b>	<b>23,479</b>	<b>(1,540)</b>	<b>-6%</b>	<b>1,148</b>	<b>1,118</b>	<b>(30)</b>	<b>-3%</b>

	Prior Year/Mo.	Current Year/Mo.	Increase/(Decrease)	% Change
Number of Children approved for Free Meals	676	608	(68)	-10.1%
Number of Children approved for Reduced Meals	80	89	9	11.3%
<b>Total</b>	<b>756</b>	<b>697</b>	<b>(59)</b>	<b>-7.8%</b>

**Wimberley Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**for the Month Ending September 30, 2025**  
**(Un-Audited)**

**DEBT SERVICE FUND**

	<u>Prior Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>		<u>Original</u> <u>Budget</u>		<u>Revised</u> <u>Budget</u>		<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>		<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>		<u>Percentage</u> <u>Y-T-D</u>
<b>Revenues:</b>											
<b>Local Revenue</b>											
Taxes, Current Year Levy	1,057.88	\$	11,118,852	\$	11,118,852		27,304.58	\$	11,091,547.42		0%
Taxes, Prior Year	(822.94)		45,000		45,000		15,496.36		29,503.64		34%
Penalties, Interest and Other Tax Revenues	6,221.19		45,000		45,000		8,548.31	\$	36,451.69		19%
Earnings from Investments	54,143.48		450,000		450,000		44,232.15		405,767.85		10%
Miscellaneous Revenue	-		-		-		-		-		NA
<b>Local Revenue</b>	<b>\$ 60,599.61</b>	<b>\$</b>	<b>11,658,852</b>	<b>\$</b>	<b>11,658,852</b>	<b>\$</b>	<b>95,581.40</b>	<b>\$</b>	<b>11,563,270.60</b>		<b>1%</b>
<b>State Revenue</b>											
Additional State Aid for Homestead Exemption	-	\$	572,301	\$	572,301	\$	-		572,301.00		0%
<b>State Revenue</b>	<b>\$ -</b>	<b>\$</b>	<b>572,301</b>	<b>\$</b>	<b>572,301</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>572,301</b>		<b>0%</b>
<b>Other Sources</b>											
Issuance of Bonds	-	\$	-	\$	-	\$	-		-		NA
Operating Transfer In	-	\$	-	\$	-	\$	-		-		NA
Bond Premium/Discount	-	\$	-	\$	-	\$	-		-		NA
<b>Other Source Revenue</b>	<b>\$ -</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>		<b>0%</b>
<b>Total Revenue</b>	<b>\$ 60,599.61</b>	<b>\$</b>	<b>12,231,153.00</b>	<b>\$</b>	<b>12,231,153.00</b>	<b>\$</b>	<b>95,581.40</b>	<b>\$</b>	<b>12,135,571.60</b>		<b>1%</b>
<b>Expenditures:</b>											
71-6511 Bond Principal	-		1,610,000		1,610,000		-		1,610,000.00		0%
71-6511 Bond Principal - DFC	-		-		-		-		-		0%
71-6521 Interest on Bonds	-		9,831,817		9,831,817		-		9,831,817.00		0%
71-6599 Other Debt Service Fees	-		15,000		15,000		-		15,000.00		0%
71-89XX Other Uses Non-Op Exp.	-		-		-		-		-		0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$</b>	<b>11,456,817</b>	<b>\$</b>	<b>11,456,817</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>11,456,817.00</b>		<b>0%</b>
<b>Excess of Revenues</b> <b>Over (Under) Expenditures</b>	<b>\$ 60,599.61</b>	<b>\$</b>	<b>774,336</b>	<b>\$</b>	<b>774,336</b>	<b>\$</b>	<b>95,581.40</b>				
<b>Unaudited Fund Balance as of September 1, 2025</b>		<b>\$</b>	<b>12,263,898</b>	<b>\$</b>	<b>12,263,898</b>	<b>\$</b>	<b>12,263,897.96</b>				
<b>Fund Balance Ending - Monthly Reporting Period</b>		<b>\$</b>	<b>13,038,234</b>	<b>\$</b>	<b>13,038,234</b>	<b>\$</b>	<b>12,359,479.36</b>	<b>\$</b>	<b>678,754.60</b>		

**Wimberley Independent School District**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**for the Month Ending September 30, 2025**  
**(Un-Audited)**

**SPECIAL REVENUE FUNDS**

	<u>Prior Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Revised Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
<b>Revenues:</b>					
Local	\$ 113,532.46	\$ 673,016.14	\$ 146,639.33	\$ 526,376.81	22%
State	-	\$ 251,003.00	161,278.04	89,724.96	64%
Federal	-	\$ 1,428,294.00	62,698.06	1,365,595.94	4%
<b>Total Revenues</b>	<b>\$ 113,532.46</b>	<b>\$ 2,352,313.14</b>	<b>\$ 370,615.43</b>	<b>\$ 1,981,697.71</b>	<b>16%</b>
<b>Expenditures:</b>					
11-Instruction	76,347.98	935,884.00	219,487.46	716,396.54	23%
12-Library	-	-	-	-	NA
13-Prof Dev	-	42,543.00	5,488.54	37,054.46	13%
21-Instruct Admin	-	-	-	-	NA
23-School Leadership	-	13,868.00	1,151.68	12,716.32	8%
31-Counselors	-	95,853.00	1,886.79	93,966.21	2%
33-Health Services	-	5,349.89	483.09	4,866.80	9%
34-Transportation	-	-	-	-	NA
36-Co-Curricular	122,230.85	806,017.94	72,885.58	733,132.36	9%
41-Gen Admin	1,126.20	20,017.62	0.30	20,017.32	0%
51-Maintenance	-	-	-	-	NA
52-Security	-	591,149.00	-	591,149.00	0%
53-Data Services	-	-	-	-	NA
61-Community Service	-	-	-	-	NA
81-Facilities Acquisition/Constr	-	-	-	-	NA
99-Other Intergovernmental Charges	-	-	-	-	NA
00-Other Uses	-	-	-	-	NA
<b>Total Expenditures</b>	<b>\$ 199,705.03</b>	<b>\$ 2,510,682.45</b>	<b>\$ 301,383.44</b>	<b>\$ 2,209,299.01</b>	<b>12%</b>
<b>Excess of Revenues</b>					
<b>Over (Under) Expenditures</b>	<b>\$ (86,172.57)</b>	<b>\$ (158,369.31)</b>	<b>\$ 69,231.99</b>		
<b>Unaudited Fund Balance September 1, 2025</b>		<b>\$ 862,003.45</b>	<b>\$ 862,003.45</b>		
<b>Fund Balance Ending - Monthly Reporting Period</b>		<b>\$ 703,634.14</b>	<b>\$ 931,235.44</b>	<b>\$ 227,601.30</b>	

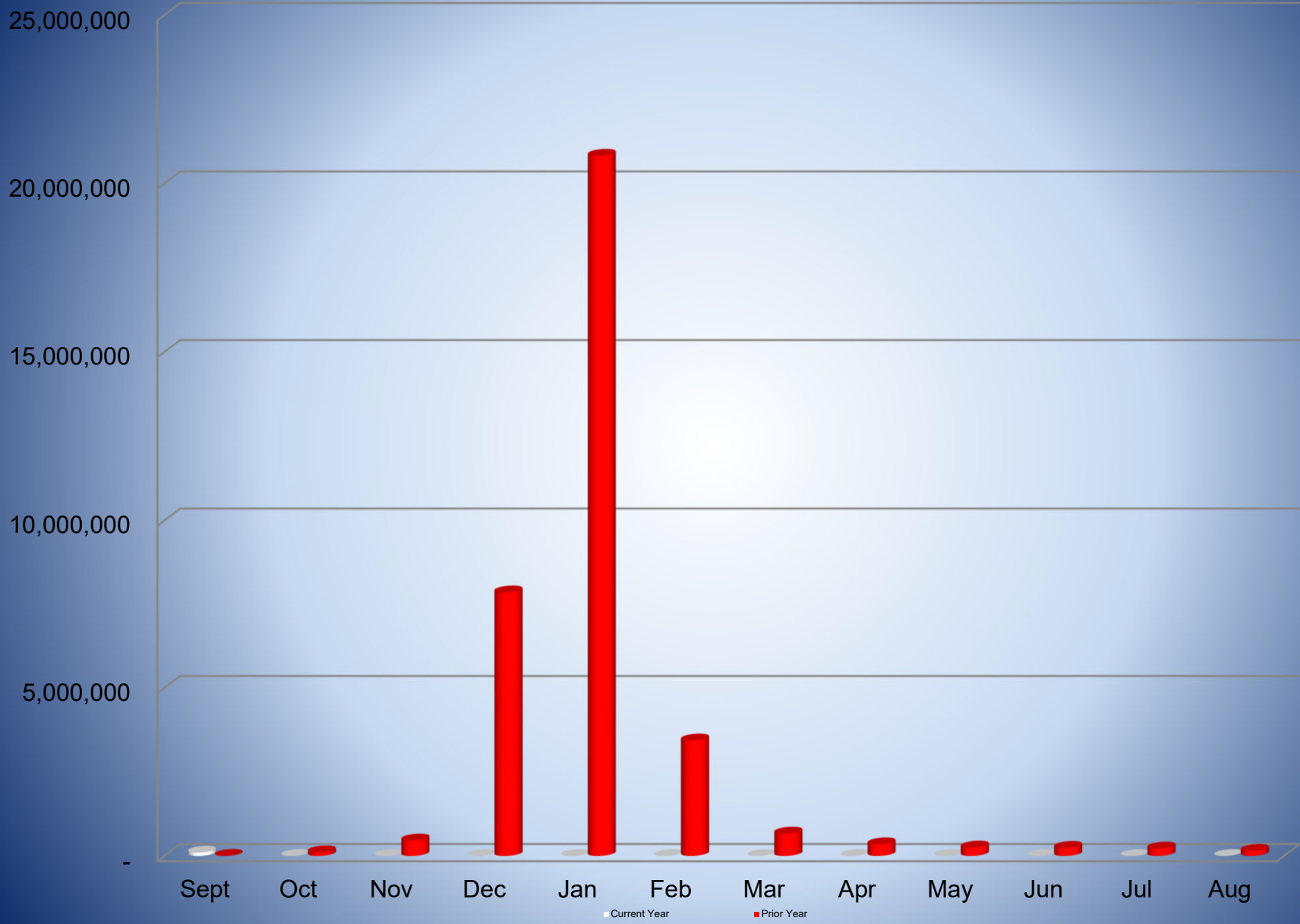
**Wimberley Independent School District**  
**Statement of Revenues, Expenses, and Changes in Equity**  
**for the Month Ending September 30, 2025**  
**(Un-Audited)**

	<b>ENTERPRISE FUNDS</b>			
	<b><u>2025-26</u></b> <b><u>Blue Hole</u></b> <b><u>After School</u></b> <b><u>Program</u></b>	<b><u>2025-26</u></b> <b><u>Jacob's Well</u></b> <b><u>After School</u></b> <b><u>Program</u></b>	<b><u>2025-26</u></b> <b><u>Blue Hole</u></b> <b><u>Pre-K</u></b> <b><u>Program</u></b>	<b><u>2025-26</u></b> <b><u>Total Revenues/</u></b> <b><u>Expenses</u></b>
<b>Revenues and Other Resources:</b>				
Local	\$ 53,219.76	\$ 29,036.48	\$ 91,842.39	\$ 174,098.63
State	94.32	83.29	2,576.14	2,753.75
Other sources	-	-	-	-
<b>Total Revenues and Other Resources</b>	<b>\$ 53,314.08</b>	<b>\$ 29,119.77</b>	<b>\$ 94,418.53</b>	<b>\$ 176,852.38</b>
<b>Expenses and Other Uses:</b>				
6100 Payroll	1,679.96	1,174.56	37,224.43	40,078.95
6200 Professional and Contracted Services	-	-	-	-
6300 Supplies and Materials	740.42	-	-	740.42
6400 Other Operating Expenses	-	-	-	-
6600 Capital Outlay	-	-	-	-
8000-Other Uses	-	-	-	-
<b>Total Expenses</b>	<b>\$ 2,420.38</b>	<b>\$ 1,174.56</b>	<b>\$ 37,224.43</b>	<b>\$ 40,819.37</b>
<b>Excess of Revenues and Other Resources Over (Under) Expenses</b>	<b>\$ 50,893.70</b>	<b>\$ 27,945.21</b>	<b>\$ 57,194.10</b>	<b>\$ 136,033.01</b>
<b>Unaudited Fund Balance September 1, 2025</b>	<b>\$ 194,541.31</b>	<b>\$ 79,975.99</b>	<b>\$ 506,977.77</b>	<b>\$ 781,495.07</b>
<b>Fund Balance Ending - Monthly Reporting Period</b>	<b>\$ 245,435.01</b>	<b>\$ 107,921.20</b>	<b>\$ 564,171.87</b>	<b>\$ 917,528.08</b>

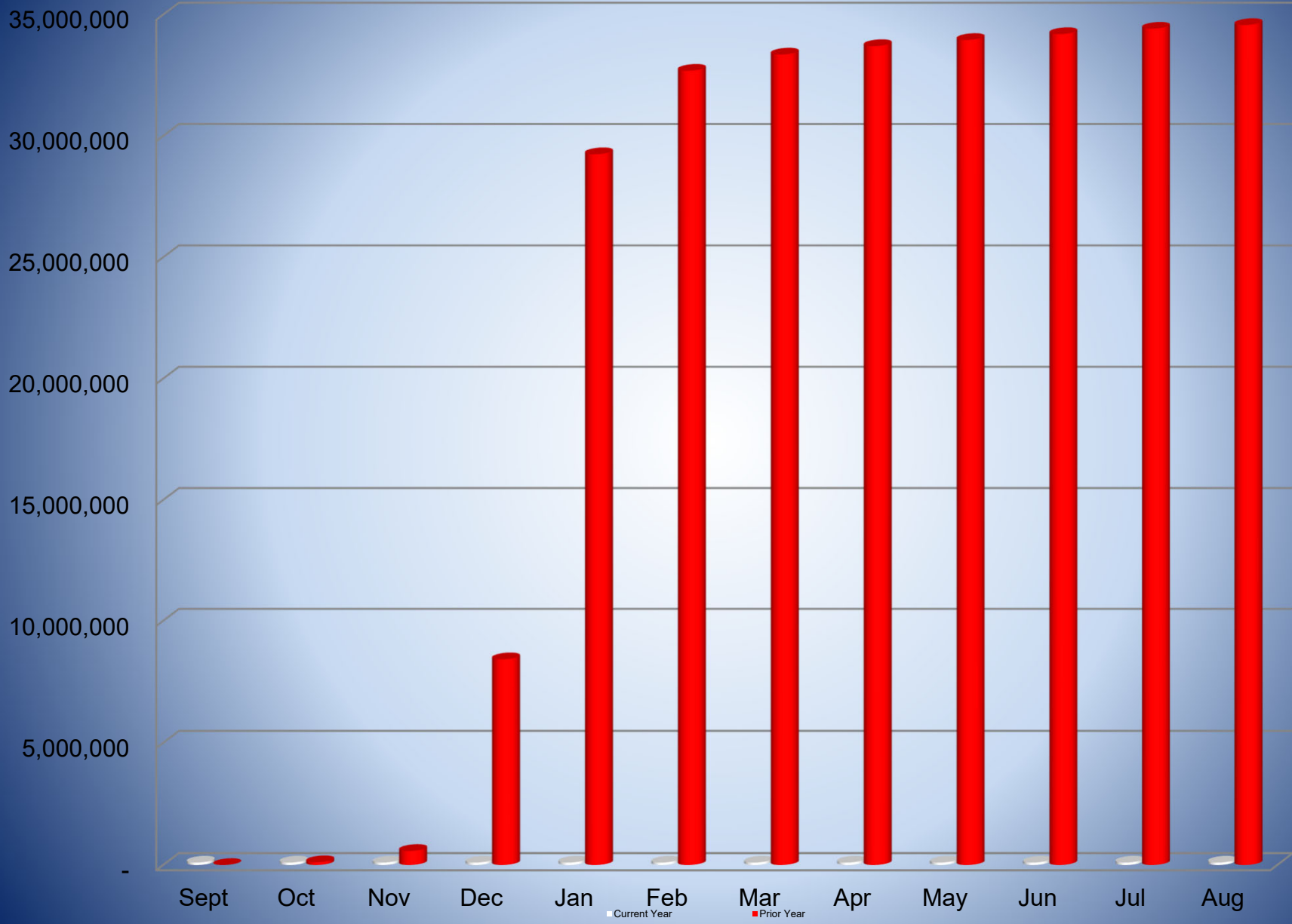
**Wimberley Independent School District**  
**Monthly Tax Collection Report**  
**for the Month Ending September 30, 2025**

	<b>Prior Year 2024-2025</b>				<b>Current Year 2025-2026</b>			
	<b>General Fund</b>	<b>Debt Service Fund</b>	<b>Total</b>	<b>% of Levy</b>	<b>General Fund</b>	<b>Debt Service Fund</b>	<b>Total</b>	<b>% of Levy</b>
<b>Current Month Tax Collections:</b>								
5711 Taxes-Current Year Tax Levy	\$ 2,765.82	\$ 1,057.88	\$ 3,823.70	0.01%	\$ 71,388.66	\$ 27,304.58	\$ 98,693.24	0.26%
5712 Taxes-Delinquent Collections	\$ 150.36	\$ (822.94)	\$ (672.58)		\$ 44,359.27	\$ 15,496.36	\$ 59,855.63	
5719 Penalties and Interest	\$ 20,606.34	\$ 6,221.19	\$ 26,827.53		\$ 23,278.00	\$ 8,548.31	\$ 31,826.31	
<b>Total Current Month Collections</b>	<b>\$ 23,522.52</b>	<b>\$ 6,456.13</b>	<b>\$ 29,978.65</b>		<b>\$ 139,025.93</b>	<b>\$ 51,349.25</b>	<b>\$ 190,375.18</b>	
<b>Fiscal Year to Date Collections:</b>								
5711 Taxes-Current Year Tax Levy	\$ 2,765.82	\$ 1,057.88	\$ 3,823.70	0.01%	\$ 71,388.66	\$ 27,304.58	\$ 98,693.24	0.26%
5712 Taxes-Delinquent Collections	\$ 150.36	\$ (822.94)	\$ (672.58)		\$ 44,359.27	\$ 15,496.36	\$ 59,855.63	
5719 Penalties and Interest	\$ 20,606.34	\$ 6,221.19	\$ 26,827.53		\$ 23,278.00	\$ 8,548.31	\$ 31,826.31	
<b>Total Revenue Collected</b>	<b>\$ 23,522.52</b>	<b>\$ 6,456.13</b>	<b>\$ 29,978.65</b>		<b>\$ 139,025.93</b>	<b>\$ 51,349.25</b>	<b>\$ 190,375.18</b>	
<b>Total Budgeted Tax Revenue (Current, Delinquent, Penalty &amp; Interest)</b>	<b>\$ 25,551,265.09</b>	<b>\$ 9,770,400.56</b>	<b>\$ 35,321,665.65</b>		<b>\$ 26,620,226.00</b>	<b>\$ 11,208,852.00</b>	<b>\$ 37,829,078.00</b>	
<b>Percentage of Budget Collected</b>	<b>0.09%</b>	<b>0.07%</b>	<b>0.08%</b>		<b>0.52%</b>	<b>0.46%</b>	<b>0.50%</b>	

# Month to Date Tax Collections Current Levy



# Year to Date Tax Collections Current Levy



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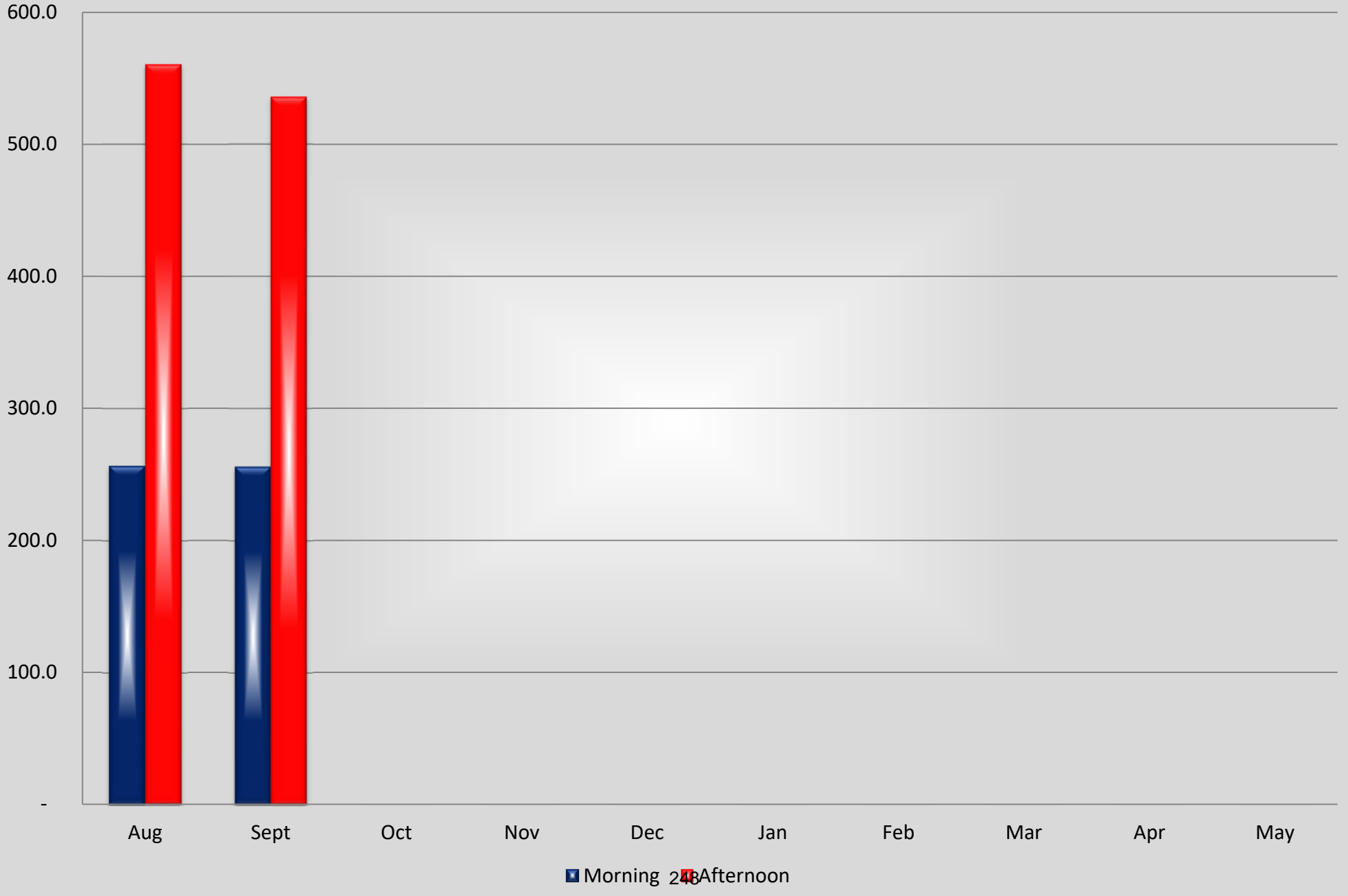
**Wimberley Independent School District**  
**Summary of Transportation - Student Riders**  
**for the Month Ending September 30, 2025**

	Days:	12	21									33	<u>Average</u>	<u>Daily</u>	<u>Annual</u>
<b><u>Morning:</u></b>	<b><u>Aug</u></b>	<b><u>Sept</u></b>	<b><u>Oct</u></b>	<b><u>Nov</u></b>	<b><u>Dec</u></b>	<b><u>Jan</u></b>	<b><u>Feb</u></b>	<b><u>Mar</u></b>	<b><u>Apr</u></b>	<b><u>May</u></b>	<b><u>Total</u></b>	<b><u>Ridership</u></b>	<b><u>Mileage</u></b>	<b><u>Mileage</u></b>	<b><u>Mileage</u></b>
Route 0	135.0	183.0									318.0	9.6	639.00	21,087.00	
Route 1	398.0	695.0									1,093.0	33.1	871.00	28,743.00	
Route 2	312.0	549.0									861.0	26.1	755.00	24,915.00	
Route 3	331.0	581.0									912.0	27.6	798.00	26,334.00	
Route 4	351.0	649.0									1,000.0	30.3	786.00	25,938.00	
Route 5	349.0	619.0									968.0	29.3	867.00	28,611.00	
Route 6	247.0	488.0									735.0	22.3	710.00	23,430.00	
Route 7	320.0	468.0									788.0	23.9	731.00	24,123.00	
Route 8	179.0	357.0									536.0	16.2	435.00	14,355.00	
Route 9	285.0	497.0									782.0	23.7	640.00	21,120.00	
Route 11	62.0	108.0									170.0	5.2	501.00	16,533.00	
Route 12	59.0	106.0									165.0	5.0	802.00	26,466.00	
Route 13	13.0	17.0									30.0	0.9	1007.00	33,231.00	
Route 15	-	-									-	-	0.00	0.00	
Route 16	39.0	62.0									101.0	3.1	380.00	12,540.00	
Route 17	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00
SS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00
<b>Total</b>	<b>3,080.0</b>	<b>5,379.0</b>	-	-	-	-	-	-	-	-	<b>8,459.0</b>	<b>256.3</b>	<b>9922.00</b>	<b>327,426.00</b>	
<b>Average number of students</b>	<b>256.7</b>	<b>256.1</b>	-	-	-	-	-	-	-	-	<b>256.3</b>				

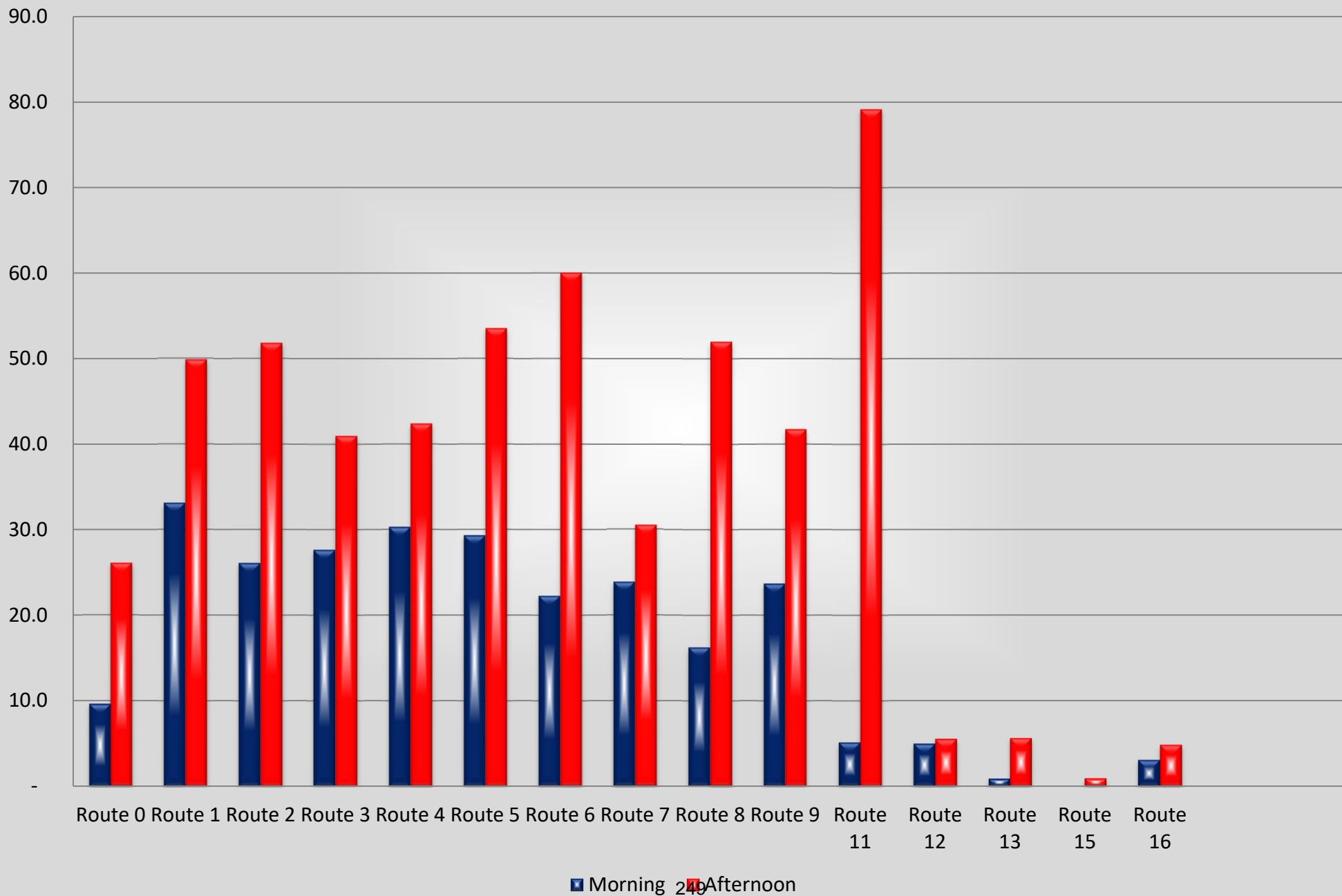
	<u>Aug</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>Total</u>	<u>Average</u>	<u>Daily</u>	<u>Annual</u>
<b><u>Afternoon:</u></b>												<u>Ridership</u>	<u>Mileage</u>	<u>Mileage</u>
Route 0	328.0	532.0									860.0	26.1	615.00	20,295.00
Route 1	579.0	1,066.0									1,645.0	49.8	635.00	20,955.00
Route 2	604.0	1,106.0									1,710.0	51.8	588.00	19,404.00
Route 3	713.0	639.0									1,352.0	41.0	729.00	24,057.00
Route 4	496.0	903.0									1,399.0	42.4	631.00	20,823.00
Route 5	668.0	1,098.0									1,766.0	53.5	619.00	20,427.00
Route 6	709.0	1,272.0									1,981.0	60.0	636.00	20,988.00
Route 7	403.0	604.0									1,007.0	30.5	712.00	23,496.00
Route 8	595.0	1,121.0									1,716.0	52.0	455.00	15,015.00
Route 9	487.0	890.0									1,377.0	41.7	561.00	18,513.00
Route 10	951.0	1,662.0									2,613.0	79.2	481.00	15,873.00
Route 11	62.0	121.0									183.0	5.5	433.00	14,289.00
Route 12	69.0	117.0									186.0	5.6	941.00	31,053.00
Route 13	11.0	19.0									30.0	0.9	720.00	23,760.00
Route 16	53.0	106.0									159.0	4.8	656.00	21,648.00
Route 17	-	-									-	-	-	0.00
SS	-	-									-	-	-	0.00
<b>Total</b>	<b>6,728.0</b>	<b>11,256.0</b>	-	-	-	246	-	-	-	-	<b>17,984.0</b>	<b>545.0</b>	<b>9412.00</b>	<b>310,596.00</b>
<b>Average number of students</b>	<b>560.7</b>	<b>536.0</b>	-	-	-	-	-	-	-	-	<b>545.0</b>			



# Total Average Number of Students



## Average Ridership by Routes



## BOARD PRESIDENT'S SCRIPT

Board President:

Under State Board of Education Rule, completing required continuing education each year of service is a basic obligation and expectation of any sitting board member.

As Board President, I am required to announce the name of each member who:

- Has completed the required continuing education;
- Has exceeded the required continuing education; and
- Is deficient in meeting the required continuing education.

The requirements for training are measured as of the first anniversary of the date of the trustee's election or appointment or two-year anniversary of his or her previous training.

There are eight training areas for board member continuing education:

1. **Local District Orientation**
2. **Intro to Texas Education Code**
3. **School Safety**
4. **Evaluating and Improving Student Outcomes**
5. **Post- Legislative Updated to Texas Education Code**
6. **Child Abuse Prevention**
7. **Team Building**
8. **Additional Continuing Education**

To the extent applicable to each board member, I will announce the completion or deficiency as to required training.

For members who still have time remaining to complete required training, I will announce those board members who have scheduled timely training and those who have not yet scheduled the training.

At the conclusion of this announcement, I will announce any board member's training in excess of the continuing education requirements.

### **Local District Orientation**

All Board Members have completed Local District Orientation

### **Intro to TEC**

All Board Members have completed Intro to Texas Education Code

### **School Safety**

All Board Members have completed School Safety.

### **Evaluating and Improving Student Outcomes**

Trustee Conley completed this course at the TASB Governance Camp. All remaining Board Members are scheduled to complete this course on November 3<sup>rd</sup> during the Team Building Session.

**Post-Legislative Update to the Texas Education Code**

Trustee Conley is scheduled to complete this course within the month. All remaining Board Members have completed Post-Leg Update to the Texas Education Code.

**Child Abuse Prevention**

All Board Members have completed Child Abuse Prevention

**Team Building**

All Board Members are scheduled to complete this on November 3<sup>rd</sup>.

**Additional Continuing Education**

All Board Members have completed their additional continuing education hours.

**EXCEEDING REQUIRED CONTINUING EDUCATION**

Board Member Ken Strange exceeded the required amount of continuing education training by 5.5 additional hours.

Board Member Will Conley exceeded the required amount of continuing education training by 1.5 additional hours.

**Annual Announcement on Continuing Education of Board Members**

**Wimberley ISD**

November 2024 through October 2025 - Report run on 10/27/2025



<b>NEW / EXPERIENCED TRUSTEES</b>	<b>Local District Orientation</b> <i>(3 hours for new Trustees, within 1st 120 days)</i>	<b>Introduction to Texas Education Code</b> <i>(3 hours for new Trustees, within 1st 120 days)</i>	<b>School Safety</b> <i>(2 hour every 2 years for all trustees) (Within 1st 120 days for new trustees)</i>	<b>Evaluating &amp; Improving Student Outcomes</b> <i>(3 hours every 2 years for all trustees) (Within 1st 120 days for new trustees)</i>	<b>Post Legislative Update to TEC</b> <i>(2 hours for experienced Trustees after each Legislative Session) (New Trustees - N/A)</i>	<b>Child Abuse Prevention</b> <i>((1 hour every 2 years) (Within 1st 120 days for new trustees)</i>	<b>Team Building Session</b> <i>(3 hours for all Trustees)</i>	<b>Continuing Education</b> <i>(10 hours for new trustees; 5 hours for experienced Trustees)</i>	<b>Completed Exceeded Incomplete</b>
Lindsey Deringer (N)	Complete	Complete	Complete	Incomplete	N/A	Complete	Incomplete	10 hrs	Incomplete
Andrea Justus	N/A	N/A	Complete	Incomplete	Complete	Complete	Incomplete	5 hrs	Incomplete
Chadwick Canine	N/A	N/A	Complete	Incomplete	Complete	Complete	Incomplete	5 hrs	Incomplete
Ken Strange	N/A	N/A	Complete	Incomplete	Complete	Complete	Incomplete	10.5 hrs	Incomplete
Lexi Jones	N/A	N/A	Complete	Incomplete	Complete	Complete	Incomplete	5 hrs	Incomplete
Rob Campbell	N/A	N/A	Complete	Incomplete	Complete	Complete	Incomplete	5 hrs	Incomplete
Will Conley	N/A	N/A	Complete	Complete	Incomplete	Complete	Incomplete	6.5 hrs	Incomplete

(N) = New Trustee

School board members are required to complete continuing education as outlined by the State Board of Education (SBOE). The board president must annually announce whether each trustee has met these requirements in accordance with Tex. Educ. Code §11.159 and 19 Tex. Admin. Code §§61.1 and 61.3. The areas of required training are reflected in the accompanying table.

Please note, this annual announcement does not include open government or cybersecurity training required under other laws. Tex. Gov't Code §§551.005, 552.012, and 2054.5191 mandate that:

- Open Meetings Act (OMA) and Public Information Act (PIA) training be completed by all elected officials within 90 days of election or appointment (PIA training may be delegated by district policy), and
- Cybersecurity training be completed by all school board members on an annual basis.

This report was generated in alignment with Texas Education Code §61.1 and reflects trainings provided by TEA-registered providers, based on data available at the time of reporting. The district is the official record keeper for trustee continuing education. Any discrepancies regarding provider status, training hours, or reporting should be resolved at the district level.

**Member Center: Welcome, Andrea Justus - Wimberley ISD**

**Date: 10/27/2025**

Position Start: 11/15/2021

Election Cycle: November

Reporting Month: October

**Special Required Training**

	<b>Completed</b>	<b>Credit Date</b>	<b>Next Date</b>
Intro to TEC	<input checked="" type="checkbox"/>	04/07/2022	N/A
Local District Orientation	<input checked="" type="checkbox"/>	01/24/2022	N/A
Open Government OMA	<input checked="" type="checkbox"/>	10/15/2025	N/A
Open Government PIA	<input checked="" type="checkbox"/>	04/07/2022	N/A
Child Abuse Prevention	<input checked="" type="checkbox"/>	10/14/2024	10/14/2026
Cybersecurity	<input checked="" type="checkbox"/>	10/14/2025	06/14/2026
Evaluating and Improving Student Outcomes	<input type="checkbox"/>	11/17/2022	11/17/2024
Post-Leg Update to TEC	<input checked="" type="checkbox"/>	10/14/2025	N/A
School Safety	<input checked="" type="checkbox"/>	09/25/2024	09/25/2026

	<b>Completed</b>	<b>Hours Remaining</b>	<b>Next Date</b>
<b>Team Building</b>	<input type="checkbox"/>	3	10/31/2025
<b>Additional Continuing Ed</b>	<input checked="" type="checkbox"/>	0	10/31/2026



**Member Center: Welcome, Chadwick Canine - Wimberley ISD**

**Date: 10/27/2025**

Position Start: 11/16/2022

Election Cycle: November

Reporting Month: October

**Special Required Training**

	<b>Completed</b>	<b>Credit Date</b>	<b>Next Date</b>
Intro to TEC	<input checked="" type="checkbox"/>	03/29/2023	N/A
Local District Orientation	<input checked="" type="checkbox"/>	01/27/2023	N/A
Open Government OMA	<input checked="" type="checkbox"/>	10/17/2024	N/A
Open Government PIA	<input checked="" type="checkbox"/>	10/17/2024	N/A
Child Abuse Prevention	<input checked="" type="checkbox"/>	10/21/2025	10/21/2027
Cybersecurity	<input checked="" type="checkbox"/>	10/14/2025	06/14/2026
Evaluating and Improving Student Outcomes	<input type="checkbox"/>	11/17/2022	11/17/2024
Post-Leg Update to TEC	<input checked="" type="checkbox"/>	10/21/2025	N/A
School Safety	<input checked="" type="checkbox"/>	10/22/2024	10/22/2026

	<b>Completed</b>	<b>Hours Remaining</b>	<b>Next Date</b>
<b>Team Building</b>	<input type="checkbox"/>	3	10/31/2025
<b>Additional Continuing Ed</b>	<input checked="" type="checkbox"/>	0	10/31/2026



**Member Center: Welcome, Ken Strange - Wimberley ISD**

**Date: 10/27/2025**

Position Start: 06/02/2008

Election Cycle: November

Reporting Month: October

**Special Required Training**

	<b>Completed</b>	<b>Credit Date</b>	<b>Next Date</b>
Intro to TEC	<input checked="" type="checkbox"/>	09/30/2008	N/A
Local District Orientation	<input checked="" type="checkbox"/>	09/30/2008	N/A
Open Government OMA	<input checked="" type="checkbox"/>	01/04/2021	N/A
Open Government PIA	<input checked="" type="checkbox"/>	09/30/2008	N/A
Child Abuse Prevention	<input checked="" type="checkbox"/>	09/12/2025	09/12/2027
Cybersecurity	<input checked="" type="checkbox"/>	10/14/2025	06/14/2026
Evaluating and Improving Student Outcomes	<input type="checkbox"/>	11/17/2022	11/17/2024
Post-Leg Update to TEC	<input checked="" type="checkbox"/>	10/10/2025	N/A
School Safety	<input checked="" type="checkbox"/>	10/22/2024	10/22/2026

	<b>Completed</b>	<b>Hours Remaining</b>	<b>Next Date</b>
<b>Team Building</b>	<input type="checkbox"/>	3	10/31/2025
<b>Additional Continuing Ed</b>	<input checked="" type="checkbox"/>	0	10/31/2026



**Special Required Training**

	<b>Completed</b>	<b>Credit Date</b>	<b>Next Date</b>
Intro to TEC	<input checked="" type="checkbox"/>	09/25/2022	N/A
Local District Orientation	<input checked="" type="checkbox"/>	11/18/2024	N/A
Open Government OMA	<input checked="" type="checkbox"/>	01/02/2021	N/A
Open Government PIA	<input checked="" type="checkbox"/>	01/18/2021	N/A
Child Abuse Prevention	<input checked="" type="checkbox"/>	10/12/2025	10/12/2027
Cybersecurity	<input checked="" type="checkbox"/>	10/14/2025	06/14/2026
Evaluating and Improving Student Outcomes	<input type="checkbox"/>	11/17/2022	11/17/2024
Post-Leg Update to TEC	<input checked="" type="checkbox"/>	10/12/2025	N/A
School Safety	<input checked="" type="checkbox"/>	09/25/2024	09/25/2026

	<b>Completed</b>	<b>Hours Remaining</b>	<b>Next Date</b>
<b>Team Building</b>	<input type="checkbox"/>	3	10/31/2025
<b>Additional Continuing Ed</b>	<input checked="" type="checkbox"/>	0	10/31/2026



Date: 10/27/2025

Position Start: 11/18/2024

Election Cycle: November

Reporting Month: October

**Special Required Training**

	<b>Completed</b>	<b>Credit Date</b>	<b>Next Date</b>
Intro to TEC	<input checked="" type="checkbox"/>	03/11/2025	N/A
Local District Orientation	<input checked="" type="checkbox"/>	11/18/2024	N/A
Open Government OMA	<input checked="" type="checkbox"/>	12/09/2024	N/A
Open Government PIA	<input checked="" type="checkbox"/>	12/09/2024	N/A
Child Abuse Prevention	<input checked="" type="checkbox"/>	06/15/2025	06/15/2027
Cybersecurity	<input checked="" type="checkbox"/>	10/14/2024	06/14/2026
Evaluating and Improving Student Outcomes	<input type="checkbox"/>		03/18/2025
School Safety	<input checked="" type="checkbox"/>	06/14/2025	06/14/2027

	<b>Completed</b>	<b>Hours Remaining</b>	<b>Next Date</b>
<b>Team Building</b>	<input type="checkbox"/>	3	11/18/2025
<b>Additional Continuing Ed</b>	<input checked="" type="checkbox"/>	0	10/31/2026



**Member Center: Welcome, Rob Campbell - Wimberley ISD**

**Date: 10/27/2025**

Position Start: 11/06/2018

Election Cycle: November

Reporting Month: October

**Special Required Training**

	<b>Completed</b>	<b>Credit Date</b>	<b>Next Date</b>
Intro to TEC	<input checked="" type="checkbox"/>	02/16/2019	N/A
Local District Orientation	<input checked="" type="checkbox"/>	02/16/2019	N/A
Open Government OMA	<input checked="" type="checkbox"/>	12/15/2018	N/A
Open Government PIA	<input checked="" type="checkbox"/>	12/15/2018	N/A
Child Abuse Prevention	<input checked="" type="checkbox"/>	10/01/2024	10/01/2026
Cybersecurity	<input checked="" type="checkbox"/>	09/01/2025	06/14/2026
Evaluating and Improving Student Outcomes	<input type="checkbox"/>	11/17/2022	11/17/2024
Post-Leg Update to TEC	<input checked="" type="checkbox"/>	09/12/2025	N/A
School Safety	<input checked="" type="checkbox"/>	10/01/2024	10/01/2026

	<b>Completed</b>	<b>Hours Remaining</b>	<b>Next Date</b>
<b>Team Building</b>	<input type="checkbox"/>	3	10/31/2025
<b>Additional Continuing Ed</b>	<input checked="" type="checkbox"/>	0	10/31/2026



**Member Center: Welcome, Will Conley - Wimberley ISD**

**Date: 10/27/2025**

Position Start: 11/18/2019  
 Election Cycle: November  
 Reporting Month: October

**Special Required Training**

	<b>Completed</b>	<b>Credit Date</b>	<b>Next Date</b>
Intro to TEC	<input checked="" type="checkbox"/>	01/25/2021	N/A
Local District Orientation	<input checked="" type="checkbox"/>	11/18/2019	N/A
Open Government OMA	<input checked="" type="checkbox"/>	11/18/2019	N/A
Open Government PIA	<input checked="" type="checkbox"/>	11/18/2019	N/A
Child Abuse Prevention	<input checked="" type="checkbox"/>	09/05/2024	09/05/2026
Cybersecurity	<input checked="" type="checkbox"/>	10/14/2025	06/14/2026
Evaluating and Improving Student Outcomes	<input checked="" type="checkbox"/>	03/02/2024	03/02/2026
Post-Leg Update to TEC	<input type="checkbox"/>		10/31/2025
School Safety	<input checked="" type="checkbox"/>	10/22/2024	10/22/2026

	<b>Completed</b>	<b>Hours Remaining</b>	<b>Next Date</b>
<b>Team Building</b>	<input type="checkbox"/>	3	10/31/2025
<b>Additional Continuing Ed</b>	<input checked="" type="checkbox"/>	0	10/31/2026



CAMPUS	1ST SIX WEEK	2ND SIX WEEKS	3RD SIX WEEKS	4TH SIX WEEKS	5TH SIX WEEKS	6TH SIX WEEKS	TOTAL ATTENDNACE
BLUE HOLE PRIMARY	96.7	95.87					
JACOBS WELL ELEM.	95.95	96.98					
DANFORTH JUNIOR HIGH	98.8	96.77					
WIMBERLEY HIGH SCHOOL	97.56	95.98					

CAMPUS	9/4/202	TUITION	QUALIFIERS	NON-ENROLLED	CAMPUS	10/15/2025	TUITION	QUALIFIERS	NON-ENROLLED
<b>BLUE HOLE PRIMARY</b>					<b>BLUE HOLE PRIMARY</b>				
PK-3	46	21	24	1	PK-3	45	21	23	1
PK-4	82	42	40		PK-4	84	45	39	
KG	154				KG	154			
1ST	167				1ST	167			
SECOND	164				2ND	163			
<b>JACOBS WELL ELEM.</b>					<b>JACOBS WELL ELM</b>				
3RD	174				3RD	174			
4TH	197				4TH	197			
5TH	214				5TH	213			
<b>DANFORTH JUNIOR HIGH</b>					<b>DANFORTH JUNIO HIGH</b>				
6TH	180				6TH	179			
7TH	207				7TH	207			
8TH	200				8TH	201			
<b>WIMBERLEY HIGH SCHOOL</b>					<b>WIMBERLEY HIGH SCHOOL</b>				
9TH	252				9TH	250			
10TH	191				10TH	189			
11TH	231				11TH	230			
12TH	191				12TH	190			



## Minutes of Regular Meeting

### Board of Trustees

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A Regular Meeting of the Board of Trustees of Wimberley Independent School District was held Monday, **Monday, September 15, 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 - Presiding Officer The regular meeting of the Board of Trustees of the Wimberley Independent School District was called to order by Dr. Campbell at 6:00 p.m. A quorum was established with the following members present: Dr. Rob Campbell, Chad Canine, Will Conley, Lindsey Deringer, Andrea Justus, Ken Strange. Lexi Jones was Absent

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

Directors Present: Allen Bruggman, Michael Doyle, Jennifer Cooper, Christi Moeller, Lori Pharis

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 – WHS Texan Roots Council - Presenter: Sarah Myers Dr. Bonewald introduced Sarah Myers, Wellness Coordinator and sponsor of the WHS Texan Roots Council. Ms. Myers then introduced the student-elected council members and shared highlights of their work on campus, including initiatives to support student wellness and engagement. She also spoke about the group's participation in enrichment field trips at John Knox, which provide leadership and team-building opportunities for students.
3. PUBLIC FORUM - No individual(s) requested to address the Board during Public Forum:
4. Information Items
  - A. Strategic Plan Update: Priority 2 Support Faculty and Staff Excellence — Presenters: Jason Valentine and Dr. Jennifer Cooper. Dr. Cooper to present on Priority 2: Support Faculty and Staff Excellence. Dr. Cooper reviewed staff vacancies, including totals and those present at the start of the school year, and provided an update on ongoing hiring efforts and community engagement. Mr. Valentine then highlighted continuous development and training, outlining a comprehensive professional development plan for teachers and staff that incorporates feedback from teacher surveys and analysis of student performance data.
  - B. Bond Update: Schematic Design Review - Presenters: AGCM and O'Connell Robertson  
The Board received a presentation on the 2025 WISD Bond Schematic Design, outlining proposed projects and financial packaging. The total bond amount is projected at **\$135M**, distributed across Wimberley High School, Danforth Junior High, a new Multipurpose Educational Auditorium, Jacob's Well Elementary, Blue Hole Primary, District Athletics, Safety/Security/Technology, and District Support.  
Key highlights included:
    - **Danforth JH** - New 600-seat auditorium, gym renovations, science lab upgrades, band hall addition, and campus-wide security and infrastructure improvements.

Regular Board Meeting  
September 15, 2025

- **Wimberley HS** - Gym and athletic additions, band practice field access, weight room and locker room renovations, theater-to-classroom conversion, nurse suite expansion, and campus repaving/connection improvements.
- **Texan Stadium** - Bleacher replacement and expansion, turf and track replacement, new ticket booths, and enhanced security.
- **Baseball/Softball Complex** - Updated locker rooms, offices, and seating.
- **District-wide** - Safety, technology, and infrastructure upgrades.

The design process has included 20+ engagement meetings, site investigations, and facility tours. Project delivery will occur through multiple bid packages over the next **3+ years**, with construction beginning in **Sept. 2026**. Next steps include schematic design approval, engaging construction management, confirming delivery methods, cost estimating, and moving into design development

5. Action Items

- A. Discuss and consider a nominee to serve as a member of the Hays County Appraisal District Board of Directors. Dr. Bonewald reviewed the nomination process for selecting a representative to serve on the Hays County Appraisal District Board.  
Motion to nominate Andrea Justus to serve as a member of the Hays County Appraisal District Board of Directors. This motion, made by Dr. Rob Campbell and seconded by Ken Strange, Passed. Yea: 6, Nay: 0, Absent: 1

6. CFO's Report - Chief Financial Officer, Michael Doyle CFO Mike Doyle presented the August 2025 Monthly Financial Report, noting total cash and investments of \$23.8M with a General Fund balance equal to 3.24 months of operations. Mr. Doyle also presented the Q4 Investment Report for the period ending August 31, 2025. The District earned \$994,322 in interest for the quarter and \$1.8M for the fiscal year, with an effective rate of return of 4.26%. Overall, the portfolio remains strong with a ladder investment approach to balance yield and liquidity

7. Superintendent's Report - Dr. Bonewald recognized Texan of the Month, Mrs. Robbie Ford (BHP custodian), and highlighted strong community support. Updates included: Drumline placing 2nd at Drums in the Heartland, Texan Football's strong turnout and win over Canyon Lake, Texan Volleyball's Teacher Appreciation Week, and Suicide Awareness Walks raising over \$10,000 for WHS Wellness and the Greater Mercy Foundation. Grandparents Day events were held at JWE and BHP, and the UIL Lone Star Cup presentation is scheduled for Friday.

8. Consent Agenda - Presiding Officer

Motion to approve the consent agenda as presented excluding 8.B. This motion, made by Ken Strange and seconded by Andrea Justus, Passed. Yea: 6, Nay: 0, Absent: 1  
Motion to approve Consent Agenda 8.B. This motion, made by Ken Strange and seconded by Andrea Justus, Passed. Yea: 5, Nay: 0, Abstain 1 Lindsey Deringer, Lexi Jones: Absent

- A. Student Enrollment and Attendance
- B. Minutes of the Regular Meeting, August 25, 2025
- C. Campus Improvement Plans — Wimberley High School, Danforth Jr. High, Jacob's Well Elementary, Blue Hole Primary.
- D. Order of Cancellation of Board of Trustees Election, November 4, 2025

9. Closed Session - The Board adjourned into closed session at 7:40 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*

Regular Board Meeting  
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- 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*
10. The Board will reconvene and take possible action on items discussed in executive session –  
The Board reconvened at 8:10 p.m.
11. Prepare for next meeting - The next regular meeting is scheduled for October 27, 2025.
12. Adjourn - Presiding Officer  
There being no further business to discuss, motion to adjourn at 8:13 p.m. This motion, made by  
Ken Strange and seconded by Andrea Justus, Passed. Yea: 6, Nay: 0, Absent: 1

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Chad Canine, Secretary

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Dr. Rob Campbell, President



October 14, 2025

Dr. Gregory Bonewald  
Superintendent  
Wimberley ISD  
951 FM 2325  
Wimberley, Texas 78676

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Dr. Bonewald:

It is our privilege to serve Wimberley Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on November 1, 2025, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 11/1/2025 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

- No-charge telephone consultation on day-to-day general and special education matters with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Gallegos products such as the web-based Student Code of Conduct, The Legal Guide to DAEP & Expulsion and the Extracurricular Code of Conduct,
- A free subscription to our bi-monthly general education newsletter "*Time Out with Walsh Gallegos*,"
- A free subscription to our monthly special education newsletter "*This Just In*," and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description. Also enclosed is information about our EFT/ACH payment program that provides a convenient, efficient, secure, and less costly method of payment than paper checks.

It is an honor to be of service to Wimberley Independent School District. Many districts have adopted the Texas Association of School Boards' policy BDD (Local), which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement. Additionally, please note that in accordance with the requirements of HB 1295 we have filed Form 1295 with the Texas Ethics Commission and are enclosing a certification of filing of Form 1295 for your records.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 252-3405.

Sincerely,



Jamie C. Turner

JCT/glo  
Enclosures

cc: Dr. Rob Campbell, Board President  
Ms. Lauri Grisham, Director of Special Education



**LEGAL SERVICES RETAINER AGREEMENT  
FOR WIMBERLEY INDEPENDENT SCHOOL DISTRICT**

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The Wimberley Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Kyle Robinson & Roalson P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Confidential Relationship: All information furnished by the District to Law Firm hereunder, including their respective agents, and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the District may be used by Law Firm only in connection with the Services. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Agreement. All Confidential Information made available hereunder, including copies thereof, shall be returned in accordance with Law Firm's File Retention Policy or request by the District, whichever occurs first. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not

subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.

12. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).
  
13. Generative AI: While representing District, Law Firm may use generative AI tools and technology like Westlaw to assist in legal research, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. However, it is important to note that while generative AI can enhance Law Firm's work, it is not a substitute for the expertise and judgment of Law Firm's attorneys. Law Firm will exercise professional judgment in using AI-generated content and ensure its accuracy and appropriateness in your specific matters. By entering into this agreement, District understands and agrees to Law Firm's use of AI-assisted applications, including Law Firm's limited, supervised use of those tools to process certain confidential information under Law Firm's continuing monitoring to reasonably protect the confidentiality of all information.

WIMBERLEY INDEPENDENT SCHOOL DISTRICT

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.



By: \_\_\_\_\_

Joe A. De Los Santos  
Managing Shareholder

10/1/2025

(Date)

## **THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM**

*The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.*

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

### **I. OUR LEGAL SYSTEM**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

### **II. LAWYER TO CLIENT**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in

all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

### III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences, or closings are cancelled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties, and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate

to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

#### IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.



**WALSH GALLEGOS**  
KYLE ROBINSON & ROALSON P.C.

## Program for EFT/ACH Payments

Walsh Gallegos Kyle Robinson & Roalson P.C. is working to improve our services to you and assist you in saving time and money. To that end, we now offer our clients the option to pay their invoices electronically by either Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) payment--instead of the traditional paper, check-by-mail method.

An EFT/ACH payment authorizes the client's bank to move funds from its bank account to the bank account of the authorized merchant (Walsh, Gallegos). This movement of funds is done between banks electronically—thus the term Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). This electronic movement of funds between banks is more convenient, efficient, secure, and far less costly than the handling of paper checks.

If your district is interested in participating in our EFT/ACH payment program, please e-mail a request to [WA-EFT@wabsa.com](mailto:WA-EFT@wabsa.com) or call Karla Alvarado at (800) 252-3405 to receive our bank account information for EFT/ACH payments.

We are excited to be able to extend this opportunity to our clients. Please feel free to contact us if you have any questions.



**WALSH GALLEGOS**  
KYLE ROBINSON & ROALSON P.C.

## **File Retention Policy**

At the conclusion of a matter, the file is closed and all documents related to the file are gathered in a centralized location and properly labeled. This includes both paper and electronic documents. Because the nature of our work means that many matters may become active again, we have established a policy of maintaining our closed files for a period of 10 years. If a file is reopened, the 10 year period will start again after the file is closed again.

At the end of 10 years, we will notify clients that we will be destroying all files that have been closed for more than 10 years.\* Clients will have 30 days from the date of the letter to let us know if they would prefer that the files be returned to them instead of being destroyed. Clients can also request a list of the files we plan on destroying and request to inspect the files before making a decision about whether or not to allow them to be destroyed. We will provide an estimate cost for delivering the files to clients if they choose to have the files returned to them instead of being destroyed. Any files that are destroyed will be done so at our expense.

For more information about our File Retention Policy please contact Vicki Limon at [vlimon@wabsa.com](mailto:vlimon@wabsa.com) or by calling 512.454.6864.

\*Note that there are certain types of files that our attorneys may flag to hold for longer than 10 years before being destroyed. Clients can request a list of all of the closed matters that we have for them at any time by contacting Vicki Limon at [vlimon@wabsa.com](mailto:vlimon@wabsa.com).



**WALSH GALLEGOS**  
KYLE ROBINSON & ROALSON P.C.

**FEE SCHEDULE AS OF JULY 16, 2025  
LEGAL SERVICES RETAINER AGREEMENT**

**For Retainer Program Clients**

Annual retainer fee is \$1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$340/hour for associates licensed over two years, or \$360/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

**For Non-retainer Program Clients**

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$360/hour for associates licensed over two years, or \$380/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

**The above rates are subject to change at any time.**



## BENEFITS OF THE RETAINER PROGRAM

1. **FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 10.27 free hours of telephone consultation. That is a \$3,047.00 value in telephone calls alone!

As a retainer client, the District has exclusive access to the statewide toll-free telephone numbers for calls to the law firm. Before making decisions with legal consequences, use our exclusive toll-free number to reach any Walsh Gallegos attorney:

- Austin (800) 252-3405
- San Antonio (800) 232-9169
- Irving (800) 231-4207
- Houston (888) 565-6864
- Rio Grande Valley (866) 770-6864
- Amarillo (800) 622-6864
- Albuquerque (800) 771-6864

2. **REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.

3. **FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:

- (1) the informative bi-monthly newsletter "*Time Out with Walsh Gallegos*" that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and
- (2) the monthly publication "*This Just In*" which addresses legal issues specific to the special needs of students with disabilities

4. **E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or trustees you designate) to help

keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are designed to keep you informed and better prepared in your work for the District. Examples of the topics of our updates include:

- EEOC Releases New Regulations for Pregnant Workers Fairness Act
- Attorney General Rule Updating Title II of the ADA Ensuring that Web Content and Mobile Apps are Accessible
- U.S. Department of Labor Increases Salary Threshold for Exempt Employees
- Final Title IX Regulations Released
- Supreme Court Clarifies Limits on Public Officials' Social Media Conduct
- Next Steps in Medicaid Review Process
- HB 3033 Crucial NEW Deadlines for Responding to PIA Requests
- New I-9 Form for Employment Eligibility Verification
- HB 114 Creates a New Mandatory DAEP Offense

Don't let your District personnel miss our next update!

5. **REDUCED RATES ON ALL WALSH GALLEGOS INSERVICES:** Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.
6. **REDUCED RATES ON ALL WALSH GALLEGOS PRODUCTS:** To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:
  - Interactive Student Code of Conduct
  - Discipline Guide for DAEP & Expulsion
  - Administrator's Anti-Bullying Toolkit
  - Sexual Harassment Investigation Guide
  - Operating Guidelines for Cameras in Special Education Settings
7. **ONE FREE ON-DEMAND WEBINAR:** Our retainer clients are also eligible for one free On-Demand webinar of the District's choice, to be selected from our published webinar schedule. Our On-Demand webinars provide excellent training for school administrators without having to leave the district.



**WALSH GALLEGOS**  
KYLE ROBINSON & ROALSON P.C.

### WIMBERLEY ISD E-MAIL UPDATE FORM

The Walsh Gallegos E-mail Update program is designed to keep our clients informed of the latest developments in school law. These updates address a broad range of topics related to legal issues confronting school districts. In addition, e-mail update recipients will also be notified of upcoming audio/video conferences and specialty publications produced by Walsh Gallegos.

Below is the list of personnel and/or Board of Trustees that are currently in our system. Please review carefully and make any necessary changes or additions. Also note that there may be some names without an e-mail address or position. Please provide a current e-mail address, indicate whether the individual should remain one of our e-mail update recipients, and provide the named position of the individual. If you are having difficulty receiving our e-mail updates, please ask your technology department to add mypinpointe.com to the list of accepted domains.

Name	Title	E-mail Address
Dr. Gregory Bonewald	Superintendent	greg.bonewald@wimberleyisd.net
Dr. Rob Campbell	Board President	rob.campbell@wimberleyisd.net
Ms. Lauri Grisham	Director of Special Education	lauri.grisham@wimberleyisd.net
Mr. Michael Doyle	Chief Financial Officer	michael.doyle@wimberleyisd.net
Jason Valentine	Assistant Superintendent	jason.valentine@wimberleyisd.net

Attach additional sheets if necessary. Please return this form to Client Services. If you have any questions or need additional information, please contact Client Services at (800) 252-3405.

**VIA FAX**  
(512) 467-9318

**VIA MAIL**  
Client Services  
Walsh Gallegos  
P.O. Box 2156  
Austin, TX 78768

**VIA E-MAIL**  
[info@wabsa.com](mailto:info@wabsa.com)

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2025-1366013

**Date Filed:**  
 09/19/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Walsh Gallegos Kyle Robinson & Roalson P.C.  
 Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Wimberley ISD

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 30275  
 Legal services Retainer Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walsh, Jim	Austin, TX United States	X	
	Gallegos, Elena	Austin, TX United States	X	
	Kyle , Paige	Austin, TX United States	X	
	Robinson, Bridget	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Joe De Los Santos, and my date of birth is 10/3/1971.

My address is 505 E. Huntland Drive, Suite 600, Austin, TX, 78752, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 19th day of September, 2025.  
(month) (year)

  
Joe De Los Santos, Managing Shareholder  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# **WIMBERLEY ISD**

## **FY 2025-26**

### **Budget Amendment 1**

**October 27, 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 - Realized additional revenue from the WHS Technology Repair Account - \$198

**Net Change in the Revenue Budget is \$198**

#### **EXPENSES**

- FNC 11 – Allocated funds from the WHS Technology Repair Account, \$198
- FNC 11 – Reallocated funds to FNC 21 for the purchase of District SPED resources, \$2700
- FNC 21 – Allocated fund for the purchase of District SPED resources, \$2700

**Net Change in the Expense Budget is \$198**

**ACTION REQUIRED:**

Board Approval

**SUPPORT INFORMATION:**

Additional information provided upon request.

Mike Doyle – Chief Financial Officer

**WIMBERLEY ISD**  
**FY2025-26**  
**Budget Amendment 1**

	GENERAL FUND			CHILD NUTRITION PROGRAM			DEBT SERVICE			TOTAL REVISED BUDGET		
	Budget		FY2025-26 Revised Budget	Budget		FY2025-26 Revised Budget	Budget		FY2025-26 Revised Budget	Budget		FY2025-26 Revised Budget
	FY2025-26 Adopted Budget	Amendment No. 1		FY2025-26 Adopted Budget	Amendment No. 1		FY2025-26 Adopted Budget	Amendment No. 1		FY2025-26 Adopted Budget	Amendment No. 1	
5700 - Local Revenue	27,252,646	198	27,252,844	585,508		585,508	11,658,852		11,658,852	39,497,006	198	39,497,204
5800 - State Revenue	3,742,152		3,742,152	33,211		33,211	572,301		572,301	4,347,664	0	4,347,664
5900 - Federal Revenue	100,000		100,000	527,351		527,351	0		0	627,351	0	627,351
7900 - Other Resources Non-Op Revenue	91,878		91,878	21,000		21,000	0		0	112,878	0	112,878
<b>Total Revenues</b>	<b>31,186,676</b>	<b>198</b>	<b>31,186,874</b>	<b>1,167,070</b>	<b>0</b>	<b>1,167,070</b>	<b>12,231,153</b>	<b>0</b>	<b>12,231,153</b>	<b>44,584,899</b>	<b>198</b>	<b>44,585,097</b>
00 Other Resources Non-Op Expense	21,000	0	21,000			0			0	21,000	0	21,000
11 Instruction	16,281,916	(2,502)	16,279,414			0			0	16,281,916	(2,502)	16,279,414
12 Instructional Resources/Media	244,035	0	244,035			0			0	244,035	0	244,035
13 Instruction Staff Development	137,146	0	137,146			0			0	137,146	0	137,146
21 Instructional Leadership	630,300	2,700	633,000			0			0	630,300	2,700	633,000
23 School Leadership	1,354,102	0	1,354,102			0			0	1,354,102	0	1,354,102
31 Guidance & Counseling Services	1,341,931	0	1,341,931			0			0	1,341,931	0	1,341,931
33 Health Services	294,397	0	294,397			0			0	294,397	0	294,397
34 Student (Pupil) Transportation	914,645	0	914,645			0			0	914,645	0	914,645
35 Food Services	0	0	0	1,167,847		1,167,847			0	1,167,847	0	1,167,847
36 Cocurricular/Extracurricular	1,398,148	0	1,398,148			0			0	1,398,148	0	1,398,148
41 General Administration	1,489,375	0	1,489,375			0			0	1,489,375	0	1,489,375
51 Plant Maintenance & Operations	3,698,927	0	3,698,927			0			0	3,698,927	0	3,698,927
52 Security & Monitoring Services	777,762	0	777,762			0			0	777,762	0	777,762
53 Data Processing Services	449,067	0	449,067			0			0	449,067	0	449,067
61 Community Services	0	0	0			0			0	0	0	0
71 Debt Services	0	0	0			0	11,456,817		11,456,817	11,456,817	0	11,456,817
81 Facilities Acquisition/Constr.	0	0	0			0			0	0	0	0
91 Chapter 49 Payments	1,568,375	0	1,568,375			0			0	1,568,375	0	1,568,375
99 Other Intergovernmental charge	316,600	0	316,600			0			0	316,600	0	316,600
<b>Total Expenditures</b>	<b>30,917,726</b>	<b>198</b>	<b>30,917,924</b>	<b>1,167,847</b>	<b>0</b>	<b>1,167,847</b>	<b>11,456,817</b>	<b>0</b>	<b>11,456,817</b>	<b>43,542,390</b>	<b>198</b>	<b>43,542,588</b>
<b>Unaudited Beginning Fund Balance</b>	<b>6,610,687</b>	<b>0</b>	<b>6,610,687</b>	<b>270,171</b>	<b>0</b>	<b>270,171</b>	<b>12,263,898</b>	<b>0</b>	<b>12,263,898</b>	<b>19,144,756</b>	<b>0</b>	<b>19,144,756</b>
<b>Net Changes in Fund Balance</b>	<b>268,950</b>	<b>0</b>	<b>268,950</b>	<b>(777)</b>	<b>0</b>	<b>(777)</b>	<b>774,336</b>	<b>0</b>	<b>774,336</b>	<b>1,042,509</b>	<b>0</b>	<b>1,042,509</b>
<b>Projected End of Year Fund Balance</b>	<b>6,879,637</b>	<b>0</b>	<b>6,879,637</b>	<b>269,394</b>	<b>0</b>	<b>269,394</b>	<b>13,038,234</b>	<b>0</b>	<b>13,038,234</b>	<b>20,187,265</b>	<b>0</b>	<b>20,187,265</b>

**WIMBERLEY INDEPENDENT SCHOOL DISTRICT  
BOARD OF EDUCATION  
WIMBERLEY, TEXAS**

**Subject: Consider and possible action to revise the 2025-26 Wimberley ISD Stipend Pay Structure**

**Date: 10/27/2025**

**Presented by: Mike Doyle**



**BACKGROUND INFORMATION**

As part of the District’s ongoing efforts to ensure appropriate compensation for additional responsibilities, Wimberley ISD has reviewed and adjusted the stipend associated with Facility Use Management. The individual serving in this role has taken on expanded duties related to the coordination, scheduling, and oversight of district facility use, particularly in response to increased activity and operational demands.

To recognize the additional workload and responsibilities, the District is recommending an increase to the Facility Use Management stipend by \$500. This adjustment is considered revenue neutral, as the Wimberley Youth Sports Association (WYSA) rental agreement was concurrently revised to reflect a corresponding increase in facility use fees. The updated agreement ensures that the additional cost to the District is fully offset by the adjusted rental revenue.

This item ensures compliance with Board Policy DEA Legal & Local and DEAA Legal & Local.

**ADMINISTRATIVE RECOMMENDATION**

It is Administrations recommendation that the WISD Board of Trustees approve the revised 2025-26 WISD Stipend Pay Structure as presented.

**BOARD ACTION REQUIRED**

***“I move that the 2025-26 WISD Stipend Pay Structure is revised as presented.”***