



Board of Trustees
Agenda of Regular Meeting
Monday, June 17, 2024, 6:00 PM
WISD Administration Building, 951 FM 2325,
Wimberley, TX 78676

Vision Statement - Excellence, Innovation, Service

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

1. Call the meeting to order and determine a quorum - Presiding Officer Pledge of Allegiance, Reflection, Welcome
2. PUBLIC 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.
3. Information Items
 - A. Strategic Plan Update-Priority 2- Support Faculty and Staff Excellence- Presenters, Jason Valentine and Allen Bruggman

4. Action Items
 - A. Discuss and Consider Authorizing the Superintendent to Negotiate and Enter into Contracts with a Facility Assessment and Planning Firm or Firms for the Procurement of a Facilities Needs Assessment
 - B. Discuss and Consider Approval of Interlocal Agreement with Hays County Emergency District No. 4 to donate approximately 5 to 7 acres of land for a fire station adjacent to Blue Hole Primary School and Authorize the Board President to Execute the Agreement
5. CFO's Report - Chief Financial Officer, Moises Santiago
 - A. Monthly Financial Report
 - B. Check Register
 - C. Quarterly Investment Report (March-May)
 - D. Preliminary Budget Preparation and Assumptions
6. Superintendent's Report
7. 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- May 20, 2024
 - C. Approve RFP# 2024-02 Bi-Directional Amplifier (BDA) or Distributed Antenna System (DAS)
 - D. Approve WISD Threat Assessment Team Members
 - E. Budget Amendment #3
8. 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
 - 2) Discuss and Consider the Naming of the Danforth Junior High Principal
 - C. Deliberation Regarding Real Property. *Texas Gov't Code §551.072*
 - D. Consultation with Attorney. *Texas Gov't Code §551.071*
9. The Board will reconvene and take possible action on items discussed in executive session - Presiding Officer

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

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchasing
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Exception for
Emergency
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

*Competitive
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time

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specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

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(LEGAL)

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Note: For legal requirements applicable to purchases with federal funds, see CBB.

For required vendor disclosures and contract provisions, including prohibitions, see CHE.

For provisions pertaining to criminal history record information on contractors, see CJA.

For legal requirements related to energy savings performance contracts, see CL.

For information on procuring school buses, see CNB.

For legal requirements applicable to school nutrition procurement, including produce, with federal funds, see COA.

For information regarding construction of school facilities, see CV series.

Board Authority

The board may adopt rules and procedures for the acquisition of goods and services. *Education Code 44.031(d)*

Delegation of Authority

The board may, as appropriate, delegate its authority regarding an action authorized or required by Education Code Chapter 44, Subchapter B, to be taken by a district to a designated person, representative, or committee.

The board may not delegate the authority to act regarding an action authorized or required to be taken by the board by Education Code Chapter 44, Subchapter B.

Disaster Delegation

Notwithstanding any other provision of the Education Code, in the event of a catastrophe, emergency, or natural disaster affecting a district, the board may delegate to the superintendent or designated person the authority to contract for the replacement, construction, or repair of school equipment or facilities under Education Code Chapter 44, Subchapter B if emergency replacement, construction, or repair is necessary for the health and safety of district students and staff.

Education Code 44.0312

Purchases Valued at or Above \$50,000

Methods

Except as provided by Education Code Chapter 44, Subchapter B, all district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method, of the following methods, that provides the best value for a district:

PURCHASING AND ACQUISITION

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(LEGAL)

1. Competitive bidding for services other than construction services.
2. Competitive sealed proposals for services other than construction services.
3. A request for proposals for services other than construction services.
4. An interlocal contract.
5. A method provided by Government Code Chapter 2269 for construction services [see CV series];
6. The reverse auction procedure as defined by Government Code 2155.062(d).
7. The formation of a political subdivision corporation under Local Government Code 304.001 (purchase of electricity).

Education Code 44.031(a)

Exceptions

Emergency
Damage or
Destruction

If school equipment, a school facility, or a part of a school facility or personal property is destroyed or severely damaged or, as a result of an unforeseen catastrophe or emergency, undergoes major operational or structural failure, and the board determines that the delay posed by the methods provided for in Education Code 44.031 would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or the part of the school facility may be made by methods other than those required by Education Code 44.031. *Education Code 44.031(h)*

Sole Source

Without complying with Education Code 44.031(a) above, a district may purchase an item that is available from only one source, including:

1. An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly.
2. A film, manuscript, or book.
3. A utility service, including electricity, gas, or water.
4. A captive replacement part or component for equipment.

The exceptions above do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.

Education Code 44.031(j)–(k)

Competitive Bidding

Except to the extent prohibited by other law and to the extent consistent with Education Code Chapter 44, Subchapter B, a district may use competitive bidding to select a vendor as authorized by Education Code 44.031(a)(1).

A district shall award a competitively bid contract at the bid amount to the bidder offering the best value for the district. In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria. The selection criteria may include the factors listed in Education Code 44.031(b) [see Contract Selection Factors, below].

Except as provided below, Local Government Code Chapter 271, Subchapter B (Competitive Bidding on Certain Public Works Contracts) does not apply to a competitive bidding process under this policy.

Local Government Code Sections 271.026 (Opening of Bids), 271.027(a) (Award of Contract), and 271.0275 (Safety Record of Bidder Considered) apply to a competitive bidding process under Education Code Chapter 44, Subchapter B. [See CVA for these requirements.]

Education Code 44.0351

[For information on additional competitive procedures under the Public Property Finance Act, see CHH.]

Competitive Sealed Proposals

In selecting a vendor through competitive sealed proposals as authorized by Education Code 44.031(a)(2), a district shall follow the procedures prescribed below.

Request for Proposals

The district shall prepare a request for competitive sealed proposals that includes information that vendors may require to respond to the request. The district shall state in the request for proposals the selection criteria that will be used in selecting the successful offeror.

Opening Proposals

The district shall receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in each proposal. Not later than the 45th day after the date on which the proposals are opened, the district shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Selection

The district shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation. The district shall first attempt to negotiate a contract with the selected offeror. The district may discuss with the selected

offeror options for a scope or time modification and any price change associated with the modification. If the district is unable to negotiate a satisfactory contract with the selected offeror, the district shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria.

Education Code 44.0352

*Interlocal
Contracts*

“Interlocal contract” means a contract or agreement made under Government Code Chapter 791 (Interlocal Cooperation Act). A district may contract or agree with another local government or a federally recognized Indian tribe, as listed by the U.S. secretary of the interior under 25 U.S.C. 479a-1, whose reservation is located within the boundaries of this state to perform governmental functions and services in accordance with Government Code Chapter 791. A district may agree with another local government and with the state or a state agency, including the comptroller, to purchase goods and services. *Gov’t Code 791.003(2), .011(a), .025(a)*

An interlocal contract must:

1. Be authorized by the governing body of each party to the contract;
2. State the purpose, terms, rights, and duties of the contracting parties; and
3. Specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

An interlocal contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract. An interlocal contract may be renewed. Notwithstanding item 2 above, an interlocal contract may have a specified term of years.

Gov’t Code 791.011(d)–(f), (i)

A district may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This provision does not apply to ser-

vices provided by firefighters, police officers, or emergency medical personnel. *Gov't Code 791.025(b)*

A district that purchases goods and services under Government Code 791.025 satisfies the requirement to seek competitive bids for the purchase of the goods and services. *Gov't Code 791.025(c); Atty. Gen. Op. JC-37 (1999)*

Reverse Auction

A district that uses the reverse auction procedure must include in the procedure a notice provision and other provisions necessary to produce a method of purchasing that is advantageous to the district and fair to vendors. *Local Gov't Code 271.906(b)*

"Reverse auction procedure" means:

1. A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; or
2. A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services.

Gov't Code 2155.062(d)

Site-Based
Purchasing

If a purchase is made at the campus level in a district with a student enrollment of 180,000 or more that has formally adopted a site-based decision-making plan under Education Code Subchapter F, Chapter 11 [see BQ series], that delegates purchasing decisions to the campus level, Education Code 44.031 applies only to the campus and does not require the district to aggregate and jointly award purchasing contracts. A district that adopts site-based purchasing under this provision shall adopt a policy to ensure that campus purchases achieve the best value to the district and are not intended or used to avoid the requirement that a district aggregate purchases under Education Code 44.031(a). *Education Code 44.031(m)*

**Contract Selection
Factors**

Except as provided by Education Code Chapter 44, Subchapter B, in determining to whom to award a contract, the district shall consider:

1. The purchase price.
2. The reputation of the vendor and of the vendor's goods or services.

3. The quality of the vendor's goods or services.
4. The extent to which the goods or services meet the district's needs.
5. The vendor's past relationship with the district.
6. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.
7. The total long-term cost to the district to acquire the vendor's goods or services.
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.
9. Any other relevant factor specifically listed in the request for bids or proposals.

Education Code 44.031(b)

In awarding a contract by competitive sealed bid under Education Code 44.031, a district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Local Government Code 271.9051. This provision does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153. *Education Code 44.031(b-1)*

The factors listed above are the only criteria that may be considered by a district in its decision to award a contract. *R.G.V. Vend-ing v. Weslaco Indep. Sch. Dist.*, 995 S.W.2d 897 (Tex. App.—Corpus Christi 1999, no pet.)

Preferences
*Agricultural
Products*

A district that purchases agricultural products shall give preference to those produced, processed, or grown in Texas if the cost to the district is equal and the quality is equal. If agricultural products produced, processed, or grown in Texas are not equal in cost and quality to other products, the district shall give preference to agricultural products produced, processed, or grown in other states of the United States, if the cost and quality of the U.S. and foreign products are equal.

"Agricultural products" includes textiles and other similar products.

“Processed” means canning, freezing, drying, juicing, preserving, or any other act that changes the form of a good from its natural state to another form.

A district may not adopt product purchasing specifications that unnecessarily exclude agricultural products produced, processed, or grown in Texas.

Vegetation for
Landscaping

A district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the district is equal and the quality is equal.

Education Code 44.042

[For legal requirements applicable to school nutrition procurement, including produce and agricultural products, with federal funds, see COA.]

*Recycled
Products*

A district shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. *30 TAC 328.203*

Subchapter K of 30 Administrative Code (Governmental Entity Recycling and Purchasing of Recycled Materials) does not apply to a district with a student enrollment of less than 10,000 students. *30 TAC 328.204(a)*

A district regularly shall review and revise its procurement procedures and specifications for the purchase of goods, supplies, equipment, and materials in order to:

1. Eliminate procedures and specifications that explicitly discriminate against products made of recycled materials;
2. Encourage the use of products made of recycled materials; and
3. Ensure to the maximum extent economically feasible that the district purchases products that may be recycled when they have served their intended use.

In developing new procedures and specifications, the district shall encourage the use of recycled products and products that may be recycled or reused.

Health and Safety Code 361.426(b)–(c)

Bidder's Place of Business

In awarding a contract by competitive sealed bid under Education Code 44.031, a district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Local Government Code Section 271.9051. This provision does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. 153. *Education Code 44.031(b-1)*

Notice Publication

Notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received and opened shall be published in the county in which the district's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications. If there is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which a district's central administrative office is located. In a two-step procurement process, the time and place where the second-step bids, proposals, or responses will be received are not required to be published separately. *Education Code 44.031(g)*

Electronic Bids or Proposals

A district may receive bids or proposals under Education Code Chapter 44 through electronic transmission if the board adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Notwithstanding any other provision of Education Code Chapter 44, an electronic bid or proposal is not required to be sealed. A provision of Education Code Chapter 44 that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted by the board.

Education Code 44.0313

Right to Work

While a district is engaged in procuring goods and services or awarding a contract, or overseeing procurement or construction for a public work or public improvement, a district:

1. May not consider whether a vendor is a member of or has another relationship with any organization; and
2. Shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

Education Code 44.043

**Contract with Person
Indebted to District**

The board by resolution may establish regulations permitting the district to refuse to enter into a contract or other transaction with a person indebted to the district. It is not a violation of Education Code Chapter 44, Subchapter B (Purchases; Contracts) for a district, under regulations adopted under this provision, to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the district.

“Person” includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the district requiring approval by the board.

Education Code 44.044

Out-of-State Bidders

A district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. *Gov’t Code 2252.002*

This requirement does not apply to a contract involving federal funds. A district shall use the information published by the comptroller under Government Code 2252.003 (Publication of Other State’s Laws on Contracts) to evaluate the bid of a nonresident bidder. A district may rely on information published under Government Code 2252.003 to meet the requirements of Government Code 2252.002. *Gov’t Code 2252.003–.004*

“Governmental contract” means a contract awarded by a governmental entity, including a public school district, for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Gov’t Code 2252.001

**Professional
Services**

Education Code 44.031 does not apply to a contract for professional services rendered, including the services of an architect, attorney, certified public accountant, engineer, or fiscal agent. A district may, at its option, contract for professional services rendered

by a financial consultant or a technology consultant in the manner provided by Government Code 2254.003 (Professional Services Procurement Act) (see below), in lieu of the methods provided by Education Code 44.031. *Education Code 44.031(f)*

Professional
Services
Procurement Act
Selection

A district may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. *Gov't Code 2254.003(a)*

Definition

“Professional services” means services:

1. Within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or forensic science;
2. Provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, architect, landscape architect, land surveyor, physician, optometrist, professional engineer, state-certified or state-licensed real estate appraiser, registered nurse, or a forensic analyst or forensic science expert; or
3. Provided by a person lawfully engaged in interior design, regardless of whether the person is registered as an interior designer under Occupations Code Chapter 1053.

Gov't Code 2254.002

[For specific information on procuring architectural or engineering services, see CV. For information on procuring services of physicians, optometrists, and registered nurses under certain circumstances, see Government Code 2254.008.]

Contingent Fee
Contract for Legal
Services

“Contingent fee contract” means a contract for legal services under which the amount or the payment of the fee for the services is contingent in whole or in part on the outcome of the matter for which the services were obtained. The term includes an amendment to a contract for legal services described by this provision if the amendment changes the scope of representation or may result in the filing of an action or the amending of a petition in an existing action. *Gov't Code 2254.101(2)*

Government Code Chapter 2254, Subchapter C provides the manner in which and the situations under which a district may compen-

sate a public contractor under a contingent fee for legal services. That subchapter does not apply to a contract for legal services:

1. Provided to a district under Government Code Chapter 403, Subchapter M; or
2. Entered into by a district for the collection of an obligation, as defined by Government Code 2107.001, that is delinquent [see CCGA(LEGAL) regarding delinquent tax collection] or for services under Government Code 1201.027 [see CCA(LEGAL) regarding issuance of public securities], except that Government Code sections 2254.1032, 2254.1034, 2254.1036, and 2254.1037 do apply to the contract.

Gov't Code 2254.102

A district may select an attorney or law firm to award a contingent fee contract only in accordance with Government Code 2254.003(a) (Professional Services Procurement Act) [see Selection, above] and Government Code 2254.1032.

In procuring legal services under a contingent fee contract, a district shall:

1. Select a well-qualified attorney or law firm on the basis of demonstrated competence, qualifications, and experience in the requested services; and
2. Attempt to negotiate a contract with that attorney or law firm for a fair and reasonable price.

Gov't Code 2254.1032

Specific Purchases

Computers

A district may acquire computers and computer-related equipment, including computer software, through the Department of Information Resources (DIR) under contracts entered into in accordance with Government Code Chapter 2054 or 2157. *Education Code 44.031(i)*

Automated
Information System

A district may purchase an automated information system using the purchasing method described by Government Code 2157.068 for commodity items or a purchasing method designated by the comptroller to obtain the best value for the state, including a request for offers method. A district that purchases an item using a method described above satisfies any state law requiring the district to seek competitive bids for the purchase of the item. *Gov't Code 2157.006; 34 TAC 20.222* [See 1 Administrative Code Chapter 212 for rules related to purchases of commodity items.]

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Automated External Defibrillators A district that purchases or leases an automated external defibrillator (AED), as defined by Health and Safety Code 779.001, shall ensure that the AED meets standards established by the federal Food and Drug Administration. *Education Code 44.047(a)*

Insurance A contract for the purchase of insurance is not a contract for professional services. A district must award such a contract using one of the methods in Education Code 44.031. *Atty. Gen. Op. DM-418 (1996)*

Multiyear Contracts A district may execute an insurance contract for a period longer than 12 months, if the contract complies with Local Government Code 271.903(a) [see Commitment of Current Revenue, below]. If a district executes a multiyear insurance contract, it need not advertise for insurance vendors until the 12-month period during which the district will be executing a new insurance contract. *Atty. Gen. Op. DM-418 (1996)*

Other Purchasing Methods

State Purchasing Program

The comptroller shall establish a program by which the comptroller performs purchasing services for local governments. The services must include:

1. The extension of state contract prices to participating local governments when the comptroller considers it feasible.
2. Solicitation of bids on items desired by local governments if the solicitation is considered feasible by the comptroller and is desired by the local government.
3. Provision of information and technical assistance to local governments about the purchasing program.

The comptroller may charge a participating local government an amount not to exceed the actual costs incurred by the comptroller in providing purchasing services to the local government under the program.

Local Gov't Code 271.082

District Participation

A district may participate in the purchasing program, including participation in purchases that use the reverse auction procedure, by filing with the comptroller a resolution adopted by the board requesting that the district be allowed to participate on a voluntary basis, and to the extent the comptroller deems feasible, and stating that the district will:

1. Designate an official to act for the district in all matters relating to the program, including the purchase of items from the vendor under any contract, and that the board will direct the decisions of the representative;

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(LEGAL)

2. Be responsible for:
 - a. Submitting requisitions to the comptroller under any contract; or
 - b. Electronically sending purchase orders directly to vendors, or complying with procedures governing a reverse auction purchase, and electronically sending to the comptroller reports on actual purchases made under this provision that provide the information and are sent at the times required by the comptroller;
3. Be responsible for making payment directly to the vendor;
4. Be responsible for the vendor's compliance with all conditions of delivery and quality of the purchased item.

A district that purchases an item under a state contract or under a reverse auction procedure, sponsored by the comptroller satisfies any state law requiring the district to seek competitive bids for the purchase of the item.

Local Gov't Code 271.083

Multiple Award
Contract Schedule

The comptroller shall develop a schedule of multiple award contracts that have been previously awarded using a competitive process by the federal government or any other governmental entity in any state. *Gov't Code 2155.502(a)*

A district may purchase goods or services directly from a vendor under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I. A district contracting for the purchase of an automated information system under a contract listed on a schedule shall comply with Government Code 2157.068(e-1) (Purchase of Information Technology Commodity Items) [see Automated Information System, above]. A purchase authorized by this provision satisfies any requirement of state law relating to competitive bids or proposals.

The price listed for a good or service under a multiple award contract is a maximum price. A district may negotiate a lower price for goods or services under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I.

Gov't Code 2155.504

Cooperative
Purchasing
Program

A district may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. A district that is participating in a cooperative purchasing program may sign

an agreement with another participating local government or a local cooperative organization stating that the district will:

1. Designate a person to act under the direction of, or on behalf of, the district in all matters relating to the program;
2. Make payments to another participating local government or local cooperative organization or directly to a vendor under a contract made under these provisions, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and
3. Be responsible for the vendor's compliance relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

A district that purchases goods or services under these provisions satisfies any state law requiring the district to seek competitive bids for the purchase of the goods or services.

Local Gov't Code 271.102; Atty. Gen. Op. JC-37 (1999)

*Cooperative
Purchasing
Contract Fees*

A district that enters into a purchasing contract valued at \$25,000 or more under Education Code 44.031(a)(5) (interlocal contract), under Local Government Code Chapter 271, Subchapter F (cooperative purchasing program), or under any other cooperative purchasing program authorized for school districts by law shall document a contract-related fee, including a management fee, paid by or to the district and the purpose of each fee under the contract.

The amount, purpose, and disposition of any fee described above must be presented in a written report and submitted annually in an open meeting of the board. The written report must appear as an agenda item. The commissioner of education may audit the written report.

Education Code 44.0331

**Commitment of
Current Revenue**

If a contract for the acquisition, including lease, of real or personal property retains to the board the continuing right to terminate at the expiration of each budget period during the term of the contract, is conditioned on a best efforts attempt by the board to obtain and appropriate funds for payment of the contract, or contains both the continuing right to terminate and the best efforts conditions, the contract is a commitment of a district's current revenue only. *Local Gov't Code 271.903*

Change Orders

For provisions regarding change orders, see CV.

Criminal Offenses

An officer, employee, or agent of a district commits an offense if the person with criminal negligence makes or authorizes separate, sequential, or component purchases to avoid the requirements of Education Code 44.031(a) or (b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude.

“Component purchases” means purchases of the component parts of an item that in normal purchasing practices would be made in one purchase. “Separate purchases” means purchases, made separately, of items that in normal purchasing practices would be made in one purchase. “Sequential purchases” means purchases, made over a period, of items that in normal purchasing practices would be made in one purchase.

Education Code 44.032(a)–(b)

An officer, employee, or agent of a district commits an offense if the person with criminal negligence violates Education Code 44.031(a) or (b) other than by conduct described by Education Code 44.032(b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude. *Education Code 44.032(c)*

An officer or employee of a district commits an offense if the officer or employee knowingly violates Education Code 44.031, other than by conduct described by Education Code 44.032(b) or (c). An offense under this provision is a Class C misdemeanor. *Education Code 44.032(d)*

Removal from
Office

The final conviction of a person other than a trustee of a district for an offense under Education Code 44.032(b) or (c) above results in the immediate removal from office or employment of that person. A trustee who is convicted of an offense under Education Code 44.032 is considered to have committed official misconduct for purposes of Local Government Code Chapter 87, and is subject to removal as provided by that chapter and Texas Constitution Article V, Section 24. For four years after the date of the final conviction, the removed person is ineligible to be a candidate for or to be appointed or elected to a public office in Texas, is ineligible to be employed by or act as an agent for the state or a political subdivision of the state, and is ineligible to receive any compensation through a contract with the state or a political subdivision of the state. *Education Code 44.032(e)*

Injunction

A court may enjoin performance of a contract made in violation of Education Code Chapter 44, Subchapter B. A county attorney, dis-

trict attorney, criminal district attorney, citizen of the county in which the district is located, or any interested party may bring an action for an injunction. A party who prevails in an action brought under this provision is entitled to reasonable attorney's fees as approved by the court. *Education Code 44.032(f)*

INTERLOCAL AGREEMENT

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

This Agreement is made this the _____ day of _____, 2024 at Wimberley, Texas by and between Wimberley Independent School District, a political subdivision and public school district of the State of Texas referred to in this Agreement as “WISD” and the Hays County Emergency Services District No. 4, a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code referred to in this Agreement as “ESD4”.

This Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act, hereinafter “Act.” All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the ESD4 and WISD. The amounts and services exchanged between ESD4 and WISD are amounts that fairly compensate both entities for the services and functions performed under the Act. This Agreement shall be renewed annually and automatically for so long as ESD4 remains in possession of the Property.

The subject of this Agreement is approximately five to seven acres of land adjacent to Blue Hole Primary School which it is located at _____ Ranch Road 12, Wimberley, Texas, hereinafter referred to in this Agreement as “Property.” The legal description of the Property is attached as Exhibit A.

WISD and ESD4 agree that there is a public necessity and benefit to WISD to donate the Property to ESD4 for the construction and operation of a fire station in the vicinity of a school.

1. WISD shall convey the Property to ESD4 for a public purpose pursuant to Local Government Code Chapter 272.001(1). After the Property is conveyed or otherwise granted to ESD4, if ESD4 breaches any requirements under this Agreement, then the Property will convey back to WISD, at the option of WISD.

2. All expenses related to conveying the Property, including but not limited to closing costs, survey, title policy and other related expenses, shall be paid by ESD4. Legal expenses will be borne by the party incurring same. ESD4 will construct, at its sole expense, a fire station and related facilities (“Facilities”) on the property on or before May 1, 2034. The proposed Facilities currently consist of a fire station with 10 bedrooms, bathrooms, a kitchen, living area, workout facilities, a gear storage and maintenance area, and four pull-through bays for apparatus. Future Facilities could include a training complex, with classrooms and restrooms. The Facilities public purpose to benefit the public interest is the provision of fire and emergency services to the Wimberley and surrounding

areas of Hays County (“Emergency Services”). All Facilities constructed shall conform to the general architectural aesthetics of Blue Hole Primary School.

3. ESD4 will construct an access road that directly connects the Property and Facilities to the WISD Blue Hole Primary School located at 15900 Winters Mill Parkway, Wimberley, Texas 78676 (“Road”), provided construction of the Road does not conflict with any applicable law, rule, ordinance, or regulation. The Road shall enter directly into the Blue Hole Primary School parking lot. The Road shall be sufficient to provide Emergency Services directly to the Blue Hole Primary School without ESD4 equipment or vehicles entering any public roadway. The Road shall be for Emergency Services only and not open for public use.

4. The Property shall be used only for the provision of Emergency Services in the following ways:

- a. as a fire and emergency services station with 24 hour-per-day, 7 day-per-week staffing;
- b. storage of fire and emergency services apparatus, and maintenance and service of fire and emergency services Facilities;
- c. sleeping quarters, meeting rooms, and training rooms, including weightlifting facilities for ESD4 personnel and other training and education facilities to further the provision of Emergency Services; and
- d. any other ways necessary to accomplish the public purposes behind the provision of Emergency Services.

Failure to use the Property in the manner above described or use of the Property in any other way for which permission is not secured in advance in writing from WISD shall result in this Agreement immediately terminating and all responsibility for loss, damage or other expense borne by ESD4, and the Property reverting to WISD at the option of WISD.

5. ESD4 will not commit or allow to be committed any waste on the Property, create or allow any nuisance to exist on the Property, or use or allow the Property to be used for any unlawful purposes.

6. ESD4, ESD4’s agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the Property, and will comply with WISD’s Policies and Procedures when on WISD properties, which for the purposes of this Agreement does not include the Property and the Facilities.

7. ESD4 will pay for repair, maintenance, both ongoing and extraordinary, and all other utilities furnished to the Property for the term of this Agreement, including gas, electric, telephone, water and any other services that may arise out of the necessary uses of the Property. ESD4 agrees to use all commercially reasonable efforts, both during and after any construction, to prevent trash from accumulating and to keep the site clean and free of

all materials not necessary for the construction of the Facilities and provision of Emergency Services unless mutually agreed to in writing by ESD4 and WISD.

8. ESD4 agrees to maintain general liability and property insurance in amounts and by issuers satisfactory to WISD. Such property insurance shall adequately insure against all the risks associated with this Agreement. Annually, ESD4 will produce a Certificate of Insurance for review by WISD reflecting that the Property is insured. Premiums for insurance of these activities shall be borne by ESD4.

9. ESD4 shall be solely responsible for all regulatory and statutory requirements including, but not limited to all reporting requirements to local, state, and federal agencies and other authorities.

10. TO THE EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF TEXAS ESD4 AGREES TO HOLD WISD HARMLESS FOR AND INDEMNIFY FOR ALL CLAIMS AND LIABILITIES ARISING FROM ESD4'S USE OF THE PROPERTY AND FOR ALL DAMAGE TO PROPERTY OR INJURIES TO PERSONS CAUSED WHOLLY OR IN PART FROM ANY ACT OR OMISSION BY ESD4, ESD4'S GUESTS, LICENSEES, INVITEES, SUBLESSEES, ASSIGNEES, SUCCESSORS, OR FOR ANY CAUSE OR REASON WHATSOEVER ARISING OUT OF OR BY REASON OF THE OCCUPANCY OF THE PROPERTY BY ESD4.

11. If ESD4 fails to comply with any conditions and covenants of this Agreement, WISD may perform these conditions and covenants, at the cost and expense of ESD4, and ESD4 will reimburse such expense to WISD.

12. Any property, including real property or personal property of any kind purchased or leased using ESD4 funds, wholly or partly, shall remain the property of ESD4 until disposed of or transferred in accordance with Chapter 775 of the Texas Health and Safety Code or Texas Government Code 272.001(1). In no event will WISD be liable for any loss or damage to ESD4 goods or ESD4 property for any reason whatsoever.

13. WISD shall not be liable for any damage or injury that may be sustained by ESD4 or any other person, as a consequence of the failure, breakage, leakage, or obstruction of the water, sewage, waste, or soil pipes, or the electrical, gas, or oil system; or by reason of the elements; or resulting from carelessness, negligence, or improper conduct on the part of ESD4 or ESD4's agents, guests, licensees, invitees, sublessees, assignees, successors; or attributable to any interference with, interruption of or failure beyond the control of WISD.

14. ESD4 agrees not to assign or sublease the Property, or any part of or any right or privilege connected with the Property for any purpose besides in furtherance of the provision of Emergency Services for the public purposes identified in this Agreement.

ESD4 agrees not to allow any other person, except ESD4's visitors, agents, and employees or another political subdivision or nonprofit organization in good standing with the State, organized and operating to provide fire and/or emergency services to the public, to occupy the Property or any part of the Property.

15. If ESD4 materially breaches this Agreement, WISD shall promptly notify ESD4 in writing and ESD4 shall utilize all commercially reasonable efforts to cure any such breach within seven days of notification. Should ESD4 fail to cure the noticed breach within seven days, WISD will have the right to immediately reassume occupation of the Property without further notice and to hold ESD4 liable for all damages of any kind.

16. Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, shall be deemed to have been given when physically received in hand by the party to whom directed, and shall be directed personally to the following persons:

WISD:

Superintendent
Wimberley Independent School District
951 FM 2325
Wimberley, Texas 78676

ESD4:

President
Hays County Emergency Services
District No. 4
P. O. Box 1312
Wimberley, Texas 78676

17. If either party files an action to enforce any covenant of this Agreement, then the prevailing party is entitled to recover its reasonable attorney's fees to be fixed by the Court.

18. The waiver by WISD of any breach of any provision of this Agreement will not constitute a continuing waiver of any subsequent breach of the same or a different provision of the Agreement.

19. Time is of the essence in this Agreement.

20. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this Agreement are performable in Hays County, Texas. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors and assignees of the parties herein. No modifications or amendments of this Agreement shall be binding unless in writing and duly signed by the parties or their authorized representatives. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity will not affect the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.

21. Both ESD4 and WISD agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.

22. By executing this Agreement, each party represents that such party has full capability and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the respective party has authorized this Agreement.

23. The following covenants and restrictions of Texas Government Code 272.001(1) shall be in all things observed, followed, and complied with and placed in any document of conveyance:

(1) The notice and bidding requirements provided by Subsection (a) do not apply to a donation or sale made under this subsection. A political subdivision may donate or sell for less than fair market value a designated parcel of land or an interest in real property to another political subdivision if:

(1) the land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling political subdivision;

(2) the donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and

(3) the title and right to possession of the land or interest revert to the donating or selling political subdivision if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.

24. ESD4 acknowledges that the Property is subject to the above restrictions.

Executed in multiple originals the day and year first above written.

Wimberley Independent School District

By: _____

President, Board of Trustees
WISD

By Action of the Board of Trustees

**Hays County Emergency Services District
No. 4**

By: _____

President, Board of Commissioners
ESD4

By Action of the ESD4 Board of
Commissioners

STATE OF TEXAS

☺

☺

COUNTY OF HAYS

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BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Interlocal Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and by the Wimberley Independent School District Board of Trustees action on _____ 2024.

Wimberley Independent School District

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

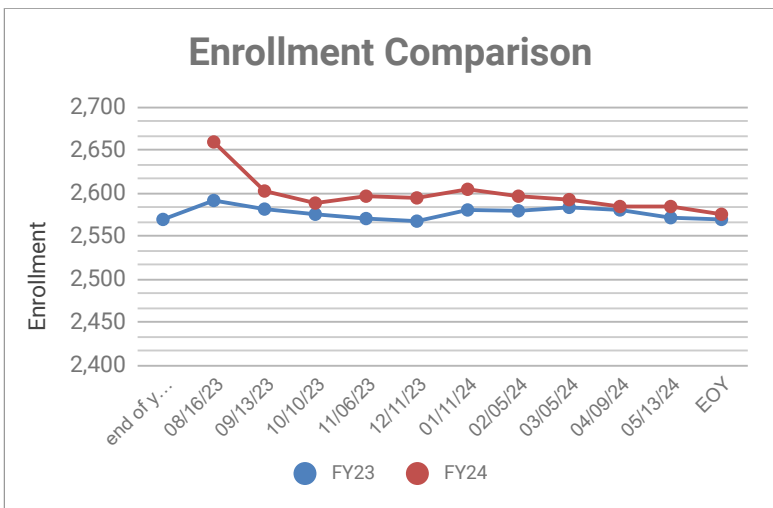
Notary Public, State of Texas

WIMBERLEY INDEPENDENT SCHOOL DISTRICT FY24 Student Enrollment

By Campus	05/24/23	08/16/23	09/13/23	10/10/23	11/06/23	12/11/23	01/11/24	02/05/24	03/05/24	04/09/24	05/13/24	EOY
Blue Hole	573	584	568	570	568	564	573	577	583	582	582	582
Jacob's Well	539	553	546	543	548	552	554	552	551	550	550	548
Danforth	650	653	632	625	630	630	635	626	625	622	622	618
WHS	807	869	856	850	850	848	842	841	833	830	830	828

All	end of	08/16/23	09/13/23	10/10/23	11/06/23	12/11/23	01/11/24	02/05/24	03/05/24	04/09/24	05/13/24	EOY
FY23	2569	2591	2581	2575	2570	2567	2580	2579	2583	2580	2571	2569
FY24		2659	2602	2588	2596	2594	2604	2596	2592	2584	2584	2575

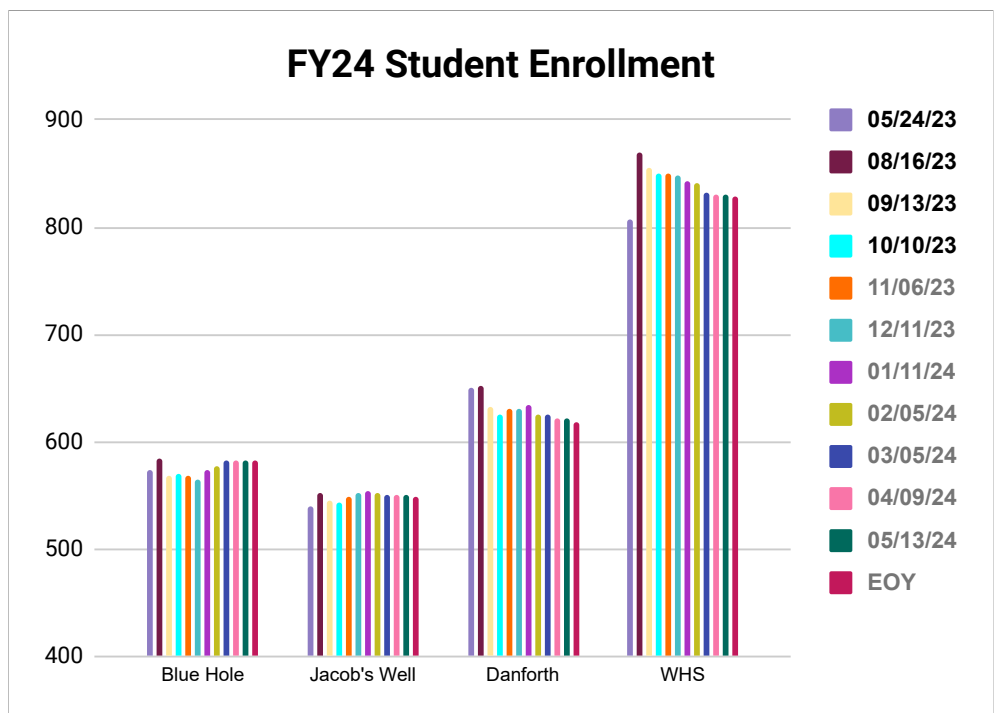
Transfer	end of	08/16/23	09/13/23	10/10/23	11/06/23	12/11/23	01/11/24	02/05/24	03/05/24	04/09/24	05/13/24	EOY
FY23	419	436	420	420	419	425	423	426	423	426	421	419
FY24		446	421	418	422	424	423	414	413	407	398	398



All students		FY24	Transfer students	
#	Increase %		#	Increase %
90	3%	Aug	27	6%
33	1%	Sept	2	0%
19	1%	Oct	-1	0%
27	1%	Nov	3	1%
25	1%	Dec	5	1%
35	1%	Jan	4	1%
27	1%	Feb	-5	-1%
23	1%	Mar	-6	-1%
15	1%	Apr	-12	-3%
15	1%	May	-21	-5%
6	0%	EOY	-21	-5%

EOY 2024	All Students	Transfers Students	% Transfers
District	2575	398	15%
WHS	828	144	17%
Danforth	618	101	16%
JWE	548	83	15%
Blue Hole	582	70	12%

EOY FY24	
FY24 Budgeted Enrollment	2597
FY24 Actual	2575
Difference	-22
FY24 Budgeted Tuition PK	110
FY24 Actual Tuition PK	88
Difference	-22



WIMBERLEY INDEPENDENT SCHOOL DISTRICT
FY24 Student Enrollment
05/23/2024

Tuition based Pre-K 88

EE/PPCD	1		1							
PK (drop in)	PK-4	50	PK-3	17	67					
Kindergarten	21	18	22	21	21	22	21	21	167	
First Grade	20	22	20	20	21	17	21	20	161	
Second Grade	21	22	18	21	20	22	19	22	21	186
Third Grade	21	20	22	21	20	20	21	20	20	185
Fourth Grade	20	17	20	20	19	20	18	18	21	173
Fifth Grade	21	21	20	21	23	21	22	20	21	190
Sixth Grade										194
Seventh Grade										239
Eighth Grade										185
Ninth Grade										241
Tenth Grade										211
Eleventh Grade										183
Twelfth Grade										193

Transfers	
Employee	Non Employee
1	4
2	16
3	16
3	25
4	21
5	25
2	26
4	34
10	28
5	20
5	35
2	44
5	25
3	25

54 344

Enrollment Total	2663	FUNDED TOTAL:	2575
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398

BLUE HOLE CAMPUS

EC/Kindergarten - 2nd Grade 582

JACOB'S WELL CAMPUS

3rd - 5th Grade 548

DANFORTH CAMPUS

6TH - 8TH Grade 618

HIGH SCHOOL

9TH - 12TH Grade 828
In District Enrollment 2177

District Transfer Students	
Appx. Savings to District	
\$2,381,123	
Austin	6
Blanco	21
Comal	79
Dripping Spr	17
Hays	69
Lockhart	1
Navarro	3
San Marcos	202



Minutes of Regular Meeting

Board of Trustees

A Regular Meeting of the Board of Trustees of Wimberley Independent School District was held Monday, **Monday, May 20, 2024**, beginning at **6:00 PM** in the WISD Administration Building, 951 FM 2325, Wimberley, TX 78676.

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

Administrators Present: Dr. Bonewald, Jason Valentine, Moises Santiago, Ryan Wilkes, SueAnna Thomas, Christi Moeller, Dara Brooks, Coach Doug Warren, Ryan Giesen
Directors Present: Allen Bruggman, Roz Simmons, Lori Pharis, Lauri Grisham

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 – UIL State Recognition
 - A. UIL Academics -Ryan Wilkes introduced the UIL academic team who competed in speech and debate.
 - B. UIL Athletics- The Boys golf team (was recognized for winning 2nd place in State, Coach Saucier came to the front to speak about the team's success and also recognized Jaxon Donaldson for winning his 3rd state championship as an individual. He shot a 68/68. Coach Lacey Lambert came to the front to recognize Baylee Gold for competing in State at the 100 hurdles. She broke her PR and became regional champion. She will go on to continue her career at Angelo State. Coach Gustafson came to the front with the tennis duo who competed in doubles at State competition over the weekend. Ryan Wilkes introduced the UIL academic team who competed in speech and debate.
3. PUBLIC FORUM - No individual(s) requested to address the Board during Public Forum.
4. Information Items
 - A. Strategic Plan Update: Priority 3- Strengthen Community Excellence
5. Action Items
 - A. Discuss and Consider Board Approval of a Delegate and Alternate to the 2024 Texas Association of School Boards (TASB) Delegate Assembly.

Motion to recommend that the Board of Trustees name Lexi Jones as the official Voting Delegate to the 2024 TASB Delegate Assembly". This motion, made by Ken Strange and seconded by Andrea Justus, Passed. Yea: 6, Nay: 0, Absent: 1.

Motion made to name Ken Strange as the Alternate to the 2024 TASB Delegate Assembly. This motion, made by Lexi Jones and seconded by Nathan Cross, Passed. Yea: 6, Nay: 0, Absent: 1

6. CFO's Report - Chief Financial Officer, Moises Santiago presented the monthly financial highlights/report and addressed questions from the board.
 - A. Financials
 - B. Check Register
 7. Superintendent's Report
 - 2 of our graduating seniors will be going into the Air Force Academy: Risa Espinoza and Caden Romo. The Air Force Academy has a highly competitive acceptance rate with only about 1400 students accepted each year.
 - Last Day of School 05/23
 - End of Year breakfast for all staff and teachers will be on Friday 05/24
 - Dr. Bonewald discussed the top 3 Funding Challenges that WISD is currently facing
 - Hailstorm Update
 - Darrell Rivera has been working with the District insurance company and claims adjusters to repair damage to roofs, HVAC systems and district buses and vehicles as a result of the hailstorm that occurred on 05/09.
 - SHARS reimbursement-The state retroactively changed rules putting the district in a deficit of \$273,000. Lauri Grisham and Moises Santiago have been actively working on the appeal.
 - Reunification Training for Hays County is going to be held in June in Dripping Springs
 8. Consent Agenda - Presiding Officer

Motion to approve the consent agenda minus item 8B. This motion, made by Ken Strange and seconded by Lexi Jones, Passed. Yea: 6, Nay: 0, Absent: 1

Motion to approve Item 8B from consent agenda. This motion, made by Ken Strange and seconded by Lexi Jones, Passed. Yea: 5, Nay: 0, Absent: 1, Nathan Abstained- he was not present at this meeting.

 - A. Student Enrollment and Attendance
 - B. Minutes of the Regular Meeting- April 15, 2024
 - C. Minutes of the Called Meeting- April 29, 2024
 - D. AGREEMENT- Approve Texas A&M AgriLife Extension, Adjunct Faculty
 - E. RESOLUTION - Approval of Annual Extracurricular Status of 4-H Organization
 - F. Approve Additional Tech Apps Text Adoption
 9. Closed Session - The Board adjourned into closed session at 7:21 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*
 - 1) Danforth Campus Intruder Audit
 - 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*
 10. The Board will reconvene and take possible action on items discussed in executive session- The Board reconvened at 8:25 p.m. Motion to offer position at WISD to T. Osborne, K. Padilla, D. Tannreuther, D. Trial, M. Fletcher and N. Hopkins. This motion, made by Ken Strange and seconded by Lexi Jones, Passed. Yea: 6, Nay: 0, Absent: 1
- Motion to approve recommendation to offer Lauren Reeves High School Librarian position. This motion, made by Ken Strange and seconded by Lexi Jones, Passed. Yea: 6, Nay: 0, Absent: 1

Regular Board of Trustees Meeting

May 21, 2024

Page | 3

11. Prepare for next meeting - The next regular meeting is scheduled for Monday, June 17, 2024
12. Adjourn - There being no further business to discuss, motion to adjourn at 8:26 p.m. This motion, made by Ken Strange and seconded by Dr. Rob Campbell, Passed. Yea: 6, Nay: 0, Absent: 1

Andrea Justus, Secretary

Dr. Rob Campbell, President

REQUEST FOR PROPOSALS (RFP)
Bi-Directional Amplifier (BDA) or Distributed Antenna System (DAS)

BACKGROUND INFORMATION

Due to the increase in violent attacks on school districts nationwide, the District released a request for proposals from experienced and qualified vendors to install a Bi-Directional Amplifier (BDA) or Distributed Antenna System (DAS) in applicable areas identified by the Emergency Responder Radio System (ERRS) Coverage Report Test Results. The results showed that two areas failed the ERRS Coverage Test. These were the High School and Jacob’s Well Elementary campuses.

The RFP indicates that vendors must deliver a product that meets the TEA SS61.1031 School Safety requirements as follows: “*a communications infrastructure shall be implemented that must (A) ensure equipment is in place as such that law enforcement and emergency responder two-way radios can function within most portions of the building(s); AND must meet technical requirements from LCRA. Devices manufactured in Russia, North Korea, China, or other nations restricted by the Office of Foreign Assets Control will not be acceptable.*”

Vendors were required to provide a list of school district references that demonstrated the capabilities to install and that their products meet the above standard.

The District intends to select and award a contract to the Company that demonstrated the best overall value.

FISCAL IMPACT

Funding for services will be provided through the 2023-2025 School and Facilities Enhancement (SAFE) Grant, Cycle 1.

Total Project Cost is \$150,469.

ADMINISTRATIVE RECOMMENDATION

That the Board selects and awards a contract to PWR Wireless to install Bi-Directional Amplifier (BDA) or Distributed Antenna System (DAS) in Jacob’s Well Elementary and Wimberley High School.

BOARD ACTION REQUIRED

RFP# 2024-02 BDA_DAS

Grading Criteria	Max Points	PWR Wireless	RFE Communications	NOTES
		Score	Score	
1. Price of eligible goods or services	35	35	20	
2. Reputation of the vendor and of the vendor's goods and services	5	5	2	
3. Quality of the vendor's goods and services	5	5	5	
4. Extent to which the goods or services meets the district's needs	10	10	10	
5. Vendor's past relationship with the district	10	5	0	
6. Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses	1	1	1	
7. Total long-term cost to the district to acquire the vendor's goods and services	9	9	7	
8. Any other relevant factor specifically listed the request for bids or proposal:				
8a Service and support proximity to school district	5	5	5	
8b The timeline for delivery/installation upon receipt of purchase order	10	10	10	
8c Quality of Proposal	10	10	8	
Total Points	100	95	68	

Total Project Cost	\$ 150,469	\$ 169,262	
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EVALUATION TEAM:


 Chief Financial Officer Signature

6/13/2024

Date


 Project Manager Signature

6/13/2024

Date



Wimberly ISD RFP# 2024-02; Bi-Directional Amplifier Public Safety DAS Coverage Solution

June 7, 2024

ORIGINAL

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Introduction

PWR Wireless, LLC is pleased to submit this proposal for RFP #2024-02 providing Public Safety DAS for Wimberly HS and Jacob's Well ES.

Capabilities and Experience

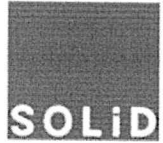
PWR Wireless, LLC established October 2013 by owner and operator, Mr. Paul Rice. Mr. Rice has over 20 years' experience in the wireless industry designing and installation complex and complicated systems for some of the most demanding and high-profile clients and projects nationally. Below is a brief summary of the services and capabilities of PWR Wireless.

- Indoor Coverage Design Engineering
 - Experience with complex, multi-carrier, large venues including public safety
 - Full iBwave designs, propagation plots, link budgets, construction walks and build ready drawings
- Carrier Benchmark Testing
 - Collection of existing macro signal to provide Indoor system dominance with design
 - Verification of system functionality post turn-up
- Active Signal Testing
 - Providing CW testing plans and execution in order to verify propagation, tune models, set best antenna down tilts, azimuths, locations for ideal sector overlaps
- Commissioning and Optimization
 - Coaxial and Fiber Optic Cable Sweep testing, PIM Testing
 - Distributed Antenna System (DAS) 5-Step Commissioning Process
 - DAS Optimization Services

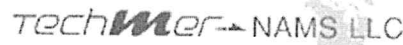
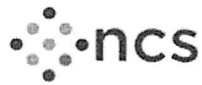
Representative Projects

- Stadiums/Arenas
 - Mississippi State – Davis Wade Football Stadium
 - Sioux Falls Arena
 - Indiana State Fair Coliseum
- Public Transportation Venues
 - DFW Airport Public Safety
 - MBTA Subway Boston, MA
 - LBJ Express Depressed Roadway – Dallas Texas
- Public Safety Venues
 - DC Corrections
 - Ft. Hood Hospital
 - Monmouth County Courthouse and Jail
 - Quantico Marine Corps Museum

Partial List of Customers



DALLAS/FORT WORTH
INTERNATIONAL AIRPORT



Scope of Work

Provide full Turnkey Public Safety DAS design, installation and commissioning services for Wimberly HS and Jacob's Well ES. Square Footage detailed as follows:

Wimberly HS -134,000 SF

Jacob's Well - 87,500 SF

Public Safety Coverage Solution - 700/800MHz [Optional 900MHz]:

- Design based on signal propagation for Public Safety 700/800MHz with option for 900MHz.
- Comba Public Safety Radio BDA designed and suggested for each campus implementation.
- Received Signal Strength Indicator (RSSI) will be measuring criteria.
- Minimum desired RSSI level -95 dBm over 95% at 900 MHz
- Desired coverage area 95% of total facility gross square footage (GSF).
- Appropriate exclusion areas: N/A
- Provide equipment and materials per design.
- Turnkey install and testing of DAS
- Supervise installation testing
- Provide conduit paths and requirements to Wimberly ISD or their representative
- Coordinate signal sources and permitting with Local Public Safety AHJ.
- Commission and optimize DAS system
- Provide close out package

Assumptions

- Pricing based on coverage area and scope provided agreed to by customer. Scope will be verified before project commencement.
- Access or escort(s) to all areas will be provided by customer.
- Standard normal shift work hours apply, M-F, 7AM-5PM.
- Each campus project is one continuance phase or as shown in scope.
- Assumed existing pathway to rooftop for outdoor donor antennas or provided by others.
- Electrical circuits provided by customer.
- No horizontal conduit provided.
- Flexible Conduit cable assembly provided for donor feed where required
- Adequate space and environment will be provided for equipment.
- 2 hr. burn rated cable for Wimberly HS is provided as an option if 2 Hour riser path is not available.
- The 900 MHz requirement is priced separately. Per our preliminary testing; 900 MHz was present at Jacob's Well but not Wimberly HS. This frequency band will not be in use in the future. All LCRA ERRC services will eventually be on 700/800 MHz. For the purposes of this proposal, these solutions are priced separately.

Pricing Summary

Rice/Nav

WIMBERLY HS PUBLIC SAFETY 700/800 MHz	
Materials	\$45,157.92
Engineering	\$15,733.51
Install	\$24,451.10
Wimberly HS Project Total	\$85,342.52

2 hr. Burn rated riser cable	\$3,772.50
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WIMBERLY HS PUBLIC SAFETY 900MHz	
Materials	\$24,297.10
Engineering	\$2,500.00
Install	\$4,110.00
900 MHz Project Total	\$30,907.10

JACOB'S WELL PUBLIC SAFETY 700/800 MHz	
Materials	\$31,574.07
Engineering	\$14,766.21
Install	\$18,786.00
Jacob's Well Project Total	\$65,126.29

JACOB'S WELL PUBLIC SAFETY 900MHz	
Materials	\$24,297.10
Engineering	\$2,500.00
Install*	\$4,110.00
900 MHz Project Total	\$30,907.10

-delete

Proposed Invoicing Schedule

25%	Contract Execution
65%	Delivery of Materials
10%	Acceptance and Closeout Package delivery

150,470

Should you have any questions, please feel free to contact me at 512-777-8881

Sincerely yours,

Paul Rice

paul.rice@pwrwireless.com

BUSINESS PROPOSAL

Wimberley ISD
Project: Jacob's Well Elementary School
3470 RR 2325
Wimberley, TX 78676

"Don't Let Poor Signal Hold Back Your Business"



What we offer:

Customized design, engineering, installation, and optimization of a distributed antenna system in the building. Project management from start to finish, as well as warranties on installed equipment and extended maintenance plans available upon request.

Client will provide:

- Access to all IT Closets/IDF Rooms and office space required for installation of equipment and cable routing.

This Proposal makes the following assumptions:

- The building has been built with standard construction practices and building materials.
- There is existing power and space available to mount the main headend unit in Telecom/IT Room.
- Standard working/installation hours (unless otherwise discussed and agreed upon).
- There will be no need for cores to be drilled between floors (unless otherwise discussed and agreed upon).
- Any drywall or paint correction caused by installation will be the client's responsibility.
- Roof penetration and/or conduit pathway to agreed amplifier location must be completed, including picture confirmation, prior to scheduling installation. Resealing of any roof penetration will be the client's responsibility.

Design & Engineering

- Benchmark testing before building design is created.
- Planning distributed antenna system design based on project site coverage and capacity requirements.
- Customizing building plans according to state and county performance requirements, while limiting interference and radio frequency performance issues with the macro network.
- Acceptance testing after project completion to ensure proper signal strength readings are achieved.
- Will assist with AHJ submittal package for permitting.

Design Assumptions:

- Distributed antenna system (DAS) components can be installed in locations as shown on the design plan.
- All AC power (where required) will be provided by the customer.
- RFE Communications and Client will mutually agree to the equipment and components that meet the required design specifications.

Installation:

- RFE Communications trained personnel and/or approved subcontractors shall install the equipment according to site-specific documentation, and 3rd party OEM installation requirements. All equipment installed will be FCC approved and integrated in a manner that will not interfere or disrupt any carrier's cellular network.
- Only RFE personnel wearing RFE attire will be authorized to install DAS components.

Installation Verification:

The site is inspected after installation and an installation verification report/ as built documents will be issued. The report will include:

- Inspection of the installation work
- Review of signal test results
- Quality inspection

Project Management:

- A project manager (PM) will be assigned to oversee equipment integration and logistics management.
- Your PM will commission the distributed antenna system and ensure the project will be completed within mutually agreed upon timelines. Meetings will be hosted as needed to provide status updates on the project progress. Any necessary change orders will be submitted by the PM.

Logistics Management

- All equipment and materials will be shipped/transported to the location where the equipment will be installed. All materials and equipment will comply with the mutually agreed design specifications of the Distributed Integration System. In the event of excess materials, they will be removed from site and disposed of properly.

Commissioning, Integration, and Optimization:

- As part of the commissioning process, all equipment will be powered up, green lit, and optimized. Radio frequency levels of the system will be balanced based on operational requirements of the OEM equipment.
- Upon integration completion your PM will walk the site and analyze performance data via carrier specific handsets/test devices. Test devices and SIM cards used will have been commercially available for at least 12 Months. Your PM will review the data for any required optimization of the network and complete any necessary changes to meet the mutually agreed upon design specifications.

Warranty:

- Manufacturer standard warranty applies to all system components (2 years). Logistical support for all equipment warranties will be provided. Workmanship is warranted to be free from installation related defects for a period of 90 days. Over-the-phone technical support and troubleshooting will be provided when necessary.

Warranty Exclusions:

- System upgrades, technology advancements, issues originating with 3rd party equipment including but not limited to Cellular Carriers, IT Vendors, other communication systems, etc. Damage caused by misuse, neglect, or tampering with RFE Communications installed system. RFE Communications is not responsible for any changes or degradation of system performance caused by mitigating factors beyond our control such as changes in outdoor radio frequency environment including changes, outages, or relocations of carrier MACRO network locations or equipment. Service work after 90 days will not be covered and will be billed on a time and materials basis.

Quote

Equipment	Total Price
All ERRCS Headend Equipment 700-800MHz	\$17,910.00
All Passive Equipment	\$25,080.00
Engineering, Programming, Design, AHJ Submittal, Commissioning, & Testing	\$15,000.00
Labor: Installation Services, Travel, Lift Rental, Mounting Materials	\$12,000.00

Subtotal	\$69,990.00
Total	\$69,990.00

Exclusions

Roof penetration responsibility of client roofing contractor

2" rigid conduit not included in horizontal runs.

Excessive Core drilling

Fire Alarm panel hookup

Sales Tax

Proposal contingent on successful grid test / site survey

Dedicated Power Source 120V 20 Amp

UHF and VHF Frequencies not covered but can be added at additional cost

Date Submitted: 6/11/2024

****Quote valid for 90 days****

Company: _____

Title: _____

Name: _____

Signature: _____

Acceptance Date: _____

RFE Communications _____

Payment Timeline:

50% Deposit to Start the Project

50% Project Completion

Applicable Fees:

A 10% late fee of remaining unpaid balance will be charged on the 10th calendar day overdue. An additional 5% per day will accrue until remaining unpaid balance is paid in full. All deposits are non refundable.

Contact info

Office Number – 817-528-3818

Armand Ely – President

armand@rfecommunications.com

Randy Lentz – Project Estimator

randy@rfecommunications.com

Daemon Roundtree – Senior Project Manager

daemon@rfecommunications.com

Patrick Fitzpatrick – Project Coordinator

patrick@rfecommunications.com

Arthur Seeberger - Business Development Executive

art@rfecommunications.com

BUSINESS PROPOSAL

Wimberley ISD
Project: Wimberley High School
100 Carney Lane
Wimberley, TX 78676

“Don’t Let Poor Signal Hold Back Your Business”



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Quote

Equipment	Total Price
All ERRCS Headend Equipment 700-800MHz	\$17,272.00
All Passive Equipment	\$41,362.00
Engineering, Programming, Design, AHJ Submittal, Commissioning, & Testing	\$18,000.00
Labor: Installation Services, Travel, Lift Rental, Mounting Materials	\$22,000.00

Subtotal	\$99,272.00
Total	\$99,272.00

Exclusions

Roof penetration responsibility of client roofing contractor

2" rigid conduit not included in horizontal runs.

Excessive Core drilling

Fire Alarm panel hookup

Sales Tax

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