



MEETING NOTICE

Tuesday, August 25, 2026

LOCATION: COUNCIL CHAMBER
TOWN OF WESTLAKE TOWN HALL
1500 SOLANA BLVD., SUITE 7100
BUILDING 7, WESTLAKE, TX 76262

WESTLAKE ACADEMY BOARD OF TRUSTEES REGULAR MEETING

5 PM

REGULAR MEETING AGENDA

Board of Trustees meetings are available for viewing online via live-stream or on-demand at <https://www.westlake-tx.org/787/Watch-Meetings-Live>. In an effort to improve meeting efficiency, any residents wishing to speak must submit a speaker request form to the Board Secretary prior to the start of the meeting.

Pursuant to Texas Government Code Section 551.127, one or more members of the Board of Trustees may participate in this meeting by video-conference call. A quorum of the Board of Trustees and the presiding officer will be present at the physical location of the meeting.

NOTE: As authorized by Section 551.071 of the Texas Government Code, the Board of Trustees may enter into closed Executive Session for the purpose of seeking confidential legal advice from the School Attorney on any agenda item listed herein.

A. CALL REGULAR WESTLAKE ACADEMY BOARD OF TRUSTEES MEETING TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. INVOCATION AND PLEDGES OF ALLEGIANCE

C. ITEMS OF COMMUNITY INTEREST

Board Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the Board may report on the following items: (1) expression of thanks, congratulations, or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Board events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

D. PROCLAMATION, PRESENTATIONS AND RECOGNITIONS

D.1. Recognition of Retiring Primary Years Programme Principal Mrs. Beth Hughes

E. PARENT/PUBLIC COMMENTS

This is an opportunity for parents/public to address the Board of Trustees on any matter, whether or not it is posted on the agenda. Anyone wishing to speak on action items must submit a speaker request form to the Town Secretary prior to the start of the meeting. Individual comments are normally limited to three (3) minutes. The presiding officer may

ask the speaker to hold their comment on an agenda item if the item is posted as a Public Hearing. The Board of Trustees cannot by law take action nor have any discussion or deliberations on any presentation made at this time concerning an item not listed on the agenda. The Board of Trustees will receive the information, ask staff to review the matter, or an item may be noticed on a future agenda for deliberation or action.

F. REPORTS AND UPDATES

- F.1. Receive 2026-2027 Blacksmith Fund Campaign Report from Westlake Academy Foundation (WAF) from Dr. Shelly Myers, Executive Director WAF

G. REGULAR AGENDA ITEMS

- G.1. Discuss, consider and act regarding the Westlake Academy Gift Acceptance Policy.
- G.2. Discuss, consider and act to update the Westlake Academy Admissions Policy.
- G.3. Discuss, consider and act regarding Westlake Academy Campus Access Policy.
- G.4. Discuss, consider and act regarding Westlake Academy facilities issues related to safety including dead tree removal, reconstruction of unsafe exterior stairs and sidewalks, and HVAC replacement.
- G.5. Discuss, consider and act regarding responses received to Request for Proposals to Provide Banking Services to Westlake Academy.
- G.6. Discuss, consider and act regarding the Westlake Academy policy to prohibit diversity, equity, and inclusion activities as required by Texas Education Code 11.005.
- G.7. Approve Annual Certification of Compliance with Texas Education Code §39.008

H. EXECUTIVE SESSION

The Town Council/Board of Trustees will conduct a closed session pursuant to Section 551.071 (2) of the Texas Government Code, for the purpose of seeking confidential legal advice from the Town Attorney/Westlake Academy Attorney for the following:

- H.1. Section 551.071: Consultation with Academy Attorney to receive legal advice regarding a Memorandum of Understanding between Westlake Academy and the Westlake Academy Foundation.
- H.2. Section 551.074(1): Deliberation regarding Personnel Matters - to deliberate the appointment, employment, evaluation, reassignment, duties, of a public officer or employee: Annual Performance Evaluation: Head of School.

I. TAKE ANY ACTION, IF NEEDED, FROM EXECUTIVE SESSION ITEMS

J. FUTURE AGENDA ITEMS

K. STAFF RECAP OF BOARD DIRECTIONS RECEIVED

L. ADJOURNMENT

I certify that the above notice was posted on the bulletin board at Town of Westlake, Town Hall, located at 1500 Solana Blvd., Building 7, Suite 7100, Westlake, TX 76262, and at the Westlake Academy Administration Building located at 2600 JT Ottinger Road, Westlake, TX 76262 in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

Dianna Buchanan

Dianna Buchanan, CMC, Board Secretary

 **Disabilities Notice:** *If you plan to attend the meeting and have a disability that requires special needs, please contact the Town Secretary's Office 48 hours in advance by calling phone number 817-490-5711 and reasonable accommodation will be made to assist you.*



Town Council/Board of Trustees AGENDA ITEM REPORT

DATE: August 25, 2026 **AGENDA ITEM NO:** G.1.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act regarding the Westlake Academy Gift Acceptance Policy.

ATTACHMENTS:

1. WA - Gift Acceptance Policy

SUMMARY :

Staff recommends adoption of a new Gift Acceptance Policy to establish clear and consistent procedures for the solicitation, review, and acceptance of donations and other gifts offered to Westlake Academy. The policy provides appropriate oversight while supporting the generosity of individuals and organizations seeking to contribute to Academy programs, facilities, and initiatives.

BACKGROUND AND DISCUSSION:

Westlake Academy benefits from the generosity and support of parents, community members, businesses, and other donors. The proposed Gift Acceptance Policy establishes a formal framework to ensure that gifts accepted on behalf of the Academy are consistent with the Academy's mission, priorities, and legal obligations and do not create inappropriate restrictions, financial obligations, or donor influence.

The policy establishes defined levels of approval authority. The Head of School may accept unrestricted gifts valued up to \$10,000 and restricted gifts valued up to \$3,000, while gifts exceeding those thresholds require approval by the Board of Trustees.

Prior to acceptance, consideration must be given to factors including alignment with Academy goals, restrictions on Academy operations, future or ongoing costs, additional staffing or resource requirements, potential endorsement of a business or product, and the potential for inequitable distribution of resources among Academy programs.

The policy also establishes responsibilities related to donor acknowledgments and confidentiality and clarifies that the Academy does not provide donors with legal, tax, or financial advice regarding their contributions.

Finally, the policy provides oversight of fundraising conducted by Academy employees. Donations solicited on behalf of the Academy or through the use of Academy resources become the property of

the Academy, and employees must receive prior approval from the Head of School or the Head of School's designee before soliciting donations for Academy-related purposes.

FISCAL IMPACT:

There is no anticipated fiscal impact.

LEGAL REVIEW:

Yes.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Gift Acceptance Policy as presented to provide appropriate governance and oversight of gifts and donations while supporting community investment in Westlake Academy and its students.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

Policy No. ____:

Date Board Adopted:

Date Board Amended:

Effective Date:

Policy Category: _____

Policy Name: **Gift Acceptance Policy**

Policy Goal: Communication and transparency of procedures and criteria for the consideration of donations or other gifts offered to Westlake Academy.

Policy Description:

The purpose of this Policy is to govern the acceptance of gifts by Westlake Academy and to provide guidance to the Board of Trustees of Westlake Academy (the “Board”), the Head of School, and prospective donors. The provisions of this Policy shall apply to all gifts received by Westlake Academy for any facility, educational or extracurricular program, class, grade, or project.

Authority to Accept

Westlake Academy will accept unrestricted gifts, and gifts for specific purposes, provided that such gifts are consistent with the Academy’s mission, purposes, and priorities and subject to consideration of the criteria identified herein. Westlake Academy will not accept gifts that result in an improper economic benefit to the donor or vest the donor with inappropriate control or influence.

Subject to the terms of this Policy, the Head of School shall have discretion and authority to accept (1) unrestricted gifts of a value up to \$10,000 and (2) restricted gifts of a value up to \$3,00 subject to consideration of the acceptance criteria identified in this Policy. All other gifts must be accepted by the Board.

Considerations for Acceptance

The Academy will not accept any gift that would violate or conflict with policies or actions by the Board or with federal or state law. Before accepting a gift, the Head of School or Board, as applicable, shall consider the following:

- Whether the intended use is consistent with the Academy’s philosophy and goals;
- Whether the gift will result in inappropriate or infeasible restrictions on the Academy’s operations;
- Whether the gift results in future or ongoing costs to the Academy that are not

- funded by the gift;
- Whether acceptance of the gift requires additional staff or other resources not funded by the gift;
- Whether acceptance of the gift results in the intentional or implied endorsement of a specific business or product; and
- Whether acceptance will result in inequitable funding, equipment, or resources among school programs.

Academy Responsibilities Upon Acceptance of Gifts

The Academy shall provide written acknowledgement of gifts made to Westlake Academy as necessary for compliance with the current IRS requirements. The Head of School shall be responsible for ensuring compliance with IRS requirements regarding acknowledgments.

Westlake Academy agrees to keep information concerning donors or potential donors confidential and shall not release information about donors or the gift without donor consent except to the extent required by public information laws or other applicable law or court order.

Donor Responsibilities

All prospective donors are urged and encouraged to seek and secure the assistance of independent legal, tax and financial advisors in matters relating to their gifts and the resulting tax and estate planning implications. Westlake Academy shall not pay or be responsible for any legal fees or professional fees of the donor in connection with a gift to the Academy. Westlake Academy shall not provide any opinion, statement or recommendation to the donor as to the tax deductibility of the gift or as to any tax consequences or tax implications of the gift that may affect the donor.

Solicitations by Academy Employees

All donations solicited on behalf of the Academy, including solicitations in the name of the Academy or using Academy resources, become the sole property of the Academy. Any employee soliciting donations of money or other items for use in the employee's assigned duties or other Academy business must obtain prior approval from the Head of School or the Head of School's designee.



Town Council/Board of Trustees AGENDA ITEM REPORT

DATE: August 25, 2026 **AGENDA ITEM NO:** G.2.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act to update the Westlake Academy Admissions Policy.

ATTACHMENTS:

1. Admissions Policy No 1.02 Update Red Line Copy 8-13-26

SUMMARY :

The amendment provides clarity and consistency in the administration of the employee exemption by establishing it as an admission and continuous enrollment benefit rather than a permanent right to return after withdrawal. It also preserves access to the regular Secondary Boundary lottery process for otherwise eligible students.

BACKGROUND AND DISCUSSION:

Westlake Academy Admissions Policy No.1.02 provides a lottery exemption for the children of full-time Westlake Academy and Town of Westlake employees.

The proposed amendment clarifies that a student admitted through the employee lottery exemption must remain continuously enrolled at Westlake Academy to retain that exemption. If a family voluntarily withdraws the student, the student may not later use the employee exemption to regain admission, even if the parent remains an eligible full-time employee.

This change does not prevent the student from applying through another admission pathway for which the student is eligible. A student residing within the Secondary Boundary may continue to apply through the Secondary Boundary lottery process.

The amendment provides clarity and consistency in the administration of the employee exemption by establishing it as an admission and continuous enrollment benefit rather than a permanent right to return after withdrawal. It also preserves access to the regular Secondary Boundary lottery process for otherwise eligible students.

FISCAL IMPACT:

No direct fiscal impact is anticipated.

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends approval of the amendment to the Admissions Policy.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

Policy No. 1.02:

Date Board Adopted: May 4, 2009

Date Board Amended: ~~February 17, 2026~~

Effective Date: ~~February 17, 2026~~

Policy Category: Admissions

Policy Name: Westlake Academy Admissions Policy

Policy Goal: Communication/Transparency of student and parent requirements for admission into Westlake Academy; Engagement of stakeholders and fiscal stewardship.

Policy Description:

Applications for enrollment for the following academic year are accepted from prospective students from December 1 through January 31 of each school year. After January 31, applications for enrollment will be considered only for students that reside in the Primary Boundary or students applying for enrollment in grades 9-11 that live in a Secondary Boundary. Applications received after January 31 will be considered for enrollment after the completion of the lottery process based on the applicant's status as a Primary or Secondary boundary applicant and will be placed on the appropriate wait list for the applicable grade based on the date of the application.

Re-enrollment for Current Students

Currently enrolled students, who continue to reside within an approved geographical boundary and submit timely registration forms by May 31, are automatically enrolled for the next school year, subject to the following conditions:

1. Beginning with the 2025-2026 school year, a student who was admitted as a Primary Boundary resident, but who no longer resides within the Primary Boundary, may enroll in the Academy the following school year only if the student has attended Westlake Academy for five (5) consecutive years as a Primary Boundary resident and the student's current residence is within the Secondary Boundary;
2. A currently enrolled student who obtained admission as the child of a full-time [Westlake Academy](#) or Town of Westlake employee retains the right to re-enrollment only if the student's parent continues to be employed by [Westlake Academy](#) or the Town of Westlake on a full-time basis [and the student remains continuously enrolled following the student's initial enrollment under the lottery exemption](#);
3. Neither of these conditions on continued enrollment prevent a student from applying for admission as a Secondary Boundary resident.

The number of vacancies in each grade level is then determined.

Primary Boundary Student Applicants

Primary Boundary applicants are defined as students who reside within the boundaries of the Town of Westlake as described in Board Policy No. 1.01. Primary Boundary applicants receive priority consideration for enrollment at Westlake Academy. If the number of eligible Primary Boundary applicants does not exceed the number of vacancies, then all eligible applicants who timely applied will be offered admission. If there are more Primary Boundary applicants than spaces available, a lottery will be held for all Primary Boundary applicants to establish the order that enrollment will be offered.

Secondary Boundary Student Applicants

Secondary Boundary applicants, also identified as transfer students, are defined as students who reside within the geographical boundaries of one of the approved school districts identified in Westlake Academy's charter. After all Primary Boundary applicants have been considered, Secondary Boundary applicants will be considered for enrollment.

If the number of eligible Secondary Boundary applicants exceeds the number of vacancies, a lottery will be held for all Secondary Boundary applicants to establish the order that enrollment will be offered.

McKinney-Vento Homeless Assistance Act

In addition to the admission eligibility identified above, Westlake Academy shall comply with the provisions of the McKinney-Vento Homeless Assistance Act to admit a child who is homeless to the extent required by law. In compliance with the Act, the following definition shall apply:

“Homeless children” under the McKinney-Vento Homeless Assistance Act, means children or youths who lack a fixed, regular, and adequate nighttime residence; and includes:

- (1) Children who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- (2) Children who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- (3) Children who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- (4) Migratory children living in circumstances described above. “Migratory child” means a child who made a qualifying move in the preceding 36 months:
 - (1) As a migratory agricultural worker or a migratory fisher; or
 - (2) With, or to join, a parent or spouse who is a migratory agricultural worker or a migratory fisher.

20 U.S.C. § 6399; 42 U.S.C. § 11434a(2).

Military Dependents

A person whose parent or guardian is an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, may establish residency for purposes of eligibility of admission by providing to Westlake Academy a copy of a military order requiring the parent's or guardian's transfer to a military installation in or adjacent to the Academy's enrollment boundaries.

Education Code 25.001 (c-1).

A person who establishes residency under Education Code 25.001(c-1) shall provide Westlake Academy proof of residence within the Academy's enrollment boundaries not later than the 90th day after the arrival date specified in the military order. For purposes of this provision, "residence" includes residence in a military temporary lodging facility.

Education Code 25.001(c-2).

Exemptions from the Lottery

The following categories of applicants are exempt from the lottery process and are given priority in admission in the order identified below:

- ~~1. Children of the Founders of Westlake Academy (as long as the total number of students admitted under this exception constitutes only a small percentage of the total school enrollment);~~
- ~~2.1. Children of Town of Westlake full-time employees~~The natural or adopted child of a full-time Westlake Academy or full-time Town of Westlake employee (as long as the total number of students admitted under this exception constitutes only a small percentage of the total school enrollment); and
- ~~3.2. Siblings of admitted and returning students.~~

Applicants participating in a lottery that are not offered enrollment prior to the beginning of the school year are placed on a waitlist by grade level according to the lottery results.

Enrollment Process

Upon receiving an offer of enrollment, a student must provide records consistent with the Academy's enrollment procedures demonstrating the student has met the standards for entry into the grade for which the student applied. Should there be a discrepancy in the application grade level of the student and his/her educational records or performance level, the student's enrollment may be revoked.

Westlake Academy Charter School does not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability or the district the child would otherwise attend.

Westlake Academy will not enroll a student with a documented history of a criminal offense, juvenile court adjudication, or discipline problems under Texas Education Code Chapter 37, Subchapter A. If an applicant misrepresents or fails to disclose information about the student's discipline history during the enrollment process, the Academy reserves the right to revoke the student's offer of enrollment or unenroll the student from the Academy.

Food Allergy Information

Upon enrollment at Westlake Academy, a child's parent or legal guardian will be asked to provide information regarding whether the child has a food allergy or a severe food allergy that, in the judgment of the parent or legal guardian, should be disclosed to Westlake Academy to enable the Academy to take any necessary precautions regarding the child's safety; and specify the food to which the child is allergic and the nature of the allergic reaction. "Severe food allergy" means a dangerous or life-threatening reaction of the human body to a food-borne allergen introduced by inhalation, ingestion, or skin contact that requires immediate medical attention.

The Academy shall maintain the confidentiality of the provided information, and may disclose the information to teachers, school counselors, school nurses, and other appropriate school personnel only to the extent consistent permissible under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232g.

Dates

Amended Resolution Number:

08/03/09

01/10/11

08/15/11

09/12/11

08/13/12

06/03/13

06/02/14

02/05/24 WA Resolution 24-06

12/09/24 WA Resolution 24-42

05/20/25 WA Resolution 25-12

12/16/25 WA Resolution 25-30

02/16/26 WA Resolution 26-06



Town Council/Board of Trustees AGENDA ITEM REPORT

DATE: August 25, 2026 **AGENDA ITEM NO:** G.3.
FROM: Kelly Ritchie, Head of School, Town Secretary's Office
SUBJECT: Discuss, consider and act regarding Westlake Academy Campus Access Policy.

ATTACHMENTS:

1. WA - Campus Access Policy

SUMMARY :

Staff recommends adoption of a new Parent/Visitor Access to Campus Policy establishing clear and consistent procedures for parents and other visitors accessing Westlake Academy facilities. The policy is intended to support a welcoming and engaged school community while maintaining campus safety, minimizing disruption to the instructional environment, and ensuring appropriate accountability for individuals entering Academy facilities.

BACKGROUND AND DISCUSSION:

Westlake Academy recognizes parents as important partners in the educational experience and values their participation in school activities. At the same time, the Academy has a responsibility to maintain a safe, secure, and orderly environment for students and staff. The proposed policy formalizes campus access expectations and provides greater clarity regarding visitor procedures during the instructional day.

Under the policy, visitors must report to the appropriate front office, present valid government-issued photo identification, receive approval before proceeding beyond the front office, and wear a visitor badge while on campus. Exceptions may be established for specific school or parent events and communicated in advance.

The policy also authorizes the Academy to establish reasonable limitations on the duration, frequency, or location of campus visits when necessary to protect campus safety, security, and orderly operations. Visitors are expected to conduct themselves in a manner appropriate for a school environment and may be denied entry or removed from campus under circumstances outlined in the policy.

The policy further establishes documentation and appeal procedures when an individual is refused entry or removed from campus and preserves required access for parents or guardians participating in IDEA or Section 504 meetings.

FISCAL IMPACT:

No anticipated impact.

LEGAL REVIEW:

Yes.

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Campus Access Policy as presented to establish consistent expectations for campus access while supporting parent engagement and protecting the safety and integrity of the instructional environment.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

Policy No. _____:

Date Board Adopted:

Date Board Amended:

Effective Date:

Policy Category: _____

Policy Name: Parent/Visitor Access to Campus

Policy Goal: Communication and transparency of procedures for parents and other visitors to access Academy facilities.

Policy Description:

Westlake Academy recognizes the important role parents play as key stakeholders of the Academy and encourages parent participation in Academy activities developed to foster parent involvement. To ensure the effective and efficient operation of the Academy during the instructional day, parents and other visitors are expected to comply with the following procedures.

Obtaining Access to Campus

Upon arrival, all visitors to campus must obtain approval from the front office of either the Primary Building or the Secondary Building before entering any school building beyond the front office. All visitors will be required to present a valid state or government issued photo identification card. Westlake Academy may refuse entry of a person who refuses or fails to provide requested identification. If entry is approved, a visitor's badge will be issued to the visitor and must be worn conspicuously during the visit. When the visitor leaves the building, the badge should be returned to the front desk so that the departure can be documented.

Any exceptions to the above-described procedures, such as specific student/parent events held on campus, will be clearly communicated to parents in advance of the event with alternative instructions for accessing campus facilities.

For the purpose of the procedures and restrictions identified in this policy, visitor is defined to include any individual requesting to enter the Academy's premises unless the individual is (1) currently employed by the Academy, (2) currently a member of the Westlake Academy Board of Trustees and performing an activity as directed by the Board of Trustees, (3) enrolled as a current student of Westlake Academy, or (4) contracted to perform services for Westlake Academy and has received prior authority to enter Westlake Academy premises.

Westlake Academy reserves the right to adopt additional limitations on the duration or

frequency of campus visits. Additionally, Westlake Academy reserves the right to deny access to classrooms or other locations on the Academy's premises at its sole discretion and for any lawful reason deemed necessary to maintain the safety, security, and orderly operation of the campus, scholars, and staff.

Restrictions to Campus Access

All visitors are expected to refrain from any activity or conduct that infringes upon the rights of others or is disruptive to the educational environment.

A Westlake Academy administrator or school resource officer may refuse entry or may eject a person from Westlake Academy's premises if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and:
 - a. The administrator or resource officer issues a verbal warning to the person that the person's behavior is inappropriate and may result in the person's refusal of entry or ejection; and
 - b. The person persists in that behavior.

The verbal warning and person's persistence in the behavior described above is not required prior to ejection from the extracurricular athletic activity or competition by a person serving as a referee, judge, or other official of an extracurricular athletic activity or competition sponsored or sanctioned by the Academy.

The Academy shall maintain a record of each verbal warning issued, including the name of the person to whom the warning was issued and the date of issuance.

Under Texas Penal Code § 30.05, a person commits criminal trespass if they enter or remain on property without effective consent and had notice that entry was forbidden or received notice to leave but failed to do so.

At the time a person is refused entry to or ejected from Academy property, the Academy shall provide to the person written information explaining the appeal process. Unless an alternative process is identified, any appeal shall be considered under the procedures identified in Board Policy 3.05 for parent/student complaints.

If a parent or guardian of a Westlake Academy student is refused entry to the Academy, the Academy shall accommodate the parent or guardian in accordance with federal law to ensure that the parent or guardian may participate in a meeting of the student's admission, review, and dismissal committee under the Individuals with Disabilities Education Act or in the student's team established under Section 504 of the Rehabilitation Act of 1973.



Town Council/Board of Trustees AGENDA ITEM REPORT

DATE: August 25, 2026 **AGENDA ITEM NO:** G.4.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act regarding Westlake Academy facilities issues related to safety including dead tree removal, reconstruction of unsafe exterior stairs and sidewalks, and HVAC replacement.

ATTACHMENTS:

1. Westlake Academy CIP Requests

SUMMARY :

Westlake Academy has identified several facility conditions requiring capital repair, replacement, or remediation and is asking the Board of Trustees to authorize the Head of School or a designee to engage with contracted services to make the necessary repairs. Staff is asking for the Board to authorize CIP funds for these needed projects, with the Board acting as representatives of the citizens of Westlake who hold the Westlake Academy charter. These items are safety-related and include soil and foundation stabilization, deteriorated exterior walkways, removal of a hazardous dead tree, and significant HVAC repairs and equipment replacement.

The requests outlined below represent currently identified needs and available estimates. The total amount requested remains pending, as once the soil is stabilized, there are outdoor stairways that will need to be reconstructed.

BACKGROUND AND DISCUSSION:

Current Facility Requests

1. Soil Stabilization – Staircases

Estimated Cost: \$27,456

Soil stabilization has been recommended at four exterior staircase locations due to soil movement and related concerns. The proposed work includes approximately 2,288 square feet of stabilization treatment, with injections extending to a depth of approximately 10 feet or until impenetrable material is reached.

The current proposal for stabilization of the four staircase areas is \$27,456.

An additional option to stabilize the perimeter of both modular buildings has been quoted at \$19,680 and may be necessary depending upon further evaluation of site conditions.

2. Fountain Area Walkway / Sunken Pavers

Estimated Cost: \$13,440

The walkway near the fountain has experienced significant settling, resulting in sunken pavers and an uneven walking surface. The proposed repair covers approximately 60 feet by 4 feet and includes materials and labor to repair the affected area.

The current estimate is \$13,440.

3. Dead Tree Removal – Main Building (This work had to be completed prior to school starting.)

Cost: \$2,600

A large dead tree located near the Main Building required removal because of its condition and potential safety risk. The work included removal and disposal of the tree.

The total cost was \$2,600.

4. Gym HVAC Replacement – Three Split Systems

Estimated Cost: \$154,971

Three existing split HVAC systems serving the gym building have been identified for replacement. The proposed project includes removal of the existing systems and installation of two 15-ton units and one 7.5-ton unit, along with associated air handlers, ductwork modifications, refrigerant connections, controls, crane service, equipment lifting, startup, testing, and commissioning.

The current project price for replacement of the three systems is \$154,971.

5. Carrier Rooftop HVAC Unit Repair (This work had to be completed the first week of school.)

Estimated Cost: \$11,257.19

A separate Carrier rooftop HVAC unit requires repair due to faulty tandem compressors on Circuit #1 and a restrictive TXV on Circuit #2. The work included compressor and TXV replacement, refrigerant recovery and replacement, new liquid-line driers, system evacuation, testing, and restoration of the unit to operation.

The project cost was \$11,257.19.

Identified Needs

	Current Estimate
Staircase Soil Stabilization	\$27,456.00
Fountain Walkway / Paver Repair	\$13,440.00
Dead Tree Removal & Stump Grinding	\$2,600.00
Gym HVAC – Three Split Systems	\$154,971.00
Carrier RTU Repair	\$11,257.19

Currently Identified Base Total	\$209,724.19
Potential Modular Building Soil Stabilization	+\$19,680.00
Potential Total with Modular Stabilization	\$229,404.19

The final requested CIP amount will be dependent on the work that will need to be done to fully repair the stairways. The figures above represent the repairs and conditions identified to date; however, the full extent of the damage is not yet known. Additional costs may result from further engineering evaluation, testing, concealed or underlying conditions discovered during construction, additional stabilization requirements, or related repairs necessary to fully address the affected areas.

Accordingly, staff will continue to evaluate the conditions, obtain additional proposals as necessary, and return with an updated total project amount once the complete scope of the required repairs is known.

FISCAL IMPACT:

LEGAL REVIEW:

N/A.

RECOMMENDATION:

Staff recommends prioritizing these repairs due to their potential impact on student and staff safety, accessibility, building operations, HVAC reliability, and the prevention of further deterioration of Academy facilities. Where appropriate, staff also recommends addressing the underlying causes of the identified conditions rather than completing temporary or cosmetic repairs that may require additional expenditures in the future.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table



251 Lone Elm Rd.
Waxahachie, TX 75167
Office: 972-923-9698
Fax: 972-923-9699
chris@earthlok.com

Quote/Letter Of Acceptance

Date: 8/17/2026

To: Westlake Academy – Rosie Miller
2600 J.T. Ottinger Rd
Westlake, Texas 76262
817.490.5856
rmiller@westlakeacademy.org

New Earthlok, LLC (“Earthlok”) is pleased to present this bid to **Westlake Academy** for the injection of Earthlok Stabilizer for the **Westlake Academy** located at **2600 J.T. Ottinger Rd, Westlake, TX**. Contractor/Customer has requested the following goods and services for the Project:

SCOPE OF WORK:

Hand Injection: (Staircase “A”)*Closest to Modular Building 900

Injection of Earthlok Soil Stabilizer for approximately **448SF**. Injections will be done to a depth of **10’ or until impenetrable material** is reached. Injections will be done on **approximately a 3-foot by 3-foot** centers.

Hand Injection: (Staircase “B”)* Smaller Staircase to Soccer Field

Injection of Earthlok Soil Stabilizer for approximately **160SF**. Injections will be done to a depth of **10’ or until impenetrable material** is reached. Injections will be done on **approximately a 3-foot by 3-foot** centers.

Hand Injection: (Staircase “C”)* Gym Building Stairs

Injection of Earthlok Soil Stabilizer for approximately **880SF**. Injections will be done to a depth of **10’ or until impenetrable material** is reached. Injections will be done on **approximately a 3-foot by 3-foot** centers.

Hand Injection: (Staircase “D”)*Long Stairway with Wooden Boards

Injection of Earthlok Soil Stabilizer for approximately **800SF**. Injections will be done to a depth of **10’ or until impenetrable material** is reached. Injections will be done on **approximately a 3-foot by 3-foot** centers.

General Contractor/Homeowner is to supply New Earthlok, LLC with a water source (water spigot) and pay for all water usage.

When testing Contractor/Customer is responsible to obtain all post injection testing at Contractor/Customer's sole expense. Contractor/Customer agrees to provide and copy all test results to Earthlok via email on all post-injection soil testing reports within **90 days** of injection.

Contractor/Customer agrees that Earthlok shall not be responsible for erosion control or water runoff. Contractor/Customer shall ensure that all erosion control materials are in place prior to the injection of Earthlok Stabilizer. If erosion control measures fail it is at the Contractor/Customer's expense for any damages or cleanup.

- *Any underground pipes/utilities need to be marked by others prior to injection and Earthlok is not held liable for improperly marked pipes/utilities*
- *Area to be injected is to be marked by others and Earthlok is not held liable for any improperly marked pads to be injected*

Inject 4 Staircases: 10-foot injection depth of Earthlok Stabilizer:

2,288 ft. each @ \$12.00 per SF \$27,456.00

Quoted Staircase Price:	\$27,456.00
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***ADD Perimeter Both Modular Buildings: 10-foot injection depth of Earthlok Stabilizer:**

656 LF @ \$30.00 per LF \$19,680.00

**Due to the uncontrollable time frame of geotechnical engineers, payment is due upon completion of initial injection even if Contractor/Customer is still awaiting testing results.*

**In the event re-injection is required to meet post-injection testing requirements, there shall be no additional cost to Contractor/Customer for re-injections.*

***Earthlok shall not be responsible for the cost of any additional testing that may be required.*

***Square footage stated in this Quote/Letter of Acceptance was provided by the Contractor/Customer. In situations where New Earthlok provides take off Contractor/Customer is responsible for verifying square footage. If actual square footage is determined to be greater than that provided, the Contractor/Customer agrees to pay an additional charge based on the actual square footage at the quoted rate per square foot.*

***If Customer proceeds with any pad construction activities, including but not limited to the installation of forms, boards, plumbing, electrical systems, trenching, excavation, or any other improvements that, in Contractor's sole discretion, restrict, impede, or prevent access to the pad for additional treatment prior to the receipt and evaluation of testing results, Contractor shall have no obligation to perform any further re-injection, retreatment, corrective work, or additional services related to the pad.*

DEFINITIONS:

Impenetrable material- impossible to pass through or enter.

PRICE & PAYMENT: Contractor/Customer agrees to pay New Earthlok LLC (“Earthlok”) the amounts quoted by this Quote/Letter of Acceptance at the rate per square foot of injection area stated above for the entire area treated with injection of Earthlok Stabilizer plus all applicable freight cost actually incurred by Earthlok. In the event this contract is cancelled by Contractor/Customer prior to the injection of Earthlok Stabilizer, the Contractor/Customer agrees to pay a fifteen percent (15%) restocking fee on the Quoted Price above. Payment shall be due and payable immediately upon Contractor/Customer’s receipt of each Earthlok invoice at the address or email above. If Contractor/Customer fails to pay any amount due within thirty (30) days of the invoice date, Earthlok may withhold further performance of the requested services under this Contract until payment is received, may charge interest on such unpaid amounts, and/or may perfect its interest in the materials and services supplied to the Project by filing the appropriate liens. Interest shall accrue at the lesser of 18% per annum (1.5% per month) or the maximum amount allowed by law on any unpaid invoice from the date such invoice becomes due. Earthlok may use the services of a collection service and/or attorney to collect amounts overdue. In such event, Contractor/Customer agrees that it will be liable for all fees incurred by Earthlok, including collection service fees and/or attorney’s fees, expenses, and litigation costs arising out of the collection efforts and/or litigation.

TIME: Should production be halted or delayed at Contractor/Customer’s request or negligence, or at the request or direction of any municipalities or utility companies, Earthlok will be entitled to reasonable and equitable adjustment of time and sum of contract. Earthlok will employ reasonable efforts to complete Contractor/Customer’s order promptly upon acceptance of this letter and as permitted by Earthlok’s schedule and availability. In the event Earthlok is delayed in delivering the requested goods and services and such delay is caused by a Force Majeure Event beyond Earthlok’s reasonable control, including but not limited to strikes, slow downs, lockouts, actions by governmental authorities, interruptions of or delay in transportation, material shortages, fire, flood, acts of God, accidents or emergencies, such delay shall be excused.

CONTRACTOR/CUSTOMER INDEMNITY: Contractor/Customer agrees to indemnify and hold harmless New Earthlok, LLC, including its members, managers, officers, employees, agents, and subcontractors, (the “Earthlok Indemnified Parties”) against liabilities, costs, claims, mechanic and materialman’s liens, demands, proceedings, charges, actions, suits or expenses arising as a result of any acts, omissions, or negligence on the part of Contractor/Customer or any of its members, managers, officers, employees, agents, subcontractors, or persons under Contractor/Customer’s supervision, direction, or control. The indemnities provided by Contractor/Customer hereunder shall cover all reasonable costs and expenses payable or incurred by the Earthlok Indemnified Parties in connection with any claims described, including, but not limited to attorney fees and cost of suit.

EARTHLOK INDEMNITY: Earthlok agrees to indemnify and hold harmless Contractor/Customer, including its members, managers, officers, employees, agents, and subcontractors, (the “Contractor/Customer Indemnified Parties”) against liabilities, costs, claims, mechanic and materialman’s liens, demands, proceedings, charges, actions, suits or expenses arising as a result of any acts, omissions, or negligence on the part of Earthlok or any of its members, managers, officers, employees, agents, subcontractors, or persons under Earthlok’s supervision, direction, or control, except for the exclusions stated under this agreement. Earthlok excludes and shall not be responsible to indemnify, defend, or hold harmless for any claim for damage caused by or arising out of erosion of soil, water runoff, overspray of Earthlok Stabilizer, damage to existing utilities and plumbing, or damage to trees, landscaping, and vegetation. Contractor/Customer acknowledges and agrees that Earthlok shall not be responsible to indemnify, defend, or hold harmless against any claim for damage or loss arising under the exclusions of this agreement. The indemnities provided by Earthlok hereunder shall cover all reasonable costs and expenses payable or incurred by the Contractor/Customer Indemnified Parties in connection with any claims described, including, but not limited to attorney fees and cost of suit.

TESTING & ACCEPTANCE: A minimum waiting period of 72 hours is required before sampling or testing is performed. Soil stabilization is normally achieved in two passes of injection however depending on the soil moisture content additional passes may be required. In the event re-injection is required to meet post-injection testing requirements, Earthlok shall perform such re-injection at no additional cost to Contractor/Customer. Earthlok shall not be responsible for the cost of any post-injection testing, which Contractor/Customer agrees to pay. Soil samples shall be undisturbed tube samples and shall be extruded from the sampling tube, wrapped in plastic, sealed in plastic bags and maintained at room temperature and undisturbed until testing. ASTM 4546 Method B with overburden surcharge must be utilized for testing of chemically treated soil. The average swell of 3 samples from each boring shall not exceed 1.0 percent and no swell shall exceed 2.0 percent based on one dimensional laboratory swell tests as conducted by the owner's geotechnical engineer. Final acceptance shall be based on an evaluation of the test data by the geotechnical engineer. Contractor/Customer agrees to provide and copy all test results to Earthlok via email on all post-injection soil testing reports within **90 days** of injection.

EXISTING UTILITIES & PLUMBING: Utilities and plumbing should be clearly marked before the injection process starts. Earthlok will perform injection 3 feet or more away from locations that have been previously marked. While doing our best to avoid damage to existing utilities and plumbing, Earthlok will not be held responsible if any damage occurs. Any repair or replacement cost will not be covered by Earthlok.

PAD PREPARATION AND LIMITATION OF LIABILITY: Customer shall strictly follow all recommendations, specifications, and requirements provided by the project geotechnical engineer regarding pad preparation, construction, and related site work. Failure to comply with the geotechnical engineer's recommendations may adversely affect the performance of the treated soils and completed structure. In the event Customer, Customer's contractors, or any third party fails to follow such recommendations, Earthlok shall not be responsible or liable for any resulting movement, structural damage, performance deficiencies, repair costs, or any other damages arising therefrom.

Earthlok further recommends that the treated pad be covered with concrete or protected with polyethylene sheeting ("poly") within one hundred twenty (120) days following completion of the injection process. Failure to cover or protect the treated pad within this time period may expose the treated soils to environmental conditions that could affect performance. Earthlok shall not be responsible for any loss, damage, deterioration, or performance issues resulting from Customer's failure to timely cover or protect the treated pad as recommended.

CONTRACTOR/CUSTOMER REPRESENTATIONS: Contractor/Customer represents and warrants to Earthlok that (a) Contractor/Customer is duly organized, validly existing, and in good standing under the laws of the State of Texas, and has all requisite power and authority to carry on its business as now conducted and to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance by Contractor/Customer of this Agreement is within its power, has been authorized by all necessary corporate action, and managerial approval; (c) this Letter of Acceptance has been duly executed and delivered by a person authorized to do so on Contractor/Customer's behalf; (d) this Agreement constitutes the valid and binding obligation of Contractor/Customer.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the conflict of laws provisions thereof. ANY DISPUTE, CONTROVERSY, CLAIM, OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN DALLAS, TEXAS.

Thank you,

Chris Singleton
New Earthlok, LLC
972-923.9698

By signing below all parties agree to the terms listed:

_____	_____	_____	_____
New Earthlok, LLC	Date	Contractor/Customer	Date

****See Below for Inclusions and Exclusions****

INCLUSIONS:

- Earthlok will provide all labor and equipment to perform the injection process except for equipment provided by Contractor/Customer as stated above.
- Earthlok Soil Stabilizer product.

EXCLUSIONS:

Earthlok will not be responsible to obtain, construct, pay for, or compensate for any damage caused by any of the following:

- Erosion and water runoff. Contractor/Customer to provide adequate drainage and install all necessary check dams and control measures.
- Erosion control or SWPPP plan and inspections. _____ (*Owner Representative Initials*)
- Pre and Post injection laboratory testing (Sub Surface Soil Investigation) are the sole responsibility of Contractor/Customer.
- Construction entrance, lands on which the project will take place, and all necessary rights-of-way for access and use.
- Injection Overspray.
- Damage to trees, landscaping, or vegetation.
- Measurement, Survey, and Staking of area to be injected _____ (*Owner Representative Initials*)
- Portable Toilets.
- Rough and Final grading.
- Compaction-Before and After Injection.
- Any ruts after Injection.
- Shooting elevations on final grade.
- Clean up of any other trades.
- Removal of any material on area to be injected.
- Permits.
- Traffic Control.
- Street Crossings.
- Water Meter.
- Earthquakes.
- Water.
- Settling.
- Warranty

Juan Prado
3400 Ottinger Rd.
Westlake, TX 76262

ESTIMATE# 81026

8.10.2026

BILL TO

Westlake Academy
Rosie Miller

INSTRUCTIONS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Fountain area walkway – repair 60ft x 4ft area sunken pavers – materials and labor	\$56/sq. ft.	\$13,440

SUBTOTAL

SALES TAX

TOTAL DUE: \$13,440

Thank you for your business!



Proposal #19449

Date: 7/29/2026

Customer:

Westlake Academy
2600 JT Ottinger Rd
Westlake, TX 76262

Property:

Westlake Academy
2600 JT Ottinger Rd
Westlake, TX 76262

Tree Removal - Main Building

Tree Removal - Main Building

- Removal of Large Dead Tree at Main Building
- Tree Will Be Cut as Close to Ground as Possible
- Haul off and Disposal of Debris

Stump Grinding

- Grind out Remaining Stump
- Leave Wood Chips in hole to Decompose
- Cleanup of area upon completion

Tree Removal

Tree Removal

Items

Labor - Tree

Quantity

30.00

Unit

HR

Tree Removal: \$2,200.00

Stump Grinding

Stump Grinding-Bandit

Items

Labor - Tree

Quantity

2.50

Unit

HR

Stump Grinding-Bandit: \$400.00

Subtotal	\$2,600.00
Estimated Tax	\$0.00
Total	\$2,600.00

Terms & Conditions

All pruning will be done according to the ANSI A300 Pruning Standards as recommended by the International Society of Arboriculture

Glen Jennings

CTSP ISA Certified Arborist MW 0532A

Commercial Pesticide Applicator License #0592971

By _____

Russell Simpler

Date 7/29/2026

Smith Lawn and Tree

By _____

Date _____

Westlake Academy



Proposal #19449

Date: 7/29/2026

Customer:

Westlake Academy
2600 JT Ottinger Rd
Westlake, TX 76262

Property:

Westlake Academy
2600 JT Ottinger Rd
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Stump Grinding

- Grind out Remaining Stump
- Leave Wood Chips in hole to Decompose
- Cleanup of area upon completion

Tree Removal

Tree Removal

Items	Quantity	Unit	
Labor - Tree	30.00	HR	
Tree Removal:			\$2,200.00

Stump Grinding

Stump Grinding-Bandit

Items	Quantity	Unit	
Labor - Tree	2.50	HR	
Stump Grinding-Bandit:			\$400.00

Subtotal	\$2,600.00
Estimated Tax	\$0.00
Total	\$2,600.00

Terms & Conditions

All pruning will be done according to the ANSI A300 Pruning Standards as recommended by the International Society of Arboriculture

Glen Jennings

CTSP ISA Certified Arborist MW 0532A

Commercial Pesticide Applicator License #0592971

By _____

Russell Simpler

Date 7/29/2026

Smith Lawn and Tree

By _____

Date _____

Westlake Academy

LSI PROPOSAL

PREPARED FOR:	PROPOSAL DATE:	LIMITING DATE:
Rosie Miller	08.11.2026	09.17.2026
PROJECT NAME:	PREPARED BY:	
Westlake Academy 2600 JT Ottinger Rd. Gym Units (3)	Account Executive-HVAC (214) 908.9699	

PROPOSAL

Logical Solutions, Inc. (LSi) Proposes to furnish labor, equipment, and materials to remove and replace (3) split systems serving the gym building. Disconnect and reconnect LSi Controls for the 3 split systems. LSi will dismantle the air handler's unit before starting the project. LSi will also set up the equipment lift in the gym and other ceiling areas and utilize the returns by opening them up to remove and install new air handling units in the attic and ceiling space and any associated ductwork needed. We have included a crane in this project to remove and install the condensing units outside by the garage.

PRICING

The below pricing **excludes** applicable sales tax. Payment terms: Net 30 days; Progress payments

Project	Price
Gym Unit (3 Split Systems)	\$154,971.00 +Tax Exempt
Total Price	\$154,971.00 +Tax Exempt

Thank you for your consideration of Logical Solutions, Inc. for this project. We look forward to working with you and your team. Please feel free to contact me anytime with questions.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above and authorize the team to proceed.

NAME	SIGNATURE	TITLE	DATE

SCOPE OF WORK MECHANICAL

- Arrive on site and check in with proper personal
- Begin staging equipment and tools
- Set-up crane in confirmed location
- Remove the (3) existing CU's next to garage using a crane
- Install (2) 15-tons and (1) 7.5-ton
- Lift the new CUs onto existing pad
- Open up the returns in the gym and remove ductwork as needed to access the air handlers
- Dismantle air handling units in attic and remove through return openings in Gym and other areas
- Set up the equipment lift in the gym and other areas to remove and replace equipment through return openings
- Dismantle and remove the existing AHU's (3)
- Use the equipment lift to install the new AHU's (3)
- Install/modify any ductwork needed for proper operation
- Install condensate drain pan to the AHU's
- Disconnect/reconnect refrigerant lines and confirm proper operation
- Add any extra refrigerant that may be needed after installing new units
- Remove and install disconnects
- Make Drain and mechanical connections
- Install the returns registers back in the gym once equipment is installed
- Disconnect and reconnect LSi controls
- Start-up and test new split systems
- Commission new units and dispose of all trash and debris
- Check back in with customer once complete

ADDITIONAL ITEMS

- Confirm location for crane set-up
- Confirm location for equipment lift
- Provide waste manifest for disposed or recycled refrigerant

Warranty

- **Outdoor units**
 - One (1) Year Warranty Parts and Labor
 - Five (5) Year Warranty on Compressors
- **Indoor Units**
 - One (1) Year Warranty on Parts and Labor
 - Five (5) Year Warranty on Electric Heating Elements

HVAC SCOPE OF WORK EXCLUSIONS

- Plumbing outside of the HVAC system; Fire Sprinklers; Acoustical Engineering and noise reduction provisions; Fire and Life Safety equipment and its components; project bonding; engineered drawings (not required for in-kind unit replacements). Emphasis provided: Contractor shall not exclude all necessary supplies, materials, equipment, appurtenances, and labor required to provide a field repair.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Complete ductwork air balancing
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- All work is to be completed during normal working hours between 7 am and 5 pm

TERMS AND CONDITIONS OF SALE

1. **Parties.** Logical Solutions, Inc., is referred to herein as "Seller" and the person, firm or other entity purchasing as indicated on the front hereof is referred to herein as "Buyer." All materials, goods, services, or merchandise described on the front hereof, regardless of type, including materials delivered to the job site or to an off-site facility and for all work performed onsite and off-site are referred to herein as "Products."
2. **Acceptance of Purchase Orders.** Quotations furnished by Seller do not constitute an offer to sell. Quotations are based upon straight-time labor. Any requests by the Buyer for overtime work shall be considered an extra. This proposal expires 60 days after its date, unless otherwise provided by Seller. No written or oral order of Buyer shall become a binding obligation of Seller unless and until Seller has issued its order confirmation as provided herein. Seller reserves the right to reject any order based on Buyer's creditworthiness. Sales of Products hereunder are subject to and include the Terms and Conditions of Sale set forth herein and are expressly conditioned upon Buyer's assent to any Terms and Conditions of Sale herein which are additional to or different from any terms or conditions of sale contained in any order submitted by Buyer. Without limiting the generality of the foregoing, no acknowledgment by Seller or reference by Seller to or performance by Seller under any order submitted by Buyer shall be deemed to be an acceptance by Seller of any terms or conditions contained in such order which are additional to or contrary to the Terms and Conditions of Sale contained herein.
3. **Order Cancellations.** Seller reserves to its sole judgment and discretion when and under what circumstances it will approve any order changes and/or cancellations. If cancellations are accepted, a cancellation charge may be charged to Buyer in accordance with Seller's then current cancellation policy.
4. **Prices and Payment.**
 - (a) Unless otherwise stated, all prices are F.O.B. Seller's facility specified on the front hereof, and include standard packaging. Prices do not include applicable sales, use, excise, ad valorem and similar taxes. All such taxes will be added to Seller's invoice as a separate charge and will be paid by Buyer.
 - (b) Seller reserves the right to invoice Buyer monthly for the Products. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to 25% of the contract price. Unless otherwise provided on the front hereof, the purchase price for Products sold hereunder shall be due and payable in the full invoice amount in U.S. dollars within 30 days from the date of invoice; provided, however, that Seller reserves the right in its sole discretion to cancel or change credit terms and to request advance payment at any time. Any check or remittance received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness or obligation owing by Buyer to Seller, without prejudice to and without discharging the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend or notation appearing on, referring to, or accompanying such check or remittance.
 - (c) Any amounts payable to Seller hereunder which are not paid when due shall thereafter bear interest at the rate of eighteen percent (18%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence of all payments due hereunder, and if any payment due Seller is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Buyer agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.
 - (d) Upon the failure of Buyer to make any payment when due hereunder, or in the event of default, breach or repudiation by Buyer of any obligation to Seller, whether contained herein or otherwise, or if Buyer becomes insolvent, calls a meeting of its creditors, or if any bankruptcy, insolvency, reorganization or arrangement proceeding is commenced by or against Buyer, Seller shall have (in addition to all rights and remedies Seller may have at law or in equity) the option to: (i) cancel this and any other transaction with Buyer; (ii) defer any deliveries to Buyer; or (iii) declare the full purchase price of all Products sold hereunder immediately due and payable.
 - (e) If Seller agrees to vary or relax the method or terms of payment with respect to any order placed by Buyer, such variance or relaxation shall not affect in any manner whatsoever Seller's right thereafter as to that or any other order to require payment in accordance with the terms specified herein.
1. **Security Interest.** To secure Buyer's obligations hereunder, Seller reserves a security interest in all Products sold hereunder together with all proceeds thereof, until all payments with respect to the Products have been received by Seller. Buyer agrees upon request by Seller to perfect and maintain the security interest reserved herein. Buyer hereby constitutes and irrevocably appoints Seller as its agent and attorney-in-fact for the purpose of executing any and all financing statements, notice and other documents that may be necessary from time to time for Seller to perfect and maintain the security interest reserved herein.
2. **Delivery and Risk.** Unless otherwise provided on the front hereof, delivery of Products hereunder shall be F.O.B. Seller's facilities. Seller agrees to make arrangements, for and on behalf of Buyer, for the carriage and insurance of the Products to the address shown on the front side hereof, by such means and carrier as determined by Seller unless otherwise designated by Buyer in writing. In all cases Buyer shall reimburse Seller for any additional costs or charges for express delivery or similar shipment. Unless otherwise provided on the front hereof, any arrangements and expenses incurred by Seller for carriage and insurance of Products shall be for the account of Buyer, shall be billed to Buyer and shall be due and payable together with the purchase price for the Products. Seller may ship Products in partial shipments and Seller reserves the right to invoice for partial shipments. Buyer acknowledges that the delivery date shown on the front hereof is its requested delivery date. Seller shall use reasonable efforts to arrange shipment of Products in accordance with any delivery dates set forth on the front side hereof, but such delivery dates are not guaranteed.
3. **Deferred Deliveries.** If Seller defers deliveries at Buyer's request, Buyer shall indemnify Seller against all loss and additional expense incurred by Seller in connection with such deferred deliveries including, without limitation, demurrage, handling, storage, insurance and similar charges. Transfer to storage shall be considered delivery for all purposes hereunder, including invoicing and payment, and during such storage Buyer shall bear all risks of loss or damage to Products in accordance with the terms of paragraph 6.
4. **Limited Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in workmanship and material for a period of one year from the date of delivery. In the event that any Product (or component thereof) sold hereunder proves to be defective during the warranty period, Seller's sole obligation, and Buyer's sole remedy, shall be the repair or replacement of the defective Product (or component), at Seller's option. Seller shall bear costs of transporting the replacement Product (or component). Under no circumstances may Buyer return any Product or component to Seller without prior written permission from Seller. **EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME.**
5. **Exclusions.** The warranty provided by Seller shall not apply to any damage or failure of any Products resulting from accident, fire, misuse (including, without limitation, any use not in accordance with Seller's published specifications for the Products), improper installation, improper storage, modifications, alterations, tampering or failure to properly maintain the Products. Buyer shall be responsible for ensuring that the Products meet its specific requirements, and Seller shall have no responsibility in connection therewith.
6. **Limitation of Liability.** In no event shall Seller be liable to Buyer or any other person, firm or entity ("Person"), whether in contract or in tort, or under any other legal theory, (including, without limitation, negligence or strict liability) for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of or in connection with the sale, delivery, non-delivery, servicing, use, maintenance, loading, unloading, installation, condition, ownership, possession, operation, selection, transportation, maintenance or return of any of the Products, or for any claim made against Buyer by any other Person, even if Seller has been advised of the possibility of such claim. In no event shall Seller's liability under any claim made by Buyer exceed the purchase price of the Products in respect of which such claim is made.
7. **Buyer's Remedies.** The Buyer's remedies with respect to Products found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**
12. **Force Majeure.** Seller shall not be liable for any default or delay in the performance of any of its obligations hereunder if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions in any country; riots or civil disorder; terrorist attacks; accidents or unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment to Seller relative to the production or delivery of any equipment or material required by Seller to perform its obligations hereunder; laws, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond Seller's reasonable control. Seller shall notify Buyer of the happening of any such contingency within a reasonable period of time. If due to an excusable delay, performance cannot be completed within the original period for performance, the period for performance shall be extended for a reasonable period of time to allow for completion of performance.
13. **Miscellaneous.**
 - (f) **Limitations on Assignment.** Buyer shall not assign all or any portion of its rights hereunder, or delegate or subcontract all or any portion of its obligations hereunder, without the prior written consent of Seller.
 - (g) **Waiver.** No failure on the part of Seller to exercise, and no delay by Seller in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by Seller preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by Seller to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
 - (h) **Governing Law.** This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law.
 - (i) **Headings.** The headings describing the contents of particular paragraphs are inserted only for convenience and shall not be construed as a part hereof or as a limitation on or enlargement of the scope of any of the terms or provisions contained herein.
 - (j) **Entire Agreement.** These Terms and Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties with respect to the matters covered hereby. By way of illustration and not by way of limitation, all orders submitted by Buyer shall be deemed to incorporate without exception all of the Terms and Conditions of Sale contained herein notwithstanding any additional or contrary terms and conditions contained therein. Unless Seller shall expressly advise Buyer to the contrary in writing apart from the provisions of such order, no acknowledgment by Seller or reference by Seller to or performance by Seller under any such order form shall be deemed to be an acceptance by Seller of any terms or conditions contained therein which are additional to or contrary to the Terms and Conditions of Sale contained herein. The Terms and Condition of Sale contained herein may not be modified or amended except by an instrument in writing signed by one of Seller's duly authorized officers.

Logical Solutions Inc. Proposal



Proposal To:

Name	Westlake Academy
Address	2600 JT Ottinger Road
City, State ZIP	Westlake, TX 76262
Model	50A7-027A1A641FP
Serial	3923U46005
Project name	Carrier RTU Repair

Prepared By:

Company	Logical Solutions Inc
Name	
Address	1850 N Greenville Ave Suite 120
City, State ZIP	Richardson, TX 75081
Email	

Company Proposal (Scope Of Work)

Logical Solutions is pleased to present a proposal for the location listed above.

We plan to provide all necessary materials and labor to replace the faulty tandem compressors for Circuit #1, as identified by the technician, and to replace the restrictive TXV on Circuit #2. We will follow LOTO procedures and deactivate Circuit #1. All refrigerant will be recovered in compliance with EPA regulations. We will take out the tandem compressors and install new compressors along with a liquid line drier for Circuit #1. Additionally, we will remove the defective TXV from Circuit #2 and install a new one, along with a new liquid line drier. A vacuum will be pulled to below 500 microns, and Circuit #1 will be charged with 33 lbs of new R410A refrigerant, while Circuit #2 will receive 17 lbs of R410A. After removing LOTO, we will restore power to the unit. We will check the unit's functionality and clear any debris from the roof. Finally, we will conduct a checkout with the customer once the work is completed.

Price

Total Project Cost (Before Tax):	\$11,257.19
Sales Tax:	\$0
TOTAL PROJECT COST:	\$0

Terms & Conditions

1. No warranty is expressed or implied on existing components.
2. Weekend work is excluded unless otherwise noted.
3. Cancelled orders may incur restocking fees (up to 100% for non-returnable items).
4. Proposal valid for 30 days.

Submitted by: **JB Brinks**

Date: **8/11/2026**

"We appreciate the opportunity to provide this proposal and look forward to supporting your HVAC needs."
Note: This proposal is valid for a period of 30 days from this date. Due Upon Completion

Proposal Accepted By:

Date:



Town Council/Board of Trustees AGENDA ITEM REPORT

DATE: August 25, 2026 **AGENDA ITEM NO:** G.5.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act regarding responses received to Request for Proposals to Provide Banking Services to Westlake Academy.

ATTACHMENTS:

None

SUMMARY :

Westlake Academy issued an RFP for banking and financial services as allowed by a positive Board vote in June 2026 approving the Academy's new financial policies. Staff will present the selection to the Board at the August meeting and recommends approval as one of the concluding steps in the process of transitioning the Academy's finances to campus-level oversight and administration.

BACKGROUND AND DISCUSSION:

As part of Westlake Academy's ongoing efforts to strengthen its financial operations and ensure that banking services appropriately support the Academy's operational and fiduciary needs, the Academy recently issued an RFP for banking services.

The competitive procurement process provides an opportunity to evaluate available banking partners based on the criteria established in the RFP, including the quality and scope of services offered, fees and financial terms, technology and treasury management capabilities, customer service and support, experience serving public entities, and the overall value provided to the Academy.

Staff is currently completing its review of the proposals received and will identify the provider determined to offer the best overall value to Westlake Academy. The final recommendation, including the selected provider and relevant terms of the proposed banking relationship, will be provided to the Board upon final selection this Friday.

Selection of a banking services provider will support the Academy's continued transition toward strengthened financial systems, internal controls, cash management, operational efficiency, and stakeholder transparency.

FISCAL IMPACT:

Improved fiscal transparency, efficiency, and accuracy will allow us to fully understand the funding needed to operate and sustain the Academy.

LEGAL REVIEW:

Yes

RECOMMENDATION:

Staff recommends that the Board of Trustees approves the banking services provider recommended by the administration following completion of the RFP evaluation process and authorize the Head of School, the Mayor, and the Mayor Pro Tem to execute the necessary agreements and documents to establish banking services with the selected provider.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table



Town Council/Board of Trustees AGENDA ITEM REPORT

DATE: August 25, 2026 **AGENDA ITEM NO:** G.6.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Discuss, consider and act regarding the Westlake Academy policy to prohibit diversity, equity, and inclusion activities as required by Texas Education Code 11.005.

ATTACHMENTS:

1. WA - DEI Prohibitions

SUMMARY :

The Prohibition on Diversity, Equity, and Inclusion Activities Policy ensures Westlake Academy's compliance with Texas Education Code § 11.005 and applicable state requirements governing diversity, equity, and inclusion (DEI) activities in Texas public schools.

BACKGROUND AND DISCUSSION:

Texas Education Code § 11.005 establishes specific prohibitions related to diversity, equity, and inclusion duties within Texas public schools. The proposed policy incorporates these statutory requirements into Westlake Academy policy and provides clear guidance for employees, contractors, and volunteers.

The policy prohibits the Academy from assigning DEI duties and prohibits employees, contractors, and volunteers from performing such duties on behalf of the Academy, except as required to comply with state or federal law. The policy defines prohibited DEI duties consistent with statute, including certain employment practices, differential treatment or benefits based on specified characteristics, certain programs or activities referencing protected characteristics, and requirements or preferences involving DEI statements.

Importantly, the policy also identifies activities that remain permissible under state law. These include teaching curriculum consistent with the Texas Essential Knowledge and Skills (TEKS), recognizing state and federal holidays and commemorative months within the curriculum, collecting and monitoring data, addressing unlawful discriminatory practices and achievement gaps, supporting academic achievement and postgraduate outcomes without regard to specified characteristics, and maintaining qualifying student clubs.

The policy further provides that employees or contractors who intentionally or knowingly violate these requirements may be subject to disciplinary action, consistent with applicable due process and

appeal procedures. The Academy is also required to provide the policy and applicable procedures to employees and contractors at least annually.

FISCAL IMPACT:

No fiscal impact anticipated.

LEGAL REVIEW:

Yes

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Prohibition on Diversity, Equity, and Inclusion Activities Policy as presented to ensure Westlake Academy's compliance with Texas Education Code § 11.005.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

Policy No. ____:

Date Board Adopted:

Date Board Amended:

Effective Date:

Policy Category: _____

Policy Name: **Prohibition on Diversity, Equity, and Inclusion Activities**

Policy Goal: Compliance with applicable state law related to certain prohibitions on diversity, equity, and inclusion activities in Texas public schools.

Policy Description:

Except as required by state or federal law and in accordance with Texas Education Code Section 11.005, Westlake Academy will not assign diversity, equity, and inclusion duties to any person and prohibits any employee, contractor, or volunteer from engaging in diversity, equity, and inclusion duties at, for, or on behalf of Westlake Academy.

Definitions

"Diversity, equity, and inclusion duties" means:

1. Influencing hiring or employment practices with respect to race, sex, color, or ethnicity except as necessary to comply with state or federal antidiscrimination laws;
2. Promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity;
3. Developing or implementing policies, procedures, trainings, activities, or programs that reference race, color, ethnicity, gender identity, or sexual orientation, except for the purpose of student recruitment efforts by colleges and universities designated as historically black colleges and universities in collaboration with school districts, or as necessary to comply with state or federal law;
4. Compelling, requiring, inducing, or soliciting any person to provide a diversity, equity, and inclusion statement or giving preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement.

Texas Education Code 11.005(a).

Allowed Activities

Nothing in this policy may be construed to:

1. Limit or prohibit Westlake Academy from contracting with historically underutilized businesses or businesses owned by members of a minority group or by women in accordance with applicable state law;
2. Limit or prohibit Westlake Academy from acknowledging or teaching the significance of state and federal holidays or commemorative months and how those holidays or months fit into the themes of history and the stories of this state and the United States of America in accordance with the TEKS adopted under Education Code, Subchapter A, Chapter 28;
3. Affect a student's rights under the First Amendment to the U.S. Constitution or Section 8, Article I, Texas Constitution;
4. Limit or prohibit Westlake Academy from analyzing school-based causes and taking steps to eliminate unlawful discriminatory practices as necessary to address achievement gaps and differentials described by Education Code 39.053; or
5. Apply to:
 - a. Classroom instruction that is consistent with the TEKS adopted by the State Board of Education;
 - b. The collection, monitoring, or reporting of data;
 - c. A policy, practice, procedure, program, or activity intended to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity; or
 - d. A student club that is in compliance with the requirements of Education Code 33.0815.

Texas Education Code 11.005(e)

Discipline for Noncompliance

An employee of Westlake Academy or a contractor providing services to Westlake Academy who intentionally or knowingly engages in or assigns to another person diversity, equity, and inclusion duties may be subject to discipline, including employment or contract termination. Any such disciplinary action shall be subject to all due process and appeal rights and procedures applicable to Westlake Academy employees and contractors.

On at least an annual basis, Westlake Academy shall provide a copy of this policy and applicable procedures to each Academy employee and contractor.

Texas Education Code 11.005(b)-(d).



Town Council/Board of Trustees AGENDA ITEM REPORT

DATE: August 25, 2026 **AGENDA ITEM NO:** G.7.
FROM: Kelly Ritchie, Head of School, Westlake Academy
SUBJECT: Approve Annual Certification of Compliance with Texas Education Code §39.008

ATTACHMENTS:

1. Westlake Academy - TEA 39.008 Certification

SUMMARY :

Texas Education Code §39.008 requires school districts and charter schools to annually certify compliance with certain statutory requirements.

BACKGROUND AND DISCUSSION:

The certification includes information regarding required policies and procedures, notification of employees and contractors, any policy or program changes made to ensure compliance, and any associated cost savings. The certification must be approved by the governing body at a public meeting and submitted to the Texas Education Agency (TEA) no later than September 30 of each school year. Texas Education Code §39.008, enacted by Senate Bill 12 during the 89th Texas Legislature, requires each school district and open-enrollment charter school to annually certify to the Texas Education Agency (TEA) its compliance with TEC §§39.008, 11.005, and 28.0022. Specifically, TEC §11.005 establishes prohibitions related to diversity, equity, and inclusion (DEI) duties in public schools, including certain employment practices, programs, trainings, and activities. TEC §28.0022 establishes requirements and prohibitions related to certain instructional practices and concepts and requires school systems to adopt procedures for addressing intentional or knowing violations by employees or contractors.

FISCAL IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends that the Board of Trustees approves the Annual Certification of Compliance with Texas Education Code §§39.008, 11.005, and 28.0022, as presented, and authorize the Head of School to execute and submit the certification to the Texas Education Agency.

ACTION OPTIONS:

Motion to Approve as Presented

Motion to Approve with Changes/Conditions

Motion to Deny

Motion to Continue or Table

TEC §39.008: Certification of Compliance with Certain Laws Required

Section 1: School System Information

Name of School District or Charter School: Westlake Academy

County-District Number (CDN): 220810

Superintendent/CEO Name: Dr. Kelly Ritchie

Certification School Year: 2026-2027

Section 2: Description of Required Policies and Procedures

Provide a description or attach a copy of the policies and procedures required by TEC, §§11.005(c) and 28.0022(h) and describe how employees and contractors were notified of these policies and procedures.

The Westlake Academy Board of Trustees has adopted a policy to ensure compliance and enforcement of the provisions of Texas Education Code Section 11.005(c) and Section 28.022(h). The policy provides notice to Westlake Academy employees and contractors, as well as notice to all other stakeholders, of the diversity, equity and inclusion activities expressly prohibited by the Texas Education Code and provides notice of the consequences for noncompliance by an Academy employee or contractor, which may include employment or contract termination.

A copy of the policy described above is distributed at least annually to all Westlake Academy employees and contractors.

Upon adoption of SB 12 in 2025, Westlake Academy provided professional development to all Westlake Academy administrators on the provisions of Senate Bill 12 applicable to an open-enrollment charter school, including the scope of the prohibitions on diversity, equity and inclusion activities. Since that time, administrators provide training and guidance on the prohibitions on an ongoing basis.

Section 3: Policy or Program Changes

Were any existing policies, programs, procedures, or trainings altered to ensure compliance with TEC, §§39.008, 11.005, and 28.0022? ☒ Yes ☐ No

If yes, describe or attach a copy of the changes below.

Westlake Academy professional development programs were revised to incorporate instruction and ongoing guidance to ensure compliance with the prohibitions on diversity, equity and inclusion activities.

Section 4: Cost Savings

Were there any cost savings resulting from actions taken to comply with TEC, §39.008? ☐ Yes ☒ No

Total cost savings: \$ _____0_____

If yes, describe or attach a copy of the cost savings.

Section 5: Board Approval

Date of Board/Governing Body Meeting: ____August 25, 2026_____

Meeting notice was posted on LEA website at least seven days in advance: ☒ Yes ☐ No

Public testimony opportunity provided during meeting: ☒ Yes ☐ No

Certification approved by majority vote: ☐ Yes ☐ No

Section 6: Certification Statement

By signing below, the undersigned certifies that the information contained in this document is true and correct and that the district or charter school is in compliance with the requirements of Texas Education Code §§39.008, 11.005(c), and 28.0022(h).

Superintendent/CEO Signature: _____

Date: _____

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____.

Notary Public, State of Texas