



Agenda of Board Meeting January 17, 2023 The Board of Trustees Wichita Falls Independent School District

In Compliance with the Texas Government Code, Chapter 551, Subchapter C, the Board of Trustees of the Wichita Falls Independent School District will meet for a Board Meeting at 6:00 PM, on January 17, 2023, in the Board Room at the Education Center, 1104 Broad St, Wichita Falls, TX 76301.

The subjects to be discussed, considered, or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

I. CALL TO ORDER AND OPENING STATEMENT

II. PRESENTATION OF COLORS

III. INVOCATION

IV. PRESENTATIONS

3

V. PUBLIC COMMENT

VI. REPORTS OR SPECIAL DISCUSSION ITEMS

A. Intruder Detection Audit Report Findings

12

B. 3 Tier Start/End Times for the 23-24 School Year

13

VII. SUPERINTENDENT REPORT

VIII. CONSENT AGENDA

A. RFP 23-11 Managed WAN Solutions and Equipment, Category 1

14

B. RFP 23-12 Internal Connections Equipment, Category 2

15

C. A/C Heating and Controls

16

D. Adoption of the WFISD 2023-2024 School Calendar

17

E. Minutes

22

IX. ACTION ITEMS

A. Engage2Learn

30

X. HUMAN RESOURCES

A. Applicant Pool

XI. BOARD MATTERS

A. Closed Session Pursuant to Texas Government Code 551.074:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees

2. Discussions regarding the deployment, or specific occasions for implementation, of security personnel or devices, or a security audit, to include districtwide intruder detection audit (*Pursuant to Texas Government Code Section 551.076*)

3. Discussion of Purchase, Exchange, Lease or Value of Real Property (*Pursuant to Texas Government Code Section 551.072*)

XII. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on Friday, January 13, 2023 at 2:00 pm.

For the Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	Presentations		
Administrator Responsible:	Dr. Donny Lee, Superintendent		
Presentation:	Board Recognition Month		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District recognizes **Board of Trustees Recognition Month** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation

January is School Board Recognition Month and WFISD is honored to celebrate its trustees for their dedication and commitment to the district's schools and students.

Our school board members are selfless volunteers who spend long hours working to ensure all of our students have the opportunity to learn and grow. Celebrating School Board Recognition Month is one way to say thanks for all they do.

Serving as a link between the community and classroom, school board members are elected to establish the policies that provide the framework for public schools

Board members serving WFISD are:

- Katherine McGregor - President**
- Mark Lukert - Vice-President**
- Sandy Camp - Secretary**
- Susan Grisel**
- Dale Harvey**
- Jim Johnson**
- Mike Rucker**

WICHITA FALLS ISD BOARD OF TRUSTEES

January 17, 2023

Agenda Item:	Presentations		
Administrator Responsible:	Debbie Dipprey, Executive Director of School Administration		
Presentation:	College Board Recognition Scholars		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes students who were named **College Board Recognition Scholars** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation:

The College Board National Recognition Programs create pathways to college for underrepresented students by awarding them academic honors and connecting them with universities across the country. Students who take the PSAT/NMSQT, PSAT 10, or AP Exams and are African American or Black, Hispanic American or Latinx, Indigenous, or attend school in a rural area or small town may be invited to apply for academic recognition as part of the College Board National Recognition Programs.

We are excited to announce the list of students from WFISD who achieved this recognition based on their remarkable academic achievements and outstanding performance on the PSAT and/or AP exams.

College Board National African American Recognition Program Scholars

Assel Elsharafi – Rider High School
Abigail Bandas - Wichita Falls High School
Naomi Pearson - Wichita Falls High School

College Board National Indigenous Recognition Program Scholars

Shy Mancha – Wichita Falls High School

College Board National Hispanic Recognition Program Scholars

Alfonso Aviles – Hirschi High School
Juaquin Gonzales – Hirschi High School
Emmanuel Carrillo - Rider High School
Devin Cox - Rider High School
Madalyn Grady - Rider High School
Adam Grieger - Rider High School
Alexandra Hamaker - Rider High School
Graciela Rueda - Rider High School
Eleny Sandoval-Almuna - Rider High School
America Benitez - Wichita Falls High School
Benjamin Espino - Wichita Falls High School
Alaniss Garcia - Wichita Falls High School
Andrea Granados Millan - Wichita Falls High School
Ana Griffiths - Wichita Falls High School
Roselyn Hurtado - Wichita Falls High School
Karyme Lozano Garcia - Wichita Falls High School⁴
Shy Mancha - Wichita Falls High School

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	Presentations		
Administrator Responsible:	Debbie Dipprey, Executive Director of School Administration		
Presentation:	National Merit Scholars		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes students who received **National Merit Semifinalist and Commended honors** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation:

High school juniors entered the 2023 National Merit Scholarship Program by taking the 2021 Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT®), which served as an initial screen of program entrants. Approximately 34,000 high scorers were named National Merit Commended Students. The nationwide pool of Semifinalists, representing less than one percent of U.S. high school seniors, includes the highest-scoring entrants in each state. We are proud to have four National Merit Semifinalists and six National Merit Commended students in WFISD.

National Merit Semifinalist

- Prasi Desai - Rider High School
- Christopher Echols - Rider High School
- Maverick McKown - Rider High School
- Matthew White - Rider High School

National Merit Commended

- Adam Grieger - Rider High School
- Amberly Schell - Rider High School
- Jordan Tolleson - Rider High School
- Carsen Watson - Rider High School
- Brayden White - Rider High School
- Andrea Granados Millan - Wichita Falls High School

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	Presentations		
Administrator Responsible:	Scot Hafley, Director of Athletics		
Presentation:	Hirschi High School Academic All-State Football		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes Hirschi High School students for receiving Academic All-State Honors for Football as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation:

The following student athlete from Hirschi High School received Texas High School Coaches Association (THSCA) Academic All-State honors for football:

Cayden Resendez-Sigle - 2nd Team

Coach: Lawrence Johnson

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	Presentations		
Administrator Responsible:	Scot Hafley, Director of Athletics		
Presentation:	Rider High School Academic All-State Football		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes Rider High School students for receiving Academic All-State Honors for Football as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation:

The following student athletes from Rider High School received Texas High School Coaches Association (THSCA) Academic All-State honors for football:

- Kirk Finnell - 1st Team**
- Grayson Butler - Honorable Mention**
- Jack Pitts - Honorable Mention**
- Grayson Eaves - Honorable Mention**

Coach: Marc Bindel

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	Presentations		
Administrator Responsible:	Scot Hafley, Director of Athletics		
Presentation:	Rider High School Academic All-State Volleyball		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes Rider High School students for receiving Academic All-State Honors for Volleyball as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation:

The following student athletes from Rider High School received Texas Girls Coaches Association (TGCA) Academic All-State honors for volleyball:

- Corinne Ashcraft**
- Lauren Ramirez**
- Jenna Redding**
- Kendall Toliver**
- Caraline Underwood**
- Grayson Yowell**

Coach: Julie Yandell

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	Presentations		
Administrator Responsible:	Scot Hafley, Director of Athletics		
Presentation:	Wichita Falls High School Academic All-State Football		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes Wichita Falls High School students for receiving Academic All-State Honors for Football as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation:

The following student athletes from Wichita Falls High School received Texas High School Coaches Association (THSCA) Academic All-State honors for football:

- Victor Marquez - Honorable Mention**
- Ayden Ramirez - Honorable Mention**
- Eduardo Robles - Honorable Mention**
- Brigman Steward - Honorable Mention**
- Cory Whitman - Honorable Mention**

Coach: Grant Freeman

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	Sheppard Elementary DoDEA Grant		
Administrator Responsible:	Dr. Peter Griffiths, Associate Superintendent		
Attachments:	None		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes the Sheppard Elementary staff for being recipients of a DoDEA grant for military-connected students and teachers as recommended by Dr. Donny Lee, Superintendent.

Explanation:

WFISD would like to recognize the staff at Sheppard Elementary for being recipients of a \$500,000 Department of Defense Education Activity (DoDEA) grant for military-connected students and teacher support. Sheppard Elementary was ranked 4th in the nation out of 39 applications. Since 2015, Sheppard Elementary has received two million dollars to support the learning taking place on its campus.

"We are so blessed to be a part of this military community," said Sheppard Elementary principal, Cindy Waddell.

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	Discussion of Districtwide Intruder Detection Audit Report Findings.		
Administrator Responsible:	Anthony Smith, Chief of Police		
Attachments:	No Attachment		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input checked="" type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees in compliance with Texas Education Code 37.108 provide the public with notification that an Intruder Detection Audit was conducted by the Texas School Safety Center at a WFISD Campus and a corrective action was put into place due to findings as submitted by Anthony Smith, Chief of Police, as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation:

The top priority of the Wichita Falls Independent School Districts and the State of Texas is keeping students and staff safe every day. The Texas School Safety Center recently conducted an Intruder Detection Audit at one of our campuses. The audits test whether a campus is accessible to an unauthorized individual. This audit, conducted as part of Governor Abbott’s school safety directives for all school systems following the tragedy in Uvalde, seeks to help districts identify how campuses can improve safety for students, such as ensuring exterior doors are locked. The audit provides us with an opportunity to create a safer learning environment for our students and staff.

We are working closely with our district's School Safety & Security Committee to ensure that we are training all our staff and securing our doors for the protection of everyone at our campuses. The support from the state in conducting the Intruder Detection Audits is just one of the many actions we are taking to ensure our schools are safe. We know that this work does not end, and we appreciate the Board’s support.

We acknowledge that parents and community members are likely very interested in the details of the audit results; however, it is in the best interest of the students that we do not share this information to the broader public as it could lead to compromising important campus security information. Specific details of the Intruder Detection Audit will be discussed in the executive session and with the Safety and Security Committee. The Wichita Falls Independent School District is committed to providing a safe and secure learning environment for our students and staff.

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	3 Tier Start/End Times for the 23-24 SY		
Administrator Responsible:	Dr. Peter Griffiths, Associate Superintendent		
Attachments:	None		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees discuss a 3 Tier Start/End Times for the 23-24 School Year as submitted by Dr. Peter Griffiths, Associate Superintendent, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

With the additional 10 minutes approved by the board at the September 16, 2022 meeting, the consolidation / closure of campuses in the next few years, and expected increase in bussing needs due to the locations of the two new high schools and future changes at the middle schools' attendance zones, it was discussed that there needs to be a change in the operation of campus times to minimize the financial impact of bussing more students. After discussions with other districts of the same size and situations, a 3 tier start/end time has been recommended for the 23-24 school year to reduce district financial burdens.

- Middle School: 7:30 am to 3:00 pm (current 7:45 am to 3:05 pm)
- Elementary: 8:10 am to 3:40 pm (current 8:15 am to 3:35 pm)
- High School: 8:50 am to 4:20 pm (current 7:45 am to 3:05 pm)

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	RFP 23-11 Managed Wide Area Network (WAN) Solutions and Equipment, Category 1 Services
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	None
<input checked="" type="checkbox"/> Action Needed <input type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report	

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees award RFP 23-11 Managed Wide Area Network (WAN) Solutions and Equipment, Category 1 Services to Zayo Group and Category 1 Equipment to Netsync Network Solutions, Inc., as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

RFP 23-11 was advertised twice in the Times Record News, and issued on WFISD’s electronic bidding platform as well as on the Universal Service Administrative Company (USAC) Portal, as required by law. One-hundred seventy-five (175) vendors received notification of bid with two (2) submitting a response for services and one (1) submitting a response for equipment. All responses were evaluated by Curtis Shahan, Director of Technology, Melissa Varazlic, Infrastructure Manager and Josh Snow, Network Analyst.

Zayo Group is the recommended vendor for Category 1 Services (Wide Area Network/WAN services) which provides intranet and internet connections for the two new high schools. Both campuses will have a physical link to two different fiber rings within the WFISD network. Services will benefit from e-rate funding (80%). First year of services includes build-out cost, with District portion of Year 1 expenditure totaling \$73,794, and the expenditure total of Years 1-5 is \$81,546.

Netsync is the recommended vendor for the Category 1 Equipment, which consists of technology equipment to put the fiber connections in service and tie them into our District network.

Services

Vendor Name	City, State	Service	Year 1 Total Cost	Year 1 20% Cost	Years 1-5 Total Cost	Years 1-5 20% Cost	RFP Score
Comcell	Windthorst, Texas	Lit Fiber	\$240,000	\$48,000	\$1,200,000	\$240,000	75.46
Zayo Group	Boulder, Colorado	Dark Fiber	\$368,970	\$73,794	\$407,730	\$81,546	88.18

Equipment

Vendor Name	City, State	Total Cost	District 20% Cost	RFP Score
Netsync Network Solutions, Inc.	Houston, Texas	\$65,176.60	\$13,035.32	98.70

Fiscal Note:

Funds for 20% of Service and Equipment expenditures will be moved from Fund Balance to Technology (\$73,794.00 in Year 1, \$1,938.00 in each of Years 2-5), with the remaining 80% paid by E-rate/USAC Funding. This is a multi-year contract and an expenditure over \$100,000 which requires the Board of Trustees approval per policy, CH Local.

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	RFP 23-12 Internal Connections Equipment, Category 2		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	None		
<input checked="" type="checkbox"/> Action Needed <input type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report			

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees award RFP 23-12 Internal Connections Equipment, Category 2 to Netsync Network Solutions, Inc., as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

RFP 23-12 was advertised twice in the Times Record News, and issued on WFISD’s electronic bidding platform as well as on the Universal Service Administrative Company (USAC) Portal, as required by law. One-hundred seventy-one (171) vendors received notification of bid and six (6) submitted a response. All responses were evaluated by Curtis Shahan, Director of Technology, Melissa Varazlic, Infrastructure Manager and Josh Snow, Network Analyst.

Category 2 Equipment specified on RFP 23-12 includes all physical networking equipment for the two new high schools. Both campuses will have a robust local area network (wired) as well as complete coverage through an expansive wireless network. The networks will be supported by backup power systems as well. Netsync Network Solutions, Inc. is the recommended vendor.

Vendor Name	City, State	Total Cost	District 20%	RFP Score
Netsync Network Solutions, Inc.	Houston, Texas	\$1,112,865.68	\$222,573.14	95.10
Red River Technology LLC	Claremont, New Hampshire	\$1,123,919.00	\$224,783.80	88.63
CDW Government LLC	Vernon Hills, Illinois	\$1,040,855.20	\$208,171.04	81.00
Connection Public Sector Solutions	Rockville, Maryland	\$1,534,604.64	\$306,920.93	64.25
ConvergeOne, Inc	Bloomington, Minnesota	\$554,743.94 NS – Inferior product	n/a	12.67
SOLID IT NETWORKS, INC	Houston, Texas	\$141,0928.28 Incomplete	n/a	9.00

Fiscal Note:

Funds for 20% of Service and Equipment expenditures will be moved from Fund Balance to Technology (\$222,573.14), with the remaining 80% paid by E-rate/USAC Funding. This is an expenditure over \$100,000 which requires the Board of Trustees approval per policy, CH Local.

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	A/C and Heating Instruments
Administrator Responsible:	Dr. Peter Griffiths, Associate Superintendent
Attachments:	None
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action <input type="checkbox"/> Presentation <input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves a transfer of \$250,000 of fund balance to maintenance to update/replace A/C and heating instruments as submitted by Dr. Peter Griffiths, Associate Superintendent, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

With some of our facilities, the instruments needed to continue to properly air condition and heat the buildings are wearing out and there will be a need to update and replace the controllers. Buildings and approximate costs, based on preliminary discussions, are as follows:

- Barwise Middle School-Replacement: \$154,481.12
- Brook Village-Replacement: \$48,250. 79
- Kirby Middle School-Upgrade: \$24,740.55
- Carrigan: \$5,735.84 (Maintenance has budgeted funds to cover cost)

There are not enough available funds in the maintenance budget to cover the additional needs of Barwise, Brook Village or Kirby. Request is to transfer \$250,000 from fund balance to cover the three facilities.

*Note: Barwise and Brook Village are in the most need, Kirby could be postponed a year. If the board wishes to postpone the Kirby upgrade, the request would be reduced to approximately \$205,000.

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	Adoption of the WFISD 2023-2024 School Calendar		
Administrator Responsible:	Ashley Thomas, Communications Officer		
Attachments:	Calendar Draft A Calendar Draft A Explanation Calendar Draft B		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees adopts the 2023-2024 School Calendar Draft A as presented by Ashley Thomas, Communications Officer, and recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation

This school year, the decision was made to utilize the District Advisory Committee (DAC) to develop the 23-24 school calendar instead of forming a separate calendar committee. The DAC is voted on annually and is composed of teachers, administrators, campus support professionals, parents and community members.

The DAC met in October, November and December to discuss the 2023-2024 School Calendar.

In October 2022, members of the DAC were informed of their role in the development of the calendar and the parameters of the calendar.

In November 2022, the DAC received calendar options to review. Modifications were made to the calendar options and two draft calendar options were developed. On November 4, members of the DAC received an email with both calendar drafts and they were asked to review them and respond with any changes prior to the calendar options being shared with district staff. On November 8, a district-wide email was sent to all staff and they were asked to vote via a Google Form on their calendar preference - Draft A or Draft B. The form remained open through November 28.

Prior to the December DAC meeting, members of the DAC received the results of the calendar survey along with any comments that were submitted.

652 Survey Responses

Draft A (Staff Development Day in September) - 58.4%

Draft B (Staff Development Day in November) - 41.6%

On December 1, The DAC voted to adopt Calendar Draft A.



DRAFT A

2023-2024 DISTRICT CALENDAR

JULY							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5						1	2	1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
30	31																										

NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6					1	2	3
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29		
							31																				

MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	
31																					30						

Grading Periods

Elementary

- 1st: Aug. 16 - Oct. 6 (36)
- 2nd: Oct. 11 - Dec. 15 (42)
- 3rd: Jan. 3 - March 8 (46)
- 4th: March 18 - May 23 (45)

Secondary

- | 1st Semester | 2nd Semester |
|------------------------------|-----------------------------|
| 1st: Aug. 16 - Sept. 21 (26) | 4th: Jan. 3 - Feb. 16 (32) |
| 2nd: Sept. 25 - Nov. 3 (28) | 5th: Feb. 20 - April 5 (27) |
| 3rd: Nov. 6 - Dec. 15 (24) | 6th: April 8 - May 23 (32) |

Legend

- Staff/Student Holiday
- Staff Development (Student Holiday)
- Teacher Planning/Workday (Student Holiday)
- Early Release*
- Parent Conferences (Student Holiday)
- Inclement Weather Day
- First/Last Day of School
- New Teacher Orientation
- Opt-Out Day (For Teachers)

187 teacher days
 169 student days @ 450 minutes = 76,050 minutes
 2 early release days = 480 minutes
 2 staff development days = 720 minutes
 Total minutes = 77,250
 Required Student minutes: 75,600
 Difference = 1,650 minutes
Difference is equal to 3 additional inclement weather days and 2 additional late starts

First Day for Returning Teachers: August 9
 First Day of School: August 16
 Staff Development Days (2): Sept. 22 and Feb. 19
 Parent/Teacher Conferences: October 10
 Teacher Planning/Workdays (6): October 9, January 2, April 1*, May 17*, May 24
 Opt-Out Days (3): Nov. 20 & 21, March 29
 Teacher Holidays: Sept. 4, Nov. 22-24, Dec. 18-Jan.1, Jan. 15, March 11-15
 Early Release: Dec. 15 & May 23
 Last Day of School: May 23
 *If more than 3 inclement weather days are used, students will attend school these days

Calendar Draft A - STUDENTS

169 days August 16 - May 23 (169 days @ 450 minutes = 76,050 minutes and 2 days @ 240 minutes = 480), totaling 76,530 minutes

- 12 days in August
 - August 16 - first day of school
- 19 days in September
 - September 4 - Labor Day (Staff/Student Holiday)
 - September 22 - Staff Development Day (Student Holiday)
- 20 days in October
 - October 9 - Teacher Planning/Work Day (Student Holiday)
 - October 10 - Parent Conference Day at all Campuses (Student Holiday)
- 17 days in November
 - November 20 & 21 - Teacher Opt Out Days (Student Holiday)
 - November 22-24 - Thanksgiving Break (Staff/Student Holiday)
- 11 days in December (10 days at 450 minutes and 1 day at 240 minutes)
 - December 15 - Last Day of Semester/Early Release
 - December 18-29 - Winter Break (Staff/Student Holiday)
- 20 days in January
 - January 1 - New Year's Day (Staff/Student Holiday)
 - January 2 - Teacher Planning/Work Day (Student Holiday)
 - January 15 - MLK Day (Staff/Student Holiday)
- 20 days in February
 - February 19 - Staff Development Day (Student Holiday)
- 15 days in March
 - March 11-15 - Spring Break (Staff/Student Holiday)
 - March 29 - Good Friday (Teacher Opt Out Day/Student Holiday)
- 21 days in April
 - April 1 - Inclement Weather Day #1 (Teacher Work Day/Student Holiday)
- 16 days in May (15 days at 450 minutes and 1 day at 240 minutes)
 - May 17 - Inclement Weather Day #2 (Teacher Work Day/Student Holiday)
 - May 23-25 - Graduation
 - May 23 - Last Day of Semester/Early Release
 - May 24 - Teacher Work Day
 - May 27 - Memorial Day (Staff Holiday)

171 days = 169 days @ 450 minutes plus 2 days at 240 minutes = 76,530 minutes

2 Staff Development Days requested for time waivers/student days @ 360 minutes = 720 minutes

- Day 1 is September 22
- Day 2 is February 19

Total Minutes = 77, 250

Required Student Minutes = 75,600

Difference = 1,650 Minutes

The difference is equal to 3 additional inclement weather days and 2 additional late starts.

First Semester = 79 Days

Second Semester = 92 Days

Calendar Draft A - TEACHERS

5 Days of Staff Development (August 9-15)

171 Student Days: August 16 - May 23

- 12 days in August
 - August 16 - first day of school
- 19 days in September
 - September 4 - Labor Day (Staff/Student Holiday)
 - September 22 - Staff Development Day (Student Holiday)
- 20 days in October
 - October 9 - Teacher Planning/Work Day (Student Holiday)
 - October 10 - Parent Conference Day at all Campuses (Student Holiday)
- 17 days in November
 - November 20 & 21 - Teacher Opt Out Days (Student Holiday)
 - November 22-24 - Thanksgiving Break (Staff/Student Holiday)
- 11 days in December (10 days at 450 minutes and 1 day at 240 minutes)
 - December 15 - Last Day of Semester/Early Release
 - December 18-29 - Winter Break (Staff/Student Holiday)
- 20 days in January
 - January 1 - New Year's Day (Staff/Student Holiday)
 - January 2 - Teacher Planning/Work Day (Student Holiday)
 - January 15 - Teacher Planning/Work Day (Student Holiday)
- 20 days in February
 - February 19 - Staff Development Day (Student Holiday)
- 15 days in March
 - March 11-15 - Spring Break (Staff/Student Holiday)
 - March 29 - Good Friday (Teacher Opt Out Day/Student Holiday)
- 21 days in April
 - April 1 - Inclement Weather Day #1 (Teacher Work Day/Student Holiday)
- 16 days in May (15 days at 450 minutes and 1 day at 240 minutes)
 - May 17 - Inclement Weather Day #2 (Teacher Work Day/Student Holiday)
 - May 23-25 - Graduation
 - May 23 - Last Day of Semester/Early Release
 - May 24 - Teacher Work Day
 - May 27 - Memorial Day (Staff Holiday)

2 Staff Development Days requested for time waivers/student days @ 360 minutes = 720 minutes

- Day 1 is September 22
- Day 2 is February 19

5 Teacher Planning/Work Days (October 9, January 2, April 1, May 17, May 24)

1 Parent Teacher Conference Day (October 10)

3 Opt Out Days (November 20 & 21, March 29)

Total = 187 Teacher Work Days

Note:

- There are no Inclement Weather Days scheduled after the last day of school.
- Teachers will no longer have to work on the Saturday after the last day of school. *(The staff of the high school that graduates on Saturday will be able to exchange time on Thursday or Friday for the time required to work on Saturday for graduation.)*



DRAFT B

2023-2024 DISTRICT CALENDAR

JULY							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5						1	2	1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
30	31																										

NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6					1	2	3
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29		
							31																				

MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	
31																					30						

Grading Periods

Elementary

- 1st: Aug. 16 - Oct. 6 (37)
- 2nd: Oct. 11 - Dec. 15 (41)
- 3rd: Jan. 3 - March 8 (46)
- 4th: March 18 - May 23 (45)

Secondary

- | 1st Semester | 2nd Semester |
|------------------------------|-----------------------------|
| 1st: Aug. 16 - Sept. 21 (27) | 4th: Jan. 3 - Feb. 16 (32) |
| 2nd: Sept. 25 - Nov. 2 (27) | 5th: Feb. 20 - April 5 (27) |
| 3rd: Nov. 6 - Dec. 15 (24) | 6th: April 8 - May 23 (32) |

Legend

- Staff/Student Holiday
- Staff Development (Student Holiday)
- Teacher Planning/Workday (Student Holiday)
- Early Release*
- Parent Conferences (Student Holiday)
- Inclement Weather Day
- First/Last Day of School
- New Teacher Orientation
- Opt-Out Day (For Teachers)

187 teacher days
 169 student days @ 450 minutes = 76,050 minutes
 2 early release days = 480 minutes
 2 staff development days = 720 minutes
 Total minutes = 77,250
 Required Student minutes: 75,600
 Difference = 1,650 minutes
Difference is equal to 3 additional inclement weather days and 2 additional late starts

First Day for Returning Teachers: August 9
 First Day of School: August 16
 Staff Development Days (2): Nov. 3 and Feb. 19
 Parent/Teacher Conferences: October 10
 Teacher Planning/Workdays (6): October 9, January 2, April 1*, May 17*, May 24
 Opt-Out Days (3): Nov. 20 & 21, March 29
 Teacher Holidays: Sept. 4, Nov. 22-24, Dec. 18-Jan.1, Jan. 15, March 11-15
 Early Release: Dec. 15 & May 23
 Last Day of School: May 23
 *If more than 3 inclement weather days are used, students will attend school these days

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	Minutes
Administrator Responsible:	Dr. Donny Lee, Superintendent of Schools
Attachments:	Minutes of Work Session, December 6, 2022 Minutes of Regular Meeting, December 12, 2022
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action <input type="checkbox"/> Presentation <input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the proposed minutes of a work session on December 6, 2022 and a regular meeting, December 12, 2022, as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation:

Following are copies of the minutes of a work session, December 6, 2022, and a regular meeting, December 12, 2022. These minutes will become official upon approval by the Board.

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
WORK SESSION MEETING DECEMBER 6, 2022**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a special session meeting on the above date. The meeting was called to order at 12:00 p.m. by Mr. Mike Rucker, board president.

Board members present: Mr. Mike Rucker, Ms. Katherine McGregor, Mr. Jim Johnson, Mr. Mark Lukert, Mr. Dale Harvey, Ms. Susan Grisel, and Ms Sandra Camp. Mr. Mike Rucker noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Dr. Peter Griffiths, Associate Superintendent, Ms. Dayna Hardaway, Director of Human Resources, Ms. Ashley Thomas, Communications Officer, Ms. Denise Brown, Director of Finance, Ms. Lauren Zotz, Director of Purchasing, Mr. Jeff Hill, Director of Elementary Curriculum, Ms. Misti Spear, Director of Strategic Planning, Ms. Trish Potts, Internal Auditor, Mr. Wayne Toulon, Accounting Supervisor, Ms. Vanessa Dishman, Administrative Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant to the Director of Human Resources, Mr. Scot Hafley, Director of Athletics, Anthony Smith, Chief of Police, WFISD and Ms. Ana Griffiths, Director of State and Federal Programs.

Also present were Richard Camp, Sarah Schneider, Julie Johnson, Emily Vann, David Potter, Architect with DP4 Consult and Huckabee, Inc and a reporter for KFDX.

INVOCATION:

Mr. Mike Rucker gave the invocation.

BOARD MATTERS:

Wichita County Judge Woody Gossom administered the Oath of Office to ~~swear in newly elected officers~~THE NEWLY ELECTED Wichita Falls Independent School District Board of Trustees; Sandra Camp, Jim Johnson, Susan Grisel and Mark Luckert. All swore and repeated the Oath of Office.

PUBLIC COMMENT:

No public comment

REPORTS OR SPECIAL DISCUSSION ITEMS:

CONSTRUCTION UPDATE ON WF LEGACY HIGH SCHOOL AND WF MEMORIAL HIGH SCHOOL:

Mr. David Potter, Architect with DP4 Consult and Huckabee, Inc, gave a detailed report on the construction at Wichita Falls Legacy High School and Wichita Falls Memorial High School. Ms McGregor asked about the progress on ONCOR/City of Wichita Falls and allowing the HVAC early install. Mr. Potter stated he is still meeting with both entities and one to two months away from a resolution. Mr. Harvey asked about the progress on the parking lots and Mr. Potter stated they are about ten percent complete and will be progressing quickly.

SILENT PANIC ALERT TECHNOLOGY (SPAT) GRANT:

Mr. Mark Luckert, seconded by Mr. Dale Harvey, moved to approve the application for the 2022 – 2024 Silent Panic Alert Technology (SPAT) Grant as submitted by Anthony Smith, Chief of Police, and recommended by Dr. Donny Lee, Superintendent.

Carried unanimously by a vote of 7 – 0

FINANCIAL SERVICES:

FINANCIAL REPORTS AS OF OCTOBER 31, 2022:

Ms. Denise Brown, Director of Finance, recommended that the Wichita Falls Independent School District Board of Trustees approves the attached year to date financial reports and investment reports as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

This item will be placed on the consent agenda for the Board of Trustees regular meeting on December 12, 2022

OCTOBER BUDGET AMENDMENTS:

Ms. Denise Brown, director of Finance, recommended that the Wichita Falls Independent School District Board of Trustees approve the budget amendments to the 2022-2023 budgets as submitted by Ms. Leah Horton, Chief Financial Officer. Mr. Mark Lukert, seconded by Mr. Dale Harvey, moved that the Wichita Falls Independent School District Board of Trustees approve the recommended budget amendments to the 2022-2023 budgets.

Carried unanimously by a vote of 7 – 0

DISTRICT SERVICES AND OPERATIONS

SUMMER CAFETERIA UPGRADES:

Dr. Peter Griffiths introduced Farai Sithole, Chartwells Resident Manager (Child Nutrition Services) to present information for a proposed future agenda item. Per TDA, a Child Nutrition Department can only have 3 months’ worth of operating budget in fund balance. Current fund balance is in excess of the 3 months’ worth at approximately \$2,000,000.00. The plan is to spend the excess funds to make cafeteria upgrades to Booker T Washington, Hirschi High and Rider High and to expand the walk-in refrigerator at the main office. More detailed information will be provided at the January Board of Trustees Meeting.

HUMAN RESOURCES:

POLICY CHANGE FOR TRANSFER REQUIREMENTS:

Ms. Dayna Hardaway, Director of Human Resources recommended that the Wichita Falls Independent School District Board of Trustees add, revise or delete DK(LOCAL) policy as submitted by Dayna Hardaway, Director of Human Resources, and as recommended by Dr. Donny Lee, Superintendent of Schools.

A teacher may make written application for a transfer to another program/campus within the District if he or she meets all of the following qualifications:

1. The teacher has served a minimum of three **(remove) one full school years (90 instructional days or more)** in their current assignment **or most recent placement**.
2. The teacher currently holds certification for the position sought.
3. The teacher is on a continuing or term contract. **(remove)**
4. The teacher’s overall performance in the current assignment is “proficient” as evidenced by teacher appraisal.

The original intent of the three-year requirement was to keep teachers on high need campuses but there were unintended consequences associated with the three-year requirement. The district lost teachers to other districts or they quit the profession all together due to the 3-year minimum limitation on transfer requests.

This item will be placed on the consent agenda for the Board of Trustees regular meeting on December 12, 2022

EARLY RETIREMENT/RESIGNATION INCENTIVE PAY:

Mr. Dale Harvey, seconded by Mr. Mark Lukert, moved to approve the recommendation to allow for a ‘Incentive Pay’ for campus level professional staff that are on a term or continuing contract that submit an early notice of retirement or resignation beginning January 17, 2023 and received by 8:00 am on Wednesday, March 1, 2023 for the end of the 2022-2023 contract year as submitted by Dayna Hardaway, Director of Human Resources and as recommended by Dr. Donny Lee, Superintendent of Schools. Offering a monetary incentive motivates early notification by employees that may normally wait until the end of their contract term to inform the district of their intent to retire or resign. This knowledge is beneficial in staffing for the upcoming academic year and for early recruitment of campus professional staff. \$1,500.00 incentive amount for Retirement Early Notification by campus level professional staff
\$750.00 incentive for Resignation Early Notification by campus level professional staff.

Carried by a vote of 6 – 0, 1 abstained

PERSONNEL REPORT:

Ms. Dayna Hardaway, Director of Human Resources, reported to the Wichita Falls Independent School District Board of Trustees a review of employee resignations/retirements that have been submitted since the last board meeting. The resignations/retirements have been accepted by Dr. Donny Lee, Superintendent of Schools, in accordance with the requirements of Policy DFE (LOCAL).

LETTERS OF RETIREMENT SINCE THE SUBMISSION OF THE LAST BOARD AGENDA:

None

LETTERS OF RESIGNATION SINCE THE SUBMISSION OF THE LAST BOARD AGENDA:

Professionals

Egan, Catherine – Counselor, Ed Center (12/16/22)

Clerical/Auxiliary/Support

Hicks, Michael – Network Analyst I, Technology (11/30/22)

Jacquez Serrano, Elma – Clerk, WFHS (11/11/22)

Orozco, Pamela – Aide, Haynes (11/30/22)

Pendergraft, Savannah – Aide, Cunningham (11/04/22)

Reeder, Jason – Warehouse Manager, Warehouse (12/30/22)

TEACHER APPLICANT POOL:

Mr. Mark Lukert, seconded by Mr. Dale Harvey, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool (Exhibit A) and the addendum (Exhibit B).

Carried unanimously by a vote of 7 – 0

BOARD MATTERS:

ELECTION OF OFFICERS:

Ms. Sandra Camp, board member, nominated Mr. Mark Luckert for board president; Mr. Mike Rucker, board president, nominated Mr. Dale Harvey for board president; Ms Katherine McGregor, board member, nominated herself for board president. No majority vote received so vote was taken again with same result. After a call was made to attorney for clarification, a third vote was taken.

Ms. Katherine McGregor approved as board president by vote of 4-2-1

Ms Katherine McGregor, board member, nominated Mr. Mark Lukert for board vice president; Mr. Mike Rucker, board president, nominated Mr. Dale Harvey for board vice-president.

Mr. Mark Lukert approved as board vice-president by vote of 5-2

Mr. Mark Lukert, board member, nominated Ms Sandra Camp for board secretary.

Ms Sandra Camp approved as board secretary, no other nominations.

BOARD MINUTES:

Minutes of a special session, November 8, 2022, a public hearing, November 14, 2022, a regular meeting, November 14, 2022 and a work session, November 28, 2022.

These items will be placed on the consent agenda for the Board of Trustees regular meeting on December 12, 2022

RECESS:

Mr. Mike Rucker, board president, recessed the work session to go into closed session at 1:08 p.m.

CLOSED SESSION:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code Section 551.074)
2. Discussion of Purchase, Exchange, Lease or Value of Real Property (Pursuant to Texas Government Code Section 551.072)

ADJOURNED:

No further action was taken and Mr. Mike Rucker, board president, adjourned the meeting at 1:48 p.m.

President, Board of Trustees

Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
REGULAR MEETING DECEMBER 12, 2022**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a special session meeting on the above date. The meeting was called to order at 6:00 p.m. by Ms Katherine McGregor, board president.

Board members present: Ms. Katherine McGregor, Mr. Jim Johnson, Mr. Mark Lukert, Mr. Dale Harvey, Ms. Susan Grisel, and Ms Sandra Camp. Ms Katherine McGregor noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Dr. Peter Griffiths, Associate Superintendent, Ms. Debbie Dipprey, Executive Director of School Administration, Ms. Dayna Hardaway, Director of Human Resources, Ms. Ashley Thomas, Communications Officer, Ms. Denise Brown, Director of Finance, Ms. Vanessa Dishman, Administrative Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant-Human Resources, Ms. Michelle Wood, Director of Career Education Center, Anthony Smith, Chief of Police, WFISD, SGM Salvador Montez, USA (Ret), Lead JROTC Instructor, Ms Erin Dillard, Teacher and Ms Jennifer Fix, Teacher.

Also present were David Gray, Carol Wagner, Christi Montellano, Julian Garza, Mary Lynn Boyd, Dennis Bass Jr, Jeanette Perry, Trish Choate, TRN reporter and a reporter for KFDX.

PRESENTATION OF COLORS:

Colors were presented by the JROTC from Wichita Falls High School.

INVOCATION:

Mr. Mark Lukert gave the invocation.

STUDENT RECOGNITIONS:

Chief Anthony Smith recognized three WFISD students, Elijah Williams (Kirby Middle School), Braeylon Williams and Rickie Williams (Hirschi High School) for selflessly and heroically rescuing a mother and her three children from a vehicle accident that happened outside their home before school one morning in November. Chief Smith presented the students with a PlayStation 5 and a Game Stop gift card from funds collected by the WFISD police department as a “Thank you”.

Dr Peter Griffiths recognized nine members of the CEC's and McNiel Middle School's Texas Association of Future Educators (TAFE) that traveled to the Area 7 contest at Angelo State University. Eight students are advancing to the state contest that will take place in March, the most state qualifiers in WFISD history. Leila Dillard and Huston Smith are advancing in 2 contests. Sumaiya Alam will be an 2023-2024 Area 7 Officer and Leila Dillard will serve as an alternate. Leila is making a return trip to the state contest, after advancing last year and competing at the National level and placing 4th.

Hirschi High School

Abigail Buchanan (Breakout Session over Brain Breaks)

Rider High School

Huston Smith (Portfolio & Interactive Bulletin Board)

Reese Wood (Interactive Bulletin Board)

Isabella Chapel (Exploring Support Services Careers)

Emily Kintner (Children's Literature PreK-K)

Sumaiya Alam (Impromptu Speaking and 23-24 Area 7 Officer)

Leila Dillard (Public Speaking & Breakout Session over Brain Breaks)

- 21-22 State and National Qualifier (Exploring Support Services Careers)

- 4th Place at Nationals

Lakyn Jaimes (Breakout Session over Brain Breaks)

PUBLIC COMMENT:

Mr. David Grey, former WFISD student, spoke to the Board of Trustees about the importance of tradition and keeping the Wichita Falls High School and Rider High School mascots and colors for the new high schools. He also asked about why there is not two separate accounts for the bond funds.

SGM Salvador Montez, USA (Ret), Lead JROTC Instructor WFHS, spoke to the Board of Trustees about the WFHS JROTC program being transferred to one of the two new high schools.

Ms Carol Wagner, former student and community member, spoke to the Board of Trustees about the possibility of the financial burden of not keeping the WFHS and SH Rider High School mascots for the new high schools.

Ms Christie Montellano, parent and community member, spoke to the Board of Trustees about the importance of tradition and how the Board should find a way for all three current high school mascots to continue.

Ms. Jennifer Fix, parent and current teacher, spoke to the Board of Trustees about the significance of feeling like you belong and the tradition of the current mascots helps with that.

Mr. Julian Garza, current high school student, spoke to the Board of Trustees about keeping the mascots and names of WFHS and SH Rider High School.

Ms Mary Lynn Boyd, former student and community member, spoke to the Board of Trustees about keeping the mascots and names of WFHS and SH Rider High School.

Mr. Dennis Bass, Jr. parent and community member, spoke to the Board of Trustees about the transfer process changes and how the requirements could possibly affect the mental health of the affected students. Asked for a new plan to be implemented to address any issues caused by the change. He did not specifically state what changes he was referencing but mentioned forced relocations.

Ms Jeanette Perry, community member, spoke to the Board of Trustees about not keeping the mascots and names of WFHS and SH Rider High School and about the need to move forward with what has already been decided. That the Board should focus on students and not mascots and names.

CONSENT AGENDA:

Mr. Mark Lukert, seconded by Ms Susan Grisel, moved that the Wichita Falls Independent School District Board of Trustees approve the consent agenda with the following items: Finance Reports as of October 31, 2022, Policy Change for Transfer Requirements and Minutes.

Carried unanimously by a vote of 6 – 0

SCHOOL ADMINISTRATION:

Mr. Dale Harvey, seconded by Mr. Jim Johnson, moved that the Wichita Falls Independent School District Board of Trustees give the approval to submit a waiver to the Texas Education Agency for remote homebound instruction for one general education student as submitted by Debbie Dipprey, Executive Director of School Administration, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Under current TEA rules and policies, remote instruction not delivered through the Texas Virtual School Network (TxVSN) is not eligible for state funding unless a waiver is submitted by the school district and approved by TEA. The district currently has a student who suffers from cancer. The treatment compromises the student's

immunity. The doctor stated that the homebound teacher not be in the home if sick or recently sick or exposed to anyone sick. The student is full-time homebound. The student is provided homebound service through Google Hangout on a Chromebook. The homebound services were agreed on by the 504 committee and documented in the student's IAP. When the student is in attendance via Google Hangout, with an approved waiver, he/she can be counted as "present" for their remote time of instruction and therefore eligible for state funding.

Fiscal Note:

There is no additional cost to the district to provide this instruction.

Carried unanimously by a vote of 6 – 0

TEACHER APPLICANT POOL:

Mr. Mark Lukert, seconded by Mr. Dale Harvey, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool (Exhibit A) and contract change (Exhibit B).

Carried unanimously by a vote of 6 – 0

BOARD MATTERS:

RECESS:

Ms. Katherine McGregor, board president, recessed the work session to go into closed session at 1:08 p.m.

CLOSED SESSION:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code Section 551.074)
2. Discussion of Purchase, Exchange, Lease or Value of Real Property (Pursuant to Texas Government Code Section 551.072)

ADJOURNED:

No further action was taken and Ms. Katherine McGregor, board president, adjourned the meeting at 7: 39 p.m.

President, Board of Trustees

Secretary, Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
January 17, 2023

Agenda Item:	engage2learn Program Purchase for Kirby School Improvement		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	engage2learn Proposal		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the purchase of engage2learn for intensive school improvement services to support Kirby Middle School during the Spring Semester for the amount of \$172,095.03 as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The attached engage2learn proposal offers intensive training for Kirby staff during the Spring 2023 semester by providing in-person coaching with asynchronous support. The program is outlined for (10) Kirby teachers of STAAR subjects and (3) Kirby administrative staff to receive in-person coaching (twice weekly for 9 weeks), and provide on-line interactive support for all Kirby staff, as well as reporting on all features.

Quotes for intensive school improvement programs and services were requested from awarded TIPS Purchasing Cooperative vendors with four of the five invited vendors submitting a proposal. The engage2learn Proposal provides a model of direct and indirect support as well as reporting. Paired with current programming, the engage2learn model is expected to further strengthen Kirby teachers' skills and influence to meet the students' needs for greater learning and success.

Fiscal Note:

This purchase will be made utilizing TIPS Cooperative Contract# 220601 and will be paid from Title II, Teacher Principal Training funds. Purchases over \$100,000 require the Board of Trustees approval per policy, CH Local.

Kirby Middle School - School Improvement

A Proposal For Wichita Falls ISD
Prepared: December 16, 2022

TIPS Contract # 220601

This proposal is submitted upon request of Wichita Falls ISD and details a plan for Kirby Middle School - School Improvement, that can be further customized in collaboration between Wichita Falls ISD and Engage! Learning, LLC., dba engage2learn (e2L).

Estimated Project Timeline

Deliverable	Timeline
Teacher Coaching 36 days <ul style="list-style-type: none"> • Up to 10 coached • 5 coached per day • 18 total sessions <ul style="list-style-type: none"> ◦ (9 weeks X 2 sessions per week) 	Spring 2023
Executive Training 1 day <ul style="list-style-type: none"> • 1 day of campus assessment/planning for executive coaching 	Spring 2023
Executive Coaching 12 days <ul style="list-style-type: none"> • Up to 3 coached • 3 coached per day • 12 sessions each 	Spring 2023

Fees and Expenses

Service	e2L Team	Days	Fees
Teacher Coaching			
<ul style="list-style-type: none"> Up to 10 coached 5 coached per day 18 total sessions <ul style="list-style-type: none"> (9 weeks X 2 sessions per week) 	e2L coaching Staff	36 days	\$75,600
Executive Training			
<ul style="list-style-type: none"> 1 day of campus assessment/planning for executive coaching 	1 e2L facilitator	1 day	\$3,050
Executive Coaching			
<ul style="list-style-type: none"> Up to 3 coached 3 coached per day 12 sessions each 	e2L coaching Staff	12 days	\$30,000
Subtotal			\$108,650
eSuite® Online Talent Development Platform			
<ul style="list-style-type: none"> 5 Users (campus and District admin) 6-month Subscription Includes the following online apps: <ul style="list-style-type: none"> eGrove Coach® coaching app ePLC® professional learning app impactConsole® app for reporting on coaching, growth, and implementation 		Expires 6/30/2023	\$248
eSuite® Online Talent Development Platform MySmartCoach Add-On			
<ul style="list-style-type: none"> 50 Users (teachers on campus) Personalized, adaptive, asynchronous coaching support Includes human feedback on evidence 6-month Subscription 		Expires 6/30/2023	\$9,975
eSuite® Onboarding and Configuration		One-Time	\$2,500
e2L Project Management			
<ul style="list-style-type: none"> Determine the requirements, resources, and schedule for implementation Executive Status Reports Project Monitoring and Reporting 			\$21,730
e2L Travel Reimbursements			
<ul style="list-style-type: none"> \$600/day per onsite facilitator 		49 days	\$29,400
Total all services and fees			\$172,503

*Any increase in the scope of services will be addressed in a separate contract agreement. Fees and expenses will be invoiced monthly and payment terms are on a Net 30 basis. Prices are subject to increase on an annual basis by the greater of 4% or the Consumer Price Index (CPI). The CPI will be based on the most recently published update prior to the annual contract renewal.

TIPS Purchasing Cooperative

Wichita Falls ISD is a member of the **TIPS Purchasing Cooperative**. e2L is an awarded vendor for the **TIPS Purchasing Cooperative, Contract #220601**. All fees and expenses listed in the included Wichita Falls ISD proposal are inclusive in the TIPS Purchasing Cooperative awarded contract.

Our TIPS vendor page can be viewed [here](#).

Additional Terms

- A. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any change in the scope of services and/or fees will be addressed in an addendum to this Agreement effective only when executed by both parties hereto.
- B. Responsibilities of Engage! Learning, LLC., dba engage2learn include performing all research, planning, facilitation, presentation, and additional duties necessary for the successful completion of the project described in this proposal within the reasonable timeframe allotted in this proposal. Responsibilities of Wichita Falls ISD include providing and arranging for all meetings including expenses associated with those meetings and communications to participating parties.
- C. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Engage! Learning, LLC., dba engage2learn shall be entitled to compensation for all services provided up to the effective date of termination.
- D. Other than as expressly set out in this Agreement and the exhibits attached hereto, all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose are disclaimed.
- E. The parties agree that the exclusive remedy, and Engage! Learning, LLC., dba engage2learn's entire liability with respect to this training, shall be termination of this Agreement as set forth herein. The parties further agree that Engage! Learning, LLC., dba engage2learn shall not be liable to Wichita Falls ISD for any damages, including any lost time, expenses, or other incidental or consequential damages arising out of its use or inability to use this training or the breach of any express or implied warranty, even if Engage! Learning, LLC., dba engage2learn has been advised of the possibility of those damages.
- F. The parties acknowledge and agree to the binding terms that these services are being provided for the benefit of Wichita Falls ISD only, and it is not permissible for Wichita Falls ISD or any Wichita Falls ISD personnel to perform these services in whole or in any part thereof to others who are not a part of Wichita Falls ISD.
- G. This contract is subject to force majeure and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If delivery

of any training provided for herein as scheduled is prevented by force majeure, then the parties shall cooperate in rescheduling without penalty to either party.

- H. Engage! Learning, LLC., dba engage2learn maintains all registered copyright privileges on this unique proprietary, custom-designed process that no other company provides. There are no other agents, dealers, or educational consulting firms of any kind authorized to sell, promote, or facilitate in any way Engage! Learning, LLC., dba engage2learn products or services. Use of this material without express written authorization is strictly prohibited.
- I. This agreement shall be interpreted under the laws of Texas, and venue is proper in Nueces County, Texas.
- J. Engage! Learning, LLC., dba engage2learn affirms that it does not and will not boycott Israel during the term of this agreement. Texas Gov't Code 2270

Please complete the following Partner Contact Information

Accounts Payable (Name, email, telephone)	
Project Lead Contact (Name, email, telephone)	
eSuite® Lead Contact (Name, title, email)	
Funding Source	
Fiscal Year End Date:	
PO#	
Address of Licensor: Engage! Learning, LLC. dba engage2learn P.O. Box 695 Portland TX 78374	Address of Licensee:

By signing below, I hereby represent and warrant that I have the authority to execute this Agreement on behalf of Wichita Falls ISD and that I have read, understand, and agree with all terms and conditions contained herein, including all terms and conditions in the attached Exhibits A and B. By their signatures below, both parties have caused this Agreement to be executed and delivered by their authorized representatives as of the effective date.

Signature of District Representative

Matt Bachman, CFO, engage2learn

Printed Name/Title

Date

Date

engage2learn EIN#- 45-4211320

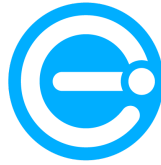


Exhibit A

eSuite[®] Software License Agreement

This Software License Agreement (this "Agreement"), effective **01/01/2023** (the "Effective Date"), is made and entered into by and between Engage! Learning, LLC., dba engage2learn ("Licensor") and **Wichita Falls ISD** ("Licensee"). Licensor and Licensee are each referred to herein as a "party" and collectively as the "parties."

- 1. Software.** The term "Software" shall mean the eSuite library of programs, materials, resources and services including but not limited to tools, message boards, chat or other content located on the site.
- 2. License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, royalty-free, paid-up license to use an executable version of the Software for Licensee's internal training purposes during the License Term for the following number of Licensed Users: **55 Users**
- 3. License Fee.** Upon execution of this Agreement, Licensee shall pay to Licensor the following License Fee: shown in Fees and Expenses Table
- 4. License Term.** Unless terminated earlier as provided herein, the term of this Agreement (the "License Term") shall be for the following number of months from the Effective Date: **6 months (6/30/2023)**
- 5. Terms and Conditions.** The terms and conditions attached hereto are a part of this Agreement and are incorporated herein by this reference.
- 6. No Modification.** This Agreement cannot be modified or amended except by a written agreement signed by an authorized representative of each party.
- 7. Acceptance.** By signing below, each party signifies that it has carefully examined and agrees to be bound by all the terms and conditions of this Agreement (including, without limitation, the terms and conditions attached hereto) as of the Effective Date stated above.

Terms and Conditions

DEFINITIONS

1. "Affiliate" means, with respect to a party, an entity that is controlled by such party. With respect to an entity, control means the ability, whether by ownership of equity interests, voting rights, contract, or otherwise, to direct the management, policy, or affairs of such entity. An entity will be considered an Affiliate only for such time as such control is maintained.
2. "Confidential Information" (as it relates to Licensor) shall mean the Software and all content, templates, videos, curriculum, drawings, diagrams, specifications, customer and supplier lists, accounting and financial information, trade secrets, business and technical "know how," processes, formulas, procedures, technology, strategies, data processing procedures, and other information or data provided to Licensee by Licensor.
3. "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work that is intentionally submitted by Licensee or a Licensed User to Licensor for inclusion in, or documentation of, any of the products owned or managed by Licensor (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Licensor, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by Licensee or its Representatives as "Not a Contribution."
4. "Including" means "including but not limited to" (whether or not capitalized).
5. "Intellectual Property Rights" means (i) copyrights and copyrightable works; whether registered or unregistered; (ii) trademarks, service marks, trade dress, logos, registered designs, trade and business names (including Internet domain names, corporate names and email address names), whether registered or unregistered; (iii) patents, patent applications, patent disclosures and inventions (whether patentable or not); (iv) trade secrets, processes, methods, data privacy rights, know-how and rights in designs, and (v) all other forms of intellectual property or any other proprietary rights of either Party or any third person in each case in every jurisdiction worldwide.
6. "Licensed User" means a Representative of Licensee who is authorized to execute the Software pursuant to this Agreement.
7. "Representatives" shall mean the directors, officers, employees, and agents of a party.
8. "Software" shall mean Licensor's computer software known as eSuite, including all related content, curriculum, templates, videos, and documentation.
9. "Source Code" shall mean all necessary instructions, tools, documents, computer programs or code in human readable language from which machine-readable, executable code can be derived.

LICENSE RESTRICTIONS

1. No Right to Transfer. The license granted herein is personal to the Licensee and does not extend to any other individuals or entities. Licensee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent from Licensor, and any purported assignment or transfer without such prior written consent shall be null and void.
2. No Right to Sublicense. Licensee shall not have any right to sublicense the rights granted herein or use the Software in a service bureau capacity or any other manner except as expressly authorized in this Agreement.
3. Limited Right to Copy. Licensee may make a copy of Licensee's original Contribution(s) and the Software's content, curriculum, templates, videos, and documentation for use under the Terms of Use during the Term of the License. Licensee shall have no right to copy or reproduce or distribute Licensor's Software except as expressly authorized in this Agreement or otherwise authorized by Licensor in writing prior to such intended copying or reproduction.
4. Reservation of Rights. Licensor reserves all rights not expressly granted herein. Except as otherwise agreed by Licensor in writing, no express or implied license or right of any kind is granted to Licensee regarding the Licensor's Software, including any right to reproduce, copy, market, sell, distribute, transfer, translate, modify, or adapt the Software. Licensee understands that no license is granted by this Agreement to the Source Code of Licensor's Software. Licensee shall not decompile, disassemble, reverse engineer, or otherwise seek to ascertain the Source Code of the Licensor's Software in any manner, except as may be expressly permitted by law.
5. Title. Licensor shall retain title to the Software. Licensee agrees that, except for Licensee's license described in this Agreement, Licensee has no right, title or interest in the Licensor's Software, in any form, or in any copies thereof, including all worldwide intellectual property rights and Confidential Information rights therein. In connection therewith, Licensee agrees at all times hereafter to keep the Licensor's Software free of all security interests, liens, encumbrances, mortgages, and claims whatsoever, and Licensee agrees that neither it nor anyone at its direction shall file a financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance or charge against the Licensor's Software.
6. License for Derivative Works. Each Licensed User is required to execute an End User License Agreement, which grants Licensor a license for Contributions made by Licensed Users to the Software
7. Ownership of Pre-Existing Works. Nothing in the Agreement is intended to convey any right, title or interest in or to any tools or proprietary items of Licensor (other than Software) that were in existence on or prior to the date of this Agreement. Nothing in the Agreement is intended to convey any right, title, or interest in or to any tools or proprietary items of Licensor (other than Software) or that are developed by Licensor during or after the term of this Agreement unless (and then only to the extent) the Agreement expressly provides.

WARRANTIES

1. THE SOFTWARE IS PROVIDED “AS IS” AND “WITH ALL FAULTS.” LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
2. Licensor represents and warrants that it has taken reasonable steps to test the Software licensed pursuant to this Agreement for viruses and to the best of its knowledge the Software is free from viruses as of the date of delivery to Licensee by Licensor. Licensor will take commercially reasonable steps to have future updates or releases of the Software, if any, delivered to Licensee free of viruses. Reasonable steps shall mean that Licensor has used then-current industry standard tools which are designed to prevent inclusion of viruses in the Software.

LIMITATION OF LIABILITY

3. NEITHER PARTY NOR ANY OF THAT PARTY’S AFFILIATES OR REPRESENTATIVES SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OVERHEAD COSTS, AND DAMAGES ARISING OUT OF COMMITMENTS TO SUBCONTRACTORS OR PERSONAL SERVICE CONTRACTS, EVEN IF LICENSOR HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, IF ANY, ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF ANY AMOUNTS RECEIVED BY LICENSOR FROM LICENSEE UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE.

CONFIDENTIALITY

4. Each party understands that during the term of the Agreement, each party may have access to and may learn Confidential Information of the other party, including technical information, Source Codes, computer programs, ideas, and other trade secrets of the other party. Each party understands that it has no title to or rights to use the other party’s Confidential Information except as expressly set forth in this Agreement.
5. Each party agrees to hold in confidence all Confidential Information of the other party and use such Confidential Information only for the purpose of this Agreement. Each party further agrees not to reproduce, distribute, or disclose the other party’s Confidential Information to a third party without first obtaining the other party’s express written consent. Each party will not disclose the other party’s Confidential Information to anyone except its authorized Representatives who have a need to know such Confidential Information to fulfill the purpose of this Agreement.
6. These restrictions shall not apply to information: (i) that is or becomes generally known through no fault of the receiving party, (ii) that the receiving party can show was in its possession prior to its receipt from the disclosing party, (iii) that the receiving party can show was received by it from a third party not prohibited from disclosing the information, or (iv) that was developed independently by the receiving party without the use of the other party’s Confidential Information or (in the case of the Licensee) Licensor’s Software.
7. If disclosure of Confidential Information is required by law, subpoena or a government authority, the receiving party may make such disclosure provided that the other party is notified in writing prior to the

disclosure and every reasonable effort is made to protect the other party's proprietary interests in such Confidential Information.

NOTICES

- All written notices from one party to the other shall be deemed to have been given if sent by facsimile transmission, electronic mail, certified mail or registered or express mail or by hand delivery to the corresponding address stated on page 1 of this Agreement. All address changes shall be communicated to the other party by notice in accordance with this section.

TERMINATION

- Licensor may terminate this Agreement if Licensee fails to cure any breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that Licensor may terminate this Agreement immediately upon notice to Licensee if Licensee breaches its confidentiality obligations under this Agreement or otherwise commits a breach that is not curable.
- Licensee may terminate this Agreement at any time during the first year of the License Term if the Software fails to perform in accordance with the specifications provided to Licensee and such failure continues for more than thirty (30) days following written notice from Licensee, and at any time during the Term if any third party makes any claim against Licensee that the Software infringes or misappropriates any Intellectual Property.
- Upon any expiration or termination of this Agreement, Licensee will immediately cease any and all use of the Software and the Confidential Information of Licensor, and Licensee will promptly and permanently delete all electronic copies, and return to Licensor or destroy, at Licensor's option, all tangible copies, of the Software and Confidential Information then in Licensee's possession and shall certify the same in writing to Licensor within 10 days after such expiration or termination.

INDEMNIFICATION

- Infringement Indemnity. Licensor agrees to indemnify, defend and hold harmless Licensee and its Affiliates, as applicable by Texas State Law, (collectively, the "Indemnitees") from and against any and all claims by third parties for damages, liabilities, penalties, fines, losses, costs and expenses including reasonable attorneys' fees (collectively, "Losses") arising from or relating to any claim or allegation that the Software violates, misappropriates or infringes any Intellectual Property Rights, or misappropriates any trade secret, of any third party or violates the terms of any third party software license contained within the Software provided as part of the Software. If any Software, in whole or in part, constitute or may constitute infringement, violation or misappropriation of any third party's Intellectual Property Rights, and/or if Licensee's use thereof is or may be enjoined, Licensor, in addition to its indemnification obligations hereunder, shall promptly either: (i) secure for Licensee rights to continue using such infringing Software; or (ii) re perform or replace such Software with comparable non infringing Software; or (iii) modify the Software so that they become non infringing. In the event Licensor is unable to procure one of the aforementioned remedies, Licensor shall, in addition to its indemnification obligations hereunder, promptly refund to Licensee all amounts paid to Licensor under this Agreement for the Software that are the subject of such infringement claim.
- General Indemnification. Either party shall indemnify, defend and hold harmless (the "Indemnifying Party") the other party (the "Indemnified Party") from and against any and all Losses arising from or relating to: (i) the gross negligence or willful misconduct of Indemnifying Party, or any of Indemnifying Party's

subcontractors, employees, or representatives; (ii) the breach of any term, covenant, or obligation contained in this Agreement, by Indemnifying Party, its subcontractors, employees or representatives; and (iii) any claim with respect to bodily injury, death or damage to tangible property sustained as a result of the acts or omissions of Indemnifying Party, its subcontractors, employees or representatives.

14. Notification, Rights and Cooperation. Indemnifying Party agrees to give Indemnified Party prompt written notice of any claim subject to indemnification; provided that Indemnifying Party's failure to promptly notify Indemnified Party shall not affect Indemnified Party's obligations hereunder except to the extent that Indemnifying Party's delay prejudices Indemnified Party's ability to defend such claim. Indemnifying Party shall have the right to defend against any such claim with counsel of its own choosing and to settle such claim as Indemnifying Party deems appropriate, provided that Indemnifying Party shall not enter into any settlement that adversely affects Indemnified Party's rights without Indemnified Party's prior written consent. Licensee agrees to reasonably cooperate with Indemnifying Party in the defense and settlement of any such claim, at Indemnifying Party's expense.

MISCELLANEOUS

15. Choice of Law and Forum. This Agreement and the agreements, instruments, and documents contemplated hereby will be governed by and constructed in accordance with the laws of the State of Texas (exclusive of conflicts of law principles) and will be deemed to call for performance in Nueces County, Texas. The parties consent to and agree to submit to the jurisdiction of such courts. Venue in any such dispute, whether in federal or state court, will be laid exclusively in Nueces County, Texas.
16. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous understandings or agreements with respect to the subject matter hereof.
17. Independent Contractor. Licensor is an independent contractor of Licensee and not an employee, agent, partner, joint venturer, representative, broker or principal of Licensee for any purpose. Neither Licensor nor any employee of Licensor shall acquire any of the rights, privileges, powers or advantages of an employee of Licensee, including disability insurance, vacation or sick pay or any other benefits available to Licensee employees. Licensor shall be solely responsible for all wages, benefits, taxes, withholdings, training, and expenses of its employees, including the employees assigned to perform Services under this Agreement.
18. No Publicity. Neither Party shall use the other Party's name or trademark in any advertising, written sales promotion, press releases and/or other publicity matters relating to this Agreement without the other Party's written consent. Licensor acknowledges that Licensee has a no publicity policy regarding its vendor relationships. Notwithstanding the above, during the Term of this Agreement only, Licensor may list Licensee's name, but not the Licensee logo, on a customer list that it provides to prospective buyers of its products or services.
19. Force Majeure. Notwithstanding any other provision of this Agreement, no Party shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or inability to perform its obligations under this Agreement if the delay or inability arises from any cause beyond the reasonable control of that Party (each, a "Force Majeure Event"); provided, however, that Licensor shall comply with any

business continuity requirements and shall use reasonable efforts to mitigate the effect and duration of such Force Majeure Event. The Parties shall promptly resume performance hereunder after the Force Majeure Event has passed; however, if a delay continues for 60 days or more, the Party not experiencing the Force Majeure Event may terminate this Agreement without penalty upon written notice to the other Party.

20. Headings. The headings used in this Agreement are for convenience of reference only and shall not be used to interpret the provisions of this Agreement.



Exhibit B

Data Use and Privacy Agreement

Effective Date: 06/27/2019

This Data Use and Privacy Agreement (“Agreement”) is made by and between Engage! Learning, LLC., dba engage2learn (“e2L”) and the Wichita Falls ISD (“District”), the owner of the data. e2L understands the extension of trust placed in us with our handling of District data that may be provided to us for the purpose of performing our services. In accordance with this responsibility, e2L agrees to handle the data in the following manner:

Definition of “Data”: Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. All PII will be treated in accordance with the:

- Texas Student Privacy Act (Texas Education Code § 32.151)
 - <https://statutes.capitol.texas.gov/Docs/ED/htm/ED.32.htm>
- Children’s Online Privacy Protection Rule (COPPA)
 - <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>
- Federal Education Rights and Privacy Act (FERPA)
 - <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>
- All applicable state and federal law

Rights and License to Data: All rights, including all intellectual property rights, shall remain the exclusive property of the District, and e2L has a limited, nonexclusive license solely for the purpose of performing its obligations and services. e2L does not have any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly needed to perform its services. Under the foregoing license, e2L shall have no right to sell or trade Data. Any Data held by e2L will be made available to the District upon request by the District.

Data Use and Collection: e2L will collect and use only Data which is necessary to fulfill its duties, provide services, and improve services to the District. e2L is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of

advertising or marketing to students or their parents is prohibited. Data and/or programs stored on District equipment will not be duplicated and/or stored by e2L on other media without the District's express permission. The District understands that e2L may rely on one or more subcontractors to perform services. e2L agrees to share the names of these subcontractors with the District upon request. All subcontractors and successor entities of e2L will be subject to the terms of this Agreement.

Data Transfer or Destruction: e2L will ensure that all District Data in its possession and in the possession of any subcontractors, or agents to which e2L may have transferred Data, are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for their specified purpose, at the request of the District.

Security Controls: e2L will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. e2L will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. e2L will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. e2L agrees to share its incident response plan upon request.

Modification of Terms of Service: e2L reserves the right to modify this Agreement and will notify the District in advance of the effective date of revisions to the terms of this Agreement. Further, e2L agrees to notify the District should there be any material change to e2L's practices of collecting or using the District's Data.