



Agenda of Board Meeting December 11, 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 December 11, 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	
A. National Merit Scholars	3
B. 2023 TSSEC State Qualifiers - Rider High School	4
C. 2023 Texas Music Scholars	5
V. PUBLIC COMMENT	
VI. REPORTS OR SPECIAL DISCUSSION ITEMS	
A. Intruder Detection Audit Report Findings	6
VII. SUPERINTENDENT REPORT	
VIII. CONSENT AGENDA	
A. Minutes from November Meetings	7
B. Construction Method for Hirschi Refresh/Repairs	17
IX. FINANCIAL SERVICES	
A. Purchase of Amplify Curriculum	18
B. TASB Membership for 2023-2024	31
C. Purchase of Career and Technology Computers	36
D. Construction Method for Food Service Warehouse Cooler Replacement	48
E. Purchase of Wall-Mounted Display Panels	49
F. Purchase of Chromebooks	51
X. HUMAN RESOURCES	
A. Applicant Pool	54
XI. BOARD MATTERS	
A. Renewal of Membership in Walsh Gallegos's Retainer Program	58
B. Closed Session:	
1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (<i>Pursuant to Texas Government Code 551.074</i>)	
2. Discussion of Purchase, Exchange, Lease or Value of Real Property (<i>Pursuant to Texas Government Code Section 551.072</i>)	
3. Discussions Regarding the Deployment, or Specific Occasions For Implementation of Security Personnel or Devices, or a Security Audit, To Include Districtwide Intruder Detection Audit (<i>Pursuant to Texas Government Code Section 551.076</i>)	
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, December 8, 2023 at 2:00 pm.

For the Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 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 Commended honors** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation:

High school juniors entered the 2024 National Merit Scholarship Program by taking the 2022 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. We are proud to have five National Merit Commended students in WFISD.

National Merit Commended

- Myles Thomas - Hirschi High School
- Sai Chada - Rider High School
- Mahdi Kabir - Rider High School
- Ben Kemp - Rider High School
- Chaitanya Reddy - Rider High School

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Presentations		
Administrator Responsible:	Kelly Strenski, Director of Fine Arts		
Presentation:	TSSEC State Qualifiers – Rider High School		
<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 **Texas State Solo and Ensemble Competition (TSSEC) State Music Qualifiers from Rider High School** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation

TSSEC State Music Qualifiers – Rider High School

Lizzy Aranda
Allie Calvert
Krista Coons
Adelynn Davenport
Brayden Jennings
Olivia Lane
Jenna Leslie
Ruby Spear
Emily Spurgers
Ava Thompson
Alexis Trujillo

Directors: *Melanie Coons and Ayrian Norman*

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Presentations		
Administrator Responsible:	Kelly Strenski, Director of Fine Arts		
Presentation:	Rider High School Texas Music 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 the **Texas Music Scholars from Rider High School** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation

The Texas Music Scholars award is given by TMEA with the following requirements:

- Is a viable member of the school’s parent musical organization for the entire school year.
- Maintains in all cumulative coursework an overall “A” average as defined by the local school district for the current school year.
- Maintains academic eligibility for the entire school year.
- Participates in all scheduled events of the parent organization.
- Attends, as an audience member, two director-approved concert events of high school, collegiate or professional level during a school year.
- Has auditioned, been selected, and participated as required in a TMEA or ATSSB organization (band, orchestra, or choir).
- Performs a UIL Prescribed Music List Class 1 solo for a competition or public performance.
- Consistently exhibits behavior, which brings honor to the parent organization, school and community.

2023 Rider High School Texas Music Scholars

Krista Coons
Olivia Lane
Emily Spurgers

Directors: *Melanie Coons & Ayrian Norman*

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Discussion of Districtwide Intruder Detection Audit Report Findings.		
Administrator Responsible:	John Strenski, Safety Coordinator		
Attachments:	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 John Strenski, Safety Coordinator, 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
December 11, 2023**

Agenda Item:	Minutes		
Administrator Responsible:	Dr. Donny Lee, Superintendent of Schools		
Attachments:	Minutes of Work Session, November 7, 2023 Minutes of Regular Meeting, November 13, 2023		
<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 November 7, 2023 and the Regular Meeting on November 13, 2023, as submitted by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The following are copies of the minutes referenced above. 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 NOVEMBER 7, 2023**

CALL TO ORDER AND OPENING STATEMENT:

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

Board members present: Ms. Katherine McGregor, Mr. Mark Lukert, Mr. Jim Johnson, Ms. Susan Grisel, Ms. Diann Scroggins, Mr. Dale Harvey and Ms. Sandra Camp. Ms. 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. Dayna Hardaway, Director of Human Resources, Ms. Ashley Thomas, Communications Officer, Ms. Leah Horton, Chief Financial Officer, Ms. Denise Brown, Director of Finance, Ms. Lauren Zotz, Director of Purchasing, Mr. Jeff Hill, Director of Elementary Curriculum, Ms. Vanessa Dishman, Administrative Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant-HR, Ms. Deb Dipprey, Executive Director of School Administration, Mr. Grant Freeman, Director of Athletics, Chief Anthony Smith, WFISD Police, Scot Hafley, Executive Director of Operations, Mr. Bryce Henderson, Curriculum Specialist, Ms. Trish Potts, Internal Auditor, Ms. Christy Nash, Director of State & Federal Programs, Mr. Chris Fain, Director of Maintenance, Ms. Betsi Morton, Contract & Risk Manager, Mr. Wayne Toulon, Accountant Supervisor, Ms. Alefia Paris-Toulon, Director of Special Education, Ms. Stephanie Parsons, Curriculum Specialist, Ms. Laurie Kinne, WFHS/Memorial Campus Principal and Dr. Cody Blair, Rider/Legacy Principal.

Also present: Mr. David Potter, Architect with DP4 Consult and Huckabee, Inc, Ms. Claire Wootton, Weaver External Audit Representative and Trish Choat, TRN Reporter

INVOCATION:

Mr. Mark Lukert gave the invocation.

PUBLIC COMMENT:

None

PRESENTATIONS:

None

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 using photo slides on the construction at Wichita Falls Legacy High School and Wichita Falls Memorial High School.

WEAVER EXTERNAL AUDIT

Ms. Claire Wootton, Weaver Audit Senior Manager, reported the results of the outside audit of the financial practices of Wichita Falls ISD. Only one Compliance Finding was issued, State Compensatory Education for TEA PIC allotment spending, which means not all of the 55% required spending of allotment was met. All other areas had no findings and unmodified opinions were given. Ms. Wootton also reported that WFISD no longer owes TEA for advanced funding based on inaccurate estimated student enrollment. Ms. McGregor commended Ms. Leah Horton, Chief Financial Officer and the Finance Department for their hard work and excellent audit results.

23-24 GOALS AND PERFORMANCE OBJECTIVES

Ms. Christy Nash, Director of State & Federal Programs, presented the 2023-2024 Goals and Performance Objectives developed by the District Advisory Committee. Board members requested additional information to explain the decisions made by the committee and asked to table voting until clarification could be provided at the next meeting of the Board of Trustees.

FINANCIAL SERVICES:

FINANCIAL REPORTS AS OF SEPTEMBER 30, 2023

Mr. Mark Lukert, seconded by Mr. Dale Harvey, motioned that the Wichita Falls Independent School District Board of Trustees approve the 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.

Carried unanimously by a vote of 7-0

BUDGET AMENDMENTS

Mr. Dale Harvey, seconded by Ms. Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve the budget amendments as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 7-0

ONE-TIME EMPLOYEE PAYMENT

Ms. Leah Horton, Chief Financial Officer, requested that the Wichita Falls Board of Trustees approve a one-time retention bonus payment to the estimated 1630 FTE WFISD employees in the net amount of one thousand dollars that would total \$1,653,977.00 as recommended by Dr. Donny Lee, Superintendent of Schools. Board members requested that this recommendation be placed on the regular agenda for the November 13, 2023 meeting instead of the consent agenda.

PURCHASE OF CONSTRUCTION AUDITOR SERVICES

Ms. Leah Horton, Chief Financial Officer, requested that the Wichita Falls Board of Trustees approve the engagement of R. L. Townsend and Associates, LLC, who serve as Certified Public Accountants specializing in external construction audit services for a total of \$150,000, as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools. The utilization of a construction audit service is to verify all charges of the Construction Manager At-Risk as well as the Architectural Firm, as associated with the entire construction project, to ensure costs are in compliance with the construction contracts. A construction audit identifies potential overcharges, opportunities for cost avoidance, and/or cost recoveries of District overpayments due to misunderstandings, oversights, or misinterpretations that may have occurred within the significant details involved in administering a construction project.

R. L. Townsend's proposal includes full-scope audit services, categorized as: audit of basic services scope, general conditions, subcontracts, payment applications, use of contingency funds and owner changes, credits, compliance with prevailing wage rates, and final cost reconciliation. The audit serves the entirety of the construction projects of Memorial High School and Legacy High School. The final report process is scheduled to be complete by the end of 2024.

This item will be placed on the consent agenda for the Board of Trustees' regular meeting on November 13, 2023

PURCHASE OF RIDER ROOF RESTORATION

Ms. Leah Horton, Chief Financial Officer, requested that the Wichita Falls Board of Trustees award the Rider High School roof restoration project to TREMCO CPG (dba, Weatherproofing Technologies, Inc-"WTI") in the amount of \$561,795.85, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. Older portions of Rider High School roofing (71,000 square feet) need repair or replacement (as reflected on Page 2 of the Proposal). After careful consideration of options to solve the aging roof issues with the best, cost-effective method, Chris Fain, Director Maintenance, recommends the purchase and installation of Geogard® Restoration roof coating. As shown on the attached Proposal, TREMCO/WTI will first make necessary repairs as needed, then prepare and wash the surface of the roof, and through a two-step application of Geogard®, coat the entire surface of each roof in sections. The coating is long-lasting, and includes 12-year full warranty coverage. In the twelfth year, reapplications are offered at approximately 60% of the original cost and extends the warranty coverage for an additional seven years. The proposed Geogard® roofing solution not only serves as full coverage leak protection, but also protects and extends the life of the roof, and because it lowers roof surface temperatures, energy use is decreased.

In comparison, the estimated cost of a complete tear-off and single-ply replacement of the 71,000 sq. ft. is \$1,305,000, and would also require relocation of electrical units and conduit lines, gas line reset/removal, and other costs estimated at over \$100,000. The restoration solution proposed purchase will utilize TexBuy cooperative award IFB #021-D, which was advertised twice in the Amarillo Globe-News and made available on TexBuy electronic bid platform. Purchasing on the TexBuy contract will also result in a rebate of approximately \$1685.00.

This item will be placed on the consent agenda for the Board of Trustees' regular meeting on November 13, 2023

RFP 2324-16-S-24 PURCHASE OF TWO (2) SCHOOL BUSES

Ms. Leah Horton, Chief Financial Officer, requested that the Wichita Falls Board of Trustees award RFP 2324-16-S-24 for the purchase of two (2) 53-Passenger Buses (with lifts) to Thomas Bus Texas for a total of \$267,800.00 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. The RFP was advertised twice in the Times Record News and published on WFISD's electronic bidding platform. Forty (40) vendors received auto-notification of the bid opportunity, four (4) external invites were issued, and two (2) vendors submitted proposals. Bus specifications were reviewed and deemed acceptable by Durham General Manager Brian Gibson. Price proposals were reviewed by Lauren Zotz, Director of Purchasing. Both vendor proposals utilize Buyboard Contract# 630-20 pricing, and require an additional District Fee of \$800.00 per PO, with a portion of the PO fee being offset by the Buyboard rebate program.

	Rush Bus Centers San Antonio, Texas		Thomas Bus Group Houston, Texas	
	Lead Time ARO	Unit Price / Total Price	Lead Time ARO	Unit Price / Total Price
Quantity 2, 53-Passenger School Bus	360 days	<i>\$138,436.00/ea</i> <i>\$276,872.00</i> <u>\$277,672.00</u>	360 days	<i>\$133,500.00/ea</i> <i>\$267,000.00</i> <u>\$267,800.00</u>

This item will be placed on the consent agenda for the Board of Trustees' regular meeting on November 13, 2023

RFP 2324-17-C-25 CATALOG: LOCAL RETAIL (WALK-IN GOODS AND SUPPLIES)

Ms. Leah Horton, Chief Financial Officer, requested that the Wichita Falls Board of Trustees award RFP 2324-17-C-25 Local Retail (Walk-in, Supplemental) to the vendors as listed on the attached, effective immediately, effective through August 31, 2025, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. The RFP was advertised twice in the Times Record News, and issued on WFISD's electronic bidding platform. One-hundred-ten (110) email invitations were issued to local brick and mortar vendors based on current vendor usage, district request and/or need, and numerous vendors were contacted by phone to be included in an effort to expand the availability of local vendors for district purchases. Eighteen (18) vendor responses were received and reviewed by Lauren Zotz, Director of Purchasing. Approval of submissions is based on a pass or fail to provide documentation as required. All eighteen (18) submissions fulfilled all proposal requirements. The local vendors awarded herein are supplemental to twenty-two (22) previously Local Retail (Walk-in) for a total of forty (40) local purchasing options for district campuses and departments. Purchase of goods from awarded local retail vendors is on an as-needed basis.

This item will be placed on the consent agenda for the Board of Trustees' regular meeting on November 13, 2023

COMMUNICATIONS:

2024-2025 DISTRICT CALENDAR APPROVAL

Mr. Mark Lukert, seconded by Ms. Sandy Camp, motioned that the Wichita Falls Independent School District Board of Trustees adopt the 2024-2025 School Calendar Draft A as presented by Ashley Thomas, Communications Officer, and recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 7-0

2024-2025 STAFF DEVELOPMENT WAIVER

Mr. Dale Harvey, seconded by Ms. Diann Scroggins, motioned that Wichita Falls Independent School District Board of Trustees approves the request to submit an application for expedited and general state waiver for a reduction in instructional days for 2024-2025 in order to provide staff development as prepared by Ashley Thomas, Communications Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 7-0

SCHOOL ADMINISTRATION:

SCIENCE TEXTBOOK COMMITTEE

Ms. Sandy Camp, seconded by Ms. Susan Grisel, motioned that the Wichita Falls Independent School District Board of Trustees approve the list of committee members for the Instructional Materials Adoption Committee for Proclamation 2024 Science Textbook Adoption as submitted by Debbie Dipprey, Executive Director of School Administration and as recommended by Dr. Lee, WFISD Superintendent of Schools. Through Proclamation 2024, the Texas Education Agency will release funds to districts for the purchase of new instructional materials for Science K-12. Instructional Materials Adoption Committees are comprised of classroom teachers, parent volunteers and community members who are charged to make decisions regarding instructional materials. Pending approval of the committees, the next steps in the process include:

- November: General meeting of textbook committees
- December: Sub-committee meetings
- January: Publisher Hearing at Region IX ESC
- February: General meeting of the textbook committees
- March: Recommendations presented to the WFISD Board of Trustees

Carried unanimously by a vote of 7-0

NEW HIGH SCHOOLS PLANNING UPDATE

Ms. Laurie Kinne, WFHS/Memorial Principal, and Dr Cody Blair, Rider/Legacy Principal, gave an update regarding newly chosen staff, the schedule for staffing, district department meetings and student involvement committees for the two new high schools, Legacy and Memorial.

DISTRICT SERVICES AND OPERATIONS:

HARRELL CAMPUS STATUS

Dr. Peter Griffiths, Associate Superintendent, requested that the Wichita Falls Independent School District Board of Trustees discuss the demolition of the Harrell campus due to the extent of the August 10, 2023 storm damage as recommended by Dr. Donny Lee, Superintendent of Schools. After much discussion, Board Members requested the agenda item be added to the agenda for the next regularly scheduled board meeting for more discussion and a final vote.

HUMAN RESOURCES:

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).

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.

Carried unanimously by a vote of 7-0

BOARD MATTERS:

BOARD MINUTES:

Minutes of a work session, October 10, 2023 and a regular meeting, October 16, 2023.

These items will be placed on the consent agenda for the Board of Trustees' regular meeting on November 13, 2023

TEACHER DRESS CODE:

Ms. Katherine McGregor asked for board members discussion of the staff dress code policy, specifically visible tattoos and jeans as approved attire. Several teachers have spoken to the board in the Public Comment forum of meetings and Dr. Lee sent a district wide survey regarding the topics where the over whelming majority were in favor of both. After

a lengthy discussion it was decided to place the items on the regular agenda at the next scheduled Board of Trustees meeting.

RECESS:

Ms. Katherine McGregor, board president, recessed the work session to go into closed session at 2:42pm.

CLOSED SESSION:

Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)

ADJOURNED:

No further action was taken and Ms. Katherine McGregor, board president, adjourned the meeting at 3:19 p.m

President, Board of Trustees

Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
REGULAR SESSION MEETING NOVEMBER 13, 2023**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a work 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. Mark Lukert, Ms. Susan Grisel, Mr. Jim Johnson, Mr. Dale Harvey, Ms. Sandy Camp and Ms. Diann Scroggins. Ms. 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. Deb Dipprey, Executive Director of School Administration, Ms. Ashley Thomas, Communications Officer, Ms. Leah Horton, Chief Financial Officer, Mr. Scot Hafley, Executive Director of Operations, Ms. Vanessa Dishman, Administrative Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant- HR, Chief Anthony Smith, WFISD Police, Mr. Grant Freeman, Director of Athletics, Mr. Jeff Hill, director of Elementary Curriculum, Ms. Trish Potts, Internal Auditor, Ms. Cyndy Kohl, Director of Student Evaluation, Ms. Christy Nash, Director of State & Federal Programs, Mr. Carl Wiersma, Rider High School Teacher and Mr. Ronald Williams, Hirschi JROTC Instructor

Also present: a KFDX reporter, KAUZ reporter and Trish Choat, TRN reporter

PRESENTATION OF COLORS:

Hirschi JROTC presented the colors.

INVOCATION:

Ms. Susan Grisel gave the invocation.

PRESENTATIONS:

RIDER HIGH SCHOOL GIRLS SOCCER TEAM 22-23 UNITED SOCCER COACHES TEAM ACADEMIC AWARD

Mr. Grant Freeman, Director of Athletics, introduced Mr. Carl Wiersma, Girls soccer coach at Rider, Mr. Wiersma asked that the Wichita Falls Independent School District Board of Trustees recognizes the 22-23 Rider High School Girls Soccer Team on earning the United Soccer Coaches Team Academic Award as submitted and recommended by Dr. Donny Lee, Superintendent.

The Rider High School Girls Soccer team has been recognized with the United Soccer Coaches Team Academic Award for their exemplary performance in the classroom during the 22-23 academic year. United Soccer Coaches annually celebrates the academic achievements of high school soccer teams whose student-athletes collectively demonstrate a commitment to excellence in their studies over the course of a full academic year. To qualify for the award, the team must have a minimum grade point average of 3.25 for the entire academic year.

RIDER HIGH SCHOOL GIRLS SOCCER TEAM ETHICS AND SPORTSMANSHIP AWARD

Carl Wiersma, Girls soccer coach at Rider, Mr. Wiersma asked that the Wichita Falls Independent School District Board of Trustees recognizes the 22-23 Rider High School Girls Soccer Team on earning the United Soccer Coaches Silver Team Ethics and Sportsmanship Award as submitted and recommended by Dr. Donny Lee, Superintendent. The Rider High School Girls Soccer team has been named a recipient of the Team Ethics and Sportsmanship Award for high school programs competing in the 2022-23 winter season. Only 16 teams across the country were recognized for exhibiting fair play, sporting behavior and adherence to the laws of the game. The Rider Girls received the Silver Award.

The Team Ethics and Sportsmanship Award is given to United Soccer Coaches members at four levels. Teams honored at the platinum level went an entire season without a player or coach receiving a yellow card or red card. Teams honored at the gold (1-10%), silver (11-30%) and bronze (31-50%) levels are based on a percentage calculated by the total number of cards received by players and coaches divided by the team's total number of games played.

RIDER HIGH SCHOOL GIRLS SOCCER THSCA 5 A SUPER ELITE TEAM

Carl Wiersma, Girls soccer coach at Rider, Mr. Wiersma asked that the Wichita Falls Independent School District Board of Trustees recognize Rider High School Girls Soccer players on being named to the Texas High School Coaches Association 5A Super Elite Team as submitted and recommended by Dr. Donny Lee, Superintendent. Only 18 players out of all 5A girls soccer teams were named to the THSCA 5A Super Elite Team. We are proud that Rider High School had three of those 18 selections.

THSCA 5A Super Elite Team:

Allie Vasquez - Goal Keeper MVP
Jimena Rodriguez - Forward MVP
Bella Pillow – Defender

PUBLIC COMMENT:

None

SUPERINTENDENT'S REPORT:

Dr. Donny Lee gave a detailed report using photo slides on the following:

- Current Enrollment 12,878, ADA 94.26%
- Legislative Update on Vouchers:
 - Session #4 beginning this week
 - Gov Abbott state he would have as many sessions as it will take to pass vouchers
- Kirby Middle School Status
 - No updates since the announcement from TEA that it would not be an F campus if ratings are released.
 - Same for Southern Hills Elementary
- Legacy and Memorial High Schools Staff Announced
 - WF Legacy Band/Orchestra Director
 - Mr. James “Loy” Studer
 - WF Legacy Choir Director
 - Ms. Sarah Cook
 - WF Memorial Band Director
 - Mr. Michael Walta
 - WF Memorial Choir Director
 - Ms. Melanie Coons
- Veterans Day Program
 - Great job by the campuses involved & Community Relations Department
- Campus visits since last report:
 - Milam
 - Franklin
 - Southern Hills
 - Brook Village
 - Zundy
 - Fain
 - Scotland Park
 - Crockett
 - BT Washington
 - Cunningham
 - Fowler
 - Hirschi
- Facebook Live
 - Jackson Norrie 3rd grader from Crockett Elementary did a fabulous job
- West Awards & IDEA Grants
 - Awards and Grants were delivered November 8 & 10th
- Area Football Playoffs
 - Hirschi vs Seminole-Friday 11/17 in Colorado City at 7:00pm
 - Rider vs Lake Dallas-11/17 in Mineral Wells at 7:00pm

CONSENT AGENDA:

PURCHASE OF CONTRUCTION AUDITOR SERVICES
RFP 2324-16-S-24 PURCHASE OF TWO (2) BUSES
RFP 2324-17-C-25 CATALOG LOCAL RETAIL (WALK-IN GOOD & SUPPLIES)
PURCHASE OF RIDER ROOF RESTORATION
MINUTES FROM OCTOBER MEETINGS

Mr. Mark Lukert, seconded by Ms. Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve items placed on the Consent Agenda at the October 10, 2023 meeting.

Carried unanimously by a vote of 7 – 0

REPORTS OR SPECIAL DISCUSSION ITEMS:

23-24 GOALS AND PERFORMANCE OBJECTIVES

Ms. Christy Nash, Director of State & Federal Programs, presented the 2023-2024 Goals and Performance Objectives developed by the District Advisory Committee. Board members requested additional information to explain the decisions made by the committee and asked to table voting until clarification could be provided at the next meeting of the Board of Trustees

SCHOOL ADMINISTRATION:

APPROVAL FOR SUBMISSION OF THE 2023 LEARNING ACCELERATION SUPPORT (LASO) GRANT

Ms. Sandy Camp, seconded by Mr. Mark Lukert, moved that the Wichita Falls Independent School District Board of Trustees the Wichita Falls Independent School District Board of Trustees approve the submission of the 2023 LASO grant as submitted by Christy Nash, Director of Federal Programs, Jeff Hill, Director of Elementary Curriculum and as recommended by Dr. Donny Lee, Superintendent of Schools. The Texas Education Agency provides the opportunity for districts to obtain grant funds to support implementation of instructional materials and high-quality professional learning for teachers, instructional coaches, and administrators. Grant funds will be used to support the implementation of the Eureka math curriculum in grades K-5 at Booker T Washington Elementary School, Burgess Elementary School, and Southern Hills Elementary School for the 2024-2025 school year.

Carried unanimously by a vote of 7 – 0

STAAR ASSESSMENT PRESENTATION

Ms. Deb Dipprey, Executive Director of School Administration presented to the Wichita Falls Independent School District Board of Trustees information regarding the STAAR state testing raw data results. Graphs were shown comparing 2022 and 2023 results using the percent of students by performance level in four categories; Did Not Meet, Approaches, Meets and Masters in subjects tested as well as comparing WFISD percentages to the state of Texas percentages for the same. There was little improvement, if any, in results from 2022 to 2023.

FINANCIAL SERVICES:

ONE TIME EMPLOYEE PAYMENT

Ms. Diann Scroggins, seconded by Mr. Dale Harvey, moved that the Wichita Falls Independent School District Board of Trustees approve a one-time payment to all full time WFISD employees in the amount of \$1,000.00 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 7 – 0

FOOD SERVICE EXCESS FUND BALANCE EXPENDITURE PLAN

Mr. Mark Lukert, seconded by Ms. Sandy Camp, moved That the Wichita Falls Independent School District Board of Trustees approve the Texas Department of Agriculture approved district plan to expend the Food Service excess fund balance as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. A plan has been developed that would allow the Food Service excess fund balance to be utilized in the purchase of kitchen and bistro equipment, kitchen renovations, as well as, technology and equipment upgrades. The excess fund balance plan has been submitted and approved by the Texas Department of Agriculture. The plan includes serving line updates to Burgess Elementary, Crockett Elementary, Fain Elementary, and Fowler Elementary. Booker T Washington Elementary, Hirschi High School, and Rider High School will receive cafeteria and kitchen upgrades.

Bistro equipment for Legacy High School and Memorial High School will be purchased, as well as, Food Service food delivery vans and a delivery box truck. The plan also includes upgraded computers and monitors for the department and replacing the warehouse cooler. All purchases, renovations, and upgrades have an estimated time of completion of July 2025.

Carried unanimously by a vote of 7 – 0

DISTRICT PROGRAMS AND OPERATIONS:

HARRELL STATUS

Ms. Susan Grisel, seconded by Ms. Sandy Camp, moved that the Wichita Falls Independent School District Board of Trustees consider/approve the demolition of Harrell as submitted by Dr. Peter Griffiths, Associate Superintendent, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried by a vote of 6 – 1

HUMAN RESOURCES:

INCENTIVE PAY FOR EARLY RETIREMENT/RESIGNATION NOTICE

Mr. Jim Johnson, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the recommendation to allow an ‘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 December 1, 2023 and received by Wednesday, January 31, 2024 for the end of the 2023-2024 contract year as submitted by Dayna Hardaway, Director of Human Resources and as recommended by Dr. Donny Lee, Superintendent of Schools

Carried unanimously by a vote of 7– 0

TEACHER APPLICANT POOL

Ms. Diane Scroggins, seconded by Mr. Mark Lukert, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool (Exhibit B.)

Carried unanimously by a vote of 7 – 0

BOARD MATTERS:

STAFF DRESS CODE

Ms. Susan Grisel, seconded by Ms. Sandy Camp, moved that the Wichita Falls Independent School District Board of Trustees approve to change policy DH(Regulation) staff dress code to allow staff to wear jeans every day of the week as submitted and recommended by Dr. Donny Lee, Superintendent of Schools

Failed by a vote of 3-4

STAFF TATTOO POLICY

Mr. Mark Lukert, seconded by Ms. Susan Grisel, moved that the Wichita Falls Independent School District Board of Trustees approve the change in policy DH (Regulation) staff dress code to allow tattoos that are conducive to the professional setting be uncovered at work as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried by a vote of 5- 2

RECESS:

Ms. Katherine McGregor, board president, recessed the meeting to go into closed session at 8:03 pm.

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 551.074)

ADJOURNED

No further action was taken and Ms. Katherine McGregor, board president, adjourned the meeting at 8:44p.m.

President, Board of Trustees

Secretary, Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Construction Method for Hirschi Refresh/Repairs		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	No Attachments		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees review the construction methods and designate the methodology to be utilized for the refresh and repairs of Hirschi High School as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Refresh and repair projects exceeding \$50,000 are considered "construction," and per Policy CV(Local), "Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000."

Options for construction method include the following Board Policies:

- CVA – Competitive Bidding (Traditional Method)
- CVB – Competitive Sealed Proposals (Traditional Method)
- CVC – Construction Manager-Agent
- CVD – Construction Manager-at-Risk
- CVE – Design-Build
- CVF – Job Order Contracts

The Board may select the method solely at the Board’s discretion, or may consider district staff recommendation of the most advantageous method(s) expected to result in on-time and within budget results.

Design-Build (CVE) is not as common as other methods, but is a bit of a faster option considering the procurement is a one-step approach, assuming the awardee is properly licensed as both an architect and a contractor. In this method, a contract is established with a single vendor, the design-build team, which includes both the design and construction professionals. In this method the design and construction phases overlap, allowing for a faster project delivery, as well as establishes for a single point of contact and responsibility for both design and construction.

Fiscal Note:

As per Policy CV-Legal, "If the *Board of Trustees* considers a construction contract using a method authorized by Government Code Chapter 2269 other than competitive bidding must, before advertising, determine which method provides the best value for the District."

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Purchase of Amplify Curriculum		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Amplify Quote Q-317838-7		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the purchase of Amplify Curriculum from Amplify in the amount of \$430,182.50, as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Amplify curriculum was purchased at no charge (paid by TEA) for the first three schools to utilize it as part of a pilot program, at Southern Hills Elementary, Burgess Elementary, and Booker T Washington Elementary. The positive feedback of the program thus far has led to the expansion of the curriculum to five more elementary campuses. The attached Amplify quote includes Curriculum supports for Scotland Park Elementary, Zundy Elementary, Fain Elementary, Cunningham Elementary, and Franklin Elementary, and utilizes TIPS Contract 210902.

Fiscal Note:

This purchase will be made utilizing TIPS Cooperative Contract# 210902 and will be paid from donor funds provided specifically for this expenditure. Expenditures over \$100,000 require the Board of Trustees approval per policy, CH Local.



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-314838-7
Date: 11/27/2023
Expires On: 12/27/2023

TIPS Contract # 210902.

Customer Contact Information

Jeff Hill
Wichita Falls Ind Sch District
(940) 720-3314
jshill@wfid.net

Amplify Contact Information

Julie Godfrey
Account Executive
(817) 360-0527
jgodfrey@amplify.com

SCOTLAND PARK ELEMENTARY

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX GK Complete Teacher Kit - 1yr (2024-2025)	\$1,824.00	1	0	\$1,824.00	\$0.00
Amplify SLAR Texas GK Complete Student Kit - 1yr (2024-2025)	\$117.00	0	25	\$0.00	\$2,925.00
Amplify TX SLAR GK Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify SLAR Texas GK Habilidades y Destrezas Big Book Set	\$700.00	0	1	\$0.00	\$700.00
Amplify ELAR Texas GK Complete Teacher Kit - 1yr (2024-2025)	\$1,400.00	3	0	\$4,200.00	\$0.00
Amplify ELAR Texas GK Complete Student Kit - 1yr (2024-2025)	\$185.00	0	75	\$0.00	\$13,875.00
Amplify TX ELAR GK Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00
Amplify TX GK Skills Big Book Set	\$285.00	0	3	\$0.00	\$855.00
Amplify ELAR Texas G1 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	3	0	\$4,050.00	\$0.00
Amplify ELAR Texas G1 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	75	\$0.00	\$13,350.00
Amplify TX ELAR G1 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00
Amplify TX G1 Skills Big Book Set	\$275.00	0	3	\$0.00	\$825.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G1 Complete Teacher Kit - 1yr (2024-2025)	\$1,965.00	1	0	\$1,965.00	\$0.00
Amplify SLAR Texas G1 Complete Student Kit - 1yr (2024-2025)	\$117.00	0	25	\$0.00	\$2,925.00
Amplify TX SLAR G1 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify SLAR Texas G1 Habilidades y Destrezas Big Book Set	\$375.00	0	1	\$0.00	\$375.00
Amplify ELAR Texas G2 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	3	0	\$4,050.00	\$0.00
Amplify ELAR Texas G2 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	75	\$0.00	\$13,350.00
Amplify TX ELAR G2 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00
Amplify SLAR TX G2 Complete Teacher Kit - 1yr (2024-2025)	\$1,965.00	1	0	\$1,965.00	\$0.00
Amplify SLAR Texas G2 Complete Student Kit - 1yr (2024-2025)	\$117.00	0	25	\$0.00	\$2,925.00
Amplify TX SLAR G2 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify SLAR TX G3 Complete Teacher Kit - 1yr (2024-2025)	\$1,408.00	1	0	\$1,408.00	\$0.00
Amplify SLAR TX G3 Complete Student Kit - 1yr (2024-2025)	\$104.00	0	25	\$0.00	\$2,600.00
Amplify TX SLAR G3 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify ELAR Texas G3 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	2	0	\$2,560.00	\$0.00
Amplify ELAR Texas G3 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	50	\$0.00	\$8,650.00
Amplify TX ELAR G3 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify TX ELAR G3 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
Amplify SLAR TX G4 Complete Teacher Kit - 1yr (2024-2025)	\$1,408.00	1	0	\$1,408.00	\$0.00
Amplify SLAR TX G4 Complete Student Kit - 1yr (2024-2025)	\$104.00	0	25	\$0.00	\$2,600.00
Amplify TX SLAR G4 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify ELAR Texas G4 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	2	0	\$2,560.00	\$0.00
Amplify ELAR Texas G4 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	50	\$0.00	\$8,650.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G4 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify TX ELAR G4 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
Amplify SLAR TX G5 Complete Teacher Kit - 1yr (2024-2025)	\$1,408.00	1	0	\$1,408.00	\$0.00
Amplify SLAR TX G5 Complete Student Kit - 1yr (2024-2025)	\$104.00	0	25	\$0.00	\$2,600.00
Amplify TX SLAR G5 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify ELAR Texas G5 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	2	0	\$2,560.00	\$0.00
Amplify ELAR Texas G5 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	50	\$0.00	\$8,650.00
Amplify TX ELAR G5 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify TX ELAR G5 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
TOTAL				\$32,583.00	\$91,555.00

ZUNDY ELEMENTARY

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas GK Complete Teacher Kit - 1yr (2024-2025)	\$1,400.00	3	0	\$4,200.00	\$0.00
Amplify ELAR Texas GK Complete Student Kit - 1yr (2024-2025)	\$185.00	0	75	\$0.00	\$13,875.00
Amplify TX ELAR GK Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00
Amplify TX GK Skills Big Book Set	\$285.00	0	3	\$0.00	\$855.00
Amplify SLAR TX GK Complete Teacher Kit - 1yr (2024-2025)	\$1,824.00	2	0	\$3,648.00	\$0.00
Amplify SLAR Texas GK Complete Student Kit - 1yr (2024-2025)	\$117.00	0	50	\$0.00	\$5,850.00
Amplify TX SLAR GK Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify SLAR Texas GK Habilidades y Destrezas Big Book Set	\$700.00	0	2	\$0.00	\$1,400.00
Amplify ELAR Texas G1 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	3	0	\$4,050.00	\$0.00
Amplify ELAR Texas G1 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	75	\$0.00	\$13,350.00
Amplify TX ELAR G1 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX G1 Skills Big Book Set	\$275.00	0	3	\$0.00	\$825.00
Amplify SLAR TX G1 Complete Teacher Kit - 1yr (2024-2025)	\$1,965.00	2	0	\$3,930.00	\$0.00
Amplify SLAR Texas G1 Complete Student Kit - 1yr (2024-2025)	\$117.00	0	50	\$0.00	\$5,850.00
Amplify TX SLAR G1 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify SLAR Texas G1 Habilidades y Destrezas Big Book Set	\$375.00	0	2	\$0.00	\$750.00
Amplify ELAR Texas G2 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	3	0	\$4,050.00	\$0.00
Amplify ELAR Texas G2 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	75	\$0.00	\$13,350.00
Amplify TX ELAR G2 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00
Amplify SLAR TX G2 Complete Teacher Kit - 1yr (2024-2025)	\$1,965.00	2	0	\$3,930.00	\$0.00
Amplify SLAR Texas G2 Complete Student Kit - 1yr (2024-2025)	\$117.00	0	50	\$0.00	\$5,850.00
Amplify TX SLAR G2 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify ELAR Texas G3 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	1	0	\$1,280.00	\$0.00
Amplify ELAR Texas G3 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	25	\$0.00	\$4,325.00
Amplify TX ELAR G3 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify TX ELAR G3 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
Amplify SLAR TX G3 Complete Teacher Kit - 1yr (2024-2025)	\$1,408.00	1	0	\$1,408.00	\$0.00
Amplify SLAR TX G3 Complete Student Kit - 1yr (2024-2025)	\$104.00	0	25	\$0.00	\$2,600.00
Amplify TX SLAR G3 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify TX SLAR G3 Activity Book Set	\$47.50	0	25	\$0.00	\$1,187.50
Amplify ELAR Texas G4 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	2	0	\$2,560.00	\$0.00
Amplify ELAR Texas G4 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	50	\$0.00	\$8,650.00
Amplify TX ELAR G4 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify TX ELAR G4 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G5 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	3	0	\$3,840.00	\$0.00
Amplify ELAR Texas G5 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	75	\$0.00	\$12,975.00
Amplify TX ELAR G5 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00
Amplify TX ELAR G5 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
TOTAL				\$35,646.00	\$97,392.50

FAIN ELEMENTARY

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas GK Complete Teacher Kit - 1yr (2024-2025)	\$1,400.00	4	0	\$5,600.00	\$0.00
Amplify ELAR Texas GK Complete Student Kit - 1yr (2024-2025)	\$185.00	0	100	\$0.00	\$18,500.00
Amplify TX ELAR GK Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	100	0	\$500.00	\$0.00
Amplify TX GK Skills Big Book Set	\$285.00	0	4	\$0.00	\$1,140.00
Amplify ELAR Texas G1 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	4	0	\$5,400.00	\$0.00
Amplify ELAR Texas G1 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	100	\$0.00	\$17,800.00
Amplify TX ELAR G1 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	100	0	\$500.00	\$0.00
Amplify TX G1 Skills Big Book Set	\$275.00	0	4	\$0.00	\$1,100.00
Amplify ELAR Texas G2 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	4	0	\$5,400.00	\$0.00
Amplify ELAR Texas G2 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	100	\$0.00	\$17,800.00
Amplify TX ELAR G2 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	100	0	\$500.00	\$0.00
Amplify ELAR Texas G3 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	2	0	\$2,560.00	\$0.00
Amplify ELAR Texas G3 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	50	\$0.00	\$8,650.00
Amplify TX ELAR G3 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify TX ELAR G3 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
Amplify ELAR Texas G4 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	2	0	\$2,560.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G4 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	50	\$0.00	\$8,650.00
Amplify TX ELAR G4 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify TX ELAR G4 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
Amplify ELAR Texas G5 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	2	0	\$2,560.00	\$0.00
Amplify ELAR Texas G5 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	50	\$0.00	\$8,650.00
Amplify TX ELAR G5 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify TX ELAR G5 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
TOTAL				\$26,330.00	\$87,990.00

CUNNINGHAM ELEMENTARY

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas GK Complete Teacher Kit - 1yr (2024-2025)	\$1,400.00	3	0	\$4,200.00	\$0.00
Amplify ELAR Texas GK Complete Student Kit - 1yr (2024-2025)	\$185.00	0	75	\$0.00	\$13,875.00
Amplify TX ELAR GK Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00
Amplify TX GK Skills Big Book Set	\$285.00	0	3	\$0.00	\$855.00
Amplify ELAR Texas G1 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	3	0	\$4,050.00	\$0.00
Amplify ELAR Texas G1 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	75	\$0.00	\$13,350.00
Amplify TX ELAR G1 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00
Amplify TX G1 Skills Big Book Set	\$275.00	0	3	\$0.00	\$825.00
Amplify ELAR Texas G2 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	3	0	\$4,050.00	\$0.00
Amplify ELAR Texas G2 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	75	\$0.00	\$13,350.00
Amplify TX ELAR G2 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00
Amplify ELAR Texas G3 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	3	0	\$3,840.00	\$0.00
Amplify ELAR Texas G3 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	75	\$0.00	\$12,975.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G3 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	75	0	\$375.00	\$0.00
Amplify ELAR Texas G4 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	1	0	\$1,280.00	\$0.00
Amplify ELAR Texas G4 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	25	\$0.00	\$4,325.00
Amplify TX ELAR G4 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify TX ELAR G4 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
Amplify ELAR Texas G5 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	1	0	\$1,280.00	\$0.00
Amplify ELAR Texas G5 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	25	\$0.00	\$4,325.00
Amplify TX ELAR G5 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify TX ELAR G5 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
TOTAL				\$20,450.00	\$67,680.00

FRANKLIN ELEMENTARY

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas GK Complete Student Kit - 1yr (2024-2025)	\$185.00	0	100	\$0.00	\$18,500.00
Amplify ELAR Texas GK Complete Teacher Kit - 1yr (2024-2025)	\$1,400.00	4	0	\$5,600.00	\$0.00
Amplify TX ELAR GK Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	100	0	\$500.00	\$0.00
Amplify TX GK Skills Big Book Set	\$285.00	0	4	\$0.00	\$1,140.00
Amplify ELAR Texas G1 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	4	0	\$5,400.00	\$0.00
Amplify ELAR Texas G1 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	100	\$0.00	\$17,800.00
Amplify TX ELAR G1 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	100	0	\$500.00	\$0.00
Amplify TX G1 Skills Big Book Set	\$275.00	0	4	\$0.00	\$1,100.00
Amplify ELAR Texas G2 Complete Teacher Kit - 1yr (2024-2025)	\$1,350.00	4	0	\$5,400.00	\$0.00
Amplify ELAR Texas G2 Complete Student Kit - 1yr (2024-2025)	\$178.00	0	100	\$0.00	\$17,800.00
Amplify TX ELAR G2 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	100	0	\$500.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G3 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	25	\$0.00	\$4,325.00
Amplify ELAR Texas G3 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	1	0	\$1,280.00	\$0.00
Amplify TX ELAR G3 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	25	0	\$125.00	\$0.00
Amplify TX ELAR G3 Activity Book Set	\$38.00	0	75	\$0.00	\$2,850.00
Amplify ELAR Texas G4 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	50	\$0.00	\$8,650.00
Amplify ELAR Texas G4 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	2	0	\$2,560.00	\$0.00
Amplify TX ELAR G4 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify TX ELAR G4 Activity Book Set	\$38.00	0	75	\$0.00	\$2,850.00
Amplify ELAR Texas G5 Complete Student Kit - 1yr (2024-2025)	\$173.00	0	50	\$0.00	\$8,650.00
Amplify ELAR Texas G5 Complete Teacher Kit - 1yr (2024-2025)	\$1,280.00	2	0	\$2,560.00	\$0.00
Amplify TX ELAR G5 Multimedia Hub Student License - 1yr (2024-2025)	\$5.00	50	0	\$250.00	\$0.00
Amplify TX ELAR G5 Activity Book Set	\$38.00	0	50	\$0.00	\$1,900.00
TOTAL				\$24,925.00	\$85,565.00

Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$44,689.32	\$44,689.32	\$0.00

TOTAL DISCOUNT \$184,623.32
 GRAND TOTAL \$430,182.50

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2024 until 06/30/2025.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more

of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](#) available at [amplify.com/acceptable-use](#) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](#)).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](#) at [amplify.com/customer-privacy](#) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN

ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	TASB Membership for 2023-2024
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	Summary of Fees and Services
<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 accepts the recommendation to approve the Texas Association of School Boards membership for a total of \$11,500 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Membership fees and some elective services are included in this agreement with TASB. The TASB services the district utilizes are TASB law updates, Boardbook, Policy Service, BuyBoard, and Risk Management Services.

Fiscal Note:

This purchase is budgeted in the General Fund.



2022-2023 TASB Membership Snapshot: Wichita Falls ISD

TASB Active Membership consists of the boards of Texas public school districts and education service centers that pay membership fees. Active Members have voting privileges in the Association and may participate in all TASB services subject to program eligibility. TASB provides or supports these services with member needs in mind, to lessen their burdens of government. All services are offered or administered by TASB (directly or through its subsidiary) and require TASB membership for access. For more information, please see the [TASB Active Member Benefits flyer](https://tasb.org/membership-benefits) at tasb.org/membership-benefits.

TASB Active Membership and Core Benefits

Products & Services	Membership & Fees Paid	Notes	District Details
TASB Active Membership*	\$11,000.00	TASB members receive a wide variety of services for membership, including legal services, legislative and regulatory information and advocacy, timely publications, training, and access to other services at member prices. For more information, please see the TASB Active Member Benefits flyer at tasb.org/membership-benefits .	
Legal Services	Included with Membership	Legal Services offers both free online resources for TASB Members and secured resources for subscribers. Included in TASB Membership is the opportunity for district contacts to consult by phone with a school attorney. Free access to the TASB School Law Update Newsletter is available to board members, superintendents, and designated administrators. Additional fee-based services include annual subscriptions to the TASB School Law Update Newsletter Plus, and the Legal Research Library.	TASB Law Update Newsletter Plus: None The Legal Research Library** : None

TASB Elective Services

Members may opt in to products and services designed to bring efficiencies and cost-savings to participants.

BoardBook Premier	Tier 1 Subscription: \$1,500.00 Tier 2 Subscription: None	BoardBook is an all-in-one web-based meeting preparation software that helps meeting managers organize materials, communicate with attendees, conduct meetings, and document the results.	
Executive Search Services	Services Fee: None	TASB Executive Search Services (ESS) provides a customized search process to assist school boards in hiring a superintendent. ESS considers the district's specific needs and priorities to identify and attract the best superintendent candidates for the district and supports the board through each step of the hiring process.	

Billing cycles: * Jan - Dec; ** July - June; † Oct - Sept; All else Sept - Aug 32



2022-2023 TASB Membership Snapshot: Wichita Falls ISD

TASB Elective Services

Members may opt in to products and services designed to bring efficiencies and cost-savings to participants.

Products & Services	Membership & Fees Paid	Notes	District Details
Facility Services	<p>Environmental Membership: \$4,374.00</p> <p>Planning Membership: None</p> <p>Construction Consulting: None</p>	<p>Facility Services, along with its preferred providers, offers a wide array of programs tailored to school districts to assist with facilities-related matters. Services include:</p> <ul style="list-style-type: none"> - Environmental (asbestos management, indoor air quality, and lead management) - Planning (facility assessments, demographic services, long-range facility planning, maintenance and operations staffing analysis, and bond election planning and assistance) - Construction consulting (consulting assistance during design and preconstruction, construction, and postconstruction and project close-out phases) 	<p>Environmental Services: None</p> <p>Planning Services: None</p> <p>Consultant Fee: None</p>
HR Services	<p>HR Services Membership[†]: \$2,500.00</p>	<p>HR Services provides access to an online library of reference information, model forms, handbooks, job descriptions, and HRDataSource™. HRDataSource™ provides online access to survey data and the ability to create custom benchmarking reports on pay, benefits, policies, and practices. Additional consulting services, training events, and publications are available to members at reduced prices.</p>	<p>HR Services Consulting Projects: None</p> <p>In District Workshops: None</p>
Policy Service	<p>Policy Service Membership: \$1,750.00</p> <p>Policy Online Membership: \$1,200.00</p> <p>District Initiated (Local District Updates): \$742.00</p> <p>Policy Numbered Updates: \$2,283.45</p>	<p>Policy Service provides members with updates to the district's local policy manual, <i>TASB Policy Reference Manual</i>, <i>TASB Regulations Resource Manual</i>, <i>TASB Model Student Handbook</i> and <i>Model Student Code of Conduct</i>, and legal tips. TASB Policy Service also provides policy consulting (including legal review by TASB Legal Services on request), Policy Alerts, and various other policy-related communications. With all districts participating in this program, each district benefits from economies of scale and pays only a fraction of the cost.</p> <p><i>Please note: TASB uses a proprietary letter and coding structure. TASB retains all right, title, and interest to (LEGAL) policies and unadopted local model policies or templates promulgated by TASB.</i></p>	<p>Policy Review Sessions: None</p> <p>Policy Workshops: None</p>

Billing cycles: * Jan - Dec; ** July - June; † Oct - Sept; All else Sept - Aug 33



2022-2023 TASB Membership Snapshot: Wichita Falls ISD

TASB Elective Services

Members may opt in to products and services designed to bring efficiencies and cost-savings to participants.

Products & Services	Membership & Fees Paid	Notes	District Details
Student and Special Education Solutions	Student Solutions Membership: None Special Education Solutions Medicaid Billing Services: None	Student Solutions membership includes model operating procedures and support for school districts in the area of special populations. Additional customized fee-based services help districts maintain compliance and support the programs students need to thrive. Special Education Solutions provides districts with assistance in documenting their student services and recouping eligible funds through the School Health and Related Services (SHARS) and Medicaid Administrative Claiming (MAC) programs.	Student Solutions Consulting: None

TASB Affiliated Entities

Members may opt in to programs offered by separate, affiliated entities—primarily intergovernmental, member-governed cooperatives managed by TASB or its subsidiary. These affiliated entities are designed to bring efficiencies and cost savings to their participants.

Products & Services	Membership & Fees Paid	Notes	District Details
Benefits Cooperative™		The Benefits Cooperative is an intergovernmental program that helps school districts combine their purchasing power to make it easy and affordable to provide their employees with a variety of high-quality benefits, including health, dental, and vision coverage.	In 2022-2023 Wichita Falls ISD was not enrolled in the TASB Benefits Cooperative.
BuyBoard®	All fees paid by vendors. Rebates issued.	BuyBoard is an intergovernmental purchasing cooperative that provides its members with competitive pricing and a transparent procurement process.	For 2022-2023, Wichita Falls ISD had purchasing orders of \$663,259.68 and will receive a rebate of \$3,636.95. <i>Rebates issued in December 2023.</i>

Billing cycles: * Jan - Dec; ** July - June; † Oct - Sept; All else Sept - Aug



2022-2023 TASB Membership Snapshot: Wichita Falls ISD

TASB Affiliated Entities

Members may opt in to programs offered by affiliated entities—primarily intergovernmental, member-governed cooperatives—that are managed by TASB. These affiliated entities are designed to bring efficiencies and cost savings to their participants.

Products & Services	Membership & Fees Paid	Notes	District Details
Energy Cooperative™		The Energy Cooperative helps governmental entities with the procurement of electricity, transportation fuels, and other energy products. The Energy Cooperative is able to use the purchasing power of its members to offer competitive, fixed rates on electricity and fuel.	<p>In 2022-2023, Wichita Falls ISD did not purchase transportation fuel through the Fuel Program.</p> <p>In 2022-2023, Wichita Falls ISD did not purchase electricity from Direct Energy through the TASB Energy Cooperative.</p> <p><i>Estimates pending final year-end reporting.</i></p>
Legal Assistance Fund (LAF)	\$500.00	The Legal Assistance Fund (LAF) provides support to school districts that are defending legal challenges with the potential to affect public schools statewide. In most of its cases, LAF provides assistance in the form of an amicus curiae, or "friend of the court," brief. An amicus brief explains to the court why a school district should win its case and how the court's decision will affect other Texas school districts. LAF's briefs are written by highly qualified school attorneys from across the state.	
TASB Risk Management Fund™		The TASB Risk Management Fund is an intergovernmental risk sharing pool offering comprehensive coverage responsive to the risks faced by Texas public schools. The risk management services provided by the Fund support safe and secure places of learning. The Fund offers auto, liability, privacy and information security, property, workers' compensation, unemployment compensation, and violent acts coverage.	<p>During 2022-2023, Wichita Falls ISD had the following lines of coverage through the Fund:</p> <ul style="list-style-type: none"> Auto Liability Privacy and Information Security Property Unemployment Compensation Violent Acts

Billing cycles: * Jan - Dec; ** July - June; † Oct - Sept; All else Sept - Aug 35

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Purchase of Career and Technology Computers (CTE)		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	ByteSpeed Quote Q-77169-G7G7		
<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 desktop computers from ByteSpeed in the amount of \$155,100.00, as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The computers in this purchase will be utilized in the CTE Labs and Journalism Labs at each new high school. The units are designed to handle intensive graphic applications for engineering students (AutoCAD), Journalism students (Adobe Photoshop, Illustrator, InDesign), and will be utilized for the campus eSports' programs after school. The utilization of a specialized computer for these graphics-intensive programs ensures the necessary processing power, graphics performance, and reliability to handle demanding design projects efficiently.

Research of vendors and product options resulted in ByteSpeed being identified to provide the best value for the district in consideration of overall price and capability to fulfill the needs of the programs supported. The purchase will include a quantity of (94) complete units, priced at \$1,650.00. Each unit includes the CPU (with etching identifying WFISD ownership), a specialized keyboard and mouse, and a 27" curved monitor.

The attached quote from ByteSpeed is verified by TIPS Purchasing Cooperative to be compliant with TIPS RFP 230105, which has also been confirmed to meet all procurement requirements of this purchase.

Fiscal Note:

This expenditure will be paid with a combination of budgeted funds (\$45,391.74) and funds received from an IP Address sale (\$109,708.26). Expenditures over \$100,000 require the Board of Trustees approval per policy, CH Local.

GRAVITY  GAMING
by ByteSpeed

PROPOSAL FOR

GRAVITY GAMING APOLLO DESKTOP



Created by:

Scott Bleth
Gravity Gaming by ByteSpeed

Prepared for:

Curtis Shahan
Wichita Falls ISD



Q-77169-G7G7

Expiration Date: 12/29/2023

Prepared for:

Wichita Falls ISD
Curtis Shahan

Prepared by:

Scott Bleth
Vice President - Sales
(218) 227-0450
sbleth@bytespeed.com

TIPS # 230105

QUOTE PRODUCTS	PRICE	QTY	SUBTOTAL
.GRAVITY GAMING BY BYTESPEED ESPORTS SOLUTION	\$0.00	94	\$0.00
GG APOLLO B550M	\$1,325.00	94	\$124,550.00
CASE, COOLER MASTER NR400 mATX/mITX 1x5.25/4x3.5/4x2.5, 2xUSB3.0, NO PSU, MCB-NR400-KG5N-S00	\$0.00	94	\$0.00
MOTHERBOARD, ASROCK mATX B550M PRO4 HDMI/DP/VGA, 2xUSB2.0, 5xUSB3.2, 1xUSB-C, AM4, B550M PRO4	\$0.00	94	\$0.00
PROCESSOR, AMD RYZEN 5 5600X 6-CORE, 3.7GHZ, AM4, 100-000000065	\$0.00	94	\$0.00
HEATSINK, BE QUIET! PURE ROCK 2 BLACK, 2x 120MM FANS 150W TDP, LGA 1200/1700 AM4/AM5, BK007	\$0.00	94	\$0.00
MEMORY, KINGSTON FURY 8GB DDR4 3200MHz CL16 RGB, KF432C16RBA/8 (2 x 8GBs for 16GBs Total)	\$0.00	188	\$0.00
SSD, KINGSTON FURY RENEGADE 1TB PCIE 4.0 M.2, SFYRS/1000G	\$0.00	94	\$0.00

VIDEO CARD, ASUS GEFORCE DUAL RTX 4060 OC 8GB GDDR6X, HDMI x1 DPx3, MIN 550W, DUAL- RTX4060-O8G	\$0.00	94	\$0.00
POWER SUPPLY, BE QUIET! PURE POWER 12 750w 80 PLUS GOLD ATX 3.0, FULLY MODULAR, BN504	\$0.00	94	\$0.00
CUSTOM LED KIT	\$0.00	94	\$0.00
LICENSE, WINDOWS 11 PRO STANDARD NAO DFR OLC OA3, PQ3-00027	\$0.00	94	\$0.00
LOAD, WINDOWS 11 PRO EDU	\$0.00	94	\$0.00
KEYBOARD, LOGITECH K120, 920-002478	\$0.00	94	\$0.00
MOUSE, LOGITECH B100 USB, 910-001439	\$0.00	94	\$0.00
MOUSEPAD, BYTESPEED	\$0.00	94	\$0.00
INSTAPAK QUICK ROOM TEMPERATURE PACKS, #10, 15x18", S-11815B	\$0.00	94	\$0.00
FREE SHIPPING FOR GRAVITY AND VR DESKTOPS	\$0.00	94	\$0.00
STANDARD 5-YEAR WARRANTY	\$0.00	94	\$0.00
GAMING CHAIR PROMO			
FREE RESPAWN 110 GAMING CHAIR <i>*One for every Gravity Gaming PC, expires 12/22/23*</i>	\$0.00	94	\$0.00
APOLLO UPGRADES			
<input type="checkbox"/> Custom Frosted Vinyl Decal (Requires you to provide us with a high quality PNG or Vector file)	\$25.00	94	\$2,350.00
GAMING MONITOR OPTIONS			
<input type="radio"/> NO MONITOR	\$0.00	1	\$0.00
<input type="radio"/> ASUS 24" LED LCD 1ms 165hz 1920x1080	\$250.00	60	\$15,000.00
<input checked="" type="radio"/> ASUS 27" 1080P TUF Gaming Curved HDR Monitor Full HD, 240Hz, 1ms, Height Adjustable, Black	\$325.00	94	\$30,550.00

GAMING HEADSET OPTIONS (SEE SPECS IN ATTACHEMENT BELOW)			
<input checked="" type="radio"/> NO HEADSET	\$0.00	1	\$0.00
<input type="radio"/> LOGITECH G432 HEADSET, 981-000769	\$50.00	94	\$4,700.00
<input type="radio"/> LOGITECH G733 WIRELESS HEADSET, 981-000863	\$130.00	94	\$12,220.00
<input type="radio"/> LOGITECH G PRO X GAMING HEADSET 981-000817	\$130.00	94	\$12,220.00
GAMING MICE OPTIONS (SEE SPECS IN ATTACHEMENT BELOW)			
<input checked="" type="radio"/> NO MICE	\$0.00	1	\$0.00
<input type="radio"/> LOGITECH G203, 910-005790	\$40.00	94	\$3,760.00
<input type="radio"/> LOGITECH G502 HERO MOUSE, 910-005469	\$50.00	94	\$4,700.00
<input type="radio"/> LOGITECH G305 WIRELESS MOUSE 910-005280	\$55.00	94	\$5,170.00
<input type="radio"/> LOGITECH PRO X SUPERLIGHT WIRELESS GAMING MOUSE 910-005878	\$160.00	94	\$15,040.00
GAMING KEYBOARD OPTIONS (SEE SPECS IN ATTACHEMENT BELOW)			
<input checked="" type="radio"/> NO KEYBOARDS	\$0.00	1	\$0.00
<input type="radio"/> LOGITECH G213 KEYBOARD, 920-008083	\$50.00	94	\$4,700.00
<input type="radio"/> LOGITECH G413 TKL SE MECHANICAL KEYBOARD 920-010442	\$70.00	94	\$6,580.00
<input type="radio"/> LOGITECH G513 MECHANICAL KEYBOARD, 920-009332	\$130.00	94	\$12,220.00
<input type="radio"/> LOGITECH G PRO MECHANICAL GAMING KEYBOARD TKL, 920-009388	\$130.00	94	\$12,220.00
GAMING MOUSEPAD OPTIONS			
<input checked="" type="radio"/> NO MOUSEPADS	\$0.00	1	\$0.00
<input type="radio"/> GRAVITY GAMING XL 800mm x 300mm x 3mm	\$20.00	94	\$1,880.00
GAMING DESK OPTIONS			

<input checked="" type="checkbox"/> NO DESKS	\$0.00	1	\$0.00
<input type="checkbox"/> GAMING DESK, SPECTRUM GG ESPORTS DESK, 44"x30" (Available in variety of colors)	\$425.00	94	\$39,950.00
<input type="checkbox"/> CUSTOM GAMING DESK, SPECTRUM EVOLUTION ESPORTS DESK, 44"x30" (Available in variety of colors)	\$550.00	94	\$51,700.00
GAMING CHAIRS OPTIONS			
<input checked="" type="checkbox"/> NO CHAIRS	\$0.00	1	\$0.00
<input type="checkbox"/> GAMING CHAIR, SPECTRUM INDUSTRIES ESPORTS GENOVA CHAIR (Available in variety of colors)	\$300.00	94	\$28,200.00
<input type="checkbox"/> GAMING CHAIR, SPECTRUM ESPORTS XPRESSION wCUSTOM LOGO (Available in variety of colors, Minimum of 5)	\$550.00	94	\$51,700.00
UPS AND SURGE PROTECTION OPTIONS			
<input type="checkbox"/> Tripp Lite Protect It! 8-Outlet Surge Protector 8 ft. (2.43 m) Cord 1440 Joules Black Housing - 8 x NEMA 5-15R - 1800 VA - 1440 J - 120 V AC Input	\$35.00	20	\$700.00
<input type="checkbox"/> Tripp Lite Pure Sine Wave Gaming UPS Battery Backup , 1500VA 900W 120V, Detachable LCD, Automatic Voltage Regulation, USB, RGB LED Lights,	\$300.00	20	\$6,000.00
BYTESPEED GAME CACHE SOLUTION			
<input type="checkbox"/> GRAVITY GAMING GAME CACHE, 1U SERVER	\$2,499.00	1	\$2,499.00
GRAVITY GAMING BACKPACK			
<input type="checkbox"/> GRAVITY GAMING BACKPACK/ WITH TEAM LOGO (MORE INFO ATTACHED BELOW)	\$85.00	94	\$7,990.00

Subtotal	\$155,100.00
Tax	\$0.00
Total	\$155,100.00





PLEASE NOTE:

Due to worldwide product constraints, we cannot guarantee pricing for quotes more than 7 days old. Please confirm pricing and availability before ordering.

AGREED TO AND ACCEPTED:

Apollo Gaming Desktop

Budget Friendly, Without Cutting Corners

The Gravity Gaming Apollo esports PC features your choice of Intel or AMD processors ready to rise to the occasion and provide you with excellent performance at an affordable price point. Paired with an ASUS graphics card, the Apollo is a great option for those looking for a solution built for gaming and streaming alike. The Gravity Gaming Apollo esports PC is backed by an industry-leading warranty and free lifetime US-based tech support.



The Gravity Gaming Apollo esports PC features your choice of an Intel processor or an AMD processors ready to rise to the occasion and provide you with excellent performance at an affordable price point. Paired with an ASUS graphics card, the Apollo is a great option for those looking for a solution built for gaming and streaming alike.

The Gravity Gaming Apollo esports PC is backed by an industry-leading warranty and free lifetime US-based tech support.



System Specifications

Motherboard:	ASRock Pro 4 B550M (AMD) ASUS TUF B760M-PLUS WIFI (Intel)
CPU:	AMD RYZEN 5 5600x 6-Core AMD RYZEN 7 5700G 8-Core AMD RYZEN 7 5800x 8-Core AMD RYZEN 9 5900x 12-Core Intel Core i3-13100 4-core Intel Core i5-13400 10-core Intel Core i5-13600K 14-core Intel Core i7-13700 16-core Intel Core i7-13700K 16-core
HDD/SSD: (Supports Multiple Drives)	Samsung 870 QVO 1TB SATA SSD Kingston Fury Renegade 500GB PCIE 4.0 M.2 Kingston Fury Renegade 1TB PCIE 4.0 M.2 Seagate 1TB 7200 RPM HDD Seagate 2TB 7200 RPM HDD
Memory:	Up to 128GB Kingston Fury

OS:	Windows 10/11 Pro or Home
Graphics:	Intel Arc A750 8GB GDDR6 Intel Arc A770 16GB GDDR6 ASUS RTX 4060 8GB GDDR6 ASUS RTX 4060TI 8GB GDDR6 ASUS RTX 4070 12GB GDDR6X ASUS RTX 4070TI 12GB GDDR6X
Heat Sink:	Be Quiet! Pure Rock 2 Black Be Quiet! Dark Rock Pro 4 Be Quiet! Pure Loop 240mm AIO
Power Supply:	750W Fully Modular
Extras	Custom RGB LED Kit & Frosted Logo on Glass
Chassis:	Cooler Master NR400 16.18" x 8.27" x 16.18"
Warranty:	2, 3 and 5 Year Warranties Available Free Lifetime US-Based Tech Support

GAMING PC WARRANTY

We stand behind all of our products... guaranteed!

Gravity Gaming by ByteSpeed is committed to honoring and maintaining our warranty. Our account managers and support team work closely with you to quickly resolve any warranty issues.



Please report any issues to ensure all ByteSpeed products are working properly.

Contact Our Support Team:

Our support team is available

Monday - Friday, 8am-5pm CST

Email: helpdesk@bytespeed.com

Toll Free: 888.658.0715

Local: 218.227.0445

Website: bytespeed.com/support

Live Chat on bytespeed.com

Reporting a Problem

- ▶ Contact ByteSpeed via phone, email, live chat, website form, or online ticket system (Vector Support Portal).
- ▶ Please use the ByteSpeed Serial number on the back of the machine to track replacements, parts, or warranty issues (EX: 20XX-XX-XXXX).
- ▶ Any problems occurring in the first 30 days of use can be reported as DOA. ByteSpeed will immediately fix or replace all DOA machines.
- ▶ Technicians can use ByteSpeed's online customer support system to submit repair issues, track repair issues, manage their inventory, look up PC configurations, and more. To request a support portal login, contact: helpdesk@bytespeed.com

If your PC develops an issue that cannot be resolved over the phone, we will have the system sent back to our facility for service. Gravity Gaming by ByteSpeed will pay shipping costs both ways for warranty issues.

In addition to industry-leading warranties, Gravity Gaming by ByteSpeed also provides Lifetime Tech Support to help keep your systems up and running during the entire life of your purchase.

"Gravity Gaming by ByteSpeed has been awesome! They care about the customer and add the personal feel to customer service. Our esports program has taken a huge step forward working with their help. It is a blessing that we locked in a partnership with such GREAT people!"

- Kris Weissmann, University of South Carolina Sumter

What IS Covered Under Warranty?

- ▶ Defects in materials and workmanship
- ▶ Standard manufacturer's warranty applies to non-ByteSpeed branded hardware (EX: esports desks and chairs, partner devices, Spectrum laptop carts, etc.)
- ▶ Normal hardware failure

What is NOT Covered Under Warranty?

- ▶ Vandalism and intentional damage
- ▶ Theft or loss
- ▶ Improper use that is not in accordance with proper care (spills, drops, etc.).
- ▶ Acts of nature
- ▶ Accidental damage

Shipping Warranty Parts

- ▶ ByteSpeed guarantees all warranty issues are handled in a timely manner. Most warranty parts will ship the same day. Accelerated shipping is also an available option when needed for crucial situations.
- ▶ For ByteSpeed branded hardware, all warranty parts will ship with pre-paid return labels for the bad part to return to Bytespeed.
- ▶ For NON-ByteSpeed hardware, warranty shipping coverage depends on the manufacturer.
- ▶ ByteSpeed offers a custom parts closet option with large quantity orders. The parts closet is an extension of ByteSpeed's inventory, and is only to be used for maintaining and repairing ByteSpeed computers. As parts are used from the parts closet, customers need to follow the standard RMA process to replenish new parts for their parts closet. This helps eliminate down time and makes warranty requests easier for both ByteSpeed and our customers.

ESPORTS TESTIMONIALS



“When I first contacted Gravity Gaming by ByteSpeed about starting an esports lab, their staff was prompt and helped us every step of the way! Since then, we have ordered hundreds of GG PCs for our esports team, computer class labs, teachers, and administration staff. All of our GG PCs came fully customized, from top of the line specs down to perfect cable management within the cases. Their staff responds incredibly fast to every communication, and has made the process for our PC needs flawless. I can’t wait to work with Gravity Gaming to build our second esports lab!”

— *Kevin Koncsol, Warren City School District, OH*

“Davenport’s esports programs are incredibly grateful to Gravity Gaming by ByteSpeed for their support and guidance as we take our program to the next level. We appreciate that it’s not just about making the sale, but instead, ensuring we have the right equipment for where our esports program is now and where we want to go. The GG team has excellent knowledge of both the tools we need to be successful and how a school system works!”

— *Ali Vandermyde, Davenport CSD, IA*

“I have worked with ByteSpeed for years and cannot say enough good things about them. I trust their team to meet the needs that I have from a robust computer science classroom, to a competitive esports arena, and even our state-of-the-art virtual production studio. They are able to hand every challenge I throw at them, seek solutions, and supplement my knowledge. They don’t try to sell you something you don’t need, and they go the extra mile to make sure any problems are fixed. I suggest ByteSpeed to anyone who wants a partner for technology that will last as long as possible under the consistent use of students who run their computers to their max.”

— *Karen Ruggles, DeSales University, PA*

YOUR ESPORTS PARTNER FOR SUCCESS

Visit us online to learn more about how we can help your esports program succeed : bytespeed.com/gravitygaming

ESPORTS REFERENCES

HIGH SCHOOLS

NEWTON COUNTY SCHOOLS, GA

Craig Dinn, (770) 784-4940

WEBSTER GROVES SCHOOL DISTRICT, MO

Tony Gragnani, (314) 963-6400

WARREN CITY SCHOOL DISTRICT, OH

Kevin Koncsol, (330) 675-6960

DAVENPORT CSD, IA

Alene Vandermyde, (563) 336-7448

EAST HELENA PUBLIC SCHOOLS, MT

Marne Bender, (406) 227-7749

LAWTON SCHOOLS, OK

AJ Watson, (580) 357-6900

JOHN GLENN SCHOOL CORPORATION, IN

Daniel Medesi, (574) 586-3184

FARGO SCHOOLS, ND

Ullrich Reichenbach, (701) 446-2283

MULTNOMAH ESC, OR

David Cramblett, (503) 257-1535

MOORHEAD SCHOOL DISTRICT #152, MN

Dan Markert, (218) 284-3345

ALBUQUERQUE PUBLIC SCHOOLS, NM

Laurie Lehman, (505) 830-6846

TAMAQUA AREA SCHOOL DISTRICT, PA

Kenny Dunkelberger, (570) 668-2570

WISCONSIN DELLS SCHOOL DISTRICT, WI

Hugh Gaston, (608) 254-7769

COLLEGES

HUNTINGDON COLLEGE, AL

Justin Ellis, (404) 345-7737

MICHIGAN STATE UNIVERSITY, MI

Chris Bilski, (517) 355-1855

DESALES UNIVERSITY, PA

Karen Ruggles, 610-282-1100 x1806

UNIVERSITY OF ARKANSAS

Elizabeth Cunningham, (479) 387-3843

CONCORDIA UNIVERSITY ST. PAUL, MN

Tyler Pauly, (651) 641-8347

NEWBERRY COLLEGE, SC

Ruben Benitez, (803) 321-5268

NORTHWESTERN COLLEGE, IA

Cole Prescott, (712) 707-7361

UNIVERSITY OF JAMESTOWN, ND

Chris Hoke, (701) 252-3467

COASTAL BEND COLLEGE, TX

Jarod Bleibdrey, (361) 358-2838

PURDUE UNIVERSITY NORTHWEST, IN

Justin Bragg, (219) 989-2400

GLENVILLE STATE COLLEGE, WV

Logan Harrison, (304) 462-6381

UNITED STATES NAVAL ACADEMY ESPORTS, MD

Carlos Ramos, (803) 397-2373

BALDWIN WALLACE UNIVERSITY, OH

Jake Grasso, (440) 826-2900

LARAMIE COUNTY COMMUNITY COLLEGE, WY

Ken Bunya, (307) 778-1270

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Construction Method for Food Service Warehouse Cooler Replacement		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	No Attachments		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees review the construction methods and designate the methodology to be utilized for the removal and replacement of the Food Service Warehouse Cooler Replacement as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Replacement and repair projects exceeding \$50,000 are considered "construction," and per Policy CV(Local), "Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000."

Options for construction method include the following Board Policies:

- CVA – Competitive Bidding (Traditional Method)
- CVB – Competitive Sealed Proposals (Traditional Method)
- CVC – Construction Manager-Agent
- CVD – Construction Manager-at-Risk
- CVE – Design-Build
- CVF – Job Order Contracts

The Board may select the method solely at the Board's discretion, or may consider district staff recommendation of the most advantageous method(s) expected to result in on-time and within budget results.

Traditional Method (CVA/CVB) utilizes two asynchronous procurements resulting in two project vendors, first for an architect to create detailed construction documents (CVA), followed by a solicitation to procure the contractor to complete the project (CVB). This method is recommended for this project due to the utilization of Child Nutrition Funds, in order to meet the additional Federal Funds and Texas Department of Agriculture (TDA) procurement requirements.

Fiscal Note:

The Food Service Warehouse Chiller Replacement expenditure is anticipated to be \$300,000, and has been *approved for procurement* by TDA. The procurement recommendation must be submitted to TDA for approval of the expenditure, and subsequently the expenditure will be submitted to the Board of Trustees for district approval of the expenditure as required for expenditures over \$100,000, per (CH)Local.

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Purchase of Wall-Mounted Display Panels		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Delcom Group Quote# 47404		
<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 wall-mounted display panels from Delcom Group in the amount of \$135,064.22, as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

This purchase includes (94) wall-mounted digital display panels (various sizes per area assigned) to be installed by CMAR (owner-provided, contractor-installed) in designated areas and utilized for providing consistent campus information throughout each new high school (47 each). The utilization of wall-mounted displays allows for higher visibility, message effectiveness, and engagement by utilization of eye-catching graphics and continually updated content. Each campus will remotely create and maintain schedule of the approved content posted. The software utilized for the display messaging includes the setting of start and end schedules for each message, to assure content provided is on-time and not out-of-date.

The attached quote from Delcom is verified by TIPS Purchasing Cooperative to be compliant with TIPS RFP 200904, and this TIPS RFP is verified to meet all procurement requirements of this purchase.

Fiscal Note:

This expenditure will be paid with funds received from an IPA sale (Internet Protocol Address). Expenditures over \$100,000 require the Board of Trustees approval per policy, CH Local.



QUOTATION

48136

BILL TO:		JOB LOCATION:	
COMPANY: WICHITA FALLS ISD	COMPANY: CENTRAL WAREHOUSE	DATE: December 6, 2023	
ADDRESS: PO BOX 97533	ADDRESS: 2015 FIFTH STREET BLDG B	SALES REP: JASON POTTS	
		PHONE:	
WICHITA FALLS, TX 76307-7533	WICHITA FALLS, TX 76307	EMAIL: JPOTTS@DELCOMGROUP.COM	
CONTACT: Curtis Shahan	CONTACT: Nayna Torres	CONTRACT # TIPS 230901 AV	
PHONE:	PHONE: 9402351068		

TITLE:

DROPSHIP SAMSUNG PANELS FOR NEW HIGHSCHOOLS

SCOPE OF WORK:

Free dock to dock freight on orders over \$20K.

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
QB55C	55-inch Commercial 4K UHD Display, 350 NIT	18.00	\$711.11	\$12,799.98
QB65C	65-inch Commercial 4K UHD Display, 350 NIT	46.00	\$974.44	\$44,824.24
QB75C	75-inch Commercial 4K UHD Display, 350 NIT	32.00	\$1,490.00	\$47,680.00
BW-MIP70PA	MagicINFO Premium CMS license.	96.00	\$310.00	\$29,760.00

Warranty and Maintenance

SUBTOTAL:	\$135,064.22
SHIPPING:	\$0.00
TAX:	\$0.00
TOTAL:	\$135,064.22

Delcom Terms and Conditions

[Delcom Terms and Conditions](#)

Please send all Purchase Orders to Orders@delcomgroup.com to prevent processing delays.

Printed: 12/06/2023



Corporate Office
 2525B E SH 121, Ste 400
 Lewisville, TX 75056
 Phone: 214.389.5500 | Fax: 214.389.5505
www.delcomgroup.com

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Purchase of Chromebooks
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	Delcom Quote# 47166
<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 (4,240) Dell Chromebooks, cases, licenses, and install, for the amount of \$1,623,158.60 as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The attached Delcom Quote# 47166 provides for 4,180 devices (plus an additional sixty (60) at no charge if ordered before end of 2023). Each device is paired with a rugged case, Google license, and complete IT setup, for a device bundle total of \$370.92 each, plus IT Install and a grand total of \$1,623,158.60.

The total devices (4,240) will be split between Memorial and Legacy high schools (2,120 each), allowing for a 1,900 student capacity, plus 10% for spares. The current 9th-12th grade devices will be rolled down and utilized as replacements for expired devices at the elementary level. The Delcom quote also provides for "IT Install" which provides the staffing and labor to unpack devices and cases, install each case and configure each device.

The quoted pricing utilizes Department of Information Resources (DIR) Contact# DIR-TSO-3763 Dell, and an additional three (3) quotes were obtained (total 6) were obtained to meet DIR and EDGAR procurement requirements.

	City, State	Chromebooks (4,240)	Cases (4,240)	Licenses (4,240)	IT Install	Total Quote
Delcom Group LP	Lewisville, TX	(\$313.47 ea) \$1,329,114.60	(\$23.00 ea) \$97,520.00	(\$29.95 ea) \$126,988.00	(\$16.40 ea) \$69,536.00	(\$382.82 ea) \$1,623,158.60
CDW-G	Chicago, IL	(\$338.64 ea) \$1,435,833.60	Not Quoted*	Not Quoted*	Not quoted*	*\$1,435,833.60
Dell Direct	Round Rock, TX	(\$356.78 ea) \$1,512,747.20	Not quoted*	Not quoted*	Not quoted*	*\$1,512,747.20

Fiscal Note:

This expenditure will be paid with ESSER funds. Purchases over \$100,000 require the Board of Trustees approval per policy, CH Local.



QUOTATION

47166

BILL TO:		JOB LOCATION:	
COMPANY: WICHITA FALLS ISD	COMPANY: WICHITA FALLS ISD	DATE: October 19, 2023	
ADDRESS: PO BOX 97533	ADDRESS: PO BOX 97533	SALES REP: JASON POTTS	
		PHONE:	
WICHITA FALLS, TX 76307-7533	WICHITA FALLS, TX 76307-7533	EMAIL: JPOTTS@DELCOMGROUP.COM	
CONTACT: Curtis Shahan	CONTACT:	CONTRACT # DIR-TSO-3763 DELL	
PHONE:	PHONE:		

TITLE:

4230 DELL CHROMEBOOKS WITH SERVICES (8GB 4YR)

SCOPE OF WORK:

RECEIVE 4240 CHROMEBOOKS AND CASES AT DELCOM WAREHOUSE
 DISPOSE OF ALL TRASH
 ENROLL CHROMEBOOKS IN WF ISD GOOGLE MANAGEMENT
 ASSET TAG CHROMEBOOKS (Shannon Troester contact for Asset Tags)
 CASE CHROMEBOOKS
 PALLATIZE PER CAMPUS
 DELIVER TO MAIN WF LOCATION, THEN REDELIVER TO 2 CAMPUSES WHEN THEY OPEN (REDELIVERIES WILL ALL HAPPEN ON THE SAME DAY)
 PROVIDE A REPORT OF ASSET TAG TO SERIAL NUMBERS

ASSUMPTION
 GOOGLE CREDENTIALS AND ASSET TAGS ARE PROVIDED BY THE DISTRICT
 DELIVERY IS IN FULL TRUCKLOADS NOT TO EXCEED 5 DAY TRIPS

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
210-BCGK	Dell Chromebook 3110 <i>Dell Chromebook 3110 210-BCGK Intel(R) Celeron(TM) N4500 (Dual Core, up to 2.8GHz, 4M Cache, 6W), 8GB Memory, 64GB Storage, HDMI 329-BGLJ 8GB 2933MHz LPDDR4 Non-ECC 370-AGYV 64GB eMMC Hard Drive 400-BNIB 11.6" HD (1366 x 768) Anti-Glare Touch, Camera & Microphone, WLAN Capable 391-BGHK Single Pointing Non Backlit, US English 583-BINI Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz 555-BHJR 3 Cell 42Whr Battery 451-BCWJ 65W Type-C EPEAT Adapter 492-BCXP E4 Power Cord 1M for US 537-BBBL Quickstart Guide 340-CXGY LCD, Touch, HDMI 320-BENO Not Included 631-ABBH Fixed Hardware Configuration 998-GBTL Label C5, Upsell Celeron, with HDMI + Touch LCD 389-EBXE System Shipment, Chromebook 3110 340-CXHD Intel 11th Gen Celeron CPU label. 389-DYFS BTS/BTP Smart Selection Shipment, Chromebook (VS) 800-BBQM Bottom Door 321-BHEO</i>	4180.00	\$317.97	\$1,329,114.60

Please send all Purchase Orders to Orders@delcomgroup.com to prevent processing delays.





QUOTATION

47166

*Comprehensive Hardware Support for Chromebook K12 up to 5% Annual Coverage Model 4 Years 825-6927
 Dell Limited Hardware Warranty Initial Year 868-9850
 Mail In Service after Remote Diagnosis, 4 Years 868-9857
 No Accidental Damage Selected 981-4619*

210-BCGK	Dell Chromebook 3110	60.00	\$0.00	\$0.00
	<p><i>Dell Chromebook 3110 210-BCGK Intel(R) Celeron(TM) N4500 (Dual Core, up to 2.8GHz, 4M Cache, 6W), 8GB Memory, 64GB Storage, HDMI 329-BGLJ 8GB 2933MHz LPDDR4 Non-ECC 370-AGYV 64GB eMMC Hard Drive 400-BNIB 11.6" HD (1366 x 768) Anti-Glare Touch, Camera & Microphone, WLAN Capable 391-BGHK Single Pointing Non Backlit, US English 583-BINI Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz 555-BHJR 3 Cell 42Whr Battery 451-BCWJ 65W Type-C EPEAT Adapter 492-BCXP E4 Power Cord 1M for US 537-BBBL Quickstart Guide 340-CXGY LCD, Touch, HDMI 320-BENO Not Included 631-ABBH Fixed Hardware Configuration 998-GBTL Label C5, Upsell Celeron, with HDMI + Touch LCD 389-EBXE System Shipment, Chromebook 3110 340-CXHD Intel 11th Gen Celeron CPU label. 389-DYFS BTS/BTP Smart Selection Shipment, Chromebook (VS) 800-BBQM Bottom Door 321-BHEO Comprehensive Hardware Support for Chromebook K12 up to 5% Annual Coverage Model 4 Years 825-6927 Dell Limited Hardware Warranty Initial Year 868-9850 Mail In Service after Remote Diagnosis, 4 Years 868-9857 No Accidental Damage Selected 981-4619</i></p>			
CROSSWDISEDU NEW	Google Chrome OS Management Console License, Education	4240.00	\$29.95	\$126,988.00
LAP7943	Case for Dell 3100 / 3110	4240.00	\$23.00	\$97,520.00
	IT Installation	4240.00	\$16.40	\$69,536.00

Warranty and Maintenance

SUBTOTAL:	\$1,623,158.60
SHIPPING:	\$0.00
TAX:	\$0.00
TOTAL:	\$1,623,158.60

Delcom Terms and Conditions

[Delcom Terms and Conditions](#)

Please send all Purchase Orders to Orders@delcomgroup.com to prevent processing delays.

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Applicant Pool		
Administrator Responsible:	Dayna Hardaway, Director of Human Resources		
Attachments:	Applicant Pool		
<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 approve the proposed applicant pool as submitted by Dayna Hardaway, Director of Human Resources, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION
December 11, 2023**

CERTIFIED APPLICANT POOL

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
*Graham, Marley	Biology Grades (7-12)	Texas Tech University Bachelor's	1	Teacher Hirschi High School	WFISD

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

*** One-year out-of state Certification*

****Emergency Permit*

***** Non-Renewal Permit*

DOI = District of Innovation

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION
December 11, 2023
CERTIFIED APPLICANT POOL**

ADDENDUM

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Havens, Jennifer	Generalist Grade (4-8) Special Education Grades (EC-12) English as a Second Language Supplemental Grades (EC-12)	Midwestern State University Bachelor's and Master's	9	BAC Teacher McNiel Middle School Replacing Rachel McWilliams	Burkburnett ISD
Perkins, Angelica	LOTE Grades (EC-12) Generalist Grades (4-8)	University of Phoenix Bachelor's and Master's	14	Teacher Fain Elementary Replacing Susan Mackey-Flaharity	Ysleta ISD
Smith, Madison	Core Subjects with the STR Grades (EC-6)	Wayland Baptist University Bachelor's	1	Teacher Burgess Elementary Replacing Jennifer Fix	WFISD

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

*** One-year out-of state Certification*

****Emergency Permit*

***** Non-Renewal Permit*

WICHITA FALLS ISD BOARD OF TRUSTEES
December 11, 2023

Agenda Item:	Renewal of Membership in Walsh Gallegos’s Retainer Program		
Administrator Responsible:	Dr. Donny Lee, Superintendent of Schools		
Attachments:	Legal Services Retainer Agreement For Wichita Falls ISD		
<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 approve the renewal of membership in Walsh Gallegos’s Retainer Program as submitted and recommended by Dr. Donny Lee, Superintendent.



December 6, 2023

Dr. Donny Lee
Superintendent
Wichita Falls ISD
P.O. Box 97533
Wichita Falls, Texas 76307

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Dr. Lee:

It is our privilege to serve Wichita Falls Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on January 1, 2024, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 1/1/2024 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

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

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

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

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 231-4207.

Sincerely,

A handwritten signature in blue ink, appearing to read "Laura Rodriguez McLean".

Laura Rodriguez McLean

LM/glo
Enclosures

cc: Ms. Katherine McGregor, Board President
Ms. Alefia Paris-Toulon, Director of Special Education



**LEGAL SERVICES RETAINER AGREEMENT
FOR WICHITA FALLS INDEPENDENT SCHOOL DISTRICT**

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

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

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT

By: _____
(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS TREVIÑO KYLE & ROBINSON P.C.

By:  _____
Joe A. De Los Santos
Managing Shareholder

12/1/2023
(Date)

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

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

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

I. OUR LEGAL SYSTEM

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

II. LAWYER TO CLIENT

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

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

III. LAWYER TO LAWYER

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

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

IV. LAWYER AND JUDGE

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



WALSH GALLEGOS
TREVIÑO KYLE & ROBINSON P.C.

Program for EFT/ACH Payments

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

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

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

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



WALSH GALLEGOS
TREVIÑO KYLE & ROBINSON P.C.

FEE SCHEDULE AS OF JULY 16, 2022 LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

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

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

An hourly rate of \$250/hour for associates licensed less than one year, \$275/hour for associates licensed one to two years, \$315/hour for associates licensed over two years, or \$335/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

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

For Non-retainer Program Clients

An hourly rate of \$250/hour for associates licensed less than one year, \$275/hour for associates licensed one to two years, \$335/hour for associates licensed over two years, or \$355/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

The above rates are subject to change at any time.



BENEFITS OF THE RETAINER PROGRAM

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

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

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

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

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

(1) the informative bi-monthly newsletter "*Time Out with Walsh Gallegos*" that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and

(2) the monthly publication "*This Just In*" which addresses legal issues specific to the special needs of students with disabilities

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

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

- New Rules for Public Comment
- New Legislation Regarding PIA Requests and Retention of Information
- Thinking of alternatives to TRS-ActiveCare for your District's employees?
- Planning Ahead for FEMA
- Potential Forms of COVID-19 Related District Funding
- Best Practices on Addressing and Preventing Cyberbullying in a Time of COVID-19 Closures
- Staying Current With FERPA As Virtual Instruction Expands
- Final Title IX Sexual Harassment Regulations Released
- Graduation Ceremonies During the Pandemic
- The Digital Millennium Copyright Act, Copyright Infringement, & Your School District
- Time Flies! Has Your District Completed the Required Cybersecurity Training Yet?

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

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



WICHITA FALLS ISD E-MAIL UPDATE FORM

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

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

<u>Name</u>	<u>Title</u>	<u>E-mail</u>
Dr. Donny Lee	Superintendent	dlee@wfsd.net
Ms. Katherine McGregor	Board President	kmcgregor@wfsd.net
Ms. Alefia Paris-Toulon	Director of Special Education	aparis-toulon@wfsd.net
Ms. Dayna Hardaway	Director of Human Resources	dhardaway@wfsd.net
Ms. Leah Horton	Chief Financial Officer	lhorton@wfsd.net
Ms. Debbie Dipprey	Director of School Administration	ddipprey@wfsd.net
Ms. Vanessa Dishman	Superintendent's Assistant	vdishman@wfsd.net
Mr. Mark Lukert	Board Vice President	mlukert@wfsd.net
Ms. Susan Grisel	Board Member	sgrisel@wfsd.net

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

VIA FAX
(512) 467-9318

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

VIA E-MAIL
info@wabsa.com

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2023-1096410

Date Filed:
 11/20/2023

Date Acknowledged:

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

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Wichita Falls Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 29997
 Legal Services Retainer Agreement

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Diana Stangl, and my date of birth is 9/29/1957.

My address is 2603 Tip Cove, Austin, TX, 78704, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 20th day of November, 2023.
(month) (year)

Diana Stangl - Firm Administrator

Signature of authorized agent of contracting business entity
 (Declarant)