



# Agenda of Special Session March 5, 2024 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 Special Session at 12:00 PM, on March 5, 2024, 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. INVOCATION

## III. PUBLIC COMMENT

Public comments at Special Sessions are limited to items listed on the agenda.

## IV. REPORTS OR SPECIAL DISCUSSION ITEMS

A. Construction Update for WF Legacy High School and WF Memorial High School

B. Southern Hills Elementary School Campus Progress Update

3

C. Kirby Middle School Campus Progress Update

4

## V. FINANCIAL SERVICES

A. Financial Reports as of January 31, 2024

5

B. Budget Amendments for February 2024

20

C. Purchase of Phase One of Hirschi Refresh Project

25

D. Purchase of Security Window Film and Installation

27

E. Purchase of Additional Amplify Curriculum

37

## VI. DISTRICT SERVICES

A. Bolin Mills/Verizon Land Lease

49

B. Policy Update 122

99

## VII. SCHOOL ADMINISTRATION

A. MAP Middle of Year Assessment Update

105

B. Update of Implementation of Amplify Curriculum on Pilot Campuses

106

## VIII. HUMAN RESOURCES

A. Personnel Report

107

B. Applicant Pool

109

## IX. BOARD MATTERS

A. Corrected Minutes

111

B. Minutes from February Meetings

117

C. Upcoming Events

D. Cell Phone Discussion

E. 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*)

2. Deliberations Regarding Superintendent's Recommendation Concerning the Renewal of One-Year Term or Probationary Contracts of Employment as Noted on the List Provided by Administration for Non-Certified Professionals for the 2024/2025 School Year (*Pursuant to Texas Government Code 551.074*)

3. Discussion of Purchase, Exchange, Lease or Value of Real Property (*Pursuant to*

*Texas Government Code Section 551.072)*

4. Discussions Regarding Student Intra-District Petitions Under Board Policy  
FDB (*Pursuant to Texas Government Code 551.0821*)

F. Open Session:

1. Consideration and Possible Action Concerning the Renewal of One- Year Term or Probationary Contracts of Employment as Noted on the List Provided by Administration for Non-Certified Professionals for the 2024/2025 School Year 129

2. Consideration and Possible Action Regarding Student Intra-District Transfer Petition

**X. 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, March 1, 2024 at 2:00 pm.

---

For the Board of Trustees

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

**Agenda Item:** Southern Hills Elementary School Campus Progress Update

**Administrator Responsible:** Amanda Garcia, Southern Hills Elementary Principal

**Attachments:**

Action Needed       Future Action       Presentation       Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees receive information regarding progress at Southern Hills Elementary presented by Amanda Garcia, Principal and as recommended by Dr. Donny Lee, WFISD Superintendent of Schools.

**Explanation:**

**Fiscal Note:**

none

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

**Agenda Item:** Kirby Middle School Campus Progress Update

**Administrator Responsible:** Del Hardaway, Kirby Middle School Principal

**Attachments:**

Action Needed       Future Action       Presentation       Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees receive information regarding progress at Kirby Middle School as presented by Del Hardaway, Principal and as recommended by Dr. Donny Lee, WFISD Superintendent of Schools.

**Explanation:**

**Fiscal Note:**

none

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

|   |  |
|---|--|
| <b>Agenda Item:</b>                               | Financial Reports as of January 31, 2024   |
| <b>Administrator Responsible:</b>                 | Leah Horton, Chief Financial Officer   |
| <b>Attachments:</b>                               | Financials   |
| <br>  |  |
| <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 attached year-to-date financial reports and investment reports as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

The following attachments report the revenue and expenditure position through January 31, 2024 for all funds. The current year column is reported as of the approved budget.

The “Year-to-Date Revenues & Expenses Comparison” report details the components of revenue and functional expenditures for the General Fund, Food Service, and Debt Service Fund.

For the General Fund, the Year-to-Date Budget vs. Actual shows the prior year actual, current budget, actual revenue and expenditures to date with the remaining amount left in each category. The prior year actual is provided for comparison to the current budget.

The attached financial reports represent 7 months of operations, 58.33% of the fiscal year. As of January 31st, of last year, the district had collected 58.43% of projected revenues, as compared to 62.78% for 2023-2024. Expenditures for 2023-2024 were 53.88% of budget, as compared to 36.35% for 2022-2023.

**For the General Fund** revenues were 64.88% last year as compared to 63.61% this year. Expenditures were 48.32% last year as compared to 53.38% this year.

**For the Food Service Fund** revenues were 71.97% last year as compared to 64.97% this year. Expenditures were 50.95% last year as compared to 40.68% this year.

**For the Debt Service Fund** revenues were 84.26% last year as compared to 73.98% this year. Expenditures were 99.99% last year as compared to 99.99% this year.

**Investments:**

Leah Horton, Chief Financial Officer, hereby certifies that the following Investment Report represents the investment position of the school district as of the noted date in compliance with the Board approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and, Generally Accepted Accounting Principles (GAAP).

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT  
FINANCIAL SUMMARY  
JANUARY 31, 2024

|                         | <b>2022-2023</b>          |                                |                                | <b>2023-2024</b>          |                                |                                |
|-------------------------|---------------------------|--------------------------------|--------------------------------|---------------------------|--------------------------------|--------------------------------|
|                         | <b>CURRENT<br/>BUDGET</b> | <b>ACTUAL<br/>YEAR TO DATE</b> | <b>% OF CURRENT<br/>BUDGET</b> | <b>CURRENT<br/>BUDGET</b> | <b>ACTUAL<br/>YEAR TO DATE</b> | <b>% OF CURRENT<br/>BUDGET</b> |
| <b>REVENUE:</b>         |                           |                                |                                |                           |                                |                                |
| GNL. OPERATING          | \$114,666,818             | \$74,358,638                   | 64.85%                         | \$123,864,763             | \$78,686,597                   | 63.53%                         |
| ATHLETICS               | \$365,000                 | \$274,250                      | 75.14%                         | \$315,000                 | \$310,336                      | 98.52%                         |
| <b>General Fund</b>     | <b>\$115,031,818</b>      | <b>\$74,632,888</b>            | <b>64.88%</b>                  | <b>\$124,179,763</b>      | <b>\$78,996,933</b>            | <b>63.61%</b>                  |
| SP. EDUCATION           | \$3,949,618               | \$1,386,849                    | 35.11%                         | \$3,421,963               | \$1,713,707                    | 50.08%                         |
| VOCATIONAL              | \$234,453                 | \$56,456                       | 24.08%                         | \$229,677                 | \$86,204                       | 37.53%                         |
| CONS. APPLIC.           | \$8,320,587               | \$1,478,941                    | 17.77%                         | \$8,851,769               | \$1,537,480                    | 17.37%                         |
| OTHER SP. REV.          | \$39,973,015              | \$8,985,524                    | 22.48%                         | \$16,433,793              | \$3,724,895                    | 22.67%                         |
| <b>Special Revenues</b> | <b>\$52,477,673</b>       | <b>\$11,907,770</b>            | <b>22.69%</b>                  | <b>\$28,937,202</b>       | <b>\$7,062,286</b>             | <b>24.41%</b>                  |
| FOOD SERVICE            | \$7,503,819               | \$5,400,538                    | 71.97%                         | \$7,992,013               | \$5,192,162                    | 64.97%                         |
| INT & SINKING           | \$21,756,639              | \$18,331,297                   | 84.26%                         | \$23,614,035              | \$17,470,504                   | 73.98%                         |
| CONSTRUCTION FUND       | \$175,000                 | \$4,793,888                    | 2739.36%                       | \$1,000,000               | \$7,848,103                    | 784.81%                        |
| INTERNAL SERVICE        | \$0                       | \$9,948                        | 0.00%                          | \$0                       | \$18,519                       | 0.00%                          |
| <b>TOTAL REVENUE</b>    | <b>\$196,944,949</b>      | <b>\$115,076,329</b>           | <b>58.43%</b>                  | <b>\$185,723,013</b>      | <b>\$116,588,507</b>           | <b>62.78%</b>                  |
| <b>EXPENDITURES:</b>    |                           |                                |                                |                           |                                |                                |
| GNL. OPERATING          | \$118,736,339             | \$57,321,327                   | 48.28%                         | \$125,572,982             | \$66,989,416                   | 53.35%                         |
| ATHLETICS               | \$1,262,000               | \$663,161                      | 52.55%                         | \$1,262,000               | \$718,787                      | 56.96%                         |
| <b>General Fund</b>     | <b>\$119,998,339</b>      | <b>\$57,984,487</b>            | <b>48.32%</b>                  | <b>\$126,834,982</b>      | <b>\$67,708,203</b>            | <b>53.38%</b>                  |
| SP. EDUCATION           | \$3,949,618               | \$2,092,966                    | 52.99%                         | \$3,708,584               | \$2,361,214                    | 63.67%                         |
| VOCATIONAL              | \$234,453                 | \$80,556                       | 34.36%                         | \$229,677                 | \$92,204                       | 40.14%                         |
| CONS. APPLIC.           | \$8,320,587               | \$2,386,690                    | 28.68%                         | \$8,851,769               | \$2,433,713                    | 27.49%                         |
| OTHER SP. REV.          | \$40,861,856              | \$14,845,361                   | 36.33%                         | \$17,319,082              | \$5,561,584                    | 32.11%                         |
| <b>Special Revenues</b> | <b>\$53,366,514</b>       | <b>\$19,405,573</b>            | <b>36.36%</b>                  | <b>\$30,109,112</b>       | <b>\$10,448,715</b>            | <b>34.70%</b>                  |
| FOOD SERVICE            | \$7,276,219               | \$3,707,362                    | 50.95%                         | \$10,132,093              | \$4,121,809                    | 40.68%                         |
| INT & SINKING           | \$21,995,847              | \$21,993,345                   | 99.99%                         | \$22,019,484              | \$22,017,808                   | 99.99%                         |
| CONSTRUCTION FUND       | \$267,696,279             | \$67,811,061                   | 25.33%                         | \$127,615,052             | \$66,290,464                   | 51.95%                         |
| INTERNAL SERVICE        | \$435,080                 | \$239,570                      | 55.06%                         | \$441,126                 | \$306,341                      | 69.45%                         |
| <b>TOTAL EXPEND.</b>    | <b>\$470,768,278</b>      | <b>\$171,141,398</b>           | <b>36.35%</b>                  | <b>\$317,151,849</b>      | <b>\$170,893,339</b>           | <b>53.88%</b>                  |

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT  
 FINANCIAL SUMMARY  
 JANUARY 31, 2024

| FUND              | INVESTMENTS           | CHECKING<br>ACCOUNT | 1/31/2023<br>TOTAL CASH | INVESTMENTS        | CHECKING<br>ACCOUNT | 1/31/2024<br>TOTAL CASH |
|-------------------|-----------------------|---------------------|-------------------------|--------------------|---------------------|-------------------------|
| GNL. OPERATING    | 58,257,933            | 11,034,667          | 69,292,600              | 66,706,278         | 4,962,287           | 71,668,565              |
| ATHLETICS         | -                     | 41,918              | 41,918                  | -                  | 28,263              | 28,263                  |
| SPECIAL REVENUES  | -                     | (6,919,694)         | (6,919,694)             | -                  | (2,603,519)         | (2,603,519)             |
| FOOD SERVICE      | 6,808,622             | 119,569             | 6,928,191               | 8,115,700          | 120,857             | 8,236,557               |
| INT & SINKING     | 1,188,039             | 618                 | 1,188,657               | 2,975,423          | 618                 | 2,976,041               |
| CONSTRUCTION FUND | 183,939,252           | 908,165             | 184,847,417             | 81,539,523         | 35,026              | 81,574,550              |
| INTERNAL SERVICE  | 572,431               | (1,917,629)         | (1,345,198)             | 602,325            | (2,370,544)         | (1,768,219)             |
| PAYROLL           | -                     | 87,974              | 87,974                  | -                  | 77,823              | 77,823                  |
| <b>TOTAL</b>      | <b>\$ 250,766,276</b> | <b>\$ 3,355,588</b> | <b>\$ 254,121,864</b>   | <b>159,939,249</b> | <b>\$ 250,812</b>   | <b>\$ 160,190,061</b>   |

**GENERAL FUND**

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT  
YEAR TO DATE REVENUES AND EXPENSES COMPARISON  
JANUARY 2023 and JANUARY 2024**

| 7 month has passed = 58.33%     |  | 2022-2023             |                      |                | 2023-2024             |                      |                | CURRENT MONTH        |
|---------------------------------|--|-----------------------|----------------------|----------------|-----------------------|----------------------|----------------|----------------------|
|                                 | CURRENT BUDGET                         | YEAR TO DATE ACTUAL   | YEAR TO DATE %       | CURRENT BUDGET | YEAR TO DATE ACTUAL   | YEAR TO DATE %       |                |                      |
| <b>Revenues</b>                 |  |                       |                      |                |                       |                      |                |                      |
| 5700                            | Local Revenues                         | \$ 48,600,776         | \$ 36,427,440        | 74.95%         | \$ 50,023,172         | \$ 29,731,571        | 59.44%         | 12,308,027           |
| 5800                            | State Revenues                         | 62,817,597            | 37,055,417           | 58.99%         | 70,588,815            | 48,105,390           | 68.15%         | 8,691,889            |
| 5900                            | Federal Revenues                       | 3,240,670             | 1,145,248            | 35.34%         | 3,215,000             | 1,135,687            | 35.32%         | 97,088               |
|                                 | <b>Total Revenues</b>                  | <b>\$ 114,659,042</b> | <b>\$ 74,628,105</b> | <b>65.09%</b>  | <b>\$ 123,826,987</b> | <b>\$ 78,972,648</b> | <b>63.78%</b>  | <b>\$ 21,097,004</b> |
| <b>Expenses by Function</b>     |  |                       |                      |                |                       |                      |                |                      |
| 11                              | Instruction                            | \$ 72,078,371         | \$ 34,531,439        | 47.91%         | \$ 72,330,365         | \$ 39,465,158        | 54.56%         | 5,813,874            |
| 12                              | Instr. Resources/Media                 | 1,500,337             | 569,824              | 37.98%         | 1,528,295             | 846,103              | 55.36%         | 117,248              |
| 13                              | Curriculum Dev. & Staff Dev            | 861,074               | 288,405              | 33.49%         | 695,812               | 342,333              | 49.20%         | 41,228               |
| 21                              | Instructional Leadership               | 2,031,731             | 1,014,323            | 49.92%         | 2,094,603             | 1,024,358            | 48.90%         | 139,675              |
| 23                              | School Leadership                      | 7,629,932             | 3,911,165            | 51.26%         | 7,291,005             | 4,336,935            | 59.48%         | 604,225              |
| 31                              | Guidance, Counseling & Evaluation Svcs | 4,034,879             | 1,995,013            | 49.44%         | 4,126,192             | 2,308,251            | 55.94%         | 301,598              |
| 32                              | Social Work Services                   | 439,079               | 205,538              | 46.81%         | 285,027               | 138,336              | 48.53%         | 17,021               |
| 33                              | Health Services                        | 1,950,871             | 756,178              | 38.76%         | 1,948,447             | 1,073,218            | 55.08%         | 139,943              |
| 34                              | Student Transportation                 | 3,019,800             | 1,752,521            | 58.03%         | 5,390,900             | 1,883,303            | 34.93%         | 351,174              |
| 35                              | Food Service                           | -                     | 14,106               | 0.00%          | 21,618                | 29,674               | 137.27%        | 0                    |
| 36                              | Co-Curricular/Extracurricular          | 4,196,188             | 1,850,140            | 44.09%         | 3,740,902             | 1,995,543            | 53.34%         | 306,092              |
| 41                              | General Administration                 | 3,653,130             | 1,840,372            | 50.38%         | 4,582,628             | 3,044,698            | 66.44%         | 300,281              |
| 51                              | Plant Maint. & Operations              | 12,092,202            | 6,711,770            | 55.50%         | 15,366,816            | 7,256,595            | 47.22%         | 1,085,984            |
| 52                              | Security & Monitoring                  | 893,932               | 422,627              | 47.28%         | 1,581,521             | 1,017,718            | 64.35%         | 230,878              |
| 53                              | Data Processing Services               | 3,397,787             | 1,628,851            | 47.94%         | 3,649,520             | 2,527,280            | 69.25%         | 422,342              |
| 61                              | Community Services                     | 13,918                | 11,158               | 80.17%         | 19,578                | 17,696               | 90.39%         | 1,906                |
| 71                              | Debt Service                           | 1,184,062             | 122,062              | 10.31%         | 1,103,600             | 31,800               | 2.88%          | -                    |
| 81                              | Facilities Acquisition & Construction  | -                     | -                    | 0.00%          | -                     | -                    | 0.00%          | -                    |
| 93                              | Payments to Fiscal Agent of SSA        | 100,000               | -                    | 0.00%          | 100,000               | -                    | 0.00%          | -                    |
| 95                              | Payments to JJAEP                      | 40,000                | 8,342                | 20.86%         | 40,000                | 13,416               | 33.54%         | 4,902                |
| 99                              | Intergovernmental Charges              | 706,046               | 350,654              | 49.66%         | 763,152               | 355,791              | 46.62%         | -                    |
|                                 | <b>Total Expenditures</b>              | <b>\$ 119,823,339</b> | <b>\$ 57,984,487</b> | <b>48.39%</b>  | <b>\$ 126,659,982</b> | <b>\$ 67,708,203</b> | <b>53.46%</b>  | <b>\$ 9,878,371</b>  |
| <b>Other Sources and (Uses)</b> |  |                       |                      |                |                       |                      |                |                      |
| 7900                            | Non-Operating Resources                | 372,776               | 4,783                | 1.28%          | 352,776               | 24,285               | 6.88%          | -                    |
| 8900                            | Other Uses-Non-operating               | (175,000)             | -                    | 0.00%          | (175,000)             | -                    | 0.00%          | -                    |
|                                 | <b>Total Other Sources and Uses</b>    | <b>\$ 197,776</b>     | <b>\$ 4,783</b>      | <b>2.42%</b>   | <b>\$ 177,776</b>     | <b>\$ 24,285</b>     | <b>13.66%</b>  | <b>\$ -</b>          |
|                                 | <b>Net Change in Fund Balance</b>      | <b>\$ (4,966,521)</b> | <b>\$ 16,648,401</b> | <b>335.21%</b> | <b>\$ (2,655,219)</b> | <b>\$ 11,288,730</b> | <b>425.15%</b> | <b>\$ 11,218,633</b> |

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT  
YEAR TO DATE GENERAL FUND REVENUES COMPARISON  
JANUARY 2023 and JANUARY 2024**

|                                   |  | 2022-2023             |                      |               | 2023-2024             |                      |               | Current Month        |
|-----------------------------------|--|-----------------------|----------------------|---------------|-----------------------|----------------------|---------------|----------------------|
|                                   |  | BUDGET                | ACTUAL               | %             | BUDGET                | ACTUAL               | %             |                      |
| <b>Local Revenues</b>             |  |                       |                      |               |                       |                      |               |                      |
| 5711                              | Current year tax levy                          | 46,542,933            | \$ 34,386,562        | 73.88%        | 47,000,000            | \$ 26,921,342        | 57.28%        | 11,857,695           |
| 5712                              | Taxes-delinquent                               | 772,340               | 553,602              | 71.68%        | 675,000               | 516,151              | 76.47%        | 45,990               |
| 5719                              | Tax penalties & interest                       | 483,767               | 219,723              | 45.42%        | 495,000               | 201,949              | 40.80%        | 32,241               |
| 5735                              | Summer school tuition                          | -                     | -                    | 0.00%         | -                     | -                    | 0.00%         | -                    |
| 5739                              | Tuition and Fess Local                         | 90,000                | 13,244               | 14.72%        | 30,000                | 26,832               | 89.44%        | 9,804                |
| 5742                              | Interest income                                | 85,000                | 647,967              | 762.31%       | 1,000,000             | 1,285,863            | 128.59%       | 273,735              |
| 5743                              | Facilities rental                              | 100,000               | 61,500               | 61.50%        | 100,000               | 55,264               | 55.26%        | 5,425                |
| 5744                              | Gifts and local grants                         | -                     | 150,000              | 0.00%         | -                     | -                    | 0.00%         | -                    |
| 5745                              | Insurance Proceeds                             | -                     | -                    | 0.00%         | -                     | -                    | 0.00%         | -                    |
| 5749                              | Miscellaneous revenue                          | 144,000               | 99,546               | 69.13%        | 396,172               | 392,277              | 99.02%        | 65,365               |
| 5755                              | Enterprise Revenue                             | 12,736                | 8,206                | 64.43%        | 7,000                 | 10,137               | 144.81%       | 2,673                |
|                                   | <b>Local revenues to date before Athletics</b> | <b>48,230,776</b>     | <b>36,140,350</b>    | <b>74.93%</b> | <b>49,703,172</b>     | <b>29,409,815</b>    | <b>59.17%</b> | <b>\$ 12,292,928</b> |
| 5752                              | Scoreboard Fund                                | 20,000                | 22,460               | 112.30%       | 20,000                | 20,920               | 104.60%       | -                    |
| 5752                              | Athletics Fund ticket sales                    | 350,000               | 264,630              | 75.61%        | 300,000               | 300,836              | 100.28%       | 15,099               |
|                                   | <b>Total local revenues to date</b>            | <b>48,600,776</b>     | <b>36,427,440</b>    | <b>74.95%</b> | <b>50,023,172</b>     | <b>29,731,571</b>    | <b>59.44%</b> | <b>\$ 12,308,027</b> |
| <b>State Revenues</b>             |  |                       |                      |               |                       |                      |               |                      |
| 5811                              | Available School Fund                          | 5,498,654             | 2,828,108            | 51.43%        | 4,750,000             | 2,135,042            | 44.95%        | 478,416              |
| 5812                              | Foundation entitlements                        | 51,267,591            | 31,205,392           | 60.87%        | 60,891,885            | 42,530,958           | 69.85%        | 7,690,924            |
| 5819                              | Other FSP Programs                             | -                     | -                    | 0.00%         | -                     | -                    | 0.00%         | -                    |
| 5829                              | Misc. state programs                           | -                     | -                    | 0.00%         | -                     | -                    | 0.00%         | -                    |
| 5831                              | TRS On-behalf                                  | 6,051,352             | 3,021,917            | 49.94%        | 4,946,930             | 3,439,390            | 69.53%        | 522,549              |
|                                   | <b>Total state revenues to date</b>            | <b>62,817,597</b>     | <b>37,055,417</b>    | <b>58.99%</b> | <b>70,588,815</b>     | <b>48,105,390</b>    | <b>68.15%</b> | <b>8,691,889</b>     |
| <b>Federal Revenues</b>           |  |                       |                      |               |                       |                      |               |                      |
| 5919                              | Other Federal Revenues                         | 125,000               | -                    | 0.00%         | 25,000                | -                    | 0.00%         | -                    |
| 5927                              | Indirect costs                                 | -                     | -                    | 0.00%         | -                     | -                    | 0.00%         | -                    |
| 5929                              | Miscellaneous Federal Revenue                  | 270,000               | 32,940               | 12.20%        | 75,000                | 70,895               | 94.53%        | 34,116               |
| 5931                              | SHARS Revenue                                  | 2,527,670             | 1,034,558            | 40.93%        | 2,800,000             | 761,946              | 27.21%        | 45,100               |
| 5931                              | SHARS Revenue-Deferred                         | -                     | -                    | 0.00%         | -                     | -                    | 0.00%         | -                    |
| 5941                              | Impact Aid                                     | 140,000               | -                    | 0.00%         | 150,000               | 199,198              | 132.80%       | -                    |
| 5946                              | ROTC salary reimbursement                      | 178,000               | 77,750               | 43.68%        | 165,000               | 103,648              | 62.82%        | 17,872               |
|                                   | <b>Total federal revenues to date</b>          | <b>3,240,670</b>      | <b>1,145,248</b>     | <b>35.34%</b> | <b>3,215,000</b>      | <b>1,135,687</b>     | <b>35.32%</b> | <b>97,088</b>        |
| <b>Non-Operating Resources</b>    |  |                       |                      |               |                       |                      |               |                      |
| 7912                              | Sale of assets                                 | 30,000                | 4,783                | 15.94%        | 10,000                | 24,285               | 242.85%       | -                    |
| 7915                              | Transfers from Other Funds                     | 342,776               | -                    | 0.00%         | 342,776               | -                    | 0.00%         | -                    |
|                                   | <b>Total non-operating resources</b>           | <b>372,776</b>        | <b>4,783</b>         | <b>1.28%</b>  | <b>352,776</b>        | <b>24,285</b>        | <b>6.88%</b>  | <b>-</b>             |
| <b>GRAND TOTAL - GENERAL FUND</b> |  | <b>\$ 115,031,818</b> | <b>\$ 74,632,888</b> | <b>64.88%</b> | <b>\$ 124,179,763</b> | <b>\$ 78,996,933</b> | <b>63.61%</b> | <b>\$ 21,097,004</b> |

**FOOD SERVICE FUND**

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT  
YEAR TO DATE REVENUES AND EXPENSES COMPARISON  
JANUARY 2023 and JANUARY 2024**

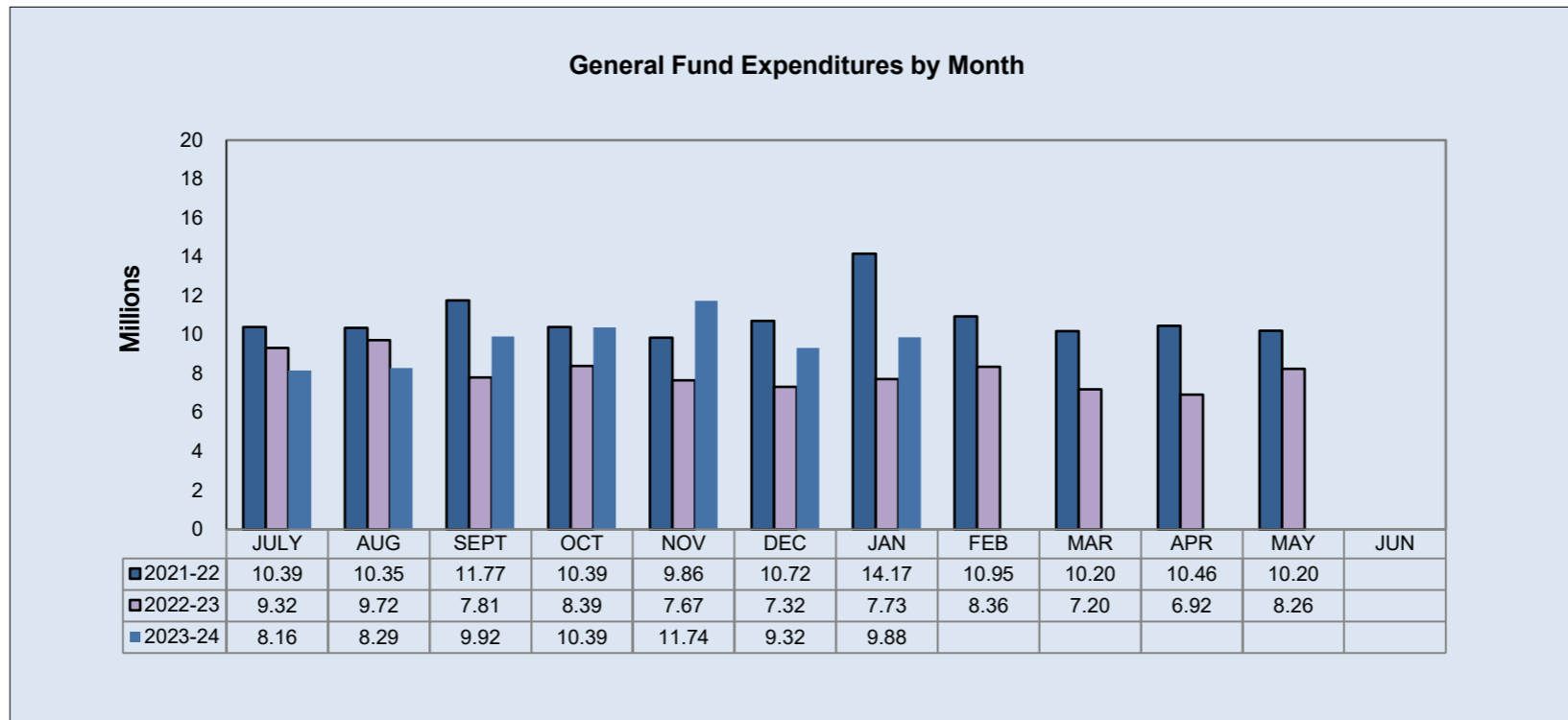
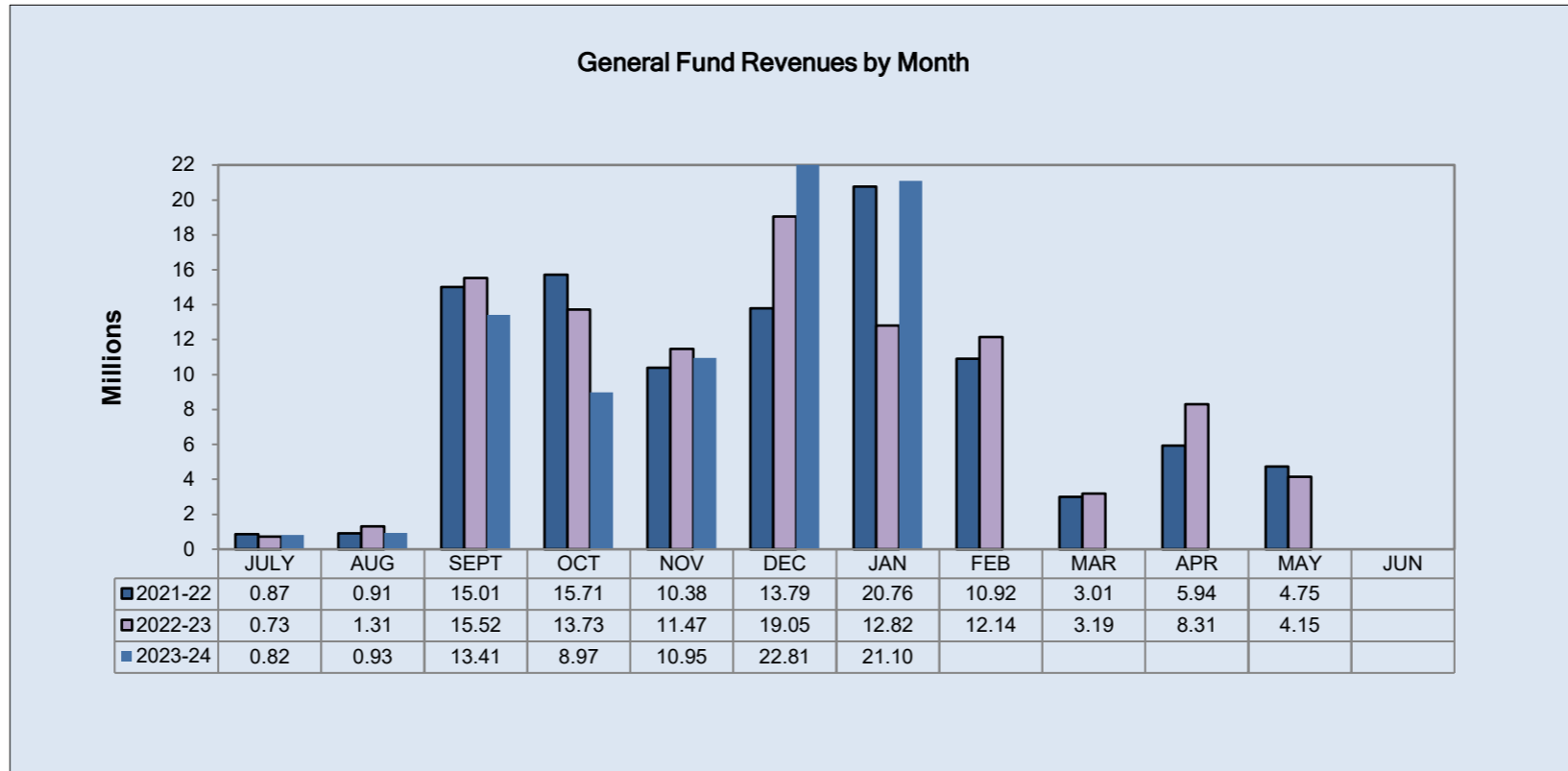
| 7 months has passed = 58.33%    |                                       | 2022-2023           |                     |                | 2023-2024             |                     |               | CURRENT MONTH     |
|---------------------------------|---------------------------------------|---------------------|---------------------|----------------|-----------------------|---------------------|---------------|-------------------|
|                                 | CURRENT BUDGET                        | YEAR TO DATE ACTUAL | YEAR TO DATE %      | CURRENT BUDGET | YEAR TO DATE ACTUAL   | YEAR TO DATE %      |               |                   |
| <b>Revenues</b>                 |                                       |                     |                     |                |                       |                     |               |                   |
| 5700                            | Local Revenues                        | 830,901             | \$ 951,982          | 114.57%        | 844,581               | \$ 1,094,051        | 129.54%       | 230,563           |
| 5800                            | State Revenues                        | 36,000              | -                   | 0.00%          | 36,000                | -                   | 0.00%         | -                 |
| 5900                            | Federal Revenues                      | 6,309,437           | 4,287,980           | 67.96%         | 6,751,756             | 3,955,035           | 58.58%        | 735,099           |
| 5900                            | After School Supper Program           | 272,175             | 160,098             | 58.82%         | 301,890               | 143,009             | 47.37%        | 27,520            |
| 5900                            | After School Snack Program            | 55,306              | -                   | 0.00%          | 57,786                | -                   | 0.00%         | -                 |
|                                 | <b>Total Revenues</b>                 | <b>\$ 7,503,819</b> | <b>\$ 5,400,060</b> | <b>71.96%</b>  | <b>\$ 7,992,013</b>   | <b>\$ 5,192,095</b> | <b>64.97%</b> | <b>\$ 993,182</b> |
| <b>Expenses by Function</b>     |                                       |                     |                     |                |                       |                     |               |                   |
| 35                              | Food Service                          | \$ 6,933,443        | \$ 3,707,362        | 53.47%         | \$ 9,789,317          | \$ 4,121,809        | 42.11%        | 679,574           |
| 51                              | Plant Maint. & Operations             | -                   | -                   | 0.00%          | -                     | -                   | 0.00%         | -                 |
| 81                              | Facilities Acquisition & Construction | -                   | -                   | 0.00%          | -                     | -                   | 0.00%         | -                 |
|                                 | <b>Total Expenditures</b>             | <b>\$ 6,933,443</b> | <b>\$ 3,707,362</b> | <b>53.47%</b>  | <b>\$ 9,789,317</b>   | <b>\$ 4,121,809</b> | <b>42.11%</b> | <b>\$ 679,574</b> |
| <b>Other Sources and (Uses)</b> |                                       |                     |                     |                |                       |                     |               |                   |
| 7900                            | Non-Operating Resources               | \$ -                | \$ 478              | 0.00%          |                       | \$ 67               | 0.00%         | -                 |
| 8900                            | Other Uses-Non-operating              | (342,776)           | -                   | 0.00%          | (342,776)             | -                   | 0.00%         | -                 |
|                                 | <b>Total Other Sources and Uses</b>   | <b>\$ (342,776)</b> | <b>\$ 478</b>       | <b>0.14%</b>   | <b>\$ (342,776)</b>   | <b>\$ 67</b>        | <b>0.02%</b>  | <b>\$ -</b>       |
|                                 | <b>Net Change in Fund Balance</b>     | <b>\$ 227,600</b>   | <b>\$ 1,693,176</b> | <b>743.93%</b> | <b>\$ (2,140,080)</b> | <b>\$ 1,070,353</b> | <b>50.01%</b> | <b>\$ 313,608</b> |

**DEBT SERVICE AND  
CAPITAL PROJECTS FUNDS**

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT  
YEAR TO DATE REVENUES AND EXPENSES COMPARISON  
JANUARY 2023 and JANUARY 2024**

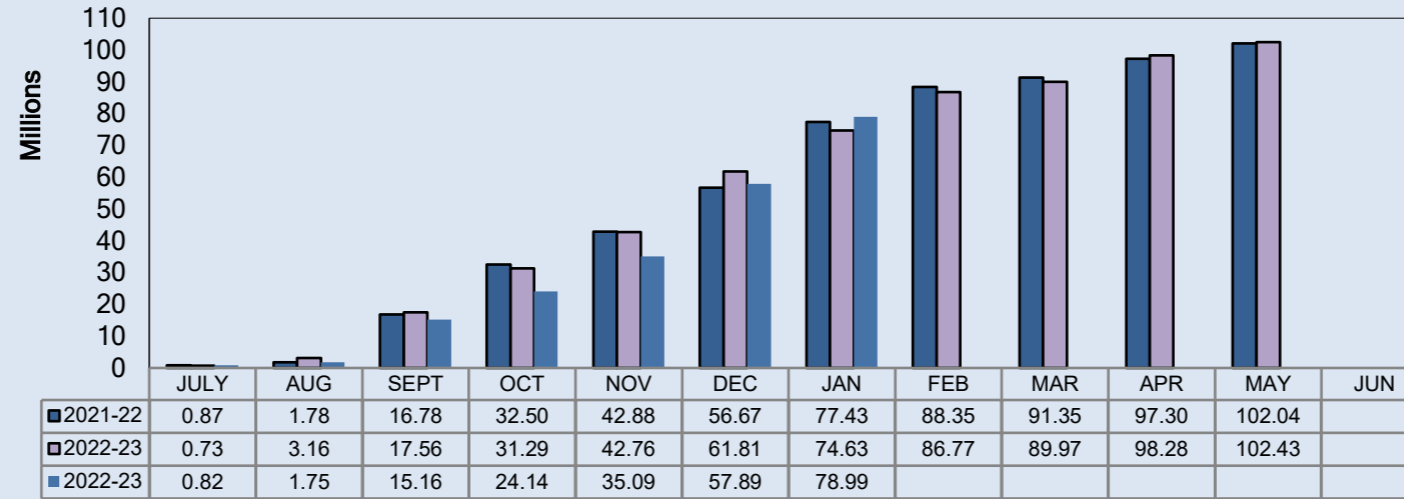
| DEBT SERVICE FUND<br>7 months has passed = 58.33 %           |                                       | 2022-2023               |                        |                 | 2023-2024               |                        |                | CURRENT MONTH          |
|--|---------------------------------------|-------------------------|------------------------|-----------------|-------------------------|------------------------|----------------|------------------------|
|  |                                       | CURRENT BUDGET          | YEAR TO DATE ACTUAL    | YEAR TO DATE %  | CURRENT BUDGET          | YEAR TO DATE ACTUAL    | YEAR TO DATE % |                        |
| <b>Revenues</b>  |                                       |                         |                        |                 |                         |                        |                |                        |
| 5700   | Local Revenues                        | 21,756,639              | \$ 17,100,067          | 78.60%          | 23,614,035              | \$ 16,407,271          | 69.48%         | 7,113,041              |
| 5800   | State Revenues                        | -                       | 1,231,230              | 0.00%           | -                       | 1,063,233              | 0.00%          | -                      |
| 5900   | Federal Revenues                      | -                       | -                      | 0.00%           | -                       | -                      | 0.00%          | -                      |
|  | <b>Total Revenues</b>                 | <b>\$ 21,756,639</b>    | <b>\$ 18,331,297</b>   | <b>84.26%</b>   | <b>\$ 23,614,035</b>    | <b>\$ 17,470,504</b>   | <b>73.98%</b>  | <b>\$ 7,113,041</b>    |
| <b>Expenses by Function</b>                                  |                                       |                         |                        |                 |                         |                        |                |                        |
| 71   | Debt Service                          | \$ 21,995,847           | \$ 21,993,345          | 99.99%          | \$ 22,019,484           | \$ 22,017,808          | 99.99%         | 16,964,066             |
|  | <b>Total Expenditures</b>             | <b>\$ 21,995,847</b>    | <b>\$ 21,993,345</b>   | <b>99.99%</b>   | <b>\$ 22,019,484</b>    | <b>\$ 22,017,808</b>   | <b>99.99%</b>  | <b>\$ 16,964,066</b>   |
| <b>Other Sources and (Uses)</b>                              |                                       |                         |                        |                 |                         |                        |                |                        |
| 7900   | Non-Operating Resources               | \$ -                    | \$ -                   | 0.00%           | \$ -                    | \$ -                   | 0.00%          | -                      |
|  | <b>Total Other Sources and (Uses)</b> | <b>\$ -</b>             | <b>\$ -</b>            | <b>0.00%</b>    | <b>\$ -</b>             | <b>\$ -</b>            | <b>0.00%</b>   | <b>\$ -</b>            |
|  | <b>Net Change in Fund Balance</b>     | <b>\$ (239,208)</b>     | <b>\$ (3,662,048)</b>  | <b>1530.91%</b> | <b>\$ 1,594,551</b>     | <b>\$ (4,547,304)</b>  | <b>285.18%</b> | <b>\$ (9,851,025)</b>  |
| <b>CAPITAL PROJECTS FUND</b><br>7 months has passed = 58.33% |                                       |                         |                        |                 |                         |                        |                |                        |
|  |                                       | CURRENT BUDGET          | YEAR TO DATE ACTUAL    | YEAR TO DATE %  | CURRENT BUDGET          | YEAR TO DATE ACTUAL    | YEAR TO DATE % | CURRENT MONTH          |
| <b>Revenues</b>  |                                       |                         |                        |                 |                         |                        |                |                        |
| 5700   | Local Revenues - Interest             | -                       | \$ 2,668,154           | 0.00%           | 1,000,000               | \$ 3,428,103           | 342.81%        | 364,101                |
| 5700   | Local Revenues - Gifts and Bequests   | -                       | 2,125,734              | 0.00%           | -                       | \$ 4,420,000           | 0.00%          | 2,795,000              |
| 5800   | State Revenues                        | -                       | -                      | 0.00%           | -                       | -                      | 0.00%          | -                      |
| 5900   | Federal Revenues                      | -                       | -                      | 0.00%           | -                       | -                      | 0.00%          | -                      |
|  | <b>Total Revenues</b>                 | <b>\$ -</b>             | <b>\$ 4,793,888</b>    | <b>0.00%</b>    | <b>\$ 1,000,000</b>     | <b>\$ 7,848,103</b>    | <b>784.81%</b> | <b>\$ 3,159,101</b>    |
| <b>Expenses by Function</b>                                  |                                       |                         |                        |                 |                         |                        |                |                        |
| 11   | Instruction                           | -                       | -                      | 0.00%           | -                       | -                      | 0.00%          | -                      |
| 51   | Plant M&O                             | -                       | -                      | 0.00%           | -                       | -                      | 0.00%          | -                      |
| 71   | Debt Services                         | -                       | -                      | 0.00%           | -                       | -                      | 0.00%          | -                      |
| 81   | Facilities Acquisition & Construction | 267,696,279             | 67,811,061             | 25.33%          | 127,615,052             | 66,290,464             | 51.95%         | 22,517,865             |
|  | <b>Total Expenditures</b>             | <b>\$ 267,696,279</b>   | <b>\$ 67,811,061</b>   | <b>25.33%</b>   | <b>\$ 127,615,052</b>   | <b>\$ 66,290,464</b>   | <b>51.95%</b>  | <b>\$ 22,517,865</b>   |
| <b>Other Sources and (Uses)</b>                              |                                       |                         |                        |                 |                         |                        |                |                        |
| 7900   | Non-Operating Resources               | 175,000                 | -                      | 0.00%           | -                       | -                      | 0.00%          | -                      |
| 8900   | Other Uses-Non-operating              | -                       | -                      | 0.00%           | -                       | -                      | 0.00%          | -                      |
|  | <b>Total Other Sources and (Uses)</b> | <b>\$ 175,000</b>       | <b>\$ -</b>            | <b>0.00%</b>    | <b>\$ -</b>             | <b>\$ -</b>            | <b>0.00%</b>   | <b>\$ -</b>            |
|  | <b>Net Change in Fund Balance</b>     | <b>\$ (267,521,279)</b> | <b>\$ (63,017,173)</b> | <b>23.56%</b>   | <b>\$ (126,615,052)</b> | <b>\$ (58,442,361)</b> | <b>46.16%</b>  | <b>\$ (19,358,764)</b> |

**Board Graphs  
January 31, 2024**

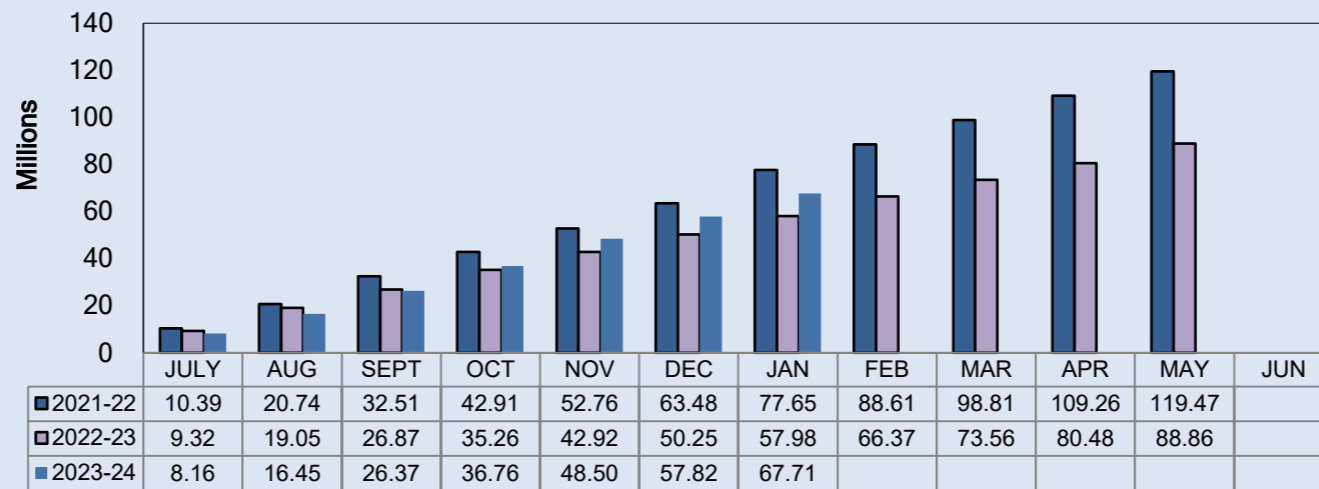


**Board Graphs  
January 31, 2024**

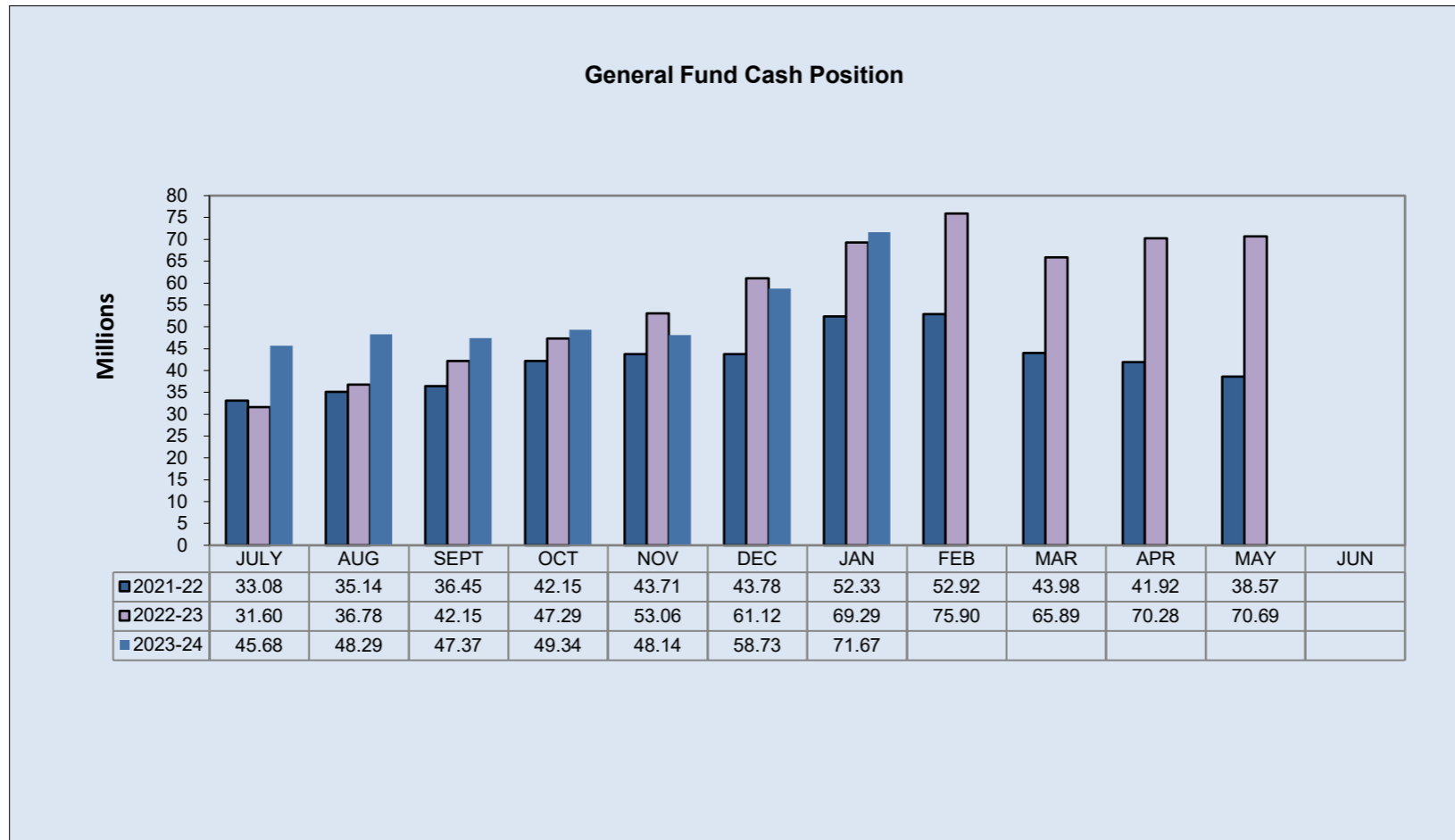
**General Fund Revenues  
Cumulative Year To Date Totals**



**General Fund Expenditures  
Cumulative Year to Date Totals**



**Board Graphs  
January 31, 2024**



**WICHITA FALLS ISD**  
**Investments Report**  
**January 31, 2024**

| INVESTMENTS  | YIELD RATE | PAR VALUE               | PURCHASE COST           | CURRENT BOOK VALUE      | MARKET VALUE @ 1/31/2024 | INTEREST CURRENT MONTH | INTEREST YEAR TO DATE |
|--|------------|-------------------------|-------------------------|-------------------------|--------------------------|------------------------|-----------------------|
| <b>GENERAL OPERATING FUND</b>                          |            |                         |                         |                         |                          |                        |                       |
| American National MMKT                                 | 0.4500%    | \$27,848.18             | \$27,848.18             | \$27,848.18             | \$27,848.18              | \$10.64                | \$8,674.64            |
| TexasTERM Balance                                      | 5.3600%    | \$1,247,447.07          | \$1,247,447.07          | \$1,247,447.07          | \$1,247,447.07           | \$5,638.29             | \$38,431.98           |
| TEXPOOL BALANCE  | 5.3455%    | \$38,499,894.66         | \$38,499,894.66         | \$38,499,894.66         | \$38,499,894.66          | \$141,797.18           | \$589,124.20          |
| TEXPOOL Prime BALANCE                                  | 5.5480%    | \$17,042,860.00         | \$17,042,860.00         | \$17,042,860.00         | \$17,042,860.00          | \$79,929.15            | \$335,430.90          |
| First National Bank -ICS                               | 5.4980%    | \$3,378,955.13          | \$3,378,955.13          | \$3,378,955.13          | \$3,378,955.13           | \$15,741.56            | \$106,176.12          |
| American National CDARS MMKT                           | 0.3500%    | \$88.88                 | \$88.88                 | \$88.88                 | \$88.88                  | \$0.03                 | \$386.59              |
| American National Bank -ICS                            | 5.5500%    | \$6,509,183.65          | \$6,509,183.65          | \$6,509,183.65          | \$6,509,183.65           | \$30,618.15            | \$207,638.92          |
| INTRA-MONTH CD ACTIVITY                                |            |                         |                         |                         |                          |                        |                       |
| PREVIOUS MONTH'S MATURITIES                            |            |                         |                         |                         |                          |                        | \$0.00                |
| <b>TOTAL GENERAL FUND</b>                              |            | <b>\$66,706,277.57</b>  | <b>\$66,706,277.57</b>  | <b>\$66,706,277.57</b>  | <b>\$66,706,277.57</b>   | <b>\$273,735.00</b>    | <b>\$1,285,863.35</b> |
| <b>FOOD SERVICE FUND</b>                               |            |                         |                         |                         |                          |                        |                       |
| TEXPOOL BALANCE  | 5.3455%    | \$8,106,055.97          | \$8,106,055.97          | \$8,106,055.97          | \$8,106,055.97           | \$34,166.00            | \$228,162.28          |
| TEXPOOL Prime BALANCE                                  | 5.5480%    | \$9,643.81              | \$9,643.81              | \$9,643.81              | \$9,643.81               | \$45.28                | \$309.10              |
| INTRA-MONTH CD ACTIVITY                                |            |                         |                         |                         |                          |                        |                       |
| PREVIOUS MONTH'S MATURITIES                            |            |                         |                         |                         |                          |                        | \$0.00                |
| <b>TOTAL FOOD SERVICE FUND</b>                         |            | <b>\$8,115,699.78</b>   | <b>\$8,115,699.78</b>   | <b>\$8,115,699.78</b>   | <b>\$8,115,699.78</b>    | <b>\$34,211.28</b>     | <b>\$228,471.38</b>   |
| <b>INTEREST AND SINKING FUND</b>                       |            |                         |                         |                         |                          |                        |                       |
| TEXPOOL BALANCE  | 5.3455%    | \$2,973,979.37          | \$2,973,979.37          | \$2,973,979.37          | \$2,973,979.37           | \$64,178.48            | \$174,014.64          |
| TEXPOOL Prime BALANCE                                  | 5.5480%    | \$1,443.90              | \$1,443.90              | \$1,443.90              | \$1,443.90               | \$6.82                 | \$46.19               |
| INTRA-MONTH CD ACTIVITY                                |            |                         |                         |                         |                          |                        |                       |
| PREVIOUS MONTH'S MATURITIES                            |            |                         |                         |                         |                          |                        | \$0.00                |
| <b>TOTAL INTEREST AND SINKING FUND</b>                 |            | <b>\$2,975,423.27</b>   | <b>\$2,975,423.27</b>   | <b>\$2,975,423.27</b>   | <b>\$2,975,423.27</b>    | <b>\$64,185.30</b>     | <b>\$174,060.83</b>   |
| <b>BOND CONSTRUCTION FUND</b>                          |            |                         |                         |                         |                          |                        |                       |
| American National MMKT                                 | 0.9000%    | \$9,134,507.82          | \$9,134,507.82          | \$9,134,507.82          | \$9,134,507.82           | \$6,268.57             | \$33,621.67           |
| TEXPOOL BALANCE  | 5.3455%    | \$2,783.40              | \$2,783.40              | \$2,783.40              | \$2,783.40               | \$79.07                | \$139,386.41          |
| TEXPOOL Prime BALANCE                                  | 5.5480%    | \$65,737,008.35         | \$65,737,008.35         | \$65,737,008.35         | \$65,737,008.35          | \$357,738.65           | \$3,106,624.18        |
| BOND SAFEKEEPING (Bonds/Treasury Notes Investments)    |            | \$6,662,318.96          | \$6,662,318.96          | \$6,662,318.96          | \$6,662,318.96           | \$0.00                 | \$145,564.85          |
| ANB ICS BOND SAFEKEEPING HOLDING ACCOUNT               | 5.5500%    | \$2,904.93              | \$2,904.93              | \$2,904.93              | \$2,904.93               | \$13.61                | \$2,904.93            |
| INTRA-MONTH CD ACTIVITY                                |            |                         |                         |                         |                          |                        |                       |
| PREVIOUS MONTH'S MATURITIES                            |            |                         |                         |                         |                          |                        |                       |
| <b>TOTAL BOND CONSTRUCTION FUND</b>                    |            | <b>\$81,539,523.46</b>  | <b>\$81,539,523.46</b>  | <b>\$81,539,523.46</b>  | <b>\$81,539,523.46</b>   | <b>\$364,099.90</b>    | <b>\$3,428,102.04</b> |
| <b>WORKER'S COMPENSATION FUND</b>                      |            |                         |                         |                         |                          |                        |                       |
| TEXPOOL BALANCE  | 5.3455%    | \$602,324.78            | \$602,324.78            | \$602,324.78            | \$602,324.78             | \$2,722.19             | \$18,519.18           |
| PREVIOUS MONTH'S MATURITIES                            |            |                         |                         |                         |                          |                        |                       |
| <b>TOTAL WORKER'S COMPENSATION FUND</b>                |            | <b>\$602,324.78</b>     | <b>\$602,324.78</b>     | <b>\$602,324.78</b>     | <b>\$602,324.78</b>      | <b>\$2,722.19</b>      | <b>\$18,519.18</b>    |
| <b>TOTAL WFISD INVESTMENTS &amp; INTEREST EARNINGS</b> |            | <b>\$159,939,248.86</b> | <b>\$159,939,248.86</b> | <b>\$159,939,248.86</b> | <b>\$159,939,248.86</b>  | <b>\$738,953.67</b>    | <b>\$5,135,016.78</b> |
| <b>TEXPOOL HIGHEST BALANCE 01/26/2024:</b>             |            |                         |                         |                         |                          |                        |                       |
| GENERAL OPERATING FUND                                 |            | \$53,560,042.12         |                         |                         |                          |                        |                       |
| FOOD SERVICE   |            | \$8,081,488.50          |                         |                         |                          |                        |                       |
| INTEREST & SINKING FUND                                |            | \$18,420,576.77         |                         |                         |                          |                        |                       |
| BOND CONSTRUCTION                                      |            | \$75,895,356.98         |                         |                         |                          |                        |                       |
| WORKER'S COMPENSATION                                  |            | \$599,602.59            |                         |                         |                          |                        |                       |
| MAINTENANCE TAX NOTE                                   |            | \$0.00                  |                         |                         |                          |                        |                       |
| <b>TOTAL</b>   |            | <b>\$156,557,066.96</b> |                         |                         |                          |                        |                       |

**Wichita Falls ISD**  
Property Tax Collections Report  
January 31, 2024

This statement is compiled from the tax collections monthly statement for the month of January 2024 submitted to us by the Wichita County Tax Assessor-Collector, Tommy Smyth.

This statement shows total collections for the month. The breakdown is as follows:

**Maintenance & Operations**

| <u>Original Levy</u>                     | <u>Adjustments</u> | <u>Adjusted Levy</u> |             | January 2024    | FYTD          | YTD                 | 2023-24       |
|--|--------------------|----------------------|-------------|-----------------|---------------|---------------------|---------------|
|  |                    |                      |             | Collections     | Collected     | Collected           | Budget        |
| \$ 37,013,496                            | \$ (198,869.80)    | \$ 7,489,386         | Current     |                 |               |                     |               |
| \$ 1,706,818                             | \$ (120,726.44)    | \$ 1,475,832         | Prior Years |                 |               |                     |               |
| <hr/>                                    |                    |                      |             |                 |               |                     |               |
| Current Year                             |                    |                      |             | \$13,162,493.03 | 29,325,239.92 | 29,325,239.92       | \$ 47,000,000 |
| Prior Years                              |                    |                      |             | 45,844.26       | 521,301.56    | 110,259.16          | 675,000       |
| Penalty, Interest, & Misc Fees Collected |                    |                      |             | 36,701.13       | 208,572.22    | 110,880.98          | 495,000       |
| Refunds                                  |                    |                      |             | (44,448.15)     | (225,237.61)  | (157,314.99)        |               |
| Adjustments                              |                    |                      |             | (99,773.68)     | (402,215.34)  | (319,596.25)        |               |
| <hr/>                                    |                    |                      |             |                 |               |                     |               |
| Totals                                   |                    |                      |             | \$13,100,816.59 | 29,427,660.75 | 29,069,468.82       | 48,170,000    |
| <hr/>                                    |                    |                      |             |                 |               |                     |               |
| Uncollected Levy                         |                    |                      |             |                 |               | <b>\$ 8,965,218</b> |               |

**Interest & Sinking**

| <u>Original Levy</u>                     | <u>Adjustments</u> | <u>Adjusted Levy</u> |             | January 2024    | FYTD            | YTD                 | 2023-24       |
|--|--------------------|----------------------|-------------|-----------------|-----------------|---------------------|---------------|
|  |                    |                      |             | Collections     | Collected       | Collected           | Budget        |
| \$ 21,927,375                            | \$ (117,813.46)    | \$ 4,436,831         | Current     |                 |                 |                     |               |
| \$ 422,274                               | \$ (71,520.15)     | \$ 312,084           | Prior Years |                 |                 |                     |               |
| <hr/>                                    |                    |                      |             |                 |                 |                     |               |
| Current Year                             |                    |                      |             | \$ 7,797,666.34 | \$17,372,730.20 | 17,372,730.20       | \$ 23,243,584 |
| Prior Years                              |                    |                      |             | 17,413.83       | 226,717.23      | 38,670.35           | 145,832       |
| Penalty, Interest, & Misc Fees Collected |                    |                      |             | 7,172.53        | 60,684.81       | 25,239.47           | 99,619        |
| Refunds                                  |                    |                      |             | (24,258.06)     | (109,531.12)    | (78,508.90)         |               |
| Adjustments                              |                    |                      |             | (59,107.42)     | (229,624.10)    | (189,333.60)        |               |
| <hr/>                                    |                    |                      |             |                 |                 |                     |               |
| Totals                                   |                    |                      |             | \$ 7,738,887.22 | \$17,320,977.02 | 17,168,797.52       | 23,489,035    |
| <hr/>                                    |                    |                      |             |                 |                 |                     |               |
| Uncollected Levy                         | 13,714,133         |                      |             |                 |                 | <b>\$ 4,748,915</b> |               |

**YEAR-TO-DATE SUMMARY PART C**

Tax Year = 2023 and Year End Date = 1/31/2024 and Month Range from 1/1/2024 to 1/31/2024 and Tax Units = {multiple} and Date Type = 1

**002 - WICHITA FALLS I.S.D.**

**CURRENT YEAR INFORMATION**

Start Financial Year 10/01/2023 12

|   |  |   |                         |  |   |  |   |
|---|--|---|-------------------------|--|---|--|---|
| <b>Start Value</b><br>9,776,152,667     | <b>Start Exemption</b><br>4,174,431,761    | <b>Start Taxable</b><br>5,601,720,906               | <b>Rate</b><br>1.142399 | <b>Calc Start Levy</b><br>63,994,003.61          | <b>Actual Start Levy</b><br>58,940,870.48   | <b>Start Frozen Loss</b><br>5,053,128.24 | <b>Start + Frozen</b><br>63,993,998.72        |
| <b>Adjusted Value</b><br>9,771,965,452  | <b>Adjusted Exemption</b><br>4,197,483,980 | <b>Adj Taxable</b><br>5,574,481,472                 | <b>Rate</b><br>1.142399 | <b>Calc Adj Levy</b><br>63,682,820.59            | <b>Actual Current Levy</b><br>58,624,187.22 | <b>Adj Frozen Loss</b><br>5,058,628.47   | <b>Act Levy + Act Frozen</b><br>63,682,815.69 |
| <b>Start Value</b><br>9,776,152,667     | <b>Net Value Adj</b><br>(4,187,215)        | <b>Start Value + Net Value Adj</b><br>9,771,965,452 |                         | <b>Actual Current Value</b><br>9,771,965,452     |   | <b>Other Loss</b><br>0.00                |   |
| <b>Start Exemption</b><br>4,174,431,761 | <b>Net Exmp Adj</b><br>23,052,219          | <b>Start Exemp + Net Exmp Adj</b><br>4,197,483,980  |                         | <b>Actual Current Exemption</b><br>4,197,483,980 |   |  |   |

| YEAR | NET START BALANCE | NET MTD ADJ | NET YTD ADJ | NET MTD PAID | NET YTD PAID | CALC BALANCE<br>AS OF 01/31/2024 | REFUNDS DUE | COL % |
|------|-------------------|-------------|-------------|--------------|--------------|----------------------------------|-------------|-------|
| 1975 | 43.23             | 0.00        | 0.00        | 0.00         | 0.00         | 43.23                            | 0.00        | 0.00  |
| 1976 | 9.70              | 0.00        | 0.00        | 0.00         | 0.00         | 9.70                             | 0.00        | 0.00  |
| 1977 | 40.96             | 0.00        | 0.00        | 0.00         | 0.00         | 40.96                            | 0.00        | 0.00  |
| 1978 | 40.96             | 0.00        | 0.00        | 0.00         | 0.00         | 40.96                            | 0.00        | 0.00  |
| 1979 | 155.82            | 0.00        | 0.00        | 0.00         | 0.00         | 155.82                           | 0.00        | 0.00  |
| 1980 | 70.48             | 0.00        | 0.00        | 0.00         | 0.00         | 70.48                            | 0.00        | 0.00  |
| 1981 | 223.19            | 0.00        | 0.00        | 0.00         | 0.00         | 223.19                           | 0.00        | 0.00  |
| 1982 | 236.98            | 0.00        | 0.00        | 0.00         | 0.00         | 236.98                           | 0.00        | 0.00  |
| 1983 | 315.24            | 0.00        | 0.00        | 0.00         | 0.00         | 315.24                           | 0.00        | 0.00  |
| 1984 | 198.27            | 0.00        | 0.00        | 0.00         | 0.00         | 198.27                           | 0.00        | 0.00  |
| 1985 | 345.84            | 0.00        | 0.00        | 0.00         | 0.00         | 345.84                           | 0.00        | 0.00  |
| 1986 | 366.02            | 0.00        | 0.00        | 0.00         | 0.00         | 366.02                           | 0.00        | 0.00  |
| 1987 | 326.70            | 0.00        | 0.00        | 0.00         | 0.00         | 326.70                           | 0.00        | 0.00  |
| 1988 | 243.69            | 0.00        | 0.00        | 0.00         | 0.00         | 243.69                           | 0.00        | 0.00  |
| 1989 | 550.51            | 0.00        | 0.00        | 0.00         | 0.00         | 550.51                           | 0.00        | 0.00  |
| 1990 | 1,121.76          | (12.88)     | (12.88)     | 0.00         | 0.00         | 1,108.88                         | 0.00        | 0.00  |
| 1991 | 399.59            | (34.50)     | (34.50)     | 0.00         | 0.00         | 365.09                           | 0.00        | 0.00  |
| 1992 | 417.44            | (34.50)     | (34.50)     | 0.00         | 0.00         | 382.94                           | 0.00        | 0.00  |
| 1993 | 1,410.73          | (112.90)    | (112.90)    | 0.00         | 44.39        | 1,253.44                         | 0.00        | 3.42  |
| 1994 | 1,843.77          | (117.86)    | (117.86)    | 0.00         | 120.38       | 1,605.53                         | 0.00        | 6.97  |
| 1995 | 2,105.52          | (115.20)    | (115.20)    | 0.00         | 109.01       | 1,881.31                         | 0.00        | 5.47  |
| 1996 | 1,706.66          | 0.00        | 0.00        | 0.00         | 0.00         | 1,706.66                         | (0.08)      | 0.00  |
| 1997 | 2,366.32          | 0.00        | 0.00        | 0.00         | 0.00         | 2,366.32                         | 0.00        | 0.00  |
| 1998 | 3,050.52          | 0.00        | (6.60)      | 0.00         | 0.00         | 3,043.92                         | 0.00        | 0.00  |
| 1999 | 3,579.81          | 0.00        | (427.98)    | 0.00         | 0.00         | 3,151.83                         | 0.00        | 0.00  |

18

**YEAR-TO-DATE SUMMARY PART C**

Tax Year = 2023 and Year End Date = 1/31/2024 and Month Range from 1/1/2024 to 1/31/2024 and Tax Units = {multiple} and Date Type = 1

| YEAR        | NET START BALANCE    | NET MTD ADJ         | NET YTD ADJ         | NET MTD PAID         | NET YTD PAID         | CALC BALANCE<br>AS OF 01/31/2024 | REFUNDS DUE        | COL % |
|-------------|----------------------|---------------------|---------------------|----------------------|----------------------|----------------------------------|--------------------|-------|
| 2000        | 3,289.62             | 0.00                | (533.22)            | 0.00                 | 0.00                 | 2,756.40                         | (203.99)           | 0.00  |
| 2001        | 2,842.34             | 0.00                | (189.02)            | 0.00                 | 0.00                 | 2,653.32                         | 0.00               | 0.00  |
| 2002        | 3,453.87             | 0.00                | (397.82)            | 19.78                | 94.89                | 2,961.16                         | 0.00               | 3.10  |
| 2003        | 7,065.46             | (393.43)            | (773.46)            | 0.00                 | 15.64                | 6,276.36                         | 0.00               | 0.24  |
| 2004        | 12,637.22            | 0.00                | (475.65)            | 492.77               | 537.23               | 11,624.34                        | 0.00               | 4.41  |
| 2005        | 15,400.69            | 0.00                | (139.79)            | 27.76                | 80.86                | 15,180.04                        | 0.00               | 0.52  |
| 2006        | 17,824.58            | 0.00                | (362.24)            | 0.00                 | 342.87               | 17,119.47                        | 0.00               | 1.96  |
| 2007        | 16,157.85            | 0.00                | (377.41)            | 0.00                 | 267.55               | 15,512.89                        | 0.00               | 1.69  |
| 2008        | 15,660.27            | 0.00                | (304.14)            | 0.00                 | 381.01               | 14,975.12                        | 0.00               | 2.48  |
| 2009        | 20,769.01            | 0.00                | (304.12)            | 28.56                | 535.94               | 19,928.95                        | 0.00               | 2.61  |
| 2010        | 22,434.08            | 0.00                | (304.12)            | 685.73               | 1,333.32             | 20,796.64                        | 0.00               | 6.02  |
| 2011        | 25,475.66            | 0.00                | (523.27)            | 671.12               | 1,296.03             | 23,656.36                        | 0.00               | 5.19  |
| 2012        | 33,736.37            | 0.00                | (888.81)            | 629.41               | 1,205.51             | 31,642.05                        | 0.00               | 3.67  |
| 2013        | 52,654.41            | (4,947.94)          | (6,077.64)          | 767.20               | 1,503.46             | 45,073.31                        | 0.00               | 3.22  |
| 2014        | 60,799.22            | 0.00                | (1,232.85)          | 669.67               | 1,326.80             | 58,239.57                        | 0.00               | 2.22  |
| 2015        | 58,254.29            | 0.00                | (1,204.06)          | 529.74               | 1,023.20             | 56,027.03                        | 0.00               | 1.79  |
| 2016        | 68,543.61            | 0.00                | (1,001.08)          | 725.32               | 2,269.33             | 65,273.20                        | 0.00               | 3.35  |
| 2017        | 80,769.45            | 0.00                | (1,284.80)          | 790.47               | 3,472.74             | 76,011.91                        | 0.00               | 4.36  |
| 2018        | 105,456.67           | 0.00                | (1,751.75)          | 2,354.89             | 6,333.81             | 97,371.11                        | 0.00               | 6.10  |
| 2019        | 135,570.61           | (18.70)             | (1,632.38)          | 3,684.76             | 12,126.40            | 121,811.83                       | 0.00               | 9.05  |
| 2020        | 171,032.87           | (195.19)            | (2,127.16)          | 5,256.83             | 21,407.30            | 147,498.41                       | 0.00               | 12.67 |
| 2021        | 354,025.15           | (10,831.57)         | (55,430.24)         | 9,985.13             | 9,733.80             | 288,861.11                       | (5,207.61)         | 3.25  |
| 2022        | 824,069.30           | (34,643.21)         | (114,069.14)        | 35,938.95            | 83,368.04            | 626,632.12                       | (14,668.33)        | 11.74 |
| 2023        | 58,940,870.48        | (107,423.22)        | (316,683.26)        | 20,960,159.37        | 46,697,970.12        | 11,926,217.10                    | (34,832.88)        | 79.65 |
| <b>OTAL</b> | <b>61,069,962.79</b> | <b>(158,881.10)</b> | <b>(508,929.85)</b> | <b>21,023,417.46</b> | <b>46,846,899.63</b> | <b>13,714,133.31</b>             | <b>(54,912.89)</b> |       |

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

**Agenda Item:** February, 2024 Budget Amendments

**Administrator Responsible:** Leah Horton, Chief Financial Officer

**Attachments:** Attachment

Action Needed     Future Action     Information     Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees approves the attached budget amendments to the 2023-2024 budgets, as detailed on the attached Budget Amendment report. These amendments are submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

Budgeted funds that are transferred between functions, as well as increases/decreases to the district's legally adopted budgets, require Board approval in the form of a budget amendment.

**Fiscal Note:**

General Operating revenues and expenditures reflect an increase in revenue of \$4,655,219 and an increase in expenses of \$2,000,000 resulting in a balanced budget.

Food Service revenues and expenditures reflect no change resulting in a deficit budget of \$2,140,080.

There are no proposed amendments to the Debt Service budget.

The detail of the proposed amendments and cross-function transfers is reflected on the attached Budget Amendment report.

# Memorandum

**To:** Dr. Donny Lee, Superintendent  
**From:** Leah Horton, Chief Financial Officer  
**Date:** March 5, 2024  
**Subject:** February 2024 Budget Amendments/Revisions

**General Operating Fund (199)** Please approve the following inter-functional budget transfers:

|                             |         |    |    |
|-----------------------------|---------|----|----|
| 002 – Rider High School     |         |    |    |
| Band Student Travel         | \$491   | 11 | 36 |
| Theater Student Travel      | \$2,800 | 11 | 36 |
| 046 – Barwise Middle School |         |    |    |
| Chromebooks                 | \$600   | 13 | 11 |
| Chromebooks                 | \$212   | 23 | 11 |
| 107 – Crockett Elementary   |         |    |    |
| Tutoring Needs              | \$3,230 | 13 | 11 |
| Tutoring Needs              | \$549   | 23 | 11 |
| 112 – Franklin Elementary   |         |    |    |
| Staff Dev Substitutes       | \$190   | 23 | 13 |
| 835 – Fine Arts             |         |    |    |
| Student Travel Needs        | \$3,000 | 11 | 36 |

**General Operating Fund (181/199):** Please approve the following budget revisions to appropriate additional revenue and expenditures:

| <u>Campus/Dept. - Revenue</u>   | <u>Account</u>   | <u>Amount</u> |
|---------------------------------|------------------|---------------|
| Reduce Current Year Tax Levy    | 199 R 00 5711 00 | (10,000,000)  |
| Increase Interest income        | 199 R 00 5742 00 | 475,219       |
| Increase Insurance Proceeds     | 199 R 00 5745 00 | 3,000,000     |
| Increase Available School Fund  | 199 R 00 5811 00 | 180,000       |
| Increase Foundation School Fund | 199 R 00 5812 00 | 12,000,000    |
| Reduce Medicaid/Shars           | 199 R 00 5931 80 | (1,000,000)   |

Total Revenue Adjustment (Increase) \$ 4,655,219

| <u>Campus/Dept – Expense</u> | <u>Account</u>                | <u>Amount</u>    |
|------------------------------|-------------------------------|------------------|
| Hirschi Roof                 | 199 E 51 6629 00 820 0 99 000 | 900,000          |
| Future ACV Projects          | 199 E 51 6629 00 750 0 99 000 | <u>1,100,000</u> |

Total Expense Adjustment (Increase) \$2,000,000

Attached spreadsheet(s) reflect the impact to the budget.

**Wichita Falls Independent School District  
General Operating Fund Budget  
Feb-24**

|  | Original<br>Operating Fund<br>199<br>Feb | Proposed<br>Transfers & Revisions<br>Increase/<br>(Decrease) | Amended<br>Operating Fund<br>199<br>Feb |
|--|--|--|---|
| <b>Revenues:</b>                                     |  |  |   |
| 5700 - Local Revenues                                | \$ 50,023,172                            | \$ (6,524,781)   | \$ 43,498,391                           |
| 5800 - State Program Revenues                        | 70,588,815                               | 12,180,000   | 82,768,815                              |
| 5900 - Federal Program Revenues                      | 3,215,000                                | (1,000,000)  | 2,215,000                               |
| Total Revenues                                       | \$ 123,826,987                           | \$ 4,655,219   | \$ 128,482,206                          |
| <b>Expenditures</b>                                  |  |  |   |
| 11 - Instruction                                     | \$ 72,330,365                            | (1,700)  | \$ 72,328,665                           |
| 12 - Instructional Resources and Media Services      | 1,528,269                                | -  | 1,528,269                               |
| 13 - Curriculum and Instructional Staff Development  | 695,812                                  | (3,640)  | 692,172                                 |
| 21 - Instructional Leadership                        | 2,094,603                                | -  | 2,094,603                               |
| 23 - School Leadership                               | 7,291,031                                | (951)  | 7,290,080                               |
| 31 - Guidance, Counseling and Evaluation Services    | 4,126,192                                | -  | 4,126,192                               |
| 32 - Social Work Services                            | 285,027                                  | -  | 285,027                                 |
| 33 - Health Services                                 | 1,948,447                                | -  | 1,948,447                               |
| 34 - Student Transportation                          | 5,390,900                                | -  | 5,390,900                               |
| 35 - Food Service                                    | 21,618                                   | -  | 21,618                                  |
| 36 - Cocurricular/Extracurricular Activities         | 3,740,902                                | 6,291  | 3,747,193                               |
| 41 - General Administration                          | 4,582,628                                | -  | 4,582,628                               |
| 51 - Plant Maintenance and Operations                | 15,366,816                               | 2,000,000  | 17,366,816                              |
| 52 - Security and Monitoring Services                | 1,581,521                                | -  | 1,581,521                               |
| 53 - Data Processing Services                        | 3,649,520                                | -  | 3,649,520                               |
| 61 - Community Services                              | 19,578                                   | -  | 19,578                                  |
| 71 - Debt Service                                    | 1,103,600                                | -  | 1,103,600                               |
| 81 - Facilities Acquisition and Construction         | -  | -  | -                                       |
| 93 - Payments to Fiscal Agent                        | 100,000                                  | -  | 100,000                                 |
| 95 - Payments to JJAEP                               | 40,000                                   | -  | 40,000                                  |
| 99 - Other Intergovernmental Charges                 | 763,152                                  | -  | 763,152                                 |
| Total Expenditures                                   | \$ 126,659,981                           | \$ 2,000,000   | \$ 128,659,981                          |
| <b>Other Financing Sources (Uses)</b>                |  |  |   |
| Sale of Real & Personal Property                     | \$ 10,000                                | \$ -   | \$ 10,000                               |
| Transfer in from Food Service Fund                   | 342,776                                  | -  | 342,776                                 |
| Transfer to Capital Projects for Stadium Maintenance | (75,000)                                 | -  | (75,000)                                |
| Transfer to Capital Projects for Athletics           | (50,000)                                 | -  | (50,000)                                |
| Transfer to Capital Projects for Fine Arts           | (50,000)                                 | -  | (50,000)                                |
|  | -  | -  | -                                       |
| Excess (Deficiency) of Revenues Over Expenditures    | \$ (2,655,219)                           | \$ 2,655,219   | \$ (0)                                  |

**Wichita Falls Independent School District  
Food Service Budget  
Feb-24**

|   | Original<br>Child Nutrition<br>Funds<br>240 & 242<br>Feb | Increase/<br>(Decrease) | Amended<br>Child Nutrition<br>Funds<br>240 & 242<br>Feb |
|---|--|-------------------------|---|
| <b>Revenues:</b>                                  |  |                         |   |
| Local Revenues                                    | \$ 844,581   | \$ -                    | \$ 844,581  |
| State Program Revenues                            | 36,000   | -                       | 36,000  |
| Federal Program Revenues                          | 7,111,432  | -                       | 7,111,432   |
| Total Revenues                                    | \$ 7,992,013   | \$ -                    | \$ 7,992,013  |
| <b>Expenditures</b>                               |  |                         |   |
| Instruction                                       |  |                         |   |
| Instructional Resources and Media Services        |  |                         |   |
| Curriculum and Instructional Staff Development    |  |                         |   |
| Instructional Leadership                          |  |                         |   |
| School Leadership                                 |  |                         |   |
| Guidance, Counseling and Evaluation Services      |  |                         |   |
| Health Services                                   |  |                         |   |
| Student Transportation                            |  |                         |   |
| Food Services                                     | \$ 7,421,337   | \$ 2,367,980            | \$ 9,789,317  |
| Cocurricular/Extracurricular Activities           |  |                         |   |
| General Administration                            |  |                         |   |
| Plant Maintenance and Operations                  |  |                         |   |
| Security and Monitoring Services                  |  |                         |   |
| Data Processing Services                          |  |                         |   |
| Community Services                                |  |                         |   |
| Facilities Acquisition and Construction           |  |                         |   |
| Payments to Fiscal Agent                          |  |                         |   |
| Other Intergovernmental Charges                   |  |                         |   |
| Total Expenditures                                | \$ 7,421,337   | \$ 2,367,980            | \$ 9,789,317  |
| <b>Other Financing Sources (Uses)</b>             |  |                         |   |
| Operating Transfers In                            |  |                         |   |
| Operating Transfers Out to General Operating Fund | \$ (342,776)   | \$ -                    | \$ (342,776)  |
| Excess (Deficiency) of Revenues Over Expenditures | \$ 227,900   | \$ (2,367,980)          | \$ (2,140,080)  |

**Wichita Falls Independent School District  
Debt Service Budget  
Feb-24**

|   | Original<br>Debt Service<br>Fund<br>599<br>Feb | Increase/<br>(Decrease) | Amended<br>Debt Service<br>Fund<br>599<br>Feb |
|---|--|-------------------------|---|
|   |  |                         |   |
| <b>Revenues:</b>                                      |  |                         |   |
| Local Revenues  | \$ 23,614,035                                  | \$ -                    | \$ 23,614,035                                 |
| State Program Revenues                                | 0  | -                       | 0   |
| Federal Program Revenues                              |  |                         |   |
| Total Revenues  | \$ 23,614,035                                  | \$ -                    | \$ 23,614,035                                 |
| <br><b>Expenditures</b>                               |  |                         |   |
| Instruction   |  |                         |   |
| Instructional Resources and Media Services            |  |                         |   |
| Curriculum and Instructional Staff Development        |  |                         |   |
| Instructional Leadership                              |  |                         |   |
| School Leadership                                     |  |                         |   |
| Guidance, Counseling and Evaluation Services          |  |                         |   |
| Health Services                                       |  |                         |   |
| Student Transportation                                |  |                         |   |
| Food Services   |  |                         |   |
| Cocurricular/Extracurricular Activities               |  |                         |   |
| General Administration                                |  |                         |   |
| Plant Maintenance and Operations                      |  |                         |   |
| Security and Monitoring Services                      |  |                         |   |
| Data Processing Services                              |  |                         |   |
| Community Services                                    |  |                         |   |
| Debt Service  | \$ 22,019,483                                  |                         | \$ 22,019,483                                 |
| Facilities Acquisition and Construction               |  |                         |   |
| Payments to Fiscal Agent                              |  |                         |   |
| Total Expenditures                                    | \$ 22,019,483                                  | \$ -                    | \$ 22,019,483                                 |
| <br><b>Other Financing Sources (Uses)</b>             |  |                         |   |
| Sale of Bonds   |  |                         |   |
| <br>Excess (Deficiency) of Revenues Over Expenditures | \$ 1,594,552                                   | \$ -                    | \$ 1,594,552                                  |

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

|   |  |                                      |                                 |
|---|--|--------------------------------------|---------------------------------|
| <b>Agenda Item:</b>                               | Purchase of Phase 1 of Hirschi Refresh Project |                                      |                                 |
| <b>Administrator Responsible:</b>                 | Leah Horton, Chief Financial Officer           |                                      |                                 |
| <b>Attachments:</b>                               | Vendor Quote                                   |                                      |                                 |
| <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 approves the purchase of Phase 1 of the Hirschi Refresh Project of the Design-Build award to Gary Baker Construction in the amount of \$234,707.00, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

The highest ranking respondent of the RFQ 2324-25-S-25 is Gary Baker Construction and ranking was approved by the Board at the February 19<sup>th</sup> Board meeting. On February 20<sup>th</sup>, vendor representatives and District staff (Dr. Peter Griffiths, Associate Superintendent, Chris Fain, Director of Maintenance, and Lauren Zotz, Director of Purchasing) met to develop the final scope and price of the award. Another meeting occurred March 4<sup>th</sup> to establish the agreed full scope of services as well as optional scope(s) to be considered as budget allows.

Phase 1 of the work includes exterior pressure washing, tape-off and painting of all yellow exterior window panels, concrete exterior columns, and front entry. The district desires to award this part of the work prior to the final execution of the contract in order to begin this phase during spring break (March 11-15), and completing after spring break (excluding campus testing dates).

Additional (full) scope of vendor services will be outlined and presented to the Board at the March 18<sup>th</sup> Board meeting.

**Fiscal Note:**

This expenditure is to be funded by the General Fund utilizing ACV (Actual Cash Value) insurance funds resulting from the storm destruction of the Harrell Building on August 10<sup>th</sup>. Expenditures greater than \$100,000 require Board of Trustees approval per Policy CH (Local).



February 29, 2024

Wichita Falls I.S.D.  
Att. Peter Griffiths  
1104 Braod Street  
Wichita Falls, TX 76301

RE: Exterior Painting at Hirschi High School

**Cost Proposal 02292024**

---

We propose to furnish all materials, labor, insurance, incidental items, etc. as required for the above referenced project:

**Scope of Work:**

Provide labor and materials to prep and paint all exterior yellow panels and bronze concrete exterior columns per directions of the WFISD Administration walk through at Hirschi High School Exteriors. We will paint the front entry per Architect design at the main entry when we receive approved colors. We will start the work on March 11, 2024 during spring break and work through the end of school. We will not work on the test dates provided to us by WFISD. They are: March 20 SAT, April 9, April 16, and April 23 and 24, 2024.

For the sum of: **Two hundred thirty four thousand seven hundred seven (\$ 234,707.00)**

**Exceptions: No Asbestos testing or removal . No mold testing or removal. No lead lined paint testing or removal. No High or low voltage work . No plumbing or HVAC work. No sales tax .No water hauling for power washing. Any changes to scope of work as stated above. Not responsible for any bushes that are at the bottom of the walls being painted.**

A handwritten signature in blue ink, appearing to read 'S. Borgman', is written over a horizontal line.

Steve Borgman Construction Manager  
**GARY BAKER CONSTRUCTION**

\_\_\_\_\_  
Peter Griffiths Assistant Superintendent WFISD

\_\_\_\_\_  
Date:

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

|  |   |                                      |                                 |
|--|---|--------------------------------------|---------------------------------|
| <b>Agenda Item:</b>                    | Purchase of Window Film and Installation          |                                      |                                 |
| <b>Administrator Responsible:</b>      | Leah Horton, Chief Financial Officer              |                                      |                                 |
| <b>Attachments:</b>                    | Window Film Depot Quote, Quote Summary            |                                      |                                 |
| <input type="checkbox"/> Action Needed | <input checked="" 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 security window film for all district facilities from Window Film Depot in the amount of \$331,290.93, as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

The Texas Education Agency (TEA) proposed new safety standards for schools, one of which mandates glass windows and doors be reinforced with entry-resistance security window film. Security window film is designed to help reduce threats by creating time for first responders to react to events and respond effectively with corrective measures. The TEA School Safety Standards Rule states that windows on the ground level or windows that are adjacent to or near a door and are large enough to allow a person to enter if broken must be reinforced with entry-resistant film unless within a secured area.

The district’s police department submitted an application for TEA’s Safety and Facilities Enhancement (SAFE) Grant to cover the cost and was included in the award of funds for this purpose.

Three vendors were contacted for quotes, of which two responded and completed on-site visits for measurements of areas identified in the TEA mandate as “Zone 1” and “Zone 2,” consisting of almost 60,000 square feet of window film and over 36,000 linear feet of caulking. Both participating vendors quoted the installation of 3M ULTRA 5800 (8 mm) security window film.

Window Film Depot quote in the amount of \$331,290.33 is recommended for this purchase. The vendor quote is verified as compliant for purchase utilizing TIPS Contract# 220101 and meets EDGAR procurement requirements for the use of Federal Funds. Window Film Depot includes warranties for workmanship and materials.

| Vendor                   | City, ST                 | Price (all facilities) |
|--------------------------|--------------------------|------------------------|
| <b>Window Film Depot</b> | <b>Marietta, Georgia</b> | <b>\$331,290.93</b>    |
| EPIC                     | McKinney, Texas          | \$427,695.04*          |

*Epics submitted quote total of \$324,795.00 does not include Legacy or Memorial High Schools or the Ed Center entrance. The EPIC quoted total shown represents the EPIC quote with additional estimates of \$50,000 for each high school and \$2,900 for the Ed Center.*

**Fiscal Note:**

This expenditure will be paid with awarded SAFE Grant (Cycle 1) funds. Purchases over \$100,000 require the Board of Trustees approval per policy, CH Local.

Window Film Depot Inc  
PO Box 749444  
Atlanta GA 30374-9444  
United States

**Bill To**  
Wichita Falls ISD - Wichita Falls, TX  
1104 Broad St.  
Wichita Falls TX 76301  
United States

**Install Location**  
Wichita Falls ISD - Wichita Falls, TX  
1104 Broad St.  
Wichita Falls TX 76301  
United States

| Client Terms | Sales Rep    |
|--------------|--------------|
| Net 30       | Chad McDavid |

| Description   | Item                              | Panes | Total Sq Ft | Unit Price | Amount     |
|---|-----------------------------------|-------|-------------|------------|------------|
| Southern Hills ES - Zone 1 Security Film              | 3M-Security - ULTRA S800 (8mil)   | 84    | 581         | \$8.73     | \$5,072.13 |
| Southern Hills ES - Zone 1 Attachment Caulking per LF | 3M-IPA Wetglaze Attachment System | 84    | 1,049       | \$3.50     | \$3,671.50 |
| Southern Hills ES - Zone 2 Security Film              | 3M-Security - ULTRA S800 (8mil)   | 32    | 237         | \$8.73     | \$2,069.01 |
| Southern Hills ES - Zone 2 Attachment Caulking per LF | 3M-IPA Wetglaze Attachment System | 32    | 378         | \$3.50     | \$1,323.00 |
| Fain ES - Zone 1 Security Film                        | 3M-Security - ULTRA S800 (8mil)   | 39    | 224         | \$8.73     | \$1,955.52 |
| Fain ES - Zone 1 Attachment Caulking per LF           | 3M-IPA Wetglaze Attachment System | 39    | 438         | \$3.50     | \$1,533.00 |
| Milam ES - Zone 1 Security Film                       | 3M-Security - ULTRA S800 (8mil)   | 43    | 183         | \$8.73     | \$1,597.59 |
| Milam ES - Zone 1 Attachment Caulking per LF          | 3M-IPA Wetglaze Attachment System | 43    | 424         | \$3.50     | \$1,484.00 |
| Milam ES - Zone 2 Security Film                       | 3M-Security - ULTRA S800 (8mil)   | 2     | 39          | \$8.73     | \$340.47   |
| Milam ES - Zone 2 Attachment Caulking per LF          | 3M-IPA Wetglaze Attachment System | 2     | 42          | \$3.50     | \$147.00   |
| Jefferson ES - Zone 1 Security Film                   | 3M-Security - ULTRA S800 (8mil)   | 49    | 264         | \$8.73     | \$2,304.72 |
| Jefferson ES - Zone 1 Caulking Attachment per LF      | 3M-IPA Wetglaze Attachment System | 49    | 533         | \$3.50     | \$1,865.50 |
| Jefferson ES - Zone 2 Security Film                   | 3M-Security - ULTRA S800 (8mil)   | 56    | 351         | \$8.73     | \$3,064.23 |
| Jefferson ES - Zone 2 Attachment Caulking per LF      | 3M-IPA Wetglaze Attachment System | 56    | 728         | \$3.50     | \$2,548.00 |
| Fowler ES - Zone 1 Security Film                      | 3M-Security - ULTRA S800 (8mil)   | 69    | 374         | \$8.73     | \$3,265.02 |

| Description                                       | Item                              | Panes | Total Sq Ft | Unit Price | Amount      |
|---|-----------------------------------|-------|-------------|------------|-------------|
| Fowler ES - Zone 1 Caulking Attachment per LF     | 3M-IPA Wetglaze Attachment System | 69    | 840         | \$3.50     | \$2,940.00  |
| Fowler ES - Zone 2 Security Film                  | 3M-Security - ULTRA S800 (8mil)   | 4     | 42          | \$8.73     | \$366.66    |
| Fowler ES - Zone 2 Attachment Caulking per LF     | 3M-IPA Wetglaze Attachment System | 4     | 62          | \$3.50     | \$217.00    |
| Cunningham ES - Zone 1 Security Film              | 3M-Security - ULTRA S800 (8mil)   | 80    | 666         | \$8.73     | \$5,814.18  |
| Cunningham ES - Zone 1 Caulking Attachment per LF | 3M-IPA Wetglaze Attachment System | 80    | 1,050       | \$3.50     | \$3,675.00  |
| Cunningham ES - Zone 2 Security Film              | 3M-Security - ULTRA S800 (8mil)   | 110   | 1,613       | \$8.73     | \$14,081.49 |
| Cunningham ES - Zone 2 Caulking Attachment per LF | 3M-IPA Wetglaze Attachment System | 110   | 1,933       | \$3.50     | \$6,765.50  |
| Crockett ES - Zone 1 Security Film                | 3M-Security - ULTRA S800 (8mil)   | 38    | 195         | \$8.73     | \$1,702.35  |
| Crockett ES - Zone 1 Caulking Attachment per LF   | 3M-IPA Wetglaze Attachment System | 38    | 412         | \$3.50     | \$1,442.00  |
| Franklin ES - Zone 1 Security Film                | 3M-Security - ULTRA S800 (8mil)   | 45    | 155         | \$8.73     | \$1,353.15  |
| Franklin ES - Zone 1 Caulking Attachment per LF   | 3M-IPA Wetglaze Attachment System | 45    | 408         | \$3.50     | \$1,428.00  |
| Franklin ES - Zone 2 Security Film                | 3M-Security - ULTRA S800 (8mil)   | 4     | 21          | \$8.73     | \$183.33    |
| Franklin ES - Zone 2 Caulking Attachment per LF   | 3M-IPA Wetglaze Attachment System | 4     | 42          | \$3.50     | \$147.00    |
| West ES - Zone 1 Security Film                    | 3M-Security - ULTRA S800 (8mil)   | 81    | 577         | \$8.73     | \$5,037.21  |
| West ES - Zone 1 Caulking Attachment per LF       | 3M-IPA Wetglaze Attachment System | 81    | 1,015       | \$3.50     | \$3,552.50  |
| West ES - Zone 2 Security Film                    | 3M-Security - ULTRA S800 (8mil)   | 20    | 215         | \$8.73     | \$1,876.95  |
| West ES - Zone 2 Caulking Attachment per LF       | 3M-IPA Wetglaze Attachment System | 20    | 299         | \$3.50     | \$1,046.50  |
| Zundy ES - Zone 1 Security Film                   | 3M-Security - ULTRA S800 (8mil)   | 61    | 85          | \$8.73     | \$742.05    |
| Zundy ES - Zone 1 Caulking Attachment per LF      | 3M-IPA Wetglaze Attachment System | 61    | 346         | \$3.50     | \$1,211.00  |
| Booker T ES - Zone 1 Security Film                | 3M-Security - ULTRA S800 (8mil)   | 53    | 384         | \$8.73     | \$3,352.32  |
| Booker T ES - Zone 1 Caulking Attachment per LF   | 3M-IPA Wetglaze Attachment System | 53    | 655         | \$3.50     | \$2,292.50  |
| Booker T ES - Zone 2 Security Film                | 3M-Security - ULTRA S800 (8mil)   | 48    | 228         | \$8.73     | \$1,990.44  |

| Description   | Item                              | Panes | Total Sq Ft | Unit Price | Amount      |
|---|-----------------------------------|-------|-------------|------------|-------------|
| Booker T ES - Zone 2 Caulking Attachment per LF             | 3M-IPA Wetglaze Attachment System | 48    | 525         | \$3.50     | \$1,837.50  |
| Scotland Park ES - Zone 1 Security Film                     | 3M-Security - ULTRA S800 (8mil)   | 63    | 309         | \$8.73     | \$2,697.57  |
| Scotland Park ES - Zone 1 Caulking Attachment per LF        | 3M-IPA Wetglaze Attachment System | 63    | 710         | \$3.50     | \$2,485.00  |
| Scotland Park ES - Zone 2 Security Film                     | 3M-Security - ULTRA S800 (8mil)   | 35    | 628         | \$8.73     | \$5,482.44  |
| Scotland Park ES - Zone 2 Caulking Attachment per LF        | 3M-IPA Wetglaze Attachment System | 35    | 681         | \$3.50     | \$2,383.50  |
| Burgess ES - Zone 1 Security Film                           | 3M-Security - ULTRA S800 (8mil)   | 85    | 390         | \$8.73     | \$3,404.70  |
| Burgess ES - Zone 1 Caulking Attachment per LF              | 3M-IPA Wetglaze Attachment System | 85    | 866         | \$3.50     | \$3,031.00  |
| Burgess ES - Zone 2 Security Film                           | 3M-Security - ULTRA S800 (8mil)   | 20    | 161         | \$8.73     | \$1,405.53  |
| Burgess ES - Zone 2 Caulking Attachment per LF              | 3M-IPA Wetglaze Attachment System | 20    | 263         | \$3.50     | \$920.50    |
| Hirschi ES - Zone 1 Security Film                           | 3M-Security - ULTRA S800 (8mil)   | 74    | 360         | \$8.73     | \$3,142.80  |
| Hirschi ES - Zone 1 Caulking Attachment per LF              | 3M-IPA Wetglaze Attachment System | 74    | 789         | \$3.50     | \$2,761.50  |
| Hirschi ES - Zone 2 Security Film                           | 3M-Security - ULTRA S800 (8mil)   | 8     | 181         | \$8.73     | \$1,580.13  |
| Hirschi ES - Zone 2 Caulking Attachment per LF              | 3M-IPA Wetglaze Attachment System | 8     | 177         | \$3.50     | \$619.50    |
| Shepahard ES - Zone 1 Security Film                         | 3M-Security - ULTRA S800 (8mil)   | 38    | 233         | \$8.73     | \$2,034.09  |
| Shepahard ES - Zone 1 Caulking Attachment per LF            | 3M-IPA Wetglaze Attachment System | 38    | 430         | \$3.50     | \$1,505.00  |
| Career Education Center - Zone 1 Security Film              | 3M-Security - ULTRA S800 (8mil)   | 137   | 638         | \$8.73     | \$5,569.74  |
| Career Education Center - Zone 1 Caulking Attachment per LF | 3M-IPA Wetglaze Attachment System | 137   | 1,359       | \$3.50     | \$4,756.50  |
| Career Education Center - Zone 2 Security Film              | 3M-Security - ULTRA S800 (8mil)   | 210   | 1,395       | \$8.73     | \$12,178.35 |
| Career Education Center - Zone 2 Caulking Attachment per LF | 3M-IPA Wetglaze Attachment System | 210   | 2,547       | \$3.50     | \$8,914.50  |
| McNeil MS - Zone 1 Security Film                            | 3M-Security - ULTRA S800 (8mil)   | 32    | 176         | \$8.73     | \$1,536.48  |
| McNeil MS - Zone 1 Caulking Attachment per LF               | 3M-IPA Wetglaze Attachment System | 32    | 351         | \$3.50     | \$1,228.50  |
| McNeil MS - Zone 2 Security Film                            | 3M-Security - ULTRA S800 (8mil)   | 83    | 1,468       | \$8.73     | \$12,815.64 |

| Description  | Item                              | Panes | Total Sq Ft | Unit Price | Amount      |
|--|-----------------------------------|-------|-------------|------------|-------------|
| McNeil MS - Zone 2 Caulking Attachment per LF                | 3M-IPA Wetglaze Attachment System | 83    | 1,979       | \$3.50     | \$6,926.50  |
| Barwise MS - Zone 1 Security Film                            | 3M-Security - ULTRA S800 (8mil)   | 86    | 455         | \$8.73     | \$3,972.15  |
| Barwise MS - Zone 1 Caulking Attachment per LF               | 3M-IPA Wetglaze Attachment System | 86    | 1,006       | \$3.50     | \$3,521.00  |
| Barwise MS - Zone 2 Security Film                            | 3M-Security - ULTRA S800 (8mil)   | 50    | 702         | \$8.73     | \$6,128.46  |
| Barwise MS - Zone 2 Caulking Attachment per LF               | 3M-IPA Wetglaze Attachment System | 50    | 823         | \$3.50     | \$2,880.50  |
| BrookVillage ECC - Zone 1 Security Film                      | 3M-Security - ULTRA S800 (8mil)   | 31    | 105         | \$8.73     | \$916.65    |
| BrookVillage ECC - Zone 1 Caulking Attachment per LF         | 3M-IPA Wetglaze Attachment System | 31    | 290         | \$3.50     | \$1,015.00  |
| Carrigan Center - Zone 1 Security Film                       | 3M-Security - ULTRA S800 (8mil)   | 19    | 29          | \$8.73     | \$253.17    |
| Carrigan Center - Zone 1 Caulking Attachment per LF          | 3M-IPA Wetglaze Attachment System | 19    | 130         | \$3.50     | \$455.00    |
| Carrigan Center - Zone 2 Security Film                       | 3M-Security - ULTRA S800 (8mil)   | 4     | 60          | \$8.73     | \$523.80    |
| Carrigan Center - Zone 2 Caulking Attachment per LF          | 3M-IPA Wetglaze Attachment System | 4     | 72          | \$3.50     | \$252.00    |
| Haynes ES - Zone 1 Security Film                             | 3M-Security - ULTRA S800 (8mil)   | 67    | 430         | \$8.73     | \$3,753.90  |
| Haynes ES - Zone 1 Caulking Attachment per LF                | 3M-IPA Wetglaze Attachment System | 67    | 763         | \$3.50     | \$2,670.50  |
| Haynes ES - Zone 2 Security Film                             | 3M-Security - ULTRA S800 (8mil)   | 50    | 471         | \$8.73     | \$4,111.83  |
| Haynes ES - Zone 2 Caulking Attachment per LF                | 3M-IPA Wetglaze Attachment System | 50    | 705         | \$3.50     | \$2,467.50  |
| Administration Vestibule - Zone 1 Security Film              | 3M-Security - ULTRA S800 (8mil)   | 53    | 168         | \$8.73     | \$1,466.64  |
| Administration Vestibule - Zone 1 Caulking Attachment per LF | 3M-IPA Wetglaze Attachment System | 53    | 424         | \$3.50     | \$1,484.00  |
| Legacy HS - Zone 1 Security Film                             | 3M-Security - ULTRA S800 (8mil)   | 222   | 2,608       | \$8.73     | \$22,767.84 |
| Legacy HS - Zone 1 Caulking Attachment per LF                | 3M-IPA Wetglaze Attachment System | 222   | 3,385       | \$3.50     | \$11,847.50 |
| Legacy HS - Zone 2 Security Film                             | 3M-Security - ULTRA S800 (8mil)   | 49    | 1,353       | \$8.73     | \$11,811.69 |
| Legacy HS - Zone 2 Caulking Attachment per LF                | 3M-IPA Wetglaze Attachment System | 49    | 1,179       | \$3.50     | \$4,126.50  |
| Memorial HS - Zone 1 Security Film                           | 3M-Security - ULTRA S800 (8mil)   | 222   | 2,608       | \$8.73     | \$22,767.84 |

| Description  | Item                              | Panes | Total Sq Ft | Unit Price | Amount      |
|--|-----------------------------------|-------|-------------|------------|-------------|
| Memorial HS - Zone 1 Caulking Attachment per LF      | 3M-IPA Wetglaze Attachment System | 222   | 3,385       | \$3.50     | \$11,847.50 |
| Memorial HS - Zone 2 Security Film                   | 3M-Security - ULTRA S800 (8mil)   | 49    | 1,353       | \$8.73     | \$11,811.69 |
| Memorial HS - Zone 2 Caulking Attachment per LF      | 3M-IPA Wetglaze Attachment System | 49    | 1,179       | \$3.50     | \$4,126.50  |
| Rider HS - Zone 1 Security Film                      | 3M-Security - ULTRA S800 (8mil)   | 74    | 360         | \$8.73     | \$3,142.80  |
| Rider HS - Zone 1 Caulking Attachment per LF         | 3M-IPA Wetglaze Attachment System | 74    | 789         | \$3.50     | \$2,761.50  |
| Rider HS - Zone 2 Security Film                      | 3M-Security - ULTRA S800 (8mil)   | 8     | 181         | \$8.73     | \$1,580.13  |
| Rider HS - Zone 2 Caulking Attachment per LF         | 3M-IPA Wetglaze Attachment System | 8     | 177         | \$3.50     | \$619.50    |
| DAEP Ferris Bldg - Zone 1 Security Film              | 3M-Security - ULTRA S800 (8mil)   | 60    | 185         | \$8.73     | \$1,615.05  |
| DAEP Ferris Bldg - Zone 1 Caulking Attachment per LF | 3M-IPA Wetglaze Attachment System | 60    | 548         | \$3.50     | \$1,918.00  |

|                       |                     |
|-----------------------|---------------------|
| <b>Estimate Total</b> | <b>\$331,290.93</b> |
|-----------------------|---------------------|

### Installation Notes

Pricing to furnish and install 3M ULTRA800 and IPA caulking attachment per site assessment based on material needed to cover installation areas.

TIPS USA Safety Contract 220101

Thank you for considering Window Film Depot, Inc. for your project. We are proud to install the industry's best products and we take our responsibility to deliver to you on time and within budget very seriously.

**Terms & Conditions:**

- Estimate is valid for 90 days and it covers the scope and product spec indicated above
- If there are changes at any time, price may be adjusted
- Unless noted differently above, pricing is based on working normal business hours and having free access to the working space.
- If for any reason outside of Window Film Depot, Inc. control that estimated work cannot be completed when onsite, additional trip fee may be added.
- Pricing does not include removal of any existing film unless stated above. Removal fees may apply.
- Pricing does not include lift or scaffolding, unless indicated above. Otherwise, rental fees will apply

- Estimate is for standard lead times. If specific deadline requests are needed, please email your rep for availability. Rush fees may apply
- All film products shall be installed per IWFA standards (available upon request).
- All DefenseLite and BulletShield systems shall be installed per DefenseLite Installation Standards – available upon request or @ [www.defenselite.com](http://www.defenselite.com) or by calling 888.689.5502
- Window Film Depot, Inc. executes the warranty and manages any and all service issues from day one through the term of your warranty
- Window Film Depot, Inc. requests a 50% deposit upon scheduling for product procurement and invoices after completion and final walkthrough
- Normal payment terms are Net 30 and late payment fees may apply.
- All Window Film Depot, Inc. work product conforms to relevant ASTM standards for film, glass and glazing.

Thank you for the opportunity to earn your business!

Please contact your rep for any questions or if the project is approved.

**Estimate approved by:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

| ORG | Zone | A-Film, B<br>Caulk | Description  | Item                               | Total Panes | Total<br>Sq Ft | Window Film Depot | EPIC Pricing Mandate |
|-----|------|--------------------|--|------------------------------------|-------------|----------------|-------------------|----------------------|
| 001 | 1    | A                  | Hirschi HS - Zone 1 Security Film                            | 3M-Security - ULTRA S800 (8mil)    | 74          | 360            | \$3,142.80        | \$12,244.13          |
| 001 | 1    | B                  | Hirschi HS - Zone 1 Caulking Attachment per LF               | 3M-[PA Wet glaze Attachment System | 74          | 789            | \$2,761.50        |                      |
| 001 | 2    | A                  | Hirschi ES - Zone 2 Security Film                            | 3M-Security - ULTRA S800 (8mil)    | 8           | 181            | \$1,580.13        |                      |
| 001 | 2    | B                  | Hirschi ES - Zone 2 Caulking Attachment per LF               | 3M-[PA Wet glaze Attachment System | 8           | 177            | \$619.50          |                      |
| 002 | 1    | A                  | Rider HS - Zone 1 Security Film                              | 3M-Security - ULTRA S800 (8mil)    | 74          | 360            | \$3,142.80        | \$8,429.02           |
| 002 | 1    | A                  | Rider HS - Zone 1 Caulking Attachment per LF                 | 3M-[PA Wet glaze Attachment System | 74          | 789            | \$2,761.50        |                      |
| 002 | 1    | A                  | Rider HS - Zone 2 Security Film                              | 3M-Security - ULTRA S800 (8mil)    | 8           | 181            | \$1,580.13        |                      |
| 002 | 1    | A                  | Rider HS - Zone 2 Caulking Attachment per LF                 | 3M-[PA Wet glaze Attachment System | 8           | 177            | \$619.50          |                      |
| 010 | 1    | A                  | Car eer Education Center - Zone 1 Security Film              | 3M-Security - ULTRA S800 (8mil)    | 137         | 638            | \$5,569.74        | \$10,771.25          |
| 010 | 1    | B                  | Car eer Education Center - Zone 1 Caulking Attachment per LF | 3M-IPA Wetglaze Attachment System  | 137         | 1,359          | \$4,756.50        |                      |
| 010 | 2    | A                  | Car eer Education Center - Zone 2 Security Film              | 3M-Security - ULTRA S800 (8mil)    | 210         | 1,395          | \$12,178.35       |                      |
| 010 | 2    | B                  | Car eer Education Center - Zone 2 Caulking Attachment per LF | 3M-IPA Wetglaze Attachment System  | 210         | 2,547          | \$8,914.50        |                      |
| 046 | 1    | A                  | Barwise MS - Zone 1 Security Film                            | 3M-Security - ULTRA 5800 (8mil)    | 86          | 455            | \$3,972.15        | \$22,358.25          |
| 046 | 1    | B                  | Barwise MS - Zone 1 Caulking Attachment per LF               | 3M-[PA Wetglaze Attachment System  | 86          | 1,006          | \$3,521.00        |                      |
| 046 | 2    | A                  | Barwise MS - Zone 2 Security Film                            | 3M-Security - ULTRA 5800 (8mil)    | 50          | 702            | \$6,128.46        |                      |
| 046 | 2    | B                  | Barwise MS - Zone 2 Caulking Attachment per LF               | 3M-[PA Wetglaze Attachment System  | 50          | 823            | \$2,880.50        |                      |
| 047 | 1    | A                  | McNeil MS - Zone 1 Security Film                             | 3M-Security - ULTRA 5800 (8mil)    | 32          | 176            | \$1,536.48        | \$37,044.00          |
| 047 | 1    | B                  | McNeil MS - Zone 1 Caulking Attachment per LF                | 3M-IPA Wetglaze Attachment System  | 32          | 351            | \$1,228.50        |                      |
| 047 | 2    | A                  | McNeil MS - Zone 2 Security Film                             | 3M-Security - ULTRA 5800 (8mil)    | 83          | 1,468          | \$12,815.64       |                      |
| 047 | 2    | B                  | McNeil MS - Zone 2 Caulking Attachment per LF                | 3M-[PA Wetglaze Attachment System  | 83          | 1,979          | \$6,926.50        |                      |
| 104 | 1    | A                  | Brn okVillage ECC - Zone 1 Security Film                     | 3M-Security - ULTRA 5800 (8mil)    | 31          | 105            | \$916.65          | \$3,212.00           |
| 104 | 1    | B                  | Brn okVillage ECC - Zone 1 Caulking Attachment per LF        | 3M-[PA Wetglaze Attachment System  | 31          | 290            | \$1,015.00        |                      |
| 105 | 1    | A                  | Burgess ES - Zone 1 Security Film                            | 3M-Security - ULTRA 5800 (8mil)    | 85          | 390            | \$3,404.70        | \$13,361.94          |
| 105 | 1    | B                  | Burgess ES - Zone 1 Caulking Attachment per LF               | 3M-[PA Wet glaze Attachment System | 85          | 866            | \$3,031.00        |                      |
| 105 | 2    | A                  | Burgess ES - Zone 2 Security Film                            | 3M-Security - ULTRA 5800 (8mil)    | 20          | 161            | \$1,405.53        |                      |
| 105 | 2    | B                  | Burgess ES - Zone 2 Caulking Attachment per LF               | 3M-[PA Wet glaze Attachment System | 20          | 263            | \$920.50          |                      |
| 107 | 1    | A                  | Crockett ES - Zone 1 Security Film                           | 3M-Security - ULTRA 5800 (8mil)    | 38          | 195            | \$1,702.35        | \$5,672.38           |
| 107 | 1    | B                  | Crockett ES - Zone 1 Caulking Attachment per LF              | 3M-IPA Wetglaze Attachment System  | 38          | 412            | \$1,442.00        |                      |
| 108 | 1    | A                  | Cunningham ES - Zone 1 Security Film                         | 3M-Security - ULTRA 5800 (8mil)    | 80          | 666            | \$5,814.18        | \$27,880.50          |
| 108 | 1    | B                  | Cunningham ES - Zone 1 Caulking Attachment per LF            | 3M-IPA Wetglaze Attachment System  | 80          | 1050           | \$3,675.00        |                      |
| 108 | 2    | A                  | Cunningham ES - Zone 2 Security Film                         | 3M-Security - ULTRA 5800 (8mil)    | 110         | 1,613          | \$14,081.49       |                      |
| 108 | 2    | B                  | Cunningham ES - Zone 2 Caulking Attachment per LF            | 3M-IPA Wetglaze Attachment System  | 110         | 1,933          | \$6,765.50        |                      |
| 109 | 1    | A                  | Fain ES Zone 1 Security Film                                 | 3M-Security - ULTRA 5800 (8mil)    | 39          | 224            | \$1,955.52        | \$6,530.44           |
| 109 | 1    | B                  | Fain ES Zone 1 Attachment Caulking per LF                    | 3M-IPA Wetglaze Attachment System  | 39          | 438            | \$1,533.00        |                      |
| 111 | 1    | A                  | Fowler ES Zone 1 Security Film                               | 3M-Security - ULTRA 5800 (8mil)    | 69          | 374            | \$3,265.02        | \$11,562.25          |
| 111 | 1    | B                  | Fowler ES - Zone 1 Caulking Attachment per LF                | 3M-IPA Wetglaze Attachment System  | 69          | 840            | \$2,940.00        |                      |

| ORG | Zone | A-Film, B<br>Caulk | Description   | Item                                     | Total Panes | Total<br>Sq Ft | Window Film Depot | EPIC Pricing Mandate |
|-----|------|--------------------|---|--|-------------|----------------|-------------------|----------------------|
| 111 | 2    | A                  | Fowler ES - Zone 2 Sernrity Film                            | 3M-Security - ULTRA 5800 (8m il)         | 4           | 42             | \$366.66          |                      |
| 111 | 2    | B                  | Fowler ES - Zone 2 Attachment Cau lking<br>per LF           | 3M-I PA Wetglaze Attachment<br>System    | 4           | 62             | \$217.00          |                      |
| 112 | 1    | A                  | Franklin ES - Zone 1 Secur i ty F ilm                       | 3M-Security - ULTRA 5800 (8m il)         | 45          | 155            | \$1,353.15        | \$3,801.88           |
| 112 | 1    | B                  | Frankl in ES - Zone 1 Caulk i ng Attach m<br>ent per LF     | 3M-I PA Wetglaze Attachment<br>System    | 45          | 408            | \$1,428.00        |                      |
| 112 | 2    | A                  | Franklin ES - Zone 2 Secur i ty Fi lm                       | 3M-Securi ty - ULTRA 5800 (8m<br>il)     | 4           | 21             | \$183.33          |                      |
| 112 | 2    | B                  | Franklin ES - Zone 2 Caulk i ng Attach m<br>ent per LF      | 3M-I PA Wetglaze Attachment<br>System    | 4           | 42             | \$147.00          |                      |
| 118 | 1    | A                  | Jefferson ES Zone 1 Security Film                           | 3M-Security - ULTRA 5800 (8m il)         | 49          | 264            | \$2,304.72        | \$6,213.63           |
| 118 | 1    | B                  | Jefferson ES Zone 1 Attachment Caulking<br>per LF           | 3M-I PA Wetglaze Attachment<br>System    | 49          | 533            | \$1,865.50        |                      |
| 118 | 2    | A                  | Jefferson ES Zone 2 Security Film                           | 3M-Securi ty - ULTRA 5800 (8m<br>il)     | 56          | 351            | \$3,064.23        |                      |
| 118 | 2    | B                  | Jefferson ES Zone 2 Attachment Caulking<br>per LF           | 3M-I PA Wetglaze Attachment<br>System    | 56          | 728            | \$2,548.00        |                      |
| 121 | 1    | A                  | Milam ES Zone 1 Security Film                               | 3M-Security - ULTRA 5800 (8m il)         | 43          | 183            | \$1,597.59        | \$14,940.75          |
| 121 | 1    | B                  | Milam ES Zone 1 Attachment Caulking per<br>LF               | 3M-I PA Wetglaze Attachment<br>System    | 43          | 424            | \$1,484.00        |                      |
| 121 | 2    | A                  | Milam ES Zone 2 Security Film                               | 3M-Securi ty - ULTRA 5800 (8m<br>il)     | 2           | 39             | \$340.47          |                      |
| 121 | 2    | B                  | Milam ES Zone 2 Attachment Caulking per<br>LF               | 3M-I PA Wetglaze Attachment<br>System    | 2           | 42             | \$147.00          |                      |
| 123 | 1    | A                  | Sh ephard ES - Zone 1 Sern r i ty Film                      | 3M-Security - ULTRA 5800 (8m<br>il)      | 38          | 233            | \$2,034.09        | \$4,565.50           |
| 123 | 1    | B                  | Sh ephard ES - Zo ne 1 Caulking Att<br>achmen t pe r u=     | 3M-IPA Wetg laze Att ach ment<br>System  | 38          | 430            | \$1,505.00        |                      |
| 125 | 1    | A                  | Booker TES - Zone 1 Security Film                           | 3M-Securi ty - ULTRA 5800 (8mil)         | 53          | 384            | \$3,352.32        | \$11,242.42          |
| 125 | 1    | B                  | Booker TES - Zone 1 Caulking Attachment<br>per LIF          | 3M-I PA Wetglaze Attachment<br>System    | 53          | 655            | \$2,292.50        |                      |
| 125 | 2    | A                  | Booker TES - Zone 2 Security Film                           | 3M-Securi ty - ULTRA 5800 (8m<br>il)     | 48          | 228            | \$1,990.44        |                      |
| 125 | 2    | B                  | Booker TES - Zone 2 Caulking Att achmen<br>t per LF         | 3M-[PA Wet glaze Att achment<br>System   | 48          | 525            | \$1,837.50        |                      |
| 126 | 1    | A                  | West ES - Zone 1 Securi ty !Film                            | 3M-Securi ty - ULTRA 5800 (8m<br>il)     | 81          | 577            | \$5,037.21        | \$16,148.63          |
| 126 | 1    | B                  | West ES Zone 1 Caulking per LF                              | 3M-I PA Wetglaze Attachment<br>System    | 81          | 1015           | \$3,552.50        |                      |
| 126 | 2    | A                  | West ES - Zone 2 Securi ty Film                             | 3M-Securi ty - ULTRA 5800 (8m<br>il)     | 20          | 215            | \$1,876.95        |                      |
| 126 | 2    | B                  | West ES - Zone 2 Cau lking Attachment<br>per LIF            | 3M-I PA Wetglaze Attachment<br>System    | 20          | 299            | \$1,046.50        |                      |
| 128 | 1    | A                  | Scotland Pa r k ES - Zone 1 Sern rity Film                  | 3M-Securi ty - ULTRA 5800 (8m<br>il)     | 63          | 309            | \$2,697.57        | \$42,198.63          |
| 128 | 1    | B                  | Scotland Park ES • Zone 1 Caulking<br>Attachment per LF     | 3M-[PA Wet glaze Att achment<br>System   | 63          | 710            | \$2,485.00        |                      |
| 128 | 2    | A                  | Scotland Park ES - Zone 2 Sern rity Fil m                   | 3M-Securi ty - ULTRA 5800 (8m<br>il)     | 35          | 628            | \$5,482.44        |                      |
| 128 | 2    | B                  | Scotland Pa r k ES - Zone 2 Caulking Att<br>achmen t per LF | 3M-[PA Wet glaze Attachment<br>System    | 35          | 681            | \$2,383.50        |                      |
| 129 | 1    | A                  | Southern Hills ES Zone 1 Security Film                      | 3M-Security - ULTRA 5800 (8m il)         | 84          | 840            | \$5,072.13        | \$32,297.25          |
| 129 | 1    | B                  | Southern Hills ES Zone 1 Attachment<br>Caulking per LF      | 3M-I PA Wetglaze Attachment<br>System    | 84          | 42             | \$3,671.50        |                      |
| 129 | 2    | A                  | Southern Hills ES Zone 2 Security Film                      | 3M-Securi ty - ULTRA 5800 (8m<br>il)     | 32          | 62             | \$2,069.01        |                      |
| 129 | 2    | B                  | Southern Hills ES Zone 2 Attachment<br>Caulking per LF      | 3M-I PA Wetglaze Attachment<br>System    | 32          | 666            | \$1,323.00        |                      |
| 131 | 1    | A                  | Zundy ES - Zone 1 Securi ty Film                            | 3M-Securi ty - ULTRA 5800 (8m<br>il)     | 61          | 85             | \$742.05          |                      |
| 131 | 1    | B                  | Zundh ES - Zone 1 Cau lking Attac ment<br>per LIF           | 3M-I PA Wetglaze Att ach m ent<br>System | 61          | 346            | \$1,211.00        | \$2,514.13           |
| 210 | 1    | A                  | Haynes ES - Zone 1 Securi ty Fil m                          | 3 M -Sec.uri ty - ULTRA 5800<br>(8mil)   | 67          | 430            | \$3,753.90        | \$12,673.56          |
| 210 | 1    | B                  | Haynes ES - Zon e 1 Cau lking Attachment<br>per LF          | 3M-[PA Wetglaze Att ach men<br>Syst em   | 67          | 763            | \$2,670.50        |                      |

| ORG | Zone | A-Film, B<br>Caulk | Description   | Item                             | Total Panes | Total<br>Sq Ft | Window Film Depot | EPIC Pricing Mandate |
|-----|------|--------------------|---|----------------------------------|-------------|----------------|-------------------|----------------------|
| 210 | 2    | A                  | Haynes ES - Zone 2 Security Film                    | 3M-Security - ULTRA 5800 (8mil)  | 50          | 471            | \$4,111.83        |                      |
| 210 | 2    | B                  | Haynes ES - Zone 2 Caulking Attachment per LF       | 3M-IPAWetglaze Attachment System | 50          | 705            | \$2,467.50        |                      |
| 810 | 1    | A                  | Carrigan Center - Zone 1 Security Film              | 3M-Security • ULTRA 5800 (8mil)  | 19          | 29             | \$253.17          | \$2,844.75           |
| 810 | 1    | B                  | Carrigan Center - Zone 1 Caulking Attachment per LF | 3M-IPAWetglaze Attachment System | 19          | 130            | \$455.00          |                      |
| 810 | 2    | A                  | Carrigan Center - Zone 2 Security Film              | 3M-Security - ULTRA 5800 (8mil)  | 4           | 60             | \$523.80          |                      |
| 810 | 2    | B                  | Carrigan Center - Zone 2 Caulking Attachment per LF | 3M-IPAWetglaze Attachment System | 4           | 72             | \$252.00          |                      |
| 999 | 1    | A                  | DAEP BLDG - Farris Bldg, Zone 1 Security Film       | 3M-Security - ULTRA 5800 (8mil)  | 60          | 185            | \$1,615.05        | \$1,446.75           |
| 999 | 2    | B                  | DAEP BLDG - Farris Bldg, Zone 1 Caulking            | 3M-IPAWetglaze Attachment System | 60          | 548            | \$1,918.00        |                      |
| 048 | 1    | A                  | Kirby Middle School                                 |                                  |             |                | \$0.00            | \$6,407.19           |
|     |      | A                  | W/F High School                                     |                                  |             |                | \$0.00            | \$8,433.81           |

\$227,233.23      \$324,795.04

old I      -\$8,433.81

Estimate Total      \$319,653.95

kir      -\$6,407.19

\$309,954.04

|     |   |   |   |                                  |     |       |             |             |
|-----|---|---|---|----------------------------------|-----|-------|-------------|-------------|
| 000 | 1 | A | Admin Vestibule - Zone 1 Security Film            | 3M-Security - ULTRA 5800 (8mil)  | 53  | 168   | \$1,466.64  |             |
| 000 | 1 | B | Admin Vestibule - Zone Caulking Attachment per LF | 3M-IPAWetglaze Attachment System | 53  | 424   | \$1,484.00  | \$2,900.00  |
| 005 | 1 | A | Legacy HS - Zone 1 Security Film                  | 3M-Security • ULTRA 5800 (8mil)  | 222 | 2,608 | \$22,767.84 | \$50,000.00 |
| 005 | 1 | B | Legacy HS - Attachment Zone 1 Caulking per LF     | 3M-IPAWetglaze Attachment System | 222 | 3,385 | \$11,847.50 |             |
| 005 | 2 | A | Legacy HS - Zone 2 Security Film                  | 3M-Security - ULTRA 5800 (8mil)  | 49  | 1,353 | \$11,811.69 |             |
| 005 | 2 | B | Legacy HS - Attachment Zone 2 Caulking per LF     | 3M-IPAWetglaze Attachment System | 49  | 1,179 | \$4,126.50  |             |
| 006 | 1 | A | Memorial HS - Zone 1 Security Film                | 3M-Security - ULTRA 5800 (8mil)  | 222 | 2,608 | \$22,767.84 | \$50,000.00 |
| 006 | 1 | B | Memorial HS - Zone 1 Caulking Attachment per LF   | 3M-IPAWetglaze Attachment System | 222 | 3,385 | \$11,847.50 |             |
| 006 | 2 | A | Memorial HS - Zone 2 Security Film                | 3M-Security • ULTRA 5800 (8mil)  | 49  | 1,353 | \$11,811.69 |             |
| 006 | 2 | B | Memorial HS - Zone 2 Caulking Attachment per LF   | 3M-IPAWetglaze Attachment System | 49  | 1,179 | \$4,126.50  |             |

| Window Film Depot<br>Additional Actual | EPIC<br>Additional Estimated |
|--|------------------------------|
| \$104,057.70                           | \$102,900.00                 |
| \$331,290.93                           | \$427,695.04                 |

5444      58992

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2023**

|  |   |                                      |                                 |
|--|---|--------------------------------------|---------------------------------|
| <b>Agenda Item:</b>                    | Purchase of Amplify Curriculum                    |                                      |                                 |
| <b>Administrator Responsible:</b>      | Leah Horton, Chief Financial Officer              |                                      |                                 |
| <b>Attachments:</b>                    | Amplify Quote Q-349150-1                          |                                      |                                 |
| <br>                                   |   |                                      |                                 |
| <input type="checkbox"/> Action Needed | <input checked="" 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 Amplify Curriculum from Amplify Education in the amount of \$416,705.20 as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

Amplify curriculum was utilized at no charge (paid by TEA) for the first three schools as part of a pilot program, including Southern Hills Elementary, Burgess Elementary, and Washington Elementary. The free Amplify licenses expired September 2023. Should a district wish to utilize Amplify ELAR Texas beyond September 2023 is required to cover the costs of the product locally.

The positive feedback of the program thus far led to the expansion of the curriculum to five more elementary campuses (Scotland Park Elementary, Zundy Elementary, Fain Elementary, Cunningham Elementary, and Franklin Elementary).

Continued expansion of Amplify offers greater coverage and consistency of curriculum among district elementary campuses. The attached Amplify quote expands supports to Crockett Elementary, Fowler Elementary, Jefferson Elementary, Milam Elementary, and West Foundation Elementary. This purchase utilizes TIPS Contract 210902 Classroom Teaching Aids Goods and Services, which was advertised twice in the Pittsburg Gazette, and is confirmed EDGAR compliant.

**Fiscal Note:**

This purchase will be made utilizing TIPS Cooperative Contract# 210902 and will be paid from ESSER III funds. 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-349150-2  
Date: 2/29/2024  
Expires On: 3/30/2024

### Customer Contact Information Wichita Falls Ind Sch District

Amplify Contact Information  
Kelley Simpson  
Professional Development Operations Coordinator  
kesimpson@amplify.com

TIPS Contract 210902

### Crockett 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      |

| PRODUCT   | PRICE      | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|------------|---------------|-----------------|----------------|-------------|
| 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     | 100           | 0               | \$500.00       | \$0.00      |
| Amplify TX ELAR G3 Activity Book Set                                | \$38.00    | 0             | 50              | \$0.00         | \$1,900.00  |
| Amplify ELAR TX G4 Complete Teacher Kit - 1yr (2024-2025)           | \$1,280.00 | 2             | 0               | \$2,560.00     | \$0.00      |
| Amplify ELAR TX 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            | 50              | \$500.00       | \$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     | 100           | 0               | \$500.00       | \$0.00      |
| Amplify TX ELAR G5 Activity Book Set                                | \$38.00    | 0             | 50              | \$0.00         | \$1,900.00  |
| TOTAL   |            |               |                 | \$27,080.00    | \$87,990.00 |

**Fowler 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             | 3               | \$0.00         | \$855.00    |
| 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      |

| PRODUCT   | PRICE      | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|------------|---------------|-----------------|----------------|-------------|
| 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 | 4             | 0               | \$5,120.00     | \$0.00      |
| Amplify ELAR Texas G3 Complete Student Kit - 1yr (2024-2025)        | \$173.00   | 0             | 100             | \$0.00         | \$17,300.00 |
| Amplify TX ELAR G3 Multimedia Hub Student License - 1yr (2024-2025) | \$5.00     | 100           | 0               | \$500.00       | \$0.00      |
| Amplify ELAR TX G4 Complete Teacher Kit - 1yr (2024-2025)           | \$1,280.00 | 2             | 0               | \$2,560.00     | \$0.00      |
| Amplify ELAR TX 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            | 50              | \$500.00       | \$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     | 100           | 0               | \$500.00       | \$0.00      |
| Amplify TX ELAR G5 Activity Book Set                                | \$38.00    | 0             | 50              | \$0.00         | \$1,900.00  |
| TOTAL   |            |               |                 | \$29,640.00    | \$94,455.00 |

**Jefferson Elementary**

| PRODUCT   | PRICE      | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|------------|---------------|-----------------|----------------|-------------|
| Amplify ELAR Texas GK Complete Student Kit - 1yr (2024-2025)        | \$185.00   | 0             | 75              | \$0.00         | \$13,875.00 |
| Amplify ELAR Texas GK Complete Teacher Kit - 1yr (2024-2025)        | \$1,400.00 | 3             | 0               | \$4,200.00     | \$0.00      |
| 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 Student Kit - 1yr (2024-2025)        | \$178.00   | 0             | 75              | \$0.00         | \$13,350.00 |
| Amplify ELAR Texas G1 Complete Teacher Kit - 1yr (2024-2025)        | \$1,350.00 | 3             | 0               | \$4,050.00     | \$0.00      |
| 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 ELAR Texas G2 Complete Student Kit - 1yr (2024-2025)        | \$178.00   | 0             | 75              | \$0.00         | \$13,350.00 |
| Amplify ELAR Texas G2 Complete Teacher Kit - 1yr (2024-2025)        | \$1,350.00 | 3             | 0               | \$4,050.00     | \$0.00      |
| Amplify TX ELAR G2 Multimedia Hub Student License - 1yr (2024-2025) | \$5.00     | 75            | 0               | \$375.00       | \$0.00      |
| Amplify ELAR Texas G3 Complete Student Kit - 1yr (2024-2025)        | \$173.00   | 0             | 50              | \$0.00         | \$8,650.00  |
| Amplify ELAR Texas G3 Complete Teacher Kit - 1yr (2024-2025)        | \$1,280.00 | 2             | 0               | \$2,560.00     | \$0.00      |
| Amplify TX ELAR G3 Multimedia Hub Student License - 1yr (2024-2025) | \$5.00     | 100           | 0               | \$500.00       | \$0.00      |
| Amplify TX ELAR G3 Activity Book Set                                | \$38.00    | 0             | 50              | \$0.00         | \$1,900.00  |
| Amplify ELAR TX G4 Complete Student Kit - 1yr (2024-2025)           | \$173.00   | 0             | 50              | \$0.00         | \$8,650.00  |
| Amplify ELAR TX 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            | 50              | \$500.00       | \$0.00      |
| Amplify TX ELAR G4 Activity Book Set                                | \$38.00    | 0             | 50              | \$0.00         | \$1,900.00  |
| 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     | 100           | 0               | \$500.00       | \$0.00      |
| Amplify TX ELAR G5 Activity Book Set                                | \$38.00    | 0             | 50              | \$0.00         | \$1,900.00  |
| TOTAL   |            |               |                 | \$22,605.00    | \$73,905.00 |

**Milam 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    |

| PRODUCT   | PRICE      | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|------------|---------------|-----------------|----------------|-------------|
| 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 | 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     | 75            | 0               | \$375.00       | \$0.00      |
| Amplify TX ELAR G3 Activity Book Set                                | \$38.00    | 0             | 50              | \$0.00         | \$1,900.00  |
| Amplify ELAR TX G4 Complete Teacher Kit - 1yr (2024-2025)           | \$1,280.00 | 1             | 0               | \$1,280.00     | \$0.00      |
| Amplify ELAR TX 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            | 50              | \$375.00       | \$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     | 75            | 0               | \$375.00       | \$0.00      |
| Amplify TX ELAR G5 Activity Book Set                                | \$38.00    | 0             | 50              | \$0.00         | \$1,900.00  |
| TOTAL   |            |               |                 | \$18,390.00    | \$60,930.00 |

**West 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      |

| PRODUCT   | PRICE      | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|------------|---------------|-----------------|----------------|-------------|
| 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 | 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     | 75            | 0               | \$375.00       | \$0.00      |
| Amplify TX ELAR G3 Activity Book Set                                | \$38.00    | 0             | 50              | \$0.00         | \$1,900.00  |
| Amplify ELAR TX G4 Complete Teacher Kit - 1yr (2024-2025)           | \$1,280.00 | 1             | 0               | \$1,280.00     | \$0.00      |
| Amplify ELAR TX 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            | 50              | \$375.00       | \$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     | 75            | 0               | \$375.00       | \$0.00      |
| Amplify TX ELAR G5 Activity Book Set                                | \$38.00    | 0             | 50              | \$0.00         | \$1,900.00  |
| TOTAL   |            |               |                 | \$18,390.00    | \$60,930.00 |

### Shipping & Handling

| SHIPPING AND HANDLING         | SHIPPING COST | TOTAL DISCOUNT | TOTAL PRICE |
|-------------------------------|---------------|----------------|-------------|
| Amplify Shipping and Handling | \$38,495.20   | \$0.00         | \$38,495.20 |

TOTAL DISCOUNT \$116,105.00  
GRAND TOTAL \$416,705.20

### 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](http://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](http://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto: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](mailto: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](https://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](https://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](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://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](https://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](https://amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://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](https://amplify.com/customer-privacy) 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](https://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](http://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**  
**March 5, 2024**

|  |   |                                       |                                 |
|--|---|---------------------------------------|---------------------------------|
| <b>Agenda Item:</b>                    | Bolin Mills/Verizon Land Lease                    |                                       |                                 |
| <b>Administrator Responsible:</b>      | Dr. Peter Griffiths, Associate Superintendent     |                                       |                                 |
| <b>Attachments:</b>                    | Photosims<br>Land Lease Agreement                 |                                       |                                 |
| <input type="checkbox"/> Action Needed | <input checked="" 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 Bolin Mills/Verizon Land Lease as submitted by Dr. Griffiths, Associate Superintendent, and recommended by Dr. Donny Lee, Superintendent.

**Explanation:**

The attached Land Lease Agreement and supporting photosims detail a new flagpole tower that would be constructed at the WFHS site if approved. It would setup a 5 year lease that can be extended up to four times for a total of 25 years. Rental payments would begin on the Commencement Date and be due at a total annual rental of \$14,400.00, to be paid in equal monthly installments on the first day of the month, in advance

**Fiscal Note:**

Land lease agreement revenue will be deposited in the General Fund. Multi-year contracts require Board of Trustees approval per policy, CH Local.



50

**Bolin Mills - View from East (Original View)**



51

**Bolin Mills - View from East**



New stealth monopole tower and equipment inside new metal fence enclosure.



**Bolin Mills - View from East**



**Bolin Mills - View from East**



New stealth monopole tower and equipment inside new metal fence enclosure.



**Bolin Mills - View from East**



55

**Bolin Mills - View from Northwest (Original View)**

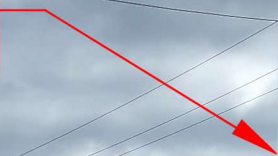


56

**Bolin Mills - View from Northwest**



New stealth monopole tower and equipment inside new metal fence enclosure.



57

**Bolin Mills - View from Northwest**

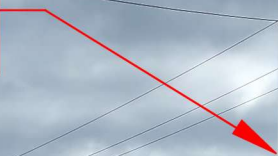


58

**Bolin Mills - View from Northwest**



New stealth monopole tower and equipment inside new metal fence enclosure.



59

**Bolin Mills - View from Northwest**



60

**Bolin Mills - View from Southeast (Original View)**



**Bolin Mills - View from Southeast**



New stealth monopole tower and equipment inside new metal fence enclosure.



62

**Bolin Mills - View from Southeast**



**Bolin Mills - View from Southeast**



New stealth monopole tower and equipment inside new metal fence enclosure.



**Bolin Mills - View from Southeast**

64



65

**Bolin Mills - View from South (Original View)**



66

**Bolin Mills - View from South**



New stealth monopole tower and equipment inside new metal fence enclosure.



67

**Bolin Mills - View from South**



68

**Bolin Mills - View from South**



New stealth monopole tower and equipment inside new metal fence enclosure.



69

**Bolin Mills - View from South**

**BOLIN MILLS**  
\*\*\*

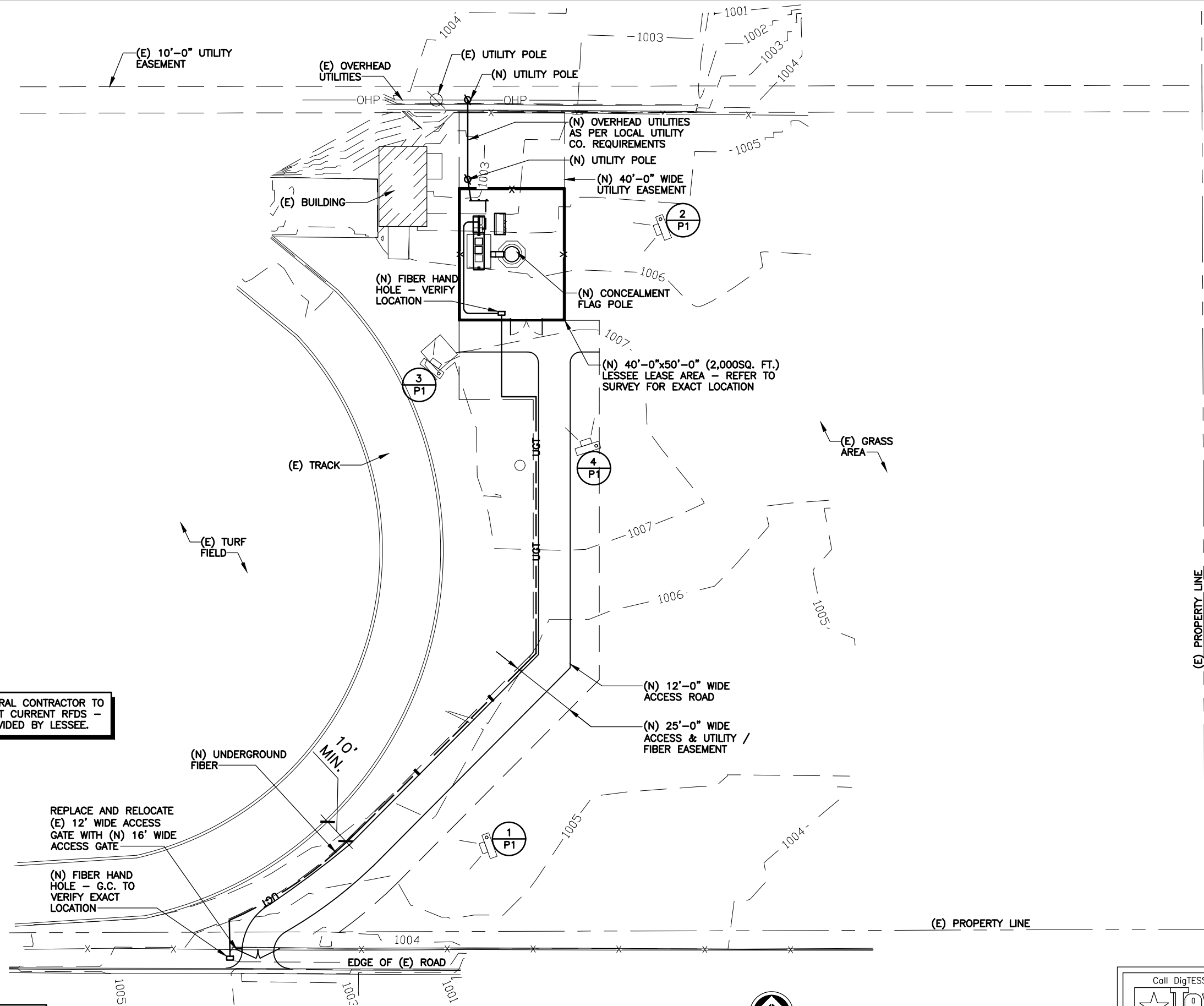
2149 AVE H  
WICHITA FALLS, WICHITA COUNTY, TEXAS 76309  
(5000918375)

THIS IS AN INCOMPLETE SET NOT FOR CONSTRUCTION OR PERMITTING. APPROPRIATE PROFESSIONAL SEAL WILL BE APPLIED TO FINAL CONSTRUCTION SET

  
**ARCHCOMM, LLC.**  
1006 Beckett  
San Antonio, Texas 78213  
(210) 308-9905  
TBPE NO. F-15659

|                  |
|------------------|
| SHEET TITLE      |
| <b>SITE PLAN</b> |
| SHEET HISTORY    |
| 09.12.23 PCD     |

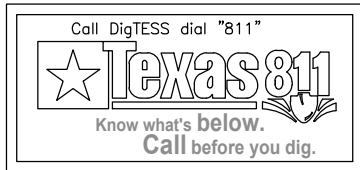
**A1**



NOTE: GENERAL CONTRACTOR TO VERIFY MOST CURRENT RFDS - TO BE PROVIDED BY LESSEE.

(N) = NEW LESSEE  
(E) = EXISTING  
(F) = FUTURE

**1 SITE PLAN**  
SCALE: 1"=40'-00"  
NORTH



THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS IS PROHIBITED.

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between Board of Trustees of the Wichita Falls Independent School District of Wichita Falls, Texas, with a mailing address of P.O. Box 97533, Wichita Falls, Texas 76307, ("LESSOR") and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 2149 Avenue H, Wichita Falls, Wichita County, Texas 76309 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 2,000 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current 5 year term. The initial term and any extension terms shall be collectively referred to herein as the "Term".

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$14,400.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at P.O. Box 97533, Wichita Falls, Texas 76307 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph [1918](#) below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in

accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$2,500.00, which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

d. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term of this Agreement (including all extension terms), annual rent shall increase by an amount equal to 2% of the annual rent due for the immediately preceding lease year.

5. ACCESS/UTILITIES. LESSEE may use the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a variable width right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises. Notwithstanding the foregoing, in accordance with Sections 22.0834, 22.0835, and 22.085 of the Texas Education Code, if any entry under the Agreement onto the Premises by LESSEE, or LESSEE's employees, agents, contractors, or sublessees is to occur between the hours of 7:00 a.m. and 4:00 p.m. on any and all scheduled school days (herein after referred to as "School Hours") or while students are present on the Premises, all entrants onto any portion of the Premises shall provide at least twenty-four (24) hours prior notice to LESSOR (via email at cshahan@wfid.net or telephone at 940-781-8486 or 940-867-3783) , and shall check into the front office of the school campus to sign in and be processed through the LESSOR's reasonable and standard security procedures. The only exceptions to the foregoing notice and prior coordination requirements shall be (i) entry or access outside of School Hours and/or (ii) emergency situations occurring during School Hours that pose an immediate threat to continued telecommunications services being provided at the Premises, in which case LESSEE shall notify LESSOR of such request for access as soon as practicably possible, but no later than actual entry onto the Premises, and all entrants onto any portion of the Premises shall check into the front office of the school campus to sign in and be processed through the LESSOR's reasonable and standard security procedures.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 23).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. EXCEPT TO THE EXTENT CLAIMS, DAMAGES, AND LOSSES ARE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR AND LESSOR'S TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS, LESSEE AGREES AT ALL TIMES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSOR, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES OR INJURIES AND OTHER LOSSES, INCLUDING BUT NOT LIMITED TO COSTS AND ATTORNEY'S FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ANY ACT OR OMISSION OF LESSEE'S OFFICIALS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR VOLUNTEERS ARISING OUT OF THE PERFORMANCE OF LESSEE'S RIGHTS OR OBLIGATIONS PURSUANT TO THIS AGREEMENT WHETHER SUCH CLAIMS ARE ASSERTED BEFORE OR AFTER TERMINATION OF THIS BUSINESS RELATIONSHIP. The LESSOR in accordance with the Texas Constitution, shall not indemnify and hold harmless LESSEE and its agents and employees. All obligations as set forth in Section 10 shall survive the completion of or termination of the Agreement.

11. INSURANCE. Each Party agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR (at (940) 867-3783), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

13. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

14. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 60 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the

third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement. If LESSOR elects, during the Term, to grant to a third party by easement or other legal instrument an interest in and to the Premises for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Premises to such third person in accordance with the terms and conditions of such third party offer.

16. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

17. ASSIGNMENT- / SUBLETTING. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. ~~LESSEE may sublet the Premises in LESSEE's sole discretion.~~

LESSEE may sublease any portion of the Premises at its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Premises for colocation, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

a. In the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner: 15% to LESSOR and 85% to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. The LESSEE shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee. In this event: i. The LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the premises to any or all potential Sublessee (s). ii. At LESSOR'S request, LESSEE will provide LESSOR with a tri-party agreement to be executed by the LESSEE, its Sublessee, and LESSOR to confirm direct payment obligation from the Sublessee to the LESSOR and to indicate LESSOR has been notified of the sublease.

b. It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Premises. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Premises, then LESSOR may enter into an agreement with the Sublessee for a portion of the Property that Sublessee requires to locate its facilities. In this event, LESSEE shall receive 100% of the rental for that portion of the facilities that are located within the limits of the Premises and LESSOR shall receive 100% of the rental, negotiated by the LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the Property outside LESSEE's Premises.

c. Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Premises or part thereof. The LESSEE shall have the sole right to determine whether it will sublet any portion of the Premises or whether it will sublease to any specific Sublessee.

18. NOTICE. Except for notices permitted via telephone in accordance with Paragraph ~~1312~~, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Board of Trustees of the Wichita Falls  
Independent School District of Wichita Falls, Texas,  
P.O. Box 97533  
Wichita Falls, Texas 76307

Risk and Contract Management  
Wichita Falls Independent School District

1104 Broad Street  
Wichita Falls, Texas 76301

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

20. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii)

LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph ~~2120~~ do not extend the period of time in which either Party has to cure interference pursuant to Paragraph ~~1312~~ of this Agreement.

21. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

22. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

23. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

24. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

25. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which

may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

26. GOVERNING LAW AND VENUE. This Agreement shall be governed and construed according to the laws of the State of Texas. Both Parties agree that venue for any litigation arising from this agreement shall lie in the courts with jurisdiction over Wichita County, Texas.

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. CONFIDENTIALITY OF CONTRACT. LESSEE understands and acknowledges that the LESSOR is a governmental entity subject to the Texas Public Information Act ("Act"). Compliance by LESSOR with said Act, or any ruling or determination by the Texas Attorney General's Office shall not be considered a breach of this Agreement; however, LESSOR shall provide prior written notice of any disclosure under the Act to LESSEE.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this

Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**

**Board of Trustees of the Wichita Falls Independent  
School District of Wichita Falls, Texas**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Cellco Partnership**  
d/b/a Verizon Wireless

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **PROPERTY DESCRIPTION**

Lot 1, Block 74B, as set forth on the Final Plat, Highland Addition, Lots 1, 2 & 3, Block 74B, a Replat of Blocks 73A, 74A, 75A, 78A, 79A & Intervening Streets & Alleys, Highland Addition, as recorded in Document No. 00016700 and Plat Records Volume 28, Page 562 on September 3, 2009.

\*\*Please note: Lot 1, Block 74B on Plat Book 28, Page 562 was formerly all of Blocks 74A; Block 75A; Block 78A; and Block 79A on Plat Book 1, Page 23. The searcher located the deeds for all of the said Blocks, except Lots 15 and 16 of Block 78A. They have searched back over 120 years to locate the missing deeds and was unable to find them.

**EXHIBIT "B"**  
**PREMISES DESCRIPTION**

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between Board of Trustees of the Wichita Falls Independent School District of Wichita Falls, Texas, with a mailing address of P.O. Box 97533, Wichita Falls, Texas 76307, ("LESSOR") and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 2149 Avenue H, Wichita Falls, Wichita County, Texas 76309 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately 2,000 square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. The Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current 5 year term. The initial term and any extension terms shall be collectively referred to herein as the "Term".

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$14,400.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at P.O. Box 97533, Wichita Falls, Texas 76307 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 18 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in

accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$2,500.00, which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(c) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

d. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term of this Agreement (including all extension terms), annual rent shall increase by an amount equal to 2% of the annual rent due for the immediately preceding lease year.

5. ACCESS/UTILITIES. LESSEE may use the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a variable width right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises. Notwithstanding the foregoing, in accordance with Sections 22.0834, 22.0835, and 22.085 of the Texas Education Code, if any entry under the Agreement onto the Premises by LESSEE, or LESSEE's employees, agents, contractors, or sublessees is to occur between the hours of 7:00 a.m. and 4:00 p.m. on any and all scheduled school days (herein after referred to as "School Hours") or while students are present on the Premises, all entrants onto any portion of the Premises shall provide at least twenty-four (24) hours prior notice to LESSOR (via email at cshahan@wfid.net or telephone at 940-781-8486 or 940-867-3783) , and shall check into the front office of the school campus to sign in and be processed through the LESSOR's reasonable and standard security procedures. The only exceptions to the foregoing notice and prior coordination requirements shall be (i) entry or access outside of School Hours and/or (ii) emergency situations occurring during School Hours that pose an immediate threat to continued telecommunications services being provided at the Premises, in which case LESSEE shall notify LESSOR of such request for access as soon as practicably possible, but no later than actual entry onto the Premises, and all entrants onto any portion of the Premises shall check into the front office of the school campus to sign in and be processed through the LESSOR's reasonable and standard security procedures.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 23).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. EXCEPT TO THE EXTENT CLAIMS, DAMAGES, AND LOSSES ARE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR AND LESSOR'S TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS, LESSEE AGREES AT ALL TIMES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS LESSOR, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS FOR DAMAGES OR INJURIES AND OTHER LOSSES, INCLUDING BUT NOT LIMITED TO COSTS AND ATTORNEY'S FEES, RESULTING DIRECTLY OR INDIRECTLY FROM ANY ACT OR OMISSION OF LESSEE'S OFFICIALS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR VOLUNTEERS ARISING OUT OF THE PERFORMANCE OF LESSEE'S RIGHTS OR OBLIGATIONS PURSUANT TO THIS AGREEMENT WHETHER SUCH CLAIMS ARE ASSERTED BEFORE OR AFTER TERMINATION OF THIS BUSINESS RELATIONSHIP. The LESSOR in accordance with the Texas Constitution, shall not indemnify and hold harmless LESSEE and its agents and employees. All obligations as set forth in Section 10 shall survive the completion of or termination of the Agreement.

11. INSURANCE. Each Party agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center (at (800) 264-6620) or to LESSOR (at (940) 867-3783), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

13. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

14. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 60 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the

third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement. If LESSOR elects, during the Term, to grant to a third party by easement or other legal instrument an interest in and to the Premises for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Premises to such third person in accordance with the terms and conditions of such third party offer.

16. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

17. ASSIGNMENT / SUBLETTING. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

LESSEE may sublease any portion of the Premises at its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Premises for colocation, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

a. In the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner: 15% to LESSOR and 85% to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. The LESSEE shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee. In this event: i. The LESSEE shall have no liability of any nature to the LESSOR for failure to sublet all or any part of the premises to any or all potential Sublessee (s). ii. At LESSOR'S request, LESSEE will provide LESSOR with a tri-party agreement to be executed by the LESSEE, its Sublessee, and LESSOR to confirm direct payment obligation from the Sublessee to the LESSOR and to indicate LESSOR has been notified of the sublease.

b. It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Premises. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Premises, then LESSOR may enter into an agreement with the Sublessee for a portion of the Property that Sublessee requires to locate its facilities. In this event, LESSEE shall receive 100% of the rental for that portion of the facilities that are located within the limits of the Premises and LESSOR shall receive 100% of the rental, negotiated by the LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the Property outside LESSEE's Premises.

c. Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Premises or part thereof. The LESSEE shall have the sole right to determine whether it will sublet any portion of the Premises or whether it will sublease to any specific Sublessee.

18. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 12, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Board of Trustees of the Wichita Falls  
Independent School District of Wichita Falls, Texas,  
P.O. Box 97533  
Wichita Falls, Texas 76307

Risk and Contract Management  
Wichita Falls Independent School District

1104 Broad Street  
Wichita Falls, Texas 76301

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

20. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii)

LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 20 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 12 of this Agreement.

21. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

22. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

23. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

24. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

25. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which

may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

26. GOVERNING LAW AND VENUE. This Agreement shall be governed and construed according to the laws of the State of Texas. Both Parties agree that venue for any litigation arising from this agreement shall lie in the courts with jurisdiction over Wichita County, Texas.

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. CONFIDENTIALITY OF CONTRACT. LESSEE understands and acknowledges that the LESSOR is a governmental entity subject to the Texas Public Information Act ("Act"). Compliance by LESSOR with said Act, or any ruling or determination by the Texas Attorney General's Office shall not be considered a breach of this Agreement; however, LESSOR shall provide prior written notice of any disclosure under the Act to LESSEE.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this

Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR:**

**Board of Trustees of the Wichita Falls Independent  
School District of Wichita Falls, Texas**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Cellco Partnership**  
d/b/a Verizon Wireless

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

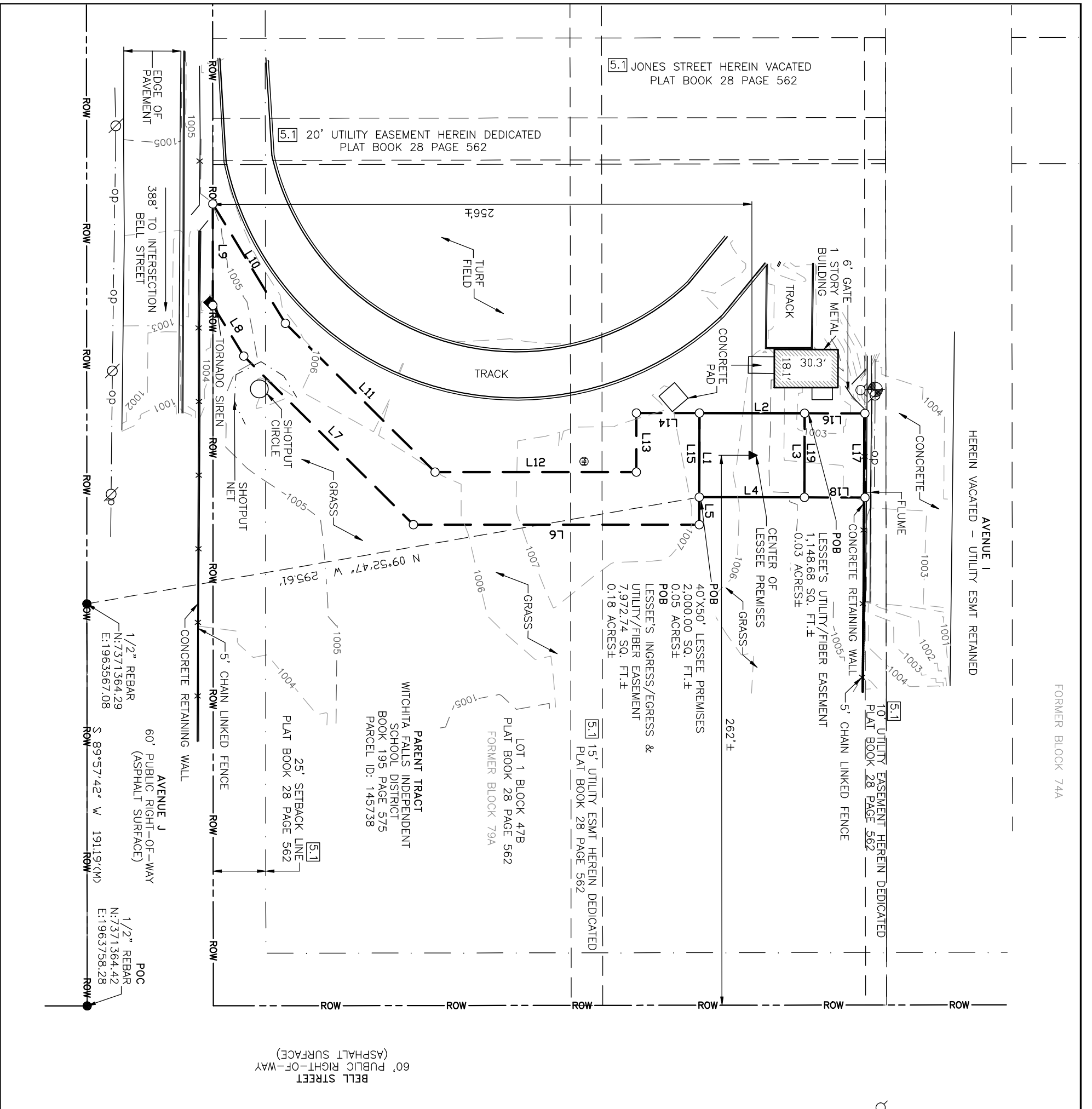
## **EXHIBIT "A"**

### **PROPERTY DESCRIPTION**

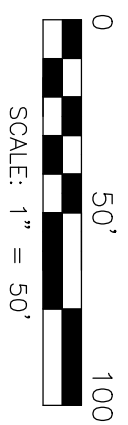
Lot 1, Block 74B, as set forth on the Final Plat, Highland Addition, Lots 1, 2 & 3, Block 74B, a Replat of Blocks 73A, 74A, 75A, 78A, 79A & Intervening Streets & Alleys, Highland Addition, as recorded in Document No. 00016700 and Plat Records Volume 28, Page 562 on September 3, 2009.

\*\*Please note: Lot 1, Block 74B on Plat Book 28, Page 562 was formerly all of Blocks 74A; Block 75A; Block 78A; and Block 79A on Plat Book 1, Page 23. The searcher located the deeds for all of the said Blocks, except Lots 15 and 16 of Block 78A. They have searched back over 120 years to locate the missing deeds and was unable to find them.

**EXHIBIT "B"**  
**PREMISES DESCRIPTION**



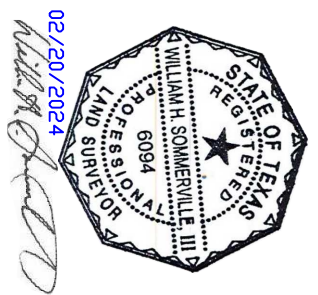
FORMER BLOCK 74A



60' PUBLIC RIGHT-OF-WAY (ASPHALT SURFACE)

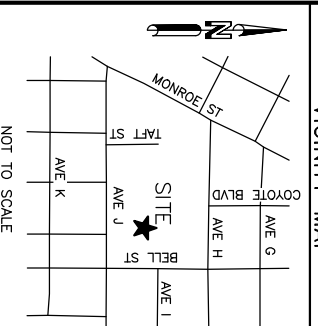
| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| 1    | N 89°52'30" W | 40.00'   |
| 2    | N 00°07'30" E | 50.00'   |
| 3    | S 89°52'30" E | 40.00'   |
| 4    | S 00°07'30" W | 50.00'   |
| 5    | S 89°52'30" E | 13.08'   |
| 6    | S 00°00'00" E | 135.92'  |
| 7    | S 44°49'11" W | 113.72'  |
| 8    | S 58°36'54" W | 28.23'   |
| 9    | S 89°57'37" W | 48.28'   |
| 10   | N 58°42'35" E | 66.46'   |
| 11   | N 44°49'11" E | 100.36'  |
| 12   | N 00°00'00" W | 95.73'   |
| 13   | N 90°00'00" W | 28.08'   |
| 14   | N 00°00'00" W | 30.00'   |
| 15   | S 89°52'30" E | 40.00'   |
| 16   | N 00°07'30" E | 28.65'   |
| 17   | N 89°55'54" E | 40.00'   |
| 18   | S 00°07'30" W | 28.78'   |
| 19   | N 89°52'30" W | 40.00'   |

SEE PAGE 2 OF 2 FOR PARENT TRACT OVERVIEW.



**PREMISES INFO**  
 CENTER OR PREMISES:  
 LATITUDE: 33°53'34.935" NORTH  
 LONGITUDE: 98°30'59.356" WEST  
 (NAD 83)  
 GROUND ELEVATION: 1006'  
 ABOVE MEAN SEA LEVEL (NAVD88)

**SITE ADDRESS:**  
 2149 AVENUE H,  
 WITCHITA FALLS, TEXAS 76309



**TEXAS NORTH CENTRAL**  
 GRID NORTH  
 GRID TO TRUE NORTH  
 CONVERGENCE  
 0°00'26.9480"  
 TRUE NORTH TO MAGNETIC  
 DECLINATION  
 3°47' E  
 COMBINED SCALE FACTOR  
 1.007293565

- LEGEND**
- = 5/8" REBAR SET
  - = FOUND PROPERTY MARKER
  - = POINT OF BEGINNING
  - = POINT OF COMMENCEMENT
  - = POINT OF ENDING
  - ▲ = CALCULATED POINT
  - (M) = MEASURED
  - = POWER POLE
  - = FIRE HYDRANT
  - = TORNAADO SIREN
  - = MANHOLE
  - = TEMPORARY BENCHMARK
  - = NAIL IN POWER POLE
  - ELEVATION = 1001.68'
  - P/L = PROPERTY LINE

**FLOOD NOTE**  
 By graphic plotting only, the subject property appears to lie in Zone 'X' of the Flood Insurance Rate Map Community Panel No. 48485C03206, which bears an effective date of February 3, 2010 and IS NOT in a special flood hazard area.  
 Zone 'X': Areas determined to be outside the 0.2% annual chance floodplain.

**BOLIN MILLS**  
 FUZE #17007186 MDG #5000918375  
 PART OF HIGHLAND SUBDIVISION  
 WICHITA COUNTY, TEXAS

|  |  |   |  |                                     |  |   |   |
|--|--|---|--|-------------------------------------|--|---|---|
| <p>SMW Engineering Group, Inc.<br/>                 158 Business Center Drive<br/>                 Birmingham, Alabama 35244<br/>                 Ph: 205-252-6985<br/>                 www.smweng.com</p> | <p>RAWLAND TOWER SURVEY</p>  |   | <p>DRAWN BY: KM<br/>                 CHECKED BY: PWK<br/>                 FIELD CREW: BAJ<br/>                 APPROVED BY: WHS<br/>                 DATE: 05/19/23<br/>                 SCALE: 1" = 50'</p> | <p>NO. 1<br/>                 2</p> | <p>REVISION<br/>                 REVISED ACCESS/UTILITY EASEMENT<br/>                 ADD UTILITY/FIBER EASEMENT</p> | <p>DATE<br/>                 12/13/23<br/>                 02/20/24</p> | <p>BY<br/>                 MAW<br/>                 MAW</p> |
|  | <p>FOR:<br/>  VERIZON WIRELESS<br/>                 10300 OLD ALABAMA ROAD CONN.<br/>                 ALPHARETTA, GA 30022<br/>                 (678) 277-3500</p> | <p>PROJECT NO.<br/>                 23-100710</p> | <p>SHEET 1 OF 2</p>  | <p>NO.</p>                          | <p>DATE</p>  | <p>BY</p>   |   |

**SURVEYOR'S NOTES**

- This is a Rowland Tower Survey, made on the ground under the supervision of a Texas Registered Land Surveyor. Date of field survey is March 15, 2023.
- The following surveying instruments were used at time of field visit: Topcon GM-55 and Topcon Hiper SR G.P.S. receiver. (R.T.K. network capable).
- Bearings are based on Texas North Central State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
- Benchmark used is a GPS Continuously Operating Reference Station, PID DFT479. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
- This survey was conducted for the purpose of a Rowland Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This Survey was conducted with the benefit of an Abstract Title search.
- Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
- Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1:15,000) and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor.
- This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.

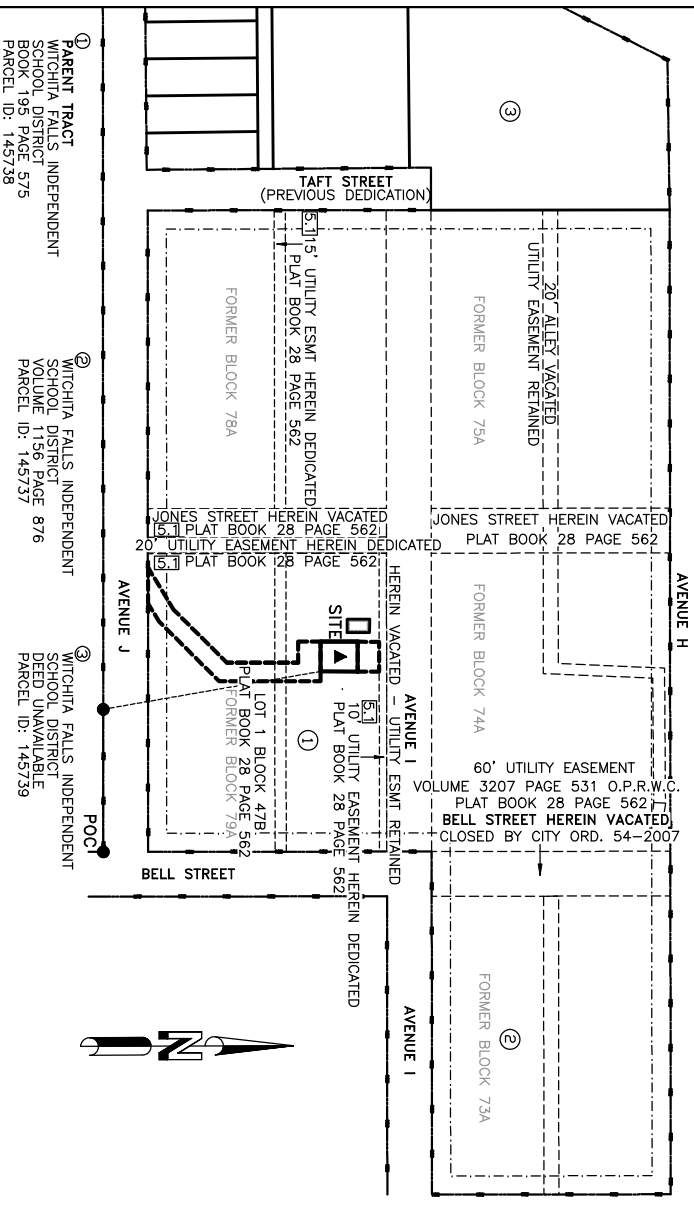
**PLOTTABLE EXCEPTIONS**

U.S. Title Solutions  
File No. UST174659  
Date March 24, 2023  
Schedule III

| Exception No. | Instrument            | Comment  |
|---------------|-----------------------|--|
| 1-3, 6.1, 6.2 | N/A                   | Standard exceptions. Contain no survey matters.                          |
| 4.1           | Book 3207 Page 535    | Does not affect the Lessee Premises or easement and is not shown hereon. |
| 4.2           | Book 3207 Page 531    | Does not affect the Lessee Premises or easement and is not shown hereon. |
| 5.1           | Plat Book 28 Page 562 | Does affect Lessee Premises & easement & is shown hereon.                |
| 5.2           | Plat Book 1 Page 23   | Does not affect the Lessee Premises or easement and is not shown hereon. |

**PARENT TRACT OVERVIEW**

**NOT TO SCALE**

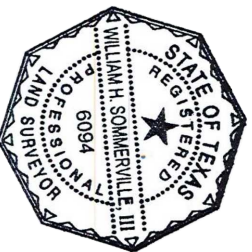


**PARENT TRACT (FROM TITLE)**  
Lot 1, Block 74B, as set forth on the Final Plat, Highland Addition, Lots 1, 2 & 3, Block 74B, a Replot of Blocks 73A, 74A, 75A, 78A, 79A & Intervening Streets & Alleys, Highland Addition, as recorded in Document No. 00016700 and Plat Records Volume 28, Page 562 on September 3, 2009.  
\*\*Please note: Lot 1, Block 74B on Plat Book 28, Page 562 was formerly all of Blocks 74A, Block 75A, Block 78A, and Block 79A on Plat Book 1, Page 23. The searcher located the deeds for all of the said blocks, except Lots 15 and 16 of Block 78A. They have searched book over 120 years to locate the missing deeds and was unable to find them.

**40 x 50 LESSEE PREMISES (AS-SURVEYED)**  
A portion of the Wichita Falls Independent School District tract described in Book 195, Page 575 as recorded in O.P.R.W.C. for Wichita County, Texas, and being more particularly described as follows:  
Commencing at a 1/2" rebar found at the intersection of the south right-of-way line of Avenue J, having a 60' public right-of-way, and the west right-of-way line of Bell Street, having a 60' public right-of-way, having Texas North Central State Plane coordinates: N:7371364.42, E:1963758.28;  
thence along said south right-of-way line of said Avenue J, S 89°57'42" W for a distance of 191.19 feet to a 1/2" rebar found, having Texas North Central State Plane coordinates: N:7371364.29, E:1963567.08;  
thence leaving said south right-of-way line N 09°52'47" W for a distance of 295.61 feet to a 5/8" rebar set and the Point of Beginning; 89°52'30" W for a distance of 40.00 feet to a 5/8" rebar set;  
thence N 00°07'30" E for a distance of 50.00 feet to a 5/8" rebar set;  
thence S 89°52'30" E for a distance of 40.00 feet to a 5/8" rebar set;  
thence S 00°07'30" W for a distance of 50.00 feet to the Point of Beginning. Said Lessee Premises contains 2,000.00 square feet or 0.05 acres, more or less.

**LESSEE'S INGRESS/EGRESS & UTILITY/FIBER EASEMENT (AS-SURVEYED)**  
A portion of the Wichita Falls Independent School District tract described in Book 195, Page 575 as recorded in O.P.R.W.C. for Wichita County, Texas, and being more particularly described as follows:  
Commencing at a 1/2" rebar found at the intersection of the south right-of-way line of Avenue J, having a 60' public right-of-way, and the west right-of-way line of Bell Street, having a 60' public right-of-way, having Texas North Central State Plane coordinates: N:7371364.42, E:1963758.28; thence along said south right-of-way line of said Avenue J, S 89°57'42" W for a distance of 191.19 feet to a 1/2" rebar found, having Texas North Central State Plane coordinates: N:7371364.29, E:1963567.08; thence leaving said south right-of-way line N 09°52'47" W for a distance of 295.61 feet to a 5/8" rebar set and the Point of Beginning of an Ingress/Egress & Utility/Fiber easement;  
thence S 89°52'30" E for a distance of 13.08 feet to a point;  
thence S 00°00'00" E for a distance of 135.92 feet to a point;  
thence S 44°49'11" W for a distance of 113.72 feet to a point;  
thence S 58°36'54" W for a distance of 28.23 feet, more or less, to a point on the north right-of-way line of said Avenue J to a point;  
thence along said north right-of-way S 89°57'37" W for a distance of 48.28 feet to a point;  
thence leaving said north right-of-way N 58°42'35" E for a distance of 66.46 feet to a point;  
thence N 44°49'11" E for a distance of 100.36 feet to a point;  
thence N 00°00'00" W for a distance of 95.73 feet to a point;  
thence N 90°00'00" W for a distance of 28.08 feet to a point;  
thence N 00°00'00" W for a distance of 30.00 feet to a point;  
thence S 89°52'30" E for a distance of 40.00 feet to the Point of Beginning. Said Ingress/Egress & Utility/Fiber Easement contains 7,972.74 square feet or 0.18 acres, more or less.

**LESSEE'S UTILITY/FIBER EASEMENT (AS-SURVEYED)**  
A portion of the Wichita Falls Independent School District tract described in Book 195, Page 575 as recorded in O.P.R.W.C. for Wichita County, Texas, and being more particularly described as follows:  
Commencing at a 1/2" rebar found at the intersection of the south right-of-way line of Avenue J, having a 60' public right-of-way, and the west right-of-way line of Bell Street, having a 60' public right-of-way, having Texas North Central State Plane coordinates: N:7371364.42, E:1963758.28;  
thence along said south right-of-way line of said Avenue J, S 89°57'42" W for a distance of 191.19 feet to a 1/2" rebar found, having Texas North Central State Plane coordinates: N:7371364.29, E:1963567.08;  
thence leaving said south right-of-way line N 09°52'47" W for a distance of 295.61 feet to a 5/8" rebar set;  
thence N 89°52'30" W for a distance of 40.00 feet to a 5/8" rebar set;  
thence N 00°07'30" E for a distance of 50.00 feet to a 5/8" rebar set and the Point of Beginning of the Utility/Fiber Easement;  
thence N 00°07'30" E for a distance of 28.65 feet to a point;  
thence N 89°55'54" E for a distance of 40.00 feet to a point;  
thence S 00°07'30" W for a distance of 28.78 feet to a point;  
thence N 89°52'30" W for a distance of 40.00 feet to the Point of Beginning. Said Utility/Fiber Easement contains 1,148.68 square feet or 0.03 acres, more or less.



**SURVEYOR'S CERTIFICATION**  
I certify to Verizon and Wichita Falls Independent School District that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Texas to the best of my knowledge, information, and belief.

*William H. Sommerville, III*  
William H. Sommerville, III 02/20/2024  
Texas License No. 6094

BOLIN MILLS  
FUZE #17007186 MDG #5000918375  
PART OF HIGHLAND SUBDIVISION  
WICHITA COUNTY, TEXAS



SMW Engineering Group, Inc.  
158 Business Center Drive  
Birmingham, Alabama 35244  
Ph: 205-252-6985  
www.smweng.com

**RAWLAND TOWER SURVEY**

FOR: VERIZON WIRELESS  
10300 OLD ALABAMA ROAD CONN.  
ALPHARETTA, GA 30022  
(678) 277-3500

DRAWN BY: KM  
CHECKED BY: PWK  
FIELD CREW: BAJ  
APPROVED BY: WHS  
DATE: 05/19/23  
SCALE: N.T.S.  
SHEET 2 OF 2

| NO. | REVISION                        | DATE     | BY  |
|-----|---------------------------------|----------|-----|
| 1.  | REVISED ACCESS/UTILITY EASEMENT | 12/13/23 | MAW |
| 2.  | ADD UTILITY/FIBER EASEMENT      | 02/20/24 | MAW |

PROJECT NO. 23-100710

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

|  |   |                                       |                                 |
|--|---|---------------------------------------|---------------------------------|
| <b>Agenda Item:</b>                    | TASB Recommended Local Policy Update 122          |                                       |                                 |
| <b>Administrator Responsible:</b>      | Dr. Peter Griffiths, Associate Superintendent     |                                       |                                 |
| <b>Attachments:</b>                    | Update 122 Policy Instruction Sheet               |                                       |                                 |
| <input type="checkbox"/> Action Needed | <input checked="" type="checkbox"/> Future Action | <input type="checkbox"/> Presentation | <input type="checkbox"/> Report |

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees add, revise or delete (LOCAL) policies as recommended by TASB Policy Service for consideration and according to the Instruction Sheet for TASB Localized Policy Manual Update 122 and policies revised as a result of Update 122 as submitted by Dr. Peter Griffiths, Associate Superintendent, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

Update 122 includes revisions to legal policies based on legislative and regulatory changes.

**LOCAL policies recommended from TASB Update 122 to be revised are:**

CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY

CSA(LOCAL): FACILITY STANDARDS - SAFETY AND SECURITY

DC(LOCAL): EMPLOYMENT PRACTICES

EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS

EHBC(LOCAL): SPECIAL PROGRAMS - COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

EHBCA(LOCAL): COMPENSATORY SERVICES AND INTENSIVE PROGRAMS - ACCELERATED INSTRUCTION

FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE

FFAC(LOCAL): WELLNESS AND HEALTH SERVICES - MEDICAL TREATMENT

FFB(LOCAL): STUDENT WELFARE - CRISIS INTERVENTION

FL(LOCAL): STUDENT RECORDS

**LOCAL Policy Revisions as a Result of Update 122:**

BBI(LOCAL): BOARD MEMEBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

DEC(LOCAL): COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

DP(LOCAL): PERSONNEL POSITIONS

EIE(LOCAL): ACADEMIC ACHIEVEMENT RETENTION AND PROMOTION

**LOCAL Policy Revisions Due to the Review of Update 122:**

AF(LOCAL): INNOVATION DISTRICTS

DF(LOCAL): TERMINATION OF EMPLOYMENT

FDA(LOCAL): ADMISSIONS: INTERDISTRICT TRANSFERS

FO(LOCAL): STUDENT DISCIPLINE

GKA(LOCAL): COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

**Fiscal Note:**

None

# Instruction Sheet

## TASB Localized Policy Manual Update 122

### Wichita Falls ISD

| <b>Code</b> | <b>Type</b> | <b>Action To Be Taken</b> | <b>Note</b>               |
|-------------|-------------|---------------------------|---------------------------|
| ATTN        | (NOTE)      | No policy enclosed        | See explanatory note      |
| AF          | (LEGAL)     | Replace policy            | Revised policy            |
| AIB         | (LEGAL)     | Replace policy            | Revised policy            |
| BBB         | (LEGAL)     | Replace policy            | Revised policy            |
| BBBA        | (LEGAL)     | Replace policy            | Revised policy            |
| BBBB        | (LEGAL)     | Replace policy            | Revised policy            |
| BBBC        | (LEGAL)     | Replace policy            | Revised policy            |
| BBC         | (LEGAL)     | Replace policy            | Revised policy            |
| BBD         | (LEGAL)     | Replace policy            | Revised policy            |
| BBI         | (LEGAL)     | Replace policy            | Revised policy            |
| BE          | (LEGAL)     | Replace policy            | Revised policy            |
| C           | (LEGAL)     | Replace table of contents | Revised table of contents |
| CCA         | (LEGAL)     | Replace policy            | Revised policy            |
| CDA         | (LEGAL)     | Replace policy            | Revised policy            |
| CDB         | (LEGAL)     | Replace policy            | Revised policy            |
| CHE         | (LEGAL)     | Replace policy            | Revised policy            |
| CJA         | (LEGAL)     | Replace policy            | Revised policy            |
| CK          | (LEGAL)     | Replace policy            | Revised policy            |
| CKA         | (LEGAL)     | Replace policy            | Revised policy            |
| CKC         | (LEGAL)     | Replace policy            | Revised policy            |
| CKE         | (LEGAL)     | Replace policy            | Revised policy            |
| CKEA        | (LEGAL)     | Replace policy            | Revised policy            |
| CKEB        | (LEGAL)     | Replace policy            | Revised policy            |
| CKEC        | (LEGAL)     | Replace policy            | Revised policy            |
| CLA         | (LEGAL)     | Replace policy            | Revised policy            |
| CLE         | (LEGAL)     | Replace policy            | Revised policy            |
| CMD         | (LEGAL)     | Replace policy            | Revised policy            |
| CNA         | (LEGAL)     | Replace policy            | Revised policy            |
| CNC         | (LEGAL)     | Replace policy            | Revised policy            |
| CQA         | (LEGAL)     | Replace policy            | Revised policy            |
| CQB         | (LEGAL)     | Replace policy            | Revised policy            |
| CQB         | (LOCAL)     | Replace policy            | Revised policy            |
| CQC         | (LEGAL)     | Replace policy            | Revised policy            |
| CS          | (LEGAL)     | Replace policy            | Revised policy            |

# Instruction Sheet

## TASB Localized Policy Manual Update 122

### Wichita Falls ISD

| <b>Code</b> | <b>Type</b> | <b>Action To Be Taken</b> | <b>Note</b>          |
|-------------|-------------|---------------------------|----------------------|
| CSA         | (LEGAL)     | ADD policy                | See explanatory note |
| CSA         | (LOCAL)     | ADD policy                | See explanatory note |
| CSB         | (LEGAL)     | ADD policy                | See explanatory note |
| CSC         | (LEGAL)     | ADD policy                | See explanatory note |
| CV          | (LEGAL)     | Replace policy            | Revised policy       |
| DBAA        | (LEGAL)     | Replace policy            | Revised policy       |
| DBE         | (LEGAL)     | Replace policy            | Revised policy       |
| DC          | (LOCAL)     | Replace policy            | Revised policy       |
| DEAA        | (LEGAL)     | Replace policy            | Revised policy       |
| DEC         | (LEGAL)     | Replace policy            | Revised policy       |
| DEC         | (LOCAL)     | No policy enclosed        | See explanatory note |
| DF          | (LEGAL)     | Replace policy            | Revised policy       |
| DG          | (LEGAL)     | Replace policy            | Revised policy       |
| DGC         | (LEGAL)     | Replace policy            | Revised policy       |
| DH          | (LEGAL)     | Replace policy            | Revised policy       |
| DI          | (LEGAL)     | Replace policy            | Revised policy       |
| DIA         | (LEGAL)     | Replace policy            | Revised policy       |
| DL          | (LEGAL)     | Replace policy            | Revised policy       |
| DLB         | (LEGAL)     | Replace policy            | Revised policy       |
| DMA         | (LEGAL)     | Replace policy            | Revised policy       |
| DP          | (LEGAL)     | Replace policy            | Revised policy       |
| DP          | (LOCAL)     | No policy enclosed        | See explanatory note |
| EEB         | (LEGAL)     | Replace policy            | Revised policy       |
| EF          | (LEGAL)     | Replace policy            | Revised policy       |
| EFA         | (LEGAL)     | Replace policy            | Revised policy       |
| EFB         | (LEGAL)     | Replace policy            | Revised policy       |
| EHAA        | (LEGAL)     | Replace policy            | Revised policy       |
| EHAB        | (LEGAL)     | Replace policy            | Revised policy       |
| EHAC        | (LEGAL)     | Replace policy            | Revised policy       |
| EHB         | (LEGAL)     | Replace policy            | Revised policy       |
| EHB         | (LOCAL)     | Replace policy            | Revised policy       |
| EHBAA       | (LEGAL)     | Replace policy            | Revised policy       |
| EHBAB       | (LEGAL)     | Replace policy            | Revised policy       |
| EHBAD       | (LEGAL)     | Replace policy            | Revised policy       |

# Instruction Sheet

## TASB Localized Policy Manual Update 122

### Wichita Falls ISD

| <b>Code</b> | <b>Type</b>  | <b>Action To Be Taken</b> | <b>Note</b>               |
|-------------|--------------|---------------------------|---------------------------|
| EHBC        | (LEGAL)      | Replace policy            | Revised policy            |
| EHBC        | (LOCAL)      | DELETE policy             | See explanatory note      |
| EHBCA       | (LEGAL)      | Replace policy            | Revised policy            |
| EHBCA       | (LOCAL)      | ADD policy                | See explanatory note      |
| EHBG        | (LEGAL)      | Replace policy            | Revised policy            |
| EHBK        | (LEGAL)      | Replace policy            | Revised policy            |
| EHDD        | (LEGAL)      | Replace policy            | Revised policy            |
| EHDE        | (LEGAL)      | Replace policy            | Revised policy            |
| EHDF        | (LEGAL)      | DELETE policy             | See explanatory note      |
| EI          | (LEGAL)      | Replace policy            | Revised policy            |
| EIA         | (LEGAL)      | Replace policy            | Revised policy            |
| EIC         | (LOCAL)      | No policy enclosed        | See explanatory note      |
| EIE         | (LEGAL)      | Replace policy            | Revised policy            |
| EIF         | (LEGAL)      | Replace policy            | Revised policy            |
| EKB         | (LEGAL)      | Replace policy            | Revised policy            |
| F           | (LEGAL)      | Replace table of contents | Revised table of contents |
| FA          | (LEGAL)      | ADD policy                | See explanatory note      |
| FD          | (LEGAL)      | Replace policy            | Revised policy            |
| FDA         | (LEGAL)      | Replace policy            | Revised policy            |
| FDB         | (LEGAL)      | Replace policy            | Revised policy            |
| FEA         | (LEGAL)      | Replace policy            | Revised policy            |
| FEA         | (LOCAL)      | Replace policy            | Revised policy            |
| FEA         | (REGULATION) | Review regulation         | Revise as necessary       |
| FEB         | (LEGAL)      | Replace policy            | Revised policy            |
| FEC         | (LEGAL)      | Replace policy            | Revised policy            |
| FED         | (LEGAL)      | Replace policy            | Revised policy            |
| FFAC        | (LEGAL)      | Replace policy            | Revised policy            |
| FFAC        | (LOCAL)      | Replace policy            | Revised policy            |
| FFAC        | (REGULATION) | Review regulation         | Revise as necessary       |
| FFAF        | (LEGAL)      | Replace policy            | Revised policy            |
| FFB         | (LEGAL)      | Replace policy            | Revised policy            |
| FFB         | (LOCAL)      | Replace policy            | Revised policy            |
| FFB         | (REGULATION) | Review regulation         | Revise as necessary       |
| FFBA        | (LEGAL)      | Replace policy            | Revised policy            |

Instruction Sheet  
TASB Localized Policy Manual Update 122

**Wichita Falls ISD**

| <b>Code</b> | <b>Type</b> | <b>Action To Be Taken</b> | <b>Note</b>    |
|-------------|-------------|---------------------------|----------------|
| FFEA        | (LEGAL)     | Replace policy            | Revised policy |
| FFG         | (LEGAL)     | Replace policy            | Revised policy |
| FL          | (LEGAL)     | Replace policy            | Revised policy |
| FL          | (LOCAL)     | Replace policy            | Revised policy |
| FM          | (LEGAL)     | Replace policy            | Revised policy |
| FNCA        | (LEGAL)     | Replace policy            | Revised policy |
| FNCC        | (LEGAL)     | Replace policy            | Revised policy |
| FNCD        | (LEGAL)     | Replace policy            | Revised policy |
| FNCF        | (LEGAL)     | Replace policy            | Revised policy |
| FNCG        | (LEGAL)     | Replace policy            | Revised policy |
| FNG         | (LEGAL)     | Replace policy            | Revised policy |
| FO          | (LEGAL)     | Replace policy            | Revised policy |
| FOC         | (LEGAL)     | Replace policy            | Revised policy |
| FOCA        | (LEGAL)     | Replace policy            | Revised policy |
| FOD         | (LEGAL)     | Replace policy            | Revised policy |
| FODA        | (LEGAL)     | Replace policy            | Revised policy |
| GBA         | (LEGAL)     | Replace policy            | Revised policy |
| GBAA        | (LEGAL)     | Replace policy            | Revised policy |
| GC          | (LEGAL)     | Replace policy            | Revised policy |
| GKA         | (LEGAL)     | Replace policy            | Revised policy |
| GKC         | (LEGAL)     | Replace policy            | Revised policy |
| GKG         | (LEGAL)     | Replace policy            | Revised policy |
| GRAC        | (LEGAL)     | Replace policy            | Revised policy |
| GRB         | (LEGAL)     | Replace policy            | Revised policy |

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

**Agenda Item:** MAP Middle of Year Assessment Update

**Administrator Responsible:** Misti Spear, Director of Strategic Design

**Attachments:**

Action Needed       Future Action       Presentation       Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees receive information regarding academic growth as reflected in Middle of Year MAP assessment data as presented by Misti Spear, Director of Strategic Design and as recommended by Dr. Donny Lee, WFISD Superintendent of Schools.

**Explanation:**

**Fiscal Note:**

none

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

**Agenda Item:** Update on Implementation of Amplify Curriculum on Pilot Campuses

**Administrator Responsible:** Jeff Hill, Director of Elementary Curriculum

**Attachments:**

Action Needed       Future Action       Presentation       Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees receive information regarding the Amplify Curriculum Pilot program at Southern Hills Elementary, Burgess Elementary, and Washington Elementary as presented by Jeff Hill, Director of Elementary Curriculum and as recommended by Dr. Donny Lee, WFISD Superintendent of Schools.

**Explanation:**

**Fiscal Note:**

none

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

|  |   |                                       |  |
|--|---|---------------------------------------|--|
| <b>Agenda Item:</b>                    | Monthly Personnel Report                    |                                       |  |
| <b>Administrator Responsible:</b>      | Dayna Hardaway, Director of Human Resources |                                       |  |
| <b>Attachments:</b>                    | No Attachment                               |                                       |  |
| <input type="checkbox"/> Action Needed | <input type="checkbox"/> Future Action      | <input type="checkbox"/> Presentation | <input checked="" type="checkbox"/> Report |

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees reviews the employee resignations/retirements that have been submitted since the last Board meeting. The resignations/retirements have been accepted by Dr. Donny Lee, Superintendent of Schools, in accordance with the requirements of Policy DFE (Local).

**Letters of Retirement:**

**Professionals**

Bruner, Jane Ann- Curriculum Specialist, Ed Center, Last Day 6/18/24  
Gandy, Sonja-Special Education Counselor-Ed Center, Last Day 5/25/24  
Johnson, Tonya-Teacher, WFHS, Last Day 5/24/24

**Clerical/Auxiliary/Support**

Cooper-Gold, Vickie-Aide, Burgess, Last Day 5/24/24  
Contreras, Olga-Aide, WFHS, Last Day 5/24/24  
Mauldin, Shyrl-Aide, Barwise, Last Day 5/24/24

**Letters of Resignation:**

**Professionals**

Barnett, Brandon- Teacher, Scotland Park, Last Day 5/24/24  
Booth, Hailey-Teacher, Fain, Last Day 5/24/24  
Castles, Lauren- Teacher, Rider, Last Day 5/24/24  
Clemens, Janee- Teacher, Barwise, Last Day 5/24/24  
Ehrsam, Sarah-Teacher, CEC, Last Day 5/24/24  
Finn, Kendra- Counselor, Hirschi, Last Day, 5/31/24  
Gonzales, Deborah-Teacher WFHS, Last Day 5/24/24  
Hedeman, Katie- SLPA, Ed Center, Last Day 5/24/24  
Prince, Jenny-Teacher, Zundy, Last Day 2/13/24  
Reynolds, Jason-Teacher/Coach, WFHS, Last Day 3/6/24

Wedel, Whitney-Teacher, Zundy, Last Day 5/24/24  
Williams, Treneisha-Teacher, Fain, Last Day 5/24/24  
Woods, Michael-Teacher, Fain, Last Day 5/24/24

**Clerical/Auxiliary/Support**

Foster, Elizabeth-Aide, Fowler, Last Day 2/23/24  
Hoff, Stephanie, Health Services Aide, Denver, Last Day 2/13/24  
London, Diane-Aide, Cunningham, Last Day 2/14/24  
Vaughn, Dina-Aide, Rider, Last Day 2/26/24

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

|   |   |                                       |                                 |
|---|---|---------------------------------------|---------------------------------|
| <b>Agenda Item:</b>                               | Applicant Pool                              |                                       |                                 |
| <b>Administrator Responsible:</b>                 | Dayna Hardaway, Director of Human Resources |                                       |                                 |
| <b>Attachments:</b>                               | 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  
March 5, 2024**

**CERTIFIED APPLICANT POOL**

| Name              | Certification  | University  | Yrs of Exp | Position/Assignment                       | Previous District |
|-------------------|--|---|------------|---|-------------------|
| Walding, Kimberly | Physical Education Grades (PK-12)<br>Generalist Grades (4-8)<br>Generalist Grades (EC-4)<br>English as a Second Language Supplemental Grades (EC-12)<br>Family and Consumer Sciences Grades (6-12)<br>Secondary Health Grades (6-12)<br>Secondary Physical Education Grades (6-12) | Texas A&M University Bachelor's                             | 23         | Head Tennis Coach<br>Memorial High School | Holliday ISD      |
| *Ingram, Jordan   | ELAR<br>Grades (7-12)  | Midwestern State University<br>Bachelor's<br>(May Graduate) | NA         | Head Cheer Coach<br>Legacy High School    | NA                |

*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*

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

|   |  |                                       |                                 |
|---|--|---------------------------------------|---------------------------------|
| <b>Agenda Item:</b>                               | Corrected Minutes                            |                                       |                                 |
| <b>Administrator Responsible:</b>                 | Dr. Donny Lee, Superintendent of Schools     |                                       |                                 |
| <b>Attachments:</b>                               | Minutes of Regular Meeting, January 16, 2024 |                                       |                                 |
| <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 corrected minutes from the Regular Meeting on January 16, 2024, as submitted by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

The following is the copy of the corrected minutes referenced above. The minutes were approved on February 19, 2024. After approval by the Board of Trustees it was discovered that the minutes had the incorrect date of January 14, 2024. This has been corrected to January 16, 2024 and the minutes are resubmitted for board approval. These minutes will become official upon approval by the Board.

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES  
WFISD ADMINISTRATION BUILDING – BOARD ROOM  
REGULAR SESSION MEETING JANUARY 16, 2024**

***CALL TO ORDER AND OPENING STATEMENT:***

The Board of Trustees of the Wichita Falls Independent School District met in a regular 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 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. Dayna Hardaway, Director of Human Resources, Ms. Vanessa Dishman, Administrative Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant- HR, Mr. Grant Freeman, Director of Athletics, Ms. Kelly Strenski, Director of Fine Arts, Mr. Salvador Montez, WFHS JROTC Instructor, Dr. Gena Ayers, Milam Elementary Principal, Mr. Anthony Smith, WFISD Chief of Police, Ms. Amanda Gonzales, Coordinator of Emergent Bilingualism, Mr. Lawrence Johnson, Hirschi High School Athletic Director, Ms Julie Yandell, Rider HS Head Volleyball Coach, Mr. Marc Bindel, Rider HS Athletic Director and Mr. Larry Menefee, Director of Student Services.

Also present: Mr. Scott Kingston, TREMCO Rep, student parents, a KFDX reporter, and KAUZ reporter.

***PRESENTATION OF COLORS:***

WFHS JROTC presented the colors.

***INVOCATION:***

Mr. Mark Lukert gave the invocation.

***PRESENTATIONS:***

**BOARD APPRECIATION**

Dr Donny Lee recognized the Wichita Falls Independent School District Board of Trustees. January is School Board Recognition Month, and WFISD is honored to celebrate its trustees for their dedication and commitment to the district's schools and students. Dr Lee expressed how the school board members are selfless volunteers who spend long hours working to ensure all of our students have the opportunity to learn and grow. Celebrating School Board Recognition Month is one way to say thanks for all they do. Serving as a link between the community and classroom, school board members are elected to establish the policies that provide the framework for public schools.

Board members serving WFISD are:

Katherine McGregor - President  
Mark Lukert - Vice-President  
Sandy Camp - Secretary  
Susan Grisel  
Dale Harvey  
Jim Johnson  
Diann Scroggins

**OFFICER APPRECIATION**

Dr. Donny Lee asked that the Wichita Falls Independent School District Board of Trustees recognize the WFISD Police Officers in honor of Law Enforcement Appreciation Day that was January 9, 2024. The following list of officers were recognized. Thank you for serving and protecting our students and staff throughout the district each day.

Wichita Falls ISD police officers are:

Anthony Smith - Chief of Police  
John Strenski - Safety and Security Coordinator

Sgt. Luis Banda  
Lance Brumley  
Luci Cavazos  
Gary Ellis (not present)  
Jose Gonzalez  
J.J. Hernandez  
Lt. Donny Johns  
James Keyser  
Brian Masterson  
Blake Molina (not present)  
Samantha Muncy  
John Phillips  
Wendy Seiber  
Danny Valdez

#### **WICHITA FALLS HIGH SCHOOL ACADEMIC ALL-STATE FOOTBALL**

Mr. Grant Freeman, Athletic Director, asked that the Wichita Falls Independent School District Board of Trustees recognize Wichita Falls High School students for receiving Academic All-State Honors for Football as submitted and recommended by Dr. Donny Lee, Superintendent.

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

Kyler Boone - 1st Team  
Ivory Kelley - Honorable Mention  
Ivy Kelley - Honorable Mention

Coach: Grant Freeman

#### **HIRSCHI HIGH SCHOOL ACADEMIC ALL-STATE FOOTBALL**

Mr. Lawrence Johnson, Hirschi High School Athletic Director, asked that the Wichita Falls Independent School District Board of Trustees recognize Hirschi High School students for receiving Academic All-State Honors for Football as submitted and recommended by Dr. Donny Lee, Superintendent.

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

Corby Wingfield Jr. - 2nd Team  
Matthew Balderas - 2nd Team  
Reginald Demps - 2nd Team  
Adrian Lanier - 2nd Team  
Sammy Worthy Jr. - Honorable Mention

Coach: Lawrence Johnson

#### **RIDER HIGH SCHOOL ACADEMIC ALL-STATE VOLLEYBALL**

Ms Julie, Yandell, Rider High School Head Volleyball Coach, asked that the Wichita Falls Independent School District Board of Trustees recognize Rider High School students for receiving Academic All-State Honors for Volleyball as submitted and recommended by Dr. Donny Lee, Superintendent.

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

Carly Ayers  
Sophia Curry  
Lainey Elliott  
Emily Music  
Laney Nguyen  
Kensley Oliver  
Taegen Ward

Coach: Julie Yandell

## RIDER HIGH SCHOOL ACADEMIC ALL-STATE FOOTBALL

Mr. Marc Bindel asked that the Wichita Falls Independent School District Board of Trustees recognize Rider High School students for receiving Academic All-State Honors for Football as submitted and recommended by Dr. Donny Lee, Superintendent.

The THSCA Academic All-State Teams recognize senior high school athletes, trainers and managers who excel in the following categories: GPA, class rank and ACT/SAT score. The students below are being recognized as a team member based on their scores in these categories. We applaud them for their commitment and dedication to perform with the highest of excellence academically and on the field or court.

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

Drew Haston - 2nd Team  
Ben Johnson - 2nd Team  
Carson Ayres - Honorable Mention  
Andrei Basilio - Honorable Mention  
Titus Blagg - Honorable Mention  
Taylor Curry - Honorable Mention  
Kohen Maroney - Honorable Mention  
Steven Marrs - Honorable Mention  
Tanner Poirot - Honorable Mention  
Evan Rios - Honorable Mention  
Coby Robinson - Honorable Mention  
Owen Tuggle - Honorable Mention

Coach: Marc Bindel

### ***PUBLIC COMMENT:***

None

### ***REPORTS OR SPECIAL DISCUSSIONS:***

### ***SUPERINTENDENT'S REPORT:***

Dr. Donny Lee gave an 18-month review using photo slides on the following:

- Current Enrollment 12,815, ADA 93.72%
- Finance
  - GLOWS
    - Eliminated the eight-million-dollar debt and passed a balance budget without having an increase in funding from the state of Texas
    - Increased the Fund Balance
    - Contracted TASB to conduct and salary study and utilized TASB staffing guidelines
    - Provided a \$1000 bonus for all staff
    - Reduced footprint by closing Northwest Head Start, Lamar and Harrell campuses
      - Also plan in place to close Kirby campus after the 2023/2024 year.
  - GROWS
    - Increase teacher and staff pay
    - Increase student enrollment
    - Increase average daily attendance
- Faculty
  - GLOWS
    - New Staff in leadership roles
      - Campus Principals: Synquis Lewis, Booker T Washington, Tristan Browne Burgess, Greg Darden, Denver @ Farris, Kelli Roberts, Jefferson, Amanda Garcia, Southern Hills, Del Hardaway, Kirby and Laurie Kinne, WFHS.
      - Department Directors: Leah Horton, CFO, Anthony Smith, Police Chief, Dayna Hardaway, Director of Human Resources, Jeff Hill, Director of Elementary Curriculum, Scot Hafley, Exec Director of Operations, Christy Nash, Director of Federal & State Funds, Grant Freeman, Director of Athletics and Cyndy Kohl, Director of Student Evaluation

- Facilities
  - GLOWS
    - Memorial and Legacy are on schedule to receive furniture fixtures and equipment
    - Above ground athletic facilities able to built as originally planned despite costs increasing
    - Successful merge of Lamar and Farris staff and students to new campuses
    - Maintenance scheduled implemented for HVAC, building roofs and busses
    - Attendance zone changes made
  
- Academics:
  - GLOWS
    - Kirby and Southern Hills made progress and were not taken over by TEA
    - Texas Amplify curriculum was implemented at three elementary campuses and will be added to five more campuses in 2024/2025 along with the use of Eureka at other elementary campuses
    - Extra efforts have been made in the area of Leadership Development
    - WFISD began placing a strong emphasis on all students reading before grade 3
  
- Safety
  - GLOWS
    - Creation of a “Community Policing Culture
    - More professional and approachable uniforms
    - Replacement of cars with more reliable fleet
    - Hired more officers to comply with new ruling
    - Hired a dispatch to better serve emergency needs

***CONSENT AGENDA:***

**PURCHASE OF INTERACTIVE FLAT SCREENS  
MINUTES FROM DECEMBER MEETINGS**

Mr. Jim Johnson, seconded by Mr. Mark Lukert, motioned that the Wichita Falls Independent School District Board of Trustees approve items placed on the Consent Agenda at the January 9, 2024 meeting.

Carried unanimously by a vote of 6 – 0

***FINANCIAL SERVICES:***

**PURCHASE OF HIRSCHI ROOF RESTORATION**

Ms. Leah Horton, Chief Financial Officer, asked that the Wichita Falls Independent School District Board of Trustees award the Hirschi High School roof restoration project to TREMCO CPG (dba, Weatherproofing Technologies, Inc-“WTI”) in the amount of \$899,910.63 as recommended by Dr. Donny Lee, Superintendent of Schools.

Hirschi High School roof (122,050 square feet) needs repair or replacement. After careful consideration of options to solve the damaged and 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®, will coat the entire surface of the roof indicated. 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 122,050 sq. ft. is \$2,196,900, (approximate \$18/sf) and would also require relocation of electrical units and conduit lines, gas line reset/removal, and other costs estimated at over \$150,000. 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 \$3,100.00.

Ms. Katherine McGregor, board president, asked to speak to Mr. Scott Kingston, TREMCO rep, to clarify what the process was and to assure the board that the process was appropriate for the Hirschi building. Mr. Kingston answered all questions satisfactory.

Mr. Mark Lukert, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees award the Hirschi High School roof restoration project to TREMCO CPG (dba, Weatherproofing Technologies, Inc-“WTI”) in the amount of \$899,910.63 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6 – 0

#### **RFP 2324-15-O-24 POLICE VEHICLES**

Ms. Diann Scroggins, seconded by Ms. Susan Grisel, moved that the Wichita Falls Independent School District Board of Trustees approve the purchase of eight (8) used vehicles, totaling \$136,560, for WFISD Police Vehicles procured on RFP 2324-15-O-24 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6– 0

#### ***SCHOOL ADMINISTRATION:***

##### **BILINGUAL/ESL OVERVIEW**

Ms. Amanda Gonzales, Emergent Bilingualism Coordinator presented information about the WFISD BILINGUAL/ESL Education Program. The program serves all students that English is not their first language and provides all day language support to advance the learning of all children. The Classroom Objectives are to obtain English language proficiency by 3rd grade, apply quality and consistent instruction with Bilingually certified teachers as well as to increase parental involvement. The Instructional Focus of the program is to integrate curriculum within self-contained multicultural classrooms with adequate supplemental materials, to provide all day English language support in all content areas. And improve teaching models to benefit cultural awareness.

#### ***HUMAN RESOURCES:***

##### **TEACHER APPLICANT POOL**

Mr. Mark Lukert, seconded by Ms. Susan Grisel, 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 6 – 0

#### ***BOARD MATTERS:***

##### **ADJORNMENT:**

Mr. Mark Lukert, seconded by Mr. Dale Harvey, moved to adjourn the meeting without going into Closed Session due to no issues to be discussed in Closed Session.

Carried unanimously by a vote of 6 – 0

Ms. Katherine McGregor, board president, adjourned the meeting at 7:42 p.m.

---

President, Board of Trustees

---

Secretary, Board of Trustees

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**March 5, 2024**

|  |   |                                       |                                 |
|--|---|---------------------------------------|---------------------------------|
| <b>Agenda Item:</b>                    | Minutes   |                                       |                                 |
| <b>Administrator Responsible:</b>      | Dr. Donny Lee, Superintendent of Schools  |                                       |                                 |
| <b>Attachments:</b>                    | Minutes of Work Session, February 13, 2024<br>Minutes for Public Hearing February 19, 2024<br>Minutes of Regular Meeting, February 19, 2024 |                                       |                                 |
| <input type="checkbox"/> Action Needed | <input checked="" 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 February 13, 2024, Public Hearing on February 19, 2024 and the Regular Meeting on February 19, 2024, 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 FEBRUARY 13, 2024**

***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. Jim Johnson, Ms. Susan Grisel (left at 1:55pm), Ms. Diann Scroggins, Mr. Mark Lukert 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, Chief Anthony Smith, WFISD Police, Mr. Scot Hafley, Executive Director of Operations, Ms. Alefia Paris-Toulon, Director of Special Education, Mr. Curtis Shahn, Director of Technology, Ms Betsi Morton, Contract & Rick Manager, Dr. Shonna Norton, Director of Social & Emotional Services, Mr. Chris Fain, Director of Maintenance, Mr. Ward Roberts, Director of Innovation and Advance Academics, Ms Kelly Strenski, Director of Fine arts and Ms. Marchuetta Matthews, Administrative Assistant to the Associate Superintendent.

Also present: Mr. David Potter, Architect with DP4 Consult and Huckabee, Inc, Mr. Scott Kingston, TREMCO Rep, News Channel 3 reporter and Ms. Toni Alonzo, Director of Community In Schools

***INVOCATION:***

Ms. Sandy Camp 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. Ms Katherine McGregor asked the following questions on behalf of community members that reached out to her:

Will Legacy be ready for school opening in August 2024? Yes, everything is on schedule

Will there be a cafeteria at each of the new schools or just a Bistro? Cafeteria and Bistro at each campus

Will the roads be ready at Legacy High School? There will be multiple entrances to the campus. Midwestern Parkway East will be eventually completed through to Windthorst Road.

***FINANCIAL SERVICES:***

**FINANCIAL REPORTS AS OF DECEMBER 31, 2023**

Mr. Mark Lukert, seconded by Ms. Diann Scroggins, 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.

## **BUDGET AMENDMENTS FOR JANUARY 2024**

Ms. Susan Grisel, seconded by Ms. Sandy Camp, 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 6-0

## **AWARD OF ARCHITECT/CONSTRUCTION VENDOR FOR HIRSCHI REFRESH**

Ms. Susan Grisel, seconded by Ms. Sandy Camp, motioned that the Wichita Falls Independent School District Board of Trustees accepts the recommendation to begin negotiation of final scope of architecture and construct services to the highest-ranking vendor as outlined below, beginning as early as possible until project(s) are completed, ending no later than December 31, 2024 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

The solicitation was advertised twice in the Times Record News and provided on the WFISD's bid solicitation platform. A total of (62) vendors were invited by commodity category. A pre-proposal conference was held January 12, 2024, in which (4) vendors were represented. Three (3) vendors submitted proposal qualifications, which were evaluated by Dr. Peter Griffiths, Associate Superintendent, Chris Fain, Director of Maintenance and Ashley Thomas, Communications Officer. Lauren Zotz, Director of Purchasing, facilitated the solicitation.

- Vendor Location Final Scoring (of 80)
- Gary Baker Construction Wichita Falls, Texas 69.00 (86.25%)
- Target Solutions Woodway, Texas 68.67 (85.84%)
- Marris Patriot Construction Wichita Falls, Texas 64.67 (80.84%)

Upon Board approval of the recommended vendor ranking, negotiations will proceed with the highest ranked/qualified vendor to determine the most favorable pricing arrangement in securing services at a fair and reasonable price. It's important to emphasize that this negotiation process will be conducted transparently and in accordance with applicable regulations, to achieve the best possible value for the district.

Carried unanimously by a vote of 6-0

## **PURCHASE OF CROCKET ROOF RESTORATION**

Ms. Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees award the Crockett Elementary School roof restoration project to TREMCO CPG (dba, Weatherproofing Technologies, Inc-"WTI") in the amount of \$179,537.16 as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

Crockett Elementary School roofs numbered 1-7 (a total of 17,250 square feet) plus adjacent parapet walls (estimated 750 sf) need repair or replacement (roof descriptions reflected on Page 7-36 of the attached Analysis). After careful consideration of options to solve the damaged and 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 will first make necessary repairs as needed, then prepare and wash the surface of the roof, and through a two-step application of Geogard®, will coat the entire surface of the roof indicated. 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 17,250 sq. ft. is \$310,500.00, (approximately \$18/sf) and would also incur additional expenses related to removing and replacing electrical units and conduit lines, gas line reset, 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. This purchase utilizing TexBuy will result in a rebate of approximately \$550.00

This item will be placed on the agenda for the regular meeting on February 19, 2024

## **PURCHASE OF SCOREBOARDS FOR MEMORIAL STADIUM**

Mr. Mark Lukert, seconded by Ms. Sandy Camp, motioned that the Wichita Falls Independent School District Board of Trustees purchase scoreboard package from OES Scoreboards for a total of \$446,740.00 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. Athletic Director

Grant Freeman and Executive Director of Operations Scot Hafley reviewed the proposals and recommend accepting the proposal submitted by OES Scoreboards. The OES proposal includes turnkey installation of:

- Custom Truss
- (1) 35ft x 25ft LED Display with software system
- 10mm Display for illuminated daytime viewing
- (1) 18ft scoreboard (score, clock, downs, etc) on north end of field
- (2) 28-inch play clocks,
- (3) 4” locker room clocks (home, visitors, refs)
- (1) Custom Ad Panel
- (1) Control Room Rack
- All associated controllers, remotes, converters as shown on attached
- Installation and related electrical and structural work

OES Scoreboards serves as a scoreboard and solution company based in London, Ontario (Canada), and regionally supported out of its Fort Worth office. The project to replace the scoreboard at Memorial Stadium will be scheduled for as soon as possible pending Board approval. The project will take approximately eight weeks to complete.

The procurement of OES Scoreboards is on TIPS 22090102 Scoreboards and Services (JOC). This RFP was advertised twice in the Pittsburg Gazette (Pittsburg, Texas). OES Scoreboards proposal and pricing is verified TIPS compliant pricing.

Carried unanimously by a vote of 6-0

### **PURCHASE OF BOX TRUCK FOR FOOD SERVICE**

Ms. Leah Horton requested that the Wichita Falls Independent School District Board of Trustees approve the purchase of one (1) Box Truck, totaling \$153,656.67, for WFISD Food Service, procured on RFP 2324-20-S-24 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

RFP 2324-20-S-24 for (1) Box Truck and (2) Cargo Vans for Food Service was advertised twice in the Times Record News and web-published for fourteen (14) days as required by Texas Department of Agriculture (TDA), as well as issued on WFISD’s electronic bid solicitation platform for forty-five (45) days (TDA required). Thirty-one vendors received notification of the solicitation and (2) responded with proposals for the Box Truck and (1) responded with a proposal for the cargo vans.

Industrial Power’s proposal for the Box Truck fully meets the vehicle specifications and offers the lowest price. Industrial Power also submitted a response for the Cargo Vans, but the solicitation is re-issued due to not meeting the minimum response requirement (2) as well as determination it is not feasible for WFISD to include electric vehicles at this time due to lack of electric vehicle maintenance and repair staff training at this time.

The responses received are as follows:

| <b>Vendor</b>           | <b>Vehicle</b>       | <b>Year/Fuel</b> | <b>Vehicle Model (and Reefer)</b>            | <b>Lead-Time AR</b> | <b>Price</b>        |
|-------------------------|----------------------|------------------|--|---------------------|---------------------|
| <b>Industrial Power</b> | <b>20’ Box Truck</b> | <b>2024/Gas</b>  | <b>Isuzu NRR (Carrier S7 Reefer, Diesel)</b> | <b>90-120 days</b>  | <b>\$153,656.67</b> |
| Bruckner’s              | 20’ Box Truck        | 2024 Diesel      | Mack MD6 (Morgan Reefer, Diesel)             | Not provided        | \$157,937.00        |
| *Industrial Pow         | Cargo Van (no award) | 2024 Electric    | Green Power Motor, 170” WB                   | 120 days            | \$127,421.43        |

\*Not awarded

Current Food Service Delivery Vehicles will be reviewed for either continued use in Food Service, transition to use by Maintenance, or deemed as surplus, depending on vehicle condition and district need.

| <b>Model</b> | <b>Make</b>              | <b>Type</b> | <b>Purchased</b> | <b>Date Acquired</b> | <b>Purchase Price</b> | <b>Current Mileage</b> |
|--------------|--------------------------|-------------|------------------|----------------------|-----------------------|------------------------|
| 2012         | Isuzu NPR                | Box Truck   | New              | 1/19/2012            | \$46,297.04           | 66,712                 |
| 2008         | Ford F350                | Box Truck   | New              | 2/26/2007            | \$23,615.00           | 91,713                 |
| 2008         | Ford E250                | Cargo Van   | New              | 2/4/2008             | \$20,270.00           | 93,524                 |
| 2002         | Chevy 2500 Cargo Express | Cargo Van   | New              | 3/11/2002            | \$18,400.00           | 117,856                |
| 2002         | Isuzu NPR                | Box Truck   | New              | 7/9/2002             | \$31,717.00           | 70,466                 |
| 2000         | Dodge Ram Wagon          | Cargo Van   | New              | 6/20/2000            | \$18,360.00           | 161,829                |

This item will be placed on the consent agenda for the regular meeting on February 19, 2024

### **PURCHASE OF BAND UNIFORMS (MEMORIAL AND LEGACY HIGH SCHOOLS)**

Mr. Jim Johnson, seconded by Ms. Susan Grisel, motioned award the purchase of Legacy and Memorial High Schools' band uniforms to Fred J. Miller Inc in the amount of \$241,650.00, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

With the opening of Legacy and Memorial High Schools, new band uniforms have been designed to coordinate with the school names and colors. A total of (300) complete uniforms are needed for each school to provide the needed variety of uniform sizes. Each Fred J. Miller (FJM) Cesario™ uniform request to purchase includes: jacket, bib pants, gauntlet (sleeve accent), plume (hat feather), shako (cylindrical hat) with wrap (emblem), garment bag, hanger, and box.

FJM offers custom designs and patterns for band uniforms. The sleeves include "adjust-a-cuff" snaps to avoid improper sleeve length. Bib shoulder straps allow for adjusting proper length on pant legs. FJM Cesario™ uniforms are supported by a Limited Lifetime Warranty that covers defects in materials or workmanship under normal use, for which FJM will repair or replace, at no charge, uniforms that prove defective because of improper materials or workmanship (additional information attached hereto). Furthermore, additional/identical uniforms (or components) may be purchased in the future to replace items or to expand the uniform fleet. All features, functions and design aspects were evaluated by a committee consisting of Director of Fine Arts-Kelly Strenski, and band directors from all three current high schools (Justin Lewis, Shirley Johnston, Michael Walta, Loy Studer, Ben Cooper and Thomas Borgman). The committee also reviewed options available with three other band uniform vendors (McCormick's, Stanbury, and Fruhauf).

Carried unanimously by a vote of 6-0

### **APPROVAL OF CATALOG BIDS**

Ms. Susan Grisel, seconded by Ms. Sandy Camp, motioned that the Wichita Falls Independent School District Board of Trustees award the RFPs 2324-23-C-25 (Local Retail Goods and Supplies (supplemental) and 2324-22-C-25 Local Automobile Maintenance and Repair Services, to the vendors listed on the RFP attachments as outlined, effective February 20, 2024, through August 31, 2025, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

This item will be placed on the consent agenda for the regular meeting on February 19, 2024

### ***SCHOOL ADMINISTRATION:***

#### **ADVANCED ACADEMICS UPDATE**

Mr. Ward Roberts, Director of Innovation and Advance Academics, presented updated information regarding the current programs offered to WFISD students and teachers in the realm of Advanced Academics. College Prep student programs are College Credit via Dual Credit classes available through partnerships with Midwestern State University and Vernon College. Honors/Advanced Placement (AP) and International Baccalaureate (IB) are examples of other college prep student programs and are available to Middle School and High School Students. GT (Gifted & Talented)/TAG (GT grades 3-5) are the advanced programs for Elementary students. Students are transported to Carrigan for a half day once a week to participate in project-based activities. For students to qualify for GT/TAG, parents must nominate them. Testing occurs February-March each year and consists of verbal, quantitative, nonverbal and composite questions and those that are chosen score at or above 85% in at least 3 of the areas. The parents are notified in May.

A new addition to the department is the STEAM Bus. It is a grant funded, by the West Foundation, mobile classroom/lab that visits campuses and offers students opportunities for learning without the campus/teachers having to go to the expense of purchasing the equipment for their classroom. The STEAM Bus is also available to outside organizations for a nominal fee. There are plans to add another smaller bus to emphasize the A for Art in STEAM. A Program for district teachers is Teacher Incentive Allotment (TIA). TIA elevates the education profession by providing districts with systems and funding to recruit promising new teachers, retain their best teachers, and incentivize teachers to work in high-needs schools and difficult to staff positions. Based in the Texas Education Code (TEC), §21.3521 (Local Optional Teacher Designation System) and §48.112 (Teacher Incentive Allotment), TIA is built to provide lasting funds for outstanding Texas teachers to remain in the classroom and improve student outcomes. Currently WFISD has 33 Recognized, 70 Exemplary and 42 Master teachers that receive additional income based on their T-TESS Evaluation and student growth numbers. The classification is good for 5 years. A teacher is able to "move up" and earn more. After the 5 years the teacher can re-qualify.

## COMMUNITY IN SCHOOLS CONTRACT

Dr. Shonna Norton, Director of Social/Emotional Services, requested that the Wichita Falls Independent School District Board of Trustees review and approve the proposed contract with Communities in Schools (CIS) in the amount of \$123,200 to serve the five WFISD secondary campuses as submitted by Dr. Shonna Norton, Director of Social and Emotional Services and as recommended by Dr. Donny Lee, Superintendent of Schools.

This item will be placed on the consent agenda for the regular meeting on February 19, 2024

### ***DISTRICT SERVICES:***

#### **RESOLUTION ABOUT CAMPUS CHAPLAINS**

Mr. Jim Johnson, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees adopt a resolution opting not to employ a chaplain or accept a chaplain as a volunteer on a regular basis, but affirm the practice of the district permitting a chaplain to provide support to students and staff when appropriate, as submitted by Dr. Peter Griffiths, Associate Superintendent and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 6–0

#### **BOLIN MILLS/VERIZON LAND LEASE**

Mt. Curtis Shahan, director of Technology presented information regarding a land lease agreement between Bolin Mills/Verizon and WFISD. Bolin Mills/Verizon would like to erect a telecommunications tower on the Wichita Falls High school property. That area of town needs a cell tower and the area at the back of the school near the athletic fields is the only place that is suitable. Mr. Shahan showed photos of what the tower would look like, similar to a flag pole with an American Flag. He also stated if approved the lease would be for 5 years and can be extended up to four times for a total of 25 years. Rental payments would begin on the commencement date and be in equal monthly installments on the first day of the month, in advance for at a total annual rental of \$14,400.00.

### ***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 Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool.

Carried unanimously by a vote of 6–0

### ***BOARD MATTERS:***

#### **BOARD MINUTES:**

Minutes of a work session, January 9, 2024, a regular meeting, January 16, 2024, and a work session, January 22, 2024.

These items will be placed on the consent agenda for the regular meeting on February 19, 2024

#### **UPCOMING EVENTS**

Ms. Ashley Thomas, Communications Officer, went over events coming up in the district:

February 15: Mandatory Parent Meeting for Legacy & Memorial Drill Team prospective members CEC 6:30pm

February 15: Facebook Live with Dr Lee

February 16: Athletic Department Fre4All podcast

February 16: District Cowboy/Western Dress Up Day

February 19: President's Day; Student holiday, Professional Development Day for staff

February 19: CEC Open House, 5:30pm-7:00pm  
February 20: Mike Morath Commissioner of Education to visit Southern Hills Elementary  
February 21: Legacy Coaches Meet & Greet at CEC 7:00pm  
February 22: Memorial & Legacy choir Parent Meeting at the CEC 6:30pm-8:00pm  
February 26: Legacy & Memorial Drill Team Try-Outs, Ed Center 4-5:30pm  
February 26: Memorial School Spirit Committee Meeting, 4:00pm  
Feb 26-March 6: Memorial & Legacy Cheer Camps  
February 28: Legacy School Spirit Committee Meeting, 4:00pm  
March 5: Memorial Band Parent Meeting Hirschi Band Hall 6:00pm  
March 8: Memorial & Legacy Cheerleader Try-Outs, WFHS Gym 4:00pm  
February CEC Bistro Menu:  
February 14-Birria Quesadillas  
February 21-Beef Lasagna  
February 28: Monte Cristo Sliders  
This month Three with Lee to spotlight McNiel Middle School, Rider High School and Wichita Falls High School

**RECESS:**

Ms. Katherine McGregor, board president, recessed the work session to go into closed session at 2:04 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:**

With no other action to take, Ms. Katherine McGregor, board president, adjourned the meeting at 3:08pm from Closed Session.

---

President, Board of Trustees

---

Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES  
WFISD ADMINISTRATION BUILDING – BOARD ROOM  
PUBLIC HEARING FEBRUARY 19, 2024**

***CALL TO ORDER AND OPENING STATEMENT:***

The Board of Trustees of the Wichita Falls Independent School District met in a Public Hearing on the above date. The meeting was called to order at 5:30 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, Ms Debbie Dipprey, Executive Director of School Administration, Ms. Dayna Hardaway, Director of Human Resources, Ms. Leah Horton, Chief Financial Officer, Ms. Vanessa Dishman, Administrative Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant, HR, Ms. Ashley Thomas, Communications Officer, Ms. Cyndy Kohl, Director of Student Assessment and Ms. Marchuetta Matthews, Administrative Assistant to the Associate Superintendent  
Also present: a reporter for KFDX.

***TEXAS ACADEMIC PERFORMANCE REPORT (TAPR):***

**REPORT:**

Ms. Cyndy Kohl, Director of Student Assessment, presented the results from the Texas Academic Performance Report (TAPR) and gave the location online to find all the data pertaining to the results found for Wichita Falls ISD. The public hearing fulfills the requirements of the Texas Education Code Chapter 39. Texas Education Code Chapter 39 also requires each district's board of trustees to publish an annual report that includes the Texas Academic Performance Report (TAPR), campus performance objectives, a report of violent or criminal incidents, and information received under Texas Education Code 51.403 (e) from the Texas Higher Education Coordinating Board (THECB). For this report no letter grades are given due to the issuance of A-F ratings under 2023 rule is pending and subject to change. Typically, school progress is reported for the past 2 years. However, due to change in methodology for calculating Academic Growth, this year's report only reflects information for spring WFISD 2022-2023 district accreditation status is "Accredited" and the Special Education determination status is Needs Assistance. 2023. Mrs. Kohl stated the report will be available at all campuses, the Education Center and the public library in the next two weeks or so.

**PUBLIC COMMENT ON TAPR:**

No Public Comment

**ADJOURNED:**

Ms Katherine McGregor, board president, adjourned the Public Hearing at 5:47 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 FEBRUARY 19, 2024**

***CALL TO ORDER AND OPENING STATEMENT:***

The Board of Trustees of the Wichita Falls Independent School District met in a regular 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 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. Leah Horton, Chief Financial Officer, Mr. Scot Hafley, Executive Director of Operations, Ms. Dayna Hardaway, Director of Human Resources, Ms. Vanessa Dishman, Administrative Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant- HR, Mr. Grant Freeman, Director of Athletics, Ms. Kelly Strenski, Director of Fine Arts, Dr. Shonna Norton, Director of Social and Emotional Services, Mr. Loy Studer, Rider high School Band and Orchestra Director, Mr. Justin Lewis, WFHS Band Director, Mr. Andrew Checki, WFHS Orchestra Director and Mr. Larry Menefee, Director of Student Services.

Also present: Student parents, a KFDX reporter, Ms. Trish Choat, TRN reporter and KAUZ reporter.

***PRESENTATION OF COLORS:***

Hirschi JROTC presented the colors.

***INVOCATION:***

Mr. Mark Lukert gave the invocation.

***PRESENTATIONS:***

**TMEA ALL-ATATE STUDENTS**

Ms. Kelly Strenski, Director of Fine Arts requested that the Wichita Falls Independent School District Board of Trustees recognizes Texas Music Educators Association All-State Students as submitted and recommended by Dr. Donny Lee, Superintendent. TMEA sponsors the Texas All-State audition process to promote students' dedication to their musical knowledge and skill and to encourage educators to support their students in this development. Beginning each fall, over 70,000 high school students across the state audition in their TMEA Region. Individuals perform selected music for a panel of judges who rank each instrument or voice part. A select group of musicians advances to compete against musicians from other Regions in their TMEA Area. The highest-ranking musicians judged at the TMEA Area competitions qualify to perform in one of 18 Texas All-State ensembles sponsored by the Band, Orchestra, and Vocal Divisions.

**TMEA All-State Honors:**

Wichita Falls High School - Band  
Senon Cabrera (2nd Year)  
Teachers: Justin Lewis and Andrew Checki

Rider High School - Orchestra  
Jun Park (3rd Year)  
Trent Roth  
Teacher: Loy Studer

Rider High School - Band  
KT Bruce  
Keira Dassinger  
Dayton Shoemaker  
Teachers: Loy Studer, Michael Walta and Thomas Borgman

**PUBLIC COMMENT:**

None

**REPORTS OR SPECIAL DISCUSSIONS:**

**SUPERINTENDENT'S REPORT:**

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

- Current Enrollment 12,746, ADA 93.09%
- Finance:
  - Working on a 24/25 Balanced Budget
  - Unlike many other Texas Public School Districts, WFISD is not in a dire situation fiscally because WFISD did not pass a deficit 23/24 budget.
  - TASB Salary study completed
    - Next step is to decide what to do with the information
      - 6-10 years teacher experience are lowered to compared to other districts
      - 20% under the market for our paraprofessionals and support staff
      - How does the district find the funds?
        - Voter approved tax ratification election
        - Can it be done?
    - Currently meeting with financial advisors
    - To review at the next Board Meeting
    - Ms McGregor stated the board would be behind whatever can be figured out to increase the pay for staff
  - Thank you to the new athletic score board sponsors
  - Maintenance Tax Note that was passed in 2016 to roll off in 2025. It was 9 million dollars, primarily for athletic repairs; tennis courts, Hoskins and Optimist Fields, parking lot at Memorial Athletic Complex, electrical work, insurance and roof repairs. What to do next.
- Mike Morath, Education Commissioner to visit Southern Hills Elementary tomorrow to witness Amplify Curriculum first hand. Short visit only an hour at the school before going to Region 9 for meetings.
- Facilities
  - Hirschi Middle School is already getting the updates needed for the Kirby staff and students to move August 2024.
  - Memorial and Legacy are on schedule to open August 2024:
    - Furniture and Equipment scheduled to be delivered at Memorial on April 1<sup>st</sup>. Semis will be delivering items for a straight 30 days.
    - WFHS: Engineers will be onsite to review the building over Spring Break and will report to the Board at the April Work Session
- Safety
  - Bad Weather Protocols
    - Scot Hafley, Executive Director of Operations, communicates with the Durham Transportation team beginning at 3:00am if weather is suspected to be hazardous. Durham staff drive the roads in the Wichita Falls ISD area, specifically overpasses. They report to Mr. Hafley and he reports to Dr. Lee.
    - The last weather incident did not cause dangerous driving conditions until between 4:00 am and 7:00am so to better prepare the public and staff, the time will be moved to 3:30-3:45am.
    - The later road test time will still give the team and Dr Lee enough time to communicate with all the media outlets to get the word out by 5:00am if school is to be delayed or canceled.
- Staff
  - Principal/Assistant Principal Training
    - N2 Learning- Assistant Principals on Wednesday
    - John Wink to train Principals in the morning and then Assistant Principals in the afternoon on Thursday

**CONSENT AGENDA:**

PURCHASE OF BOX TRUCK FOR FOOD SERVICES  
APPROVAL OF CATALOG BIDS  
COMMUNITY IN SCHOOLS CONTRACT  
MINUTES FROM JANUARY MEETINGS

Mr. Mark Lukert, seconded by Ms. Sandy Camp, motioned that the Wichita Falls Independent School District Board of Trustees approve items placed on the Consent Agenda at the February 13, 2024 meeting.

Carried unanimously by a vote of 7 – 0

**FINANCIAL SERVICES:**

**PURCHASE OF CROCKETT ROOF RESTORATION**

Ms. Leah Horton, Chief Financial Officer, asked That the Wichita Falls Independent School District Board of Trustees award the Crockett Elementary School roof restoration project to TREMCO CPG (dba, Weatherproofing Technologies, Inc-“WTI”) in the amount of \$179,537.16 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Crockett Elementary School roofs numbered 1-7 (a total of 17,250 square feet) plus adjacent parapet walls (estimated 750 sf) are in need of repair or replacement (roof descriptions reflected on Page 7-36 of the attached Analysis). After careful consideration of options to solve the damaged and 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 will first make necessary repairs as needed, then prepare and wash the surface of the roof, and through a two-step application of Geogard®, will coat the entire surface of the roof indicated. 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 17,250 sq. ft. is \$310,500.00, (approximately \$18/sf) and would also incur additional expenses related to removing and replacing electrical units and conduit lines, gas line reset, 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. This purchase utilizing TexBuy will result in a rebate of approximately \$550.00

Mr. Jim Johnson, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees award the Hirschi High School roof restoration project to TREMCO CPG (dba, Weatherproofing Technologies, Inc-“WTI”) in the amount of \$899,910.63 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

**SCHOOL ADMINISTRATION:**

**FINE ARTS UPDATE**

Ms. Kelly Strenski, Director of Fine Arts presented information about the WFISD Fine Arts Programs. The curricular areas the Fine Arts Departments cover are: Music, Visual Art, Dance and Theatre. Elementary campuses each have Art and Music instruction. Secondary campuses have the following curriculum offered: Band, Orchestra, Piano, Choir, Theatre, and Art. There are many community organizations that partner with WFISD and help further the advancement of the arts in the district. Those are: Wichita Falls Art Alliance, Wichita Falls Symphony, Wichita Falls Youth Symphony, Wichita Falls Area Arts Council, Backdoor Theatre, The Priddy Foundation, Wichita Falls Museum and Art Center and the Fain College of Fine Arts at Midwestern State University. Without the support of the are non-profits the students of WFISD would not be able to participate in many events and classes. Ms. Strenski asked that the board come to the following events to see the great things that the WFISD Fine Arts students are doing:

March 2: HS One Act Play Festival

March 18-21: HS District Art Show

April 2: Elementary Art Show

April 3: UiL HS Band Concert and Sight-reading

April 4: UiL MS/HS Choir Concert and Sight-reading

April 4: UiL MS Band, MS/HS Orchestra Concert and Sight-reading April 26: MS One Act Play Festival

April 27: Middle School Art Show

**MEMBERSHIP FOR THE WFISD SCHOOL HEALTH ADVISORY COUNCIL (SHAC)**

Ms. Diann Scroggins, seconded by Mr. Mark Lukert, moved that the Wichita Falls Independent School District Board of Trustees appoint the proposed members to serve on the 2023-2024 WFISD School Health Advisory Council as submitted by Dr. Shonna Norton, Director of Social and Emotional Services and as recommended by Dr. Donny Lee, Superintendent of Schools.

23-24 SHAC Membership

| <b>Name</b>            | <b>Primary Role</b>              | <b>Year of Service</b> |
|------------------------|----------------------------------|------------------------|
| Laura Akin             | WFISD Parent                     | 2nd                    |
| William Carter         | City of WF Health Department     | 3rd                    |
| Amber Gilmore          | Community Member                 | 2nd                    |
| Vanessa Halter         | WFISD Parent                     | 1st                    |
| Kimberly Hansen Former | WFISD Parent/Retired Health Dept | 1st                    |
| Kami Kell              | WFISD Parent                     | 1st                    |
| Samantha Marston       | WFISD Parent                     | 1st                    |
| Meagan Meachum         | WFISD Physical Therapy           | 3rd                    |
| Shonna Norton          | WFISD Director                   | xx                     |
| Tom Parker             | WFISD Adaptive PE Specialist     | 1st                    |
| David Raines           | Wichita Falls Police Department  | 2nd                    |
| Heather Simpson        | WFISD Parent                     | 2nd                    |

Carried unanimously by a vote of 7 – 0

**HUMAN RESOURCES:**

**TEACHER APPLICANT POOL**

Mr. Mark Lukert, seconded by Ms. Susan Grisel, 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:**

**RECESS:**

Ms. Katherine McGregor, board president, recessed to go into closed session at 6:57pm.

**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)
2. Deliberations Regarding Superintendent's Recommendation Concerning the Renewal of One-Year Contract of Employment as Noted on the List Provided by Administration for Certified Administrators (Pursuant to Texas Government Code 551.074)

**OPEN SESSION:**

Ms. Katherine McGregor, board president, called the closed session to go back into open session at 7:45pm.

**RENEWAL OF ONE YEAR TERM CERTIFIED ADMINISTRATOR CONTRACTS**

Mr. Jim Johnson, seconded by Mr. Dale Harvey, motioned that the Wichita Falls Independent School District Board of Trustees renew one-year term or probationary contracts for employment for the 2024-2025 school year for Certified Administrators as noted on the list provided by administration.

Carried unanimously by a vote of 7-0

Mr. Jim Johnson, seconded by Mr. Dale Harvey, motioned the board meeting to adjourn and Ms. Katherine McGregor, board president, adjourned the meeting at 7:46pm

# Action Item

**Recommendation:**

RECOMMENDED ONE-YEAR TERM CONTRACTS FOR NON-CERTIFIED PROFESSIONALS FOR 2024-2025.

**Explanation:**

As follows, you will find personnel who are serving the district in non-certified professional positions and are recommended for a Contract for the 2024-2025 school year.

These contracts are not governed by the renewal and nonrenewal provisions of Texas Education Code Chapter 21.

Recommended by:

Donny Lee, Ed.D.  
Superintendent of Schools

Submitted by:

Dayna Hardaway, M.Ed.  
Director of Human Resources