



# Agenda of Special Session May 14, 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 May 14, 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.

<b>I. CALL TO ORDER AND OPENING STATEMENT</b>	
<b>II. INVOCATION</b>	
<b>III. PUBLIC COMMENT</b>	
Public comments at Special Sessions are limited to items listed on the agenda.	
<b>IV. REPORTS OR SPECIAL DISCUSSION ITEMS</b>	
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A. UIL Homeschool Participation	109
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<b>IX. BOARD MATTERS</b>	
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C. Closed Session:	
1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees ( <i>Pursuant to Texas Government Code 551.074</i> )	
2. Discussion of Purchase, Exchange, Lease or Value of Real Property ( <i>Pursuant to Texas Government Code 551.072</i> )	
<b>X. ADJOURNMENT</b>	

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*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, May 10, 2024 at 2:00 pm.

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For the Board of Trustees

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 2024**

**Agenda Item:** WFISD Police Department Update

**Administrator Responsible:** Anthony Smith, Chief of Police

**Attachments:**

Action Needed       Future Action       Presentation       Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees receive information regarding WFISD Police Department as presented by Anthony Smith, Chief of Police and as recommended by Dr. Donny Lee, WFISD Superintendent of Schools.

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 2024**

<b>Agenda Item:</b>	Financial Reports as of March 31, 2024
<b>Administrator Responsible:</b>	Leah Horton, Chief Financial Officer
<b>Attachments:</b>	Financials
<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 March 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 9 months of operations, 75.00% of the fiscal year. As of March 31st, of last year, the district had collected 70.71% of projected revenues, as compared to 76.85% for 2023-2024. Expenditures for 2023-2024 were 63.02% of budget, as compared to 47.74% for 2022-2023.

**For the General Fund** revenues were 74.32% last year as compared to 80.44% this year. Expenditures were 60.77% last year as compared to 69.53% this year.

**For the Food Service Fund** revenues were 96.12% last year as compared to 86.21% this year. Expenditures were 74.40% last year as compared to 58.06% this year.

**For the Debt Service Fund** revenues were 110.34% last year as compared to 95.19% 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  
MARCH 31, 2024

	<b>2022-2023</b>			<b>2023-2024</b>		
	<b>CURRENT BUDGET</b>	<b>ACTUAL YEAR TO DATE</b>	<b>% OF CURRENT BUDGET</b>	<b>CURRENT BUDGET</b>	<b>ACTUAL YEAR TO DATE</b>	<b>% OF CURRENT BUDGET</b>
<b>REVENUE:</b>						
GNL. OPERATING	\$120,686,818	\$89,670,192	74.30%	\$128,519,982	\$103,307,806	80.38%
ATHLETICS	\$365,000	\$299,856	82.15%	\$315,000	\$330,323	104.86%
<b>General Fund</b>	<b>\$121,051,818</b>	<b>\$89,970,048</b>	<b>74.32%</b>	<b>\$128,834,982</b>	<b>\$103,638,130</b>	<b>80.44%</b>
SP. EDUCATION	\$4,568,836	\$2,081,135	45.55%	\$3,421,963	\$2,431,271	71.05%
VOCATIONAL	\$234,453	\$84,493	36.04%	\$229,677	\$95,648	41.64%
CONS. APPLIC.	\$10,070,302	\$2,148,546	21.34%	\$11,734,678	\$2,401,864	20.47%
OTHER SP. REV.	\$40,180,375	\$13,671,520	34.03%	\$19,644,261	\$4,284,524	21.81%
<b>Special Revenues</b>	<b>\$55,053,966</b>	<b>\$17,985,694</b>	<b>32.67%</b>	<b>\$35,030,579</b>	<b>\$9,213,307</b>	<b>26.30%</b>
FOOD SERVICE	\$7,503,819	\$7,213,022	96.12%	\$7,992,013	\$6,889,633	86.21%
INT & SINKING	\$21,756,639	\$24,005,788	110.34%	\$23,614,035	\$22,478,857	95.19%
CONSTRUCTION FUND	\$175,000	\$6,158,521	3519.15%	\$1,957,500	\$9,476,573	484.12%
INTERNAL SERVICE	\$0	\$14,173	0.00%	\$0	\$23,799	0.00%
<b>TOTAL REVENUE</b>	<b>\$205,541,242</b>	<b>\$145,347,246</b>	<b>70.71%</b>	<b>\$197,429,109</b>	<b>\$151,720,299</b>	<b>76.85%</b>
<b>EXPENDITURES:</b>						
GNL. OPERATING	\$119,788,339	\$72,687,798	60.68%	\$127,572,982	\$88,653,813	69.49%
ATHLETICS	\$1,262,000	\$875,402	69.37%	\$1,262,000	\$923,641	73.19%
<b>General Fund</b>	<b>\$121,050,339</b>	<b>\$73,563,200</b>	<b>60.77%</b>	<b>\$128,834,982</b>	<b>\$89,577,455</b>	<b>69.53%</b>
SP. EDUCATION	\$4,568,836	\$2,676,236	58.58%	\$3,708,584	\$2,999,953	80.89%
VOCATIONAL	\$234,453	\$132,877	56.68%	\$229,677	\$117,197	51.03%
CONS. APPLIC.	\$10,070,302	\$3,121,684	31.00%	\$11,734,678	\$3,009,673	25.65%
OTHER SP. REV.	\$41,069,216	\$20,746,509	50.52%	\$20,529,550	\$8,051,318	39.22%
<b>Special Revenues</b>	<b>\$55,942,807</b>	<b>\$26,677,305</b>	<b>47.69%</b>	<b>\$36,202,489</b>	<b>\$14,178,141</b>	<b>39.16%</b>
FOOD SERVICE	\$7,276,219	\$5,413,549	74.40%	\$10,132,093	\$5,883,055	58.06%
INT & SINKING	\$21,995,847	\$21,994,095	99.99%	\$22,019,484	\$22,017,808	99.99%
CONSTRUCTION FUND	\$267,696,279	\$98,527,097	36.81%	\$128,397,552	\$73,455,620	57.21%
INTERNAL SERVICE	\$435,080	\$300,805	69.14%	\$441,126	\$364,437	82.62%
<b>TOTAL EXPEND.</b>	<b>\$474,396,571</b>	<b>\$226,476,052</b>	<b>47.74%</b>	<b>\$326,027,726</b>	<b>\$205,476,515</b>	<b>63.02%</b>

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT  
 FINANCIAL SUMMARY  
 MARCH 31, 2024

FUND	INVESTMENTS	CHECKING ACCOUNT	3/31/2023 TOTAL CASH	INVESTMENTS	CHECKING ACCOUNT	3/31/2024 TOTAL CASH
GNL. OPERATING	58,101,181	7,789,072	65,890,253	69,546,558	3,464,109	73,010,666
ATHLETICS	-	23,327	23,327	-	7,993	7,993
SPECIAL REVENUES	-	(5,811,979)	(5,811,979)	-	(4,092,108)	(4,092,108)
FOOD SERVICE	6,896,351	110,500	7,006,851	8,254,112	63,748	8,317,860
INT & SINKING	6,863,005	618	6,863,623	7,951,697	618	7,952,315
CONSTRUCTION FUND	155,932,401	1,083,165	157,015,566	75,689,435	3,479	75,692,914
INTERNAL SERVICE	576,656	(1,977,602)	(1,400,946)	607,604	(2,430,468)	(1,822,863)
PAYROLL	-	86,887	86,887	-	74,117	74,117
<b>TOTAL</b>	<b>\$ 228,369,593</b>	<b>\$ 1,303,988</b>	<b>\$ 229,673,581</b>	<b>162,049,406</b>	<b>\$ (2,908,513)</b>	<b>\$ 159,140,893</b>

**GENERAL FUND**

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

9 month has passed =75.00%		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	\$ 48,640,043	100.08%	\$ 43,498,391	\$ 38,887,890	89.40%	1,066,592
5800	State Revenues	68,837,597	39,123,646	56.83%	82,768,815	62,836,291	75.92%	9,593,335
5900	Federal Revenues	3,240,670	1,851,819	57.14%	2,215,000	1,533,687	69.24%	198,672
	<b>Total Revenues</b>	<b>\$ 120,679,042</b>	<b>\$ 89,615,508</b>	<b>74.26%</b>	<b>\$ 128,482,206</b>	<b>\$ 103,257,868</b>	<b>80.37%</b>	<b>\$ 10,858,599</b>
<b>Expenses by Function</b>								
11	Instruction	\$ 72,079,675	\$ 42,809,398	59.39%	\$ 72,321,025	\$ 51,376,724	71.04%	5,990,401
12	Instr. Resources/Media	1,500,087	702,573	46.84%	1,528,295	1,065,722	69.73%	107,509
13	Curriculum Dev. & Staff Dev	862,864	378,342	43.85%	691,847	456,751	66.02%	69,785
21	Instructional Leadership	2,031,429	1,314,307	64.70%	2,094,803	1,320,165	63.02%	148,933
23	School Leadership	7,633,889	4,916,553	64.40%	7,288,934	5,527,358	75.83%	583,170
31	Guidance, Counseling & Evaluation Svcs	4,034,699	2,424,027	60.08%	4,126,192	2,933,447	71.09%	319,232
32	Social Work Services	439,079	264,070	60.14%	285,027	172,370	60.47%	16,994
33	Health Services	1,951,223	933,907	47.86%	1,948,447	1,356,967	69.64%	139,089
34	Student Transportation	4,071,800	2,376,959	58.38%	5,390,900	3,493,024	64.79%	978,518
35	Food Service	-	14,107	0.00%	21,618	29,674	137.27%	0
36	Co-Curricular/Extracurricular	4,183,947	2,446,075	58.46%	3,755,078	2,573,018	68.52%	257,194
41	General Administration	3,645,454	1,958,997	53.74%	4,667,466	3,602,908	77.19%	269,491
51	Plant Maint. & Operations	12,092,202	8,511,044	70.38%	17,281,979	9,523,409	55.11%	1,169,821
52	Security & Monitoring	893,932	558,433	62.47%	1,581,521	1,233,183	77.97%	100,714
53	Data Processing Services	3,397,787	1,935,226	56.96%	3,649,520	2,967,946	81.32%	189,254
61	Community Services	14,957	12,481	83.45%	20,578	19,160	93.11%	730
71	Debt Service	1,184,062	1,184,062	100.00%	1,103,600	1,103,600	100.00%	-
81	Facilities Acquisition & Construction	-	-	0.00%	-	-	0.00%	-
93	Payments to Fiscal Agent of SSA	104,107	104,107	100.00%	100,000	99,432	99.43%	99,432
95	Payments to JJAEP	40,000	11,137	27.84%	40,000	17,759	44.40%	3,526
99	Intergovernmental Charges	714,146	532,397	74.55%	763,152	529,838	69.43%	-
	<b>Total Expenditures</b>	<b>\$ 120,875,339</b>	<b>\$ 73,388,201</b>	<b>60.71%</b>	<b>\$ 128,659,982</b>	<b>\$ 89,402,455</b>	<b>69.49%</b>	<b>\$ 10,443,792</b>
<b>Other Sources and (Uses)</b>								
7900	Non-Operating Resources	372,776	354,540	95.11%	352,776	380,261	107.79%	13,200
8900	Other Uses-Non-operating	(175,000)	(175,000)	100.00%	(175,000)	(175,000)	100.00%	-
	<b>Total Other Sources and Uses</b>	<b>\$ 197,776</b>	<b>\$ 179,540</b>	<b>90.78%</b>	<b>\$ 177,776</b>	<b>\$ 205,261</b>	<b>115.46%</b>	<b>\$ 13,200</b>
	<b>Net Change in Fund Balance</b>	<b>\$ 1,479</b>	<b>\$ 16,406,847</b>	<b>1109275.30%</b>	<b>\$ -</b>	<b>\$ 14,060,674</b>	<b>0.00%</b>	<b>\$ 428,007</b>

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

		2022-2023			2023-2024			Current Month
		BUDGET	ACTUAL	%	BUDGET	ACTUAL	%	
<b>Local Revenues</b>								
5711	Current year tax levy	46,542,933	\$ 45,780,007	98.36%	37,000,000	\$ 35,111,905	94.90%	610,073
5712	Taxes-delinquent	772,340	620,368	80.32%	675,000	588,951	87.25%	40,138
5719	Tax penalties & interest	483,767	391,231	80.87%	495,000	369,509	74.65%	80,469
5735	Summer school tuition	-	-	0.00%	-	-	0.00%	-
5739	Tuition and Fess Local	90,000	17,802	19.78%	30,000	35,518	118.39%	7,052
5742	Interest income	85,000	1,088,732	1280.86%	1,475,219	1,895,425	128.48%	308,993
5743	Facilities rental	100,000	70,446	70.45%	100,000	67,451	67.45%	6,762
5744	Gifts and local grants	-	150,000	0.00%	-	-	0.00%	-
5745	Insurance Proceeds	-	-	0.00%	3,000,000	59,940	2.00%	-
5749	Miscellaneous revenue	144,000	199,140	138.29%	396,172	404,911	102.21%	4,536
5755	Enterprise Revenue	12,736	9,621	75.54%	7,000	12,537	179.10%	253
	<b>Local revenues to date before Athletics</b>	<b>48,230,776</b>	<b>48,327,347</b>	<b>100.20%</b>	<b>43,178,391</b>	<b>38,546,147</b>	<b>89.27%</b>	<b>\$ 1,058,276</b>
5752	Scoreboard Fund	20,000	22,460	112.30%	20,000	20,920	104.60%	-
5752	Athletics Fund ticket sales	350,000	290,236	82.92%	300,000	320,823	106.94%	8,316
	<b>Total local revenues to date</b>	<b>48,600,776</b>	<b>48,640,043</b>	<b>100.08%</b>	<b>43,498,391</b>	<b>38,887,890</b>	<b>89.40%</b>	<b>\$ 1,066,592</b>
<b>State Revenues</b>								
5811	Available School Fund	6,999,654	4,057,121	57.96%	4,930,000	3,506,711	71.13%	893,253
5812	Foundation entitlements	55,786,591	31,205,392	55.94%	72,891,885	54,847,792	75.25%	8,177,358
5819	Other FSP Programs	-	-	0.00%	-	-	0.00%	-
5829	Misc. state programs	-	99,971	0.00%	-	-	0.00%	-
5831	TRS On-behalf	6,051,352	3,761,162	62.15%	4,946,930	4,481,788	90.60%	522,724
	<b>Total state revenues to date</b>	<b>68,837,597</b>	<b>39,123,646</b>	<b>56.83%</b>	<b>82,768,815</b>	<b>62,836,291</b>	<b>75.92%</b>	<b>9,593,335</b>
<b>Federal Revenues</b>								
5919	Other Federal Revenues	125,000	28,623	22.90%	25,000	23,230	92.92%	-
5927	Indirect costs	-	-	0.00%	-	-	0.00%	-
5929	Miscellaneous Federal Revenue	270,000	72,224	26.75%	75,000	80,413	107.22%	4,852
5931	SHARS Revenue	2,527,670	1,495,911	59.18%	1,800,000	1,087,530	60.42%	173,986
5931	SHARS Revenue-Deferred	-	-	0.00%	-	-	0.00%	-
5941	Impact Aid	140,000	148,593	106.14%	150,000	199,198	132.80%	-
5946	ROTC salary reimbursement	178,000	106,468	59.81%	165,000	143,316	86.86%	19,834
	<b>Total federal revenues to date</b>	<b>3,240,670</b>	<b>1,851,819</b>	<b>57.14%</b>	<b>2,215,000</b>	<b>1,533,687</b>	<b>69.24%</b>	<b>198,672</b>
<b>Non-Operating Resources</b>								
7912	Sale of assets	30,000	11,764	39.21%	10,000	37,485	374.85%	13,200
7915	Transfers from Other Funds	342,776	342,776	100.00%	342,776	342,776	100.00%	-
	<b>Total non-operating resources</b>	<b>372,776</b>	<b>354,540</b>	<b>95.11%</b>	<b>352,776</b>	<b>380,261</b>	<b>107.79%</b>	<b>13,200</b>
<b>GRAND TOTAL - GENERAL FUND</b>		<b>\$ 121,051,818</b>	<b>\$ 89,970,048</b>	<b>74.32%</b>	<b>\$ 128,834,982</b>	<b>\$ 103,638,129</b>	<b>80.44%</b>	<b>\$ 10,871,799</b>

**FOOD SERVICE FUND**

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

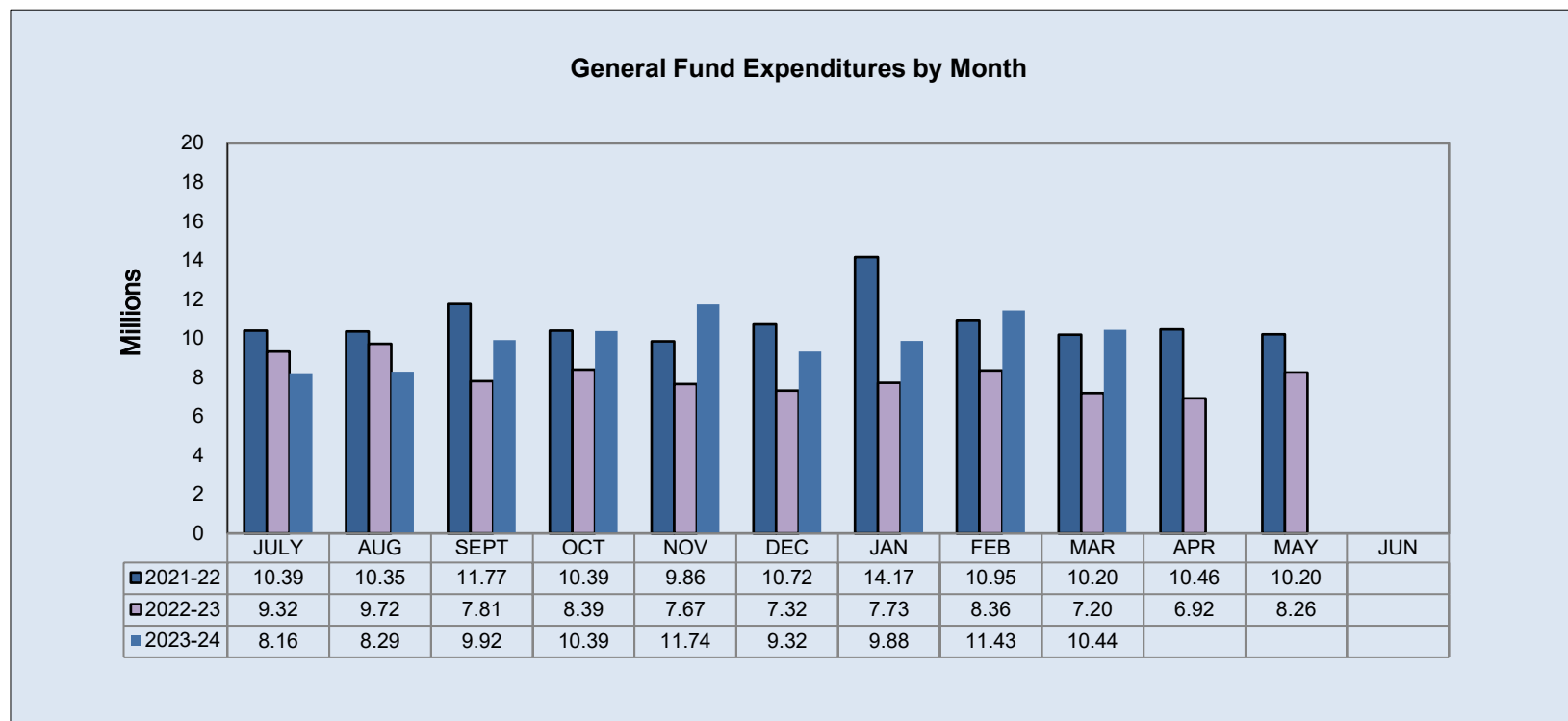
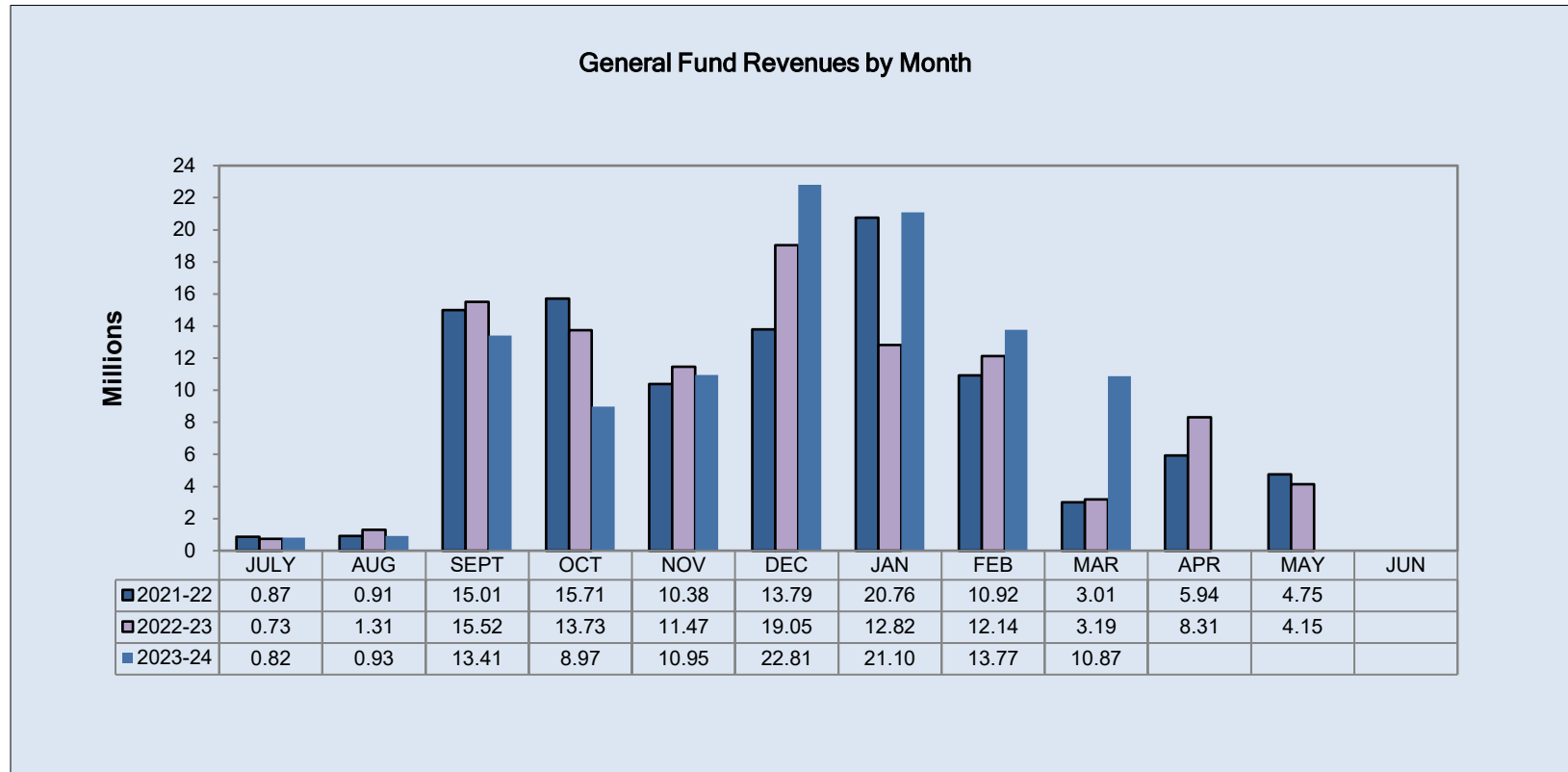
9 months has passed = 75.00%		2022-2023			2023-2024			CURRENT MONTH
		CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	
<b>Revenues</b>								
5700	Local Revenues	830,901	\$ 1,302,863	156.80%	844,581	\$ 1,426,751	168.93%	142,892
5800	State Revenues	36,000	-	0.00%	36,000	40,701	113.06%	34,979
5900	Federal Revenues	6,309,437	5,694,166	90.25%	6,751,756	5,229,886	77.46%	521,279
5900	After School Supper Program	272,175	215,490	79.17%	301,890	191,973	63.59%	19,808
5900	After School Snack Program	55,306	-	0.00%	57,786	-	0.00%	-
	<b>Total Revenues</b>	<b>\$ 7,503,819</b>	<b>\$ 7,212,519</b>	<b>96.12%</b>	<b>\$ 7,992,013</b>	<b>\$ 6,889,311</b>	<b>86.20%</b>	<b>\$ 718,958</b>
<b>Expenses by Function</b>								
35	Food Service	\$ 6,933,443	\$ 5,070,773	73.13%	\$ 9,789,317	\$ 5,540,279	56.60%	605,896
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>\$ 5,070,773</b>	<b>73.13%</b>	<b>\$ 9,789,317</b>	<b>\$ 5,540,279</b>	<b>56.60%</b>	<b>\$ 605,896</b>
<b>Other Sources and (Uses)</b>								
7900	Non-Operating Resources	\$ -	\$ 503	0.00%		\$ 322	0.00%	255
8900	Other Uses-Non-operating	(342,776)	(342,776)	100.00%	(342,776)	(342,776)	100.00%	-
	<b>Total Other Sources and Uses</b>	<b>\$ (342,776)</b>	<b>\$ (342,273)</b>	<b>99.85%</b>	<b>\$ (342,776)</b>	<b>\$ (342,454)</b>	<b>99.91%</b>	<b>\$ 255</b>
	<b>Net Change in Fund Balance</b>	<b>\$ 227,600</b>	<b>\$ 1,799,473</b>	<b>790.63%</b>	<b>\$ (2,140,080)</b>	<b>\$ 1,006,578</b>	<b>47.03%</b>	<b>\$ 113,317</b>

**DEBT SERVICE AND  
CAPITAL PROJECTS FUNDS**

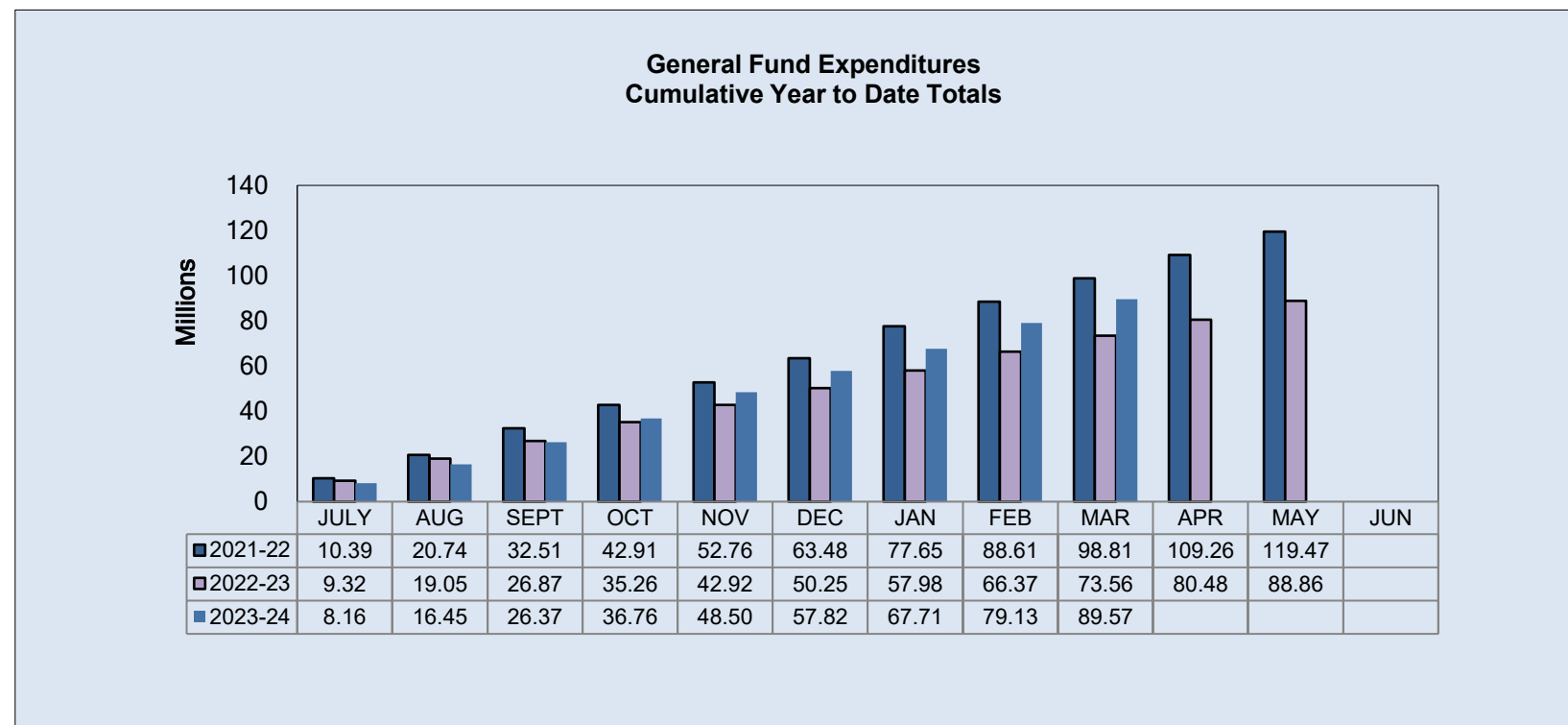
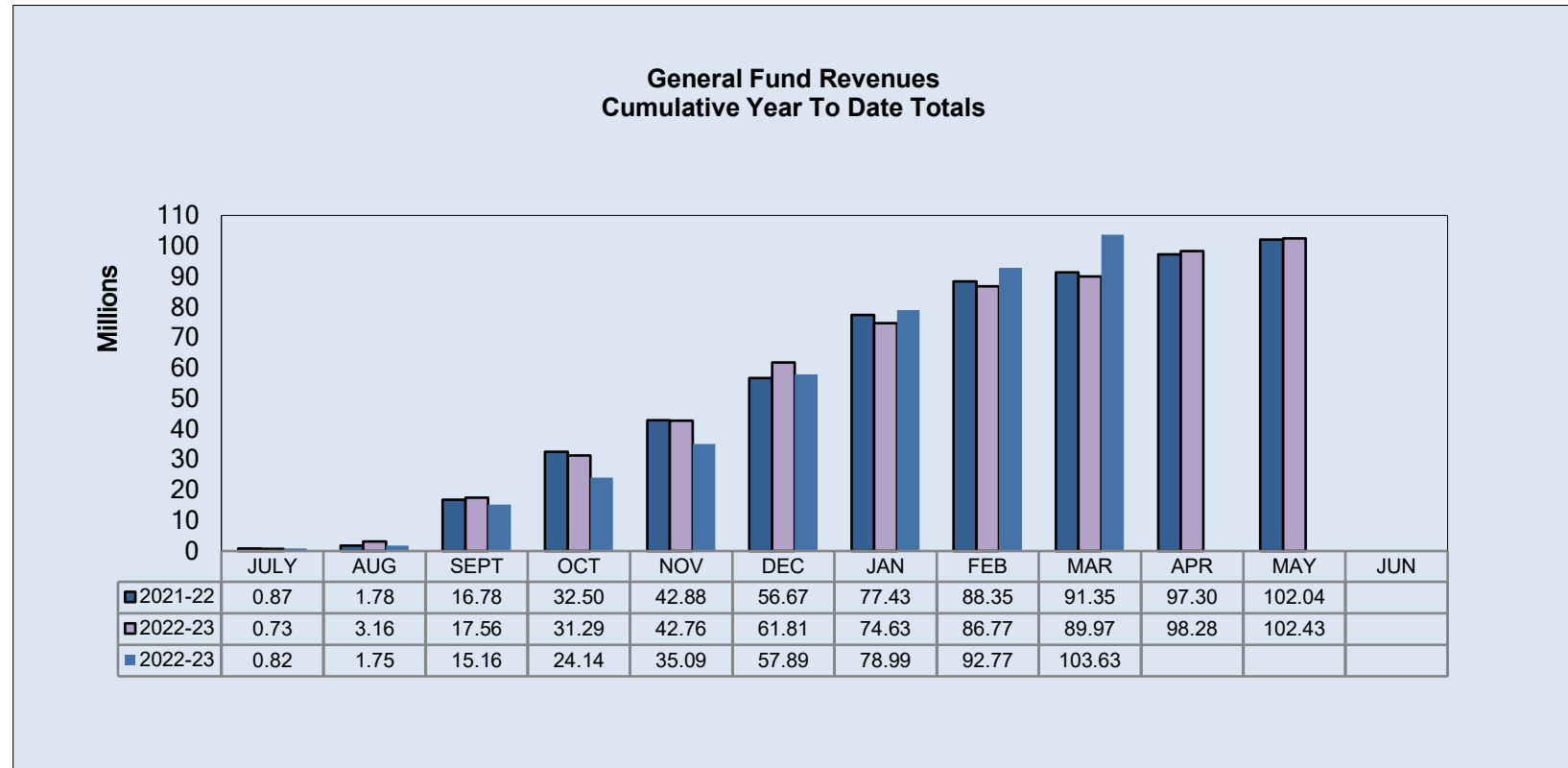
**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT  
YEAR TO DATE REVENUES AND EXPENSES COMPARISON  
MARCH 2023 and MARCH 2024**

DEBT SERVICE FUND		2022-2023			2023-2024			CURRENT MONTH
		CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	
9 months has passed = 75.00 %								
<b>Revenues</b>								
5700	Local Revenues	21,756,639	\$ 22,774,558	104.68%	23,614,035	\$ 21,415,624	90.69%	447,252
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>\$ 24,005,788</b>	<b>110.34%</b>	<b>\$ 23,614,035</b>	<b>\$ 22,478,857</b>	<b>95.19%</b>	<b>\$ 447,252</b>
<b>Expenses by Function</b>								
71	Debt Service	\$ 21,995,847	\$ 21,994,095	99.99%	\$ 22,019,484	\$ 22,017,808	99.99%	-
<b>Total Expenditures</b>		<b>\$ 21,995,847</b>	<b>\$ 21,994,095</b>	<b>99.99%</b>	<b>\$ 22,019,484</b>	<b>\$ 22,017,808</b>	<b>99.99%</b>	<b>\$ -</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>\$ 2,011,693</b>	<b>840.98%</b>	<b>\$ 1,594,551</b>	<b>\$ 461,049</b>	<b>28.91%</b>	<b>\$ 447,252</b>
<b>CAPITAL PROJECTS FUND</b>								
9 months has passed = 75.00%								
<b>Revenues</b>								
5700	Local Revenues - Interest	-	\$ 3,857,787	0.00%	1,000,000	\$ 4,144,073	414.41%	338,549
5700	Local Revenues - Gifts and Bequests	-	2,125,734	0.00%	782,500	5,157,500	659.11%	681,500
5800	State Revenues	-	-	0.00%	-	-	0.00%	-
5900	Federal Revenues	-	-	0.00%	-	-	0.00%	-
<b>Total Revenues</b>		<b>\$ -</b>	<b>\$ 5,983,521</b>	<b>0.00%</b>	<b>\$ 1,782,500</b>	<b>\$ 9,301,573</b>	<b>521.83%</b>	<b>\$ 1,020,049</b>
<b>Expenses by Function</b>								
36	Cocurricular/Extracurricular	-	-	0.00%	782,500.00	209,612.87	26.79%	209,612.87
51	Plant M&O	-	-	0.00%	-	-	0.00%	-
71	Debt Services	-	-	0.00%	-	-	0.00%	-
81	Facilities Acquisition & Construction	267,696,279	98,527,097	36.81%	127,615,052	73,246,008	57.40%	191,030
<b>Total Expenditures</b>		<b>\$ 267,696,279</b>	<b>\$ 98,527,097</b>	<b>36.81%</b>	<b>\$ 128,397,552</b>	<b>\$ 73,455,620</b>	<b>57.21%</b>	<b>\$ 400,643</b>
<b>Other Sources and (Uses)</b>								
7900	Non-Operating Resources	175,000	175,000	100.00%	175,000	8,178,129	100.00%	-
8900	Other Uses-Non-operating	-	-	0.00%	-	(8,003,129)	0.00%	-
<b>Total Other Sources and (Uses)</b>		<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>0.00%</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>	<b>0.00%</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>		<b>\$ (267,521,279)</b>	<b>\$ (92,368,576)</b>	<b>34.53%</b>	<b>\$ (126,440,052)</b>	<b>\$ (63,979,048)</b>	<b>50.60%</b>	<b>\$ 619,406</b>

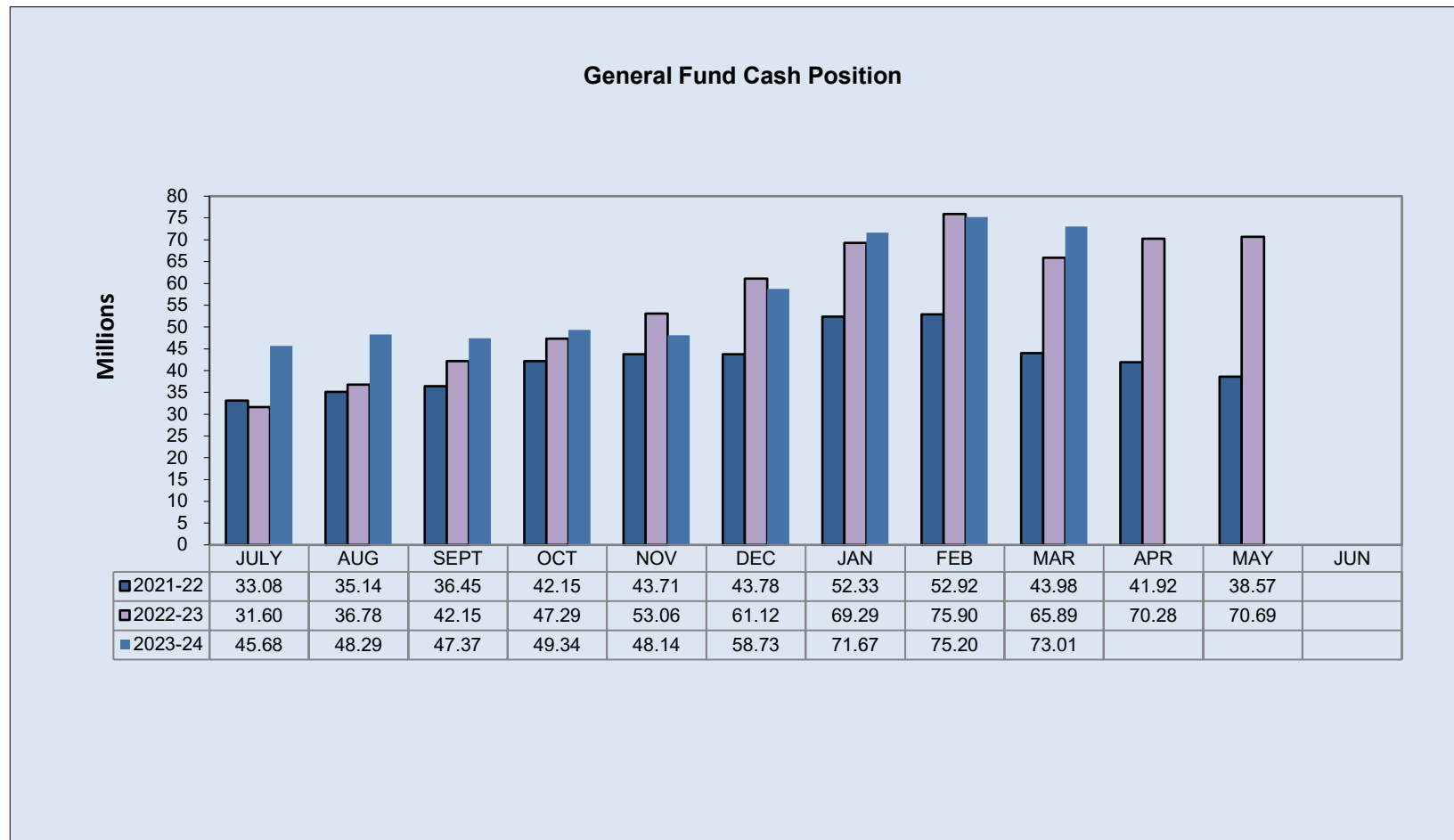
**Board Graphs**  
**March 31, 2024**



**Board Graphs**  
**March 31, 2024**



**Board Graphs  
March 31, 2024**



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

	YIELD	PAR VALUE	PURCHASE	CURRENT	MARKET VALUE	INTEREST	INTEREST
INVESTMENTS	RATE		COST	BOOK VALUE	@ 3/31/2024	CURRENT MONTH	YEAR TO DATE
<b>GENERAL OPERATING FUND</b>							
American National MMKT	0.4500%	\$27,868.79	\$27,868.79	\$27,868.79	\$27,868.79	\$10.65	\$8,695.25
TexasTERM Balance	5.3100%	\$1,258,347.69	\$1,258,347.69	\$1,258,347.69	\$1,258,347.69	\$5,638.88	\$49,332.60
TEXPOOL BALANCE	5.3161%	\$41,085,249.10	\$41,085,249.10	\$41,085,249.10	\$41,085,249.10	\$177,221.04	\$943,760.04
TEXPOOL Prime BALANCE	5.4891%	\$17,197,188.24	\$17,197,188.24	\$17,197,188.24	\$17,197,188.24	\$79,801.30	\$489,759.14
First National Bank -ICS	5.4040%	\$3,409,267.21	\$3,409,267.21	\$3,409,267.21	\$3,409,267.21	\$15,630.88	\$136,488.20
American National CDARS MMKT	0.3500%	\$88.94	\$88.94	\$88.94	\$88.94	\$0.03	\$386.65
American National Bank -ICS	5.5200%	\$6,568,547.79	\$6,568,547.79	\$6,568,547.79	\$6,568,547.79	\$30,689.79	\$267,003.06
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							\$0.00
<b>TOTAL GENERAL FUND</b>		\$69,546,557.76	\$69,546,557.76	\$69,546,557.76	\$69,546,557.76	\$308,992.57	\$1,895,424.94
<b>FOOD SERVICE FUND</b>							
TEXPOOL BALANCE	5.3161%	\$8,244,381.06	\$8,244,381.06	\$8,244,381.06	\$8,244,381.06	\$36,617.37	\$298,654.95
TEXPOOL Prime BALANCE	5.4891%	\$9,731.13	\$9,731.13	\$9,731.13	\$9,731.13	\$45.19	\$396.42
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							\$0.00
<b>TOTAL FOOD SERVICE FUND</b>		\$8,254,112.19	\$8,254,112.19	\$8,254,112.19	\$8,254,112.19	\$36,662.56	\$299,051.37
<b>INTEREST AND SINKING FUND</b>							
TEXPOOL BALANCE	5.3161%	\$7,950,239.57	\$7,950,239.57	\$7,950,239.57	\$7,950,239.57	\$35,064.57	\$237,196.93
TEXPOOL Prime BALANCE	5.4891%	\$1,457.10	\$1,457.10	\$1,457.10	\$1,457.10	\$6.82	\$59.39
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							\$0.00
<b>TOTAL INTEREST AND SINKING FUND</b>		\$7,951,696.67	\$7,951,696.67	\$7,951,696.67	\$7,951,696.67	\$35,071.39	\$237,256.32
<b>BOND CONSTRUCTION FUND</b>							
American National MMKT	0.9000%	\$1,202,196.98	\$1,202,196.98	\$1,202,196.98	\$1,202,196.98	\$987.82	\$38,052.93
TEXPOOL BALANCE	5.3161%	\$2,824.62	\$2,824.62	\$2,824.62	\$2,824.62	\$12.71	\$139,427.63
TEXPOOL Prime BALANCE	5.4891%	\$72,116,812.19	\$72,116,812.19	\$72,116,812.19	\$72,116,812.19	\$334,878.47	\$3,755,714.92
BOND SAFEKEEPING (Bonds/Treasury Notes Investments)		\$2,364,670.01	\$2,364,670.01	\$2,364,670.01	\$2,364,670.01	\$2,656.25	\$207,945.90
ANB ICS BOND SAFEKEEPING HOLDING ACCOUNT	5.5200%	\$2,931.35	\$2,931.35	\$2,931.35	\$2,931.35	\$13.68	\$2,931.35
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							
<b>TOTAL BOND CONSTRUCTION FUND</b>		\$75,689,435.15	\$75,689,435.15	\$75,689,435.15	\$75,689,435.15	\$338,548.93	\$4,144,072.73
<b>WORKER'S COMPENSATION FUND</b>							
TEXPOOL BALANCE	5.3161%	\$607,604.16	\$607,604.16	\$607,604.16	\$607,604.16	\$2,731.01	\$23,798.56
PREVIOUS MONTH'S MATURITIES							
<b>TOTAL WORKER'S COMPENSATION FUND</b>		\$607,604.16	\$607,604.16	\$607,604.16	\$607,604.16	\$2,731.01	\$23,798.56
<b>TOTAL WFISD INVESTMENTS &amp; INTEREST EARNINGS</b>		<b>\$162,049,405.93</b>	<b>\$162,049,405.93</b>	<b>\$162,049,405.93</b>	<b>\$162,049,405.93</b>	<b>\$722,006.46</b>	<b>\$6,599,603.92</b>
<b>TEXPOOL HIGHEST BALANCE 03/31/2024:</b>							
GENERAL OPERATING FUND		\$58,282,437.34					
FOOD SERVICE		\$8,254,112.19					
INTEREST & SINKING FUND		\$7,951,696.67					
BOND CONSTRUCTION		\$72,119,636.81					
WORKER'S COMPENSATION		\$607,604.16					
MAINTENANCE TAX NOTE		\$0.00					
<b>TOTAL</b>		<b>\$147,215,487.17</b>					

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

This statement is compiled from the tax collections monthly statement for the month of March 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>		March 2024	FYTD	YTD	2023-24
				Collections	Collected	Collected	Budget
\$ 37,013,496	\$ (298,510.72)	\$ 1,556,522	Current				
\$ 1,706,818	\$ (162,661.42)	\$ 1,361,207	Prior Years				
<hr/>							
Current Year				\$ 494,887.11	35,158,463.38	35,158,463.38	\$ 37,000,000
Prior Years				40,356.42	593,992.21	182,949.81	675,000
Penalty, Interest, & Misc Fees Collected				73,902.36	375,923.85	278,232.61	495,000
Refunds				(73,344.11)	(389,410.54)	(321,487.92)	
Adjustments				(34,968.80)	(543,784.97)	(461,165.88)	
<hr/>							
Totals				\$ 500,832.98	35,195,183.93	34,836,992.00	38,170,000

Uncollected Levy

**\$ 2,917,728**

**Interest & Sinking**

<u>Original Levy</u>	<u>Adjustments</u>	<u>Adjusted Levy</u>		March 2024	FYTD	YTD	2023-24
				Collections	Collected	Collected	Budget
\$ 21,927,375	\$ (176,842.24)	\$ 922,109	Current				
\$ 422,274	\$ (96,363.07)	\$ 264,099	Prior Years				
<hr/>							
Current Year				\$ 293,178.65	\$20,828,423.11	20,828,423.11	\$ 23,243,584
Prior Years				12,809.00	249,858.86	61,811.98	145,832
Penalty, Interest, & Misc Fees Collected				33,526.99	132,477.46	97,032.12	99,619
Refunds				(41,420.99)	(200,792.19)	(169,769.97)	
Adjustments				(20,716.04)	(313,492.07)	(273,201.57)	
<hr/>							
Totals				\$ 277,377.61	\$20,696,475.17	20,544,295.67	23,489,035

**Uncollected Levy 4,103,937**

**\$ 1,186,208**

# Wichita County

## YEAR-TO-DATE SUMMARY PART C

Tax Year = 2023 and Year End Date = 4/1/2024 and Month Range from 3/1/2024 to 3/29/2024 and Tax Units = (multiple) and Date Type = 1

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

### CURRENT YEAR INFORMATION

Start Value	9,776,152,667	Start Exemption	4,174,431,761	Start Taxable	5,601,720,906	Rate	1.142399	Calc Start Levy	63,994,003.61	Actual Start Levy	58,940,870.48	Start Frozen Loss	5,053,128.24	Start + Frozen	63,993,998.72
Adjusted Value	9,771,078,287	Adjusted Exemption	4,210,576,993	Adj Taxable	5,560,501,294	Rate	1.142399	Calc Adj Levy	63,523,111.18	Actual Current Levy	58,465,517.52	Adj Frozen Loss	5,057,588.74	Act Levy + Act Frozen	63,523,106.26
Start Value	9,776,152,667	Net Value Adj	(5,074,380)	Start Value + Net Value Adj	9,771,078,287			Actual Current Value	9,771,078,287	Other Loss	0.00				
Start Exemption	4,174,431,761	Net Exmp Adj	36,145,232	Start Exemp + Net Exmp Adj	4,210,576,993			Actual Current Exemption	4,210,576,993						

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 03/29/2024	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	0.00	0.00	0.00	0.00	1,108.88	0.00	0.00
1991	399.59	0.00	(12.88)	0.00	0.00	365.09	0.00	0.00
1992	417.44	0.00	(34.50)	0.00	0.00	382.94	0.00	0.00
1993	1,410.73	0.00	(34.50)	0.00	0.00	1,253.44	0.00	0.00
1994	1,843.77	0.00	(112.90)	0.00	0.00	1,605.53	0.00	3.42
1995	2,105.52	0.00	(117.86)	0.00	44.39	1,881.31	0.00	6.97
1996	1,706.66	0.00	(115.20)	0.00	120.38	1,706.66	0.00	5.47
1997	2,366.32	0.00	0.00	0.00	109.01	2,366.32	(0.08)	0.00
1998	3,050.52	0.00	0.00	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

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 DataBase Name = TaxOffice\_Wichita  
 \* = This year and prior years

# Wichita County

Print Date: 4/1/2024 9:30:22AM

## YEAR-TO-DATE SUMMARY PART C

Tax Year = 2023 and Year End Date = 4/1/2024 and Month Range from 3/1/2024 to 3/29/2024 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 AS OF 03/29/2024	REFUNDS DUE	COL %
2000	3,289.62	(0.77)	(533.99)	0.00	16.01	2,739.62	(203.99)	0.58
2001	2,842.34	0.00	(198.67)	0.00	0.00	2,643.67	0.00	0.00
2002	3,453.87	0.00	(407.59)	19.73	134.37	2,911.91	0.00	4.41
2003	7,065.46	(489.86)	(1,273.09)	0.00	26.66	5,765.71	0.00	0.46
2004	12,637.22	(6.72)	(492.14)	3.64	544.52	11,600.56	0.00	4.48
2005	15,400.69	(6.57)	(156.13)	42.95	168.65	15,075.91	0.00	1.10
2006	17,824.58	(5.68)	(376.63)	28.61	383.45	17,064.50	0.00	2.19
2007	16,157.85	(4.82)	(389.66)	0.00	431.09	15,337.10	0.00	2.73
2008	15,660.27	(4.59)	(316.22)	0.00	665.09	14,678.96	0.00	4.33
2009	20,769.01	(1,093.90)	(1,405.52)	0.00	984.60	18,378.89	0.00	5.08
2010	22,434.08	(4.54)	(311.66)	14.75	1,825.30	20,297.12	0.00	8.25
2011	25,475.66	(4.62)	(533.92)	839.44	2,623.85	22,317.89	0.00	10.51
2012	33,736.37	(4.23)	(899.09)	1,376.68	3,196.18	29,641.10	0.00	9.73
2013	52,654.41	(5,758.15)	(11,845.36)	1,381.44	3,698.06	55,167.28	0.00	9.06
2014	60,799.22	(4.09)	(1,262.47)	1,685.55	4,369.47	62,700.32	0.00	7.33
2015	58,254.29	(4.89)	(1,251.35)	1,525.50	3,412.20	53,590.74	0.00	5.98
2016	68,543.61	(5.16)	(1,055.43)	1,234.00	4,787.86	62,700.32	0.00	7.09
2017	80,769.45	(5.10)	(1,345.43)	2,086.70	8,018.37	71,405.65	0.00	10.09
2018	105,456.67	(5.61)	(1,946.46)	3,077.14	12,023.13	91,487.08	0.00	11.61
2019	135,570.61	(5.20)	(1,902.07)	7,032.13	22,576.80	111,091.74	0.00	16.89
2020	171,032.87	206.21	(2,184.62)	4,421.17	30,012.13	138,836.12	0.00	17.77
2021	354,025.15	435.33	(61,565.60)	8,585.93	23,785.34	268,674.21	0.00	8.13
2022	824,069.30	(10,475.38)	(166,508.97)	19,810.06	120,804.88	536,755.45	0.00	18.37
2023	58,940,870.48	(38,436.50)	(475,352.96)	788,065.76	55,986,886.49	2,478,631.03	0.00	95.76
<b>TOTAL</b>	<b>61,069,962.79</b>	<b>(55,684.84)</b>	<b>(734,377.45)</b>	<b>841,231.18</b>	<b>56,231,648.28</b>	<b>4,103,937.06</b>	<b>(204.07)</b>	

\* = This year and prior years

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DataBase Name = TaxOffice\_Wichita

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 2024**

<b>Agenda Item:</b>	April, 2024 Budget Amendments
<b>Administrator Responsible:</b>	Leah Horton, Chief Financial Officer
<b>Attachments:</b>	Attachment
<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 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 no change 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:** May 14, 2024  
**Subject:** April 2024 Budget Amendments/Revisions

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

046 – Barwise Middle School Substitute Needs	\$1,800	23	13
105 – Burgess Elementary Substitute Needs	\$500	13	11
112 – Franklin Elementary Substitute Needs	\$220	13	11
121 – Milam Elementary Tutoring Needs	\$890	13	11

**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>
-------------------------------	----------------	---------------

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

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

	Original Operating Fund 199 Apr	Proposed Transfers & Revisions Increase/ (Decrease)	Amended Operating Fund 199 Apr
<b>Revenues:</b>			
5700 - Local Revenues	\$ 43,498,391	\$ -	\$ 43,498,391
5800 - State Program Revenues	82,768,815	-	82,768,815
5900 - Federal Program Revenues	2,215,000	-	2,215,000
Total Revenues	<u>\$ 128,482,206</u>	<u>\$ -</u>	<u>\$ 128,482,206</u>
<b>Expenditures</b>			
11 - Instruction	\$ 72,321,025	1,170	\$ 72,322,195
12 - Instructional Resources and Media Services	1,528,295	-	1,528,295
13 - Curriculum and Instructional Staff Development	691,847	630	692,477
21 - Instructional Leadership	2,094,803	-	2,094,803
23 - School Leadership	7,288,934	(1,800)	7,287,134
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	3,755,078	-	3,755,078
41 - General Administration	4,667,466	-	4,667,466
51 - Plant Maintenance and Operations	17,281,979	-	17,281,979
52 - Security and Monitoring Services	1,581,521	-	1,581,521
53 - Data Processing Services	3,649,520	-	3,649,520
61 - Community Services	20,578	-	20,578
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	<u>\$ 128,659,981</u>	<u>\$ -</u>	<u>\$ 128,659,981</u>
<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	<u>\$ (0)</u>	<u>\$ -</u>	<u>\$ (0)</u>

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

	Original Child Nutrition Funds 240 & 242 Apr	Increase/ (Decrease)	Amended Child Nutrition Funds 240 & 242 Apr
<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  
Apr-24**

	Original Debt Service Fund 599 Apr	Increase/ (Decrease)	Amended Debt Service Fund 599 Apr
<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
<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
<b>Other Financing Sources (Uses)</b>			
Sale of Bonds			
Excess (Deficiency) of Revenues Over Expenditures	\$ 1,594,552	\$ -	\$ 1,594,552

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 2024**

<b>Agenda Item:</b>	Purchase of Science Investigation Kits (and consumables)		
<b>Administrator Responsible:</b>	Leah Horton, Chief Financial Officer		
<b>Attachments:</b>	McGraw-Hill Quote		
_____ Action Needed	_____ <b>X</b> _____	_____ Information	_____ Report

**Administrative Information:**

That the Wichita Falls Independent School District Board of Trustees approve the purchase of Science Investigation Kits, for the amount of \$477,444.76, as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

The attached McGraw-Hill quotes provides for K-5 Science Investigation Kits and consumables for eight years, including all shipping charges.

The science kits will provide supplemental hands-on learning in alignment with IMA purchase McGraw-Hill state-adopted science curriculum.

McGraw-Hill School Education is awarded on TIPS RFP 210301 Academic Curriculum and Instructional Goods, Materials and Services and is EDGAR compliant.

Vendor	City, ST	Single Kit Price	Single Kit + 8-year Consumables
<b>McGraw-Hill</b>	<b>Columbus, OH</b>	\$360,634.83	<b>\$477,444.76</b>

**Fiscal Note:**

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



Because learning changes everything.®

**QUOTE PREPARED FOR:**

Wichita Falls Isd  
BLDG B  
WICHITA FALLS, TX 76301  
ACCOUNT NUMBER: 411783

**SUBSCRIPTION/DIGITAL CONTACT:**

Kellie Hare  
khare@wfsd.net  
(940) 235-1000

**CONTACT:**

Kellie Hare  
khare@wfsd.net  
(940) 235-1000

**SALES REP INFORMATION:**

Melissa Arnett  
melissa.arnett@mheducation.com  
(972) 310-1854

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">Tx Investigation Kits K-5-8yr</a>	\$438,446.76	\$0.00	\$438,446.76
<b>PRODUCT TOTAL*</b>	\$438,446.76	\$0.00	\$438,446.76
ESTIMATED S&H**			\$38,998.00
ESTIMATED TAX**			\$0.00
<b>GRAND TOTAL*</b>			<b>\$477,444.76</b>

\* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/22/2024

ACCOUNT NAME: Wichita Falls Isd

EXPIRATION DATE: 08/20/2024

QUOTE NUMBER: SRICH-04222024120930-001

ACCOUNT #: 411783

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>Tx Investigation Kits K-5-8yr</b>					
MH TX SCIENCE GK SINGLE CLASS SCIENCE INVESTIGATIONS LAB MTRLS KIT 8YR FLFLMNT	978-1-26-551140-1	52	\$1,082.82	\$0.00	\$56,306.64
MH TX SCIENCE G1 SINGLE CLASS SCIENCE INVESTIGATIONS LAB MTRLS KIT 8YR FLFLMNT	978-1-26-551432-7	55	\$1,706.88	\$0.00	\$93,878.40
MH TX SCIENCE G2 SINGLE CLASS SCIENCE INVESTIGATIONS LAB MTRLS KIT 8YR FLFLMNT	978-1-26-551817-2	53	\$2,173.44	\$0.00	\$115,192.32
MH TX SCIENCE G3 SINGLE CLASS SCIENCE INVESTIGATIONS LAB KIT MTRLS 8YR FLFLMNT	978-1-26-551931-5	20	\$2,152.35	\$0.00	\$43,047.00
MH TX SCIENCE G4 SINGLE CLASS SCIENCE INVESTIGATIONS LAB KIT MTRLS 8YR FLFLMNT	978-1-26-552289-6	20	\$3,162.57	\$0.00	\$63,251.40
MH TX SCIENCE G5 SINGLE CLASS SCIENCE INVSTGTNS LAB KIT EQUIP MTRLS 8YR FLFLMNT	978-1-26-552605-4	20	\$3,338.55	\$0.00	\$66,771.00
<b>Tx Investigation Kits K-5-8yr Subtotal:</b>				<b>\$0.00</b>	<b>\$438,446.76</b>

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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EXPIRATION DATE: 08/20/2024

QUOTE NUMBER: SRICH-04222024120930-001

ACCOUNT #: 411783

PAGE #: 2



Because learning changes everything.®

**QUOTE PREPARED FOR:**

Wichita Falls Isd  
BLDG B  
WICHITA FALLS, TX 76301  
ACCOUNT NUMBER: 411783

**CONTACT:**

Kellie Hare  
khare@wfid.net  
(940) 235-1000

VALUE OF ALL MATERIALS	\$438,446.76
FREE MATERIALS	\$0.00
<b>PRODUCT TOTAL*</b>	<b>\$438,446.76</b>
ESTIMATED SHIPPING & HANDLING**	\$38,998.00
ESTIMATED TAX**	\$0.00
<b>GRAND TOTAL</b>	<b>\$477,444.76</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

Kellie Hare  
khare@wfid.net  
(940) 235-1000

Comments:

\* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting [www.mheducation.com](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://www.mhecoast2coast.com)).

School Purchase Order Number: \_\_\_\_\_

\_\_\_\_\_  
Name of School Official (Please Print)

\_\_\_\_\_  
Signature of School Official

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/22/2024      ACCOUNT NAME: Wichita Falls Isd      EXPIRATION DATE: 08/20/2024  
QUOTE NUMBER: SRICH-04222024120930-001      ACCOUNT #: 411783      PAGE #: 3

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 2024**

<b>Agenda Item:</b>	Purchase of Flippen Group’s Capturing Kids’ Hearts Program		
<b>Administrator Responsible:</b>	Leah Horton, Chief Financial Officer		
<b>Attachments:</b>	Flippen Group - Capturing Kids’ Hearts Proposal		
<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 purchase professional development package from Capturing Kids’ Hearts (The Flippen Group) in the amount of \$120,950.00, as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

Capturing Kids Hearts (CKH) has been an integral component of our district initiatives since the 2015-2016 school year. All of our elementary campuses trained before 23-24 have received at least one National Showcase Distinction from CKH. In 23-24, Jefferson and West Foundation earned their 1<sup>st</sup> Distinction, and in its first year of CKH implementation, Cunningham earned the Rising Star Recognition, showing that campuses believe in this program. CKH supports several components of our current 5-part Strategic Plan, including Part 1 – “We will maximize human potential through a culture of high expectations”; Part 3 – “We will build a collaborative culture to foster ownership and increase engagement”; and Part 4 – “We will develop systems to identify and meet the physical, emotional, and social needs of students.”

Continuing CKH training this year will allow us to train new or recently hired elementary teachers on the CKH strategies that emphasize the importance of relationships in increasing academic achievement, building a strong classroom culture, and serving the whole child. Additionally, continued usage of the CKH Leadworthy Character Lessons in our elementary classrooms is imperative in our continued efforts to improve classroom and campus culture, increase student engagement, build meaningful relationships, and meet the social and emotional needs of our students.

The purchase of the proposed CKH trainings will be made using RFP 23-15 and competitive quotes for services.

**Fiscal Note:**

Expenditure will be made from Federal Funds. This purchase exceeds \$100,000 which requires the Board of Trustees approval per policy, CH Local.



# Capturing Kids' Hearts®

Powered by Flippen Group



## CAPTURING KIDS' HEARTS ► SERVICE AGREEMENT

CAPTURE *Hearts*. IMPACT *Culture*. SEE *Change*.

**Created by:**

Megan Haisten  
Capturing Kids' Hearts  
RFP 23-15

**Prepared for:**

Shonna Norton  
Wichita Falls Independent School District  
Date: April 11, 2024



Wichita Falls Independent School District ("Client" or "you")  
1104 Broad Street  
Wichita Falls, Texas 76301

Thank you for selecting The Flippen Group, LLC, dba Capturing Kids' Hearts ("**CKH**" or "**we**") to serve your organization. Our goal is to provide you with products and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to confirm this Master Services Agreement ("**Agreement**"). We look forward to serving you.

## Section 1: Our Commitment

The Agreement itself is between CKH and you, the above-identified Client, although most of the benefits of this Agreement are available to many of your representatives/participants as well. Once accepted by you, this Agreement governs our relationship with regard to all of the "**Products and Services**" as defined in this Agreement, or that may later be mutually agreed upon between the parties with reference to this Agreement; many if not all of which involve training events to be conducted by CKH's representatives ("**Consultants**" or "**Strategists**"). In addition, this Agreement together with the Terms of Use associated with our "**Websites**" governs our relationship over the numerous resources and products that are and will be made available to you during the "**Term**" of this Agreement (collectively, "**Resources**"). Once your acceptance of this Agreement is confirmed, the pricing applicable to you for all such Products and Services and for your access to many of the Resources ("**Access**") become enforceable.

# SERVICE AGREEMENT



## Section 2: Products and Services

Leadership Solutions	Proposed Timeline	Quantity	Solutions Price	Solutions Subtotal
<b>Capturing Kids' Hearts® 1 Training</b> Two consecutive-day training sessions for up to 50 participants Includes: <ul style="list-style-type: none"> <li>• Access to the course training manual</li> <li>• Limited collection of foundational videos and resources on CKH.org</li> </ul>	August 5-6, 2024	2	\$22,900.00	\$45,800.00
<b>Campus Traction Visit (3 campuses per day)</b> Three-day campus visit involving group and one-on-one sessions with campus administrators and/or Process Champions Team.	Fall 2024	1	\$11,250.00	\$11,250.00
<b>Campus Traction Visit (1/2 day per campus)</b> Two-day campus visit involving group and one-on-one sessions with campus administrators and/or Process Champions Team.	Fall 2024	1	\$7,900.00	\$7,900.00
<b>CKH Campus Premium</b> A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed Capturing Kids' Hearts® 1 Training	2024-2025 School Year	4	\$4,000.00	\$16,000.00

# SERVICE AGREEMENT



<b>CKH Campus Premium</b> A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed Capturing Kids' Hearts® 1 Training	<b>2024-2025 School Year</b>	<b>10</b>	<b>\$4,000.00</b>	<b>\$40,000.00</b>
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**Grand Total      \$120,950.00**



## **ADDITIONAL CHARGES (where applicable):**

### **TRAVEL EXPENSES:**

Travel fees for each training event or other service provided by CKH under this Agreement are included in the grand total. Unless otherwise agreed in advance, such travel fees inside the Continental United States will be included on the invoice and billed at the rate of \$1,250.00 for one-day events, \$1,900.00 for two-day events, and \$2,250.00 for three-day events (per Consultant). Each additional consecutive day for durations in excess of three days will be billed at \$350.00 per day (per Consultant).

### **FACILITY EXPENSES:**

Client (at a minimum) will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at Client's expense.

### **ADDITIONAL PARTICIPANT FEES (to the extent applicable):**

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts® 1 Training.

## **Section 3: Investment**

### **AGREEMENT:**

By entering this Agreement, you agree to engage CKH as your provider for our Resources and all the Products and Services as outlined in the accompanying Products and Services section or that may later be mutually agreed between the parties with reference to this Agreement, each of which is incorporated into this Agreement in its entirety by this reference.

Until accepted by you this Agreement and its rates and other pricing terms are non-binding and will expire in 30 calendar days following April 11, 2024. To accept and receive the benefits of this Agreement, your signature and acceptance can only be confirmed by CKH upon our receipt of the signed return of this Agreement on or before, May 11, 2024.

### **PAYMENT TERMS:**

The fees for each of the Products and Services and for your Access to Resources shall be determined based on the applicable Products and Services section as well as the other terms of this Agreement. In the case of Products and Services involving scheduled events, the fees (including travel, if applicable) will be billed when the corresponding Products and Services are provided or rendered.

Subscription(s) services shall commence upon the signing of this agreement or June 1, 2024 for the 2024-2025 school year(s) (whichever occurs later) through May 31, 2025.

Purchase Orders for each scheduled item that is part of the Products and Services section, must be submitted to CKH at least 45 days prior to the scheduled event.

Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

### **SURCHARGES & TAXES:**

~~For Products or Services sold or accessed or Services performed in jurisdictions where taxes, including sales tax, apply to the corresponding transactions under this Agreement, Client shall be responsible for payment of such taxes or for reimbursement of the payment of such taxes when they are paid by or for CKH.~~

**DOES NOT APPLY - School District**



## Section 4: Policies

### **SCHEDULING:**

CKH will need someone designated in Client organization to work with on scheduling and event planning needs.

CKH will contact you upon confirmed signing of this Agreement to begin setting up dates for Products and Services to be rendered on the applicable Products and Services section.

Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement.

CKH may need to communicate with the Client's members/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

### **FACILITIES/EVENT SET-UP:**

You and CKH will mutually agree upon the location of any event as part of the Products and Services section, which should be resolved at least 30 days prior to a scheduled service. CKH will provide event-specific details for any scheduled service (including square footage requirements, AV needs, schedule, and other logistics to be coordinated). Should any of those details need to be altered, prior approval by CKH would be needed.

### **RECORDING/MEDIA:**

Video and/or audio taping of events is strictly prohibited without prior written approval by CKH.

Media representatives are not allowed to attend events without prior written approval by CKH.

### **DEPOSITS and CANCELLATIONS:**

- No deposit is required.
- CKH requires a cancellation notice of 90 days prior to any scheduled date of service. A cancellation notice received inside the 90-day window will result in the full contractual fee being assessed as of the date of cancellation. To the extent not offset by duplicate expenses incurred by CKH, the fee charged for such cancellation may be credited to the event once that event is rescheduled, although any amounts paid for Products or Services that are unused by your organization within the 12 months following the date of signature of this Agreement will be forfeited.
- Nonrefundable travel expenses that Capturing Kids' Hearts has incurred as a result of the Client rescheduling or cancelling a service will be passed through to your organization.
- In the event an assigned CKH Consultant/Strategist is subject to illness, travel delay, or unavoidable emergencies, the event can be rescheduled/restructured/reassigned.
- Force Majeure: Except with regard to payment obligations, neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement where such failure or delay is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemics, epidemics, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

### **RESOURCES:**



During the course of providing the Products and Services, participants will be provided with various Resources, some of which shall be distributed by hand or by email to participants during or in preparation or follow-up to particular events, and others of which shall be accessed through websites operated by CKH (“Websites”). For the purpose of accessing some or all of the Resources used during our provision of the Products and Services, you will be required to create an account through one or more of the Websites. In the process, you will be required to accept the Terms of Use for the Websites, which will govern your rights and obligations with respect to the content accessed through those Websites, to the extent such Terms of Use are consistent with this Agreement.

**INSERT TERMS AND CONDITIONS AND PRIVACY POLICY AT END**

## Section 5: Intellectual Property

### **COPYRIGHTS & TECHNOLOGY RIGHTS**

CKH’s intellectual property is a crucial part of providing training materials and consulting services to its clients, and CKH could not continue its work if its clients did not honor and respect CKH’s intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and “look and feel” of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of CKH or its licensors. **None of our work or work product is done on a “work for hire” basis, and all our material and work product is owned exclusively by CKH and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret.** Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of CKH. By entering into this Agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

### **TRADEMARKS:**

The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the “**Trademarks**”) are the registered and unregistered trademarks of CKH and its licensors. You agree that you will obtain advance written consent from CKH before referring to or attributing any information to CKH or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, CKH or its licensors.

### **USE OF RESOURCES:**

Capturing Kids’ Hearts grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Capturing Kids’ Hearts Resources for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites.

Access to Resources for participants is based upon both their completion of specific training(s) with Capturing Kids’ Hearts and the contractual relationship between Capturing Kids’ Hearts and the Client, the organization of which the participant is a current member. The relationship with a Client is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the Client’s organization, the participant will no longer have access to the resources.

### **APPLICABLE RESTRICTIONS & REQUIREMENTS:**

Any unauthorized use of Resources is prohibited and may violate copyright, trademark, patent, and other applicable laws or regulations and could result in criminal or civil penalties. All Resources are made available for use by you only to the extent





~~In no event shall CKH or any of its Consultants or other representatives be liable for or responsible for any indirect, incidental, or consequential damages or injuries related to Client's or its representative's use of: (1) the Resources, Access, Products, Services or Deliverables; (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. The maximum possible liability of CKH shall not exceed the lesser of (a) the amount that the Client paid for the Resources, Access, Products, Services, or Deliverables that directly relate to the claim giving rise to such liability or (b) the full retail cost of those same Resources, Access, Products, Services or Deliverables.~~

No information shared by CKH verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

## Section 7: Entirety & Interpretation

Once accepted, this Agreement together with the Terms of Use associated with our Websites represents the entire agreement, and supersedes any and all previous understandings, between you and CKH as pertains to our Products and Services and your Access to Resources. To be valid and enforceable, any amendment or modification to this Agreement, which may be in the form of a subsequent Products and Services Amendment that expressly invokes this Agreement, must be in a writing and signed by the respective authorized representatives to be bound thereby. This Agreement shall be construed, interpreted, and enforced exclusively under the laws and venue applicable in College Station, Brazos County, Texas. Section and paragraph headings have been included in this Agreement in hopes of facilitating ease of reference, but such headings shall not affect the interpretation of this Agreement. In the event of any inconsistency that cannot be reasonably resolved between this Agreement and an applicable Products and Services, the Products and Services section shall control for purposes of resolving the inconsistency, and a more recent Products and Services section shall control over inconsistent terms in Products and Services section(s). To the extent of any inconsistency that cannot be reasonably resolved between this Agreement and the Terms of Use associated with our Websites, this Agreement shall control throughout the Term, while the Terms of Use will control after the Term. You also agree that this Agreement will not be construed against CKH by virtue of having drafted it.

## Section 8: Acceptance & Term

To indicate your acceptance of this Agreement without changes, the Client should have its authorized representative sign where indicated below and return the signed Agreement to Capturing Kids' Hearts via email to [megan.haisten@capturingkidshearts.org](mailto:megan.haisten@capturingkidshearts.org). Once returned, the date of your authorized representative's signature shall be treated as the effective start date of this Agreement. The enforceable term of this Agreement ("**Term**") shall extend until all services on the Products and Services section are from the Effective Date, unless sooner terminated, except that the Term shall be automatically extended through the last day of your Subscription Access, including any and all Renewal Terms for such Access.

Either party to this Agreement may terminate this Agreement at any point during the Term by providing ninety days' written notice to the other in the event that such other party materially breaches any provision of this Agreement, unless that other party cures such breach during those ninety days. All unpaid payment obligations and all rights and obligations under Intellectual Property of this Agreement shall survive any termination of this Agreement.

## Section 9: Confirmation

On behalf of the Client, the undersigned individual hereby confirms that they have read and understand all the terms and conditions of this Agreement, and, as the contact person and authorized representative of the Client for all purposes of this



Agreement, will endeavor to see that all policies and related details are understood and completed by all Client involved parties in the planning of the Products and Services. The undersigned individual applies their signature to this Agreement on behalf of their respective party for the purposes of entering into a legally binding contractual relationship between CKH and Client.

If you have any questions or need additional assistance, please do not hesitate to contact us.

Wichita Falls Independent School District

By:

Printed Name:  
Client's Authorized Representative

Title:

Date:

Contact Information:  
Capturing Kids' Hearts  
Attn: Megan Haisten  
[megan.haisten@capturingkidshearts.org](mailto:megan.haisten@capturingkidshearts.org)  
1199 Haywood Drive  
College Station, TX 77845  
Phone: 800-316-4311  
Fax: 877-941-4700



Addendum to Capturing Kids Hearts 04/26/2024

**#1 Fingerprinting and Background Attachment**

**#2 Insurance Attachment**

**#3 Indemnity.** WFISD AND CKH SHALL MUTUALLY INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OTHER AND ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, FORMER EMPLOYEES, VOLUNTEERS, AGENTS AND LEGAL REPRESENTATIVES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTIONS, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT TO THE EXTENT PERMITTED BY TEXAS LAW. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM FOR ANY LOSS ATTRIBUTABLE TO THE SOLE NEGLIGENCE OF CKH OR WFISD.

**#4 Israel Boycotts.** Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if Vendor has at least ten (10) full time employees, then Vendor, by its execution of this Agreement represents and warrants to the District that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

**#5 Abortion Providers.** Vendor verifies by its signature that it is not an abortion provider or an affiliate of abortion providers.

**#6 Boycott of Energy Companies.** Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the District that Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. This provision does not apply to sole proprietorships.

**#7 Discrimination Against Firearm Entities.** Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Vendor has at least ten (10) full-time employees, then Vendor represents and warrants to the District that Vendor does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement. This provision does not apply to sole proprietorships.

**#8 Governing Law.** This Agreement shall be construed pursuant to the laws of the State of Texas. The Parties hereby consent to the exclusive personal jurisdiction of the courts in and for the State of Texas in the event of litigation pertaining hereto, with venue to lie in Wichita County.

**#9 Force Majeure.** Neither party shall be liable for delay in performance or nonperformance hereunder due to causes beyond that party's reasonable control, including but not limited to acts of God, fires, strikes, pandemics, epidemics, and delinquencies of suppliers, intervention of any governmental authority or acts of war on terrorism. In such event, the non-performing party will provide prompt written notice to the other party (i) of the date of inception of the event and the extent to which it will affect performance, (ii) the reasons for such nonperformance, and (iii) the anticipated length of its inability to perform. The nonperforming party shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed by any event unless and until such delayed product or service is provided. The provisions of this section shall not preclude District from canceling or terminating the Agreement.

**#10 Availability of Funds.** WFISD, being a governmental entity that operates on an annual budget funded by taxpayer dollars, may terminate this Agreement, without penalty, if the board of Trustees in a majority vote does not appropriate funds for the continuance of the services.



***Risk and Contract Management***

**#11 Documents of Authority.** The Contractor shall not perform Services without prior receipt of a fully executed copy of this Agreement and a corresponding District Purchase Order (PO). Failure of Contractor to withhold Services until both documents of authority are provided by the District may significantly delay payment(s) or invalidate the contract.

**#12 Federal Provisions**

The following provisions are required and apply when federal funds are expended by WFISD for any contract resulting from this procurement process. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between WFISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR§200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by WFISD, WFISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by WFISD, WFISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or WFISD. WFISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if WFISD believes, in its sole discretion that it is in the best interest of WFISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by WFISD as of the termination date if the contract is terminated for convenience of WFISD. Any award under this procurement process is not exclusive and WFISD reserves the right to purchase goods and services from other vendors when it is in the best interest of WFISD.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by WFISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.



***Risk and Contract Management***

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by WFISD, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by WFISD, the vendor certifies that during the term of an award for all contracts by WFISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



***Risk and Contract Management***

Pursuant to Federal Rule (F) above, when federal funds are expended by WFISD, the vendor certifies that during the term of an award for all contracts by WFISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by WFISD, the vendor certifies that during the term of an award for all contracts by WFISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by WFISD, the vendor certifies that during the term of an award for all contracts by WFISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to WFISD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. WFISD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless WFISD knows the certification is erroneous.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by WFISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by WFISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,



***Risk and Contract Management***

an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 and not more than \$100,000 for each such failure.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- J. Procurement of Recovered Materials – When federal funds are expended by WFISD, WFISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended WFISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

- K. Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by WFISD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.



***Risk and Contract Management***

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 C.F.R. § 200.215**

When federal funds are expended by WFISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, WFISD will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. WFISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – 2 C.F.R. § 200.216**

WFISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor certifies that vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 C.F.R. § 200.334**

When federal funds are expended by WFISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by WFISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**



***Risk and Contract Management***

When federal funds are expended by WFISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

It is the policy of WFISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 C.F.R. § 200.322**

As appropriate and to the extent consistent with law, WFISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337**

Vendor agrees that WFISD, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the Contract.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.



**Risk and Contract Management**

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

**Felony Conviction.**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

By signing this agreement, Contractor certifies that the information concerning notification of felony convictions has been reviewed and certifies that to the best of its knowledge and belief, that it and its principals is neither owned nor operated by anyone who has been convicted of a felony.

**Debarment.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency



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***Risk and Contract Management***

- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify WFISD within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a)-(d) above, with respect to Contractor or its principals.



**Risk and Contract Management**

**FINGERPRINT AND BACKGROUND REQUIREMENTS  
FOR NEW VENDORS  
WICHITA FALLS INDEPENDENT SCHOOL DISTRICT**

Vendor and vendor employees shall comply with Chapter 22, Subchapter C, of the TEC requiring school districts ensure that certain individuals are fingerprinted and undergo a national criminal history records review and individuals undergo a name-based criminal history record information review. The requirements include:

- performing all required criminal history checks on employees.
- ensuring that all district vendors perform criminal history checks on vendor employees who have the opportunity for direct unsupervised contact with the district’s students.
- discharging or refusing to hire any individual who has been convicted of an offense described in TEC §22.085(a).
- not allowing any vendor employee who has been convicted of an offense described in TEC §22.085(a) to serve at the district.

All costs incurred for the fingerprinting of Vendor employees must be paid by the Vendor. Payment is expected at the place of business that fingerprints are obtained\*\*.

Vendor shall immediately notify Risk and Contract Management at [risk@wfisd.net](mailto:risk@wfisd.net) *prior to a new hire or the day of a termination as it is against the law for the District to be subscribed to an individual’s fingerprints* in the FACT Clearinghouse (the repository of the DPS and the FBI fingerprint-based criminal history results.)

Vendor shall provide a monthly summary report, formatted in excel, of all new hires/terminations no later than the last day of the month at 5:00 P.M. via email to [risk@wfisd.net](mailto:risk@wfisd.net).

By signing below, Vendor acknowledges that they are responsible for providing payment for fingerprinting services at the authorized IdentoGo retailer.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

**\*\*If Contractor has multiple employees, it is recommended that they set up an account with Idemia Identity and Security USA, LLC for No Charge Authorization Codes (NCAC). Payment is expected when Contractor employees get fingerprints. Please visit [https://www.identogo.com/uploads/general/TX\\_NCAC\\_Reorder.pdf](https://www.identogo.com/uploads/general/TX_NCAC_Reorder.pdf) for more information on setting up an account.**



**WICHITA FALLS  
INDEPENDENT  
SCHOOL DISTRICT**

1104 Broad • P.O. Box 97533  
Wichita Falls, Texas 76307-7533  
Phone (940) 235-1008 • www.wfisd.net

**Risk and Contract Management**

Printed Legal Name (First-Middle-Last): \_\_\_\_\_  
(Escriba con letra de molde el Nombre (s) y Apellido)

Former Name(s): \_\_\_\_\_  
(Nombre anterior)

Date of Birth: \_\_\_\_\_  
(Fecha de nacimiento)

SSN: \_\_\_\_\_  
(Número de Seguro Social)

Driver's License #: \_\_\_\_\_  
(# de Licencia de conducir)

Driver's License State: \_\_\_\_\_  
(Estado donde obtuvo la licencia de conducir)

Email: \_\_\_\_\_  
(Correo electrónico)

Phone #: \_\_\_\_\_  
(Núm. Teléfono)

Mailing Address: \_\_\_\_\_  
(Domicilio para enviar la correspondencia)

Business Name or Vendor: \_\_\_\_\_  
(Nombre comercial o del proveedor)

Have you ever been convicted or received deferred adjudication for a criminal offense? (¿Alguna vez ha sido condenado o ha recibido sentencia diferida por un delito penal?)

Yes (Sí) Explain (Explique):

No (No)

*I hereby authorize the Wichita Falls ISD to conduct a criminal history/background check for employment or vendor/contractor purposes. I understand that any and all results received will be used solely for employment purposes. (Por la presente, doy autorización a Wichita Falls ISD para realizar una verificación de antecedentes penales y criminales, con fines de empleo o de proveedor/contratista. Entiendo que todos y cada uno de los resultados que se reciban se utilizarán únicamente con fines laborales.)*

*I further understand that as an employee of a contractor/vendor for the Wichita Falls ISD, I am required to follow and abide by District Policy. WFISD Policy information can be found on the WFISD website → School Board → Board Policy Online. (Además, entiendo que, como empleado de un contratista/proveedor del Distrito Escolar Independiente de Wichita Falls, debo seguir y acatar la Política del Distrito. La información sobre la política de WFISD está disponible en el sitio web de WFISD → Mesa Directiva Escolar → Política de la Mesa Directiva Escolar por línea.)*

Signature: \_\_\_\_\_  
(Firma)

Date: \_\_\_\_\_  
(Fecha)

**This form must be submitted to [risk@wfisd.net](mailto:risk@wfisd.net) (Este formulario deberá enviarse a [risk@wfisd.net](mailto:risk@wfisd.net))**

Please note – you (or your employer) are responsible for the cost of your fingerprints  
(Por favor, tome en cuenta que usted (o su empleador) será el responsable de cubrir el costo de sus huellas dactilares.)

## **Exhibit B—Lessee Liability Insurance Requirements**

### **Certificates of Liability Insurance**

Everyone who does business with the District must have insurance. Any vendor/contractor that conducts business (paid/unpaid) to use a District facility, regardless of whether the vendor/contractor is required to pay fees under GKD(LOCAL), must provide certificates of liability insurance evidencing all policies and endorsements required by this form.

If a vendor is a sole-proprietor and doesn't maintain insurance per the District's insurance requirements, the vendor shall be required to sign a Waiver of Liability against the District. Contact Risk and Contract Management for the waiver.

The following requirements are applicable to all policies:

1. Each policy will be issued by a company authorized to do business in the state of Texas with an A.M. Best Company rating of at least A-.
2. Policies must provide the Acord insurance form, or a letter from the insurance carrier on the insurance carrier's letterhead indicating compliance with agreement/contract.
3. Liability policies will be endorsed to provide the following:
  - a. Wichita Falls ISD Attn: Risk & Contract Management PO Box 97533 Wichita Falls, Texas 76307 is to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to WFISD, its Board, employees, and volunteers.
  - b. That such insurance is primary and noncontributing to any other insurance available to the additional insured.
  - c. All policies will be endorsed to provide 30 days' prior written notice or cancellation, nonrenewal, or reduction in coverage except ten days for nonpayment of premium.
  - d. Should any of the required insurance be provided under a claims-made form, the contractor will maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract will be covered.
  - e. Contractor/Vendor is responsible for all deductibles, and the District must approve the deductibles selected.
  - f. The District reserves the right to review the coverage requirements during the effective period of any agreement and to make reasonable adjustments to the requirements when deemed reasonably prudent by the District based on changes in laws, court decisions, or potential increase in exposure to loss.
  - g. Texas requires that all drivers carry minimum automobile insurance. If you use your car or truck for business, it is recommended that you purchase a commercial

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

policy. Automobile Liability is required if the organization or company owns vehicles that will be brought onto District property. Automobile liability insurance covers all autos, not just “specific vehicles.”

- h. Failure to provide the accord form or memo of your insurability shall cause your contract/agreement to be considered in breach.

	<b>Contracted Services &gt; \$100,000</b>	<b>Contracted Services &lt; \$100,000</b>	<b>Use of Facilities</b>	<b>Campus Entertainment Providers</b>	<b>Charter Bus / Armored Car Cargo</b>	<b>Professional Curriculum</b>	<b>Software including Cloud Based &gt;\$50,000</b>
<b>General Liability</b>	\$1,000,000 each Occurrence / Aggregate	\$1,000,000 each Occurrence / Aggregate	\$1,000,000 each Occurrence / Aggregate	\$1,000,000 each Occurrence / Aggregate	\$1,000,000	N/A	\$1,000,000 each Occurrence / Aggregate
<b>Products/Completed Operations</b>	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	N/A	N/A
<b>Automobile Liability</b>	\$1,000,000 Including Owned, Hired & Non-Owned	\$1,000,000 Including Owned, Hired & Non-Owned	\$1,000,000 Including Owned, Hired & Non-Owned	\$1,000,000 Including Owned, Hired & Non-Owned	\$1,000,000 Including Owned, Hired & Non-Owned	\$1,000,000 Including Owned, Hired & Non-Owned	\$1,000,000 Including Owned, Hired & Non-Owned
<b>Workers' Compensation</b>	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits
<b>Employers' Liability</b>	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	N/A	N/A
<b>Professional Liability</b>	\$1,000,000 (if applicable)	\$1,000,000 (if applicable)	N/A	N/A	N/A	\$1,000,000	\$1,000,000
<b>Umbrella Liability</b>	\$1,000,000 up to \$10,000,000 aggregate (varies depending on RFP)	\$1,000,000	\$1,000,000 (may be waived for groups under 15 people)	\$5,000,000	\$5,000,000	N/A	\$1,000,000
<b>Cyber Liability and Data Storage</b>	N/A	N/A	N/A	N/A	N/A	N/A	\$1,000,000
<b>Certificate of Insurance</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(EXHIBIT)

	Contracted Services > \$100,000	Contracted Services < \$100,000	Use of Facilities	Campus Entertainment Providers	Charter Bus / Armored Car Cargo	Professional Curriculum	Software including Cloud Based >\$50,000
Wichita Falls ISD as Additional Insured	Yes	Yes	Yes	Yes	Yes	Not Mandatory	Yes
Waiver of Subrogation	Yes	Yes	Yes	Yes	Yes		

**Contracted Services > \$100,000**

This category applies to any contracts valued at more than \$100,000. All contracts over \$100,000 must have a waiver of subrogation on the general liability, automobile liability, and the workers' compensation. They must also name the District as an additional insured on the general liability and automobile liability.

**Contracted Services < \$100,000**

This category applies to any contracts valued at less than \$100,000 as well as all trade bids.

**Armored Car Cargo / Security Services**

This category applies to Armored Car or Armored Car Service, or Secured Car Service, both of which are intended to fall under the State of Texas Occupation Code, Chapter 1702; Private Investigators and Private Security Agencies, 1702.102 and elsewhere, as a security services contractor.

**Charter Bus**

This category applies to Buses that have passed an annual inspection by the Texas Department of Public Safety; obtained authority from the Federal Motor Carrier Safety Administration to travel across state lines; employee drivers that have a current Commercial Driver's License specifically for bus drivers.

**Campus Entertainment Providers (Paid/Unpaid)**

This category applies to Contractors/Vendors providing goods and/or services for WFISD, including DJs, college recruiters, military recruiters, therapy dogs, blood donor organizations, mobile food trucks, bounce houses, carnivals, etc. **Contractors/Vendors are required to provide WFISD with proof of insurance.**

\*\*Mobile food trucks require other non-insurance regulations that must be in compliance with local and state regulations.\*\*

**Professional Curriculum Services**

This category applies to Professional Services provided by licensed or certified individuals, such as teachers, fine arts, tutors, therapists, curriculum consultants, health services, etc.

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 2024**

<b>Agenda Item:</b>	Purchase of Interactive Flat Panels		
<b>Administrator Responsible:</b>	Leah Horton, Chief Financial Officer		
<b>Attachments:</b>	Howard Technology Quotes (65" and 75")		
_____ Action Needed	_____ <b>X</b> _____	_____ Future Action	_____ Information _____ Report

**Administrative Information:**

That the Wichita Falls Independent School District Board of Trustees approve the purchase of (344) Interactive Flat Panels, for the amount of \$1,003,620.00, as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

The attached Howard Technology quotes provide for Interactive Flat Panel (IFP) bundles, each bundle including interactive flat panel, Chromebox mini PC, wireless touch keyboard, mobile cart and service agreement. The price of each 65" flat panel bundle is \$2,792.11, and each 75" flat panel bundle is \$3,123.90. Neither quote includes set up. WFISD Technology Staff will fulfill set-up and assembly of the units.

The devices will be placed at among non-high school campuses as outlined by individual campus needs. The addition of the flat panel screens for education purposes allows for efficient and effective teacher presentation and student learning by means of interactive learning, multimedia integration, real-time collaboration, digital annotations and note-taking, access to online resources, adaptive learning, and accessibility features such as screen magnification (for vision impaired), voice commands (for hearing impaired), and other tools to support students with diverse learning needs.

A total of (6) quotes (per IFP panel size) were obtained from (3) vendors for this purchase. The Howard Technology quote recommended for purchase utilizes Buyboard Contract# 661-22 and meets EDGAR procurement requirements for the use of Federal Funds.

Vendor	City, ST	IFP 65" Bundle/ea	65" Total (214)	IFP 75" Bundle/ea	75" Total (130)
<b>Howard Technology</b>	<b>Laurel, MS</b>	<b>\$2,7912.11 each (ViewSonic)</b>	<b>\$597,512.00</b>	<b>\$3,123.90 (ViewSonic)</b>	<b>\$406,108.00</b>
B&H Photo	New York, NY	\$4,225.98 each (ClearTouch)	\$904,359.72	\$5,125.98 (ClearTouch)	\$666,377.40
CDW-G	Vernon Hills, IL	\$3,927.79 (ViewSonic)	\$840,548.00	\$5,256.46 (ViewSonic)	\$683,340.00

**Fiscal Note:**

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

36 Howard Drive·Ellisville, MS 39437  
P.O. Box 1590·Laurel, MS 39441



888.912.3151 general·601.399.5077 fax  
888.323.3151 technical support

A Division of Howard Industries, Inc.  
www.Howard.com

## Online Quotation

<b>Quote No:</b>	DL5 1390456.00	<b>Quote Date:</b>	April 15, 2024
<b>Customer Name:</b>	Curtis Shahan	<b>Phone Number:</b>	940-235-1050
<b>Company Name:</b>	Wichita Falls ISD	<b>Fax Number:</b>	
<b>Quote Name:</b>	ViewSonic 75-Inch Bundles (130)		

### Item 1

Category	Description	Qty.	Unit Price	Ext. Price
<b>System Type:</b>	<b>Accessories</b>			
1:	ViewSonic ViewBoard IFP7550-E1 - 75' Diagonal Class LED-backlit LCD display - interactive - with touchscreen (multi touch) - 4K UHD (2160p) 3840 x 2160 - with ViewSonic LB-WIFI-001 Dual Band Wireless Module, ViewSonic WMK-047-2 Wall Mount <b>MPN:</b> IFP7550-E1 <b>Contract:</b> BuyBoard 661-22	130	<b>\$1,749.85</b>	<b>\$227,480.50</b>
2:	ViewSonic - Extended service agreement - parts and labor (for display with 70'-79' diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP7550-E1 <b>MPN:</b> IFP-EW-70-02 <b>Contract:</b> BuyBoard 661-22	130	<b>\$0.15</b>	<b>\$19.50</b>
3:	ViewSonic myViewBoard Manager Advanced - Subscription license (5 years) - single panel package <b>MPN:</b> MVBM_ADV_5Y01 <b>Contract:</b> BuyBoard 661-22	292	<b>\$89.00</b>	<b>\$25,988.00</b>
4:	ViewSonic Chromebox NMP760 - Mini PC - 1 x Celeron 5205U / 1.9 GHz - RAM 8 GB - SSD - eMMC 64 GB - UHD Graphics - GigE - Chrome OS - monitor: none <b>MPN:</b> NMP760 <b>Contract:</b> BuyBoard 661-22	130	<b>\$235.00</b>	<b>\$30,550.00</b>
5:	Google Chrome OS Management Console - License - academic <b>MPN:</b> CROSSWDISEDUNEW	130	<b>\$32.00</b>	<b>\$4,160.00</b>
6:	Logitech Wireless Touch Keyboard K400 Plus - Keyboard - with touchpad - wireless - 2.4 GHz - QWERTY - US International - black <b>MPN:</b> 920-007119 <b>Contract:</b> BuyBoard 661-22	130	<b>\$26.50</b>	<b>\$3,445.00</b>
7:	JORO ProLift height adjustable, electric powered mobile stand • Accommodates LCD/LED panels up to 86" diagonal (max width 80") • Supports LCD/LED TV's up to 225 lbs • Standard VESA up to 800 (200, 300, 400, 500, 600, 700, 800) x 600 (multi-variable) • Electric height adjustment of 19.5" • Easy electric up/down adjustment • Powder coated frame finish - standard color is RAL9005 (black) • Quick and Easy Install <b>MPN:</b> Y7LAB <b>Contract:</b> BuyBoard 661-22	130	<b>\$859.50</b>	<b>\$111,735.00</b>
8:	C2G 3ft USB C Cable - USB 3.2 - 10Gbps - M/M - USB cable - 24 pin USB-C (M) to 24 pin USB-C (M) - USB 3.1 Gen 2 / Thunderbolt 3 - 20 V - 3 A - 3.3 ft - black <b>MPN:</b> 28848 <b>Contract:</b> BuyBoard 661-22	130	<b>\$21.00</b>	<b>\$2,730.00</b>

**Sub-Total:** \$406,108.00  
**Shipping & Handling:** Included  
**Taxes:** Tax Exempt  
**Total for Item 1:** \$406,108.00

**This Quote will expire on May 15, 2024.**  
**Please include your Quote Number on your Purchase Order.**

**Total for all pre-configured items**

54

**Sub-Total:** \$406,108.00

<b>Shipping &amp; Handling :</b>	<b>Included</b>
<b>Taxes:</b>	<b>Tax Exempt</b>
<b>Total:</b>	<b>\$406,108.00</b>

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**Notes:**

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THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING [webmaster@howardcomputers.com](mailto:webmaster@howardcomputers.com).

Howard's product warranties, return policies and related information are also available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, or may be obtained by calling 1-888-912-3151 or emailing [webmaster@howardcomputers.com](mailto:webmaster@howardcomputers.com).

36 Howard Drive·Ellisville, MS 39437  
P.O. Box 1590·Laurel, MS 39441



888.912.3151 general·601.399.5077 fax  
888.323.3151 technical support

A Division of Howard Industries, Inc.  
www.Howard.com

## Online Quotation

<b>Quote No:</b>	DL5 1390421.00	<b>Quote Date:</b>	April 15, 2024
<b>Customer Name:</b>	Curtis Shahan	<b>Phone Number:</b>	940-235-1050
<b>Company Name:</b>	Wichita Falls ISD	<b>Fax Number:</b>	
<b>Quote Name:</b>	ViewSonic 65-Inch Bundles (214)		

### Item 1

Category	Description	Qty.	Unit Price	Ext. Price
<b>System Type:</b>	<b>Accessories</b>			
1:	ViewSonic ViewBoard IFP6550-E21- 65" Diagonal Class LED-backlit LCD display - interactive - with built-in media player and touchscreen (multi touch) - 4K UHD (2160p) 3840 x 2160 - with ViewSonic LB-WIFI-001 Dual Band Wireless Module <b>MPN:</b> IFP6550-E1 <b>Contract:</b> BuyBoard 661-22	214	<b>\$1,499.85</b>	<b>\$320,967.90</b>
2:	ViewSonic - Extended service agreement - parts and labor (for display with 60"-69" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP6550-E1, IFP6550-E2, IFP6550-E3, IFP6550-US, IFP6560 <b>MPN:</b> IFP-EW-60-05 <b>Contract:</b> BuyBoard 661-22	214	<b>\$0.15</b>	<b>\$32.10</b>
3:	ViewSonic myViewBoard Manager Advanced - Subscription license (5 years) - single panel package <b>MPN:</b> MVBM_ADV_5Y01 <b>Contract:</b> BuyBoard 661-22	284	<b>\$89.00</b>	<b>\$25,276.00</b>
4:	ViewSonic NMP760 - Mini PC - 1 x Celeron 5205U / 1.9 GHz - RAM 8 GB - SSD - eMMC 64 GB - UHD Graphics - GigE - Chrome OS - monitor: none <b>MPN:</b> NMP760 <b>Contract:</b> BuyBoard 661-22	214	<b>\$235.00</b>	<b>\$50,290.00</b>
5:	Google Chrome OS Management Console - License - academic <b>MPN:</b> CROSSWDISEDUNEW	214	<b>\$32.00</b>	<b>\$6,848.00</b>
6:	Logitech Wireless Touch Keyboard K400 Plus - Keyboard - with touchpad - wireless - 2.4 GHz - QWERTY - US International - black <b>MPN:</b> 920-007119 <b>Contract:</b> BuyBoard 661-22	214	<b>\$26.50</b>	<b>\$5,671.00</b>
7:	JORO ProLift height adjustable, electric powered mobile stand • Accommodates LCD/LED panels up to 86" diagonal (max width 80") • Supports LCD/LED TV's up to 225 lbs • Standard VESA up to 800 (200, 300, 400, 500, 600, 700, 800) x 600 (multi-variable) • Electric height adjustment of 19.5" • Easy electric up/down adjustment • Powder coated frame finish - standard color is RAL9005 (black) • Quick and Easy Install <b>MPN:</b> Y7LAB <b>Contract:</b> BuyBoard 661-22	214	<b>\$859.50</b>	<b>\$183,933.00</b>
8:	C2G 3ft USB C Cable - USB 3.2 - 10Gbps - M/M - USB cable - 24 pin USB-C (M) to 24 pin USB-C (M) - USB 3.1 Gen 2 / Thunderbolt 3 - 20 V - 3 A - 3.3 ft - black <b>MPN:</b> 28848 <b>Contract:</b> BuyBoard 661-22	214	<b>\$21.00</b>	<b>\$4,494.00</b>

**Sub-Total: \$597,512.00**  
**Shipping & Handling: Included**  
**Taxes: Tax Exempt**  
**Total for Item 1: \$597,512.00**

**This Quote will expire on May 15, 2024.**  
**Please include your Quote Number on your Purchase Order.**

### Total for all pre-configured items

**Sub-Total: \$597,512.00**  
**Shipping & Handling : Included**  
56

**Taxes:** Tax Exempt  
**Total:** \$597,512.00

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**Notes:**

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THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING [webmaster@howardcomputers.com](mailto:webmaster@howardcomputers.com).

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**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 2024**

<b>Agenda Item:</b>	Purchase of Phase 2 (of 2) of Hirschi Refresh Project		
<b>Administrator Responsible:</b>	Dr. Peter Griffiths, Associate Superintendent		
<b>Attachments:</b>	Contract		
<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 the Hirschi Middle School Refresh (Phase 2) to Gary Baker Construction (design-build) in the amount of \$1,474,461.00 as submitted by Dr. Peter Griffiths, Associate Superintendent, 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 (GBC) and ranking was approved by the Board at the February 19th Board meeting. On February 20th, vendor representatives and District staff (Dr. Peter Griffiths, Associate Superintendent, Chris Fain, Director of Maintenance, and Lauren Zotz, Director of Purchasing) met with GBC to establish Phase 1 of the scope of services (exterior painting) which has been completed. Further meetings were held to determine the Phase 2 (of 2) scope of services as budget allows.

The recommended Hirschi Phase 2 proposal includes interior painting, replacement of damaged ceiling tiles, and replacement of most lighting (to LED lighting) in the majority of the areas to be utilized, along with additional fencing, and the renovation of the band hall and the Husky Hut.

As the district continues to consolidate and close campuses, per the aggressive five-year plan, the district recommends the proposed budget of \$1,474,461.00, as submitted by Gary Baker Construction, to complete the refreshing of Hirschi Middle School. This will complete the interior renovations of the campus to prepare it for the 24-25 School Year.

The District budgeted \$1,474,461.00, utilizing the anticipated Actual Cash Value (ACV) of the Harrell Building demolition. The project has already encompassed \$899,910.63 for the roofing at Hirschi and the \$266,823.00 for the completion of Phase 1.

**Fiscal Note:**

This expenditure will be paid with remaining ACV (Actual Cost Value) \$1,333,185.54 and fund balance of \$141,275.46 for a total Hirschi Refresh expenditure amount of \$1,474,461.00. Purchases over \$100,000 require the Board of Trustees approval per policy, CH Local.



# AIA® Document A141® – 2014

## Standard Form of Agreement Between Owner and Design-Builder

**AGREEMENT** made as of the Fifteenth (15<sup>th</sup>) day of May in the year Two thousand twenty-four (2024).

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Wichita Falls ISD  
P.O. Box 97533  
Wichita Falls, TX 76307

and the Design-Builder:

*(Name, legal status, address and other information)*

Gary Baker Construction  
4309 Old Jacksboro Hwy., Ste. D  
Wichita Falls, TX 76302

for the following Project:

*(Name, location and detailed description)*

WFISD - Hirschi Refresh  
3106 Borton St.  
Wichita Falls, TX 76306

The Owner and Design-Builder agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

#### § 1.1.1 The Owner's program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

General update and "refresh" of the former Hirschi High School facility using a Design-Build methodology. The Owner will determine and direct the Design-Builder as to specific areas of the facility for work. Not all parts of the facility will be worked at this time. The scope herein represents the identified work to be completed under the base

Init.

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phase of this contract. Additional modifications may be provided with consent of both parties to incorporate additional work based on available funding and time. Such modifications will be performed by a separate Design-Build Amendment incorporating any such additional work and an agreed-upon adjustment to cost and schedule.

The following general scope items represent the requirements of this base contract phase. The Design-Builder will perform all necessary preliminary, non-destructive site investigation, preparation of all necessary contract documents (including that of any necessary consultants), and all phases of construction for the work as follows:

A. Painting of interior walls. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific areas of the facility to be painted. Within five business days of the walkthrough, the Design-Builder will submit a building plan with the areas to be painted highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that all walls to be painted will be patched and repaired as necessary with texture to match existing, and walls painted with no less than two coats of paint to a Level-4 finish. Any wall requiring a patch will be painted in its entirety from corner to corner to avoid color discrepancies. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

B. Painting of exterior window-infill panels. The Design-Builder will clean, etch, and paint all exterior window-infill panels. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

C. Replace acoustical ceiling tiles. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific rooms and areas selected for new acoustical ceiling tile. Within five business days of the walkthrough, the Design-Builder will submit a building plan with the areas selected to receive new ceiling tiles highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. During replacement, the Design-Builder will repair and/or modify ceiling grids as required to accommodate new tiles. Any new grid utilized should match existing as closely as possible. A single tile selection will be utilized for all areas receiving new acoustical ceiling tile. Color, type, size, and edge of new acoustical tile will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. During construction, the Design-Builder will carefully remove existing ceiling tiles for areas receiving replacement and temporarily store all undamaged tiles for potential re-use in other areas as required.

D. Repair/replace ceiling tiles in rooms/spaces selected to receive new LED lighting (identified under 1.1.1.F below). Unless selected for new acoustical ceiling tiles per item 1.1.1.C. (above), the Design-Builder will remove any existing, damaged acoustical ceiling tiles in all rooms and spaces selected to receive new LED lighting. Inasmuch as possible, the Design-Builder will utilize salvage tiles from spaces worked under 1.1.1.C (above) to replace damaged tiles to match existing ceiling finishes. If it is determined during construction that suitable quantities of salvage materials are not available, then the Design-Builder will submit a change request to the Owner with a proposed solution, including any cost and schedule adjustments necessary.

E. Replace VCT flooring. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific areas of the facility to receive new VCT flooring. Within five business days of the walkthrough, the Design-Builder will submit a building plan with the areas to receive new flooring highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that all floors to be replaced will first be demolished (i.e., remove existing floor tile), the exposed floors will be sanded/ground to remove any residual mastic, a new floorstone skimcoat will be installed to properly level the floor, and new VCT will be installed. Color, finish, size, and patterns of new VCT will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

F. Replace lighting with new LED fixtures. All existing classroom and corridor lighting fixtures and ballasts will be removed and replaced with new LED fixtures. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with the areas to receive new LED lighting highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that the Design-Builder will consult with lighting professionals and determine a minimum number of foot candles required for

corridors and classroom areas. Existing lighting circuits and wiring will be modified or replaced as necessary to accommodate a high and low light-level in classrooms. Always-on safety lighting will be incorporated within the new lighting layout as required. Existing switches will be modified as necessary to accommodate the new lighting. Unless specifically requested in-writing by the Owner prior to development of the Design-Build Amendment, the Design-Builder will not utilize a rheostat or dimmer to adjust lighting levels.

G. Remove existing lockers in all corridors. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with the areas of locker-removal highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will remove all existing lockers and infill existing locker openings using 20-ga. 3-5/8" structural steel studs, spaced 14" O.C. with U-Channel top/bottom track. Wall surfaces will be 5/8" thick impact-resistant Type-X fire-rated gypsum board. Tape, bed, texture and paint wall infills to a Level-4 finish. Texture to be a medium orange peel. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

H. Paint glazed corridor walls. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with the glazed areas highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will clean, etch, and prepare the glazed wall surfaces to receive new paint. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. Paint glazed walls using a minimum of two full and complete coats with touch-up as required to eliminate holidays.

I. Remove steam wall-heaters. The Design-Builder will remove all wall-mounted steam heating units in all classrooms and corridors. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with areas of steam units identified for removal highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. When removing the units, the Design-Builder will cut, cap, and sanitize the steam piping at the floor line. Work should be done prior to replacement of VCT in areas receiving new floor tile. In any area where existing flooring is to remain, the Design-Builder will repair the hole in the floor using new floorstone and repair the existing VCT flooring to match existing as closely as possible.

J. Stairway repairs. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with areas of stairwell repairs highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will remove all existing handrails in stairways and replace with new ADA/TAS-compliant steel handrails. Design-Builder will ensure new handrails meet height, diameter, wall-offset, and extension requirements for ADA/TAS-compliance. Handrails will be textured stainless steel. Patch and repair any existing mounting holes that are not reused for new handrails. The Design-Builder will remove existing stair treads, clean horizontal stair surfaces, and install new homogenous rubber non-slip stair treads with tapered front nosing and smooth easy-clean rear border.

K. Close window openings in Student Center. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with areas of window close-ups highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will infill existing window openings using 20-ga. 3-5/8" structural steel studs, spaced 14" O.C. with U-Channel top/bottom track. Wall surfaces will be 5/8" thick impact-resistant Type-X fire-rated gypsum board. Tape, bed, texture and paint wall infills to a Level-4 finish. Texture to match existing where applicable, otherwise texture will be a medium orange peel. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

L. Remove skylights and perform miscellaneous repairs in the Food Court. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific repairs and work items to be performed within the existing Food Court. A building plan with the repairs and work items identified by tagged notes will be submitted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. In addition to completing these Owner-identified repairs and work items, the Design-Builder will remove existing skylights, frame and close-in the openings, and prepare the roof for patch above. The Design-Builder will frame the opening appropriately based on existing roof structure, remove at least 3'-0" of roofing material in each direction and prepare the roof for proper patch-in, flash/seal of new roof decking

and roof surface above to match existing. In order to maintain warranties for the existing roof, which has been recently replaced, the Owner will coordinate for actual roof repairs to be completed by the current warranting contractor after roof prep. The Design-Builder will schedule work accordingly, and it will close in the former skylight openings on the interior building side.

M. Replace exterior auditorium doors. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with doors to be replaced highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will remove existing doors, hinges, closers, and hardware then patch, repair, and paint frames to match existing. Install new insulated metal doors with new three-pair stainless steel hinges, new closer, and new brushed-finish stainless steel hardware (ingress side) and stainless-steel emergency panic-bar (egress side). Design-Builder will ensure that all hardware meets ADA/TAS requirements for height, operability, etc. and closers meet ADA/TAS requirements for tension/force. All new exterior doors that lead directly to the outside of the building from the auditorium will be solid metal. All new exterior doors that lead from the auditorium to another space within the building footprint will be metal with a 6"x27" vision-lite glass panel. All new doors will match or exceed the fire-rating of the existing doors that they replace. Doors will be primed and painted to match color of existing doors they replace unless directed otherwise by the Owner prior to development of the Design-Build Amendment.

N. Repaint original gymnasium. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the areas to be painted highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that all walls to be painted will be patched and repaired as necessary with texture to match existing, and walls painted with no less than two coats of paint to a Level-4 finish. Any wall requiring a patch will be painted in its entirety from corner to corner to avoid color discrepancies. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. Paintwork does not include specialty painting such as graphics or striping, or painting of any lockers, exposed piping/ductwork, ceilings, exposed structural roof members, equipment supports, bracing, or mountings, or any athletic surfaces.

O. Select painting in competition gymnasium. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the items and areas to be painted highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that all doors and frames will be patched and repaired as necessary prior to repainting. Color, type, and sheen of paint for doors will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. The Design-Builder will also patch and repair walls as required to match existing color, finish, and sheen. When a wall is patched and repaired it will be painted corner to corner with no less than two coats of paint to avoid color discrepancies. Paintwork does not include specialty painting such as graphics or striping, or painting of any lockers, exposed piping/ductwork, ceilings, exposed structural roof members, equipment supports, bracing, or mountings, or any athletic surfaces.

P. Updates to the former Husky Hut. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the repairs and work items identified by tagged notes. The Owner will return floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will remove and replace the existing ceiling in its entirety using new 2'x2' acoustical ceiling tile and powder-coated steel grid. Color, type, size, and edge of new acoustical tile will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. The Design-Builder will consult with lighting professionals and determine a minimum number of foot candles required for the space based on classroom-use. Existing lighting circuits and wiring will be modified or replaced as necessary to accommodate a high and low light-level. Always-on safety lighting will be incorporated within the new lighting layout as required. Existing switches will be modified as necessary to accommodate the new lighting. Unless specifically requested in-writing by the Owner prior to development of the Design-Build Amendment, the Design-Builder will not utilize a rheostat or dimmer to adjust lighting levels. The Design-Builder will patch and repair all walls as necessary with texture to match existing. Walls will be painted with no less than two coats of paint to a Level-4 finish. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

Q. Miscellaneous interior demolition and repairs. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the repairs and work items identified by tagged notes. The Owner will return floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will remove all existing display and trophy cases throughout the building. Following removal, the Design-Builder will patch and repair walls as necessary with texture to match existing. Walls will be corner to corner painted with no less than two coats of paint to a Level-4 finish. Display and trophy case removal should be done prior to replacement of VCT in areas receiving new floor tile. In any area where existing flooring is to remain, the Design-Builder will repair the floor using new floorstone and repair the existing VCT flooring to match existing as closely as possible. The Design-Builder will coordinate Owner-accomplished demolition to occur as appropriate to avoid schedule disruptions. The Owner will remove and replace selected marker-boards and televisions within the facility. Any new damages caused by the Owner's workers will be identified for repair by the Owner or by repair by the Design-Builder as a change in the scope of work. Additionally, the Design-Builder will carefully demolish and remove all existing interior planters and dirt/sod within. In any location where the planters may connect to the building walls, the Design-Builder shall carefully demolish the planters and repair to match existing finish color, texture, and materials as closely as possible. If during demolition, it is determined that planters were filled (or partially filled) with atypical materials such as concrete, stone, flowable fill, etc., the Design-Builder will promptly notify the Owner and propose a suggested method of remediation as a change in the scope of work.

R. Miscellaneous exterior demolition and repairs. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the repairs and work items identified by tagged notes. The Owner will return floorplan with approval, and any necessary adjustments marked, within two business days. The Owner will remove selected landscaping included shrubs, trees, etc. The Design-Builder will coordinate the schedule with the Owner's workers to ensure shrubs adjacent to the building are removed with sufficient time prior to the Design-Builder's scheduled painting of the exterior window-infill panels (refer to 1.1.1.B above). The Design-Builder will coordinate Owner-accomplished demolition to occur as appropriate to avoid schedule disruptions.

S. Perform miscellaneous repairs in the Band Hall. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific repairs and work items to be performed within the existing Band Hall (such as flooring replacement, lighting replacement, and door/hardware replacement). Within fifteen business days of the walkthrough, the Design-Builder will identify repairs and work items to be performed within the existing Band Hall. A building plan with the repairs and work items identified by tagged notes will also be submitted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. In addition to completing these Owner-identified repairs and work items, the Design-Builder will remove and dispose of existing cabinets and lockers in the Hirschi Band Hall. The Owner's staff will remove existing cabinets and lockers from the Band Hall at the former Kirby Middle School, transport, and reinstall those items in the Hirschi Band Hall. The Design-Builder will modify walls within the Hirschi Band Hall as required to accommodate the relocated cabinets and lockers and frame and close-in/infill any remaining openings. The Design-Builder *will not* infill existing cabinet/locker openings in the former Kirby Middle School – this work will be completed by WFISD personnel. All infills of existing cabinet or locker openings at Hirschi Band Hall will be made using 20-ga. 3-5/8" structural steel studs, spaced 14" O.C. with U-Channel top/bottom track. Wall surfaces will be 5/8" thick impact-resistant Type-X fire-rated gypsum board. Tape, bed, texture and paint wall infills to a Level-4 finish. Texture to match existing where applicable, otherwise texture will be a medium orange peel. Following cabinet and locker replacement and infill work, the walls in the Band Hall will be patched and repaired, then repainted. Peg boards in the Band Hall will be cleaned and painted. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. Additionally, the Design-Builder will remove existing carpeting from the Band Hall floors, clean and prep the floor surface beneath, and install new carpet. Color, weight, backing, and texture of new carpeting will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

T. Perform miscellaneous improvements connecting B-Wing to Band Hall. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific repairs and work items to be performed at the connection of the B-Wing to the Band Hall. Within fifteen business days of the walkthrough, the Design-Builder will identify repairs and work items to be performed. A plan with the repairs and work items identified by tagged notes will also be submitted. The Owner will return the plan with approval, and any necessary adjustments marked, within two business days. In addition to completing these Owner-identified repairs and work items, the Design-Builder will install an enclosing fence for security. The fence

will be black rubber-coated chain link and 8'-0" high. Fence will be installed in a continuous concrete footer 12" wide and 12" deep. Footer at posts will be 36" deep with posts extending accordingly. Posts will be set no less than 24" deep at footer and painted using a gloss black enamel to match the fencing material. The Design-Builder will remove any existing connecting flatwork and install a new concrete sidewalk between the B-Wing and the Band Hall. The sidewalk will be 5'-0" wide and 6" deep with #3 rebar each way. Sidewalk will be doweled into the foundation at each building. Sidewalk will be designed for compliance with all ADA/TAS requirements including slopes and cross-slopes.

U. Perform miscellaneous improvements connecting gym to athletics fields. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific repairs and work items to be performed at the connection of the gym to the athletics fields. Within fifteen business days of the walkthrough, the Design-Builder will identify repairs and work items to be performed within the connection area. A plan with the repairs and work items identified by tagged notes will also be submitted. The Owner will return the plan with approval, and any necessary adjustments marked, within two business days. In addition to completing these Owner-identified repairs and work items, the Design-Builder will install an enclosing fence for security. The fence will be black rubber-coated chain link and 8'-0" high. Fence will be installed in a continuous concrete footer 12" wide and 12" deep. Footer at posts will be 36" deep with posts extending accordingly. Posts will be set no less than 24" deep at footer and painted using a gloss black enamel to match the fencing material.

V. Replace carpet on risers in choir room. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the items and areas of risers to be recarpeted highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that the Design-Builder will remove existing carpeting from the risers in the choir room, clean and prep the floor surface beneath, and install new carpet. Color, weight, backing, and texture of new carpeting will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

W. Infill walls of old elevator spaces. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the items and areas of risers to be recarpeted highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will first ensure that all electrical services and plumbing into the old elevator shaft are cut, capped, and sanitized on the outside of the shaft wall. The Design-Builder will then infill the existing shaft openings using 16-ga. 3-5/8" structural steel studs, spaced 12" O.C. with U-Channel top/bottom track. Wall surfaces will be 5/8" thick impact-resistant Type-X fire-rated gypsum board. Tape, bed, texture and paint wall infills to a Level-4 finish. Texture to be a medium orange peel. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

**§ 1.1.2** The Owner's design requirements for the Project and related documentation:  
*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

The Design-Builder will prepare all documents necessary for submission and approval to Authorities Having Jurisdiction (AHJ) including the City of Wichita Falls or the State of Texas (for TAS). Additionally, the Design-Builder will prepare construction documents as required to adequately relate intent of work to the tradespeople performing work on-site, such as typical lighting plans, reflected ceiling plans, or annotated floor plans. Furthermore, the Design-Builder will prepare drawings as required to obtain necessary Owner approvals, such as annotated floorplans as identified in Paragraph 1.1.1 above, interior elevations if necessary to convey information to the Owner, or typical diagrams of floor patterns for VCT installation.

**§ 1.1.3** The Project's physical characteristics:  
*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

The project encompasses selected elements of the existing Hirschi campus located at 3106 Borton St. in Wichita Falls, TX. The Owner will provide any available construction drawings and CAD files that it has available for use by the Design-Builder. Such documents are provided as informational only. It remains the Design-Builder's responsibility to

verify all dimensions on-site during development of necessary drawings and specifications prior to submittal of the Design-Build Amendment. (This is limited to investigation by non-destructive means.)

The Owner will provide copies of all existing HAZMAT testing and reporting documents, including asbestos, lead-based paint, underground storage tanks, etc.

**§ 1.1.4** The Owner's anticipated Sustainable Objective for the Project, if any:  
*(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)*

N/A

**§ 1.1.5** Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:  
*(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)*

N/A

**§ 1.1.6** The Owner's budget for the Work to be provided by the Design-Builder is set forth below:  
*(Provide total for Owner's budget, and if known, a line item breakdown of costs.)*

An available budget has not been determined. The Owner will provide its budget for the Work to the Design-Builder within 30-days of approval of this Design-Build Agreement. The Design-Builder should reference this budget and identify areas of potential cost concern prior to submittal of the Design-Build Amendment. If the Design-Builder identifies concerns, alternative construction methods should be proposed with the Design-Build Amendment with accompanying cost adjustments noted. The Design-Builder should also identify a list of items which could be deleted with accompanying costs noted. No alternative or deletion should be proposed that sacrifices student safety in any way – this is of particular concern at areas of wall infill.

**§ 1.1.7** The Owner's design and construction milestone dates:

**.1** Design phase milestone dates:

March 4, 2024 – Construction meeting with WFISD team.  
March 8, 2024 – Design-Build Agreement signed.  
March 11, 2024 – Start exterior painting.  
March 11 – April 4 – Design-Builder mobilization, preliminary submittals (bonds, insurances, etc.), and initial site investigation.  
April 5, 2024 – Owner-provided information due to Design-Builder (drawings, CADs, HAZMAT reports).  
April 8, 2024 – Owner and Design-Builder Joint Facility Walkthrough.

**.2** Submission of Design-Builder Proposal:

April 30, 2024 – Design-Builder Proposal submitted to Owner.  
May 6, 2024 – WFISD Board Approval of Design-Builder Proposal.  
May 7, 2024 – Signed/Countersigned Approval of Design-Builder Proposal executed.

**.3** Phased completion dates:

May 28, 2024 – Design-Builder has full control of facility for performance of the Work.

**.4** Substantial Completion date:

Init.

August 7, 2024 – Design-Builder Substantial Completion date.

**.5** Other milestone dates:

August 8, 2024 – Staff Development begins on-campus.

**§ 1.1.8** The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

*(List name, legal status, address and other information.)*

**.1** Architect

GBA Architects, LLC  
4309 Old Jacksboro Hwy., Ste. D  
Wichita Falls, TX 76302

**.2** Consultants

Design-Builder to provide all necessary consultants, such as MEP Engineers, Structural Engineer, and Civil Engineer. Selection of consultants is at the discretion of the Design-Builder with no requirement for specific firm(s) by the Owner.

**.3** Contractors

Selection of sub-contractors is at the discretion of the Design-Builder with no requirement for specific sub-contractors by the Owner.

**§ 1.1.9** Additional Owner's Criteria upon which the Agreement is based:

*(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)*

N/A

**§ 1.1.10** The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 1.1.10.1** If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

**§ 1.1.11** If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

**§ 1.1.12** If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

**§ 1.2 Project Team**

**§ 1.2.1** The Owner identifies the following representative in accordance with Section 7.1.1:

*(List name, address and other information.)*

Christopher Fain, Director of Maintenance  
Wichita Falls ISD  
P.O. Box 97533  
Wichita Falls, TX 76307

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:  
(List name, address and other information.)

N/A

§ 1.2.3 The Owner will retain the following consultants and separate contractors:  
(List discipline, scope of work, and, if known, identify by name and address.)

N/A

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:  
(List name, address and other information.)

Gary Baker, Owner/Architect  
Gary Baker Construction and GBA Architects, LLC  
4309 Old Jacksboro Hwy., Ste. D  
Wichita Falls, TX 76302

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

### § 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: (Specify)

### § 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 **The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

**§ 1.4.5 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

**§ 1.4.6 Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

**§ 1.4.7 Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 1.4.8 Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

**§ 1.4.9 Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

**§ 1.4.10 Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

**§ 1.4.11 Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

**§ 1.4.12 Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

**§ 1.4.13 Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

**§ 1.4.14 Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

**§ 1.4.15 Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

## **ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS**

### **§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment**

**§ 2.1.1** Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

*(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*

*This paragraph waived by the Design-Builder at request of the Owner.*

**§ 2.1.2** The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

N/A. Hourly Rates will not be utilized by either the Design-Builder, its consultants, or its subcontractors. All rates for services will be incorporated into the Cost of Work. Any work by the Design-Builder, its consultants, or its subcontractors associated with added Scope of Work items will be completed following negotiation and approval of an official Change Order.

*(Table deleted)*

**§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment**

**§ 2.1.3.1** Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

**§ 2.1.3.2** For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of fifteen percent ( 15 %) of the expenses incurred.

**§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment**

**§ 2.1.4.1** Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

*(Insert rate of monthly or annual interest agreed upon.)*

Balances not in dispute and unpaid in excess of thirty (30) days shall bear interest at a rate permitted by Chapter 2251 of the Texas Government Code.

**§ 2.1.4.2** Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

**§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment**

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

**§ 2.2.1** The Contract Sum will be comprised of a construction fee and a design fee. The construction fee is the Cost of Work plus 10% Overhead and 5% Profit. The design fee is 9.5% of the construction fee. The fee identified in Paragraph 2.1.1 above will be credited against the design fee.

**ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT**

**§ 3.1 General**

**§ 3.1.1** The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

**§ 3.1.2** The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

### § 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

### § 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### § 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered

defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **§ 3.1.13 Royalties, Patents and Copyrights**

**§ 3.1.13.1** The Design-Builder shall pay all royalties and license fees.

**§ 3.1.13.2** The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

### **§ 3.1.14 Indemnification**

**§ 3.1.14.1** To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

**§ 3.1.14.2** The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **§ 3.1.15 Contingent Assignment of Agreements**

**§ 3.1.15.1** Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

**§ 3.1.15.2** Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 3.1.15.3** Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

**§ 3.1.16 Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

## ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

### § 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

### § 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

N/A

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

#### § 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

### ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

#### § 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

#### § 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

#### § 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 5.4 Taxes

The project is tax-exempt. Evidence of the Owner's tax-exempt status and a copy of the Owner's tax-exempt certificate shall be provided to the Design-Builder for documentation with consultants, sub-contractors, and suppliers.

#### § 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

#### § 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and

- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

**§ 5.6.3** The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

### **§ 5.7 Key Personnel, Contractors and Suppliers**

**§ 5.7.1** The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

**§ 5.7.2** If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3** Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3.1** If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

**§ 5.7.4** Workers on site while students are present, who are not accompanied by District staff, will need to submit for a background check and be fingerprinted. Workers may not be unaccompanied until a favorable check has been returned. If no students are present (i.e., during summer break) the requirement for a background check and fingerprinting does not apply. This paragraph is applicable to ALL personnel employed by the Design/Builder, its consultants, its subcontractors, or its other assigns.

### **§ 5.8 Documents and Submittals at the Site**

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

### **§ 5.9 Use of Site**

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

### **§ 5.10 Cutting and Patching**

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be

unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

#### **§ 5.11 Cleaning Up**

**§ 5.11.1** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 5.11.2** If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

#### **§ 5.12 Access to Work**

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

#### **§ 5.13 Construction by Owner or by Separate Contractors**

##### **§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 5.13.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

**§ 5.13.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

**§ 5.13.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

**§ 5.13.1.4** Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

#### **§ 5.14 Mutual Responsibility**

**§ 5.14.1** The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

**§ 5.14.2** If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

**§ 5.14.3** The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner

shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

### § 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

## ARTICLE 6 CHANGES IN THE WORK

### § 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

### § 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of

such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### § 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

## § 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

### § 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

### § 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

### § 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

## **ARTICLE 8 TIME**

### **§ 8.1 Progress and Completion**

**§ 8.1.1** Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.1.2** The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

**§ 8.1.3** The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### **§ 8.2 Delays and Extensions of Time**

**§ 8.2.1** If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

**§ 8.2.2** Claims relating to time shall be made in accordance with applicable provisions of Article 14.

**§ 8.2.3** This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

## **ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION**

### **§ 9.1 Contract Sum**

The Contract Sum is stated in the Design-Build Amendment.

### **§ 9.2 Schedule of Values**

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

**§ 9.3.1.1** As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

**§ 9.3.2** Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be

conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

#### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

**§ 9.6.2** The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each

Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

**§ 9.6.3** The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

**§ 9.6.4** The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

**§ 9.6.5** Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

**§ 9.6.7** Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

### **§ 9.7 Failure of Payment**

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

**§ 9.8.2** When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

**§ 9.8.3** Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If

such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

**§ 9.10.5** Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

**§ 10.2.2** The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

**§ 10.2.3** The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable,

and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

**§ 10.2.6** The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

**§ 10.2.7** The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials**

**§ 10.3.1** The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

**§ 10.3.2** Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

### ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

#### § 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

#### § 11.2 Correction of Work

§ 11.2.1 **Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

#### § 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

### § 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of

this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**

**§ 13.1.1** If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

**§ 13.1.2** If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

**§ 13.1.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

**§ 13.1.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 13.1.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

**§ 13.1.6** In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

### **§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment**

#### **§ 13.2.1 Termination by the Design-Builder**

**§ 13.2.1.1** The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

**§ 13.2.1.2** The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

### § 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

### § 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

### § 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

### § 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

#### **§ 14.2 Initial Decision**

**§ 14.2.1** An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

#### **§ 14.2.2 Procedure**

**§ 14.2.2.1 Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

**§ 14.2.2.2 Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

**§ 14.2.3** In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

**§ 14.2.4** If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

**§ 14.2.5** The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 14.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

**§ 14.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 14.2.7** In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 14.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 14.3 Mediation**

**§ 14.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 14.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 14.3.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

### **§ 14.4 Arbitration**

**§ 14.4.1** If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 14.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 14.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**§ 14.4.3** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### **§ 14.4.4 Consolidation or Joinder**

**§ 14.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 14.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 14.4.4.3** The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

### § 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### § 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### § 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

### § 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

## ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds

*(Paragraphs deleted)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Dr. Donny Lee, Superintendent  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
DESIGN-BUILDER (Signature)

Gary Baker, Owner / Architect  
\_\_\_\_\_  
(Printed name and title)

# **Additions and Deletions Report for** **AIA® Document A141® – 2014**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:41:10 ET on 05/08/2024.

## **PAGE 1**

**AGREEMENT** made as of the Fifteenth (15<sup>th</sup>) day of May in the year Two thousand twenty-four (2024).

...

Wichita Falls ISD  
P.O. Box 97533  
Wichita Falls, TX 76307

...

Gary Baker Construction  
4309 Old Jacksboro Hwy., Ste. D  
Wichita Falls, TX 76302

...

WFISD - Hirschi Refresh  
3106 Borton St.  
Wichita Falls, TX 76306

## **PAGE 2**

General update and "refresh" of the former Hirschi High School facility using a Design-Build methodology. The Owner will determine and direct the Design-Builder as to specific areas of the facility for work. Not all parts of the facility will be worked at this time. The scope herein represents the identified work to be completed under the base phase of this contract. Additional modifications may be provided with consent of both parties to incorporate additional work based on available funding and time. Such modifications will be performed by a separate Design-Build Amendment incorporating any such additional work and an agreed-upon adjustment to cost and schedule.

The following general scope items represent the requirements of this base contract phase. The Design-Builder will perform all necessary preliminary, non-destructive site investigation, preparation of all necessary contract documents (including that of any necessary consultants), and all phases of construction for the work as follows:

A. Painting of interior walls. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific areas of the facility to be painted. Within five business days of the walkthrough, the Design-Builder will submit a building plan with the areas to be painted highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that all walls to be painted will be patched and repaired as necessary with texture to match existing, and walls painted with no less than two coats of paint to a Level-4 finish. Any wall requiring a patch will be painted in its entirety from corner to corner to avoid color discrepancies. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

B. Painting of exterior window-infill panels. The Design-Builder will clean, etch, and paint all exterior window-infill panels. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

C. Replace acoustical ceiling tiles. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific rooms and areas selected for new acoustical ceiling tile. Within five business days of the walkthrough, the Design-Builder will submit a building plan with the areas selected to receive new ceiling tiles highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. During replacement, the Design-Builder will repair and/or modify ceiling grids as required to accommodate new tiles. Any new grid utilized should match existing as closely as possible. A single tile selection will be utilized for all areas receiving new acoustical ceiling tile. Color, type, size, and edge of new acoustical tile will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. During construction, the Design-Builder will carefully remove existing ceiling tiles for areas receiving replacement and temporarily store all undamaged tiles for potential re-use in other areas as required.

D. Repair/replace ceiling tiles in rooms/spaces selected to receive new LED lighting (identified under 1.1.1.F below). Unless selected for new acoustical ceiling tiles per item 1.1.1.C. (above), the Design-Builder will remove any existing, damaged acoustical ceiling tiles in all rooms and spaces selected to receive new LED lighting. Inasmuch as possible, the Design-Builder will utilize salvage tiles from spaces worked under 1.1.1.C (above) to replace damaged tiles to match existing ceiling finishes. If it is determined during construction that suitable quantities of salvage materials are not available, then the Design-Builder will submit a change request to the Owner with a proposed solution, including any cost and schedule adjustments necessary.

E. Replace VCT flooring. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific areas of the facility to receive new VCT flooring. Within five business days of the walkthrough, the Design-Builder will submit a building plan with the areas to receive new flooring highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that all floors to be replaced will first be demolished (i.e., remove existing floor tile), the exposed floors will be sanded/ground to remove any residual mastic, a new floorstone skimcoat will be installed to properly level the floor, and new VCT will be installed. Color, finish, size, and patterns of new VCT will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

F. Replace lighting with new LED fixtures. All existing classroom and corridor lighting fixtures and ballasts will be removed and replaced with new LED fixtures. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with the areas to receive new LED lighting highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that the Design-Builder will consult with lighting professionals and determine a minimum number of foot candles required for corridors and classroom areas. Existing lighting circuits and wiring will be modified or replaced as necessary to accommodate a high and low light-level in classrooms. Always-on safety lighting will be incorporated within the new lighting layout as required. Existing switches will be modified as necessary to accommodate the new lighting. Unless specifically requested in-writing by the Owner prior to development of the Design-Build Amendment, the Design-Builder will not utilize a rheostat or dimmer to adjust lighting levels.

G. Remove existing lockers in all corridors. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with the areas of locker-removal highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will remove all existing lockers and infill existing locker openings using 20-ga. 3-5/8" structural steel studs, spaced 14" O.C. with U-Channel top/bottom track. Wall surfaces will be 5/8" thick impact-resistant Type-X fire-rated gypsum board. Tape, bed, texture and paint wall infills to a Level-4 finish. Texture to be a medium orange peel. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

H. Paint glazed corridor walls. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with the glazed areas highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will clean, etch, and prepare the glazed wall

surfaces to receive new paint. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. Paint glazed walls using a minimum of two full and complete coats with touch-up as required to eliminate holidays.

I. Remove steam wall-heaters. The Design-Builder will remove all wall-mounted steam heating units in all classrooms and corridors. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with areas of steam units identified for removal highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. When removing the units, the Design-Builder will cut, cap, and sanitize the steam piping at the floor line. Work should be done prior to replacement of VCT in areas receiving new floor tile. In any area where existing flooring is to remain, the Design-Builder will repair the hole in the floor using new floorstone and repair the existing VCT flooring to match existing as closely as possible.

J. Stairway repairs. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with areas of stairwell repairs highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will remove all existing handrails in stairways and replace with new ADA/TAS-compliant steel handrails. Design-Builder will ensure new handrails meet height, diameter, wall-offset, and extension requirements for ADA/TAS-compliance. Handrails will be textured stainless steel. Patch and repair any existing mounting holes that are not reused for new handrails. The Design-Builder will remove existing stair treads, clean horizontal stair surfaces, and install new homogenous rubber non-slip stair treads with tapered front nosing and smooth easy-clean rear border.

K. Close window openings in Student Center. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with areas of window close-ups highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will infill existing window openings using 20-ga. 3-5/8" structural steel studs, spaced 14" O.C. with U-Channel top/bottom track. Wall surfaces will be 5/8" thick impact-resistant Type-X fire-rated gypsum board. Tape, bed, texture and paint wall infills to a Level-4 finish. Texture to match existing where applicable, otherwise texture will be a medium orange peel. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

L. Remove skylights and perform miscellaneous repairs in the Food Court. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific repairs and work items to be performed within the existing Food Court. A building plan with the repairs and work items identified by tagged notes will be submitted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. In addition to completing these Owner-identified repairs and work items, the Design-Builder will remove existing skylights, frame and close-in the openings, and prepare the roof for patch above. The Design-Builder will frame the opening appropriately based on existing roof structure, remove at least 3'-0" of roofing material in each direction and prepare the roof for proper patch-in, flash/seal of new roof decking and roof surface above to match existing. In order to maintain warranties for the existing roof, which has been recently replaced, the Owner will coordinate for actual roof repairs to be completed by the current warranting contractor after roof prep. The Design-Builder will schedule work accordingly, and it will close in the former skylight openings on the interior building side.

M. Replace exterior auditorium doors. Prior to submittal of the Design-Build Amendment, the Design-Builder will submit a building plan with doors to be replaced highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will remove existing doors, hinges, closers, and hardware then patch, repair, and paint frames to match existing. Install new insulated metal doors with new three-pair stainless steel hinges, new closer, and new brushed-finish stainless steel hardware (ingress side) and stainless-steel emergency panic-bar (egress side). Design-Builder will ensure that all hardware meets ADA/TAS requirements for height, operability, etc. and closers meet ADA/TAS requirements for tension/force. All new exterior doors that lead directly to the outside of the building from the auditorium will be solid metal. All new exterior doors that lead from the auditorium to another space within the building footprint will be metal with a 6"x27" vision-lite glass panel. All new doors will match or exceed the fire-rating of the existing doors that they replace. Doors will be primed and painted to match color of existing doors they replace unless directed otherwise by the Owner prior to development of the Design-Build Amendment.

N. Repaint original gymnasium. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the areas to be painted highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that all walls to be painted will be patched and repaired as necessary with texture to match existing, and walls painted with no less than two coats of paint to a Level-4 finish. Any wall requiring a patch will be painted in its entirety from corner to corner to avoid color discrepancies. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. Paintwork does not include specialty painting such as graphics or striping, or painting of any lockers, exposed piping/ductwork, ceilings, exposed structural roof members, equipment supports, bracing, or mountings, or any athletic surfaces.

O. Select painting in competition gymnasium. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the items and areas to be painted highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that all doors and frames will be patched and repaired as necessary prior to repainting. Color, type, and sheen of paint for doors will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. The Design-Builder will also patch and repair walls as required to match existing color, finish, and sheen. When a wall is patched and repaired it will be painted corner to corner with no less than two coats of paint to avoid color discrepancies. Paintwork does not include specialty painting such as graphics or striping, or painting of any lockers, exposed piping/ductwork, ceilings, exposed structural roof members, equipment supports, bracing, or mountings, or any athletic surfaces.

P. Updates to the former Husky Hut. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the repairs and work items identified by tagged notes. The Owner will return floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will remove and replace the existing ceiling in its entirety using new 2'x2' acoustical ceiling tile and powder-coated steel grid. Color, type, size, and edge of new acoustical tile will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. The Design-Builder will consult with lighting professionals and determine a minimum number of foot candles required for the space based on classroom-use. Existing lighting circuits and wiring will be modified or replaced as necessary to accommodate a high and low light-level. Always-on safety lighting will be incorporated within the new lighting layout as required. Existing switches will be modified as necessary to accommodate the new lighting. Unless specifically requested in-writing by the Owner prior to development of the Design-Build Amendment, the Design-Builder will not utilize a rheostat or dimmer to adjust lighting levels. The Design-Builder will patch and repair all walls as necessary with texture to match existing. Walls will be painted with no less than two coats of paint to a Level-4 finish. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

Q. Miscellaneous interior demolition and repairs. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the repairs and work items identified by tagged notes. The Owner will return floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will remove all existing display and trophy cases throughout the building. Following removal, the Design-Builder will patch and repair walls as necessary with texture to match existing. Walls will be corner to corner painted with no less than two coats of paint to a Level-4 finish. Display and trophy case removal should be done prior to replacement of VCT in areas receiving new floor tile. In any area where existing flooring is to remain, the Design-Builder will repair the floor using new floorstone and repair the existing VCT flooring to match existing as closely as possible. The Design-Builder will coordinate Owner-accomplished demolition to occur as appropriate to avoid schedule disruptions. The Owner will remove and replace selected marker-boards and televisions within the facility. Any new damages caused by the Owner's workers will be identified for repair by the Owner or by repair by the Design-Builder as a change in the scope of work. Additionally, the Design-Builder will carefully demolish and remove all existing interior planters and dirt/sod within. In any location where the planters may connect to the building walls, the Design-Builder shall carefully demolish the planters and repair to match existing finish color, texture, and materials as closely as possible. If during demolition, it is determined that planters were filled (or partially filled) with atypical materials such as concrete, stone, flowable fill, etc., the Design-Builder will promptly notify the Owner and propose a suggested method of remediation as a change in the scope of work.

R. Miscellaneous exterior demolition and repairs. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the repairs and work items identified by tagged notes. The Owner will return floorplan with approval, and any necessary adjustments marked, within two business days. The Owner will remove selected landscaping included shrubs, trees, etc. The Design-Builder will coordinate the schedule with the Owner's workers to ensure shrubs adjacent to the building are removed with sufficient time prior to the Design-Builder's scheduled painting of the exterior window-infill panels (refer to 1.1.1.B above). The Design-Builder will coordinate Owner-accomplished demolition to occur as appropriate to avoid schedule disruptions.

S. Perform miscellaneous repairs in the Band Hall. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific repairs and work items to be performed within the existing Band Hall (such as flooring replacement, lighting replacement, and door/hardware replacement). Within fifteen business days of the walkthrough, the Design-Builder will identify repairs and work items to be performed within the existing Band Hall. A building plan with the repairs and work items identified by tagged notes will also be submitted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. In addition to completing these Owner-identified repairs and work items, the Design-Builder will remove and dispose of existing cabinets and lockers in the Hirschi Band Hall. The Owner's staff will remove existing cabinets and lockers from the Band Hall at the former Kirby Middle School, transport, and reinstall those items in the Hirschi Band Hall. The Design-Builder will modify walls within the Hirschi Band Hall as required to accommodate the relocated cabinets and lockers and frame and close-in/infill any remaining openings. The Design-Builder will not infill existing cabinet/locker openings in the former Kirby Middle School – this work will be completed by WFISD personnel. All infills of existing cabinet or locker openings at Hirschi Band Hall will be made using 20-ga. 3-5/8" structural steel studs, spaced 14" O.C. with U-Channel top/bottom track. Wall surfaces will be 5/8" thick impact-resistant Type-X fire-rated gypsum board. Tape, bed, texture and paint wall infills to a Level-4 finish. Texture to match existing where applicable, otherwise texture will be a medium orange peel. Following cabinet and locker replacement and infill work, the walls in the Band Hall will be patched and repaired, then repainted. Peg boards in the Band Hall will be cleaned and painted. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days. Additionally, the Design-Builder will remove existing carpeting from the Band Hall floors, clean and prep the floor surface beneath, and install new carpet. Color, weight, backing, and texture of new carpeting will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

T. Perform miscellaneous improvements connecting B-Wing to Band Hall. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific repairs and work items to be performed at the connection of the B-Wing to the Band Hall. Within fifteen business days of the walkthrough, the Design-Builder will identify repairs and work items to be performed. A plan with the repairs and work items identified by tagged notes will also be submitted. The Owner will return the plan with approval, and any necessary adjustments marked, within two business days. In addition to completing these Owner-identified repairs and work items, the Design-Builder will install an enclosing fence for security. The fence will be black rubber-coated chain link and 8'-0" high. Fence will be installed in a continuous concrete footer 12" wide and 12" deep. Footer at posts will be 36" deep with posts extending accordingly. Posts will be set no less than 24" deep at footer and painted using a gloss black enamel to match the fencing material. The Design-Builder will remove any existing connecting flatwork and install a new concrete sidewalk between the B-Wing and the Band Hall. The sidewalk will be 5'-0" wide and 6" deep with #3 rebar each way. Sidewalk will be doweled into the foundation at each building. Sidewalk will be designed for compliance with all ADA/TAS requirements including slopes and cross-slopes.

U. Perform miscellaneous improvements connecting gym to athletics fields. Prior to development of the Design-Build Amendment, the Owner and Design-Builder will perform a joint facility walkthrough. The Owner will identify specific repairs and work items to be performed at the connection of the gym to the athletics fields. Within fifteen business days of the walkthrough, the Design-Builder will identify repairs and work items to be performed within the connection area. A plan with the repairs and work items identified by tagged notes will also be submitted. The Owner will return the plan with approval, and any necessary adjustments marked, within two business days. In addition to completing these Owner-identified repairs and work items, the Design-Builder will install an enclosing fence for security. The fence will be black rubber-coated chain link and 8'-0" high. Fence will be installed in a continuous concrete footer 12" wide and 12" deep. Footer at posts will be 36" deep with posts extending accordingly. Posts will be set no less than 24" deep at footer and painted using a gloss black enamel to match the fencing material.

V. Replace carpet on risers in choir room. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the items and areas of risers to be recarpeted highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The expectation is that the Design-Builder will remove existing carpeting from the risers in the choir room, clean and prep the floor surface beneath, and install new carpet. Color, weight, backing, and texture of new carpeting will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

W. Infill walls of old elevator spaces. Prior to development of the Design-Build Amendment, the Design-Builder will submit a building plan with the items and areas of risers to be recarpeted highlighted. The Owner will return the floorplan with approval, and any necessary adjustments marked, within two business days. The Design-Builder will first ensure that all electrical services and plumbing into the old elevator shaft are cut, capped, and sanitized on the outside of the shaft wall. The Design-Builder will then infill the existing shaft openings using 16-ga. 3-5/8" structural steel studs, spaced 12" O.C. with U-Channel top/bottom track. Wall surfaces will be 5/8" thick impact-resistant Type-X fire-rated gypsum board. Tape, bed, texture and paint wall infills to a Level-4 finish. Texture to be a medium orange peel. Color, type, and sheen of paint will be submitted by the Design-Builder for final approval/selection by the Owner. Because time is of the essence, the Owner will return such approval/selections within two business days.

**PAGE 7**

The Design-Builder will prepare all documents necessary for submission and approval to Authorities Having Jurisdiction (AHJ) including the City of Wichita Falls or the State of Texas (for TAS). Additionally, the Design-Builder will prepare construction documents as required to adequately relate intent of work to the tradespeople performing work on-site, such as typical lighting plans, reflected ceiling plans, or annotated floor plans. Furthermore, the Design-Builder will prepare drawings as required to obtain necessary Owner approvals, such as annotated floorplans as identified in Paragraph 1.1.1 above, interior elevations if necessary to convey information to the Owner, or typical diagrams of floor patterns for VCT installation.

...

The project encompasses selected elements of the existing Hirschi campus located at 3106 Borton St. in Wichita Falls, TX. The Owner will provide any available construction drawings and CAD files that it has available for use by the Design-Builder. Such documents are provided as informational only. It remains the Design-Builder's responsibility to verify all dimensions on-site during development of necessary drawings and specifications prior to submittal of the Design-Build Amendment. (This is limited to investigation by non-destructive means.)

The Owner will provide copies of all existing HAZMAT testing and reporting documents, including asbestos, lead-based paint, underground storage tanks, etc.

**PAGE 8**

N/A

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N/A

...

An available budget has not been determined. The Owner will provide its budget for the Work to the Design-Builder within 30-days of approval of this Design-Build Agreement. The Design-Builder should reference this budget and identify areas of potential cost concern prior to submittal of the Design-Build Amendment. If the Design-Builder identifies concerns, alternative construction methods should be proposed with the Design-Build Amendment with accompanying cost adjustments noted. The Design-Builder should also identify a list of items which could be deleted with accompanying costs noted. No alternative or deletion should be proposed that sacrifices student safety in any way – this is of particular concern at areas of wall infill.

...

March 4, 2024 – Construction meeting with WFISD team.  
March 8, 2024 – Design-Build Agreement signed.  
March 11, 2024 – Start exterior painting.  
March 11 – April 4 – Design-Builder mobilization, preliminary submittals (bonds, insurances, etc.), and initial site investigation.  
April 5, 2024 – Owner-provided information due to Design-Builder (drawings, CADs, HAZMAT reports).  
April 8, 2024 – Owner and Design-Builder Joint Facility Walkthrough.

...

April 30, 2024 – Design-Builder Proposal submitted to Owner.  
May 6, 2024 – WFISD Board Approval of Design-Builder Proposal.  
May 7, 2024 – Signed/Countersigned Approval of Design-Builder Proposal executed.

...

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May 28, 2024 – Design-Builder has full control of facility for performance of the Work.

August 7, 2024 – Design-Builder Substantial Completion date.

...

August 8, 2024 – Staff Development begins on-campus.

...

GBA Architects, LLC  
4309 Old Jacksboro Hwy., Ste. D  
Wichita Falls, TX 76302

Design-Builder to provide all necessary consultants, such as MEP Engineers, Structural Engineer, and Civil Engineer. Selection of consultants is at the discretion of the Design-Builder with no requirement for specific firm(s) by the Owner.

...

Selection of sub-contractors is at the discretion of the Design-Builder with no requirement for specific sub-contractors by the Owner.

...

N/A

...

Christopher Fain, Director of Maintenance  
Wichita Falls ISD  
P.O. Box 97533  
Wichita Falls, TX 76307

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N/A

...

N/A

...

Gary Baker, Owner/Architect  
Gary Baker Construction and GBA Architects, LLC  
4309 Old Jacksboro Hwy., Ste. D  
Wichita Falls, TX 76302

...

[  ] Litigation in a court of competent jurisdiction

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*This paragraph waived by the Design-Builder at request of the Owner.*

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N/A. Hourly Rates will not be utilized by either the Design-Builder, its consultants, or its subcontractors. All rates for services will be incorporated into the Cost of Work. Any work by the Design-Builder, its consultants, or its subcontractors associated with added Scope of Work items will be completed following negotiation and approval of an official Change Order.

**Individual or Position**

**Rate**

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of fifteen percent ( 15 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

%—Balances not in dispute and unpaid in excess of thirty (30) days shall bear interest at a rate permitted by Chapter 2251 of the Texas Government Code.

...

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

§ 2.2.1 The Contract Sum will be comprised of a construction fee and a design fee. The construction fee is the Cost of Work plus 10% Overhead and 5% Profit. The design fee is 9.5% of the construction fee. The fee identified in Paragraph 2.1.1 above will be credited against the design fee.

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N/A

PAGE 18

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. project is tax-exempt. Evidence of the Owner's tax-exempt status and a copy of the Owner's tax-exempt certificate shall be provided to the Design-Builder for documentation with consultants, sub-contractors, and suppliers.

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§ 5.7.4 Workers on site while students are present, who are not accompanied by District staff, will need to submit for a background check and be fingerprinted. Workers may not be unaccompanied until a favorable check has been returned. If no students are present (i.e., during summer break) the requirement for a background check and fingerprinting does not apply. This paragraph is applicable to ALL personnel employed by the Design/Builder, its consultants, its subcontractors, or its other assigns.

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.4 — AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed

.5 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.6 — Other:

...

Dr. Donny Lee, Superintendent

Gary Baker, Owner / Architect

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Gary Baker, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:41:10 ET on 05/08/2024 under Order No. 4104242154 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 2024**

**Agenda Item:** Three Middle School Recommendation for 25-26 SY

**Administrator Responsible:** Dr. Peter Griffiths, Associate Superintendent

**Presentation:**

Action Needed     Future Action     Presentations     Report

**Administrative Information:**

That the Wichita Falls Independent School District Board of Trustees approve the recommendation of the three Middle School option for the 25-26 school year, as submitted by Dr. Peter Griffiths, Associate Superintendent, and recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation**

As the district continues to consolidate and close campuses, per the five year “very aggressive” plan, the district recommends the usage of the following campuses as Middle Schools for the 25-26 School Year, as well as the elementary feeder patterns. This will finalize attendance zones for the coming years with 95% of the elementary students following the same feeder pattern from elementary to high school.

Legacy High School:

- Hirschi Middle School
  - Sheppard Elementary School
  - Burgess Elementary School
  - Washington Elementary School
  - Scotland Park Elementary School (1/2)
  - Southern Hills Elementary School
- Barwise Middle School
  - Fain Elementary School
  - Franklin Elementary School
  - Milam Elementary School
  - Cunningham Elementary School

Memorial High School

- Rider Middle School
  - Zundy Elementary School
  - Crockett Elementary School
  - West Elementary School
  - Scotland Park Elementary School (1/2)
  - Fowler Elementary School
  - Jefferson Elementary School

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 2024**

<b>Agenda Item:</b>	UIL Homeschool Participation		
<b>Administrator Responsible:</b>	Scot Hafley, Executive Director of Operations		
<b>Attachments:</b>	UIL documents		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input checked="" type="checkbox"/> Presentation	<input type="checkbox"/> Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees consider approving UIL Homeschool Participation as submitted by Scot Hafley, Executive Director of Operations, and recommended by Dr. Donny Lee, Superintendent.

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 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**

Alexander, Melinda-Teacher, Franklin, Last Day 5/24/24  
Gound, Melissa-Instructional Coach, Jefferson, Last Day 5/24/24  
Griffiths, Peter-Associate Superintendent, Ed Center, Last Day 6/28/24  
Latimer, Melanie-Teacher, Parents as Teachers, Last Day 6/28/24

**Clerical/Auxiliary/Support**

Bodling, Cheryl-Aide Brook Village, Last Day 5/24/24  
Sinclair, Starlet-Secretary, Crockett, Last Day 6/14/24

**Letters of Resignation:**

**Professionals**

Bloomfield, Danielle-Teacher Scotland Park, Last Day 5/24/24  
Brooks, Chantel-Teacher, Booker T Washington, Last Day, 5/24/24  
Burross, Pamela-Teacher, Barwise, Last Day 5/24/24 (retire/rehire 1 yr. only)  
Chavez, Jena-Diagnostician, Ed Center, Last Day 5/31/24  
Ezzell, Paige-Teacher, Milam, Last Day 5/24/24  
Gehling, Jennifer-Teacher, Kirby, Last Day 5/24/24  
Griffin, Dana-Teacher, Burgess, Last Day 5/24/24  
Hanes, Jaci-Teacher, Booker T Washington, Last Day 5/24/24  
Hernandez, Meredith-Teacher, Cunningham, Last Day 5/24/24  
Hodges, Shelby-Teacher, Sheppard, Last Day 5/24/24  
Hudson, Lara-Teacher, Barwise, Last Day 5/24/24  
Hughes, Sharla-SLP, Ed Center, Last Day 5/24/24  
Hughes-Rankin, Amber-Teacher, Denver, Last Day 5/24/24  
\*Isenberg, Catalina-Teacher, Kirby, Last Day 5/24/24  
Kliewer, Chase-Teacher, Barwise, Last Day 5/24/24  
Lewis, Nia-Teacher, Kirby, Last Day 5/24/24

Li, Tara-College & Career Advisor, Rider, Last Day 5/31/24  
Lopez-Perkins, Angelica-Teacher, Fain, Last Day 5/24/24  
\*McCain, Abigail-Teacher, Kirby, Last Day 5/24/24  
Newberry, Melissa-Speech Language Pathologist, Ed Center, Last Day 5/25/24  
Norton, Shonna-Director Social & Emotional Services, Ed Center, Last Day 6/30/24  
Nunez, Eduardo-Teacher/Coach, WFHS Last Day 5/24/24  
Paris-Toulon, Alefia-Director, Special Education, Ed Center, Last Day 6/28/24  
Persinger, Lyndi-Teacher, Brook Village, Last Day 5/24/24  
Purdy, Donald-Teacher, Rider, Last day 5/24/24 (retire/rehire 1 yr. only)  
Raeke Desiree-Teacher, Burgess, Last Day 5/24/24  
Ray, Heather-Teacher, McNeil, Last Day 5/24/24  
Russell, Brianna-Teacher, Fowler, Last Day 5/24/24  
Tedford, Mindy-Instructional Coach, Southern Hills, Last Day 5/24/24  
Waugh, Taylor- SPED Counselor, Ed Center, Last Day 5/25/24  
Weary, Brittany-Teacher, Cunningham, Last Day 5/24/24  
Wetzel, Laura-Teacher, Fain, Last Day 5/24/24  
Wildman, Trevor-Teacher, Rider, Last Day 5/24/24

\*Certification (Testing) not completed

### **Clerical/Auxiliary/Support**

Anjum, Jaweria- Aide, Rider, Last Day 5/24/24  
Davies, Chelsea- Aide, Sheppard, Last Day 5/24/24  
Goad, Charles, Support Tech, Technology, Last Day 4/12/24  
Landwehr, Missy- Aide, Haynes HS, Last Day 4/12/24  
MacGirvin, Jaycee-Aide, West, Last Day 5/24/24  
Manriquez, Amber-Secretary, Ed Center, Last Day 6/28/24  
McGarvey, Laura- LVN, Sheppard, Last Day 5/24/24  
Sims, Barbara-Secretary, Parents as Teachers, Last Day 6/28/24  
Smith, Christopher-Groundskeeper, Athletics, Last Day 4/26/24  
Vazquez, Elsie-Secretary, Brook Village, Last Day 6/14/24  
Ward, Katelyn-Aide, Milam, Last Day 5/24/24

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**May 14, 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**

**May 14, 2024**

**CERTIFIED APPLICANT POOL**

<b>Name</b>	<b>Certification</b>	<b>University</b>	<b>Yrs of Exp</b>	<b>Position/Assignment</b>	<b>Previous District</b>
Cooper, Caroline	Core Subjects w/STR Grades (EC-6)	Midwestern State University Bachelor's	1	Teacher Franklin Elementary	WFISD
Rice, Shawn	Core Subjects Grades (EC -6) Core Subjects Grades (4-8) Math Mathematics Grades (7-12)	Western Governors University Bachelor's	7	Teacher Memorial High School	Archer City ISD

*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*

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Martin, Shay	Generalist Grades (EC-6) English as a Second Language Supplemental Grades (EC-6)	Arlington Baptist University Bachelor's	7	Teacher Booker T. Washington Elementary Replacing Kathleen Stutzman (in district transfer)	City View ISD
Allen, Bradley	Special Education Grades (EC-12) Social Studies Grades (8-12) Secondary History Grades (6-12) Secondary PE Grades (6-12) Principal Grades (EC-12)	Oklahoma City University Bachelor's University of Texas - Tyler Master's	25	Life 18+ Teacher Legacy High School Replacing Monica Bobo	Vernon ISD

*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*

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Myers, Jerry	Special Education Grades (EC-12) Physical Education Grades (EC-12) Agriculture Science & Technology Grades (6-12) All Level Music Grades (EC-12) Bilingual Generalist German Grades (4-8)	American Public University Bachelor's & Master's	12	Inclusion Teacher/Coach Legacy High School Replacing Nia Lewis (in district transfer)	Killeen ISD
Wehmeyer, Valerie	LOTE Grades (EC-12) Core Subjects w/STR Grades (EC-6) Bilingual Education Supplemental Grades (EC-12)	Austin College Bachelor's Texas Tech University Master's	3	Teacher Fain Elementary Replacing Delaney Hilbers	WFISD

*Asterisk indicates Contract Addendum Required. See key below.*

*\* Enrolled in an Alternative Certification Program*

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

*\*\*\*Emergency Permit*

*\*\*\*\* Non-Renewal Permit*

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Stanfill, Madison	Core Subjects Grades (EC-6) ESL Supplemental Grades (EC-12) Master Reading Teacher Grades (EC-12)	Midwestern State University Bachelor's Sam Houston State University Master's	7	Dyslexia Teacher McNiel Middle School Replacing Sara Tayntor	City View ISD
Leger, Sandra	Generalist Grades (4-8) Principal Grades (EC-12) ESL Grades (EC-12)	Midwestern State University Bachelor's Lamar University Master's	13	Assistant Principal Booker T. Washington Replacing Stacy Brown (in-district transfer)	Petrolia ISD

*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*

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Hutchins, Kara	PE Grades (1-8) ESL Supplemental Grades (1-8) Self Contained Elementary Grades (1-8)	Midwestern State University Bachelor's	19	PE Teacher Burgess Elementary Replacing Amy Garcia	Henrietta ISD
Blassingame, Sherri	Composite Science Grades (6-12) Secondary Biology Grades (6-12) Secondary Chemistry Grades (6-12)	Midwestern State University Bachelor's Western Governors University Master's	24	Education & Training Teacher Career Education Center (Added Position)	Holliday ISD

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*\*\*\*Emergency Permit*

*\*\*\*\* Non-Renewal Permit*

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Oliver, Michelle	Generalist Grades (EC-6) Generalist Grades (EC-4) School Counselor Grades (EC-12) Science Grades (7-12) ESL Supplemental Grades (EC-12)	West Texas A&M University Bachelor's Lamar University Master's	14	Academic Counselor McNiel Middle School Replacing Polly Birkhead	Holliday ISD
Alfert, Carl	Theater Grades (EC-12)	Midwestern State University Bachelor's	1	Theater Arts Director Hirschi Middle School	WFISD
Dean, Tina	Core Subjects w/STR Grades (EC-6)	Midwestern State University Bachelor's	2	Teacher Cunningham Elementary	WFISD

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*\*\*\*\* Non-Renewal Permit*

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Hott, Koby	Special Education Grades (EC-12)	Midwestern State University Bachelor's	2	Special Education Teacher/Coach Legacy High School	WFISD
Brown, Brittney	Agriculture, Food & Natural Resources Grades (6-12)	Texas Tech University Bachelor's (May Graduate)	NA	CTE Industrial Trades Teacher Memorial High School Replacing Christopher Rivard	NA
**Franklin, Kamryn	Core Subjects w/ STR Grades (EC-6)	Midwestern State University Bachelor's (December Graduate)	NA	Teacher Jefferson Elementary Replacing Estafania Gonzales	NA

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*\*\*\*Emergency Permit*

*\*\*\*\* Non-Renewal Permit*

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Zimmerman, Jocelyn	Core Subjects w/STR Grades (EC-6) Core Subjects w/STR Grades (4-8) Special Education Grades (EC-12)	Oklahoma University Bachelor's Midwestern State University Master's	3	BAC Teacher Scotland Park Elementary Replacing Pearl Zimmerman (in-district transfer)	Burkburnett ISD
Moseley, Setira	Core Subjects w/STR Grades (EC-6)	Midwestern State University Bachelor's Grand Canyon University Master's	2	ELAR Teacher Jefferson Elementary Replacing Kari Sewell	Vernon ISDmyers
James, Heather	Core Subjects w/STR Grades (EC-6) ESL Grades (EC-6)	Kansas State University Bachelor's	8	Teacher Burgess Elementary Replacing Amanda Cook	Princeton ISD

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*\*\*\*Emergency Permit*

*\*\*\*\* Non-Renewal Permit*

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Ehрсam, Sarah	Health Science Grades (6-12)	The Master's University and Seminary Bachelor & Master's	1	Teacher Career Education Center Replacing herself (testing)	WFISD
***Randolph, Harold	Music Grades (EC-12)	Oklahoma Baptist University Bachelor's	NA	Assistant Band Director Legacy High School Replacing Chase Kliewer	NA

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*\*\*\*\* Non-Renewal Permit*

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Polk, Shana	Elementary Self Contained Grades (1-8) Elementary English Grades (1-8) ELAR Grades (8-12)	Midwestern State University Bachelor & Master's	28	Teacher Hirschi Middle School Replacing Cary Vanarsdall (in-district transfer)	City View ISD
Carr, Jamie	Secondary English Grades (6-12) Secondary Health Grades (6-12) Secondary PE Grades (EC-12) Principal Grades (EC-12) Superintendent Grades (EC-12)	Midwestern State University Bachelor's Lamar University Master's	25	Director of Secondary Curriculum Ed Center Replacing Laurie Kinne (in-district transfer)	NA

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*\*\*\*Emergency Permit*

*\*\*\*\* Non-Renewal Permit*

<b>Name</b>	<b>Certification</b>	<b>University</b>	<b>Yrs of Exp</b>	<b>Position/Assignment</b>	<b>Previous District</b>
Newman, Jessica	Special Education Grades (PK-12)	Midwestern State University Bachelor's	1	Special Education Teacher Burgess Elementary Replacing herself (testing)	WFISD
**Salazar, Aubrey	Core Subjects Grades (EC-6)	Midwestern State University Bachelor's (May Graduate)	NA	ELAR Teacher Fowler Replacing Kristi Moffett (in-district transfer)	NA
***Brown, Sean	Life Sciences Grades (7-12)	Midwestern State University Bachelor's	1	Teacher Legacy High School Replacing Trevor Wildman	WFISD
Storey, Jennifer	Generic Special Education Grades (1-8) Elementary Self Contained Grades (1-8)	Midwestern State University Bachelor's Lamar University Master's	24	Special Education Inclusion Teacher Hirschi Middle School Replacing Catalina Isenberg	Burkburnett ISD

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<b>Name</b>	<b>Certification</b>	<b>University</b>	<b>Yrs of Exp</b>	<b>Position/Assignment</b>	<b>Previous District</b>
***Cline, Shiloh	Core Subjects w/STR Grades (EC-6)	Midwestern State University Bachelor's	1	Teacher Booker T. Washington Bethany Horschler (in-district transfer)	Burkburnett ISD
***Goodson, Amanda	Core Subjects w/STR Grades (EC-4)	Austin College Bachelor's	3	Teacher Burgess Elementary Replacing Desiree Raeke	Georgetown ISD
Bartley, David	NA	Vernon Junior College Associate's	NA	Industrial Trades/Plumbing Teacher Career Education Center Replacing Danny Cozby	NA
**Crane, Carlee	Core Subjects w/STR Grades(EC-6) ELAR Grades (4-8)	Midwestern State University Bachelor's (May Graduate)	NA	ELAR Teacher Zundy Elementary Replacing Connie Newsome	NA

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Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Birk, Patrick	Secondary Biology Grades (6-12) Physical Education Grades (EC-12)	Midwestern State University Bachelor's	26	Technology Application Teacher Tennis Coach Hirschi Middle School Replacing Kent Jackson	Burkburnett ISD
Thompson, Nicole	Generalist Grades (EC-4) Science Grades (4-8) ESL Supplemental Grades (EC-4)	Stephen F. Austin University Bachelor's	14	Teacher Sheppard Elementary Replacing Meredith Hernandez	Ferris ISD
McClendon, Morgan	Core Subjects w/STR Grades (EC-6)	Texas A&M University Bachelor's & Master's	2	Teacher Scotland Park Elementary Replacing Stacie Watson (in-district transfer)	Bryan ISD

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*\*\*\*Emergency Permit*

*\*\*\*\* Non-Renewal Permit*

<b>Name</b>	<b>Certification</b>	<b>University</b>	<b>Yrs of Exp</b>	<b>Position/Assignment</b>	<b>Previous District</b>
Fournier, Kaitlyn	Core Subjects Grades (EC-6) ESL Supplemental Grades (EC-12)	Midwestern State University Bachelor's	5	Teacher Burgess Elementary Replacing Holly Lucas	Dexter
**Teitelbaum, Kaela	Core Subjects w/STR Grades (EC-6)	Pittsburg State University Bachelor's	NA	Teacher Burgess Elementary Replacing Chasiti Richardson	NA
*Leach, Shanice	Core Subjects w/STR Grades (EC-6)	University of Hawaii Bachelors Western Governor's University Master's	4	Teacher Franklin Elementary Replacing Abby Love	Hawaii Department of Education
Lopez, Michael	Core Subjects Grades (EC-6) ESL Supplemental Grades (EC-6)	University of Maryland Bachelor's Mary Hardin Simmons Master's	5	Teacher Barwise Middle School Replacing Penny Wilson	Thrall ISD

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*\*\*\*Emergency Permit*

*\*\*\*\* Non-Renewal Permit*

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Becker, Eli	Social Studies Grades (7-12)	Midwestern State University Bachelor's	1	Teacher/Coach McNeil Middle School Replacing himself (certification)	WFISD
Carr, Laura	Principal Grades (EC-12) PE Grades (EC-12) Secondary PE Grades (6-12) Secondary Health Grades (6-12) Secondary Biology Grades (6-12) Science Grades (8-12) Science Grades (4-8)	Midwestern State University Bachelor's  Lamar University Master's	23	Assistant Principal West Foundation Replacing Scott Boswell	Clyde ISD

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*\*\*\*\* Non-Renewal Permit*

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION**

**May 14, 2024**

**Contract Change**

<b>Name</b>	<b>Current Contract</b>	<b>Current Position</b>	<b>New Contract</b>	<b>New Position</b>
Athley, Makayla	Teacher	Elementary Teacher	Certified Professional	Diagnostician
Johnston, Pamela	Teacher	Secondary Teacher	Certified Professional	Diagnostician
Barton, Carol Michelle	Certified Professional	Restorative Practices Specialist Ed Center	Teacher	BASE Teacher Fowler Elementary
Prickett, Britney	Teacher	Elementary Teacher	Certified Professional	Social and Emotional Counselor McNiel Middle School

*Asterisk indicates Contract Addendum Required. See key below.*

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*\*\*\*Emergency Permit*

*\*\*\*\* Non-Renewal Permit*

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION**

**May 14, 2024**  
**Contract Change**

Name	Current Contract	Current Position	New Contract	New Position
Myers, Shannon	Teacher	Elementary Teacher	Certified Professional	Academic Counselor Barwise Middle School
Moffett, Kristi	Teacher	Elementary Teacher	Certified Professional	Student Support Counselor Barwise Middle School

*Asterisk indicates Contract Addendum Required. See key below.*

- \* Enrolled in an Alternative Certification Program*
- \*\* One-year out-of state Certification*
- \*\*\*Emergency Permit*
- \*\*\*\* Non-Renewal Permit*

**WICHITA FALLS ISD BOARD OF TRUSTEES  
MAY 14, 2024**

<b>Agenda Item:</b>	Minutes		
<b>Administrator Responsible:</b>	Dr. Donny Lee, Superintendent of Schools		
<b>Attachments:</b>	Minutes of Work Session, April 9, 2024 Minutes of Work Session, April 10, 2024 Minutes of Regular Meeting, April 15, 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 April 9, 2024, the Work Session on April 10, 2024 and the Regular Meeting on April 15, 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 APRIL 9, 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, Mr. Mark Lukert, Mr. Dale Harvey, Ms. Diann Scroggins 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. Deb Dipprey, Executive Director of School Administration, Chief Anthony Smith, WFISD Police, Mr. Scot Hafley, Executive Director of Operations, Ms Trish Potts, Internal Auditor, Mr. Shannon Troester, Records, Textbooks and Fixed Assets Manager, and Mr. Grant Freeman, Director of Athletics.

Also present: Mr. David Potter, Architect with DP4 Consult and Huckabee, Inc., Tanja Robinson, 2022 Class Member Leadership Wichita Falls, Rusty Downs, Chair, Leadership Wichita Falls.

***INVOCATION:***

Ms. Sandy Camp gave the invocation.

***PUBLIC COMMENT:***

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. McGregor asked Mr. Potter about the road at Midwestern Pkwy leading to Legacy High School. He stated it was not a priority at this time because there are other accesses. She also asked him to clarify “natural vegetation”. Mr. Potter stated that it was areas not sodded with grass and will be left to grow as is.

***FINANCIAL SERVICES:***

**FINANCIAL REPORTS AS OF February 29, 2024**

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.

Carried unanimously by a vote of 7-0

**BUDGET AMENDMENTS FOR MARCH 2024**

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

Carried unanimously by a vote of 7-0

## ***SCHOOL ADMINISTRATION***

### **2024-2025 TEKS CERTIFICATION**

Mr. Shannon Troester, Records, Textbooks and Fixed Asset Manager, requested that the Wichita Falls Independent School District Board of Trustees approve the Certification of Provision of Instructional Materials form for school year 2024-2025 as submitted by Debbie Dipprey, Executive Director of School Administration and as recommended by Dr. Donny Lee Superintendent of Schools. Beginning in the 2011-2012 fiscal year, Senate Bill 6 created an Instructional Materials Allotment (IMA), formerly known as the textbook allotment, for the purchase of instructional materials, technological equipment and technology-related services. This bill changed the process for receiving textbooks and instructional technology funds.

In accordance with Texas Education Code, §31.004, local education agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the Commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, in accordance with 19 Texas Administrative Code (TAC) §66.105, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C). The TEKS Certification of Provision of Instructional Materials 2024–25 Survey includes a section to allow LEAs to certify they meet this requirement.

Beginning 21-22 school year TEA started requiring the District to list materials being used to meet the TEKS instructional requirement.

All purchases which are funded through state IMTA funds, may only be spent on student or teacher materials, technology equipment or technology-related services.

This item will be placed on the agenda for the regular meeting on April 15, 2024

### **IMTA ELAR CURRICULUM DISPOSITION**

Mr. Shannon Troester, Records, Textbooks and Fixed Asset Manager, requested that the Wichita Falls Independent School District Board of Trustees approve the disposal of English and Language Arts Instructional Materials purchased with Instructional Material & Technology Allotment funds as submitted by Peter Griffiths, Associate Superintendent and as recommended by Superintendent Dr. Donny Lee.

The District is replacing its current Elementary ELAR Instructional Materials (purchased under Proc 2019 and purchased in FY 19) with Amplify. The previously purchased material no longer holds instructional value to the District. Programs we are requesting to dispose of are Fountas & Pinnell Phonics, Exploring Reading, and Write Time curriculum materials.

These purchases were made through the District's Instructional Material & Technology Allotment (IMTA) fund. Policy CMD (Legal) and CI (Legal) require "The board shall determine how the district will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment."

The District's Instructional Materials Allotment fund was used to make these purchases. These materials are being replaced with Amplify. There is no current fiscal impact for the disposal of these items as the Amplify expenditure is already funded.

This item will be placed on the agenda for the regular meeting on April 15, 2024

### **ATHLETICS UPDATE**

Mr. Grant Freeman, Director of Athletics, gave a presentation on participation in all the athletic opportunities across the district as well as information on the number of attendees at events held at Memorial Stadium. Mr. Freeman included information on the current Memorial Stadium corporate sponsorships; United Regional, Allstate Insurance/ Rebecca Lammers, American National Bank, Syntrio, United Supermarkets, Bomer & Ketner Insurance, Budget Blinds, FCA (Mike Cummings), Hoover & Rogers Law, Momentum Surgery Center, Nissan of Wichita Falls, State Farm Insurance/Kenneth Cluley, Wichita Falls Teachers Federal Credit Union, KAUZ-TV6 and KFDX-TV3. Looking at additional sports, such as wrestling, to be added in the future.

***DISTRICT SERVICES***

**IMTA TECHNOLOGY DISPOSITION**

Mr. Shannon Troester, Records, Textbooks and Fixed Assets Manager, recommended that the Wichita Falls Independent School District Board of Trustees approve the disposal of technology items purchased with Instructional Material & Technology Allotment funds as submitted by Peter Griffiths, Associate Superintendent and as recommended by Superintendent Dr. Donny Lee.

The District has 3000 technology devices (Chromebooks and Ipads) ready to be disposed of that no longer update or have other issues. Over 500 of those devices were purchased with IMTA funds.

These purchases were made through the District’s Instructional Material & Technology Allotment (IMTA) fund.

The District’s Instructional Materials Allotment fund was used to make these purchases. These devices will not be replaced. There is no current fiscal impact for the disposal of these items.

This item will be placed on the agenda for the regular meeting on April 15, 2024

**MONUMENT DONATION**

Mr. Mark Lukert, seconded by Mr. Dale Harvey, motioned that the Wichita Falls Independent School District Board of Trustees That the Wichita Falls Independent School District Board of Trustees approve the donation of a WFISD Championship Memorial as submitted by Dr. Peter Griffiths, Associate Superintendent and recommended by Dr. Donny Lee, Superintendent.

The Leadership of Wichita Falls (LWF) Class of 2022 would like to donate a Championship Memorial that will showcase past athletic championships, in honor of the former high schools transitioning to Memorial and Legacy High Schools. This project has been coordinated with the LWF and the athletic department. The memorial will be located at Memorial Stadium

Carried unanimously by a vote of 7-0

***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**

Ms. Sandy Camp, seconded by Mr. Jim Johnson, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool.

Carried unanimously by a vote of 7–0

***BOARD MATTERS:***

**BOARD MINUTES:**

Minutes of a work session, March 5, 2024 and a regular meeting, March 18, 2024

These items will be placed on the consent agenda for the regular meeting on April 15, 2024

**UPCOMING EVENTS**

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

Dr. Anita Lang, WFHS teacher, received the 2023-2024 Roberta Faulkner Sund Award for Creative Teaching

Ms. Bethany Horschler, Booker T Washington Elementary teacher, received the April Spotlight Award

April 9 or 15 5:30 @ CEC: Dual Credit Parent Meeting

April 11: 5 years Strategic Planning Meeting

April 15: Student holiday-teacher planning day

April 18: Legacy Sign the Banner Day

April 22: Memorial Sign the Banner Day

April 23: Teacher of the Year Banquet

April 25: Middle School Art Show, 5:00-6:30pm WF Museum of Art  
April 26: Middle School One Act Play Festival, Iowa Park High School  
May 2-4 Electrical at Rider High School  
May 4: May the 4<sup>th</sup> Be with You Dress up Day; staff and students encouraged to wear Star Wars attire  
May 4: Early Childhood Round-Up, 8:30-3:00 @ CEC  
Three with Lee this month:  
Haynes Head Start  
Franklin Elementary  
Jefferson Elementary

CEC Bistro Menu:  
April 10: Pulled Pork BBQ "Sundae"  
April 17: Coq au Vin Blanc (chicken in creamy white sauce)  
April 24: Blackened Fish Tacos  
May 23: WFHS Graduation @ 8pm  
May 24: Hirschi High School Graduation @ 8pm  
May 25: Rider High School Graduation @ 9am

**RECESS:**

Ms. Katherine McGregor, board president, recessed the work session to go into closed session at 1:04pm.

**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 Real Property (Pursuant to Texas Government Code 551.072)
3. Discussions Regarding Student Intra-District Petitions Under Board Policy FDB (Pursuant to Texas Government Code 551.0821)

Susan Grisel left meeting at 2:30pm.

**OPEN SESSION:**

Ms. Katherine McGregor, board president, called the closed session to go back into open session at 4:01pm

**STUDENT INTRA-DISTRICT TRANSFER PETITION**

Mr. Mark Lukert, seconded by Mr. Jim Johnson, motioned that the Wichita Falls Independent School District Board of Trustees deny the intra-district transfer petition and authorize the Superintendent to provide written notice of the Board's action to their parents/guardians.

Carried by a vote of 6-0

**ADJOURNED:**

With no other action to take, Ms. Katherine McGregor, board president, adjourned the meeting at 4:02pm from Closed Session.

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President, Board of Trustees

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Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES  
WFISD ADMINISTRATION BUILDING – BOARD ROOM  
SPECIAL SESSION APRIL 10, 2024**

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

The Board of Trustees of the Wichita Falls Independent School District met for a Strategic Planning Meeting on the above date. The meeting was called to order at 6:00p.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 and Ms. Vanessa Dishman, Administrative Assistant to the Superintendent.

Also present: Greg Gibson and David Young, both with Moak Casey, LLC.

**INVOCATION:**

**PUBLIC COMMENT:**

None

**RECESS:**

With no items on the agenda for Open Session, Ms. Katherine McGregor, board president, recessed the meeting to go into closed session at 6:05 pm.

**CLOSED SESSION:**

Closed Session Pursuant to Texas Government Code 551.074:

1. Discussions Concerning the Duties and Responsibilities of School Board Members and the Superintendent - Strategic Planning

**ADJOURNED**

No further action was taken and Ms. Katherine McGregor, board president, adjourned the meeting at 8:07 p.m.

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President, Board of Trustees

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Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES  
WFISD ADMINISTRATION BUILDING – BOARD ROOM  
REGULAR SESSION MEETING APRIL 15, 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, Mr. Jim Johnson, Ms. Sandy Camp, 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, Ms. Deb Dipprey, Executive Director of School Administration, Ms. Leah Horton, Chief Financial Officer, Dr. Peter Griffiths, Associate Superintendent, 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. Michelle Wood, Director of Career & Technology. Ms. Ashley Thomas, Communications Officer, Chief Anthony Smith, WFISD Police, Mr. Ovid Zahl, teacher, Ms. Jennifer Spurgers, CEC Principal, Mr. Danny Cozby, teacher, Ms. Nanette Philips, teacher, Mr. Gary Caraway, teacher, Mr. Chris Reay, teacher, Mr. Josh Castles, teacher Mr. Billy Davison, teacher, Ms Megan Widner, teacher, Ms. Staci Handy, aide, Ms June Davison, aide, Ms Laurie Kinne, WFHS Principal, and Dr. Cody Blair, Rider HS Principal.

Also present: Ms. Abigail Mollenkopf, community member, Mr. Jeremy Mollenkopf, community member, Student parents, a KFDX reporter, Ms. Trish Choat, TRN reporter and KAUZ reporter.

***PRESENTATION OF COLORS:***

WFHS JROTC presented the colors.

***INVOCATION:***

Mr. Mark Lukert gave the invocation.

***PRESENTATIONS:***

**2024 SWIM HONORS**

Mr. Grant Freeman, Director of Athletics, introduced Mr. Oyvind Zahl, swim coach to present the following student athletes from WFISD swimmers for receiving state recognition for swimming as submitted and recommended by Dr. Donny Lee, Superintendent.

State Qualifier

Kai Yang - Wichita Falls High School

- 200 Individual Medley
- 100 Butterfly

TISCA All-State Team

Kai Yang - Wichita Falls High School

- 200 Individual Medley
- 100 Butterfly

Kobe Yang, Ben Rhoades, Kai Yang, Joey Hernandez - Wichita Falls High School

- Men's 200 Medley Relay Honorable Mention

Kai Yang, Keaton Pruitt, Evan McKelroy, Joey Hernandez - Wichita Falls High School

- Men's 200 Free Relay Honorable Mention

Zackary Waye, Ben Rhoades, Keaton Pruitt, Evan McKelroy - Wichita Falls High School

- Men's 400 Free Relay Honorable Mention

TISCA All-State Academic Award

Keaton Pruitt - Wichita Falls High School

Ridlee Schmitz - Rider High School

## **CEC SKILLSUSA STATE QUALIFIERS**

Ms. Michelle Wood, Director of CEC, requested that the Wichita Falls Independent School District Board of Trustees Career Education Center SkillsUSA State Qualifiers as submitted and recommended by Dr. Donny Lee, Superintendent.

Gideon Perez - Plumbing (Gold Medal)  
Gabe Sanchez - Welding 1 (Bronze Medal)  
Alexander Aleman - Drafting CAD Architecture Project (Blue Ribbon)  
Isabella Paniagua - Drafting CAD Architecture Project (Blue Ribbon)  
Caleb Willson - Drafting CAD Architecture Project (Blue Ribbon)

Teachers:

Danny Cozby (Plumbing)  
Gary Caraway (Welding)  
Nanette Philip (Architecture)

## **HIRSCHI HIGH SCHOOL GIRLS STATE BASKETBALL ACADEMIC ALL-STATE**

Mr. Grant Freeman requested that the Wichita Falls Independent School District Board of Trustees recognize the Hirschi High School Girls Basketball for receiving Academic All-State Honors as submitted and recommended by Dr. Donny Lee, Superintendent.

THSCA Academic All-State Team

Emily Minter - 2nd Team

Coach: Christopher Reay

## **RIDER HIGH SCHOOL BOYS STATE BASKETBALL ACADEMIC ALL-STATE**

Mr. Grant Freeman requested that the Wichita Falls Independent School District Board of Trustees recognize Rider High School Boys Basketball for receiving Academic All-State Honors as submitted and recommended by Dr. Donny Lee, Superintendent.

THSCA Academic All-State Team

Silas McKown - Honorable Mention

Coach: Josh Castles

## **RIDER HIGH SCHOOL POWERLIFTING STATE QUALIFIERS**

Mr. Grant Freeman requested that the Wichita Falls Independent School District Board of Trustees recognize Rider High School athletes for qualifying for the State Powerlifting Meet as submitted and recommended by Dr. Donny Lee, Superintendent.

Powerlifting State Qualifiers

Ashley Anderson  
Natasha Cruz  
Leah Sanchez

Natasha Cruz - State Powerlifting Champion  
*\*First Powerlifting State Champion in Rider History*  
*\*First Female Powerlifting State Champion in WFISD History*

Coach: Billy Davison

## **YOUR PLACE IN SPACE CHALLENGE**

Ms. Debbie Dipprey, Executive Director of School Administration requested that the Wichita Falls Independent School District Board of Trustees recognize Hirschi High School as one of eight Your Place in Space Challenge winners submitted and recommended by Dr. Donny Lee, Superintendent.

On February 27, the U.S. Department of Education announced <sup>137</sup> Hirschi High School as one of the eight winners of the national Your Place in Space Challenge. Hirschi Principles of Business, Marketing and Business students partnered with other CTE students from Rider High School and Wichita Falls High School on the challenge. They

won the challenge with a project that focused on an AI satellite system for cybersecurity. The challenge showed how to use recycled materials to prevent cyberattacks in low Earth orbit.

Winning teams were selected based on scores from the independent judging panel and will receive \$6,250 and in-kind prizes.

The Your Place in Space Challenge connects the dots between the skills students build in CTE programs and the fulfilling careers they can have in the space industry.

Team Members: 24 students from Hirschi High School, 27 students from Wichita Falls High School and 20 students from Rider High School.

Teacher: Megan Widner

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

Ms. Staci Handy, WFISD Aide: Stated that she had been told she would receive raise at 90 days of employment and performance raises annually but had not received and increase to her pay in the 10 years she had worked for the district. She feels there should be an automatic raise for years of service in policy.

Mr. Jeremy Mollenkopf, community member/homeschool parent- Asked for homeschool students living in the WFISD district to be allowed to play on UIL district sport teams.

Ms. Abigail Mollenkopf, Homeschool student- Emphasized the importance of sports for teenagers and requested the board allow homeschool students to play on UIL sport teams with-in WFISD

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

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

- Current Enrollment 12,680, ADA 93.14%
  - A breakdown of the enrollment numbers was shown by campus on specific days through-out the 23/24 year
- Strategic Planning:
  - Roadmap for the next five years
    - Met with Senior Leadership, Board and community group to conduct SWOT (strength, weakness, opportunity, threat) Analysis
      - Was very productive and came away with a lot of useful information
    - April 24: meet with senior staff
    - May 6: meet with team of 15
- Community Planning 2024
  - Brainstormed ideas to complete the following statements:
    - We believe the teachers...
    - We believe the students...
    - We believe the parents and families...
    - We believe the campus administrators...
    - We believe the central office...
    - We believe the board....
  - 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
- Memorial FFE
  - Showed pictures of furniture, fixtures and equipment that has started to be placed at the campus
- Hirschi Middle School
  - Showed a picture of the exterior updates to the campus
- TASB Summer Leadership Institute
  - June 19-22, Ft Worth, TX Registration begins April 16<sup>th</sup>.
- Principal Training
  - N2 Learning for the Assistant Principals
  - John Wink Training for Assistant Principals and Principals alike
- Friday Visits:
  - Scotland Park
  - Zundy
  - Brook Village
  - WFHS
  - Franklin

- Barwise
- Hirschi
- Sheppard
- 28 Days of School Left in the Year
- Upcoming Events
  - Legacy Community Event: 4/18
  - Memorial Community Event: 4/22
  - Teacher of the Year Banquet: 4/23
  - Middle School Art Show: 4/25
  - FFA Banquet: 5/2

**CONSENT AGENDA:**

MINUTES FROM MARCH MEETINGS  
 2024-2025 TEKS CERTIFICATION  
 IMTA ELAR CURRICULUM DISPOSITION  
 IMTA TECHNOLOGY DISPOSITION

Mr. Mark Lukert, seconded by Mr. Jim Johnson, motioned that the Wichita Falls Independent School District Board of Trustees approve items placed on the Consent Agenda at the March 5, 2024 meeting.

Carried unanimously by a vote of 6 – 0

**SCHOOL ADMINISTRATION:**

**NEW HIGH SCHOOLS UPDATE**

Ms. Laurie Kinne, Memorial and WFHS principal and Dr. Cody Blair, Legacy and Rider HS principal, presented information about the progress of opening two new high schools.

**Memorial:**

Staffing

- 144 staffed
- Hired Head Coaches of all sports
- Placed Assistant Coaches
- Placed Teachers
- Interviewed CILs
- Completed all interviews
- Fully staffed

Events and Meetings

- Spirit Committee- Began meeting in October & finished meeting in March.
- Admin/ Counselor PLCs- Began meeting 1st week in February & will continue meeting every other Monday until school's out
- Memorial PTSO Meeting- Met with PTSO March 4th
- Memorial Senior Meetings- March 4th & April 8th
- Memorial "Sign the Banner"- Monday, April 22nd
- Memorial Department Meet & Greet- All MHS staff met with departments this afternoon (AP & Counselor led)
- Memorial Staff- Meetings scheduled this week with each teacher to discuss teaching assignments, room locations and give them an MHS t-shirt
- Wichita Falls H.S. - Met with them this afternoon
- Rider H.S.- Wednesday, April 17th
- Hirschi H.S.- Friday, April 19th
- Check-in with Dr. Griffiths- Every two weeks (Instructional walk, safety buttons, parking lot signage, pick up

Spirit Committee

Met with students and staff; decided the letter jacket design, the fight song and hand sign. Also, brainstormed Senior traditions.

Morning Announcements

Proposed digital/video announcements; no interruptions of instructional time so all students see and hear

Teacher Input

To name the school mascot and deciding the school motto/core values

Legacy:

Four Key Areas

1. Build a Strong Team
  - a. Staffing (mostly) complete
  - b. Establish connections – team gatherings
  - c. Share the vision & provide clarity
    - i. Our culture on the Hilltop: Relationships, Standard of Excellence and HRS systems & alignment
2. Generate Excitement
  - a. First Senior Class ‘25 Meeting
    - i. Decided on crest, letter jacket, traditions
  - b. Sign the Banner event
  - c. Staff working with students weekly
  - d. Meet & greets, campus visits, booster clubs forming
3. Involve the Community
  - a. Spirit Committee Input
    - i. Homecoming
    - ii. Fight Song
    - iii. Rivalry week
    - iv. School dances
    - v. Community partnerships
  - b. First Senior Class ‘25 Input
  - c. Staff Survey Input
4. Plan for Excellence
  - a. Admin, Counselor, & department teams planning
  - b. Structure & alignment
  - c. Systems & details
  - d. Smooth start
  - e. Staff & student handbooks
  - f. Procedures & systems
  - g. Communication & coordination of details
  - h. Feedback, monitor, & adjust

***HUMAN RESOURCES:***

**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 (Exhibit B.)

Carried unanimously by a vote of 6 – 0

***BOARD MATTERS:***

**RECESS:**

Ms. Katherine McGregor, board president, recessed to go into closed session at 7:13pm.

**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 Certified Administrators (Pursuant to Texas Government Code 551.074)
3. Deliberations Regarding Superintendent's Recommendation Concerning the Nonrenewal of Term Contract Employee(s) at the End of the 2023-2024 School Year (Pursuant to Texas Government Code 551.074)
4. Deliberations Regarding Superintendent's Recommendation Concerning the Termination of Probationary Contract Employee(s) at the End of the 2023-2024 School Year (Pursuant to Texas Government Code 551.074)
5. Discussion of Purchase, Exchange, Lease or Value of Real Property (Pursuant to Texas Government Code 551.072)

**OPEN SESSION:**

Ms. Katherine McGregor, board president, called the closed session to go back into open session at 8:00pm.

**NON-RENEWAL OF TERM CONTRACT FOR 2024-2025**

Mr. Dale Harvey, seconded by Ms. Diann Scroggins, that the Board of Trustees proposed the non-renewal of the One Year Term Contract of Gene Silverstrand and I further move to authorize the superintendent to provide written notice to Gene Silverstrand of this board action as required by law. I further move that the board utilize a board meeting for the non-renewal hearing, if requested.

Carried by a vote of 5-1 abstaining

**RENEWAL OF ONE YEAR TERM AND PROBATIONARY CONTRACTS**

Ms. Sandy Camp, seconded by Mr. Jim Johnson, motioned that the Wichita Falls Independent School District Board of Trustees renew one-year term or probationary contracts of employment for the 2024-2025 school year as noted on the list provided by administration for certified/non-certified administrators, teachers, and professionals.

Carried unanimously by a vote of 6-0

Ms. Katherine McGregor, board president, adjourned the meeting at 8:03pm.

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President, Board of Trustees

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Secretary, Board of Trustees