



Agenda of Board Meeting May 20, 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 Board Meeting at 6:00 PM, on May 20, 2024, in the Room 302 at the Education Center, 1104 Broad St, Wichita Falls, TX 76301.

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

I. CALL TO ORDER AND OPENING STATEMENT

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

XII. ADJOURNMENT

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

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on Friday, May 17, 2024 at 2:00 pm.

For the Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Kelly Strenski, Director of Fine Arts		
Presentation:	TSSEC State Qualifiers – Rider High School		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes the **Texas State Solo and Ensemble Competition (TSSEC) State Music Qualifiers from Rider High School** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation

TSSEC State Music Qualifiers – Rider High School

Choir

Elizabeth Aranda-Munoz
Libby Cadotte
Allie Calvert
Zachary Cartwright
Krista Coons
Adelynn Davenport
La'Johnique Douglas
Arin Hill
Brayden Jennings
Olivia Lane
Ruby Spear
Emily Spurgers
Ava Thompson
Alexis Trujillo

Directors: *Melanie Coons and Ayrian Norman*

Band and Orchestra

Sumaiya Alma
Grady Belcher
Kayleen Billan
Rebecca Black
London Boyd

KT Bruce
Chloe Bullard
Chloie Callarman
Kiera Dassinger
Madison Groth
Dat Ho
Aleena Hoang
Alyssa Hoang
Mahdi Kabir
Evan Liang
Talon Oliver
Jimin Park
Jinoo Park
Jun Park
Seth Pearson
Chaitanya Reddy
Trent Roth
Emma Schreiber

Directors: *Loy Studer, Michael Walta and Thomas Borgman*

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Grant Freeman, Director of Athletics		
Presentation:	Rider High School Girls Soccer All-State Honors		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

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

Explanation

Rider High School had 8 seniors who received All-State honors from the Texas Association of Soccer Coaches and the Texas High School Coaches Association.

Alyssa Canales - TASCOS Academic All-State, THSCA Academic All-State (Honorable Mention)

Mia Gilmore - TASCOS Academic All-State, THSCA Academic All-State (2nd Team)

Madison Higgins - TASCOS Academic All-State, THSCA Academic All-State (Honorable Mention)

Bella Pillow - TASCOS Academic All-State, THSCA Academic All-State (2nd Team), TASCOS All-State Team (2nd Team), TASCOS All Star Selection

Jimena Rodriguez - TASCOS Academic All-State, 2024 THSCA Super Elite Team, Greater Texas Ford Dealers 5A Female Athlete of the Month (March 2024)

Savannah Skelton - TASCOS Academic All-State, THSCA Academic All-State (Honorable Mention)

Allie Vasquez - TASCOS Academic All-State, THSCA Academic All-State (Honorable Mention), TASCOS All-State Team (1st Team), TASCOS All Star Selection, 2024 THSCA Super Elite Team

Reese Wood - TASCOS Academic All-State

Coach: *Carl Wiersema*

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

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

Administrative Information:

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

Explanation

Rider High School had 7 seniors who received Academic All-State honors from the Texas Association of Soccer Coaches. Academic All-State guidelines include:

- graduating senior
- 90 or above GPA

TASCO Academic All-State

Titus Blagg
Antonio Laurel
Dylan Munguia
Jaekob Parmeter
Henry Pinson
Landon Waggoner
Hayden Wherry

Coach: *Dustin Holly*

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations
Administrator Responsible:	Grant Freeman, Director of Athletics
Presentation:	Rider High School Baseball All-State Awards
<input type="checkbox"/> Action Needed <input type="checkbox"/> For Discussion <input checked="" type="checkbox"/> Presentations <input type="checkbox"/> Report	

Administrative Information:

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

Explanation

Rider High School had 8 seniors who received Academic All-State honors and 1 student who received All-State honors from the Texas High School Coaches Association for baseball.

THSCA Academic All-State

Reid Berry - 1st Team
Alex Wilburn - 1st Team

Drew Haston - 2nd Team
Garrett Murray - 2nd Team

Kohen Maroney - Honorable Mention
Steven Marris - Honorable Mention
Tanner Poirot - Honorable Mention
Owen Tuggle - Honorable Mention

THSCA All-State Team

Owen Hooper - 2nd Team All-State Catcher (2023)

Coach: *Jeremy Crouch*

WICHITA FALLS ISD BOARD OF TRUSTEES

May 20, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Kelly Strenski, Director of Fine Arts		
Presentation:	Texas Music Scholars		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

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

Explanation

Texas Music Scholars

Hirschi Band

Emily Minter
Jarjis Sheikh
Myles Thomas

Directors: *Shirley Bouquin & Lindsay Harris*

Trent Roth

Kaleb Seager

Ronan Shaw

Hayden Walker

Directors: *Loy Studer, Michael Walta, and Thomas Borgman*

Hirschi Choir

James Hasson
Emily Minter

Director: *Carissa Long*

Rider Choir

Krista Coons

Gabriela Gonzalez

Emily Spurgers

Directors: *Melanie Coons & Ayrian Norman*

Rider Band and Orchestra

Fernanda Aguilar-Jacquez

Sumayia Alam

Grady Belcher

Rebecca Black

KT Bruce

Kiera Dassinger

Alenna Hoang

Evan Liang

Silas McKown

Jimin Park

Jun Park

WFHS Band

Alyssa Kittrell

Jason Starks

Josh Tran

Directors: *Justin Lewis & Andrew Checki*

WFHS Choir

Grace Cuellar

Ava Fukasawa

Director: *Sarah Cook*

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

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

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Kelly Strenski, UIL Academics Coordinator		
Presentation:	UIL Academics State Qualifiers		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes the **UIL Academics State Qualifiers** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation

UIL Academics State Qualifiers

Hirschi High School

Ann James - *UIL Mathematics*

Coach: *Brandon Malone*

Elizabeth King - *UIL Ready Writing*

Coach: *Elizabeth McBroom*

Myles Thomas - *UIL Current Events*

Coach: *Donnell Thomas*

UIL Coordinator: *David Sayers*

Rider High School

Cheran Hooper - *UIL Speech, Poetry*

Teacher: *Erin Dillard*

Jordan Ngo - *UIL Social Studies*

Teacher: *Dr. Aaron Wilson*

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Kelly Strenski, Director of Fine Arts		
Presentation:	2024 WFISD Purchase Art Awards		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes the **2024 WFISD Art Purchase Awards** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation

Student Purchase Art Awards are presented by the district to talented high school student artists. Their artwork can be seen in the hallways and in the Boardroom of the Education Center. Each student will receive a cash award of \$100 from the Perkins-Prothro Foundation. The students are:

Rider High School: Kathrene Jensen
Tobey Mayfield
Ruby Spear

Teacher: *Vickie Harding*

Wichita Falls High School: Ashton Ashcroft
Christian Cabrales-Flores
Nola Shaw

Teacher: *Carol Rose*

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Kelly Strenski, Director of Fine Arts		
Presentation:	TAEA Visual Arts Scholastic Event		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

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

Explanation

The mission of the TAEA Visual Arts Scholastic Event is to recognize exemplary student achievement in the Visual Arts by providing art students and programs a standard of excellence in which to achieve. For VASE competition, students begin by entering their artwork into one of 20 region contests statewide. At this level, jurors look for originality of concept, technical expertise, understanding of the Texas Essential Knowledge and Skills (TEKS) for visual art, and the interpretation of the student's stated intent.

Rider High School

Alexis Bartberger
Jolie Felix (*2 State Gold Medals*)
Tobey Mayfield (*State Gold Medal Winner*)
Abbie Preston (*State Gold Medal Winner*)
Teacher: *Vickie Harding*

Wichita Falls High School

Emily Masters
Teacher: *Elizabeth Walker*

Nola Shaw
Teacher: *Carol Rose*

Eliana Suppes (*State Gold Medal Winner*)
Teacher: *Chris Mayfield*

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Kelly Strenski, Director of Fine Arts		
Presentation:	TSSEC State Qualifiers – Hirschi High School		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes the **Texas State Solo and Ensemble Competition (TSSEC) State Music Qualifiers from Hirschi High School** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation

TSSEC State Music Qualifiers – Hirschi High School

Band

Ben Esquibel
David Hasson
James Hasson
Draven Hedges
Annette Hernandez
Emily Minter
Charles Ramos
Myles Thomas

Directors: *Shirley Bouquin & Lindsay Harris*

Choir

James Hasson
Emily Minter
Charles Ramos

Director: *Carissa Long*

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Kelly Strenski, Director of Fine Arts		
Presentation:	TSSEC State Qualifiers – Wichita Falls High School		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes the **Texas State Solo and Ensemble Competition (TSSEC) State Music Qualifiers from Wichita Falls High School** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation

TSSEC State Music Qualifiers – Wichita Falls High School

Choir

Grace Cuellar
Ava Fukasawa
Dajuan Rankin
Director: *Sarah Cook*

Band

Alyssa Kittrell
Jason Starks
Josh Tran
Directors: *Justin Lewis and Andrew Checki*

Orchestra

Senon Cabrera
Director: *Kevin Nguyen*

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations
Administrator Responsible:	Grant Freeman, Director of Athletics
Presentation:	Wichita Falls High School Girls Soccer Awards
<input type="checkbox"/> Action Needed <input type="checkbox"/> For Discussion <input checked="" type="checkbox"/> Presentations <input type="checkbox"/> Report	

Administrative Information:

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

Explanation

Wichita Falls High School had 12 seniors who received Academic All-State honors from the Texas Association of Soccer Coaches and one senior who was named to the TASCOS All-State Team.. TASCOS Academic All-State guidelines include:

- graduating senior
- 90 GPA for all four years of high school

TASCOS Academic All-State

Gabi Garcia
Aidan Herrera
Avery Herrera
Malayasia Larque
Carson Lipscomb
Marialisa Papaelias
Marialisa Prieto
Karla Rivera
Natalia Salcedo
Alinessa Salinas
Priscilla Torres
Aliyah White

TASCOS All-State Team

Aidan Herrera - 1st Team

Coach: *Robert Woodard*

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations		
Administrator Responsible:	Grant Freeman, Director of Athletics		
Presentation:	Wichita Falls High School Girls Soccer Team 22-23 United Soccer Coaches Team Academic Award		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> For Discussion	<input checked="" type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes **the 22-23 Wichita Falls High School Girls Soccer Team on earning the United Soccer Coaches Team Academic Award** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation:

The Lady Coyote Soccer team has been recognized for the 18th time with the United Soccer Coaches Team Academic Award for their exemplary performance in the classroom during the 22-23 academic year. United Soccer Coaches annually celebrates the academic achievements of high school soccer teams whose student-athletes collectively demonstrate a commitment to excellence in their studies over the course of a full academic year. To qualify for the award, the team must have a minimum grade point average of 3.25 for the entire academic year.

Coach: Rob Woodard

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Presentations
Administrator Responsible:	Grant Freeman, Director of Athletics
Presentation:	Wichita Falls High School Track State Qualifier
<input type="checkbox"/> Action Needed <input type="checkbox"/> For Discussion <input checked="" type="checkbox"/> Presentations <input type="checkbox"/> Report	

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees recognizes a **Wichita Falls High School Track** athlete for being a **State Track Qualifier** as submitted and recommended by Dr. Donny Lee, Superintendent.

Explanation

Wichita Falls High School had 1 student who qualified for the State Track Meet in two events.

State Track Qualifier

Braylon Kinzie

- 800 Meter Run
- 300 Hurdles

Coach: *Carter Bien*

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

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

Administrative Information:

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

Explanation

Wichita Falls High School had 1 senior who received Academic All-State honors from the Texas High School Coaches Association for baseball.

THSCA Academic All-State

Kyler Boone

Coach: *Kyle Sims*

**WICHITA FALLS ISD BOARD OF TRUSTEES
MAY 20, 2024**

Agenda Item:	Minutes		
Administrator Responsible:	Dr. Donny Lee, Superintendent of Schools		
Attachments:	Minutes of Work Session, April 9, 2024 Minutes of Work Session, April 10, 2024 Minutes of Regular Meeting, April 15, 2024		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the 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 meets 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 4th Be with You Dress up Day; staff and students encouraged to wear Start 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.

President, Board of Trustees

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.

President, Board of Trustees

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 announced²⁴ 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 1st. 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 16th.
- 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.

President, Board of Trustees

Secretary, Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 2024

Agenda Item:	Purchase of Science Investigation Kits (and consumables)		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	McGraw-Hill Quote		
<input checked="" type="checkbox"/> Action Needed <input type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report			

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the purchase of 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
McGraw-Hill	Columbus, OH	\$360,634.83	\$477,444.76

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
Tx Investigation Kits K-5-8yr	\$438,446.76	\$0.00	\$438,446.76
PRODUCT TOTAL*	\$438,446.76	\$0.00	\$438,446.76
ESTIMATED S&H**			\$38,998.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$477,444.76

* 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
Tx Investigation Kits K-5-8yr					
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
Tx Investigation Kits K-5-8yr Subtotal:				\$0.00	\$438,446.76

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

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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@wfisd.net
(940) 235-1000

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

SUBSCRIPTION/DIGITAL CONTACT:

Kellie Hare
khare@wfisd.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.

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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 (or 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 20, 2024

Agenda Item:	Purchase of Flippen Group’s Capturing Kids’ Hearts Program		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Flippen Group - Capturing Kids’ Hearts Proposal		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

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

SERVICE AGREEMENT



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



that such use complies with all Applicable Restrictions & Requirements. For these purposes, “**Applicable Restrictions & Requirements**” means any and all of the following: (i) the provisions of this Agreement; (ii) the Terms of Use associated with the Websites; (iii) any other CKH agreements or Products and Services that may be applicable to you; (iv) any written instructions or restrictions provided to you by CKH; and (v) any instructions or restrictions printed on or otherwise accompanying any copies of the Resources that are provided to you, or that appear on Websites that are associated with such Resources. To be clear, except to the extent expressly permitted in writing as part of the Applicable Restrictions & Requirements, your rights do not include rights to do any of the following (collectively, “**Prohibited Actions**”), all of which you are prohibited from doing without CKH’s express prior written consent: (i) reproduce, modify, translate, aggregate, distribute, sell, commercially exploit, transmit, post, make derivatives of, or publicly disclose any of the Resources, or any portion thereof, in any way not expressly permitted in writing by CKH; (ii) remove, redact, or omit any and all copyright and other proprietary notices displayed on the Resources or on any permitted copies thereof; (iii) use of any data mining, robots or similar data gathering or extraction methods in connection with the Resources or the Websites; (iv) download (other than page caching) of any portion of the Resources or the Websites except to the extent expressly authorized during provision of the Products and Services; (v) reverse engineer or access the Resources or the Websites in order to develop or use any competitive website, content, app, product or service; (vi) use any of the Websites, Products or Resources other than for their intended purposes; (vii) resell any Resources or other Products delivered or otherwise acquired by you during the course of the Services or otherwise through the Websites; (viii) store, transport or use any Products or Resources in an unsafe or reckless manner or in any manner prohibited by law or regulation; or (ix) use any of the Resources in any manner not permitted by law or regulation. CKH may also impose additional reasonable limits on the scope of your access to and use of the Resources, including limits on time or number of materials accessed or machines used to access such Resources, in part to prevent unauthorized third-party access to or use of such Resources.

CONFIDENTIALITY:

~~This Agreement and its various terms (including the pricing, combination of services and solutions, and other terms of all associated Products and Services section) as well as metrics, observations and personal information about Client’s participants that may be contained or reflected in Deliverables (collectively, “**Confidential Information**”) shall be treated as confidential by Client and shall not be disclosed to any third parties throughout the Term of this Agreement and for five (5) years thereafter. However, notwithstanding the foregoing, Client may disclose such Confidential Information in compliance with judicial or other governmental orders or open records requests, provided that (i) Client shall give CKH at least ten business days advance written notice before so disclosing in response to such orders or requests, and (ii) Client shall reasonably cooperate with CKH to accommodate any requests from CKH to secure protective orders or to limit the scope of responses to the extent legally permissible.~~

Section 6: Disclaimers

Client accepts and must accept all of the Resources, Access, Products and Services, including any work products, results or deliverables produced thereby (collectively, “**Deliverables**”), “AS IS” and with all faults and errors. ~~CKH HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT MIGHT RELATE TO THE RESOURCES, ACCESS, SERVICES OR ANY DELIVERABLES, EXCEPT FOR ANY SPECIFIC WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT, IF ANY.~~ The entire risk as to the functionality, operation, and results is with the Client, and neither CKH nor any of its Consultants or other representatives assumes any risk or obligation in connection therewith.

CKH hereby disclaims any and all liability for any use of the Products, Resources, Access, or Services by CLIENT’S use of (1) the Resources, Access, or Services, or (2) third parties in order to use the Resources, Access, or Services obtained through the Resources, Access, or Services, or any particular result or success as a result of the use of the Resources, Access, Products, Services, or any combination thereof, shall be treated as a singular solution.

Except as otherwise specifically set forth herein, WFISD disclaims all warranties, express or implied with regard to CKH, if any, including but not limit to any implied warranties of merchantability and fitness for a particular purpose. In no event shall either party be liable to the other for special, consequential, punitive or exemplary damages under this agreement.

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~~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. 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
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



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 *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.

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 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 (Este formulario deberá enviarse a 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

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.

	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
General Liability	\$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
Products/Completed Operations	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	N/A	N/A
Automobile Liability	\$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
Workers' Compensation	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits
Employers' Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	N/A	N/A
Professional Liability	\$1,000,000 (if applicable)	\$1,000,000 (if applicable)	N/A	N/A	N/A	\$1,000,000	\$1,000,000
Umbrella Liability	\$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
Cyber Liability and Data Storage	N/A	N/A	N/A	N/A	N/A	N/A	\$1,000,000
Certificate of Insurance	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 20, 2024

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

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the purchase of (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)
Howard Technology	Laurel, MS	\$2,7912.11 each (ViewSonic)	\$597,512.00	\$3,123.90 (ViewSonic)	\$406,108.00
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

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Online Quotation

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

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
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 MPN: IFP7550-E1 Contract: BuyBoard 661-22	130	\$1,749.85	\$227,480.50
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 MPN: IFP-EW-70-02 Contract: BuyBoard 661-22	130	\$0.15	\$19.50
3:	ViewSonic myViewBoard Manager Advanced - Subscription license (5 years) - single panel package MPN: MVB_M_ADV_5Y01 Contract: BuyBoard 661-22	292	\$89.00	\$25,988.00
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 MPN: NMP760 Contract: BuyBoard 661-22	130	\$235.00	\$30,550.00
5:	Google Chrome OS Management Console - License - academic MPN: CROSSWDISEDUNEW	130	\$32.00	\$4,160.00
6:	Logitech Wireless Touch Keyboard K400 Plus - Keyboard - with touchpad - wireless - 2.4 GHz - QWERTY - US International - black MPN: 920-007119 Contract: BuyBoard 661-22	130	\$26.50	\$3,445.00
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 MPN: Y7LAB Contract: BuyBoard 661-22	130	\$859.50	\$111,735.00
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 MPN: 28848 Contract: BuyBoard 661-22	130	\$21.00	\$2,730.00

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

59

Sub-Total: \$406,108.00

Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$406,108.00

Notes:

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.

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.

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Online Quotation

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

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
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 MPN: IFP6550-E1 Contract: BuyBoard 661-22	214	\$1,499.85	\$320,967.90
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 MPN: IFP-EW-60-05 Contract: BuyBoard 661-22	214	\$0.15	\$32.10
3:	ViewSonic myViewBoard Manager Advanced - Subscription license (5 years) - single panel package MPN: MVBM_ADV_5Y01 Contract: BuyBoard 661-22	284	\$89.00	\$25,276.00
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 MPN: NMP760 Contract: BuyBoard 661-22	214	\$235.00	\$50,290.00
5:	Google Chrome OS Management Console - License - academic MPN: CROSSWDISEDUNEW	214	\$32.00	\$6,848.00
6:	Logitech Wireless Touch Keyboard K400 Plus - Keyboard - with touchpad - wireless - 2.4 GHz - QWERTY - US International - black MPN: 920-007119 Contract: BuyBoard 661-22	214	\$26.50	\$5,671.00
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 MPN: Y7LAB Contract: BuyBoard 661-22	214	\$859.50	\$183,933.00
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 MPN: 28848 Contract: BuyBoard 661-22	214	\$21.00	\$4,494.00

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
61

Taxes: Tax Exempt
Total: \$597,512.00

Notes:

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WICHITA FALLS ISD BOARD OF TRUSTEES
May 20, 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 20, 2024

Agenda Item:	UIL Homeschool Participation		
Administrator Responsible:	Scot Hafley, Executive Director of Operations		
Attachments:	None		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees consider approving or denying 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 20, 2024

Agenda Item:	Applicant Pool		
Administrator Responsible:	Dayna Hardaway, Director of Human Resources		
Attachments:	Applicant Pool		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the proposed applicant pool as submitted by Dayna Hardaway, Director of Human Resources, and as recommended by Dr. Donny Lee, Superintendent of Schools.

APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION

May 20, 2024

CERTIFIED APPLICANT POOL

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Segers, Darcey	Secondary English Grades (6-12)	Abilene Christian University Bachelor's	4	ELA Teacher Hirschi Middle School Replacing Hannah Reames (in-district promotion)	Mexia ISD
Orozco, Juanita	Core Subjects Grades (EC-6) Bilingual Education Supplemental-Spanish Grades (EC-12)	Midwestern State University Bachelor's	NA	Bilingual Teacher Southern Hills Elementary	NA
***Patterson, Faith	Dance Grades (6-12)	Stephen F. Austin	NA	Dance Teacher/Coach Memorial High School (added position)	NA

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

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

****Emergency Permit*

***** Non-Renewal Permit*

DOI = District of Innovation

APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION

May 20, 2024

Contract Change

Name	Current Contract	Current Position	New Contract	New Position
Reames, Jeffrey	Teacher	Secondary Teacher	Certified Professional	Curriculum Specialist-Math
Reames, Hannah	Teacher	Secondary Teacher	Certified Professional	Curriculum Specialist-ELAR

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

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

****Emergency Permit*

***** Non-Renewal Permit*

DOI = District of Innovation